

Newcastle, NSW
Service Centre

Enterprise Agreement
2024

1. TITLE

This Agreement shall be known as the **CHEP Newcastle (NSW) Service Centre Enterprise Agreement 2024 (the “Agreement”)**.

2. ARRANGEMENT

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3. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the 7th day after its approval by The Fair Work Commission. The nominal expiry date of this Agreement shall be 15 March 2027.

4. APPLICATION OF AGREEMENT

4.1. This Agreement is made between:

- a) CHEP Australia Limited, Level 29, 255 George Street, Sydney, NSW (ABN 11 117 266 323) ('the Company'); **and**
- b) The employees of the Company who are engaged to work in the classifications set out in this Agreement and who are engaged to work at the Company's Service Centres located at:

55 Enterprise Drive, Beresfield in the State of New South Wales ('**the employee(s)**').
- c) The United Workers Union, 800 Bourke Street, Docklands, Victoria ('**the union**'), or any other employee organisation (if any), that is noted in the approval decision of The Fair Work Commission under s.201(2) of the Act as an employee organisation covered by the Agreement.

4.2 This Agreement shall apply to:

- a) The Company; and
- b) The employees, whether said employees are members of a registered employee organisation or not.

To avoid any doubt this Agreement has no application to any person employed in the position of Service Centre Manager, Service Centre Supervisor or any other employee not described in the classifications set out in this Agreement.

5. LIMITATION ON APPLICATION OF AGREEMENT

To avoid any doubt, this Agreement shall only apply at the Company's Service Centres located at the addresses referred to in clause 4.1 above.

6. COPY OF AGREEMENT

Each employee shall upon request be supplied with a copy of this Agreement

7. DEFINITIONS

- 7.1. '**The Act**' shall mean the *Fair Work Act 2009* (Cth) as varied from time to time.
- 7.2. '**Forklift driver**' means a driver of any manually operated or mechanically powered device used for lifting, in connection with the repairing or making of any special holding or handling crates, platforms or the like used for material handling. that requires the possession of a Forklift Licence as issued by WorkSafe NSW under the NSW Occupational Health and Safety Regulations
- 7.3. '**Afternoon shift**' means any shift finishing subsequent to 6.00 pm and at or before midnight.
- 7.4. '**Night shift**' means any shift finishing after midnight and at or before 8.00am.
- 7.5. '**Continuous Shiftworker**' is for the purposes of the NES, defined as an employee who is a 7 day shift worker: where shifts are continuously rostered for at least seven (7) days a week; and is regularly rostered to work those shifts; and regularly works on Sundays and public holidays

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- 7.6. **'Non-continuous Shiftworker'** means an employee engaged to work in a system of non-continuous shifts, being morning, afternoon, and night shifts
- 7.7. **'Materials handling'** includes the duties involved in the storing, processing and issue of materials handling devices specific to each workplace. Duties will include the receipt, sorting, repair and preparation for issue of these devices. Whilst the progression through the grades is skills based it is accepted that work experience is required to fully understand the skills acquired, in particular, progression through the grades will be based on the individual merits of the employee and also on the available number of these positions at the service centre.
- 7.8. **'Ordinary time earnings'** shall include the:
- i. classification rate
 - ii. shift loadings; and
 - iii. any penalties where such penalties are part of the employee's normal earnings,
- excluding
- overtime
 - travel
 - meals or annual leave loading.

8. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

- 8.1. This Agreement operates to the exclusion of any other industrial instrument including, but not limited to, any modern award or transitional instrument.
- 8.2. This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall apply.

9. NO EXTRA CLAIMS

- 9.1. It is agreed between the parties that:
- a) Up to the nominal expiry date, the employees covered by this Agreement will not pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
 - b) The Agreement covers all matters that could otherwise be the subject of protected action.

Up to the nominal expiry date, the employees will not take protected industrial action.

10. ANTI-DISCRIMINATION

- 10.1. It is the intention of the Company and the employees to prevent and eliminate discrimination on the basis of any prohibited grounds including:
- a) race,
 - b) colour,
 - c) sex,
 - d) sexual preference,
 - e) age,
 - f) physical or mental disability,
 - g) marital status,
 - h) family responsibilities,
 - i) pregnancy,
 - j) religion,
 - k) political opinion,
 - l) national extraction; or
 - m) social origin.

10.2. Nothing in this clause is to be taken to affect:

- a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- b) An employee, employer or registered Organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission (or relevant agency).

11. CONSULTATION ABOUT CHANGE IN THE WORKPLACE

11.1. Company's duty to consult

- a) Where the Company has:
 - i) made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effect on employees (**Major Change**); or
 - ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees (**Change to Regular Roster or Ordinary Hours of Work**);the Company shall notify relevant employees and/or any nominated representatives who may be affected by the proposed changes.

Significant effects include:

- i. termination of employment,
 - ii. major changes in the composition, operation or size of the Company's workforce; or in the skills required;
 - iii. elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - iv. the alteration of hours of work;
 - v. the need for retraining or transfer of employees to other work or locations;
 - vi. and the restructuring of jobs.
- b) For the purpose of this clause 11, relevant employees means the employees who may be affected by a Major Change or a Change to Regular Roster or Ordinary Hours of Work.

11.2. Consultation about major change

For the purposes of clause 11.1 i a), above, the following provisions apply:

- a) Relevant employees may appoint a representative for the purposes of the procedures in this clause 11.

If a relevant employee appoints, or relevant employees appoint a representative for the purposes of consultation, the employee(s) will notify the Company of the identity of the representative and the Company will recognise the representative.
- b) The Company shall discuss with the employees affected and their nominated representatives, inter alia:
 - i. the introduction of the changes referred to in clause 11.1,
 - ii. the effect the changes are likely to have on employees,
 - iii. measures to avert or mitigate the adverse effects of such changes on employees.The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 11.1.
- c) The Company shall give prompt consideration to matters raised by the employees and/or their nominated representatives in relation to the changes.
- d) For the purpose of such discussion, the Company shall provide in writing to the employees concerned and their nominated representatives, all relevant information about the changes including:

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- i. the nature of the changes proposed,
 - ii. the expected effects of the change including the nature of the change proposed; and
 - iii. any other matters likely to affect employees.
 - e) For the purposes of this clause 11.2, the Company shall not be required to disclose confidential or commercially sensitive information, the disclosure of which would be inimical to the Company's interests.
 - f) To the extent that a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Company's enterprise, the requirements of this subclause 11.2 are taken not to apply.

11.3. **Consultation about change to regular roster or ordinary hours of work**

For the purposes of clause 11.1 a) ii, above, the following provisions shall apply:

- a) The Company must notify the relevant employees of the proposed change and the provisions outlined in 11.2 i) above applies.
- b) As soon as practicable after proposing to introduce the change, the Company will discuss with relevant employees the introduction of the change.
- c) For the purposes of the discussion, the Company shall provide relevant employees with:
 - i. relevant information about the change, including the nature of the change;
 - ii. information about what the Company reasonably believes will be the effects of the change on employees; and,
 - iii. information on any other matters that the Company reasonably believes are likely to affect the employee.
- d) The Company will invite relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- e) The Company will give prompt and genuine consideration to matters raised about the change by relevant employees.
- f) The provisions outlined in clause 11.2 f) above.

12. **DISPUTE RESOLUTION PROCEDURE**

- 12.1. This dispute resolution procedure applies to any dispute between the parties about any matter arising under the Agreement and/or any dispute in relation to the National Employment Standards.
- 12.2. The parties will first attempt to resolve the dispute at the workplace level, including, but not limited to:
 - a) the employee and his or her supervisor meeting and conferring on the matter; and
 - b) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate).
- 12.3. The parties acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party at any stage in the dispute resolution procedure.
- 12.4. During the time when the parties attempt to resolve the matter it is agreed that:
 - a) The employee will continue to work in accordance with his or her contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) The employee will comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or another workplace;
 - c) Work must continue without any form of stoppages, strikes, lockouts and/or other bans or limitations on the performance of work; and

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- d) The parties will cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.
 - e) The status quo shall be maintained until the matter is resolved. The status quo is defined as that which existed immediately prior to the change or incident or event which led to the dispute.
- 12.5. If a matter in dispute cannot be resolved at the workplace level and after application of the above described steps, either party may refer the matter to The Fair Work Commission for assistance in resolving the dispute via conciliation and/or mediation.
- 12.6. If the matter still remains unresolved after conciliation, then by agreement between the parties at that time, The Fair Work Commission may be asked to arbitrate the dispute and all parties will accept the outcome, subject to any legal appeal procedures. It is agreed that The Fair Work Commission shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

13. WORKPLACE CONSULTATIVE COMMITTEE

- 13.1. A Workplace Consultative Committee shall be established consisting of an equal number of management and elected workforce representatives. Unless otherwise agreed this shall be not exceed more than one (1) representative per shift.
- 13.2. Upon the commencement of this Agreement the Workplace Consultative Committee shall: a. Meet at least every three (3) months or as required from time to time; b. Establish a Committee Charter that outlines:
- i. The purpose of the Committee; and
 - ii. The role of each Committee member
- 13.3. The matters to be discussed by the Committee shall normally be limited to matters pertaining to the successful implementation and application of this Agreement, but at times, may include broader issues, consistent with clause 11 – Consultation about Change in the Workplace.
- 13.4. Any dispute arising from matters under consideration by the Committee shall be dealt with in accordance with clause 12 - Dispute Resolution Procedure.

14. EMPLOYEE DUTIES

- 14.1. Employees are required to perform such duties as required by the Company consistent with their skills and competence and in accordance with safe working practices.
- 14.2. Employees are required to comply with Company policies, procedures and site rules as amended from time to time. Such policies and procedures and site rules do not form part of this Agreement and are not incorporated into this Agreement for any purpose.
- 14.3. Employees are required to work diligently and faithfully.
- 14.4. The Company at its discretion may amend employee duties and responsibilities from time to time in accordance with the classifications.

14.5. CONTINUOUS IMPROVEMENT

During the life of this agreement the Company may implement technological improvement initiatives that could have proven results to positively impact on productivity, quality and safety. The expectation of the Company would be that the employees covered by this agreement genuinely agree to participate and commit to continuous improvement in productivity, quality and safety outcomes at the respective sites.

15. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 15.1. An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect terms of this Agreement if:
- a) The agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;

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- 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 agreement is genuinely agreed to by the employer and the employee.
- 15.2. The Company must ensure that the terms of the individual flexibility arrangements:
- 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
- 15.3. The Company must ensure that the individual flexibility arrangement:
- a) Is in writing; and
 - b) Includes the name of the Company and the employee; and
 - c) Is signed by the Company and the employee and if the employee is under the age of 18 years of age, signed by a parent or legal guardian of the employee; and
 - d) Includes details of:
 - i. The terms of the 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 employment as a result of the arrangement; and
 - e) States the day on which the individual flexibility arrangement will commence.
- 15.4. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 15.5. The employee or the Company 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 employee and the Company agree in writing – at any time.

16. TYPES OF EMPLOYMENT

- 16.1. Employment shall be either on a full-time, part-time, fixed-term, or casual basis. This will be determined at the time of engagement.
- 16.2. New permanent employees to the Company and who are to be covered by this Agreement will be subject to a six (6) month qualifying period. During the qualifying period an employee or the Company may terminate the employment on one (1) weeks' notice.
- 16.3. The Company may vary the place of employment from time to time at its discretion. Employees accept that from time to time the Company may request that Employee work from alternate locations.
- 16.4. **Full-Time Employment**
- a) A full-time employee will be engaged to work 38 ordinary hours per week.
 - b) In addition to ordinary hours, a full-time employee may be required to work reasonable additional hours as requested by the Company.

16.5. Part-Time Employment

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- a) A part-time employee will usually work less than 38 ordinary hours per week but from time to time may be engaged to work up to 38 ordinary hours per week and any reasonable additional hours where business needs require.
 - b) A Part Time employee required to work on any shift shall be paid for a minimum of 3 hours regardless of hours actually worked, inclusive of any applicable shift loadings
 - c) Employees engaged part-time will receive pro-rata entitlements to those of a full-time employee.
 - d) At the time of commencement the Company will agree with the employee in writing of the regular pattern of work which shall include
 - i. The hours to be worked each day
 - ii. The days of the week the employee will work; and
 - iii. Start and finish times of each day
 - e) To avoid any doubt a part time employee will only be entitled to overtime for hours worked in excess of 8 hours in any one (1) day or 38 hours in any one week.
 - f) An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee.
 - g) A part-time employee shall be entitled to equal access to all training and promotional opportunities.
 - h) The Company shall give preference to an existing full-time employee who wishes to become a part-time employee.

16.6. **Fixed-Term Employment**

- a) A fixed-term employee is an employee engaged for a specific period of time or a specific task not exceeding four (4) months per occasion.
- b) A fixed-term employee may work either full-time hours or part-time hours
- c) Fixed-term employees will receive pro-rata entitlements to those of a permanent employee based on the specified period of employment
- d) Fixed-term employees will be notified in writing at the commencement of the engagement of the start and finish date of the employment period.
- e) To avoid any doubt fixed-term employees should have no expectation of on-going employment after the expiry date of the fixed-term period
- f) As stated in subclause 22.5 the provisions in clause 22 will not apply to fixed-term employees.
- g) Despite any other provision of this Agreement the period of notice required to terminate the employment of a fixed-term employee will be the lesser of:
 - i. The period of notice (if any) referred to in clause 22; or
 - ii. The remainder of the fixed term period.

16.7. **Casual Employment**

- a) This clause applies only to Company employed casuals.
- b) Additional labour may be obtained on a casual basis when and as required by the Company.
- c) A casual employee is an employee:
 - i. who is engaged and paid by the hour;
 - ii. whose services may be dispensed with at any time; and
 - iii. whose employment may be ended by either party without notice.

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- d) A casual employee shall be paid per hour 1/38th of the weekly rate of the relevant classification for the work performed plus a casual loading of 25% for all ordinary time worked.
 - e) A casual employee working overtime shall be entitled to normal overtime rates, which shall not include any shift loading.
 - f) A casual employee will be rostered on for a minimum four (4) continuous hours on any one occasion.
 - g) A casual employee who has performed work on a regular basis for a period of 12 months shall be offered permanent employment by the Company at the conclusion of the 12 months, if during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or part-time employee (as the case may be).

17. ORDINARY HOURS OF WORK – DAY WORKER

17.1. The ordinary hours of work for a day worker:

- a) shall not exceed 38 hours per week averaged over four (4) weeks
- b) may be worked on any day Monday to Friday inclusive.
- c) shall be worked between the span of ordinary hours of 6:00am and 6:00pm.

17.2. In addition to working their ordinary hours a day worker shall, when necessary to complete set production volumes or maintenance schedules, work reasonable additional hours as and when required by the Company.

17.3. **Weekends as ordinary hours**

- a) Subject to agreement between the Company and the majority of employees, ordinary hours of work may be altered to include Saturday and/ or Sunday.
- b) Where agreement is reached, the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- c) Where agreement is reached, the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time.

18. ORDINARY HOURS OF WORK – NON CONTINUOUS SHIFT WORKER

18.1. The ordinary hours of work for a non- continuous shift worker

- a) shall not exceed 38 hours per week averaged over a six (6) month period;
- b) may be worked on any day Monday to Friday;
- c) In addition to working their ordinary hours a fixed-shift worker may be required to work reasonable additional hours when necessary to complete set production volumes or maintenance schedules, work reasonable additional hours as and when required by the Company.

18.2. Shift start and finish times shall be determined by site Management.

- a) The current shift start and finish times are:
 - i. Day Shift between the hours of 06:00 to 16:00
 - ii. Afternoon Shift between the hours of 13:00 to 24:00
 - iii. Night Shift between the hours of 21:00 to 08:00

18.3. Once having been fixed, the time for commencing and finishing work by a shift worker shall not be altered by the Company without the Company giving seven (7) days' notice to the employee/s concerned. Where mutually agreed, hours can be changed with less notice.

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- 18.4. Where agreed, employees may volunteer to vary their start and finish times to be worked as ordinary hours and to be paid at ordinary time.
 - 18.5. A shift loading of 15% shall apply for any non-rotating afternoon shift.
 - 18.6. A shift loading of 27.5% shall apply for any non-rotating night shift.
 - 18.7. Overtime worked while on shift work shall be paid in accordance with the overtime provision.
 - 18.8. Shift workers who are not continuous shifts workers who may be required to on public holidays as ordinary shifts shall be paid as per the public holiday provisions.
 - a) Subject to agreement between the Company and the majority of employees, ordinary hours of work may be altered to include Saturday and Sunday.
 - b) Where agreement is reached, the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
 - c) Where agreement is reached, the minimum rate to be paid for a shift worker for ordinary time worked between midnight on Saturday and 9:00 pm on Sunday shall be double time
 - d) These penalty rates shall be paid in lieu of the shift loading provided in sub-clauses 18.6 and 18.7

19. ORDINARY HOURS OF WORK – CONTINUOUS SHIFT WORKER

- 19.1. The Company may instigate a continuous shift roster after consultation with employees, in order to meet business demands.
- 19.2. A continuous shift worker is defined as an employee who:
 - a) Is employed in a business in which shifts are continuously rostered over 24 hours a day seven (7) days a week; and
 - b) Is regularly rostered to work those shifts; and
 - c) Regularly works on Sundays and public holidays.
- 19.3. The ordinary hours of work for a continuous shift worker shall be an average of 38 hours per week over eight (8) weeks ("**work cycle**").
- 19.4. Shifts may be up to twelve ordinary (12) hours in duration.
- 19.5. Shifts may include reasonable rostered overtime paid at overtime rates which shall not exceed more than 20 hours averaged over a work cycle. Employees will be expected to work these reasonable additional hours.
- 19.6. Time worked in excess of twelve (12) hours in a single day or 38 normal hours in a single pay week shall be paid as per the overtime provision.
- 19.7. For continuous shift workers working ordinary hours a shift loading of 15% shall apply to ordinary afternoon and night shifts rotating with day work so as to give employees at least one third of their time off such afternoon or night shift.
- 19.8. A continuous shift worker who works on an ordinary rostered shift, which is performed on a Saturday, Sunday or Public Holiday will be paid as follows:

Saturday	150%
Sundays	200%
Public Holidays	200%
- 19.9. The commencement time of the shift worked shall determine the shift loading
- 19.10. Where a shift falls partly on a public holiday, shifts commencing on the Public Holiday will be regarded as the holiday shift. The employees and the Company may alter this arrangement for specific occasions by agreement.

20. BREAKS

When three (3) shifts are in operation all employees covered by this Agreement shall be entitled to a paid meal break of 20 minutes to be taken during the shift at a time suitable to operational requirements.

21. TIME OFF IN LIEU

- 21.1. With agreement between the employee and the Company, all time worked in excess of 7.6 ordinary hours per day, or on a public holiday may be banked at the ordinary rates in lieu of an overtime payment and accessed by the employee at a mutually agreed time. This agreement must be documented and may be withdrawn by either party with 4 weeks' notice.
- 21.2. Total banked hours shall not exceed 76 hours at any time.
- 21.3. Banked hours accrued shall be reviewed by the employee and their supervisor each month and may be taken as ordinary time monetary value, rather than time off, if mutually agreed between the employee and the Company.
- 21.4. If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- 21.5. Should an employee not wish to bank the additional 0.4 hours worked per shift, then, by agreement with the Company, the employee may choose to:
 - a) Leave each shift 0.4 hours early;
 - b) Leave 1.6 hours early each Friday;
 - c) Have the additional 0.4 hours per shift paid as overtime.

22. OVERTIME

- 22.1. The Company may require an employee to work reasonable additional hours at overtime rates, and such employee shall work overtime in accordance with such requirement, subject to legislative requirements.
- 22.2. For all work done in excess of ordinary hours between Monday to Friday, an employee shall be paid overtime at the rate of time and a half until the overtime is completed. In computing overtime, each day shall stand alone.
- 22.3. Overtime rates will be calculated on the base rate of pay (exclusive of shift loadings)
- 22.4. For all employees covered by this Agreement overtime worked on a Saturday shall be paid at the rate of time and a half.
- 22.5. For all employees covered by this Agreement overtime worked on a Sunday prior to 9:00 pm shall be paid at the rate of double time with a minimum payment on that rate for four hours.
- 22.6. The offer of overtime will be prioritised for employees who demonstrate consistent strong performance and attendance record. The Company reserves the right to identify those who demonstrate consistent strong performance and attendance at their own discretion.
- 22.7. **Rest period after overtime**
 - a) Wherever reasonably practicable overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
 - b) Where an employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and commencing ordinary work on the next day, the employee will be released until the employee has had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
 - c) If, on the instructions of the employer, an employee resumes work or continues work without having had 10 consecutive hours off duty, a full-time and part-time employee will be paid 200% of the minimum hourly rate, and a casual employee will be paid 225% of the minimum hourly rate, until released from duty and will then be absent until the

employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- d) The overtime rate for casual employees has been calculated by adding the casual loading prescribed to the overtime rate for full-time and part-time employees prescribed by clause 21.7(c).

23. STAND DOWN OF EMPLOYEES

- 23.1. The Company may stand down employees without pay during a period where an employee cannot be usefully employed because of any industrial action (other than industrial action organised or engaged in by the Company), breakdown of machinery or equipment if the Company cannot be reasonably held responsible for the breakdown, or any stoppage of work for any cause over which the Company cannot reasonably be held responsible.
- 23.2. Where an employee is stood down without pay in accordance with this provision, they may elect to have access to accrued annual leave or long service leave (if eligible) in lieu of unpaid leave.

24. TERMINATION OF EMPLOYMENT

24.1. NOTICE OF TERMINATION BY COMPANY

In order to terminate the employment of an employee the Company shall give to the employee the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
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

- 24.2. In addition to the notice in sub-clause 23.1, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years' continuous service, shall be entitled to an additional week's notice.
- 24.3. Payment in lieu of the notice prescribed in sub-clause 23.1 and/or sub-clause 23.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 24.4. In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time hours he/she would have worked during the period of notice had his/her employment not been terminated shall be used, including shift loading and first aid allowance.
- 24.5. This clause does not apply in the case of dismissal during a qualifying period or in the case of dismissal for serious misconduct; to employees engaged for a specific period of time or for a specified task or tasks; or to casual employees.
- 24.6. For the purposes of this clause, continuity of employment shall be calculated in accordance with the provisions of the Act.
- 24.7. **TIME OFF WORK DURING THE NOTICE PERIOD**
- a) Where the Company has given notice of termination to an employee, an employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.
- b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she

shall not receive payment of the time absent. For this purpose, a statutory declaration will be sufficient.

24.8. STATEMENT OF EMPLOYMENT

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

24.9. NOTICE OF TERMINATION BY EMPLOYEES

- a) The notice of termination required to be given by an employee shall be one (1) week only.
- b) If an employee fails to give notice or complete the notice period the Company shall have the right to withhold wages due to the employee with as maximum amount equal to the ordinary time rate of pay for the period of notice either required or not completed.

25. REDUNDANCY

25.1. DISCUSSIONS BEFORE TERMINATION

- a) Where the Company has made a definite decision that the Company no longer requires the job being done by the employee to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of the employee's employment by the Company, the Company shall hold discussions with the employees directly affected and with a representative of the employee's choice.
- b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of sub-clause 24.1(a) and shall cover inter alia, 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 purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned or a representative of the employee's choice., all relevant information about the proposed termination including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential or Commercially Sensitive information the disclosure of which would be inimical to the Company's interests.

25.2. TRANSFER TO LOWER PAID DUTIES

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

25.3. SEVERANCE ENTITLEMENTS

a) Existing Employee

In addition to the period of notice prescribed for ordinary termination in clause 23.1 of this Agreement an employee who was employed by the Company **before** 15 March 2012 and whose employment is terminated for reasons set out in clause 24.1(a) is entitled to the following:

- i. Four (4) weeks' pay, for each completed year of service, inclusive of any statutory notice period. The maximum severance payment under this sub-clause 24.3(a) is 52 weeks' pay.
- ii. Payout of all accrued, but untaken, annual leave entitlements (including leave loading)
- iii. A statement of employment.

b) New Employee

In addition to the period of notice prescribed for ordinary termination in sub-clause 23.1 of this Agreement an employee who was employed by the Company **on or after** 15 March 2012 and whose employment is terminated for reasons set out in sub-clause 24.1(a) is entitled to the following:

- i. Severance pay in accordance with minimum legislative requirements
 - ii. Payout of all accrued, but untaken, annual leave entitlements (including leave loading)
 - iii. A statement of employment.
- c) "Week's pay" for the purpose of this sub-clause 24.3 means the ordinary time rate of pay for the employee concerned, and includes shift loading and first aid allowance where applicable.

25.4. COMPANY OBTAINS ALTERNATIVE EMPLOYMENT

Despite any other provision of this Agreement, the Company may make an application to The Fair Work Commission to reduce the severance pay specified by subclause 24.3 to a lesser amount (which may be nil) in circumstances where the Company obtains other acceptable employment for the employee.

25.5. EMPLOYEE LEAVING DURING NOTICE

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 23.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

25.6. TRANSFER OF BUSINESS SITUATION

Despite any other provision of this Agreement, the Company will have no obligation to make the severance payments prescribed in subclause 24.3 in circumstances where there is a *transfer of employment* as defined in the Act and the new employer recognises the particular employee's continuous service with the Company as service with the new employer.

25.7. REFUSAL OF ALTERNATIVE EMPLOYMENT

- a) Despite any other provision of this Agreement, the Company will have no obligation to make the severance payments prescribed in subclause 24.3 in circumstances where the employee rejects an offer of employment from another employer that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Company and the new employer recognises the particular employee's continuous service with the Company as service with the new employer.
- b) This subclause will only apply where a *transfer of employment* as defined in the Act would have occurred if the employee had accepted the offer of employment with the new employer.

25.8. TIME OFF DURING NOTICE PERIOD

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

25.9. EMPLOYEES EXEMPTED

This clause 24 does not apply to employees terminated as a consequence of serious misconduct that justifies dismissal without notice; employees serving the qualifying period; apprentices; trainees; employees engaged for a specific period of time or for a specified task or tasks; or casual employees.

26. CLASSIFICATIONS AND WAGE RATES

26.1. CLASSIFICATION DEFINITIONS

Appendix A contains the classification structure which may be reviewed by the parties covered by this Agreement during the life of the Agreement and may be varied in accordance with clause 11.

26.2. WAGE RATES

Appendix B contains the base wages to be applied from the first full pay period on or after the date specified.

26.3. INCENTIVE PAYMENTS

- a) During the life of this Agreement employees may become eligible to participate in an incentive program based on productivity, quality and performance.
- b) The incentive program does not form any part of this Agreement and eligibility and participation may be altered or withdrawn following consultation with the relevant employees.

26.4. ALLOWANCES

The allowances are expressed in **Appendix B** of this Agreement and shall increase at the same time and by the same percentage increase as any wage increase under this Agreement.

a) Meal allowance

An employee required to work overtime for a total of 3 hours or more before and/or after their usual shift on any day, Sunday to Friday, shall be provided with a meal by the Company or paid an allowance as per Appendix B for the provision of a meal.

b) Health and Safety Representative (HSR) allowance

CHEP will provide a HSR Allowance as outlined in Appendix B for employees performing in an approved HSR role and have been externally trained to carry out this role.

c) First aid allowance

- i. 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 the St. John's Ambulance or similar body shall be paid a weekly allowance as per Appendix B if appointed by the Company as a first aid attendant.
- ii. The first aid allowance is not to be paid when the appointed employee is on annual or personal leave but may be transferred to another qualified employee as appointed by the Company.

27. PAYMENT OF WAGES

- 27.1. Wages due to a weekly employee shall be paid not later than the Thursday of any week, by electronic funds transfer, provided that such payment need not include payment for any overtime worked within 48 hours prior to the time at which the wages are paid.

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- 27.2. The Company reserves the right to alter the pay date under the agreement, in line with operational requirements. Where a change is made to the pay date, 4 weeks' notice will be provided

28. SUPERANNUATION

- 28.1. The Company shall make employer funded superannuation guarantee contributions in accordance with superannuation legislation as amended from time to time.
- 28.2. An employee is entitled to choose an alternative superannuation fund, that the employee would like superannuation entitlements paid into provided that the fund is an eligible fund to which the Company may make contributions under applicable legislation.
- 28.3. The employee is entitled to choose which superannuation fund they would like their superannuation entitlements paid into provided that the fund chosen is an eligible fund to which the Company may make contributions to under applicable legislation.
- 28.4. The Employee must provide the Company with relevant details regarding their choice of superannuation fund within 28 days of their commencement date with the Company. If the Employee does not choose a superannuation fund the Company will make a request for their 'stapled super fund' details from the ATO.

28.5. EMPLOYEE CONTRIBUTIONS

- a) An employee may make contributions additional to those made by the Company under subclause 27.1. To do so the employee must authorise the Company in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- b) If the Company receives such written authorisation from the employee, it must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation. An employee may vary his or her additional contributions by a written authorisation, no more than once every twelve (12) months.
- c) Where an employee makes an additional superannuation contribution in accordance with this sub-clause 27.5, the amount of the wage referred to in sub-clause 27.2 will be reduced by the amount of the additional superannuation contribution made by the employee.
- d) Any additional superannuation contribution made by an employee under this sub-clause must comply with all applicable legislative requirements.

29. ANNUAL LEAVE

- 29.1. Permanent employees will be entitled to annual leave in accordance with the NES.
- 29.2. Annual leave shall be paid at the base rate of pay at the time the employee takes the annual leave, plus an annual leave loading of 17.5%.
- 29.3. Annual leave loading shall apply to proportionate leave on termination.
- 29.4. In the case of an employee performing shift work who would have received shift loadings had the employee not been on leave during the relative period, and such loadings would have entitled such employee to a greater amount than the 17.5% loading, then the shift loadings shall be added to the employee's base rate of pay in lieu of the annual leave loading.
- 29.5. Continuous shift workers as legislation shall be entitled to an additional weeks leave after each 12 months continuous service or alternatively, where the employee is engaged for only part of the 12 monthly period as a continuous shift worker, the additional leave the employee is entitled to shall be proportionate to the time the employee worked on a continual shift basis.
- 29.6. **CASH OUT OF ANNUAL LEAVE**

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- a) The employee may request in writing, subject to the Company's approval, to cash out an amount of accrued annual leave provided that the employee retains an accrued annual leave entitlement of at least four (4) weeks.
 - b) Each agreement to cash out an amount of annual leave must be in the form of a separate agreement in writing.
 - c) Where an employee's accrued annual leave is cashed out, the payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

29.7. **TAKING ANNUAL LEAVE**

- a) To assist the Company in the granting of annual leave requests and maintain appropriate levels of resourcing to meet business demands, the employee must provide notice to the Company as soon as reasonably practicable. For the purposes of this Agreement the parties agree that, unless unavoidable, an employee is required to advise the supervisor in writing at least four (4) weeks prior to the commencement date of their intended leave.
- b) Where adequate notice is provided, that is, four (4) weeks or more, the Company will make all reasonable consideration in the granting of the leave application.
- c) Where less than four (4) weeks' notice is provided the Company may agree to a lesser notice period or reserve the right to decline the leave application, either in part or whole, to meet resourcing demands.

29.8. The Company may direct the employee to take annual leave by providing the employee with 28 days' notice but only if the requirement to take leave is reasonable.

29.9. **Annual Close Down**

- a) Clause 29.9 applies if an employer:
 - i. intends to shut down all or part of its operation for a particular period for the purpose of allowing annual leave to the employees concerned or a majority of them (**temporary shutdown period**); and
 - ii. wishes to require affected employees to take paid annual leave during that period.
- b) The employer must give the affected employees one month's written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.
- c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 29.9(b) and who will be affected by that period as soon as reasonably practicable after the employee is engaged.
- d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- e) A direction by the employer under clause 29.9 (d):
 - i. must be in writing;
 - ii. must be reasonable.
- f) The employee must take paid annual leave in accordance with a direction under clause 29.9(d).
- g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 29.9(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

30. **PUBLIC HOLIDAYS**

30.1. The following are public holidays for the purpose of this Agreement:

- a) Each of these days
 - i. New Year's Day
 - ii. Australia Day
 - iii. Good Friday
 - iv. Easter Saturday

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- v. Easter Sunday
 - vi. Easter Monday
 - vii. Anzac Day
 - viii. The King's Birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - ix. Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - x. Christmas Day
 - xi. Boxing Day; and

- b) Any other day, or part-day, if declared under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day that is excluded from constituting a public holiday under applicable laws.

30.2. If, under a law of a State or Territory, a day or part-day is substitute for one of the public holidays referred to above then only the substitute day or part-day is the public holiday for the purpose of this Agreement.

30.3. An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes. An Employee (other than a casual employee) will be entitled to the public holiday without loss of pay.

30.4. PUBLIC HOLIDAYS - PENALTY RATES

- a) Despite any other provision of this clause employees may be requested to work on a public holiday in accordance with the Fair Work Act 2009.
- b) Payment for working on a public holiday will be at the rate of double time and a half for all hours worked.

30.5. PUBLIC HOLIDAYS FALLING WITHIN ANNUAL LEAVE

If a public holiday falls within an employee's annual leave and is on a day which would have been an ordinary working day, then extra time equivalent to the public holiday is added to the employee's annual leave.

30.6. An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

31. PERSONAL/CARERS LEAVE

31.1. A permanent employee is entitled to personal/ carer's leave in accordance with legislative requirements.

31.2. An employee is entitled to 76 hours (10 days) paid personal/carer's leave per annum if the employee:

- a) is unable to perform the employee's duties due to personal illness or injury; or
- b) is required to provide care or support to a member of the employee's immediate family or a member of the employee's household due to their personal illness or injury or because of an unexpected emergency.

31.3. Employees are entitled to a period of up to two (2) days unpaid carer's leave for each permissible occasion that an immediate family member or other member of the employee's household requires care or support due to their illness, injury, or unexpected emergency

- a) and the employee has exhausted all of their paid personal/carer's leave; or
- b) is not entitled to paid personal/ carer's leave.

31.4. The employee must personally provide notice to the Company as soon as reasonably practicable. For the purposes of this Agreement the parties agree that unless unavoidable, an employee is required to advise via a telephone call to the appropriate manager/supervisor before the commencement of their normal start time of their inability to attend work.

31.5. Before granting paid or unpaid personal/carer's leave, or during any period of paid or unpaid personal/carer's leave, the Company may require an employee to provide to the Company in

accordance with legislative requirements documentary evidence confirming the need to take such leave with details about the expected duration of the absence.

- 31.6. In accordance with legislative requirements, the employee is required to provide the Company with such evidence that would satisfy a reasonable employer, of the need to take personal/carer's leave.
- 31.7. **Single day absences** – employees are required by the Company to provide a medical certificate or other acceptable documentary evidence after two (2) single day absences in a year, unless it is not reasonably practicable to do so.
- 31.8. Untaken paid personal/carer's leave accumulates from year to year but is not payable on termination of employment.
- 31.9. Casual employees covered by this agreement shall be entitled to unpaid carer's leave as per legislation.
- 31.10. **CASH OUT OF PERSONAL CARER'S LEAVE**
- a) An employee covered by this Agreement may request in writing, and subject to the Company's approval, to cash out an amount of accrued but unused personal/ carer's leave provided that the employee retains an accrued entitlement of at least 15 days. Such a request for cash out may be made during the following windows:
 - b) 1. 22-28/29 February
 - c) 2. 25-31 May
 - d) 3. 25-31 August
4. 24-30 November

32. COMPASSIONATE LEAVE

- 32.1. Permanent employees are entitled to compassionate leave in accordance with legislative requirements.
- 32.2. A permanent employee is entitled to a period of two (2) days of paid compassionate leave for each permissible occasion when:
- a) a member of the employee's immediate family or a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life; or dies; or
 - b) a baby in the employee's immediate family or household is stillborn; or
 - c) the employee, or the employee's spouse or de facto partner has a miscarriage.
- 32.3. An employee is entitled to compassionate leave only if the employee provides to the Company any evidence that the Company reasonably requires of the illness, injury or death.

33. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with legislative requirements.

34. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the applicable long service leave legislation applying in the State of New South Wales. This legislation is not incorporated into and does not form part of this Agreement for any purpose.

35. FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to family and domestic violence leave in accordance with legislative requirements.

36. JURY SERVICE

- 36.1. As a benefit of the employment a permanent employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage

the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

- 36.2. The employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

37. BLOOD DONORS

- 37.1. A permanent employee may be absent without loss of pay during ordinary working hours for the purpose of donating blood for up to a maximum of two (2) hours, on not more than four (4) occasions per year. The employee shall seek prior Company approval and shall provide proof of attendance.

38. TRAVELLING, TRANSPORT AND FARES

- 38.1. An employee may be required by the Company to commence and finish work at a place away from his/her usual place of employment on any day and in such case shall be paid the difference between the fares and travelling time so involved and that which -would usually apply had he attended at his/her usual place of employment.
- 38.2. Where the Company provides transport free of cost to an employee and the employee travels as a passenger in a conveyance provided by the Company then the employee shall receive half ordinary time for all time occupied in such travelling outside the normal hours.

39. TRAINING

- 39.1. Where, as a result of consultation with the employee concerned, it is agreed that additional training should be undertaken, that training may be undertaken either on or off the job.
- 39.2. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The Company shall reimburse any reasonable expenses incurred in connection with the training. Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.

40. CLOTHING AND EQUIPMENT

The Company shall provide protective clothing and safety boots to new employees after completion of the qualifying period as determined by the Company. Personal protective clothing and equipment will be supplied by the Company and such clothing and protective equipment will be worn and/or used by employees at all times.

41. FIRST AID

- 41.1. The Company shall endeavour to have two (2) employees trained to render first aid. These employees will have had formal first aid training within the previous three (3) years and must be holders of a valid first aid certificate.
- 41.2. The employees may be any employees engaged to perform work at the establishment, irrespective of whether their terms and conditions of employment are governed by this Agreement or not.

42. HIGHER DUTIES

An employee engaged for more than four (4) hours in any one day, on duties carrying a higher rate than their ordinary classification shall be paid at that higher rate.

43. CHEP DAY


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- 43.1. In addition to annual leave all employees to be covered by this agreement are entitled to an additional paid leave day once per year to be known as CHEP Day. This day can be taken at a mutually agreeable time in accordance with clause 29.7.
 - 43.2. CHEP Day does not accrue from year to year and shall be paid at the base rate of pay excluding any loadings (including the annual leave loading), allowances or penalty rates.

44. WORKPLACE DELEGATES RIGHTS


Workplace Delegates will be afforded rights as outlined in clause 29A of the Storage Services & Wholesale Award.

45. SIGNATORIES


Signed for and on behalf of **CHEP Australia Limited (ABN 11 117 226 323)** by:

Signature: 
Name: Trevor Willis Jones
Date: 28/10/24
Address: 55 Enterprise drive
Beresfield
State: NSW Post Code: 2322
Explanation of the person's authority to sign the agreement: operation manager of the chep Newcastle site.

Signed for and on behalf of a **bargaining representative** by:

Signature: 
Name: Robert Grantham
Date: 28/10/24
Address: 55 Enterprise Drive
Beresfield
State: NSW Post Code: 2322
Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a **bargaining representative** by:

Signature: 
Name: Ben Hogan
Date: 28-10-24
Address: 29 Kumba st Fletcher
State: NSW Post Code: 2287
Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: B Tracey
Name: Ben Tracey
Date: 28.10.24
Address: 16 Calanera Ave Cameron Park
State: NSW Post Code: 2285

Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: Chris Randall
Name: Chris Randall
Date: 28/10/2024
Address: 39 Yamum Ave
Berkeleyfield
State: NSW Post Code: 2322

Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: [Signature]
Name: Brendan Berner
Date: 28.10.24
Address: 112 Floraville road
Floraville
State: NSW Post Code: 2280

Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: A-Adams
Name: ADRIAN ADAMSON
Date: 30-10-24
Address: 16 TRENT ST CHARLESTOWN
State: N.S.W Post Code: 2290
Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: P Welch
Name: PETER WELCH
Date: 31-10-24
Address: 807a Meadowie road
Meadowie
State: N.S.W Post Code: 2318
Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: _____
Name: _____
Date: _____
Address: _____
State: _____ Post Code: _____
Explanation of the person's authority to sign the agreement:

46. APPENDIX A - CLASSIFICATION STRUCTURE

Definitions:

Direct supervision: means the employee receives detailed instructions on work to be performed and is subject to regular progress checks.

Routine supervision: means the employee receives specific instructions only when new procedures or tasks are involved. Work progress is checked intermittently and on completion.

Limited supervision: means the employee receives broad instructions on work to be performed except when new or unusual features require more specific instructions. Work is checked as required.

It is the Company's practice to periodically examine the classification duties and responsibilities to ensure that they relate to the requirements of the organisation and to incorporate any required changes.

Storeworker Grade 1

An employee at this level is one who is undertaking an Induction Program which may include information on the enterprise, Company objectives, products and services, introduction to supervisors and fellow workers, development and training, equal employment opportunity including sexual harassment, employee responsibilities, occupational health and safety, conditions of service, quality control and assurance, industrial relations and employee relations, counselling and discipline, employment records, workplace layout, fire safety and general information in addition to acknowledging receipt of an employee handbook.

An employee at this level performs routine duties in accordance with the level of their training and:

- a) Exercises minimal judgment.
- b) Possesses basic numeracy and literacy skills.
- c) Works under direct supervision in the following functions with the ability to interchange as required:
 - Housekeeping duties including Occupational Health and Safety;
 - Assessment by sorting of product and the repair type required;
 - Washing;
 - Cleaning;
 - Assembling;
 - Disassembling;
 - Repairing;
 - Painting;
 - Stacking;
 - Denailing of timber.
- d) The operation and use of mechanical devices that include but are not restricted to:
 - nail guns; grinders; painting equipment; bifold tables; bearer shears; mechanical sorting devices; lead board repositions; mechanical washing equipment; mechanical manufacture equipment; bearer end plating machine.
 - Maintains simple records of work performed or the recording and testing of work performed.
- e) Is undertaking structured training so as to enable them to work at the Grade 2 level, which may include:
 - Completion of all Grade 1 requirements for their individual workplace;
 - Completion of requirements for a permanent forklift drivers licence in accordance with individual State legislation;

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- Completion of 100 hours minimum on-the-job training with CHEP in the duties of a forklift driver;
 - Forklift operating procedures;
 - Forklift maintenance and safety procedures;
 - Non-trade welding certification (where required by individual Service Centres);
 - Basic clerical skills

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or certification the tasks required of this function so as to enable them to progress to the next grade.

Storeworker Grade 2

An employee at this level is one who has completed the structural training program to enable them to perform work within the scope of this level. An employee at this level performs work beyond the skills of a Grade 1 employee:

- a) Works under direct supervision.
- b) Understands and undertakes basic quality control/assurance procedures including the ability to recognize basic quality faults.
- c) Indicative of the tasks performed at this level are:
 - Forklift driving within the scope of the Service Centre;
 - Welding as required by the individual Service Centre;
 - Quality control surveys and measurement against established employer standards;
 - Keep clerical records of individual work performed;
 - Perform daily preventive maintenance on equipment used;
 - Perform the duties of a grade one employee when required;
 - Operate and set up mechanical manufacture equipment.
- d) Is undertaking structured training so as to enable them to work at the Grade 3 level. This training may include:
 - A minimum of 3 months on-the-job training in respect to Service Centre receipt and issue procedures;
 - More detailed clerical and EDP functions than performed at Grade 1 and Grade 2;
 - More detailed assessment of the total product range and their process requirement;
 - More detailed duties of equipment maintenance than required at Grade 1 or 2.
 - Completion of a basic customer service course;
 - A minimum of 12 months on-the-job training as an operator of mechanical manufacture equipment.

Storeworker Grade 3

An employee at this level is one who performs work above the skills of an employee at Grade 2 and to the level of their training for this level including appropriate certification.

- a) Is responsible for the quality of their own work and is subject to routine supervision;
- b) Works under routine supervision;
- c) Exercises limited discretion within their level of skills and training within established guidelines.
- d) Indicative of the tasks which an employee at this level may perform are the following:
 - Operates with flexibility between all functions at this grade and also those of the lower grades;
 - The receipt and/or issue of products and materials, particular to the individual workplace;
 - Performance of the necessary clerical and EDP duties associated with the issue and receipt of product under supervision and control procedures set by the Employer;
 - Perform the role of a senior operator involved with mechanical manufacture equipment;
 - Perform to a non-trade standard more complex maintenance duties on equipment particular to the Service Centre;
 - Direct forklifts in the loading and unloading of products;
 - Identification of potentially contaminated products prior to unloading and under supplied directions for their safe treatment and handling. These functions will be performed to set employer standards.
- e) Is undertaking structured training so as to enable them to work at the Grade 4 level. This training will be restricted according to the number of Grade 4 positions available at each Service Centre and may include:
 - Quality control survey and measurement;
 - Basic supervisory skills;
 - Basic Industrial Relations course/supervision;
 - On-the-job training skills;
 - More complex EDP skills;
 - Occupational Health and Safety course;
 - Work flow procedures and stock control;
 - Communication and reporting skills.

Promotional criteria

Employee remains at this level until they are capable of effectively performing through the tasks required of this function so as to enable them to progress to the next level as a position becomes available. Selection to the next grade from this level will be determined by individual merit and the availability of positions at the next level, within the Service Centre.

Storeworker Grade 4

An employee at this level performs work above and beyond the skills of an employee at Grade 3 to the level of their training for this level including appropriate certification.

- a) Works from complex instructions and procedures and exercises discretion within the limit of their skills.
- b) Assists in the provision of on-the-job training to a limited degree.
- c) Is responsible for assuring the quality of their own work and those of employees in grade one, two and three.
- d) Indicative of the tasks which an employee at this level may perform are the following:
 - On-the-job training of lower grade employees;

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- Operate with flexibility between all functions at this grade and those below when required.
- e) Is undertaking structured training so as to enable them to work at the Grade 5 level. This training will be restricted according to the number of positions available at that level and may include:
- Production control skills;
 - Company policies and agreement related matters;
 - More complex than current duties concerned with machine maintenance provided by outside suppliers of the equipment or by non-trade certification courses;
 - Advanced Supervision course;
 - Industrial Relations course.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or certification the tasks required of this function so as to enable them to progress. Progression to Grade 5 will be based on the individual merit of the employee and the availability of positions at this level with the Service Centre.

Storeworker Grade 5

An employee at this level is one who performs work above and beyond the skills an employee at Grade 4 and appropriate to their training for this level including appropriate certification.

- a) Able to work from complex instructions and procedures.
- b) Able to co-ordinate work in a team environment under general supervision.
- c) Assists in the provision of on-the-job training.
- d) Responsible for checking the quality of their own work and at all other grades.
- e) Exercise discretion within the scope of this grade.
- f) Exercise EDP and clerical skills above that of a Grade 4 related to production and control activities.
- g) Perform work under general supervisor either individually or in a team environment.
- h) Indicative tasks performed at this level, may include:
 - Operate with flexibility between all functions and all grades when required;
 - Co-ordinate and direct the work of all other grades under general supervision;
 - Perform more complex than Grade 4 duties in the areas of:
 - Employee relations;
 - Quality control;
 - Training;
 - Product/material receipt and issue;
 - Customer relations;
 - EDP and clerical duties as required;
 - Machinery/hand/tools/equipment maintenance-

Storeworker Grade 5A

An employee at this level is one who performs tasks as an employee at Grade 5 would; however, in addition to these tasks, the employee would hold mechanical or electrical qualifications or who have had at least reasonable experience in a trades assistant role and is engaged to use these skills to perform the following additional tasks:

- a) Troubleshooting mechanical issues and breakdowns;
- b) Performing routine maintenance functions;
- c) Provide advice to on-site management regarding maintenance issues

47. APPENDIX B - WAGE RATES AND OTHER ALLOWANCES

RATE INCREASE

Application	First applicable pay period on or after	Increase
Initial increase	15 March 2024	4.5%
1st Anniversary	15 March 2025	3.5%
2nd Anniversary	15 March 2026	3%

NEW RATES ON APPROVAL

<i>Day Shift Table (Base Rate)</i>	First applicable pay period on or after 15 March 2024		First applicable pay period on or after 15 March 2025		First applicable pay period on or after 15 March 2026	
Storeworker	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$
<i>Normal (Base) Rate</i>						
Grade 1	\$1,246.84	\$32.81	\$1,290.48	\$33.96	\$1,329.20	\$34.98
Grade 2	\$1,298.43	\$34.17	\$1,343.88	\$35.37	\$1,384.19	\$36.43
Grade 3	\$1,360.11	\$35.79	\$1,407.71	\$37.05	\$1,449.94	\$38.16
Grade 4	\$1,416.72	\$37.28	\$1,466.30	\$38.59	\$1,510.29	\$39.74
Grade 5	\$1,472.22	\$38.74	\$1,523.74	\$40.10	\$1,569.46	\$41.30
Grade 5A	\$1,536.13	\$40.42	\$1,589.89	\$41.84	\$1,637.59	\$43.09

<i>Afternoon Shift Table (Base Rate +15%)</i>	First applicable pay period on or after 15 March 2024		First applicable pay period on or after 15 March 2025		First applicable pay period on or after 15 March 2026	
Storeworker	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$
<i>Normal (Base) Rate</i>						
Grade 1	\$1,433.87	\$37.73	\$1,484.05	\$39.05	\$1,528.57	\$40.23
Grade 2	\$1,493.20	\$39.29	\$1,545.46	\$40.67	\$1,591.82	\$41.89
Grade 3	\$1,564.13	\$41.16	\$1,618.87	\$42.60	\$1,667.44	\$43.88
Grade 4	\$1,629.22	\$42.87	\$1,686.25	\$44.37	\$1,736.83	\$45.71
Grade 5	\$1,693.05	\$44.55	\$1,752.31	\$46.11	\$1,804.88	\$47.50
Grade 5A	\$1,766.55	\$46.49	\$1,828.38	\$48.12	\$1,883.23	\$49.56

<i>Night Shift Table</i>	First applicable pay period on or after 15 March 2024		First applicable pay period on or after 15 March 2025		First applicable pay period on or after 15 March 2026	
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<i>(Base Rate + 25%)</i>						
Storeworker	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$	Ordinary Weekly Rate \$	Ordinary Hourly Rate \$
<i>Normal (Base) Rate</i>						
Grade 1	\$1,589.72	\$41.83	\$1,645.36	\$43.30	\$1,694.72	\$44.60
Grade 2	\$1,655.50	\$43.57	\$1,713.45	\$45.09	\$1,764.85	\$46.44
Grade 3	\$1,734.14	\$45.64	\$1,794.83	\$47.23	\$1,848.68	\$48.65
Grade 4	\$1,806.31	\$47.53	\$1,869.54	\$49.20	\$1,925.62	\$50.67
Grade 5	\$1,877.08	\$49.40	\$1,942.77	\$51.13	\$2,001.06	\$52.66
Grade 5A	\$1,958.56	\$51.54	\$2,027.11	\$53.35	\$2,087.93	\$54.95

Allowances

Payment	Application	First applicable pay period on or after 15 March 2024	First applicable pay period on or after 15 March 2025	First applicable pay period on or after 15 March 2026
Meal	Per occasion \$	\$19.24	\$19.91	\$20.51
HSR	Per week \$	\$16.48	\$17.06	\$17.57
First Aid	Per week \$	\$27.45	\$28.41	\$29.27