

**Pact Retail Accessories (Australia)
Enterprise Agreement
2025**

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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the Pact Retail Accessories (Australia) Enterprise Agreement 2025 (the Agreement).

2. ARRANGEMENT

The arrangement of this Agreement shall be in accordance with the Table of Contents.

3. ANTI-DISCRIMINATION

3.1. It is the intention of the respondents to this Agreement to help to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.2. Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

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

3.3.1. Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

3.3.2. 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.

3.4. Harassment

3.4.1. The Employer is committed to providing an environment in which all employees can work without harassment, including sexual harassment.

3.4.2. The Employer will use its best endeavours to ensure compliance with the relevant legislation.

- 3.4.3. The Employer undertakes to develop, implement and regularly review a harassment policy, including sexual harassment, together with the appropriate procedure and process, in consultation with employees.
- 3.4.4. Employees will receive appropriate training from the Employer, in relation to the principles and procedures of harassment in the workplace, including sexual harassment and equal opportunity.

4. PERIOD OF OPERATION

This Agreement shall commence on 1st January 2025 and shall remain in force until 1st of January 2028.

5. PARTIES BOUND

This Agreement is binding on:

- 5.1. the United Workers Union – ABN: 824 125 289 11, 833 Bourke Street, Docklands, 3008 Victoria (the Union);
- 5.2. Pact Retail Accessories Pty Ltd, 232 Blackshaws Road, Altona North, Victoria, 3025 (the **Employer**).
- 5.3. All employees whether members of the Union or not whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

6. WORK COVERED BY THIS AGREEMENT

- 6.1. This Agreement shall apply to all persons
 - 6.1.1. Who perform work in or in connection with the industries and callings in clause 6.3 or who are otherwise eligible to be members of the United Workers Union; and
 - 6.1.2. Employed by the Employer at 232 Blackshaws Road, Altona North, Victoria, 3025 or at any other location where this work may be performed.
- 6.2. The Agreement shall apply to any successor, assignee or transmittee of all or any of the work.
- 6.3. The industries and callings covered by this Agreement are:
 - 6.3.1. a storeworker, packer or sorter;
 - 6.3.2. an assistant to a storeworker, packer or sorter;
 - 6.3.3. an assembler, collector or checker of goods in course of receipt or despatch; and
 - 6.3.4. Employees engaged in the reception, handling, storage, preparation, packing and delivery of goods and merchandise and processes and activities incidental or ancillary to such reception, handling, storage, preparation, packing and delivery.
- 6.4. All descriptions of industry or calling set out in this clause wherever expressed may be read either alternatively or collectively in any combination whatsoever.

7. RELATIONSHIP WITH OTHER AWARDS

7.1. Relationship to parent award

This Agreement shall incorporate and be read in conjunction with all the terms of (Storage Services and Wholesale Award 2020) with the following exceptions:

- the Disputes Settlement Procedure at clause 13, and
- Any term of the Award which is specified as prohibited content by government legislation or regulation, or which does not pertain to the relationship between the Employer and employee.

8. RELATIONSHIP WITH THE NATIONAL EMPLOYMENT STANDARDS

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 take precedence.

9. SAVINGS PROVISION

No employees will as a result of the making of this Agreement, suffer any loss of wages or other benefits to which the employee is entitled prior to the date of the coming into operation of this Agreement, except where specifically provided for in this Agreement.

PART 2 - AGREEMENT OBJECTIVE

10. AIMS AND OBJECTIVES OF THIS AGREEMENT

- 10.1. The Parties of the Agreement acknowledge the objective through consultation and participation of long term, real and sustainable performance improvement based on industry best practice and international competitiveness that will provide return on investment, rewarding jobs and security for all employees.
- 10.2. The Employer, its employees and the Union will commit to increasing the Employer's profitability by an ongoing process of consultation to identify areas of possible improvement of production and work practices and supporting the implementation of change to achieve them.
- 10.3. The Parties to the Agreement are committed to the provision of training and career opportunities as an outcome of improved business competitiveness, efficiency and flexibility, through the Parties working together, and the enhancement of employee skill levels through training.
- 10.4. The Agreement aims to provide the appropriate framework within which to develop a flexible and multi skilled workforce, allowing a customer focused team approach to all activities. This team approach will enable any employee covered by this Agreement to perform any task within the business for which they are trained and will continue to provide the opportunity to be involved in matters which may have an impact on their working environment.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

11. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

11.1. Employer's duty to notify

11.1.1. Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and their Union and any nominated employee representatives.

11.1.2. Significant effects include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

11.2. Employer's duty to discuss change

11.2.1. The Employer shall discuss with the employees affected and their Union or nominated employee representative, inter alia, the introduction of the changes referred to in clause 11.1. The effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union and nominated employee representatives in relation to the changes.

11.2.2. The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 11.1.1.

11.2.3. For the purpose of such discussion, the Employer shall provide in writing to the employees concerned, their Union and nominated employee representatives, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

11.3. Consultation about changes to rosters or hours of work

11.3.1. Where the Employer proposes to change an employee's regular roster or ordinary hours of work, the Employer must consult with the employee or employees affected and their union or nominated employee representative, about the proposed change.

11.3.2. The Employer must:

11.3.2.1. provide to the employee or employees affected and their union, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- 11.3.2.2. invite the employee or employees affected and their union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- 11.3.2.3. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 11.3.3. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 11.3.4. These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.
- 11.4. Employees are entitled to be represented by their Union or a representative of their choice for the purposes of this clause.

12. WORKPLACE FLEXIBILITY

- 12.1. The terms of the Agreement identified below may be varied by an individual flexibility arrangement (“IFA”):
 - Clause 32 - arrangements around Personal/Carers Leave.
- 12.2. **The Employer will not make an IFA unless the following conditions are satisfied:**
 - 12.2.1. The IFA *must* meet the genuine needs of an employee and the Employer.
 - 12.2.2. The IFA *must* be genuinely agreed to by the employee and the Employer. In order to ensure genuine agreement the Employer must advise the Union delegate prior to an IFA being entered into and allow the employee and the Union delegate paid time to discuss the proposed IFA.
 - 12.2.3. The IFA *must* be about permitted matters under section 172 of the Fair Work Act 2009.
 - 12.2.4. The IFA *must* not include a term that would be unlawful under section 194 of the Fair Work Act 2009.
 - 12.2.5. The IFA *must* result in the employee being better off overall than if no IFA had been made.
 - 12.2.6. The IFA *must* not disadvantage or discriminate against the employee, or other employees or a group of employees, whether directly or indirectly.
 - 12.2.7. Arrangements may only be made with existing employees and must not be made a condition of engagement.
 - 12.2.8. The IFA *must* be recorded in writing and signed by the Employer and the employee (and, if the employee is under 18, by their parent or guardian) in the presence of the Union delegate.
 - 12.2.9. The IFA *must* be translated into a language that the employee understands

- 12.2.10. The IFA *must* be given to the employee and the Union within 7 days of it being agreed to
 - 12.2.11. The IFA *must* be able to be terminated by either party, by giving 28 days written notice, or at any time by mutual written agreement.
 - 12.2.12. Prior to an Employer entering into an IFA to address Employer genuine needs, the Employer must consult with the Union about such genuine needs.
- 12.3. It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

13. DISPUTE SETTLEMENT PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

- 13.1. Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment of any of its employees shall be settled in the following manner:

- 13.1.1. The matter shall first be discussed between the aggrieved employee and his/her supervisor.
- 13.1.2. If settlement is not reached the matter shall be discussed between the employee and the site manager or other appropriate officer of the Employer.
- 13.1.3. If not settled the matter shall then be discussed between the employee and the appropriate representative of the Employer.
- 13.1.4. If agreement is not reached, the matter shall then be discussed between the employee and a representative of the head of the office of the Employer. The provisions of this sub-clause need not apply unless either the employee or the Employer requests otherwise.
- 13.1.5. If the matter is still not settled it shall be submitted to a member of Fair Work Commission ("FWC") for conciliation, and if necessary arbitration. The decision of FWC shall, subject to any rights of appeal, be final and will be accepted by the Parties.
- 13.1.6. Employees are entitled to appoint a representative of their choosing at any stage of the Dispute Resolution process.

13.2. Powers of FWC under the disputes procedure

If arbitration is necessary the Parties agree that FWC 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.

- 13.3. Until the matter in dispute is determined, the status quo will prevail.
- 13.4. A nominated employee representative may be involved in any of the above steps

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

14. EMPLOYER DUTIES

The Employer may deduct payment for time lost during which the employee cannot be usefully employed by reason of any strike, breakdown of machinery, or other cause for which the Employer cannot reasonably be held responsible.

15. EMPLOYEE DUTIES

A full time employee to be entitled to the weekly wage shall be available, ready, and willing to perform his or her usual work during the days and hours usually worked by such class of employee.

16. EMPLOYMENT CATEGORIES

An employee is to be engaged as a permanent, permanent part time or casual, employee.

16.1. Permanent employment

A permanent employee is one engaged by the week and paid by the week, and whose engagement shall be terminable according to clause 18 - Termination of employment, of this Agreement.

16.2. Permanent/Part time employment

A permanent/part time employee is one engaged for less than 38 hours per week and has regular hours of work.

The hours of work will be agreed in writing between the employee and the Employer stating which days and number of hours per day to be worked.

16.3. Casual employment

16.3.1. A casual employee is one engaged and paid as such and shall be guaranteed not less than four hours' engagement every start.

16.3.2. Casual work shall be paid for at the ordinary wage rate with an addition of 33-1/3 per cent.

16.3.3. All casual employees shall be entitled to at least a minimum of site rates and conditions.

16.3.4. Provided a defined commencement and cessation date is documented a casual employee may be engaged for a defined period.

16.3.5. This practice is to be known as "limited tenure". The purpose of a limited tenure employee is to cover leave or extended absences of existing employees.

16.3.6. For payroll purposes both a limited tenure employee and a permanent/part time employee are entitled to the same wages and conditions a permanent employee would otherwise receive (to be accrued at a pro rata basis)

16.4. Nature of casual employment

The duty to notify and consult set out in the Introduction of Major Change clause in this Agreement applies to the employment of any casual labour.

- 16.4.1. The role of casuals is to cater for peaks in demand for labour. Casual employment will not be used to replace full-time or part-time permanent employment. Accordingly casuals will not be employed for extended periods.
- 16.4.2. Casuals employed on a regular basis for a period of longer than 4 months may apply for appointment to full time or regular part time employment, with the consent of the Employer.
- 16.4.3. In order to enhance job security and ensure a high standard of occupational health and safety, direct engagement is the principle preferred method for casual employees
- 16.4.4. Labour hire casuals will be paid in accordance with the Award
- 16.4.5. In order to enhance job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise. As such, labour hire casuals engaged by the Employer for a period of six months will be converted to direct, permanent employment on application to the Employer and subject to the employee successfully completing the job ready process . The Employer agrees that it shall not dismiss any casual employee or labour hire casual in order to avoid the rights of those employees under this clause. Further, it will not take any action (directly or indirectly) in relation to indirectly engaged employees that would seek to
- 16.4.6. The Employer will allow delegates and Union representatives to meet with labour hire workers upon commencement at the workplace during paid time.

17. REDUNDANCY

17.1. Discussions before termination

- 17.1.1. Where the Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing 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 employment, the Employer shall hold discussions with the employees directly affected and with their Union or nominated employee representatives.
- 17.1.2. The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of clause 18.1.1 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.
- 17.1.3. For the purpose of the discussion the Employer shall, as soon as practicable, provide in writing to the employees concerned and their Union or nominated employee representative, all relevant information about the proposed terminations 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 Employer shall not be required to disclose

confidential information the disclosure of which would be inimical to the Employer's interest.

- 17.1.4. Once a final decision has been made, the Employer will consult with the work group affected. This consultation process will include the UWU (where the employees affected are union members) and work group representatives.
- 17.1.5. The Employer will prior to implementing redundancies, investigate the availability of alternate employment for those employees affected.

17.2. Redundancy process

- 17.2.1. In the event of the need to implement redundancies within the Employer, the Employer will call for expressions of interest from within the work group affected.
- 17.2.2. Selection criteria in the making of any employee redundant the Employer will ensure that the selection of the employee for redundancy is based upon objective criteria, which will include the Employer's need to retain the necessary skills, experience and knowledge within the business.

17.3. Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 17.1. the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment has been terminated, and the Employer may at the Employer's option, make payment in lieu thereof 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.

17.4. Transmission of business

- 17.4.1. Where a business is before, on or after the date of this Agreement, transmitted from an Employer (in this clause called the transmittor) to another Employer (in the clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
 - 17.4.1.1. the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
 - 17.4.1.2. the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- 17.4.2. In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

17.5. Time off work during notice period

- 17.5.1. During the period of notice of termination given by the Employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

17.5.2. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

17.5.3. For the purpose of 17.5.2 a statutory declaration will be sufficient.

17.6. Severance pay

17.6.1. In addition to the period of notice prescribed for ordinary termination in clause 17.1.1 – Notice of termination by Employer, of this Agreement, and subject to further order of FWC, an employee whose employment is terminated for reasons set out in clause 17.1 shall be entitled to 3 weeks per year or part thereof of service calculated to the nearest month, provided that where an employee has at least 1 year but less than 2 years of continuous service they shall be entitled to 4 weeks' redundancy pay.

The provisions of this clause are the minimum entitlements of employees in the event of redundancy. Where the Award provides for greater severance payments the Award provisions will apply.

17.6.2. Weeks' pay means the ordinary time rate of pay for the employee concerned.

17.6.3. Provided that the severance payments shall not exceed the amount of fifty two (52) weeks pay.

17.6.4. For the purpose of this clause, continuity of service shall be calculated in the manner prescribed in clause 31.8 of this Agreement.

17.6.5. Accrued leave and pro rata leave will be paid in accordance with the Agreement including 17.50% leave loading.

17.6.6. A maximum amount of four (4) weeks untaken personal leave will be paid out to an employee upon redundancy

17.7. Long Service Leave

Those employees with seven (7) years continuous service at the time of redundancy will be paid pro rata long service leave in accordance with the relevant long service leave legislation.

17.8. Retraining and Outplacement

Outplacement services, including retraining, will be provided by an Employer nominated provider. This service will be provided during working hours.

17.9. Death of an employee

In the event of the death of an employee who is subject to redundancy during the notice period the benefits under the Agreement will be paid to the estate of the deceased.

17.10. Statement of Monies

The Employer will provide an itemised statement listing benefits to be paid. In addition employees will receive a certificate of service. With the exception of superannuation

payments, employees shall receive all termination payments by way of their normal bank deposit system, on the employee's final day of employment.

17.11. Employees leaving during notice.

An employee whose employment is terminated for reasons set out in clause 17.1 may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the Employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

17.12. Alternative employment

The Employer, in a particular redundancy case, may make application to Fair Work Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an employee.

17.13. Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

17.14 Relocation to another site

This clause applies in the event that the company elects to relocate the business to another site.

If the new site is 20kms or greater from the current site, all employees may elect to take a voluntary redundancy. If employees elect to move to the new site, they will receive a once off voucher worth \$500 provided by the Employer to assist with the transition to the new site.

If the new site is less than or equal to 20kms distance from the current site, employees may elect to take a voluntary redundancy provided they can demonstrate significant disadvantage or hardship resulting from the move to the new location.

18. TERMINATION OF EMPLOYMENT

18.1. Notice of termination by Employer

18.1.1. In order to terminate the employment of an employee the Employer shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

The provisions of this clause are the minimum entitlements of employees in the event of terminations.

- 18.1.2. In addition to the notice in clause 18.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 18.1.3. Payment in lieu of the notice prescribed in clause 18.1.1 and/or 18.1.2 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.
- 18.1.4. In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.
- 18.1.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- 18.1.6. For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 31.8 of this Agreement.

18.2. Notice of termination by employee

- 18.2.1. The notice of termination required to be given by an employee shall be the same as that required of the Employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- 18.2.2. Subject to financial obligations imposed on an Employer by an Act if an employee fails to give notice, the Employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice from any money due to the employee under this Agreement.

18.3. Time off work during the notice period

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one day's 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 Employer.

18.4. Statement of employment

The Employer 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.

18.5. Summary dismissal

Notwithstanding the provisions of clause 18.1.1, the Employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

19. DISCIPLINARY PROCEDURE

19.1. The Employer will ensure that all disciplinary matters are dealt with in a fair and reasonable manner and that all employees will be given adequate opportunity to change their behaviour with the exception of matters relating to gross misconduct which constitutes instant dismissal.

19.2. The following offences will result in disciplinary action in accordance with the above procedures (unless otherwise indicated):-

19.3. Safety

- 19.3.1. Deliberately throwing objects at people
- 19.3.2. Throwing objects.
- 19.3.3. Driving a forklift without a license or learners permit
- 19.3.4. Riding Pallet Jacks
- 19.3.5. Dangerous driving, which includes:
- 19.3.6. Speeding, unsafe driving, driving in exclusion zones.
- 19.3.7. Failing to report incidents, which includes:-
- 19.3.8. Damaging Employer property (forklifts or building)
- 19.3.9. Failing to wear a seat belt when operating a forklift
- 19.3.10. Failing to wear Personal Protected Equipment (PPE)
- 19.3.11. Under the influence of drugs and alcohol

19.4. Absenteeism

- 19.4.1. Failing to call in for work
- 19.4.2. Failing to provide a medical certificate for an absence (after 2 uncertificated days as per EBA)
- 19.4.3. Lateness or clocking off early
- 19.4.4. Leaving work and not informing supervisor
- 19.4.5. Abandonment of Employment
- 19.4.6. Performance
- 19.4.7. Excessive talking (not working)
- 19.4.8. Failure to perform required duties associated with position
- 19.4.9. Late return from breaks
- 19.4.10. Failing to follow reasonable instructions
- 19.4.11. Using mobile phone whilst working

* Unless approved by Leading Hand/Supervisor/Manager or in the case of an emergency.

19.4.12. Poor Production Output, which includes:-

o Hangermatic, Belt, Table and Decanting

19.4.13. Poor Accuracy and Quality Control

PART 5 - WAGES AND RELATED MATTERS

20. WAGES

Wage rates under this Agreement will be as follows and will be effective from the first full pay periods:

Classification	1 Jan 2025	1 Jan 2026 +3.5%	1 Jan 2027 +3.5%
Level 1 - Entry Level Team Member	\$26.53	\$27.46	\$28.42
Level 2 - Multi- Skilled	\$26.70	\$27.63	\$28.60
Forklift Operator	\$27.67	\$28.64	\$29.64
Level 3 - Team Leader	\$28.65	\$29.66	\$30.69

20.1. Classifications

The following classifications will apply to this Agreement:-

Entry Level Team Member

Points of Entry

- a) all new entrants, employees on probation regardless of skills base

Level 1

Points of Entry

- a) an employee who has completed their probationary period and is only able to perform one of the below tasks only:-

- Belt Sorting
- Table Sorting
- Quality Control
- Hangermatic Sorting
- Hanger Packing
- Picking & Packing
- TIC Box Preparation

Level 2 – Multi-skilled

Points of Entry

- a) an employee who has met all criteria as a Level 1 employee and is able to perform two or more of the following tasks:-
- Belt Sorting
 - Table Sorting
 - Quality Control
 - Hangermatic Sorting
 - Hanger Packing
 - Picking & Packing
- b) For staff members who are classified as Level 1 at the commencement of this Agreement, they will be given the opportunity to develop their skills to facilitate their inclusion as a multi-skilled staff member.

Forklift Operator

- a) an employee who is a licensed to operate a forklift truck (includes gas, electric and reach) and is required to perform the following forklift duties:-
- Loading to mezzanine cage
 - Receiving goods and scanning
 - Load WIP to export containers
 - Loading/unloading belt
 - Put-away of finished goods in racking system
 - Any other forklift driving requirements

Level 3 – Team Leader

- a) an employee who provides leadership, guidance and supervision of the following areas:-
- Table Production
 - Pre-sort belt
 - Dispatch
 - Receiving
 - Decanting/Inbound/Outbound
 - Hangermatic
 - Hangermatic Decanting
- b) required to attend meetings and generate reports as directed
- c) must be able to communicate with all staff including Employer representatives

21. SUPPORTED WAGES SYSTEM FOR EMPLOYEES WITH DISABILITIES

21.1. Definitions

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- 21.2. **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of

a disability, as documented in *Supported Wage System Handbook*. The Handbook is available from the following website: www.jobaccess.gov.au.

- 21.3. **Approved Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 21.4. **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 21.5. **Assessment instrument** means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- 21.6. **Relevant minimum wage** means the minimum wage prescribed in the Agreement for the class of work for which an employee is engaged.
- 21.7. **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

21.8. **Eligibility criteria**

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

21.9. **Exemptions**

The clause does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

21.10. **Supported wage rates**

21.10.1. Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

<u>Assessed capacity</u> (Clause 21.11)	<u>% of prescribed Agreement rate</u>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 21.10.2. Provided that the minimum amount payable shall be not less than \$84 per week.
- 21.10.3. Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

21.11. Assessment of capacity

- 21.11.1. For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an assessment assessor, having consulted the Employer and the employee and, if the employee so desires, a union which the employee is eligible to join.
- 21.11.2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

21.12. Lodgement of SWS wage assessment agreement

- 21.12.1. All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the Employer with Fair Work Commission
- 21.12.2. All SWS wage assessment agreements must be agreed and signed by the employee and Employer parties to the assessment, provided that where the Union is not a party to the assessment, it shall be referred by the Fair Work Commission to the Union by certified mail and the agreement shall take effect unless an objection is notified to the Fair Work Commission within ten working days.

21.13. Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.

21.14. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

21.15. Workplace adjustment

The Employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

21.16. Trial period

- 21.16.1. In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a

trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- 21.16.2. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 21.16.3. The minimum amount payable to the employee during the trial period shall be no less than \$84 per week.
- 21.16.4. Work trials should include induction or training as appropriate to the job being trialled.
- 21.16.5. Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 21.11.

22. MIXED FUNCTIONS

- 22.1. Where a weekly employee is put to work temporarily at a classification higher than that under which the employee engaged or deemed to be working, he/she shall be paid as follows:
 - 22.1.1. Up to three hours on any one day - the rate prescribed for such higher classification with a minimum of one hour.
 - 22.1.2. Over three hours on any one day - a full day's pay at the rate prescribed for such higher classification.
 - 22.1.3. Over 20 hours in any one week - a full week's pay at the rate prescribed for such higher classification.
- 22.2. A weekly employee shall not suffer any reduction in wages during any week by reason of the employee having been put to work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

23. PAYMENT OF WAGES

- 23.1. Where storeworkers and packers constitute the majority of employees in any establishment, wages shall be paid not later than Thursday in each week and during working hours.
- 23.2. Where the pay day falls on a day prior to a public holiday, employees shall be paid on the day prior to the normal pay day.
- 23.3. In the case of weekly employees two days' pay may be kept in hand.

24. ALLOWANCES

24.1. Meal allowance

An employee required to work overtime for any period in excess of one hour after the usual hour of ceasing duty shall be paid an allowance of \$19.62 per week as meal money. Provided that such meal allowance shall not be payable to an employee who can reasonably return home for a meal. This allowance will be indexed annually in line with the increase listed in clause 20.

24.2. First aid allowance

- 24.2.1. An employee, qualified to St. John's Ambulance standard or equivalent, if requested to act as the First Aid Attendant shall be paid an allowance of \$14.97 per week. This allowance will be indexed annually in line with the increase listed in clause 20.
- 24.2.2. An employee, on being requested by the Employer to obtain First Aid Attendant qualifications (St. John's Ambulance Standard or equivalent), shall, on attaining such qualification, be reimbursed by the Employer for the costs of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course.

25. SUPERANNUATION

25.1. Preamble

- 25.1.1. The subject of superannuation is dealt with extensively by legislation. The Parties agree to abide by all of the relevant legislation, including the Occupational Superannuation Standards Act and Regulations, and any other relevant government requirements. Staff will have the option to choose their own super fund, however the default fund will be Australian Super.
- 25.1.2. The Employer will allow representatives from Australian Super access to employees during breaks for the purposes of superannuation education. An approved Australian Super representative will be provided access to the lunchroom(s) provided for meal breaks for the purpose of providing superannuation education to be arranged between the Australian Super representative and Company management at a time convenient and complementary to operational requirements
- 25.1.3. Notwithstanding 26, the following provisions also apply.

25.2. Definitions

- 25.2.1. "Fund" - In this clause all references to "fund" shall be the employees choice or fund, or the default fund which is the Australian Super Fund.
- 25.2.2. "Ordinary time earnings" - In this clause the term "ordinary time earnings" shall include the classification rate, shift work premiums, service grants and any penalties where such penalties are part of the employee's normal earnings, excluding overtime, travel, meals or annual leave loading.
- 25.2.3. "Approved superannuation scheme" - For the purposes of this clause, approved superannuation scheme means a scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant Government requirements.

25.3. Employer contributions

- 25.3.1. The Employer will contribute to the fund on behalf of all eligible employees at the minimum rate in line with legislative requirements..
- 25.3.2. The Employer shall provide each eligible employee upon commencement of employment, membership forms of the Fund and shall forward the completed membership form to the Fund within 14 days.

25.3.3. Payments shall be made on a four week basis and cover pay periods completed in that time.

25.4. Superannuation Contributions for employees on workers compensation or accident make up payments.

Where an employee is receiving workers compensation payments or top up payments or accident make up payments, the eligible employee will continue to receive superannuation contributions. The Employer will continue to contribute the amounts specified in clause 25.3.1. The percentage contributions will be based on the employee's actual average weekly earnings taken from 52 weeks prior to a claim being made or any lesser period actually worked.

25.5. Employee contributions

25.5.1. An employee may make contributions additional to those made by the Employer under subclause 25.3. To do so the employee must authorise the Employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

25.5.2. If the Employer 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.

25.5.3. An employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions within 14 days or receipt of the additional contributions within 14 days of receipt of the authorisation.

25.5.4. Additional employee contributions to the fund requested under this sub-clause shall be expressed in whole dollars.

25.6. Cessation of contributions

The obligations of the Employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the Employer.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK,

26. HOURS OF WORK

26.1. Ordinary hours of work

26.1.1. The ordinary hours of work shall be an average of 38 hours per week Monday to Friday inclusive, spread over a period of four weeks except in the case of any week in which any of the holidays specified in clause 36 - Public holidays of this Agreement occur.

26.1.2. In any such week the ordinary hours of work shall be reduced by the number of hours regarded as an ordinary day's work for any day on which any of the said holidays occur.

26.1.3. The ordinary hours shall be worked on four or five days of not more than eight hours (Monday to Friday inclusive) each continuously, except for meal breaks, at the discretion of the Employer.

26.1.4. The practice of working eight (8) ordinary hours Monday to Thursday and six (6) ordinary hours on Friday will continue, unless changed by consultation and agreement between the Employer and the majority of employees in the workplace or a section or sections of it.

26.1.5. Where agreement cannot be reached at a particular establishment about the implementation of ordinary hours then the disputes procedure will apply.

26.1.5.1. The Union and the relevant Employer representative shall meet to discuss the matter;

26.1.5.2. The course of action to be followed in the absence of agreement is that the matter shall be referred to Fair Work Commission for determination.

26.2. Spread of hours

Hours of work for all persons shall be:

Ordinary Work	Time of Beginning	Time of Ending
Ordinary Work Days	6:00am	6:00pm

26.3. Changing ordinary hours of work

The Parties agree with consultation and agreement of the majority of employees to participate in any trial and method of implementation of ordinary hours as required from time to time in meeting seasonal and or business demands. The ordinary hours worked, shall not exceed ten (10) ordinary hours on any one day, Monday to Friday and shall not exceed 38 hours in one ordinary working week.

27. BREAKS

27.1. Time for taking meal breaks

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

27.1.2. Where a meal break is to be taken immediately prior to or during a period of overtime, it shall not exceed one hour in duration.

27.2. Crib time

A rest pause of fifteen minutes each morning shall be granted to all employees. Such rest pause to be counted as time worked and taken at a time fixed by the Employer provided that the rest pause shall not be granted within one hour of normal commencement or cessation of work or within one hour either side of a meal break.

28. OVERTIME

28.1. Payment for working overtime

The following rates shall be paid for all work done:

28.1.1. Outside the times of beginning and ending work as prescribed in clause 26.2 or, in excess of the spread of the ordinary hours prescribed in clause 26.2 or within such spread in excess of ordinary daily hours worked as set out hereunder, time and a half for the first two hours and double time thereafter

calculated on a daily basis. Provided that when double time becomes payable it shall continue until the completion of the overtime work:

- 28.1.1.1. By employees working less than eight ordinary hours each day, e.g., an employee whose ordinary hours are 7 hours 36 minutes each day is paid overtime after 7 hours 36 minutes;
- 28.1.1.2. By employees working less than eight ordinary hours on one or more days each week, e.g. an employee who works eight ordinary hours Monday to Thursday and six ordinary hours on Friday is paid overtime after eight hours Monday to Thursday and after six hours on Friday.
- 28.1.1.3. By rostering employees off on days of the week during a particular work cycle so that each employee has one day off during that work cycle, e.g., an employee who works eight ordinary hours Monday to Friday with a day off in the fourth week, is paid overtime after eight hours each day.
- 28.1.1.4. For the avoidance of doubt, part time employees will receive overtime rates for all work performed in excess of their agreed hours.

28.2. Call back

An employee recalled to work overtime after leaving the Employer's business shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled: Provided that if such recall is made after 12 noon on a Saturday the employee shall be paid at the rate of double time. Provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job such employee was recalled to perform is completed within a shorter period.

29. SHIFT WORK

Storeworkers and/or packers who are employed in an industry where shifts are worked in accordance with the provisions of the Agreement appropriate to such industry may be employed on shift work on the same terms and conditions as are prescribed from time to time for employees covered by the said Agreement.

30. SUNDAY WORK

30.1. Penalty rate

Double time shall be the rate for all work done on Sunday.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

31. ANNUAL LEAVE

31.1. Annual leave entitlement

An employee other than a casual employee is entitled to at least four weeks annual leave for every twelve months continuous service. Annual leave accrues progressively throughout a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Shift workers will be entitled to an additional week of annual leave for the purposes of the National Employment Standards. For the avoidance of doubt, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.

31.2. Annual leave loading

31.2.1. The pay rate for annual leave is the employee's pay rate at the time the employee takes the annual leave, plus 17.5 per cent of that rate.

31.2.2. In the case of a shift worker, where the employee 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 per cent loading, then the shift loadings shall be added to the employees ordinary pay in lieu of the annual leave loading.

31.3. When to take annual leave

31.3.1. Annual leave is to be given by the Employer and taken by the employee in up to four separate periods.

31.3.2. If the Employer and an employee so agree, the annual leave entitlement may be given and taken in more than four separate periods including up to a maximum of 10 single days. However, one period of annual leave must be at least two weeks.

31.3.3. The employee must be allowed to take annual leave, at a time agreed with the Employer and in accordance with this clause, within four months after it is due. The Employer and the employee may agree to extend this period to 12 months.

31.3.4. The Employer and the employee should seek to reach agreement on the time for taking the leave. In the absence of agreement, the Employer may give at least 4 weeks' notice of the commencement of leave or part of leave which is due to the employee.

31.3.5. If the employee and the Employer so agree, the annual leave may be taken wholly or partly in advance, before the employee has become entitled to the annual leave.

31.3.6. If the required amounts of staff volunteer to work to meet operational demands, the remaining employees will be able to take leave for the 2nd and 3rd January. This process will be organised via a volunteer roster which will be posted at least 28 days prior to the period in question.

31.4. Payment instead of leave

- 31.4.1. An employee must take annual leave. However, if the employee leaves or is dismissed, the Employer must pay the employee any leave entitlement including a proportionate amount for time worked since the employee began working or last qualified for leave equal to one twelfth of the employees ordinary pay for that period of employment.
- 31.4.2. In accordance with the *Fair Work Act 2009 (Cth)*, employees will be able to cash out leave upon written application to the Employer.

31.5. Public holidays falling within annual leave

- 31.5.1. If a public holiday falls within an employee's annual leave, is prescribed in the Agreement, 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.

31.6. Annual close down

- 31.6.1. Where the Employer intends temporarily to close (or reduce to nucleus) any establishment or a section thereof for the purpose (inter alia) of allowing annual leave to the employee concerned or a majority of them the Employer may give in writing to such employees one month's notice (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that the Employer elects to apply the provisions of this clause; and thereupon:
- 31.6.1.1. any such employee who at the date of closing is entitled to annual leave shall be given annual holiday commencing as on and from the date of closing and, in addition, shall be paid one-twelfth of the employee's ordinary pay for any period of employment after the accrual of the right to the annual leave and up to but excluding the date of closing;
- 31.6.1.2. any such employee who at the date of closing is not entitled to annual leave shall be given leave without pay as on and from the date of closing and shall be paid one-twelfth of the employee's ordinary pay for that period of employment since the commencement thereof or the accrual of the last annual leave (whichever is the later), and up to but excluding the date of closing, together with pay for holiday during such leave for which the employee is entitled to payment under this Agreement or under the employee's contract of employment; and
- 31.6.1.3. the next twelve monthly qualifying period of employment for every such employee shall commence as on and from the date of closing.
- 31.6.2. In this clause date of closing in relation to each employee means the first day of annual leave or leave pursuant to this clause.

31.7. Annual leave definitions

- 31.7.1. For the purposes of this clause:

- 31.7.1.1. Ordinary pay in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and where the employee is provided with board or lodging by the Employer, includes the cash value of that board or lodging.
 - 31.7.1.2. Week in relation to any employee means the employee's ordinary working week.
 - 31.7.1.3. Employee means any person employed by the Employer to do any work for hire or reward and includes any person whose contract of employment requires him/her to learn or to be taught any occupation.
- 31.7.2. For the purposes of the definition of the term ordinary pay in clause 31.7.1.1 of this clause:
- 31.7.2.1. where no ordinary time rate of pay is fixed for a employee's work under the terms of his/her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him or her during the period in respect of which the right to the annual holiday accrues;
 - 31.7.2.2. where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by the employee during the period in respect of which the right to the annual holiday accrues.

31.8. **Calculation of service**

For the purposes of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

- 31.8.1. any annual leave or long service leave taken therein;
- 31.8.2. any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- 31.8.3. any absence from work in the year of employment on account of sickness or accident;
- 31.8.4. any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Employer;
- 31.8.5. any absence on any other account not involving termination of employment;

and in calculating a year of employment any absence of a kind mentioned in 31.8.1, 31.8.2 or 31.8.3 of this clause shall be counted as part of the year of employment but in respect of absences of a kind mentioned in 31.8.3, 31.8.4 and 31.8.5 of this clause it will be necessary for the employee as part of qualification for annual leave to serve such additional period as equals the period of such absences if the absences are unpaid absences.

32. PERSONAL/CARER'S LEAVE

This clause applies to full-time and regular part-time employees (on a pro rata basis) but does not apply to casual employees.

32.1. Definitions

The term **immediate family** includes:

- spouse (including a former spouse, a de facto spouse and a former de facto spouse and same sex partner) of the employee.
- A de facto spouse means a person who lives with the employee on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or a child, adult child, parent grandparent, grandchild or sibling of the spouse or de facto spouse of the employee.

32.2. Meaning of Personal/Carer's Leave

Personal/Carer's leave is:

- paid leave (**sick leave**) taken by an employee because of a personal illness, or injury, of the employee; or
- paid or unpaid leave (**carer's leave**) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member.

32.3. Entitlement to paid personal/carers leave and payment

32.3.1. In the period of employment from the date of engagement until 31 December next following, an employee shall accrue an amount of paid personal/carers leave, for each completed 4 week period of continuous service with the Employer, of 1/26 of the number of nominal hours (capped at 38 hours per week) worked by the employee for the Employer during that 4 week period. Thereafter, the employee shall be entitled to ten days paid personal/carers leave credited in advance on 1 January each year.

Therefore an employee commencing employment will accrue 1.52 hours personal leave per week. This entitlement accrual will accrue in accordance with the Fair Work Act 2009 and will equate to 10 days per annum.

32.3.2. Untaken paid personal/carers leave accumulates from year to year.

32.4. Workers' compensation

If an employee is receiving workers compensation payments, the employee is not entitled to paid sick leave.

32.5. Carer's leave

32.5.1. An employee is entitled to use any accrued sick leave entitlement as carer's leave.

- 32.5.2. Where an employee has exhausted paid personal leave entitlements, the employee is entitled on each permissible occasion to a period of up to 2 days unpaid carer's leave.

32.6. Notice and evidence supporting claim for sick leave

- 32.6.1. The employee must give the Employer notice that the employee is (or will be) absent from his or her employment because of a personal illness or injury of the employee. The notice must be given to the Employer as soon as reasonably practicable.

- 32.6.2. The employee shall, if required by the Employer establish by production evidence that would satisfy a reasonable person (such as a medical certificate or statutory declaration where a medical certificate is not reasonably practicable to obtain) stating that his or her non-attendance was due to personal sickness or injury necessitating such absence.

- 32.6.3. The employee shall be paid sick leave in respect of two single day absences in any year, without substantiating the days with a medical certificate or statutory declaration, on notification to the Employer within the normal hours of that day or shift that the employee was absent from work on account of personal ill-health necessitating such absence.

- 32.6.3.1. Provided that should an employee without reasonable cause not notify the Employer within the normal working hours of that day or shift nothing in this paragraph shall limit the Employer's right under sub clause 32.6.2.

- 32.6.3.2. Provided further that this paragraph shall not apply in respect of a single day absence on the working day immediately preceding or following a holiday observed under clause 36 Public Holidays, or a period of annual leave or a rostered day off.

32.7. Notice and evidence supporting claim for carer's leave

- 32.7.1. The employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

- 32.7.2. The employee shall, if required by the Employer, establish by production of a medical certificate or statutory declaration the illness, injury, or unexpected emergency affecting the immediate family or household member requiring care or support.

32.8. Compassionate Leave

32.9. Paid leave entitlement

An employee other than a casual shall be entitled to two days' leave without loss of pay on each occasion on which a member of the employee's immediate family or household (defined in clause 32 – Personal/Carer's Leave):

- dies.
- 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.

32.10. Evidence supporting claim

The employee is only entitled to compassionate leave if the employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

33. JURY SERVICE

33.1. Reimbursement for jury service

An employee on weekly hiring required to attend for jury service during his/her ordinary hours, shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service, and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

33.2. Notification of jury service

An employee shall notify the Employer as soon as possible of the date upon which he/she is required to attend for jury service.

33.3. Proof of attendance at jury service

Further, the employee shall give the Employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

34. COMMUNITY SERVICE LEAVE

34.1. Entitlement to be absent from employment for engaging in eligible community service activity

Jury service is dealt with in a separate clause.

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- 34.1.1. the period consists of one or more of the following:
 - 34.1.1.1. time when the employee engages in the activity;
 - 34.1.1.2. reasonable travelling time associated with the activity;
 - 34.1.1.3. reasonable rest time immediately following the activity; and
 - 34.1.1.4. the employee's absence is reasonable in all the circumstances.

34.2. Eligible community service activity

34.2.1. Eligible community service activity includes a voluntary emergency activity or an activity prescribed in the regulations to the Act.

34.2.2. An employee engages in a voluntary emergency activity if, and only if:

- 34.2.2.1. The employee engages in an activity that involves dealing with an emergency or natural disaster; and

34.2.2.2. The employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment for engaging in the activity); and

34.2.3. The employee is a member of, or has a member-like association with, a recognised emergency management body e.g. CFA, Army Reserve etc.; and

34.2.4. Either the employee was requested by or on behalf of the body to engage in the activity, or no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

34.3. **Notice and evidence requirements**

34.4. **Notice**

An employee who wants an absence from his or her employment to perform an eligible community service activity must give the Employer notice of the absence. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the expected period of the leave.

34.5. **Evidence**

An employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

34.6. **Compliance**

An employee's absence from his or her employment is not covered by this clause unless the employee complies with the notice and evidence requirements.

35. **PARENTAL LEAVE**

35.1. **General rule – employee must have completed at least 12 months service**

35.1.1. Permanent employees

A permanent employee is not entitled to parental leave (other than unpaid pre-adoption leave) unless the employee will have completed at least 12 months of continuous service with the Employer by the date of taking parental leave.

35.1.2. Casual employees

A casual employee is not entitled to parental leave (other than unpaid pre-adoption leave) unless the employee is a long term casual employee of the Employer by the date of taking parental leave. A **long term casual employee** means a casual employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

35.2. **Entitlement to unpaid parental leave**

35.2.1. Unpaid parental leave

An employee is entitled to 12 months of unpaid parental leave if:

35.2.1.1. the leave is associated with:

35.2.1.1.1. the birth of a child of the employee or the employee's spouse or de facto partner; or

35.2.1.1.2. the placement of a child under 16 years of age with the employee for adoption; and

35.2.1.2. the employee has or will have a responsibility for the care of the child.

35.2.2. Paid parental leave

35.2.2.1. Government paid parental leave scheme

Eligible employees who are the primary carer of a newborn or adopted child may apply to Centrelink for up to 18 weeks' leave paid at the national minimum wage under the Australian Government Paid Parental leave scheme.

35.2.2.2. In addition, the Employer agrees to pay superannuation for the 18 week period of paid parental leave.

35.2.2.3. The period of paid leave is deducted from the period of the unpaid entitlement set out above

35.3. Period of Leave

35.3.1. An employee must take the leave in a single continuous period.

35.3.2. Birth related leave

Where the leave is **birth-related leave** (unpaid parental leave associated with the birth of a child or unpaid special maternity leave) the following arrangements apply:

35.3.2.1. The employee's period of leave must start first as follows:

(i) The female employee who is pregnant with, or gives birth to, the child may start leave up to 6 weeks before the expected date of birth but must not start later than the date of birth;

(ii) If paragraph (i) does not apply – the period of leave must start on the date of birth of the child;

35.3.2.2. Where each employee in an employee couple intend to take leave, the second employee's period of leave must start immediately after the end of the first employee's period of leave.

35.3.3. Adoption related leave

Where the leave is **adoption related leave** (unpaid leave associated with the placement of a child for adoption or unpaid pre-adoption leave) the employee's period of leave must start on the day of placement of the child. Where each employee in an employee couple intend to take leave, the second employee's period of leave must start immediately after the end of the first employee's period of leave.

35.3.4. Entitlement to take concurrent leave

Where there is an employee couple, both employees are able to take concurrent leave for a period of 8 weeks or less. Additional concurrent leave may be taken where agreed to by the Employer. Concurrent leave taken by an employee in these circumstances is an exception to the rule that the employee must take his or her leave in a single continuous period.

35.3.5. Leave may start later for employees whose spouse or de facto partner is not an employee

Despite 35.3.3 and 35.3.4, where an employee has a spouse or de facto partner who is not an employee and the spouse or de facto partner has responsibility for the care of the child for the period between the date of birth or day of placement and the start date of the leave, the employee's period of leave may start at any time within 12 months after the date of birth or day of placement of the child.

35.3.6. Pregnant employees

35.3.6.1. If a pregnant employee who is entitled to unpaid parental leave continues to work during the 6 week period before the expected date of birth of the child, the Employer may ask the employee to provide a medical certificate stating:

- (i) Whether or not the employee is fit for work;
- (ii) If the employee is fit for work – whether it is advisable for the employee to continue in her present position because of illness or risks arising from the pregnancy or hazards connected with the position.

35.3.6.2. The Employer may require the employee to take unpaid parental leave if:

- (i) the medical certificate is not provided within 7 days after the request;
- (ii) the medical certificate states that the employee is not fit for work; or
- (iii) the medical certificate states that the employee is fit for work but that it is inadvisable for the employee to continue in her present position for a reason referred to in 35.3.7.1 and the transfer to a safe job provisions are not applicable.

35.3.7. Transfer to a safe job

This clause applies where a pregnant employee is entitled to unpaid parental leave and gives the Employer a medical certificate stating that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (**risk period**) because of illness, or risks, arising out of her pregnancy, or hazards connected with that position.

35.3.7.1. If there is an appropriate safe job available – the Employer must transfer the employee to that job for the risk period at the employee's full rate of pay and with no other change to the employee's terms and conditions of employment; or

35.3.7.2. If there is no appropriate safe job available – the employee is entitled to take paid no safe job leave for the risk period at the employee’s base rate of pay for the employee’s ordinary hours of work in the risk period.

An **appropriate safe job** is a safe job that has the same ordinary hours of work as the employee’s present position or any lesser hour as agreed to by the employee.

35.4. **Notice and evidence requirements**

35.4.1. Notice

An employee must give the Employer written notice of the taking of unpaid parental leave and the intended start and end dates of the leave. The notice must be given to the Employer at least ten weeks before starting the leave or if that is not practicable, as soon as practicable (which may be a time after the leave has started).

35.4.2. Confirmation or change of intended start or end dates

At least four weeks before the intended start date specified in the notice, the employee must confirm the intended start and end dates of the leave or advise the Employer of any changes unless it is not practicable to do so.

35.4.3. Evidence

An employee who has given the Employer notice of the taking of unpaid parental leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person of the date of birth or expected date of birth of the child (e.g. medical certificate) or the date of placement or expected date of placement.

35.5. **Extending or varying unpaid parental leave**

35.5.1. The employee may extend the period of unpaid parental leave where the leave taken is less than the employee’s available parental leave period (12 months less any period of leave taken by the employee and/or employee’s spouse). The employee must give the Employer at least four weeks written notice of the extension before the end date of the original leave period and specify the new end date of the leave.

35.5.2. With the Employer’s agreement, an employee on unpaid parental leave may reduce the period of unpaid parental leave taken.

35.6. **Request for additional parental leave over 12 months**

35.6.1. An employee may request that the Employer agree to an extension of unpaid parental leave for a further period of up to 12 months. An Employer may only refuse a request on reasonable grounds.

35.6.2. The request must:

- only be initiated by the employee;
- be in writing; and
- be given to the Employer at least four weeks before the end of the available parental leave period.

- 35.6.3. The Employer must give the employee a written response to the request within 21 days stating whether the Employer grants or refuses the request. The Employer may refuse the request only on reasonable business grounds and these grounds must be detailed in the written response. The Employer must give the employee a reasonable opportunity to discuss the request.

35.7. Request to return to work part-time

- 35.7.1. An employee may request that the Employer agree to allow a return to work on a part-time basis.

- 35.7.2. Before returning to work on a part-time basis, the employee and the Employer must agree:

35.7.2.1. that the employee may work part-time;

35.7.2.2. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

35.7.2.3. upon the classification applying to the work to be performed; and

35.7.2.4. upon the period of part-time employment.

The terms of this agreement or any variation to it shall be reduced to writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the employee by the Employer.

35.8. Interaction with paid leave

An employee is not prevented from taking any other kind of paid leave while he or she is taking unpaid parental leave.

35.9. Unpaid special maternity leave

- 35.9.1. A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because she has a pregnancy related illness or she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

- 35.9.2. An employee must give the Employer notice of the taking of unpaid special maternity leave as soon as practicable and advise of the expected period of leave.

- 35.9.3. The Employer may require that the employee produce a medical certificate to establish that special maternity leave is necessary.

35.10. Consultation with employee on unpaid parental leave

If an employee is on unpaid parental leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, the Employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

35.11. **Return to work guarantee**

On ending parental leave, an employee is entitled to return to the employee's pre-parental leave position or if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

Pre-parental leave position is the position the employee held before starting parental leave or where the employee was transferred to a safe job or reduced working hours because of the pregnancy, the position the employee held immediately before that transfer or reduction.

35.12. **Unpaid pre-adoption leave**

An employee is entitled to up to two days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval to adopt a child. The employee must give the Employer notice of the taking of unpaid pre-adoption leave and any evidence that is reasonably required to support the taking of unpaid pre-adoption leave.

36. **PUBLIC HOLIDAYS**

36.1. **Prescribed public holidays**

An employee shall be entitled to holidays on the following days:

- 36.1.1. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;
- 36.1.2. The following days, as gazetted in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Labour Day, Grand Final Day and Melbourne Cup Day.

36.2. **Diversity Day / Union Picnic Day**

As a tribute to the global diversity environment in which the business operates, a floating "diversity leave day" will be paid to full time or regular part time employees. This paid day may be taken on any day which is meaningful to the individual employee in each calendar year including the annual UWU picnic day.

This day will not accrue.

Employees will be required to apply for this day off no less than one month before the leave is required.

Every effort will be made to accommodate requests taking into account customer and business needs. This day is not annual leave.

36.3. **Public holidays falling on a Saturday or Sunday**

- 36.3.1. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 36.3.2. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

- 36.3.3. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

36.4. Additional public holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clauses 36.1 and 36.3, those days shall constitute additional holidays for the purpose of this Agreement.

36.5. Substitution of public holidays

- 36.5.1. The Employer, with agreement of the majority of employees may substitute another day for any prescribed in this clause.

- 36.5.2. An agreement pursuant to clause 36.5.1 shall be recorded in writing and be available to every affected employee and the Union.

36.6. Public holidays - penalty rates

- 36.6.1. Double time and a half shall be the rate for all work done on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day:

- 36.6.2. Provided that if any other day be by Act of Parliament or Proclamation substituted for any of the above named holidays the special rate shall only be payable for work done on the day so substituted.

37. BLOOD DONORS

- 37.1. A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for a period of two hours or longer if necessary, on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

- 37.2. Provided further that such employee shall arrange for his/her absence to be on a day suitable to the Employer and be as close as possible to the beginning or ending of his/her ordinary working hours.

- 37.3. Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance shall first be furnished to the satisfaction of the Employer.

- 37.4. Further the employee shall notify the Employer as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

38. LONG SERVICE LEAVE

- 38.1. This Long Service Leave clause shall be read in conjunction with the Long Service Leave provisions of the *Long Service Leave Act 2018 (Vic)* provided that where there is any inconsistency within this Agreement the more beneficial provision to the employee shall take precedence.

- 38.2. Employees may take long service leave and be paid on a pro rata basis after a period of seven years employment.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

39. TRAVELLING, TRANSPORT AND FARES

- 39.1. An employee who on any day or from day to day is required to work at a job away from his/her accustomed workshop or depot shall at the direction of the Employer present himself for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his/her home to such workshop or depot and returning) he/she shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his/her home and such workshop or depot.
- 39.2. The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and a half.

PART 9 - TRAINING AND RELATED MATTERS

40. TRAINING

- 40.1.1. The Parties are committed to meeting training needs as required to further the efficiency of the enterprise, in particular 'on the job' training required for multi skilling.
- 40.1.2. Training shall be carried out in accordance with the relevant Agreement/Act provision but shall only be offered in accordance with the production needs of the enterprise.
- 40.1.3. Wherever practicable training shall be delivered by accredited training providers and be consistent with accredited training courses.
- 40.1.4. All employees will have equal access to training and skill development. Any training will be complementary to EEO/Affirmative guidelines/legislation.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

41. ACCIDENT PAY

- 41.1. If an employee has an accident at his/her place of employment and is subject to, qualifies for and continues to receive compensation on a weekly basis under the accident compensation act presently in force in the States and areas covered by this Agreement, such employee shall have the amount received by way of compensation increased by the Employer to the amount of the employee's usual weekly rate ruling at the time of such accident. The payment made by the Employer shall be limited to a maximum period of 39 weeks. The rates paid shall exclude bonus payments, overtime payments, special rates fares and travelling allowances or other similar payments.
- 41.2. Casual employees' make-up pay shall be based on the number of hours worked per week over the last month, with the Employer, or if less than one month the average for the time worked. The amount to be paid as the normal weekly rate of pay only (i.e. time plus the casual loading).

42. AMENITIES

42.1. Boiling water

The Employer shall provide boiling water for the use of employees at meal times.

42.2. Washing facilities

42.2.1. The Employer shall provide and maintain adequate washing facilities and where necessary and practicable, hot water shall be supplied.

42.2.2. Wash basins with an adequate supply of hot and cold water shall be supplied for the use of employees in lime and/or cement stores.

42.3. Lockers

The Employer shall provide a suitable locker which, where practicable, shall be full length for each employee.

42.4. Seating accommodation

The Employer shall provide employees with suitable seating accommodation at their place of work where practicable.

42.5. First aid outfit

In each place where employees are regularly employed the Employer shall provide and continuously maintain a place or places reasonably accessible to all employees, an efficient first-aid outfit, consistent with the relevant regulative provisions.

43. CLOTHING, EQUIPMENT AND TOOLS

43.1. Tools to be provided by the Employer

All tools which employees are required to use in the course of their work shall be provided by the Employer.

43.2. Protective Clothing

43.2.1. In respect of:

an employee employed in a paint manufacturers store, or

an employee whose work normally involves the lifting or carrying of crates or similar containers which are likely to damage clothing;

the Employer will reimburse an employee for the cost of purchasing overalls.

43.2.1.1. Where it is agreed between the Employer and the employee that the work normally performed by the employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing shall be supplied by the Employer.

43.2.2. Wet Weather: Protective clothing such as wet weather jackets (which remain the property of the Employer) will be supplied by the Employer.

43.2.3. Jackets: Following the completion of three months continuous service, each direct production and warehouse employee, will be supplied free of charge

with a jacket of good quality. The jacket will be the property of the employee, who will be responsible for the upkeep and cleaning of the jacket. The jacket will be replaced on a fair, wear and tear basis and the Employer reserves the right to examine the jacket before replacing it. Labour hire agency casuals are excluded from this clause.

- 43.2.4. Polo Shirts: the Employer to provide 2 polo shirts on an annual basis. Staff members will be able to purchase additional shirts (at cost) from the Employer.
- 43.2.5. Safety Footwear: The Employer shall provide safety footwear to all permanent staff members on a fair, wear and tear basis.

43.3. Personal effects

- 43.3.1. The Employer shall replace or repair any employee's dentures and/or prescription spectacles which are damaged or destroyed in the course of the employee's ordinary duties, other than through the employee's own negligence up to a maximum of \$866.95 for each set of spectacles and/or dentures. This amount is to be indexed annually as per the Australian Industrial Relations Commission Safety net adjustments.
- 43.3.2. Provided that the Employer may require the employee to furnish a statutory declaration setting out the circumstances of the damage or destruction and supporting evidence of the value of the item damaged or destroyed shall be furnished by the employee.

44. WORKCOVER REHABILITATION AND RETURN TO WORK

Employees may have representation in any matters relating to rehabilitation and/or return to work.

PART 11 - AGREEMENT COMPLIANCE

45. NOTICE BOARD

The Employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his/her plant or separate buildings in each plant so that it will be reasonably accessible to all his/her employees working under the Agreement, for the purpose of posting any notice in connection with this Agreement or other matters related to the employment of the employees.

46. COPY OF AGREEMENT

Each employee shall be supplied with a copy of this Agreement.

PART 12 – OTHER RELATED CLAUSES

47. UNION RIGHTS

- 47.1. The Employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.
- 47.2. Union delegates will be granted two days leave with pay per delegate per calendar year, not cumulative, to attend training courses conducted or approved by the Union. Delegates may be granted an additional two days training leave per year by Agreement with the Employer.

- 47.3. Workers attending Union meetings on site will be granted paid release for up to four hours ordinary time annually for these meetings.
- 47.4. An authorised Union Representative is entitled to enter at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Employer's business for the following purposes:
- 47.4.1. Inductions of new employees or casual workers
 - 47.4.2. Involvement under the disputes procedure of this Agreement.
 - 47.4.3. Distributing written information to Union delegates or employees.

Nothing in this clause shall restrict the Employer or the Union from enacting their rights with regard to "Right of Entry" that are contained in the Fair Work Act 2009.

- 47.5. The Employer is required to keep time and wages records showing the name of each employee, the hours worked each day, and the wages overtime and allowances (if any) paid each week.
- 47.6. The Union will from time to time, determine the amount of the fees payable to become and remain a member of the UWU (fees). Those fees will be required to be paid by members on a monthly basis. The employee agrees to variation of the fees when the employee first completes the UWU membership card. The Union will advise the Employer and employees in writing if there are any increases to the fees.
- 47.6.1. Where written authority is provided by the employee, the Employer will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The employee authorises the Employer to deduct fees when the employee completes a UWU membership card authorising payroll deductions.

48. NO EXTRA CLAIMS

- 48.1. The Parties agree that there will be no further claims in respect to matters contained in this Agreement, Award or over Award except for those provided under the terms of this Agreement.

49. NO PRECEDENT

- 49.1. The Parties agree that this Agreement shall not be used in any way to obtain similar agreement, arrangements or benefits in any other operating entity of the Employer, or any other plant, enterprise or business.

50. SIGNATORIES



Dario Mujkic

Director Logistics

DATE: 19/11/2024

UNITED WORKERS UNION
833 Bourke St Docklands VIC 3008



Wayne Thomas

GM Employee Relations

DATE: 18 Nov 2024

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