

Trunk Logistics People Pty Ltd:

VIC Warehouse Enterprise Agreement 2024

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PART I - APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the **Trunk Logistics People Pty Ltd** VIC Warehouse Enterprise Agreement 2024.

2. Definitions

"Act"	means the Fair Work Act 2009 (Cth).
"Award"	means the Storage Services and Wholesale Award 2010.
"Employer"	means Trunk Logistics People Pty Ltd (ABN 25 673 368 306)
"Employee"	means a full-time, part-time or casual employee of the employer who is covered by the classifications prescribed in this Agreement.
"FWC"	means Fair Work Commission
"NES"	means the National Employment Standards under the Act.
"Parties"	means the Employer and the Employees.
"Regulations"	means the Fair Work Regulations 2009 (Cth).
"Employee organisation"	has the meaning given by section 12 of the Act.
"Enterprise"	has the meaning given by section 12 of the Act.
"Small business employer"	has the meaning given by section 23 of the Act.
"Workplace delegate"	has the meaning given by section 350C(1) of the Act.

3. Introduction

The employer specialises in 3PL Warehousing, Distribution, and Logistics. The Parties recognise that it is in a competitive industry, and a competitor could increase their market share at any time and at the expense of other operators in the industry, including the employer.

The Parties recognise that it is essential that the business of the employer continues to grow so that it is profitable and can sustain long-term employment for all employees.

In order for the employer to retain its existing market share and increase that market share, it is important that all employees be productive, efficient, and effective and aim for industry best practices at all times.

This Agreement has been developed through a process of consultation and participation by the employer and all employees and reflects a commitment to a cooperative workplace culture based on common sense and trust. It will enable all Parties to continue to contribute actively to the continuing growth of the business.

Flexibility, commitment, accountability, and openness are the keynotes of this Agreement. Each employee will receive a copy of this Agreement and no employee's pay will be reduced as a result of the making of this Agreement.

4. Scope and parties bound

This Agreement is binding upon:

- a) **Trunk Logistics People** (ABN 25 673 368 306) located at all sites across the State of Victoria; and
- b) All employees, whose employment by the Employer is covered by the classifications specified in this Agreement and who are employed in the State of Victoria ("**employees**").

5. Relationship with Award and NES

The Storage Services and Wholesale Award 2010 [MA000084] will be incorporated into this agreement. Provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. Aims and objectives of the agreement

The ultimate aim is the long-term viability of the business and, through that, job security. To achieve that aim, the objectives of this Agreement are to provide a framework of guidelines and principles that will enable the Parties:

- a) to provide a safe and satisfying work environment and challenging work opportunities for employees whilst offering to clients and customers a consistently high level of quality service at all times;
- b) to recruit and retain effective, flexible, and highly motivated employees and to provide those employees with job security and opportunities to upgrade their knowledge and performance through training (including on-the-job training); and
- c) to maximise returns on investment and labour productivity by increasing efficiency and effectiveness and minimising costs.

6.1 Copy of the Agreement

A copy of this Agreement will be made available to employees.

7. Term of agreement

This Agreement will be lodged with the FWC and will take effect from the first full pay period 7 days after it is approved by the FWC.

The nominal expiry date will be 3 years after the Agreement is approved by the FWC.

8. No extra claims provision

It is a term of this Agreement that neither the employer, nor the employees, will pursue any extra claims of whatsoever nature and however arising during the nominal life of this Agreement.

9. Re-negotiation of agreement

The parties to this Agreement commit to commence negotiations for a new Enterprise Agreement, to succeed this Agreement, at least three (3) months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date of this Agreement.

Should negotiations for a new Enterprise Agreement not be finalised prior to the nominal expiry date of this Agreement, the employer undertakes to continue to observe the current rates of pay and conditions prescribed by this Agreement for all employees, until the Agreement is terminated or replaced.

10. Savings provision

No employee will, as a result of the making of this Agreement, suffer any loss of wages or other employment conditions to which the employee is entitled prior to the date of commencement of this Agreement except where specifically provided for by this Agreement.

11. Flexibility Term

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph a.; and
 - c. the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The employer or employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing — at any time.

The right to make a Flexibility Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the employer and an individual employee contained in any other term of this Agreement.

12. Consultation Term

1. This term applies if the employer:
 - a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

2. For a major change referred to in paragraph 1.a.:

- a. the employer must notify the relevant employees of the decision to introduce the major change; and
- b. subclauses (3) to (9) apply.

3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

4. If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative

5. As soon as practicable after making its decision, the employer must:

- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- b. for the purposes of the discussion—provide, in writing, to the relevant employees:

- i. all relevant information about the change including the nature of the change proposed; and
- ii. information about the expected effects of the change on the employees; and
- iii. any other matters likely to affect the employees.

6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

9. In this term, a major change is likely to have a significant effect on employees if it results in:

- a. the termination of the employment of employees; or
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph (1)(b):

- a. the employer must notify the relevant employees of the proposed change; and

- b. subclauses (11) to (15) apply.

11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

12. If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

13. As soon as practicable after proposing to introduce the change, the employer must:

- a. discuss with the relevant employees the introduction of the change; and
- b. for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

16. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

13. Dispute Resolution Term

1. If a dispute relates to:
 - a. a matter arising under the agreement; or
 - b. the National Employment Standards; this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in 2 stages:
 - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

6. While the parties are trying to resolve the dispute using the procedures in this term:
 - a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

PART II - TERMS AND CONDITIONS OF EMPLOYMENT

14. Letter of Offer

All employees will be provided with a completed Letter of Offer to this Agreement containing the terms and conditions of employment that are relevant to that particular employee. The Letter of Offer may be varied from time to time with the agreement of the employer and the employee. The employee will be provided with a copy of the varied Letter of Offer. A copy of the current Fair Work Information Statement and Casual Employment Information Statement (where applicable) will be provided to the employee.

15. Type of Employment

An employee is to be engaged as either a full-time, part-time, or casual employee.

15.1 Full-time employee

A “full-time employee” is one engaged by the week and paid by the week, and whose engagement is terminable according to clause 31 (Termination of employment).

Direct Permanent Full-time employment will be maximised by the company subject to the legitimate needs of the business.

15.2 Part-time employee

A “part-time employee” means an employee who:

- a) works less than full-time hours of 38 per week; and
- b) has reasonably predictable hours of work; and
- c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

The employer is required to roster a regular part-time employee for a minimum of four consecutive hours on any shift.

At the time of engagement, the employer will provide the regular part-time employee with a regular pattern of work, specifying at least the hours to be worked each day, which days of the week the employee will work, and the actual starting and finishing times each day.

Any variation to the regular pattern of work will be recorded in writing, with the employer providing notice of the change to affected part-time employees.

The company confirms that any part-timers working in excess of the hours mutually arranged will be at overtime rates.

15.3 Casual employee

A casual employee is one engaged and paid as such and shall be guaranteed not less than 4 hours of engagement every start. From time to time a casual employee may be rostered on a regular basis; such employees do not, however, have an entitlement to regular or continuous work. Nor are they entitled to paid Annual Leave or Personal Leave.

Management will make decisions on which casual employees will be rostered for a particular shift/s based on several principles including;

- Performance of employee;
- Productivity/Attendance of employee;
- Business Needs
- Skills matrix; and
- Attendance.

15.3.1 Casual Conversion

Casual conversion will apply as per the NES.

16. Probationary Period

An Employee's employment is subject to the successful completion of a probationary period. The length of the probationary period is six months from the date of commencement of the Employee's employment with the Company.

On or before the end of the probation period the Employer will assess the suitability of the employee and operational requirements for continuing employment.

A probation period does not apply to casual employees; however, casual employees who do not meet the employer's requirements shall not be offered any further work when it becomes available.

At any time during the probationary period, either the employer or the new employee may terminate the employee's employment for any reason by giving one (1) week's notice to the other party or, in the case of the employer, payment in lieu of some or all of the week's notice.

17. Duties of Employees

The Employee shall perform the duties specified in their position description.

The Employee shall:

- i. observe such lawful directions as the Company may, from time to time, give the Employee;
- ii. serve the Company faithfully and diligently exercising all due care;
- iii. act at all times in the Company's best interests;
- iv. refrain from acting, or being seen to act, in conflict with the Company's best interests;
- v. use his/her best endeavours to protect and promote the Company's reputation;
- vi. to the best of their ability and knowledge, perform the duties assigned to them;

- vii. act in accordance with a professional standard of ethics;
- viii. comply with all legislation impacting upon the Employee's employment with the Company;
- ix. at all times (during and subsequent to the employment) comply with the Company's policy, procedures and practices as varied from time to time, at the discretion of the Company;
- x. If requested by the Company, deliver all confidential information and other property of the Company which is in the Employee's possession, custody or control.

Nothing in this Agreement will be construed to limit the Employee's duties to the Company implied at common law.

Without incorporating the terms of any legislation into this agreement, it is acknowledged that employment with the employer is subject to the provisions of various Acts and regulations as in force, including legislation relating to:

- Long Service Leave
- Parental Leave
- Occupational Health and Safety
- Workers Compensation
- Superannuation Guarantee Legislation
- Fair Work Act
- Child Protections Act

18. Hours of work

18.1 Working Ordinary hours

The ordinary hours of work, exclusive of meal times, shall be an average of 38 hours per week and shall be worked on one of the following bases:

- 38 hours within a work cycle not exceeding 7 consecutive days; or
- 76 hours within a work cycle not exceeding 14 consecutive days; or
- 114 hours within a work cycle not exceeding 21 consecutive days; or
- 152 hours within a work cycle not exceeding 28 consecutive days.

The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Sunday inclusive.

18.2 Ordinary hours to average 38 per week

Ordinary hours of work shall be an average of 38 per week.

18.3 Implementation of 38-hour week

The 38-hour week will be implemented by having a 38-hour spread over 4 or 5 working days with a maximum of 10 hours and a minimum of 4 hours worked on any given day.

The 4-day working week is only for Monday to Friday and does not include weekends.

18.4 Method of implementation of 38-hour week

The method of implementation of the 38-hour week shall be at the discretion of the Company who shall nominate the method of implementation. The Company shall not subsequently alter the method of implementation without advising the employees subject to the alteration at least 5 working days in advance of

the date on which the altered method of implementation is to take effect unless there is mutual agreement to a lesser notice period. The method of implementation cannot be altered more than twice each year, except where mutually agreed otherwise.

18.5 Span of hours

The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the Company between 5.00 a.m. and 6.00 p.m.

Permanent employees are engaged to work, and will be paid 38 hours a week ("**Specified Hours**") at the agreed ordinary hours rate of pay.

It is recognised that in order to provide for flexibility and to meet the needs of the Employer and employees:

- a) the number of hours actually worked by an employee each week may vary by agreement between the employer and the employee; and
- b) The actual hours worked by an employee may vary from one employee to another employee.

Each engagement of a Casual Employee will be a minimum of 4 hours.

18.6 Meal Breaks and rest breaks

Employees shall be allowed an unpaid break of thirty (30) minutes for a meal during their ordinary working hours.

A rest break of ten minutes each morning and afternoon plus walk time shall be granted to all employees. Such a rest break is to be counted as time worked and taken at a time fixed by the employer, provided that the rest break will not be granted within one hour of normal commencement or cessation of work or within one hour either side of a meal break.

The same amount of meal and rest breaks will also apply to shift work.

No employee shall be required to work longer than five hours without a meal break.

19. Shift work

- a) The provisions of this clause apply to full-time and regular part-time employees and casual employees.
- b) Work that regularly starts and/or finishes at the following times outside the span of ordinary hours will be paid at the prescribed penalties:

Hours	Penalties
Monday to Friday, 6.00pm to 11.00pm	17%
Monday to Sunday, 11.00pm to 5.00am	30%

- c) The actual hours required to be worked by each employee will be decided by the employer. However, the employer will be required to provide employees with 24 hours notice in the event of a proposed change in working hours.

20. Overtime

All time worked in excess of 38 ordinary hours in any weekly rostered working cycle or in excess of the rostered 7.6 or 9.5 ordinary hours in any one day, will be paid at the rate of time and a half for the first two hours and double time thereafter on the base rate.

For example, for an employee working a 5-day week overtime will be payable for hours worked in excess of 7.6 hours. For an employee working a 4-day week, overtime will be payable for hours worked in excess of 9.5 hours.

Subject to the operational requirements of the business, the company will make all reasonable attempts to prioritise permanent employees' access to overtime hours prior to offering overtime to casual employees. This will not be unreasonably withheld by either party.

20.1 Saturday work

All ordinary hours worked on a Saturday will be paid at time and a half.

An employee (with the exception of a casual employee) required to work overtime on a Saturday must be given at least three hours work or must be paid for three hours at the rate of time and a half except where the overtime is worked immediately after ordinary hours worked.

20.2 Sunday work

All hours worked on a Sunday will be paid at a rate of double time on the base rate.

20.3 Time Off in Lieu (TOIL)

- a) An employee and employer may agree in writing (proforma) to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- b) An employee must agree that overtime worked to be banked for TOIL must be provided before overtime work commences.
- c) An employee may request to work planned overtime for the purposes of accruing TOIL. This must be requested a minimum of four (4) weeks prior by the employee to allow for business requirements to be met. I.e. that the additional overtime can be worked without impact to service to clients and work can be completed without commercial impact.
- d) An employee can bank up to 3 days (7.6hrs x 3 = 22.8 hrs) at any one time pending TOIL being requested. Throughout a 12 month period an employee may use up to 6 days TOIL in total maximum.
- e) An employee working additional time to bank for TOIL may be required to perform other duties than current role i.e. complete picking tasks in lieu of forklift or administration roles if trained/competent in those areas.
- f) An agreement must state each of the following:
 - a. the number of overtime hours to which it applies and when those hours were worked;
 - b. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - c. that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - d. that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.
 - e. The proform must be filled in and either handed to DCM or emailed to DCM.
- g) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked. i.e.: By making an agreement under clause 21.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.
- h) TOIL must be taken:
 - a. within the period of 6 months after the overtime is worked; and
 - b. at a time or times within that period of 6 months agreed by the employee and employer.

- i) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 21.3 but not taken as time off, the employer must pay the employee for the overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- j) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- k) The employer will keep a copy of any agreement under clause 21.3 as an employee record.
- l) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- m) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 21.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

20.4 Overtime for a Casual Employee

Overtime for a casual employees will be paid at the rate of 175% of the minimum hourly base rate for the first 2 hours worked and 225% of the minimum hourly rate after 2 hours.

21. Alternate site flexibility clause

The employer has the ability to direct casual employees to work at any nominated site for each shift.

For permanent employees, the employer may direct an employee to work at an alternate site for the remainder of that shift, where business demands require it, on the following conditions:

For sites less than 20km apart – the employer can direct the employee to work the remainder of his/her shift from the alternate site at its absolute discretion;

For sites 20km or greater apart - the employer can request the employee to work the remainder of his/her shift from the alternate site by agreement with the employee.

Where an employee performs work at an alternate site, all time spent travelling between sites will be paid at the ordinary hours rate of pay as well as the Motor Vehicle allowance.

Where the employer requests an employee work at an alternate site for a shift, prior to the employee commencing work on that shift, all additional travel time may be paid by the employer by agreement between the employer and the employee concerned. Where an employee agrees to work at an alternate site, agreement to payment for additional travel time will be considered on a case-by-case basis and will not be unreasonably refused by the employer.

22. Public holidays

The provisions of this clause apply to full-time and regular part-time employees only and do not apply to casual employees.

In this clause public holiday means:

- a) any day declared by or under a law of Victoria to be observed generally within Victoria as a public holiday by people who work in that State, other than:
 - i. a day declared by or under (or determined in accordance with a procedure under) the law of the State to be observed as a public holiday in substitution for a day named in paragraph (a); or

- ii. any other type of day excluded by Federal or State legislation or regulations which prohibit that day from counting as a public holiday.

Where a public holiday falls on a day on which an employee is required to work and has agreed to work, the employee will be paid at the rate of double time and a half.

A casual employee working on a public holiday will be paid at the rate of double time and a half.

Nothing within this clause will operate to reduce employees entitlements under the NES and section 114 of the Fair Work Act 2009 ("Act") will operate in respect of this clause.

23. Annual Leave

- a) Annual leave is provided in accordance with the NES and the terms within.
- b) Annual leave accrues progressively according to an employee's ordinary hours of work and accumulates from year to year.
- c) Full-time employees accrue the equivalent of four weeks paid annual leave per year.
- d) Part-time employees accrue paid annual leave on a pro-rata basis.
- e) Casual employees are not entitled to annual leave.

23.1 Entitlement

- a) Annual leave applies to employees, other than casual employees.
- b) Employees are entitled to four (4) weeks' paid annual leave in accordance with the Act.
- c) Annual leave accrues on a weekly, pro rata basis and accrued from year to year.
- d) Annual leave is to be taken at such time or times as is agreed between the parties.
- e) The employer may require you to take any significant accrued, but untaken, leave entitlement at any time or times reasonably directed by the employer. However,
 - i. the employer will only direct an employee to take any accumulated annual leave which has been accrued by the employee for more than one year; and
 - ii. Where it would not result in your remaining accrued entitlement to paid annual leave being less than six weeks.
- f) On termination, any accrued, but untaken, annual leave will be paid to each employee calculated on the hourly rate as specified in clause 35.
- g) Leave Loading is not payable, as it is incorporated into the employees ordinary hours rate of pay.

23.2 Notification

The employee shall notify the Company when applying for annual leave:

- Time of taking annual leave
- This clause shall apply to all annual leave where taken according to a roster, in the form of a part closedown or a part closedown/part rostered leave.

Except where agreement is reached in accordance with this clause the annual leave shall be given and taken as

directed by the Employer on the following basis:

- a) in one continuous period of four weeks; or
- b) in two separate periods, one of which may be of no less than three weeks' duration.

Except where the provisions of this clause are applied, the annual leave may be taken by agreement between the Employer and the employee(s) on the following basis:

1. in two separate periods, both of which may be of less than three weeks' duration; or
2. in three separate periods.

In the case of rostered annual leave, agreement shall be between the Employer and the individual employee. In the case of a part closedown or a part closedown/part rostered leave, agreement shall be between the Employer and the majority of the employees concerned.

The Employer shall give each worker at least four weeks' notice of the date from which annual holiday shall be taken.

23.3 Annual Leave Exclusive of Public Holidays

Annual leave shall be exclusive of any public holidays, which may occur during the period of that annual leave and public holidays shall be paid for by the Company.

Annual leave to be taken where reasonable, the annual holiday shall be given by the Employer and shall generally be taken by the employee before the expiration of a period of twelve months after the date upon which the right to such holiday accrues. No employee can be required to change annual leave dates once approved by management.

23.4 Annual Leave taken as family leave

Notwithstanding the provision of this clause, an employee may elect, with the consent of the Employer, to take annual leave in single-day periods not exceeding five days in any calendar year at a time or times agreed between them.

Access to annual leave, as prescribed in clause above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

Calculation of service for annual leave for the purposes of this Agreement an employee's service with the Employer shall be in accordance with Section 22 of the Act.

23.5 Cashing out

- a) The employer and an employee may agree to cash out part of the employee's accrued annual leave provided that:
 - i. The cashing out will not result in the employee's remaining accrued entitlement to annual leave being less than 4 weeks; and
 - ii. Each cashing out of a particular amount of annual leave must be a separate agreement in writing between the employer and employee; and
 - iii. the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- b) An employee is able to cash out a maximum of 2 weeks annual leave per year.

- c) Cashing out of leave will be considered on a case-by-case basis subject to management discretion.

23.6 Excessive Leave Accruals

An employee will be considered to have an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.

If the employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try and reach an agreement on how to reduce or eliminate the excessive leave accrual.

23.6.1 Direction by Employer to take excessive leave accrual

If the Employer has genuinely tried to reach agreement with an employee, but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

However, a direction by the Employer:

- a. Must not result in, at any time, the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
- b. Must not require the employee to take any period of paid annual leave of less than one week; and
- c. Must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- d. Must not be inconsistent with any leave arrangement agreed by the employer and employee

24. Personal / Carers' Leave

24.1 Notification

For all periods of personal/carer's leave or compassionate leave, an employee must give his or her employer notice of the taking of such leave. The notice must be given to the employer as soon as practicable and must advise the employer of the period, or expected period, of the leave.

Notification of absence due to personal level shall be done by a personal phone call to your manager/supervisor. Text messages are not a satisfactory means of notification of an absence.

Messages left with staff other than the Employee's supervisor will be deemed as not communicating an explanation for the Employee's absence. You must attempt to contact your supervisor directly, at least 2 times unsuccessfully and leave a voicemail for the supervisor, then call and leave a message with another staff member.

24.2 Evidence

Evidence for personal/carers' leave should be provided for any absence.

An example of evidence that would substantiate the reason for the personal /carers' leave could be, but is not limited to:

- Medical Certificate, or
- Statutory Declaration.

A failure to either provide notice or, if required, evidence that would satisfy a reasonable person to substantiate the reasons for the leave, means the employee is not entitled to the leave. In the event that appropriate

evidence is not provided, the period of absence will be treated as Leave without Pay unless otherwise approved by the company.

24.3 Entitlement

All full time and part time employees are entitled to paid personal leave of 10 days per annum, accumulating on a weekly pro-rata basis. Personal leave is when an Employee:

- isn't able to work because of an illness or injury, or
- needed to provide care or support to an immediate family or household member (because of an illness, injury, or unexpected emergency affecting the member).

For the purposes of this clause:

As per the definition in the NES, "Immediate Family" is:

- i A spouse, former spouse, de facto partner, former defacto partner, child, parent, grandparent, grandchild or sibling of the employee;
- ii. A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (or former spouse or de facto partner)of the employee.
- iii.This definition also includes step relations (eg step parents and step children as well as adoptive relations.

The Employee will not be paid out accrued or untaken sick leave on termination of employment.

When a member of the employee's immediate family requires care or support due to either a personal illness or injury, or an unexpected emergency affects them, and the employee's carer's leave entitlement is exhausted, the employee will be entitled to up to two (2) days' unpaid carer's leave (per occasion) in accordance with the Act.

24.4 Exhausted Personal Leave

In the event that an Employee has exhausted all of their paid Personal Leave entitlements, the Employee can apply for, and the Employer may approve, access to the employees paid Annual Leave and Long Service Leave entitlements, but only under exceptional circumstances. In this instance, the same evidentiary requirements, informing of mitigating circumstances, would still exist as per Medical Certificate Clause.

24.5 Makeup time

An employee (including those on shift work) may, with the consent of the Employer, elect to work makeup time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay, or at the shift work rate which would have been applicable to the hours taken off.

On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or relevant forms at the time when the agreement is made.

24.6 Absenteeism Control Measures

All Employees are required to regularly and reliably attend for work. In cases where there is a genuine concern that an employee may be misusing their personal/carers leave, for example—where an employee develops a pattern of single day absences adjacent to rostered days off and/or weekends and Public Holidays—the employee may be managed in accordance with the Fair Work Commission.

25. Compassionate leave

Employees are entitled to up to two days compassionate leave per occasion (paid at ordinary time) to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.

Payment for such leave shall be subject to the employee providing reasonable proof of the death and the relationship of the deceased where required. Casual employees are given unpaid carers or compassionate leave.

Immediate family has the same definition as that set out in the Act.

26. Family and Domestic Violence Leave

The Employee will be entitled to Family and Domestic Violence Leave in accordance with the NES.

27. Long Service Leave

The employee will be entitled to Long Service Leave in accordance with the applicable state legislation.

28. Community Service Leave

An employee who is called for Jury Duty or who is a member of a recognised voluntary emergency management organization, is entitled to leave without pay for the duration of participation in operations provided that the services of the employee are actually required by the voluntary or other organisational authority concerned.

In the case of volunteer activity, the employee must provide verification and certification from the organisation involved, that he/she has been accepted as a volunteer.

In the case of Jury Duty, employees who are engaged on a full-time or part-time basis are able to be absent for work on Jury service as per the requirements stipulated in the Juries Act 2000 (VIC) and/or the Act.

All terms and conditions of community service leave are in accordance with the NES and Section 111 of the Fair Work Act.

29. Parental Leave

Employees are entitled to unpaid parental leave and adoption leave in accordance with the NES.

30. Flexible Working Arrangements

An employee who is a parent, or has responsibility for the care of a child, may request the employer change his/her working arrangements to assist the employee to care for the child. This clause will apply if the child:

- a) is under school age; or
- b) is under 18 and has a disability.

The employee is not entitled to make the request unless:

- a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- b) for a casual employee—the employee:

- i. is a long term casual employee of the employer immediately before making the request; and
- ii. he/she has been engaged by the employer on a regular and systematic basis for a period of at least 12 months; and
- iii. has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

The request must be in writing and:

- a) set out details of the change sought and of the reasons for the change;
- b) must be submitted with 4 weeks notice prior to initial return to work date;
- c) the Employer must give the employee a written response to the request within 21 days; stating whether the Employer grants or refuses the request;
- d) the Employer may refuse the request only on reasonable business grounds, and;
- e) if the Employer refuses the request, the written response under this clause must include details of the reasons for the refusal.

For the avoidance of doubt, Section 66 of the Fair Work Act will operate in respect of this clause.

31. Termination of employment

Where a full time or part time Employee has completed probation, either party may terminate the Employee's employment by the provision of notice, or by payment or forfeiture in lieu of notice or a combination of both, as follows:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If the Employee is over 45 years old and has completed at least 2 years continuous service with the Employer, the Employee will be entitled to an additional week's notice, pay in lieu or a combination of both.

Casual employment may be terminated at any time by either party giving the other party one hours' notice.

31.1 Entitlements on Termination

On termination of employment, the Employee shall be paid any accrued annual leave on the base of the Employee's wages at the time of termination.

If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

The Employee also agrees that the Company may deduct any other amounts owed by the Employee to it from the amounts due to the Employee on termination.

Nothing in this clause will operate to reduce the employee's entitlements under the Fair Work Act.

31.2 Summary Dismissal

Notwithstanding the notice periods set out in this clause the employer may terminate an employee's employment without notice for serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the employer to continue the employment during the notice period. Examples of serious misconduct include, but are not limited to where an employee:

- a) commits a serious or persistent breach or non-observance of any of the provisions of this Agreement or the procedures or policies of the Employer;
- b) wilfully fails or wilfully neglects to perform or carry out their powers, functions or duties in an agreed manner or to the standard expected by the employer;
- c) is engaged in any conduct which seriously injures the reputation or standing of the employer or the employer's business;
- d) commits any act or omission which constitutes a breach of confidentiality with regard to the employer's business or the clients or customers of the employer;
- e) is convicted of any offence relating to dishonesty or violence;
- f) is convicted of any offence relating to dishonesty or violence;
- g) is involved in fighting, intimidation, bullying or other acts of violence in the workplace;
- h) attends for work in a state of intoxication or under the influence of drugs; or
- i) commits an act of theft or causes malicious damage to the employer's property or the property of other employees.

32. Redundancy

This provision is designed to reference the NES, the company will adhere to any changes in legislation if required by law.

32.1 Discussions before Redundancy Termination

- a) Where the employer has made a definite decision that a position should be made redundant and an employee in that position will subsequently be made redundant, the employer must hold discussions with the employees directly affected and any nominated employee representatives.
- b) The discussions will take place as soon as is practicable after the employer has made a definite decision that redundancies will occur. The parties will discuss any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- c) For the purpose of the discussion the employer will, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations. This document will include:

- i. the reasons for the proposed terminations;
 - ii. the number and categories of employees likely to be affected, and
 - iii. the number of workers normally employed and the period over which the terminations are likely to be carried out.
- d) The employer will not be required in the document to disclose any information the employer regards to be confidential.

32.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in this clause, the employee is entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated.

- a) The employer may choose to make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

32.3 Time off work during notice period

- a) During the period of notice of termination given by the employer an employee is allowed up to 1 day's time off without loss of pay during each week of the notice period for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee, at the request of the employer, will be required to produce proof of attendance at an interview or he/she will not receive payment for the time absent.
- c) For the purpose of this clause a statutory declaration will be sufficient.

32.4 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined above, upon request from the employee, the employer will provide written documentation that will notify Centrelink as soon as possible regarding the number and categories of the employees likely to be affected, and the period over which the terminations are intended to be carried out.

33.5 Severance Pay

33.5.1 Redundancy Pay Entitlements

Employees receive redundancy pay based on their continuous period of service with their employer. This amount is paid at the employee's base pay rate for ordinary hours worked.

An employee's base rate of pay is the pay rate they receive for working their ordinary hours.

An employee whose employment is terminated as a result of a position becoming redundant as described in this clause is entitled to the following severance pay:

Period of continuous service	Severance pay
1 year and less than 2 years	4 weeks' pay

2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Note – As per the severance scale detailed above, the maximum severance entitlement an employee is able to receive with greater than ten years' service or above is 12 weeks.

Some employees don't get redundancy pay when their job is made redundant. The following employees don't get redundancy pay:

- Employees whose period of continuous service with the employer is less than 12 months
- Employees who are employed for a set period of time, or a season
- Employees who are dismissed because of serious misconduct
- Most casual employees
- Trainee employees engaged for the length of the training agreement
- Apprentices

32.5.2 Statutory Leave Entitlements

Long service leave will be calculated to the employee's termination date after 7 years' continuous service, including the notice period, even where payment in lieu of notice is provided. Annual leave will be calculated and paid to the employee's termination date.

32.5.3 Superannuation

Entitlements will be paid according to the employee's Plan membership level, and will be calculated to the final date of employment.

32.5.4 Employees leaving during notice

An employee whose employment is terminated as a result of a position becoming redundant as stated in this clause can terminate his/her employment during the period notice, and, if so, is entitled to the same benefits and payments under this clause had he/she remained with the employer until the expiry of such notice.

However, where the employee does not work the 4 weeks, the employee will not be entitled to payment in lieu of notice.

32.5.5 Employees Exempted

This clause does not apply:

- a) to employees with less than one years' continuous service;
- b) where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty; and/or

- c) to casual employees, apprentices or employees engaged for a specific period of time, or for a specific task or tasks.

Or any other requirement as specified in the NES.

32.6 Transfer of Business

An employee is not entitled to redundancy pay where there is a transfer of business from the employer to another employer in accordance with relevant sections of the Act.

PART III - REMUNERATION AND RELATED MATTERS

33. Classifications

Classifications	Positions
B1 On Commencement	B1 storeperson employed for less than 3 months. Performs some of the following tasks: <ul style="list-style-type: none"> - Picking and Packing - Operating an RF Scanner - Stock checks - Housekeeping
B1 After 3 Months	B1 storeperson employed for more than 3 months but less than 12 months. Performs some of the following tasks: <ul style="list-style-type: none"> - Picking and Packing - Operating an RF Scanner - Stock checks - Housekeeping
B1 After 12 Months	B1 storeperson employed for more than 12 months. Performs some of the following tasks: <ul style="list-style-type: none"> - Picking and Packing - Operating an RF Scanner - Stock checks - Housekeeping
B2	B2 storeperson. Performs some of the following tasks: <ul style="list-style-type: none"> - Equipped with Forklift Licence to allow operation of forklift related tasks - Picking and Packing - Operating an RF Scanner - Stock checks - Housekeeping
B3	B3 storeperson - Administration Assistant or Team Leader. Performs some of the following tasks: <ul style="list-style-type: none"> - Can supervise up to 10 employees - Preparation and receipt of appropriate documentation - Picking and Packing - Operating an RF Scanner - Stock checks - Housekeeping

Please note that casual employees will only be employed under classifications B1 to B2.

34. Rates of pay

- a. The wage and allowance rates applicable under this Agreement are set out in Attachments A, and B.
- b. (b Wage Rates and Allowance will be increased as follows during the term of this Agreement:
 - i. (i) An increase of 2% from the first full pay period to commence on or after 1st July 2025;
 - ii. (ii) An increase of 2.5% from the first pay period to commence on or after 1st July 2026; and
 - iii. (iii) A further increase of 2.5% from the first full pay period to commence on or after 1st July 2027.

34.1 Minimum hourly rate of pay

- a) The minimum hourly rate of pay according to their classification under this Agreement for adult employees will be paid.
- b) The hourly rates of pay will apply to regular part-time and full-time employees from the first pay period after the commencement of this Agreement can be found in Clause 45 of this agreement.
- c) Nothing in this Agreement precludes the employer from paying employees above the rates specified in this clause.
- d) As part of this Agreement all wage and classification levels will be reviewed annually.
- e) The employer and the employee may agree that the employee is to be paid an annual salary rather than the hourly rate specified in this Agreement. If an employee is to be paid an annual salary the amount of that salary must be specified in that employee's Letter of Offer.
- f) If, and only if, there is agreement between the employer and an employee under paragraph (e) above, the annual salary will be deemed to include:
 - a. any and all entitlements to leave, overtime, weekend or public holiday loading or allowance to which the employee may otherwise be entitled under this Agreement or any other award, agreement, statute or other instrument applicable to the employee's employment; and
 - b. compensation for time worked during the Specified Hours and all other service by way of overtime, additional hours or attendance at functions or training or otherwise outside the Specified Hours. The employee will not receive any additional remuneration for working additional hours.

If, at some stage during the employee's employment, the employee becomes entitled to any additional benefits under any award, agreement or statute (not otherwise provided for at the date of commencement of this Agreement) that exceed or are not included in the employee's entitlements under any salary agreement, the employer will be entitled to apply any remuneration paid, payable or provided to the employee during the employment against any entitlements that may be owing to the employee.

Nothing in this clause will operate to reduce the employee's entitlements under the Fair Work Act.

34.2. Motor Vehicle Allowance

When an employee is authorised by the employer to use their private motor vehicle for the business of the employer, the employee will be paid a motor vehicle allowance to the amount as prescribed by the ATO.

Where an employee is authorised by the employer to use their private motor vehicle for the business of the employer and the employee uses their motor vehicle substantially for that business, the employer may negotiate a fixed car allowance with the employee.

34.3. Meal allowance

An employee will be paid a meal allowance as per the table in clause 48 if the employee:

- a) is required to work overtime for more than two hours after the usual hour of ceasing duty; and
- b) has been provided with less than 24 hours of notice to work such overtime.

34.4. First Aid Allowance

An employee who has been trained to render First Aid and who is the current holder of appropriate First Aid qualifications such as a Certificate from St. John's Ambulance or similar body, and is appointed by the employer to act as the First Aid Representative, will be paid a weekly allowance as cited in clause 48.

35. Payment of wages

35.1 Remuneration

The company will pay the employee as a minimum, the rates set out in the Letter of Offer. The Employee's Salary (less taxation) will be paid weekly in arrears and credited into the Employee's nominated financial institution. The pay week runs from Sunday to Saturday.

Payment of salary will be transmitted from the employer into the employee's nominated account(s) on Thursday. It is beyond the control of the employer when the employee's nominated institution releases the funds. A pay advice will be available for the employee the same day or next day of the bank transfer. The company may change the payday or the pay frequency at their discretion and employees will be given at least 30 days notice of any such changes.

An employee may nominate to have a % or fixed amount of his/her payment to be deposited each week into different accounts.

In the event that an overpayment is made to an employee, the Company will approach the Employee to discuss the matter further.

35.2 Time and wages records

The employer will provide an employee with a pay slip on each pay week in respect of that pay period.

The employer will keep time and wages records showing the name of each employee the hours worked each week and the wages overtime and allowances (if any) paid each week.

36. Superannuation

The employer will pay the legislated superannuation contributions on behalf of each employee into either the employer approved superannuation fund, or for any particular employee, another fund chosen by that employee, in accordance with the requirements of Federal superannuation legislation.

The amount of the superannuation contribution in respect of each employee will vary from time to time and will be sufficient to avoid the imposition of a levy against the Employer under the provisions of the Superannuation Guarantee Charge Act 1992 (Cth).

36.1 Salary sacrifice

Employees may choose to participate in a salary sacrifice program in relation to benefits.

An employee may make an agreement in writing with the employer to participate in a voluntary salary sacrifice program in relation to superannuation contributions.

The employer may revoke the salary sacrifice agreement at any time by giving four weeks' notice, and/or change benefits under the program if required to do so by changes to legislation.

PART VI – OTHER MATTERS

37. Occupational health and safety

The Employer is committed to providing, maintaining, and improving the standards of health and safety in the workplace.

38. Property of the employer

All employees must maintain the premises, plant, equipment, amenities, and property of the Employer in good condition.

On termination of the employment of the employee, or sooner if the employer requests, an employee will, without making or retaining any copies, deliver to the employer all property including but not limited to all keys, records, documents, all uniform, branded clothing (including headwear), or any other property of the employer in the employee's possession.

39. Dress Code

All Employees, and in particular those employees who have contact on a daily basis with the clients and customers of the employer, must dress appropriately and maintain a neat appearance at all times.

All employees covered by this Agreement are required to abide by the business Dress Code, which prescribes that all Trunk warehouse staff are required to wear their Trunk Group uniform during all working hours, including all required PPE,

39.1 Uniform

The employer will provide each permanent employee (and each casual with more than 3 months regular and systemic service with the employer) with the following uniform:

- 4 x Polo Shirts;
- 3 x Fluro vests; and
- 1 x Jacket.

The employer will provide each casual with more than 3 months regular and systemic service with the employer with the following uniform:

- 3 x Polo Shirts;

- 2 x Fluro vests; and
- 1 x Jacket.

If the employee feels any article of his/her uniform needs replacing, he/she can request such article be replaced owing to “fair wear and tear”. The determination of whether the article should be replaced is solely that of the employer, but the employer will not unreasonably refuse requests in such circumstances.

In addition to the above items, the following branded uniform items are available for purchase by employees:

- Cap
- Beanie
- Jumper

39.1.1 Uniform Allowance

The employer will provide each employee with a uniform allowance payment to the amount of \$100, paid in their normal pay run in the first full pay period after each year’s anniversary of the effective date of this Agreement.

40. Training

The employer will provide and pay for training as required by the employer from time to time. The employer recognises that training is an integral part of career development. The progress of an employee through the organisation is dependent on the employee gaining additional skills and competencies. employees must attend all training sessions that are arranged for them by the employer. The employer will provide and pay for First Aid Training to those selected by the employer to be the employee First Aid Representative.

40.1 Licenses

Employees possessing the appropriate licence to enable them to drive forklifts or handle dangerous goods, and who are directed to do so by the employer, will have all licence and training costs and fees, incurred as a result of renewing such appropriate licences, fully reimbursed to them as determined by the employer.

Training for forklift licence renewal will be conducted by the training provider determined by the employer.

The suspension or cancellation of an Employee’s forklift license will allow the Employer to transfer the Employee to a B1 classification and pay rate.

41. Annual Shutdown

During a period of annual shut down an employee may be required to take annual leave up to a maximum amount of two weeks per annum.

The employer will give one month’s notice in writing to such employees.

If an employee does not have enough accrued annual leave to cover the period of the shutdown, they will be given leave without pay.

42. Peak Periods

During peak volume periods, the Employer acknowledges that there may be an increased need for labour, and a such may not be able to accommodate all requests for leave during this time. To manage these requests fairly and efficiently, the following procedure will be implemented:

- a. All leave requests will be evaluated on a case-by-case basis. Consideration will be given to the operational needs of the Employer, the timing and duration of the leave request, and the specific circumstances of the Employee.
- b. In instances where multiple leave requests are received for the same period, priority will be given to the requests in the order they were received. This "first-in, best-dressed" approach will be applied unless there are exceptional circumstances that warrant deviation from this policy.
- c. The Employer reserves the right to consider exceptional circumstances that may necessitate granting leave to an Employee out of the established order. Such circumstances may include, but are not limited to, medical emergencies, family emergencies, or other significant personal matters.
- d. Employees are required to submit leave requests as early as possible. The Employer will review and respond to leave requests within a reasonable timeframe. Approval of leave requests is at the sole discretion of the Employer and will be communicated to the Employee.
- e. The Employer retains the right to decline leave requests during peak volume periods if granting the leave would significantly impact operational requirements. In such cases, the Employer will work with the Employee to identify alternative leave periods where possible.

43. Standing down employees

The employer has the right to deduct payment for any time the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

In these situations consideration will first be given to the following alternatives before deduction of pay occurs:

- a) Redeployment into other productive duties;
- b) Where redeployment cannot be achieved, deployment onto any paid leave owing. Paid leave includes:
 - i. annual leave;
 - ii. long service leave; and
 - iii. banked overtime (time off in lieu of overtime).

44. Obligations of confidentiality

The Employee acknowledges that all Confidential Information is the exclusive and valuable property of the Employer, and is received by the Employee in circumstances of strictest confidence.

- a) The Employee may use Confidential Information for the purposes of providing services to the Employer in the course of employment.
- b) The Employee must not use Confidential Information for any other purpose without the Employer's express prior written approval.
- c) The Employee must not disclose Confidential Information to another Employee of the Employer except on a need to know basis, and with the prior approval of a superior of the Employer.
- d) The Employee must take all reasonable precautions to prevent an unauthorised disclosure of Confidential Information, including the following precautions:

- i. the Employee must at all times store Confidential Information safely and securely; and
 - ii. The Employee must not remove Confidential Information from the premises at which it is stored except where it is necessary to do so, and a superior of the Employee has previously approved such removal.
- e) The Employee must immediately deliver to the Employer all media embodying Confidential Information which is the Employee's possession, custody or control:
 - i. On termination of the Employee's employment with the Company; or
 - ii. If at any time the Employer requests the Employee to do so.
- f) The Employee must agree to comply with any other reasonable obligations relating to Confidential Information required from time to time by a customer of the Employer.

ATTACHMENT A: WAGE RATES

45. STOREPERSON CLASSIFICATIONS - PERMANENT EMPLOYEES

Level	Current rate from first full pay period after 1/7/2024	Plus 2% from first full pay period after 1/7/2025	Plus 2.5% from first full pay period after 1/7/2026	Plus 2.5% from first full pay period after 1/7/2027	Role Description
B1. On Commencement	\$27.58	\$28.13	\$28.84	\$29.56	B1 Storeperson
B1. After 3 Months Employment	\$27.93	\$28.48	\$29.20	\$29.93	B1 Storeperson after 3 months of employment but not more than 12 months
B1. After 12 Month Employment	\$28.26	\$28.82	\$29.55	\$30.28	B1 Storeperson after 12 months of employment
B2	\$29.85	\$30.45	\$31.21	\$31.99	B2 Storeperson
B3	\$31.14	\$31.76	\$32.55	\$	B3 Storeperson

46. STOREPERSON CLASSIFICATIONS - CASUAL EMPLOYEES

Level	Current rate from first full pay period after 1/7/2024	Plus 2% from first full pay period after 1/7/2025	Plus 2.5% from first full pay period after 1/7/2026	Plus 2.5% from first full pay period after 1/7/2027	Role Description
B1. On Commencement	\$34.48	\$35.17	\$36.03	\$36.95	B1 Storeperson
B1. After 3 Months Employment	\$34.91	\$35.61	\$36.50	\$37.41	B1 Storeperson after 3 months of employment but not more than 12 months

B1. After 12 Month Employment	\$35.32	\$36.03	\$36.93	\$37.85	B1 Storeperson after 12 months of employment
B2	\$37.31	\$38.06	\$39.01	\$39.99	B2 Storeperson

47. Juniors

Age	Rate
< 19 years old	70% of applicable grade rate
> 19 years and < 20 years old	80% of applicable grade rate

Any employee over the age of 20 years old is eligible to receive the full applicable grade rate.

48. Allowances

Allowance	Detail	Rate
Meal Allowance	Applicable for any employee who is required to work overtime in excess of two hours	\$20.09
First Aid Allowance	Per clause 34.4	\$15.57
Motor Vehicle Allowance	Paid or payable to an employee to compensate them for any business use of his or her own private vehicle.	Per KM rate as per the ATO

Please note these allowances are the only applicable allowances to employees covered by the scope of this agreement. Allowances may be added at any time if applicable. Allowance rates will be adjusted in line with annual wages % increases and/or as per the award.

49. Workplace delegates' rights

This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act. Under this clause:

- employer means the employer of the workplace delegate;
- delegate's organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected; and
- eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

An employee who ceases to be a workplace delegate must give written notice to the employer as soon as practicable.

Right of representation

A workplace delegate may represent the industrial interests of eligible employees in matters including but not limited to:

- consultation about major workplace change;
- consultation about changes to rosters or hours of work;
- resolution of individual or collective grievances or disputes;
- performance management and disciplinary processes;
- enterprise bargaining; and

- f. any process or procedure in which the employees are entitled to be represented.

Entitlement to reasonable communication

- a. A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of the employees under this clause. This includes discussing membership of the delegate's organisation with the employees and consulting the delegate's organisation in relation to matters in which the workplace delegate is representing employees.
- b. A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

Entitlement to reasonable access to the workplace and workplace facilities

The employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the employer does not have them:

- a. a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- b. a physical or electronic noticeboard;
- c. electronic means of communication that are ordinarily used by the employer to communicate with eligible employees in the workplace;
- d. a lockable filing cabinet or other secure document storage area; and
- e. office facilities and equipment including printers, scanners, photocopiers and wi-fi.

Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a. The employer is not required to provide the 5 days or 1 day of paid time during normal working hours, to more than one workplace delegate per 50 eligible employees.
- b. A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered or required to work on a day on which the delegate is absent from work to attend the training.
- c. The workplace delegate must give the employer as much notice as is practicable, and not less than 5 weeks' notice, of the dates, subject matter and the daily start and finish times of the training.
- d. The workplace delegate must, on request, provide the employer with an outline of the training content.
- e. The employer must advise the workplace delegate as soon as is practicable, and not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- f. The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

Exercise of entitlements under clause

- a. A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent employees exercising their rights to freedom of association.
- b. This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

- c. This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE 1: Under section 350A of the Act, the employer must not:

- a. unreasonably fail or refuse to deal with a workplace delegate; or
- b. knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

NOTE 2: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with this clause.

SIGNATURE PAGE:

Signed by employee representative:

Signature: Andre Spina

Full Name: Andre Spina

Address of Signatory: 143 Portlink Drive, Dandenong South

Position: Team Leader

Date: 19-08-2024

Signed by employee representative:

Signature: Debbie Turner

Full Name: Deborah Turner

Address of Signatory: 25B Niton Drive, Truganina

Position: Pick Packer

Date: 19-08-2024

Signed by employee representative:

Signature: Troy Kailahi

Full Name: Troy Kailahi

Address of Signatory: 25B Niton Drive, Truganina

Position: Forklift Driver

Date: 19-08-2024

Signed by employer representative:

Signature: Brooke Harris

Full Name: Brooke Harris

Address of Signatory: 143 Portlink Drive, Dandenong South

Position: People and Culture Manager

Date: 19-08-2024