1. **TITLE**

This Agreement shall be known as the **CHEP Bathurst (NSW) Service Centre Enterprise Agreement 2018** (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 24 November 2021.

4. APPLICATION OF AGREEMENT
4.1. This Agreement is made between:
   a) CHEP Australia Limited, Level 10, Angel Place, 123 Pitt St, 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 Centre located at 16 Toronto Street, Kelso in the State of New South Wales (‘the employee(s)’)

4.2. This Agreement shall apply to:
   a) The Company; and
   b) The employees, whether said employees are members of a registered employee organisation (Union) or not.

4.3. To avoid any doubt this Agreement has no application to any person employed in the position of Service Centre Manager or Service Centre Supervisor.

5. LIMITATION ON APPLICATION OF AGREEMENT
To avoid any doubt, this Agreement shall only apply at the Company’s Service Centre located at the address 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’ for the purposes of this EA a Forklift Driver refers to a driver of mobile equipment where a high-risk licence is required – specifically class LF as identified in the NSW WHS Regulation 2017.

7.3. ‘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 to Grade 4 and Grade 5 will be based on the individual merits of the employee and also on the available number of these positions at the service centre.

7.4. ‘Ordinary time earnings’ shall include the classification rate, shift loadings, and 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. Up to the nominal expiry date, the employees and/or any bargaining representative will not pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

9.2. The Agreement covers all matters that could otherwise be the subject of protected action.

9.3. Up to the nominal expiry date, the employees and/or any bargaining representative 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 race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or 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.

11. **INTRODUCTION OF CHANGE IN THE WORKPLACE**

11.1. **COMPANY’S DUTY TO NOTIFY**

   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 who may be affected by the proposed changes and any union covered by the agreement.

   b) Significant effects include termination of employment, major changes in the composition, operation or size of the Company’s workforce or in the skills required; 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.

   c) 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. **COMPANY’S DUTY TO DISCUSS MAJOR CHANGE**

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

   a) Relevant employees may appoint a representative including any union covered by the agreement 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, the introduction of the changes referred to in clause 11.1, the effect the changes are likely to have on employees, 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 the nature of the changes proposed, the expected effects of the change including the nature of the change proposed and 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. COMPANY'S DUTY TO DISCUSS 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 a) above applies.

b) As soon as practicable after proposing to introduce the change, the Company will discuss relevant employees the introduction of the change and for the purposes of the discussion, provide relevant employees with relevant information about the change, including the nature of the change and information about what the Company reasonably believes will be the effects of the change on employees and, information on any other matters that the Company reasonably believes are likely to affect the employee.

c) 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).

d) The Company will give prompt and genuine consideration to matters raised about the change by relevant employees.

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; and

c) work must continue without any form of stoppages, strikes, lockouts and/or other bans or limitations on the performance of work; and

d) 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. The parties will cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.
12.6. 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.

12.7. If the matter still remains unresolved after conciliation, then by agreement between the parties at that time, the parties may ask The Fair Work Commission to arbitrate the dispute and all parties will accept the outcome, subject to any legal appeal procedures. If the parties agree to arbitration 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. EMPLOYEE DUTIES

13.1. 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.

13.2. 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.

13.3. Employees are required to work diligently and faithfully.

13.4. The Company at its discretion may amend employee duties and responsibilities from time to time.

13.5. Employees will be expected to be able to undertake all duties required as part of their Grade. Failure to meet the minimum requirements for any grade or a request to relinquish your role, will result in relegation to the appropriate lower level, following a formal process.

14. AGREEMENT FLEXIBILITY ARRANGEMENTS

14.1. An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of 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;
      iv. Allowances;
      v. Leave loading; and
      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
   a) The agreement is genuinely agreed to by the employer and the employee.

14.2. 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;
   c) Result in the employee being better off overall than the employee would be if no arrangement was made

14.3. The Company will ensure that the individual flexibility arrangement:
   a) Is in writing;
   b) Includes the name of the Company and the employee;
   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 guardian of the employee.
   d) Includes details of:
      (i) The terms of the enterprise agreement to be varied by the arrangement;
(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.

e) States the day on which the individual flexibility arrangement will commence.

14.4. The employee will be provided a copy of the individual flexibility arrangement within 14 days after it has been agreed between the Company and the employee.

14.5. 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.

15. TYPES OF EMPLOYMENT

15.1. Employment shall be either on a full-time, part-time, fixed-term basis, or casual basis. This will be determined at the time of engagement.

15.2. From time to time the Company may request that Employee work from alternate locations.

15.3. Permanent employees will be subject to a six (6) month probationary period. During the probation period an employee or the Company may terminate the employment on one (1) weeks’ notice.

15.4. FULL-TIME EMPLOYMENT
   a) A full-time employee will be engaged to work 38 ordinary hours per week averaged over a four (4) week period;
   b) In addition to ordinary hours, a full-time employee will work reasonable additional hours as requested by the Company.

15.5. PART-TIME EMPLOYMENT
   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) Employees engaged part-time will receive pro-rata entitlements to those of a full-time employee.
   c) At the time of engagement, the Company and the employee shall agree in writing on a regular pattern of work (ordinary hours of work) specifying:
      (i) the hours to be worked each day;
      (ii) the days of the week the employee will work;
      (iii) starting and finishing times for each day.
   d) Any variation to the regular pattern of work shall be recorded in writing.
   e) Part-time employees will be rostered a minimum of four (4) consecutive hours on any shift.
   f) To avoid any doubt a part time employee will be entitled to overtime for all time worked in excess of the hours as mutually arranged at 16.5 c). In computing overtime, each day shall stand alone.

15.6. FIXED-TERM EMPLOYMENT
   a) A fixed-term employee is an employee engaged for a specific period of time or a specific task.
   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 25.5 the provisions in clause 25 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:

   (iv) The period of notice (if any) referred to in clause 21; or

   (v) The remaining of the fixed term period.

15.7. **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.

   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 shift work shall be entitled to either the casual loading as prescribed in subclause 15.7(d) or the applicable shift loading, whichever is the greater in respect of all hours worked on shift work.

   f) A casual employee working overtime shall be entitled to normal overtime rates, which shall not include any shift loading or the casual loading.

   g) A casual employee will be rostered on for a minimum four (4) continuous hours on any one occasion.

   h) A casual employee who has performed work on a regular basis for a period of 26 weeks shall be offered permanent weekly employment by the Company at the conclusion of the 26 weeks.

16. **ORDINARY HOURS OF WORK – DAY WORKER**

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

   a) shall not exceed 38 hours per week averaged over a four (4) week period;

   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.

16.2. 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.

16.3. Once having been fixed the time for commencing and finishing work by a day 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.

16.4. The days on which ordinary hours are worked may include Saturday and/or Sunday subject to agreement between the Company and the majority of employees at the workplace.

16.5. Where agreement is reached, ordinary hours worked by a day worker between midnight on Friday and midnight on Saturday shall be paid at time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday shall be paid at double time.

17. **ORDINARY HOURS OF WORK – SHIFT WORKER**

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

   a) shall not exceed 38 hours per week averaged over a four (4) week period.
b) may be worked between 6:00 am Monday to 8:00 am Saturday, inclusive

17.2. In addition to working their ordinary hours a fixed-shift worker shall 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.

17.3. 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.

17.4. A shift loading of 15% shall apply for any non-rotating afternoon shift. No other shift penalty shall apply for the operation of an afternoon shift.

17.5. A shift loading of 30% shall apply for any non-rotating night shift. No other shift penalty shall apply for the operation of a night shift.

17.6. Overtime worked while on shift work shall be paid in accordance with the overtime provision.

17.7. Employees may be transferred between day work and shift work and vice versa at any time by agreement or by seven (7) days’ notice given by the Company to the employee/s concerned or in cases where sudden or unforeseen circumstances make the change necessary by 24 hours’ notice given by the Company.

18. **WORK ON SATURDAY, SUNDAY OR PUBLIC HOLIDAYS**

18.1. A shift worker who works on an ordinary rostered shift, the major portion of which is performed on a Saturday, Sunday or Public Holiday will be paid as follows:

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<th>Rate</th>
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<tr>
<td>Saturday</td>
<td>150%</td>
</tr>
<tr>
<td>Sundays</td>
<td>200%</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>250%</td>
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18.2. The penalty rates in clause 18.1 will be paid in lieu of the relevant shift penalty prescribed in this Agreement.

18.3. Where a shift for a shift worker falls partly on a Saturday, Sunday or public holiday, the shift which has the major portion falling on the Public Holiday will be regarded as the holiday shift.

18.4. If the majority of a rostered shift does not fall on a Saturday, Sunday or Public Holiday the entire shift shall be paid at ordinary (single time) rates, or the appropriate penalty rate for the day the majority of work falls on.

19. **ORDINARY HOURS OF WORK – CONTINUOUS SHIFT WORKER**

19.1. The Company may instigate a seven (7) day continuous shift roster after consultation with employees, in order to meet business demands.

19.2. For the purposes of the NES, a continuous shift worker is defined as an employee who:

\(\text{a) Is employed in a business in which shifts are continuously rostered 24 hours a day for seven (7) days a week; and} \)

\(\text{b) Is regularly rostered to work those shifts; and} \)

\(\text{c) Regularly works on Sundays and public holidays.} \)

19.3. A shift loading of 15% shall apply for any rotating shift in lieu of any other shift penalty prescribed by this Agreement. A rotating shift is defined as - afternoon and night shifts rotating with day work in each shift cycle so as to give employees at least one third of their time off such afternoon or night shift.

20. **BREAKS**

20.1. An unpaid break of 30 minutes shall be taken during the shift at a time suitable to operational requirements. Any break less than 30 minutes shall be counted as time worked.

20.2. This unpaid break does not apply to a shift worker if another provision of this Agreement entitles the employee to a paid 20 minute crib break on a particular shift.
20.3. All continuous shift workers on day, afternoon or night shift are entitled to a paid crib break of 20 minutes per shift

21. OVERTIME

21.1. Except for continuous shift workers (and subject to clause 22) for all work done in excess of ordinary hours (7.6 hours in any one day) overtime rates shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter, until the overtime is completed. In computing overtime, each day shall stand alone.

21.2. Overtime rates will be calculated on the base rate of pay (exclusive of shift loadings or casual loadings).

21.3. 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.

21.4. Except for continuous shift workers overtime worked on a Saturday shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter, until the overtime is completed.

21.5. Except for continuous shift workers overtime worked on a Sunday between the hours of midnight on Saturday and midnight on Sunday shall be paid at the rate of double time.

21.6. For continuous shift workers the rate for working overtime is double time.

21.7. The offer of overtime will be prioritised for employees who demonstrate consistent strong performance and attendance records. The Company reserves the right to identify those who demonstrate consistent strong performance and attendance at their own discretion.

22. ROSTERED DAYS OFF (RDO’s)

22.1. The Company may agree with the majority of employees to implement a system of Rostered Days’ Off over a four (4) week cycle where time is accumulated by working time in excess of 38 hours per week, which is to be banked and then redeemed at a later date.

22.2. The Company with the agreement of the affected employees may substitute the day an employee is to take off in accordance with clause 22.1, for another day in the case of operational requirements of the business in the event of rush orders or some other emergency situation.

22.3. An employee who is required by the Company to work on his/her scheduled day off in circumstances other than those in clause 22.1 shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.

22.4. An individual employee, with the agreement of the Company, may substitute the day he/she is to take off for another day.

22.5. An employee may elect to accumulate rostered days off up to a maximum of three (3) days and be used by employees at a time agreed to between the employee and the Company. The Company will endeavour to take into account individual employee needs, whilst maintaining operational requirements.

22.6. No hours shall be accumulated past three ordinary (3) days (22.8 hours) provided that, where an employee has accumulated hours greater than three (3) ordinary days, the excess accumulated hours shall be paid at the ordinary hourly rate.

22.7. Service centre employees may continue to cash out RDO time at their discretion at ordinary rates.

22.8. Except as provided as in clause 22.2, in cases where an employee in accordance with clause 22.1, is entitled to a day off during his/her work cycle, such employee shall be advised by the Company at least four (4) weeks in advance of the week day to be taken off.

22.9. A maximum of one (1) employee may be absent under the terms of this clause

23. ROSTERS

23.1. The Company shall roster shifts at least 48 hours in advance. This roster can be altered by agreement by the majority of affected employees.
23.2. However, in the absence of agreement, seven (7) days’ notice will be given of such alterations by the Company to the employees. In cases of changes necessitated by circumstances outside the control of the Company, 24 hours’ notice shall be given.

24. **STAND DOWN OF EMPLOYEES**

24.1. 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.

24.2. Where an employee is stood down without pay in accordance with this provision, they may elect to have access accrued annual leave or long service leave (if eligible) in lieu of unpaid leave.

25. **TERMINATION OF EMPLOYMENT**

25.1. **NOTICE OF TERMINATION BY COMPANY**

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

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

25.2. In addition to the notice in clause 25.1, 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.

25.3. Payment in lieu of the notice prescribed in clause 25.1 and/or clause 25.2 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.

25.4. 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.

25.5. This clause does not apply in the case of dismissal during a probation 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.

25.6. For the purposes of this clause, continuity of employment shall be calculated in accordance of the provisions of the Act.

25.7. **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.

25.8. **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 monies 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.

26. **ABANDONMENT OF EMPLOYMENT**
26.1. The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned his/her employment.

26.2. If within a period of fourteen (14) days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that he or she was absent for reasonable cause, he or she shall be deemed to have abandoned his/her employment.

26.3. In the event the Company elects to terminate an employee’s employment due to abandonment of employment, the Company will provide notice in accordance with the NES.

27. REDUNDANCY

27.1. DISCUSSIONS BEFORE TERMINATION
   a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing 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 clause 27.1(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 information the disclosure of which would be inimical to the Company’s interests.

27.2. 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.

27.3. SEVERANCE ENTITLEMENTS
   a) EXISTING EMPLOYEE

In addition to the period of notice prescribed for ordinary termination in clause 25.1 of this Agreement an employee who was employed by the Company before 31 March 2009 and whose employment is terminated for reasons set out in clause 27.1(a) is entitled to the following:
   i. Four (4) weeks’ pay, plus a further four (4) weeks’ pay for each completed year of service. The maximum severance payment under this sub-clause 27.3(a) is 52 weeks’ pay.
   ii. Payout of all unused sick leave entitlements
   iii. Payout of pro-rata long service leave entitlements after one year of service.
   iv. Payout of all accrued, but untaken, annual leave entitlements (including leave loading)
   v. A statement of employment.

   b) NEW EMPLOYEE
In addition to the period of notice prescribed for ordinary termination in clause 25.1 of this Agreement an employee who was employed by the Company on or after 18 August 2009 and whose employment is terminated for reasons set out in clause 27.1(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 clause 27.3 means the ordinary time rate of pay for the employee concerned, and includes shift loading and first aid allowance where applicable.

27.4. **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 27.3 to a lesser amount (which may be nil) in circumstances where the Company obtains other acceptable employment for the employee.

27.5. **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 27.3 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.

27.6. **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 27.3 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.

27.7. **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 day's 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 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.

27.8. **EMPLOYEES EXEMPTED**

This clause 27 does not apply to employees terminated as a consequence of serious misconduct that justifies dismissal without notice; probationary employees; employees engaged for a specific period of time or for a specified task or tasks; or casual employees.
28. CLASSIFICATIONS AND WAGE RATES

28.1. CLASSIFICATION DEFINITIONS

Appendix A contains the classification structure which may be reviewed by the parties during the life of the Agreement and may be varied by agreement.

28.2. WAGE RATES

a) Base wages to be applied from the first full pay period on or after the date specified: Refer: Appendix B
b) The wage rates set out in the table contained in Appendix B are inclusive of all allowances, except for the afternoon and night shift penalties, the first aid allowance, meal allowance and casual loading.

28.3. For the purpose of this clause a week shall mean 38 hours.

28.4. BONUS PAYMENTS

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

28.5. ALLOWANCES

The allowances are expressed in Appendix B of this Agreement.

a) First aid allowance
An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from 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.

b) Meal allowance
An employee required to work more than three (3) hours past their usual finishing time on any day shall be provided with a meal by the Company or allowed a sum as per Appendix B for the provision of a meal.

c) Relief 2IC Allowance
An employee who acts in a relief 2IC role shall be paid a sum as per Appendix B each day they act in this role.

29. PAYMENT OF WAGES

29.1. 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.

29.2. 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.

29.3. PAYROLL DEDUCTIONS

a) Where so permitted by legislation, an employee may request the Company to have an amount deducted from the employee’s wages for a specific purpose where the deduction may be for the benefit of the employee.
b) The employee must notify the Company in writing of the details of the deduction including the amount; the name of the institution that the deduction is to be paid into and any other relevant information required by the Company for this purpose.
c) The authorisation must be signed by the employee advising of the commencement date of the deduction.
d) It will be the employee’s responsibility to ensure that the amount to be deducted and any other relevant details are up to date. The Company will not accept any responsibility for information that is not correct that may lead to any error of deduction.

30. SUPERANNUATION

30.1. The Company shall make employer funded superannuation guarantee contributions in accordance with superannuation legislation as amended from time to time.

30.2. An employee is entitled to choose a 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.

30.3. An employee who chooses an alternative fund must provide the Company with relevant details regarding the chosen fund within 28 days prior to commencement of the alternative fund choice or within 28 days of commencement of employment if a new employee.

30.4. If an employee does not choose an alternative fund the Company will make superannuation contributions into the Brambles Superannuation Plan under the Mercer Super Trust or such other fund as nominated by the Company as its default fund from time to time provided that any default fund offers a My Super product.

30.5. Employee contributions

a) An employee may make contributions additional to those made by the Company under subclause 30.1. 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 30.5, the amount of the wage referred to in sub-clause 28.2 will be reduced by the amount of the additional superannuation contribution made by the employee.

30.6. Any additional superannuation contribution made by an employee under this sub-clause must comply with all applicable legislative requirements.

31. ANNUAL LEAVE

31.1. Permanent employees will be entitled to annual leave in accordance with legislative requirements.

31.2. Annual leave shall be paid at the base rate of pay (excluding any loadings, allowances or penalty rates) at the time the employee takes the annual leave, plus an annual leave loading of 17.5%.

31.3. Annual leave loading shall apply to proportionate leave on termination.

31.4. 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.

31.5. An employee who is a continuous shift worker and who is regularly required to work Sundays and public holidays shall be entitled to an additional one (1) week paid annual leave per year.

31.6. If the Company shuts down the part of the business in which the employee is engaged, the employee must use the employee’s accrued annual leave to cover the period of the shutdown. If the employee has insufficient annual leave to cover the period of the shutdown then the employee consents to taking a period of leave without pay to the extent necessary to cover the period of the shutdown.

31.7. CASH OUT OF ANNUAL LEAVE

The employee may request in writing, subject to the Company’s approval, to cash out a
maximum of 10 days of credited annual leave per annum, provided that the employee retains an accrued annual leave entitlement of at least 4 weeks.

If any annual leave is cashed out, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

31.8. **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.

31.9. 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.

31.10. **CHEP DAY**

a) 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 31.7.

b) 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.

32. **PUBLIC HOLIDAYS**

33. Employees, other than casual Employees, are entitled to public holidays in accordance with the NES and any other day or part-day declared or proclaimed by Public Holiday Act 2010 of New South Wales, entitled to the following public holidays without loss of pay for ordinary rostered hours. To avoid doubt, the following days will generally be observed:

a) Each of these days:

   i. New Years’ Day
   
   ii. Australia Day;
   
   iii. Good Friday;
   
   iv. Easter Saturday
   
   v. Easter Monday;
   
   vi. Anzac Day;
   
   vii. The Queen’s Birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory); 
   
   viii. NSW Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
   
   ix. Christmas Day;
   
   x. Boxing Day; and

b) Any other day, or part-day, 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.
33.2. 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.

33.3. 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.

33.4. **PUBLIC HOLIDAYS - PENALTY RATES**

a) Despite any other provision of this clause employees may be required to work on a public holiday at the direction of the Company.

b) Payment for working on a public holiday will be at the rate of double time and a half for all hours worked with a minimum payment of four (4) hours.

33.5. **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.

34. **PERSONAL/ CARER'S LEAVE**

34.1. A permanent employee is entitled to personal/ carer's leave in accordance with NES.

34.2. 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.

34.3. An employee shall accrue their entitlement to paid personal/carers leave progressively according to the employee's ordinary hours of work.

34.4. 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

34.5. 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 via telephone call to the appropriate manager/Supervisor before the commencement of their normal start time of their inability to attend work.

34.6. 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 leave.

34.7. **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. An employee will only be allowed to submit a statutory declaration (to support their absence) a maximum of three (3) times in any one year (calculated in line with the employee’s anniversary date with CHEP).

34.8. Untaken paid personal/carer's leave accumulates from year to year but is not payable on termination of employment.

34.9. Casual employees covered by this agreement shall be entitled to unpaid personal/carer's leave in line with legislation.

34.10. **Cashing Out of Paid Personal/ Carer's Leave**

On an annual basis each December, an employee may elect, in writing, to be paid out up to 10 days of unused personal/ carer’s leave in excess of a minimum accrued entitlement of 15 days.
35. COMPASSIONATE LEAVE

35.1. Permanent employees are entitled to compassionate leave in accordance with legislative requirements.

35.2. A permanent employee is entitled to a period of two (2) days of paid compassionate leave for each permissible occasion when 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.

35.3. 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.

36. PARENTAL LEAVE

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

37. 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.

38. JURY SERVICE

38.1. 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.

38.2. 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.

39. BLOOD DONORS

As a benefit of their employment 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.

40. TRAVELLING, TRANSPORT AND FARES

40.1. 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.

40.2. 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.

41. TRAINING

41.1. 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.

41.2. 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.

41.3. 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.
42. CLOTHING AND EQUIPMENT

The Company shall provide protective clothing and safety boots to employees as determined appropriate by the Company.

43. FIRST AID

43.1. 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.

43.2. 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.

43.3. The Company shall provide a first aid kit as provided by the relevant legislation or regulations.
APPLENIX 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.

1. **Storeperson and Packer Grade 1**

1.1. "Storeperson and Packer Grade 1" is an employee who is undertaking an Induction Program which may include information on the enterprise, employer 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, workplace layout, fire safety and general information in addition to acknowledging receipt of an employee handbook.

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

   a) Exercises minimal judgment.
   b) Possesses basic numeric and literacy skills.
   c) Works under direct supervision in the following functions with the ability to interchange as required:
   d) Housekeeping duties including Occupational Health and Safety;
   e) Assessment by sorting of product and the repair type required;
      - Washing;
      - Cleaning;
      - Assembling;
      - Disassembling;
      - Repairing;
      - Painting;
      - Stacking;
      - De-nailing of timber;
   f) The operation and use of mechanical devices that include but are not restricted to:
      - Nail guns; grinders; painting equipment; bi-fold tables; bearer shears; mechanical sorting devices; lead board repositions; mechanical washing equipment; mechanical manufacture equipment; bearer end-plating machine.
   g) Maintains simple records of work performed or the recording and testing of work performed.

1.3. Is undertaking structured training so as to enable them to work at the **Storeperson and Packer Grade 2** level, which may include:

   a) Completion of all Grade 1 requirements for their individual workplace;
   b) Completion of requirements for a permanent forklift drivers licence in accordance with individual State legislation;
   c) Completion of 100 hours minimum on-the-job training with CHEP in the duties of a
forklift driver;
d) Forklift operating procedures;
e) Forklift maintenance and safety procedures;
f) Non-trade welding certification (where required by individual depots);
g) Basic clerical skills

1.4. 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.

2. Storeperson and Packer Grade 2

2.1. "Storeperson and Packer Grade 2" is an employee 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 an employee at Grade 1:

a) Works under direct supervision.
b) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality faults.

2.2. Indicative of the tasks performed at this level are:

a) Forklift driving within the scope of the depot;
b) Welding as required by the individual depot;
c) Quality control surveys and measurement against established employer standards;
d) Keep clerical records of individual work performed;
e) Perform daily preventive maintenance on equipment used;
f) Perform the duties of a Grade 1 employee when required;
g) Operate and set up mechanical manufacture equipment.

2.3. Is undertaking structured training so as to enable them to work at the Grade 3 level. This training may include:

a) A minimum of three (3) months on-the-job training in respect to depot receipt and issue procedures;
b) More detailed clerical and EDP functions than performed at Grade 1 and Grade 2;
c) More detailed assessment of the total product range and their process requirement;
d) More detailed duties of equipment maintenance than required at Grade 1 and Grade 2.
e) Completion of a basic customer service course;

2.4. A minimum of 12 months on-the-job training as an operator of mechanical manufacture equipment.

3. Storeperson and Packer Grade 3

3.1. "Storeperson and Packer Grade 3" is an employee at this level 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.

3.2. Indicative of the tasks which an employee at this level may perform are the following:
a) Operates with flexibility between all functions at this grade and also those of grade one and grade two;
b) The receipt and/or issue of products and materials, particular to the individual workplace;
c) 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;
d) Perform the role of a senior operator involved with mechanical manufacture equipment;
e) Perform to a non-trade standard more complex maintenance duties on equipment particular to the depot;
f) Direct forklifts in the loading and unloading of products;
g) 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.

3.3. Is undertaking structured training so as to enable them to work at the grade four level. This training will be restricted according to the number of grade four positions available at each depot and may include:
   a) Quality control survey and measurement;
   b) Basic supervisory skills;
   c) Basic Industrial Relations course/supervision;
   d) On-the-job training skills;
   e) More complex EDP skills;
   f) Occupational Health and Safety course;
   g) Work flow procedures and stock control;
   h) Communication and reporting skills.

3.4. 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 depot.

4. Storeperson and Packer Grade 4
4.1. "Storeperson and packer grade 4" is 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 1, 2 and 3.

4.2. Indicative of the tasks which an employee at this level may perform are the following:
   a) On-the-job training of Grade 1, Grade 2 and Grade 3 employees;
   b) Operate with flexibility between all functions at this grade and also those of Grade 1, Grade 2 and Grade 3 when required.
   c) 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 Grade 3 and Grade 4 duties concerned with machine maintenance provided by outside suppliers of the equipment or by non-trade certification courses;
• Advanced Supervision course;
• Industrial Relations course.

4.3. 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 five will be based on the individual merit of the employee and the availability of positions at this level with the depot.

5. Storeperson and Packer Grade 5
5.1. "Storeperson and packer grade 5" is an employee at this level 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.

5.2. Indicative tasks performed at this-level, may include:
   a) Operate with flexibility between all functions and all grades when required;
   b) Co-ordinate and direct the work of all other grades under general supervision;
   c) 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
APPENDIX B – WAGE RATES AND OTHER ALLOWANCES

Current Rates

Base rate of pay = Ordinary Day/Weekly Rate

<table>
<thead>
<tr>
<th>Grade</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>$933.33</td>
<td>$24.56</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$942.66</td>
<td>$24.81</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$987.07</td>
<td>$25.98</td>
</tr>
<tr>
<td>Grade 4</td>
<td>$1,028.21</td>
<td>$27.06</td>
</tr>
<tr>
<td>Grade 5</td>
<td>$1,091.27</td>
<td>$28.72</td>
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Rate Increase

<table>
<thead>
<tr>
<th>Application</th>
<th>Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial increase</td>
<td>On Approval</td>
<td>2.5%</td>
</tr>
<tr>
<td>1st Anniversary</td>
<td>24 November 2019</td>
<td>2.5%</td>
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<tr>
<td>2nd Anniversary</td>
<td>24 November 2020</td>
<td>2.75%</td>
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Additional Payments

<table>
<thead>
<tr>
<th>Payment</th>
<th>Application</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal</td>
<td>Per occasion</td>
<td>$12.78</td>
</tr>
<tr>
<td>First aid</td>
<td>Per week</td>
<td>$11.58</td>
</tr>
<tr>
<td>2IC Relief</td>
<td>Per occasion</td>
<td>$15.00</td>
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</table>
New Rates On Approval

<table>
<thead>
<tr>
<th>Normal (Base) Rate</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>Grade 1</td>
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<td>$25.18</td>
<td>$980.58</td>
<td>$25.80</td>
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<tr>
<td>Grade 2</td>
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<td>$990.38</td>
<td>$26.06</td>
<td>$1,017.62</td>
<td>$26.78</td>
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<tr>
<td>Grade 3</td>
<td>$1,011.75</td>
<td>$26.62</td>
<td>$1,037.04</td>
<td>$27.29</td>
<td>$1,065.56</td>
<td>$28.04</td>
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<tr>
<td>Grade 4</td>
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<td>$1,146.52</td>
<td>$30.17</td>
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Additional Payments

<table>
<thead>
<tr>
<th>Payment</th>
<th>Application</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal</td>
<td>Per occasion</td>
<td>$14.00</td>
</tr>
<tr>
<td>First aid</td>
<td>Per week</td>
<td>$13.00</td>
</tr>
<tr>
<td>21C Relief</td>
<td>Per day</td>
<td>$15.00</td>
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</table>
New Shift Rates On Approval

<table>
<thead>
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<th>Grade</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
<th>Ordinary Weekly Rate</th>
<th>Ordinary Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>Grade 1</td>
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<tr>
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<td>$29.24</td>
<td>$1,138.94</td>
<td>$29.97</td>
<td>$1,170.26</td>
<td>$30.80</td>
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<td>Grade 3</td>
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<td>$1,192.60</td>
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