

ENTERPRISE AGREEMENT

NO: E.A. 126 /1994

DATE REGISTERED: 12-4-94

PRICE: \$ 56-00

THE NATIONAL UNION OF WORKERS
NEW SOUTH WALES BRANCH

AND

DAVIDS DISTRIBUTION PTY. LIMITED
NEWINGTON ROAD, SILVERWATER, N.S.W.

THIS ENTERPRISE AGREEMENT made the 8th day of November One thousand nine hundred and ninety three, between DAVIDS DISTRIBUTION PTY. LIMITED and THE NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH, a registered Industrial Union of Employees hereinafter referred to as the "Union".

Whereas the representatives of the parties have met in conference and have agreed that the remuneration and conditions of employment set out hereunder and incorporated herein by reference, shall become embodied in an Agreement to be filed in accordance with the provisions of the Industrial Relations Act, 1991, and shall, in so far as the matters contained therein are concerned, regulate the relations between the parties hereto during currency of this Agreement.

And whereas it is further mutually agreed by and between the parties hereto that terms and conditions of employment set out hereunder and incorporated herein by reference shall be observed and performed by the Company and by the Union and the members thereof in respect of employment by the Company of Storeworkers.

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CLAUSE 1 : **TITLE**

This Agreement may be referred to as the Storemen and Packers - Davids Distribution Pty Limited Silverwater Enterprise Agreement, 1993.

CLAUSE 2 : **CATEGORIES OF EMPLOYMENT**

(a) **Permanent staff**

Permanent full-time employment would be on the basis of 36 hours per week averaged over the period of the agreed leisure day rosters.

The company is committed to maximising the employment of a flexible full-time permanent staff on a year long basis and will - through the consultative committee, based on the number of casual hours required over an agreed period, not more than 12 months - identify and fill opportunities for full-time staff wherever the needs of the customer are met and trained competent staff are available.

(b) **Casual employees**

Casual employees would be employed for order assembly up to 36 ordinary hours in any one week. There are no restrictions on the hours of work of casuals other than a maximum of nine and a minimum of four hours in any one day.

Casuals are permitted to work overtime provided permanent employees have been given the opportunity to work such overtime on that occasion.

Casuals may be employed up to a ratio of 15% of full time employee numbers on any one day Monday to Friday.

As an interim arrangement until such time as there are sufficient full-time employees rostered to meet the needs of our customers on Saturday there will be no restrictions on the use of casuals on that day up to a maximum of the total number of permanent positions advertised.

The manning of Saturdays will be reviewed every three months with the consultative committee to ascertain the need for unrestricted casual arrangements on this day. Once there are sufficient full-time staff to meet the needs of our customers then the number of casuals used on Saturdays shall be no more than 15% of the permanent full-time staff employed on rosters that include Saturday work

In peak trading periods the proportion of casuals may be increased to 30% of full-time staff - Monday to Friday; and, on Saturdays 30% of full-time staff employed on rosters that include Saturday work.

These peak periods are traditionally mid November to mid February, and March to April or as agreed by the consultative committee.

Casual employees shall be paid at an hourly rate equivalent to 1/36th of the appropriate weekly wage plus 15% calculated to the nearest cent, any part of a cent not exceeding ½ cent to be disregarded.

Any dispute arising out of the employment of casuals shall be dealt with in accordance with Clause 29, SETTLEMENT OF DISPUTES of the Agreement.

(c) Part time employees

Part time employees would be employed for a minimum of 18 hours and up to 34 ordinary hours in any one week. There are no restrictions on the hours of work of part time employees other than a maximum of nine and a minimum of four hours in any one day.

Part time employees may be employed up to a ratio of 15% of full-time employee numbers on any one day Monday to Friday.

As an interim arrangement until such time as there are sufficient full-time employees rostered to meet the needs of our customers on Saturday, there will be no restrictions on the use of part time employment on that day up to a maximum of the total number of permanent positions advertised.

The manning of Saturdays will be reviewed every three months with the consultative committee to ascertain the need for unrestricted part time arrangements on this day. Once there are sufficient full-time staff to meet the needs of our customers then the number of part timers used on Saturdays shall be no more than 15% of the permanent full-time staff employed on rosters that include Saturday work.

Part time employees shall be employed on a roster which shall be given in writing to the employee at the time of employment.

The roster may be varied by mutual agreement or by the company on providing one weeks notice of the revised roster.

Part time employees will be employed and paid at the appropriate permanent hourly rate, including loadings for shift work and for work on Saturday, Sunday or Public Holidays where appropriate. Entitlements such as sick and annual leave shall be pro-rata to the number of hours worked during a week.

CLAUSE 3 : ROSTERS FOR FULL-TIME EMPLOYEES

All rosters/shifts will be offered to existing permanents in the first instance by advertisement.

(a) **Choice of rosters**

In principle there will be three rosters.

Initially only roster (i) and roster (ii) will be available

- (i) continuation of the existing nine day fortnight roster at a minimum of their current grading.

There would be no work rostered for Saturday or any public holidays.

The hours of work would be the current 36 hours averaged over 2 weeks with a leisure day each fortnight.

- (ii) Monday to Friday four day roster, rotating over a five week period.

There would be no Saturday work but staff would be rostered to work the public holidays nominated in clause 18 of this Agreement as they fall as part of their roster.

The hours of work would be 36 hours per week worked at nine hours per day Monday to Friday with one leisure day rostered each week.

This roster is specifically designed so that 34% of rostered days off fall on a Wednesday.

- (iii) Monday to Saturday four day roster rotating over a six week period.

This roster includes Saturday work and work on nominated public holidays as they fall as part of a roster.

The hours of work would be 36 hours per week worked at nine hours per day Monday to Saturday with two leisure days rostered each week.

This roster is specifically designed so that eight Wednesdays are rostered in each twelve week roster rotation.

This roster may be offered in the future as the needs of our customers dictate. When this roster is made available it will be offered in the first instance to existing permanent employees.

(b) Trial period for new rosters

At the introduction of new rosters existing staff will have a choice of the available rosters.

Staff may elect to return to their original nine day fortnight roster within the first three months at the completion of a rotation.

New staff may be required to work on rosters incorporating Saturdays, nominated public holidays, day, afternoon or night shifts to suit the needs of the customers.

(c) Additional rosters

Through the consultative committee new rosters may be introduced so that:

(i) the Monday to Friday roster could be for any days to meet the needs of the customer

and, when made available,

(ii) the Monday to Saturday roster could be for any days to meet the needs of the customer

The Monday to Friday four day roster will be introduced four weeks after the signing of this agreement.

Individual staff may approach the company for rosters to suit their individual needs. Where the needs of the customer are met this roster could be approved through the consultative committee. Where a roster is referred to the consultative committee then agreement for that roster shall not be unreasonably withheld.

Where the company identifies the need, rosters that are different to those nominated in this clause may be developed. Those roster vacancies - once approved by the consultative committee - shall be offered to existing staff through advertisement before being offered to new staff.

(d) **Definition of overtime**

For the purpose of rosters - overtime is defined as hours worked outside of nominated rostered hours.

CLAUSE 4 : HOURS OF DAY WORK

(i) The ordinary working hours, exclusive of meal times, shall not exceed 9 hours per day or 36 hours per week or where appropriate, an average of 36 hours per week, over any two week period, and shall be worked in accordance with Clause 3, ROSTERS FOR FULL-TIME EMPLOYEES, of this Agreement. Such hours shall be worked between 6-00 AM and 6-00 PM Monday to Saturday. Times for starting and finishing for employee(s) once having been fixed shall not be altered without giving 7 days notice to the employee(s). Provided that an earlier starting time than that provided in this clause may be introduced by mutual agreement, without the payment of overtime.

(ii) **Banking of Rostered Days off:**

The Manager may bank up to 5 RDO's to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of the banked RDO's will be as mutually agreed by the employee and the Manager.

CLAUSE 5 : SHIFT WORK

(i) **Definitions:**

Except where mutually agreed otherwise, for the purpose of this Clause:

"Afternoon Shift" means any shift finishing after 6-00 PM and at or before 12:30 AM the following day.

"Night Shift" means any shift finishing subsequent to 12:30 AM and at or before 8-00 AM.

(ii) **Hours:**

(a) The ordinary hours of shift workers shall not exceed 9 hours per day or 36 hours per week or where appropriate, an average of 36 hours per week, over any two week period, and shall be worked in accordance with Clause 3, ROSTERS FOR FULL-TIME EMPLOYEES, of this Agreement.

Such ordinary hours shall be worked continuously except for a 30 minute break which shall be counted as time worked.

(b) Banking of rostered days off:

The Manager may bank up to 5 RDO's to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of the banked RDO's will be as mutually agreed by the employee and the Manager.

(iii) Commencing and ceasing times:

The time of commencing and ceasing shifts once having been determined may be varied by mutual agreement to suit the circumstances of the establishment or, in the absence of agreement, by 7 days notice of alteration given by the Company to the employee(s).

(iv) Afternoon or night shift allowances:

(a) A shift worker whilst on afternoon shift shall be paid for such shift an allowance of 17½% in addition to the ordinary rate provided for in Clause 7, WAGES.

(b) A shift worker whilst on night shift shall be paid for such shift an allowance of 27½% in addition to the ordinary rate provided for in Clause 7, WAGES.

(c) Shift work allowances shall not be decreased by virtue of a shift worker's absence from work on account of a Public Holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service.

(d) Shift Work - Casual Employees:

Casual employees engaged on shift work shall be paid on an hourly basis equivalent to 1/36th of the appropriate week wage plus the appropriate shift allowance plus 15% casual loading.

(v) Overtime:

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid at the rate of time and a half for the first two hours and double time thereafter.

Such overtime rates shall be in substitution for and not cumulative upon the shift allowances prescribed in sub-clause (iv) hereof.

NOTE: See sub-clause (iv) of Clause 12, OVERTIME, for rest periods after overtime.

(vi) **Requirements to work reasonable overtime:**

The Company may require employees to work reasonable overtime to meet the needs of the industry.

(vii) **Sundays and Holidays:**

Shift workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 17, HOLIDAYS, or Clause 18, ROSTERED HOLIDAY WORK or Clause 20, SUNDAY WORK, of this Agreement in lieu of the shift allowances prescribed in this clause. Where shifts commence between 9-55 PM and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing between 9-55 PM and midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.

CLAUSE 6 : CLASSIFICATION STRUCTURE

(a) Storeworker Grade 1 - (91%)

An employee at this level performs work to the level of their training and:

1. Is responsible for the quality of their own work (subject to instructions and direction).
2. Works in a team environment and/or under routine supervision.
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses good interpersonal and communication skills.

Indicative of the task which an employee at this level may be required to perform include the following:

- * General labouring and cleaning duties.
- * Order assembling including picking stock.
- * Counting and sorting of products.
- * Satisfying internal and external customer needs.
- * Documenting and recording of goods, materials and components.
- * Basic inventory control.
- * Salvage.
- * Use of hand trolleys, pallet trucks and non-licensed material handling equipment.
- * Non-forklift loading of vehicles.
- * Basic use of VDU or similar equipment (including fixed scanner and keyboard) for a limited number of repetitious transactions requiring no discretion.
- * May be required to use, for training purposes, materials handling equipment which requires licensing/certification (permit for first 30 hours after that paid mixed functions grade 2 until licensed and re-graded).

Promotional Criteria.

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(b) Storeworker Grade 2 - (94.6%).

Point of entry.

Grade 1B.

Means an employee with proven and demonstrated skills (including as appropriate certification) to the level required of this grade and to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

An employee at this level performs work to the level of their training and is:

1. Able to work from complex instructions and procedures.

2. Able to co-ordinate work in a team environment under general supervision.
3. Responsible for assuring the quality of their own work.
4. Possesses sound interpersonal and communication skills.
5. Licensed and/or certified to operate all appropriate materials handling equipment, e.g. forklift, overhead crane, carousel, etc.
6. May be required to perform the following tasks/duties:
 - * Loading/unloading of trucks.
 - * Inventory and stores control.
 - * Routine maintenance of stores equipment and machinery.
 - * Use of VDU or similar equipment (including terminals mounted on mobile equipment) for a limited number of repetitious transactions and the use of some discretion and simple data entry.

Promotional Criteria.

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(c) Storeworker Grade 3 - (100.9%).

Point of entry.

Grade 2.

Means an employee with proven and demonstrated skills (including appropriate certification) to the level of this grade and the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

An employee appointed in this capacity performs work to the level of their training and:

1. Understands and is responsible for quality control.
2. Possess an advanced level of interpersonal and communication skills.

3. Sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
4. Where appropriate, accredited by the employer as competent in the understand of regulations relating to handling, storage and loading/unloading of specific product e.g. chemicals, solvent and explosives.
5. May perform work requiring minimal supervision, either individually or in a team environment.
6. Must be competent to perform the following tasks/duties;
 - * Licensed to operate appropriate materials handling equipment, e.g. forklifts, overhead crane, carousel etc.
 - * Use of VDU or similar equipment (including terminals mounted on mobile equipment) for multiple transactions and including updating of work in progress and some maintenance and updating of stock, employee and location records.
7. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional). If first aid ticket held, first aid allowance paid in addition.
8. May also be responsible for quality control of the work of other Storeworkers without being responsible for their direction, i.e. checkers.
9. Receiving and labelling of incoming goods.

Promotional Criteria.

An employee remains at this level with until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(d) Storeworker Grade 4 - (103.6%).

Point of entry.

Grade 3.

Means an employee with proven and demonstrated skills (including appropriate certification) to the level of this grade and the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A grade 4 is appointed on merit and skill taking into account the following factors:

- * Clerical aptitude.
- * Supervisors assessment.
- * Skills, competency and experience.
- * Attendance.
- * Attention to detail.
- * General attitude to company standards.
- * Training and education.

An employee appointed in this capacity performs work to the level of their training and:

1. Implement quality control techniques and procedures.
2. Utilise highly developed level of interpersonal and communication skills.
3. Assisting in the provision of on-the-job training and standards.
4. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
5. This position is accountable for performing some of the following tasks, or a combination thereof:
 - * Performing multiple stores activities.
 - * Managing the information flow within the store.
 - * Understands and applies computer techniques as they relate to the stores operation including the use of VDU or similar equipment (including terminals mounted on mobile equipment) for substantial maintenance and updating of work in progress, stock, employee and location records.
 - * Routing of transport and allocation of loads to customers.

- * Matching of delivery documents and purchase orders, entry to computer programs of receiving and verifications of recovery.
- * Has a sound knowledge of the employer's operation and product.

6. Performs the functions of a leading hand:

A Leading Hand is appointed by the company to assist in the good order of work flow in an operating area by;

1. Receiving instructions and allocating the work flow to employees.
2. To control the standards of work and work output set by management and other staff.
3. To determine shortages in labour, or material or equipment to the management staff for consideration.

Where a failure in training or behaviour occurs a Leading Hand shall disengage from further action and place the matter into the hands of management.

None-the-less this does not preclude the Leading Hand from giving training but only on the general instructions of a Manager.

A Leading Hand shall not become involved in planning Annual Leave rosters or rostered days off except by consultation with a Manager to ensure an orderly overview of work cover, nor in discipline for behaviour, absenteeism or performance.

However, a Leading Hand shall give advise to the Manager or other staff to assist with each of the above but only to the extent of ensuring good order and work flow.

A Leading Hand shall not breach any confidence placed in them by fellow employees or by management staff.

(f) Adoption of classification and grades.

In implementing classifications and gradings:

- * No current employee shall lose status or pay.
- * It is clearly recognised and accepted that:

- Promotion is based on training (including appropriate certification) and competence at the grade and lower grade tasks. Competence is performing work to the standard required.
- Continued work in grade is based on competence. Pay for grade continues (once certified) if work performed at lower grade.
- All current graded staff will be placed in equivalent grades.
- Current reserve forks on completing training would have first option of available permanent positions in Grade 2 - after three months settling period of new rosters.
- If staff are equal in competence and limited training opportunities exist at a higher grade, then, all things being equal, opportunity for training at higher grade will be based on length of service.
- Training and access to training and issues regarding training, competence and certification will be dealt with by the consultative committee.
- Existing staff appointed to Grades 3 and 4 will develop skills of all tasks of current and lower grades.

* National competency standards when issued will have to be married into the classification structure. This will be done by agreement of the consultative committee.

CLAUSE 7 : WAGES

The weekly wage for employees covered by this Agreement shall be as set out hereunder:

<u>GRADE</u>	<u>\$ PER WEEK.</u>
STOREWORKER GRADE 1.	\$499.10
STOREWORKER GRADE 2.	\$517.90
STOREWORKER GRADE 3.	\$550.60
STOREWORKER GRADE 4.	\$565.20

* The above wages include a \$3.50 consideration for a dress and/or uniform allowance.

CLAUSE 8 : FREEZER WORK

- (i) This clause shall apply only to employees working in freezers where the temperature is normally colder than minus 18 celsius.
- (ii) Employees working continuously for an hour inside a freezer shall be entitled to a 10 minute break outside the freezer without deduction of pay. Provided that in any hour where there is a paid break or unpaid meal break no freezer break shall be taken.
- (iii) A freezer allowance of \$21.60 per week is included in the wage set out in Clause 7, WAGES, of the Agreement.
- (iv) The Company shall supply free of charge to each employee who is required to work in a freezer suitable protective clothing, which shall include two freezer suits. Such freezer suits shall be cleaned by the Company.

CLAUSE 9 : FIRST-AID

- (i) The Company shall provide a properly equipped first-aid room with a fully maintained first-aid kit.
- (ii) Qualified first-aid personnel shall be available at all times work is being performed.
- (iii) A qualified first-aid attendant who is appointed to carry out the duties of a qualified first-aid attendant shall be paid \$12.20 per week in addition to his appropriate rate.
- (iv) In the absence of the regular first-aid personnel qualified relief shall be provided and shall be paid the said additional allowance whilst engaged on such relief.

CLAUSE 10 : PAYMENT OF WAGES

Employees shall be paid during working hours on a day not later than Thursday of each week. Casuals employees shall, where practicable, be paid at the termination of their engagement.

CLAUSE 11 : MIXED FUNCTIONS

An employee employed for 2 hours or more per day or 10 hours or more per week for work other than that on which he regularly is employed and for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the whole day or the whole week as the case may be whilst so employed.

No employee shall suffer any reduction in wages if temporarily employed on work other than that on which he regularly is employed and for which a lower rate of pay is provided for herein.

CLAUSE 12 : OVERTIME

- (i) Overtime shall mean all time worked:-
 - a) Before an employees rostered starting time or after an employees rostered finishing time, Monday to Saturday inclusive as provided within Clause 3, ROSTERS FOR FULL-TIME EMPLOYEES, of this Agreement.
 - b) Outside the ordinary spread of hours prescribed in Clause 4, HOURS OF DAY WORK, or Clause 5, SHIFT WORK, of the Agreement.
 - c) Outside the specified maximum hours prescribed in the said Clause 4 or Clause 5 of this Agreement.
- (ii) Overtime shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Employees who have been notified of the intention to work overtime on a Saturday shall be paid for a minimum of 4 hours even if such 4 hours are not worked. Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.
- (iv) The Company may require employees to work reasonable overtime to meet the needs of the industry.
- (v) **Rest period after overtime:**

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary hours on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the company, such an employee resumes or continues work without having had 10 consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This sub-clause shall not apply in respect to overtime worked on Saturday and/or Sunday.

CLAUSE 13 : MEAL HOURS

- (i) Not less than thirty minutes nor more than one hour between the hours of 12:00 noon and 2:00 p.m. shall be allowed for lunch, such meal break to be unpaid. The time for the partaking thereof shall be fixed by the Company but once having been fixed shall not be altered without seven days notice.
- (ii) An interval of not less than 30 minutes between 5-00 PM and 6-30 PM shall be allowed for tea.
- (iii) An employee required to work overtime on a Saturday, Sunday or Public Holiday other than as provided in sub-clause (iv), shall be allowed a paid crib break of 20 minutes for each completed 5 hours worked; the said 5 hours to be calculated from the time of each commencement of work.
- (iv) An employee required to work overtime for a period of 9 hours between the hours of 6-00 AM and 6-00 PM on a Saturday, Sunday or Public Holiday, may be allowed the usual weekday lunch break and, in that case, the provisions of sub-clause (iii) of this clause shall not apply.
- (v) Provided that the Company and its employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.
- (vi) Times of breaks may also be adjusted through the consultative committee.

CLAUSE 14 : MEAL HOUR RATES OF PAY

- (i) Meal hours, if worked, shall be paid for at the rate of double time, provided that this rate shall not apply to the tea hour if worked ceases within 1 hour after finishing time.

- (ii) Employees working any portion of the meal time shall be paid if the period is less than 30 minutes for 30 minutes and if over 30 minutes for the full meal break.

CLAUSE 15 : MEAL ALLOWANCE

- (i) An employee who works overtime on any week day beyond 1 hour after the normal ceasing time, shall be paid on such day \$6.70 as a meal allowance. Such payment shall be made prior to the commencement of the meal time on the day overtime is worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he shall be paid an amount of \$6.70.
- (ii) Where a shift worker works overtime for more than 1 hour prior to the normal commencing time of this shift, he shall be paid a meal allowance of \$6.70.
- (iii) A day worker who works overtime prior to 6-00 AM on any day shall be paid a breakfast allowance of \$6.70.
- (iv) Should an employee undertake to work overtime nominated by the employer and then fail to work the full period of overtime so nominated he shall forfeit from any monies owing to him the amount of the meal allowance.

Provided that this sub-clause will not apply to a day worker who is no more than 10 minutes late to work the nominated period of overtime prior to his normal starting time due to exceptional circumstances that are accepted by management as bona fide.

CLAUSE 16 : CRIB TIME

Where work performed by a day worker is to continue after 9-00 PM a break of 30 minutes shall be allowed from 8-30 PM and such time shall be counted as time worked.

CLAUSE 17 : HOLIDAYS

- (i) The following holidays or the days upon which they are observed shall be allowed to all weekly employees without deduction from the weekly pay, viz: New Year Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, the second Friday in February, Labour Day, Christmas Day and Boxing Day, together with all other statutory and/or gazetted public holidays for the State.

(ii) For time worked on any holiday, other than Christmas Day and Good Friday, double ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours. For time worked on Christmas Day and Good Friday, treble ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours.

(iii) Where an employee is rostered so that he does not work his ordinary hours on the same days each week and the employees rostered leisure day falls on a Public Holiday prescribed in subclause (i) of this clause, the employee shall be entitled to one substituted day.

Provided that the day to be taken as a substitute leisure day shall be determined by the employer and shall be granted on the same day of the week as the leisure day originally fell, within a period of 4 weeks prior or 4 weeks subsequent to the public holiday occurring.

(iv) The second Friday in February referred to in sub-clause (i) shall not be a closed day and with mutual agreement of the Company and the employee concerned, one of the following options may be taken:

One extra days pay

OR

One day added to Annual Leave

OR

One day in lieu.

CLAUSE 18 : ROSTERED HOLIDAY WORK

(i) Notwithstanding the provisions of Clause 17, HOLIDAYS, of this Agreement, where an employee as part of his normal roster is required to work on a nominated Public Holiday, the time so worked shall attract a loading of 150% in addition to the days pay.

(ii) Nominated Public Holidays to be worked as part of the roster referred to in subclause (i) of this clause are Australia Day, Anzac Day, Queens Birthday and Labour Day (or the days in substitution thereof).

CLAUSE 19 : SATURDAY WORK

- (i) Where permanent employees are rostered for Saturday work, the all purpose weekly rate shall be increased to reflect on a basis pro-rata to the proportion of Saturday work in the total work of a roster rotation, a loading of 60% for Saturday work.
- (ii) Casuals will be paid 60% loading for hours worked on Saturday.
- (iii) Saturday loading will be paid in addition to shift and casual loadings.
- (iv) This clause shall not apply to overtime worked on Saturday.

CLAUSE 20 : SUNDAY WORK

Work performed on a Sunday shall be paid for at the rate of double time and a half with a minimum of 4 hours. Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

CLAUSE 21 : ANNUAL LEAVE

- (i) See Annual Holidays Act, 1944, as amended.
- (ii) An employee at the time of his entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 1 week's wage or 3 hours ordinary pay for each month, including a shift allowance where appropriate.
- (iii) The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee is outstanding at the time of termination.
- (iv) The provisions of sub-clause (iii) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

CLAUSE 22 : LONG SERVICE LEAVE

See Long Service Leave Act, 1955, as amended.

CLAUSE 23 : SICK LEAVE

- (i) (a) An employee for the time being working under this Agreement who after not less than 3 months continuous service with the Company is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers Compensation Act, 1987, as amended, not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendances; provided that he shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers compensation. Provided however that once an employee has had 3 months continuous service with the Company he shall be paid for any absence owing to illness during the first 3 months.
- (b) He shall, within 24 hours of the commencement of such absence, inform the Company of his inability to attend for duty, and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- (c) He shall prove to the satisfaction of the Company, or in the event of a dispute, the Industrial Relations Commission of New South Wales, that he is or was unable on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) He shall not be entitled to sick leave in excess of the following:
- | | |
|--|----------|
| In the first year of employment | |
| - one week one day or | 44 hours |
|
 | |
| In the second year and up to and including the fourth year of employment | |
| - one week three days or | 60 hours |
|
 | |
| In the fifth year and thereafter | |
| - two weeks or | 72 hours |
- (e) The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in a subsequent year of employment.

(f) No employee shall be retired on the grounds of ill health until his accumulated sick leave credits have been exhausted or unless the cash value of the accumulated sick leave credit has been paid to the employee on termination of employment.

(g) Untaken sick leave shall be paid on termination of employment as previously agreed.

(ii) For the purposes of this clause, continuous service shall be deemed not to have been broken by:

(a) Any absence from work on leave granted by the Company, or

(b) Any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall in each case, be upon the employee.

Provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.

(iii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.

(iv) An employee who is absent without leave on the working day before or the working day after their "rostered leisure day" shall be liable to forfeit wages for that day except where the employee produces medical evidence that is satisfactory to the Company, to the extent that his absence was caused through personal illness or injury.

(v) **Single Day Absences**

Employees under this Agreement shall in any year of employment be allowed the first two separate single days absence on account of personal illness or injury without production of proof of such illness or injury.

All other sick leave shall be subject to proof as provided in sub-clause (i)(c) of this clause.

Provided that where the Company has reasonable proof to suspect that an employee has abused his entitlement under this sub-clause the Company and the Union shall investigate and discuss the matter. At all times the R.T.A. shall be welcome to attend the discussion.

(vi) Entitlements under this clause do not extend to any employee on his rostered leisure day.

CLAUSE 24 : BEREAVEMENT LEAVE

- (i) An employee shall on the death of a wife, husband, mother, father, brother, sister, child, step-child, grandchild, parent-in-law, foster parent or grandparent, be entitled on notice to leave including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 3 ordinary working days. In the case of attendance of a funeral of such relation outside Australia such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 5 ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the Company, if so requested, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, he shall be entitled to 1 day only, unless he can demonstrate to the Company that additional time up to a period of 3 days was justified.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purposes of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

- (ii) Entitlements under this clause do not extend to an employee on his rostered leisure day.

CLAUSE 25 : FARES AND TRAVELLING

Employees temporarily transferred shall be reimbursed any extra fares or expenses involved together with payment for all extra time spent travelling.

CLAUSE 26 : TERMS OF ENGAGEMENT

- (i) Employment shall be on a weekly, part time or casual basis.
- (ii) Employment of weekly and part time employees during the first week of service shall be from day to day at the weekly rate terminable by a days notice on either side but the Company shall indicate clearly to an employee at the time of engagement whether he is being engaged as a weekly, part time or casual employee.

- (iii) Subject as provided for elsewhere in this Agreement employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wages.
- (iv) Notwithstanding any provisions of sub-clause (i), (ii) and (iii), of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.

CLAUSE 27 : GENERAL CONDITIONS

- (i) A first-aid kit shall be provided, at the Company's expense.
- (ii) Each employee on the termination of his engagement shall, on request, be given a statement in writing, signed by the Company stating the position held by the employee and his length of service.
- (iii) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (iv) Employees shall be provided with reasonable dining accommodation, locker, change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- (v) Employees shall be allowed a 10 minute morning and afternoon tea break, or such other practice that exists as at the date of making of this Agreement.
- (vi) **Parental leave:** See Industrial Relations Act, 1991.
- (vii) **Workers Compensation:** See Workers Compensation Act, 1987. Leisure days do not accrue whilst on Workers Compensation.
- (viii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (ix) In accordance with the Second Tier Agreement dated 29th May 1989, the practice of 5 minutes undressing time prior to the bundy off time has been discontinued.
- (x) Canteen prices are at the discretion of the catering contractor. However, the Company will continue to supply coffee, tea, sugar and milk free of charge.

CLAUSE 28 : UNION DELEGATES

Where an employee is elected by his fellow employees as a Union delegate, and his name forwarded in writing by the Union to the Company, the said Union delegate shall be allowed by the Company such time as is necessary to interview the Companys representative on matters affecting the employees he represents.

CLAUSE 29 : SETTLEMENT OF DISPUTES

Any disputes arising out of employment shall be referred by the Union delegate to the Company representative appointed for this purpose.

Failing settlement at this level between the Company and the Union delegate on the job, the Union delegate shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the Union organiser to settle the matter, but failing settlement, the Union organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to the R.T.A. and the Union Secretary shall take the matter up with the R.T.A.

During the discussions the Status Quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

At any time either party shall have the right to notify the dispute to the Industrial Registrar.

CLAUSE 30 : COUNSELLING PROCEDURE

- (i) Where an employee's attendance and punctuality of attendance is not to the satisfaction of the Company, the employee shall be entitled to two separate warnings.
- (ii) Such warnings shall be given formally and shall be in writing. A copy of the warning report shall be given to the Secretary of the Union.
- (iii) The Union delegate or co-delegate or alternate of the shift in question shall be present at the time of warning.

- (iv) If following the aforesaid warnings, the employee's attendance and punctuality of attendance remains not to the satisfaction of the Company, the employment may be terminated forthwith.
- (v) The procedure outlined in this clause shall be adopted in respect to the issue of work performance.

CLAUSE 31 : JURY SERVICE

- (i) An employee shall be allowed leave of absence during any period when required to attend jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

- (ii) Entitlements under this clause do not extend to an employee on his rostered leisure day.

CLAUSE 32 : ATTENDANCE AT REPATRIATION CENTRES

- (i) Employees being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment, provided that:

- (a) Such lost time does not exceed 4 hours on each occasion.
- (b) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Department of Veterans Affairs as a result of each such visit.
- (c) The employee produces satisfactory evidence to the employer that he is so required to and subsequently does attend a repatriation centre.

- (ii) Entitlements under this clause do not extend to an employee on his rostered leisure day.

CLAUSE 33 : DAMAGED STOCK

In accordance with the conditions outlined in an exchange of letters between the parties dated 4 February, 1985 and 28 February, 1985 an employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock within the recognised central damaged stock area shall be paid the rate prescribed for a Storeworker Grade 3 (previously described as "receiver").

CLAUSE 34 : RIGHT OF ENTRY

See Section 733 of the Industrial Relations Act, 1991.

CLAUSE 35 : BASIS OF AGREEMENT

- (i) This Agreement is entered into by the Company on the condition that:
 - (a) The Union, its officials and its members accept and honour in full the terms of the Agreement during its currency.
 - (b) There will be no claims for alterations to any of the terms of the Agreement prior to 15 November, 1994.
- (ii) This agreement satisfies all previous claims made against the company by the Union.
- (iii) It is agreed that there will be no further claims for alteration or any further money increases, including the National Wage, State Wage or award movements prior to 15 November, 1994.
- (iv) Neither this Agreement nor any part thereof shall be used by the Company or the Union as evidence or example before any Court or Tribunal in respect of proceedings by or against any other employer or Union.

CLAUSE 36 : CONSULTATIVE COMMITTEE

The consultative committee would continue during the life of the Agreement and will deal with issues such as:

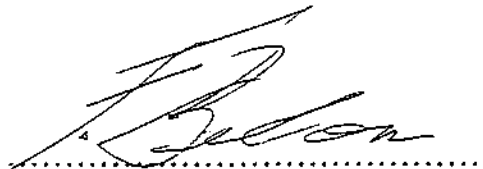
- * training and access to training and issues regarding training, competence and certification.
- * agreed measures of productivity.

- * discussions on amending standards (targets) if necessary and determine the best method to be implemented to achieve those targets.
- * discussions on agreed mechanism to enable future wage increases in return for productivity and efficiency after the period of this agreement.

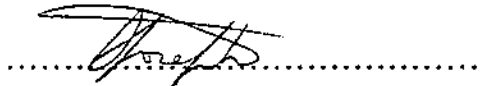
CLAUSE 37 : AREA, INCIDENCE AND DURATION

- (i) This agreement applies to all storeworkers covered by Clause 6, CLASSIFICATION STRUCTURE, hereof, other than salaried or staff employees, employed to work at the Companys freezer/dairy distribution centre located at Newington Road, Silverwater, NSW.
- (ii) The parties accept that this agreement has been reached without duress.
- (iii) The agreement is for a period of twelve months after the signing thereof by both parties and maybe re-opened for re-negotiation eleven months after the date of signing.
- (iv) To the extent of any inconsistency between this agreement and previous agreements this agreement shall prevail.
- (v) Pursuant to Section 124 of the Industrial Relations Act, 1991, this Agreement continues in force until varied, rescinded or terminated.

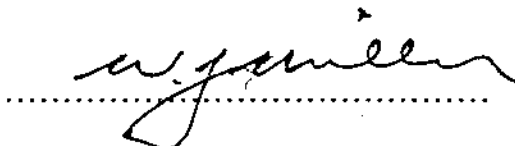
Signed for and on behalf of
The National Union of
Workers NSW Branch



Witness:



Signed for and on behalf of
Davids Distribution Pty Limited



Witness:

