

ENTERPRISE AGREEMENT

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SUSSAN CORPORATION/SDA  
LIDCOME WAREHOUSE AGREEMENT

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1 **Parties**

This agreement is made and entered into by and between:

- 1.1 Sussan Corporation (Aust) Pty Ltd of 24-40 Rosslyn Street West Melbourne Vic 3003 ("Sussan"); and
- 1.2 The Shop Distributive and Allied Employees Association, New South Wales Branch of Level 4, 8 Quay Street, Sydney, N.S.W. 2000 ("SDA") for and on behalf of all SDA members employed by Sussan at its Lidcome warehouse.

2 **Application**

- 2.1 This agreement shall apply to all warehouse workers employed by Sussan at its warehouse in Lidcome New South Wales.
- 2.2 "Warehouse worker" means a person engaged in the handling, sorting, packing, storage or delivery of goods paid by the week and excludes persons primarily employed as clerical or administrative staff.

3 **Duration**

This agreement shall operate for a period of two (2) years from the date of its registration.

4 **No duress**

This agreement has been reached through the processes of negotiation and consultation between Sussan, the SDA, union delegates and union members without duress.

**5 Other agreements/awards**

5.1 This agreement replaces and excludes the provisions of any agreement, award or order of the Industrial Relations Commission of New South Wales which applies or purports to apply to Sussan's warehouse workers.

5.2 Without limiting the generality of sub-clause 5.1 above, the following agreements and awards are expressly excluded from applying to Sussans warehouse workers:

5.2.1 the Glebe agreement of 23 December 1982;

5.2.2 Warehouse Workers - General (State) Award;

5.2.3 Shop Employees (State) Award (New South Wales).

5.3 Any work practice or custom operating in the Lidcome warehouse which does not form part of this agreement shall be of no force and effect.

**6 General Principles**

6.1 The parties recognise that the Lidcome warehouse is an integral part of Sussan's retail business. Consequently, terms and conditions of employment and work practices should reflect the needs of and be specific to Sussan's retail business.

6.2 The parties recognise and acknowledge that the economic and general welfare of warehouse workers and the viability of the warehouse will best be secured through a commitment to co-operation and consultation whenever possible.

6.3 The parties declare their commitment to:

6.3.1 the common objectives of industrial peace and stability;

- 6.3.2 fairness and justice for warehouse workers at the workplace and in connection with their employment;
- 6.3.3 the maintenance of acceptable standards of work and behaviour;
- 6.3.4 the growth and viability of Sussan's retail business;
- 6.3.5 health and safety in the workplace;
- 6.3.6 uphold the principles of equal opportunity for all warehouse workers.
- 6.3.7 maintaining the current levels of full time employment in the warehouse subject to exceptional events not occurring (if an exceptional event occurs Sussan will consult with the SDA).

## 7 Spread of Hours

- 7.1 The ordinary hours of work shall be 6am - 6pm Monday to Friday.
- 7.2 An afternoon shift ending at 9pm may be worked as part of ordinary hours provided that:
  - 7.2.1 a 15% loading shall be paid for all hours worked as part of the afternoon shift; and
  - 7.2.2 the afternoon shift shall be for a minimum of 4 hours.

## 8 Hours of Work

- 8.1 The ordinary working hours for permanent warehouse workers shall be 72 hours per fortnight to be worked on any 5 week days Monday to Friday.
- 8.2 Permanent warehouse workers (full time or part time) may work up to two (2) 10 hour shifts in any 72 hour period on notice given not later than 3.30pm the preceding day provided that:
  - 8.2.1 a warehouse worker who works one or two 10 hour shifts which results in that warehouse worker working in excess of

72 hours per fortnight, shall take time off in lieu of the additional hours worked;

8.2.2 Sussan may direct a warehouse worker who works such additional hours to take time off in lieu of such additional hours if the time off is given within the 72 hour cycle in which the additional hours are worked;

8.2.3 a warehouse worker who works such additional hours and who is not directed to take time off during the 72 hour cycle in which the additional hours were worked, may take the time off at his/her convenience.

## 9 Full time Warehouse Workers

9.1 The full-time warehouse worker shall be engaged by the week.

9.2 The initial employment of full time warehouse workers shall be on a 3 month probationary period.

9.3 Full time warehouse workers shall be entitled to 2 roster days off (RDO's) per month to be taken as follows:

9.3.1 no more than twelve (12) days per annum may be taken on a Monday or Friday;

9.3.2 the remaining twelve (12) days shall be determined by the warehouse manager 3 months in advance who shall then advise the warehouse worker concerned.

9.4 Warehouse workers may only swap RDO's by mutual agreement with the warehouse manager.



- 9.5 The warehouse manager may only change designated RDO's by mutual agreement with the warehouse worker concerned.
- 9.6 Drivers RDO's shall be taken by mutual agreement with the warehouse manager provided that there shall not be less than 3 drivers present in the warehouse on any one day. "Driver" shall include relief driver.

10 **Part time Warehouse Workers**

- 10.1 Part time warehouse workers shall be engaged by the week for a minimum of 32 hours work in any 72 hour cycle.
- 10.2 Part time warehouse workers shall be engaged for a minimum period of four (4) hours per day.
- 10.3 Part time rosters shall be set monthly but may be changed during the month on 7 days notice to the warehouse worker concerned.
- 10.4 The hours for which a part-time warehouse worker has been rostered to work on any particular day may be increased by mutual agreement provided that the request to work additional hours is made by 3.30pm the preceding day.
- 10.5 A part-time worker may by mutual agreement work additional shifts to his/her rostered shifts provided that the request to work an additional shift is made no later than 3.30pm on the preceding day. Work in excess of 8 hours on any shift shall be paid at overtime rates. This provision is not intended to negate overtime which would otherwise have been worked.
- 10.6 A part-time warehouse worker may work additional hours to his/her rostered hours without the payment of overtime provided that:

- 10.6.1 he/she agrees to work the additional hours offered;
- 10.6.2 the total hours worked on the day in question do not exceed 8 hours; and
- 10.6.3 the total hours worked during the 72 hour cycle have not exceeded 72 hours.

## 11 **Casual Warehouse Workers**

- 11.1 The engagement of a casual warehouse worker shall commence at the start of each shift for which the casual is employed and shall terminate at the end of that shift.
- 11.2 Casual warehouse workers shall be paid a loading of 15% for all hours worked.
- 11.3 Where a casual warehouse worker's shift ends between 6pm and 9pm, the casual warehouse worker shall be paid an additional loading of 15% for all hours worked as part of that shift;
- 11.4 Casual warehouse workers shall be engaged for a minimum of four (4) hours per shift.
- 11.5 Casual warehouse workers working on Saturdays shall be paid normal rates for the first 4 hours and overtime thereafter. This provision shall be limited to 2 Saturdays per annum. Casuals working on any additional Saturdays shall be paid at overtime rates for all hours worked on those days.

12 **Wage Rates**

- 12.1 The weekly rate of full-time warehouse workers for work performed during ordinary hours shall be \$431.90 per week. This wage rate shall be effective from the date of registration of this agreement but shall operate retrospectively to the week commencing 31 May 1993.
- 12.2 The weekly wage rate in 12.1 above shall be increased after 12 months by \$12.50 per week or the increase in the CPI for that period, whichever is the greater. This wage increase shall be effective from the first week in the 13th month following the registration of this agreement.
- 12.3 Any increases in applicable award rates of pay as a result of any decision, determination or order of either the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales shall, to the extent that the wage rate in 12.1 and 12.2 exceeds the applicable award rate of pay, first be absorbed to the full extent of the over award payment before the wage rate in either 12.1 or 12.2 is increased.
- 12.4 Part time warehouse workers shall be paid an hourly rate equal to 1/36 of the full time weekly wage rate calculated to the nearest cent.
- 12.5 Casual employees shall be paid an hourly rate equal to:
- 12.5.1 the full time weekly wage rate divided by thirty-six (36) plus 15%; plus
- 12.5.2 one-twelfth (1/12) of the full time weekly wage inclusive of the 15% loading rate divided by thirty-six
- calculated to the nearest cent.

12.6 The formula for calculating the hourly rate of pay for casuals shall be expressed as follows:-

**a + b + c**

**Where a =  $\frac{\text{full time weekly wage}}{36}$**

**b =  $\frac{\text{full time weekly wage}}{36} \times \frac{15}{100}$**

**c =  $\frac{1}{12} \times \frac{(a + b)}{1}$**

### 13 Allowances

13.1 The following allowances shall be the only allowances recognised by Sussan:

13.1.1 **Evening Meal Allowance** A meal allowance of \$7.20 shall be paid to any warehouse worker who works after 6.30pm.

13.1.2 **First Aid Allowance** A first aid allowance of \$9.30 per week shall be paid to a person who is designated as a first aid officer by the warehouse manager and who has undergone the required first aid training.

13.1.3 **Forklift Driver Allowance** An allowance of \$12.50 per week shall be paid to a person designated as a forklift driver by the warehouse manager who regularly drives a forklift

and who has the necessary permit or learners ticket.

**13.1.4 Drivers Allowance**

Drivers shall be paid an allowance of \$20.00 per week in recognition of rostering flexibility.

**13.1.5 Staff Discounts**

Each warehouse worker shall be entitled to a discount on their purchase in terms of Sussan's staff discount policy as it exists from time to time.

13.2 The parties record that it is their intention to review the allowances referred to in 13.1.1 to 13.1.4 when this agreement is re-negotiated in two (2) years time.

**14 Overtime**

14.1 Except as provided for in sub-clauses 8.2 and 11.5, all time worked outside the ordinary hours of work or in excess of 72 hours in any 2 week period shall be regarded as overtime. This provision shall not apply where a warehouse worker, by agreement with the warehouse manager, banks RDO(s) and works 80 hours in a two-week cycle. In such a case the warehouse worker shall be paid his/her normal weekly wage.

14.2 Payment of overtime shall be calculated on the basis of time and a half for the first 2 hours and double time thereafter.

14.3 Part time warehouse workers shall only be entitled to payment of overtime for:

14.3.1 work in excess of 8 hours per day except where such work is performed in accordance with sub-clauses 8.2 of this agreement; or

14.3.2 work in excess of 36 hours per week.

**15 Meal and Tea Breaks**

15.1 Each full time warehouse worker shall be entitled to a daily meal break of 30 minutes to be taken between 12.00pm and 2.30pm as determined by the warehouse manager.

15.2 An warehouse worker may by agreement with the warehouse manager take his/her meal break at some other mutually convenient time.

15.3 Each full time warehouse worker shall be allowed one morning tea break and one afternoon tea break of 10 minutes each at a time indicated by the warehouse manager.

15.4 Part time and casual warehouse workers working in excess of four (4) hours shall be entitled to a paid tea break.

15.5 Part time and casual warehouse workers working less than five (5) hours shall be entitled to a ten (10) minute tea break.

**16 Annual Leave**

16.1 Permanent warehouse workers covered by this Agreement shall be entitled to 20 days annual leave on full pay.

16.2 A warehouse worker shall take his/her annual leave by agreement with the warehouse manager.

- 16.3 The rate of pay applicable to full-time warehouse workers taking annual leave shall be calculated in accordance with the weekly wage rate for ordinary hours worked as at the date on which the annual leave accrued. The warehouse worker shall only be paid for the actual days on which annual leave is taken.
- 16.4 The rate of pay for annual leave for part time warehouse workers shall be based on the average of ordinary hours worked by that part time warehouse worker per week in the 12 month period immediately prior to the taking of leave.
- 16.5 Annual leave shall become due after 12 months continuous service.
- 16.6 A warehouse worker shall take his/her annual leave within 6 months after it has become due failing which the warehouse manager shall be entitled to direct a warehouse worker to take leave.
- 16.7 A warehouse worker make take leave before it becomes due by agreement with the warehouse manager.
- 16.8 Upon termination of employment for any reason other than misconduct, a warehouse worker shall receive payment in lieu of untaken annual leave for each completed year of service.

17 **Leave Loading**

- 17.1 A warehouse worker who takes annual leave in accordance with Clause 15 above shall be entitled to a loading in addition to his/her holiday pay.
- 17.2 The loading shall be equal to seventeen and one half percent (17½%) of the amount of holiday pay received by the warehouse worker in terms of sub-clause 16.3 above.

- 17.3 The loading shall be calculated and paid in respect of each and every period of annual leave whether taken at once or in separate periods.
- 17.4 No loading shall be paid where a warehouse worker takes annual leave wholly or partly in advance. However, a warehouse worker who takes leave in advance shall be paid the loading for the period of leave taken on the date on which he/she would have become entitled to the leave.
- 17.5 A warehouse worker who has accrued but who has not taken annual leave, shall be entitled to be paid the leave loading for the period of such accrued leave on termination of employment. However, where employment is terminated for misconduct the warehouse worker concerned shall not be entitled to any loading in respect of accrued annual leave.

**18 Sick Leave**

- 18.1 Permanent warehouse workers shall, subject to the production of a satisfactory medical certificate be entitled to 2 weeks sick leave each calendar year on full pay.
- 18.2 Part time warehouse workers sick leave pay shall be based on the average of ordinary hours worked in the year in which the sick leave is taken.
- 18.3 Unused sick leave shall accumulate from year to year and may be taken subject to 18.1 above.
- 18.4 Payment for any absence on sick leave during the first 3 months of employment of a warehouse worker may be withheld by Sussan until the warehouse worker completes the 3 month period.



18.5 A warehouse worker shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to payment of warehouse workers compensation.

18.6 A warehouse worker shall not be entitled to be paid for unused sick leave on termination of employment.

19 **Compassionate Leave**

19.1 Permanent warehouse workers shall be entitled to three (3) days paid leave in the event of the death of a member of the warehouse worker's immediate family.

19.2 For the purposes of this Agreement "immediate family" shall not include a partner from whom the warehouse worker is separated, but shall include a de facto partner.

19.3 Sussan may require the warehouse worker to produce proof of death.

19.4 This clause shall not apply if the entitlement to compassionate leave arises during any other leave period.

19.5 A warehouse worker may be granted additional unpaid compassionate leave where special circumstances exist. In determining whether additional unpaid leave should be granted and the period of such leave the warehouse manager shall have regard to the circumstances of the warehouse worker in question and the operational requirements of the Warehouse.

20 **Jury Service**

20.1 A warehouse worker shall be allowed special leave when required for jury service.

- 20.2 A warehouse worker who accepts jury service shall notify the warehouse manager as soon as is reasonably practicable.
- 20.3 During such special leave the warehouse worker shall be paid the difference between the jury service fees received and the wages the warehouse worker would have received had he/she worked in the Warehouse during that period.
- 20.4 The warehouse worker shall also provide Sussan with proof of jury service fees received.

## 21 Public Holidays

- 21.1 The following days shall be holidays:
- 21.1.1 New Years Day,
  - 21.1.2 Australia Day,
  - 21.1.3 Good Friday,
  - 21.1.4 Easter Saturday,
  - 21.1.5 Easter Monday,
  - 21.1.6 Anzac Day,
  - 21.1.7 Queens Birthday,
  - 21.1.8 Labour Day,
  - 21.1.9 Christmas Day,
  - 21.1.10 Boxing Day.
- 21.2 Any day proclaimed as a holiday for the State for a special purpose, whether or not the day is observed throughout the State on different days, shall also be a holiday.
- 21.3 Work performed on a holiday shall be paid at a rate of two and a half times the ordinary rate of pay with a minimum payment for 4 hours.

22 **Payment of Wages**

- 22.1 Wages shall be calculated and paid on the basis of a week commencing Saturday and ending Friday.
- 22.2 The wages earned by a warehouse worker in any week shall be paid by Electronic Funds Transfer on the Tuesday following the week in which the wages were earned ("the weekly payment").
- 22.3 Overtime worked in any week shall be included in the weekly payment.
- 22.4 Each warehouse worker shall nominate a bank account into which his/her wages shall be paid and shall provide Sussan with the necessary details and authority so as to enable Sussan to pay the warehouse worker's wages by Electronic Funds Transfer.
- 22.5 On pay day warehouse workers shall be supplied with a written statement setting out details of the amount of wages earned, deductions made and the nett amount paid.

23 **Long Service Leave**

To be taken in accordance with the provisions of the Long Service Leave Act 1955.

24 **Classifications and Training**

- 24.1 The parties recognise that a career path exists from warehouse worker to supervisor to assistant manager.
- 24.2 Each worker covered by this agreement shall be classified as a 'warehouse worker'.

24.3 Sussan will convene a warehouse training committee to assess the need for additional training and cross training; to develop programs and modules where required and to examine the possibility of job rotation where appropriate. The warehouse training committee shall comprise of an equal number of management and warehouse worker members.

**25 Junior Rates**

25.1 Junior warehouse workers shall receive the following percentages of the adult rate prescribed in sub-clauses 12.1 and 12.2:

At 16 years of age and under	- 60%
At 17 years of age	- 65%
At 18 years of age	- 75%
At 19 years of age	- 85%
At 20 years of age	- 100%

25.2 Junior warehouse workers entering the Warehouse between the ages of 17 years and 20 years without previous experience may be paid:

25.2.1 15% less than the rate specified in sub-clause 25.1 for the first six (6) months of employment; and

25.2.2 10% less than the rate specified in sub-clause 25.1 for the next six (6) months of employment.

**26 Superannuation**

26.1 Sussan agrees to contribute to the Retail Workers Superannuation Trust ("REST") in respect of each Warehouse worker in accordance with Sussan's obligations under the Superannuation Guarantee (Administration) Act 1992 and any regulations made pursuant thereto.

- 26.2 Where a warehouse worker is absent on leave without pay Sussan shall not be required to make contributions to REST in respect of that warehouse worker during the whole of the period of unpaid leave.
- 26.3 Warehouse workers may make contributions additional to those paid by Sussan in terms of sub-clause 26.1 and may authorise Sussan to pay to REST a specific amount deducted from the warehouse worker's weekly wage.

## 27 **Maternity Leave**

- 27.1 Maternity leave is unpaid leave.
- 27.2 For the purpose of this sub-clause:
- 27.2.1 **"Warehouse Worker"** includes a part-time warehouse worker but does not include a warehouse worker engaged as a casual.
  - 27.2.2 **"Paternity leave"** means leave of the type provided for in Clause 28.
  - 27.2.3 **"Child"** means a child of the warehouse worker under the age of one year.
  - 27.2.4 **"Spouse"** includes a de facto or a former spouse.
  - 27.2.5 **"Continuous service"** means service under an unbroken contract of employment and includes:
    - (i) any period of leave taken in accordance with this clause,

- (ii) any period of part-time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by Sussan.

27.3 A warehouse worker who becomes pregnant, upon production of the certificate required by sub-clause 27.6 hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by a period of paternity leave taken by the warehouse worker's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

27.4 Subject to sub-clauses 27.8, 27.9 and 27.13 to 27.17, hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

27.5 The warehouse worker must have had at least 12 months continuous service in the warehouse immediately preceding the date upon which she proceeds upon such leave.

27.6 At the time specified in sub-clause 27.7 the warehouse worker must produce to the warehouse manager;

27.6.1 a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

27.6.2 a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 27.7      27.7.1      A warehouse worker shall, not less than ten (10) weeks prior to the presumed date of confinement, produce to the warehouse manager the certificate referred to in sub-clause 27.6.1.
- 27.7.2      A warehouse worker shall give the warehouse manager not less than four (4) weeks notice in writing of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce the statutory declaration referred to in sub-sub-clause 27.6.2.
- 27.7.3      Sussan may require a warehouse worker on 14 days written notice to commence maternity leave at any time within the six (6) weeks immediately prior to her presumed date of confinement.
- 27.7.4      A warehouse worker shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with sub-clause 27.7.2 hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
- 27.8      Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the warehouse worker make it inadvisable for the warehouse worker to continue at her present work, the warehouse worker shall, if Sussan deems it practicable, be transferred to a safe job at the rate at which she was paid immediately prior to such transfer.
- 27.9      If the transfer to a safe job is not practicable, Sussan may require the warehouse worker to take such leave or such period as is certified necessary by the registered medical practitioner. Such leave shall be

treated as maternity leave for the purposes of sub-clauses 27.18 to 27.23 inclusive.

27.10 Provided the maximum period of maternity leave does not exceed the period to which the warehouse worker is entitled under sub-clause 27.3 hereof:

27.10.1 the period of maternity leave may be lengthened once only by the warehouse worker giving not less than fourteen (14) days notice in writing stating the period by which the leave is to be lengthened;

27.10.2 the period may be further lengthened by agreement between the employer and the warehouse worker;

27.11 The period of maternity leave may, with the consent of the employer, be shortened by the warehouse worker giving not less than fourteen (14) days notice in writing stating the period by which the leave is to be shortened.

27.12 Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a warehouse worker terminates other than by the birth of a living child.

27.13 Where the pregnancy of a warehouse worker then on maternity leave terminates other than by the birth of a living child, it shall be the right of the warehouse worker to resume work at a time nominated by the employer which shall not exceed four (4) weeks from the date of notice in writing by the warehouse worker to the employer that she desires to resume work.



- 27.14 Where the pregnancy of a warehouse worker not then on maternity leave terminates after twenty-eight (28) weeks other than by the birth of a living child then:
- 27.14.1 she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work;  
or
  - 27.14.2 for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- 27.15 Where a warehouse worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave shall not exceed the period to which the warehouse worker is entitled under sub-clause 27.3 hereof.
- 27.16 For the purposes of sub-clauses 27.18 to 27.11 inclusive hereof, maternity leave shall include special maternity leave.
- 27.17 A warehouse worker returning to work after the completion of a period of leave taken pursuant to this sub-clause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a warehouse worker who was transferred to a safe job pursuant to sub-clause 27.8 hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the warehouse worker is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

- 27.18 Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the warehouse worker is entitled under sub-clause 27.3 hereof, a warehouse worker may, in lieu of or in conjunction with maternity leave, taken any annual leave or long service leave or any part thereof to which she is entitled.
- 27.19 Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to a warehouse worker during her absence on maternity leave.
- 27.20 Subject to this sub-clause, notwithstanding any other provision to the contrary, absence on maternity leave shall not break the continuity of service of a warehouse worker but shall not be taken into account in calculating the period of service for any purpose of this agreement.
- 27.21 27.21.1 A warehouse worker on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this agreement.
- 27.21.2 An employer shall not terminate the employment of a warehouse worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- 27.22 A warehouse worker shall confirm her intention of returning to work by notice in writing to the employer giving not less than four (4) weeks prior to the expiration of her period of maternity leave.

27.23 A warehouse worker, upon returning to work after maternity leave or the expiration of the notice required by sub-clause 27.22 hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a warehouse worker who was transferred to a safe job pursuant to sub-clause 27.8 hereof, to the position which she held immediately before such transfer or in relation to a warehouse worker who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the warehouse worker is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

27.24 27.24.1 A replacement warehouse worker is a warehouse worker specifically engaged as a result of a warehouse worker proceeding on maternity leave.

27.24.2 Before an employer engages a replacement warehouse worker the employer shall inform that person of the temporary nature of the employment and of the rights of the warehouse worker who is being replaced.

27.24.3 Before an employer engages a person to replace a warehouse worker temporarily promoted or transferred in order to replace a warehouse worker exercising her rights under this sub-clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the warehouse worker who is being replaced.

27.24.4 Nothing in this sub-clause shall be construed as requiring an employer to engage a replacement warehouse worker.

28 **Paternity Leave**

28.1 Paternity leave is unpaid leave.

28.2 For the purposes of this sub-clause:

28.2.1 **"Warehouse Worker"** includes a part-time warehouse worker but does not include a warehouse worker engaged upon casual or seasonal work.

28.2.2 **"Maternity leave"** means leave of the type provided for in Clause 27 (and includes special maternity leave).

28.2.3 **"Child"** means a child of the warehouse worker or the warehouse worker's spouse under the age of one year.

28.2.4 **"Spouse"** includes a de facto or a former spouse.

28.2.5 **"Primary care-giver"** means a person who assumes the principal role of providing care and attention to a child.

28.2.6 **"Continuous service"** means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause,

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by an employer or by the award.

28.3 A male warehouse worker, upon production to his employer of the certificate required by sub-clause 28.5, shall be entitled to one or two

periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- 28.3.1 an unbroken period of up to one week at the time of confinement of his spouse;
  - 28.3.2 a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the warehouse worker's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.
- 28.4 The warehouse worker must have had at least 12 months continuous service in the warehouse immediately preceding the date upon which he proceeds upon either period of leave.
- 28.5 At the time specified in sub-clause 28.6 the warehouse worker must produce to the warehouse manager:
- 28.5.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expect date of confinement or states the date on which the birth took place;
  - 28.5.2 in relation to any period to be taken under sub-clause 28.3.2 hereof, a statutory declaration stating:
    - (i) he will take that prior of paternity leave to come the primary care-giver of a child;
    - (ii) particulars of any period of maternity leave sought or taken by his spouse; and

- (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

28.6      28.6.1      The warehouse worker shall, not less than ten (10) weeks prior to each proposed period of leave, give Sussan notice in writing stating the dates on which he proposes to start and finish, the period or periods of leave and produce the certificate and statutory declaration required in sub-clause (4) hereof.

28.6.2      The warehouse worker shall not be in breach of this sub-clause as a consequence of failure to give the notice required in sub-clause 28.6.1 hereof if such failure is due to:

- (i)          the birth occurring earlier than the expected date;  
or
- (ii)         the death of the mother of the child; or
- (iii)        other compelling circumstances.

28.6.3      The warehouse worker shall immediately notify Sussan of any change in the information provided pursuant to sub-clause 28.5 hereof.

28.7      Provided the maximum period of paternity leave does not exceed the period to which the warehouse worker is entitled under sub-clause 28.3 hereof:

28.7.1      the period of paternity leave provided by sub-clause 28.3.2 may be lengthened once only by the warehouse worker giving no less than fourteen (14) days notice in writing stating the period by which the leave is to be lengthened;

- 28.7.2 the period may be further lengthened by agreement between Sussan and the warehouse worker.
- 28.8 The period of paternity leave taken under sub-clause 28.3.1 hereof may, with the consent of Sussan, be shortened by the warehouse worker giving not less than fourteen (14) days notice in writing stating the period by which the leave is to be shortened.
- 28.9 Paternity leave, applied for under sub-clause 28.3.1 hereof but not commenced, shall be cancelled when the pregnancy of the warehouse worker's spouse terminates other than by the birth of a living child.
- 28.10 Provided the aggregate of any leave, including leave taken under this sub-clause, does not exceed the period to which the warehouse worker is entitled under sub-clause 28.3 hereof, a warehouse worker may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- 28.11 Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to a warehouse worker during his absence on paternity leave.
- 28.12 Subject to this sub-clause, notwithstanding any other provision in this agreement to the contrary, absence on paternity leave shall not break the continuity of service of a warehouse worker but shall not be taken into account in calculating the period of service for any purpose of this agreement.
- 28.13 28.13.1 A warehouse worker on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this agreement.

- 28.13.2 Sussan shall not terminate the employment of a warehouse worker on the ground of his absence on paternity leave, but otherwise Sussan's rights in relation to termination of employment are not hereby affected.
- 28.14 A warehouse worker shall confirm his/her intention to returning to work by notice in writing to the warehouse manager given not less than four (4) weeks prior to the expiration of the period of paternity leave provided by sub-clause 28.3.1 hereof.
- 28.15 28.15.1 A warehouse worker, upon returning to work after paternity leave or the expiration of the notice required by sub-clause 28.14 hereof, shall be entitled to the position which he/she held immediately before proceeding on paternity leave, or in relation to a warehouse worker who has worked part-time under this clause to the position he/she held immediately before commencing such part-time work.
- 28.15.2 Where such position no longer exists but there are other positions available which the warehouse worker is qualified for and is capable of performing, he/she shall be entitled to a position as nearly comparable in status and pay to that of his/her former position.
- 28.16 28.16.1 A replacement warehouse worker is a warehouse worker specifically engaged as result of a warehouse worker proceeding on paternity leave.
- 28.16.2 Before Sussan engages a replacement warehouse worker, Sussan shall inform that person of the temporary nature of the employment and of the rights of the warehouse worker who is being replaced.



28.16.3 Nothing in this sub-clause shall be construed as requiring Sussan to engage a replacement warehouse worker.

**29 Freedom of Association**

29.1 Sussan and the SDA honour the principle of freedom of association and also acknowledge the right of every warehouse worker at his/her sole and free discretion to join the SDA.

29.2 Sussan shall not victimise any warehouse worker on the grounds that he/she is a member of the SDA.

**30 Union Recognition**

30.1 Sussan recognises the SDA as the sole collective bargaining representative of the warehouse workers subject to the terms of this agreement provided that the SDA shall have and maintain a membership of no less than 60% of the warehouse workers.

30.2 For the purposes of this clause, "warehouse worker" shall mean full-time, part-time and casual warehouse workers.

30.3 Sussan shall be entitled to deal with any other minority Trade Union in respect of any matter affecting such union's members, provided that Sussan shall not enter into collective bargaining with any minority union.

**31 Access**

31.1 Sussan shall grant SDA officials access to its warehouse for the purposes of conducting union business provided that such access shall be arranged at least 24 hours in advance with the warehouse manager. In arranging

access the SDA official shall provide the warehouse manager with reasonable details as to the purpose for which access is required.

31.2 Sussan may withdraw its permission for the access if:

31.2.1 it appears that the purpose of the visit is different to the purpose given to the warehouse manager in arranging access;  
or

31.2.2 the union official behaves in an offensive manner or creates disaffection amongst the warehouse workers; or

31.2.3 the union official encourages or directs the warehouse workers to breach the provisions of this agreement and/or their contracts of employment.

31.3 The SDA shall be entitled to hold 3 paid meetings of up to 30 minutes each per annum by agreement with the warehouse manager. These meetings shall be subject to the provisions of 31.2.2 and 31.2.3 above.

## 32 Union delegates

32.1 A union delegate shall honour the SDA's obligations in terms of this agreement.

32.2 Sussan agrees to recognise the right of union delegates to represent the SDA and its members as well as other warehouse workers in the warehouse.

32.3 Union delegates shall be entitled to:

32.3.1 leave their place of work during working hours to perform delegate duties in terms of this agreement;

- 32.3.2 investigate grievances of warehouse workers;
  - 32.3.3 consult with the warehouse management on matters affecting the interests of warehouse workers.
  - 32.3.4 hold report back meetings with warehouse workers during their own time (ie. during lunch/tea breaks and before/after normal shift times) or by agreement with the warehouse management during working hours if special circumstances exist.
  - 32.3.5 be paid their normal hourly rates for time spent during ordinary working hours in the performance of their duties as union delegates.
- 32.4 Prior to leaving their places of work to perform any duty set out in 32.3 above, a union delegate shall first notify his/her supervisor or the warehouse manager.

### 33 Consultative Committee

- 33.1 The parties agree to establish a consultative committee which shall meet monthly on a scheduled date at the warehouse during working hours unless otherwise agreed.
- 33.2 The consultative committee shall consist of an equal number of Sussan and warehouse worker representatives but shall not exceed 3 on each side. Each member of the consultative committee shall have a turn to chair meetings.
- 33.3 The consultative committee's function shall include, but shall not be limited to:

- 33.3.1 monitoring the implementation of this agreement;
  - 33.3.2 considering topics and issues for inclusion in future agreements;
  - 33.3.3 discussing any matter affecting the warehouse and its warehouse workers.
- 33.4 The consultative committee shall not be a forum for negotiations.
- 33.5 A Sussan representative shall be responsible for circulating an agenda to each member of the consultative committee at least five (5) days prior to any meeting. Any member of the consultative committee may request a matter to be put on the agenda by notifying the Sussan representative in writing no later than seven (7) days before the meeting.
- 33.6 Where appropriate points discussed will be documented and circulated to all members of the consultative committee within fourteen (14) days of such meetings.
- 33.7 Agreements, proposal or positions reached by the consultative committee shall be subject to endorsement by Sussan, the SDA and the warehouse workers.
- 33.8 The parties shall use their best endeavours to resolve issues in good faith between them. If, however, a matter has not been resolved after at least three (3) consultative committee meetings, either party shall be entitled to refer the matter to the negotiating committee in the terms of Clause 34.

#### 34 **Negotiations**

- 34.1 The parties agree that negotiation will be the principal method to:

- 34.1.1 effect any changes to the issues contained in this and any other agreements reached between the Parties; and
- 34.1.2 resolve any disputes which may arise between the Parties from time to time.
- 34.2 The Parties agree that negotiations shall include only those issues which specifically relate to the employment of warehouse workers at the Lidcome warehouse.
- 34.3 The negotiating committee shall consist of not more than:
  - 34.3.1 six (6) SDA representatives of whom three (3) shall be Lidcome delegates.
  - 34.3.2 six (6) Sussan representatives.
- 34.4 The purpose of the negotiating committee shall be to negotiate and to endeavour to reach agreement on:
  - 34.4.1 amendments to this Agreement;
  - 34.4.2 any other procedural agreement;
  - 34.4.3 disputes;
  - 34.4.4 wages, working conditions and conditions of employment; and
  - 34.4.5 other matters of mutual interest.
- 34.5 The Parties agree that any agreement entered into between them shall be:

34.5.1 reduced to writing;

34.5.2 signed by duly authorised representatives of the Parties; and

34.5.3 registered and/or processed as an enterprise agreement under the Industrial Relations Act 1992 (NSW).

34.6 The Parties agree that, subject to the period of any signed agreement, a Party wishing to initiate negotiations shall furnish written proposals and a proposed agenda to the other party at least twenty (20) working days before such negotiation should commence. This time period may only be waived by mutual consent.

34.7 Negotiations on wages and other substantive issues shall commence no earlier than three (3) months before the expiry of this Agreement.

34.8 In negotiations the Parties shall meet as often as they agree is necessary and shall use their best endeavours to resolve issues by negotiation in good faith between them.

34.9 If, however, a matter has not been resolved after a minimum of three (3) meetings, either Party shall be entitled to use the disputes procedure unless both Parties agree that deadlock has not been reached.

## 35 **Grievance Procedure**

All grievances arising between Sussan and any warehouse worker shall be dealt with in accordance with Schedule A.

## 36 **Dispute Procedure**

36.1 A dispute may be declared by either Party after a deadlock has been reached arising out of the procedures provided for in this agreement.

- 36.2 Either Party may declare a dispute by setting out in writing the nature and details of the dispute and the proposed terms of settlement.
- 36.3 Once a dispute has been declared, the negotiating committee referred to in Clause 34 shall meet within five (5) working days of the notice of dispute being served on a Party. The purpose of the meeting shall be to attempt to resolve the dispute or to attempt to agree on how the dispute is to be processed.
- 36.4 In all disputes, the Parties shall meet as often as they agree to be necessary and they shall use their best endeavours to resolve the dispute by negotiating in good faith.
- 36.5 At any stage of the dispute the parties may refer the dispute to mediation. The parties may also consider other alternatives in attempting to resolve the dispute, including private arbitration.
- 36.6 If the Parties have not resolved the dispute or have not agreed on a method of resolving the dispute within ten (10) working days of the meeting held in terms of Clause 36.3 or such longer period as the Parties may have agreed, then the dispute shall, subject to sub-clause 36.9 below) be referred to mediation and shall be dealt with in accordance with the provisions of Clause 37.
- 36.7 If at any stage in a dispute, the Parties are unable to agree on a mediator, then the Director or Head of the Australian Employment Mediation Service ("AEMS") shall be requested to appoint an available mediator as a matter of urgency.
- 36.8 If the Parties are unable to resolve the dispute in mediation then, subject to sub-clause 36.9, the dispute shall then be referred to the Industrial Relations Commission of New South Wales.

36.9 Where a dispute relates to:

36.9.1 the interpretation and application of this agreement; or

36.9.2 the fairness of a dismissal or a payment made in connection with the termination of employment of a warehouse worker

then the dispute shall be referred to private arbitration in accordance with the provisions of Clause 38. Nothing in this clause shall prevent an individual employee referring a grievance to the Industrial Relations Commission.

## 37 Mediation

37.1 Where the parties agree to refer a dispute to mediation the mediation shall be held as soon as is practicable after the appointment of the mediator and shall be conducted at a venue most suitable to the parties.

37.2 The mediator's role shall be to assist the parties to reach a resolution of the dispute by agreement. The mediator must act impartially and must ensure that each party has a clear understanding of each other's case to enable proposals to be formulated for settlement of the dispute.

37.3 It shall not be the mediator's function to impose a solution on the parties and any suggestion made during the course of the mediation by the mediator shall not be binding on a party. The mediator shall not make his/her personal or professional views known to the parties nor shall the mediator give any professional advice to any party.

37.4 Any party to the mediation process may appoint one or more persons including legally qualified persons to represent or assist it in the mediation process.

37.5 Where the mediator receives information from a party which is designated "confidential", the mediator shall not disclose the information



to any other party. The mediator must disclose information which has not been designated as "confidential" if, in the opinion of the mediator, its disclosure is relevant to the settlement of the dispute.

37.6 All confidential information and documents disclosed by a party in attempting to resolve the dispute will be treated as confidential and will not be disclosed to anyone not the party to the dispute save for any adviser to or consultant of a party. This provision shall not effect any party's pre-existing right to use or disclose such confidential information and documentation.

37.7 The mediation process may be terminated at any time by any party by giving notice of termination to the other party and to the mediator.

The mediator shall be entitled to terminate the mediation if, after consultation with the parties, the mediator forms the view that the mediation process is exhausted.

37.8 If it appears to the mediator that proposals made for the settlement of the dispute are acceptable to the parties, the mediator or any party shall prepare a draft agreement embodying the settlement terms and submit it for the consideration of the parties. If, after making such alterations as they think fit, the draft agreement is acceptable to the parties, the parties shall execute the draft agreement.

37.9 The costs of the mediation shall be shared by the parties equally unless they otherwise agree.

## 38 Private Arbitration

38.1 Sussan and the SDA shall use their best endeavours to agree on:

38.1.1 the identity of the arbitrator; and

- 38.1.2 the arbitrator's terms of reference.
- 38.2 If the Parties are unable to agree on an arbitrator within five (5) working days of the referral to arbitration, President of the Industrial Relations Commission of New South Wales shall be requested to nominate a private arbitrator as soon as possible.
- 38.3 The arbitration shall be held at a mutually convenient time and place in consultation with the arbitrator.
- 38.4 No party shall be represented at the hearing by counsel or a solicitor or consultant unless the other party agrees in writing or is similarly represented.
- 38.5 Persons having a direct interest in the arbitration are entitled to attend the hearing. The arbitrator may require a witness to retire from the hearing during the testimony of other witnesses.
- 38.6 The arbitrator may require witnesses to testify under oath or affirmation.
- 38.7 The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit the full presentation of evidence and the arguments of the parties. The arbitrator shall keep a record of the proceedings.
- 38.8 The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party, but the arbitrator shall require the party who is present to submit supporting evidence.
- 38.9 The arbitrator shall be the sole judge of the relevancy materiality and admissibility of the evidence offered.

- 38.10 The arbitrator shall render an award promptly.
- 38.11 The award shall be in writing and signed by the arbitrator. If the arbitrator determines that reasons are required, they shall be in a summary form.
- 38.12 The Parties shall accept as legal delivery of the award the posting of a copy of the award or a facsimile transmission addressed to such party to its last known address.
- 38.13 38.13.1 The expenses relating to the attendance of any witness shall be paid by the party producing such witness.
- 38.13.2 The arbitrator's fee and expenses shall be shared equally by the Parties.
- 38.13.3 Each Party shall pay their own costs.

39 **Industrial Action**

- 39.1 Unless the parties otherwise agree, every grievance or dispute shall be dealt with in accordance with the disputes procedures and grievance procedures provided for in this Agreement.
- 39.2 While a dispute or grievance is being dealt with in terms of this Agreement work shall continue in the warehouse.
- 39.3 The SDA agrees and undertakes:
- 39.3.1 not to direct, encourage or recommend its members employed by Sussan to take industrial action in breach of the provisions of this Agreement;

39.3.2 to use its best endeavours to ensure that the provisions of sub-clauses 39.1 and 39.2 are complied with.

40 **Termination of Employment**

- 40.1 Sussan may terminate the employment of a warehouse worker on one (1) weeks notice.
- 40.2 Sussan may, at its discretion, pay a warehouse worker in lieu of notice.
- 40.3 Employment may also be terminated part by notice and part by payment.
- 40.4 Payment in lieu of notice shall be calculated on the basis of the rate of pay specified in sub-clauses 12.1 and 12.2.
- 40.5 The period of notice in Clause 40.1 shall not apply in the case of a dismissal that justifies instant dismissal.
- 40.6 A warehouse worker shall give Sussan one (1) weeks notice of his/her intention to terminate his/her employment.

41 **Redundancy**

- 41.1 In the event of a warehouse worker's position becoming redundant, the following procedure shall apply:
  - 41.1.1 Sussan will hold discussions with the warehouse worker(s) directly affected and the SDA;
  - 41.1.2 the discussions will take place as soon as is practicable after Sussan has made the decision;

41.1.3 the discussions shall deal with:

41.1.3.1 the reasons for the redundancy;

41.1.3.2 measures to avoid or minimise the terminations;

41.1.3.3 measures to minimise adverse effects on individual warehouse workers;

41.1.3.4 any other issue which may be relevant to the parties or individual warehouse workers.

41.1.4 Prior to the discussions taking place, Sussan shall provide all relevant information in writing to the warehouse workers concerned and the SDA. However, Sussan shall not be required to disclose confidential information which, if disclosed, would or could affect Sussan's interests.

41.2 A warehouse worker who is made redundant shall be given four (4) weeks notice of his/her redundancy or payment in lieu thereof. This notice shall incorporate the notice period referred to in sub-clause 40.1.

41.3 In addition to the notice prescribed in sub-clause 41.2, each warehouse worker who is made redundant shall receive a severance payment calculated as follows:

**Period of continuous service**

**Severance Pay**

Less than one year

NIL

One year and over

3 weeks pay for each completed year of service with a minimum of 4 weeks pay

Provided that no warehouse worker shall receive a severance payment greater than 52 weeks pay. Provided further that a warehouse worker over the age of 45 years shall receive a minimum of 5 weeks pay for 1-2 years service and 7.5 weeks pay for 2-3 years service.

- 41.4 For the purposes of this Agreement, "weeks pay" means the ordinary time rate of pay set out in sub-clauses 12.1 and 12.2.
- 41.5 A warehouse worker may terminate his/her employment during the period of notice. A warehouse worker who does this shall not be entitled to payment in lieu of notice but shall be entitled to severance pay in accordance with sub-clause 41.3 above.
- 41.6 The provisions of sub-clause 41.3 shall not apply to a warehouse worker who is dismissed in terms of the disciplinary procedure during the period of notice.
- 41.7 Sub-clauses 41.2, 41.3, 41.4 and 41.5 shall only apply to full-time and/or part-time warehouse workers and shall not apply to casual warehouse workers.

42 **First Aid Kit**

Sussan shall provide and maintain a first aid kit which shall be under the control of the warehouse manager.

43 **Notice Board**

- 43.1 Sussan will provide and erect a notice board in a prominent position in the warehouse.
- 43.2 A SDA delegate or official shall be entitled to post official union notices signed by the Secretary of the SDA or other union official on the notice board.
- 43.3 In addition, the following items shall also be posted by Sussan on the notice board:

- 43.3.1 Company notices;
- 43.3.2 Minutes of the meetings of the consultative committee;
- 43.3.3 Notices of matters relevant to Warehouse workers; and
- 43.3.4 Any notice posted on the board by a SDA delegate or official which has not been signed may be removed by the warehouse manager.

44 **Lunch Room**

Sussan shall provide Warehouse workers with a suitable lunch room together with:

- 44.1 An adequate table;
- 44.2 Seating;
- 44.3 Sufficient cutlery and crockery; and
- 44.4 Hot water.

45 **Sussan/SDA Picnic Day**

- 45.1 All permanent weekly warehouse workers shall be entitled to an additional holiday without loss of pay in addition to the holidays set out in Clause 21.1 of this agreement.
- 45.2 The holiday shall be known as the Sussan/SDA Picnic Day and shall be held in November each year.
- 45.3 The date for the holding of the Sussan Picnic Day shall be fixed in September/October each year by the consultative committee.
- 45.4 If warehouse employees actually hold a picnic Sussan will contribute \$10.00 per employee to the cost of holding the picnic.

46      **Variation**

Any variation to this agreement shall be:-

46.1      negotiated in accordance with Clause 34;

46.2      in writing; and

46.3      signed by the duly authorised representatives of the parties.

47      **Addresses for Service**

Service of any document shall be deemed to have been effected by delivery or facsimile transmission to the following addresses:

Sussan:    24-40 Rosslyn Street  
              West Melbourne  
              Victoria 3003  
              Fax: (03).254.1254

SDA:      Level 4  
              8 Quay Street  
              Sydney, N.S.W. 2000  
              Fax:



**DATED** at )  
this day of )  
1993 )

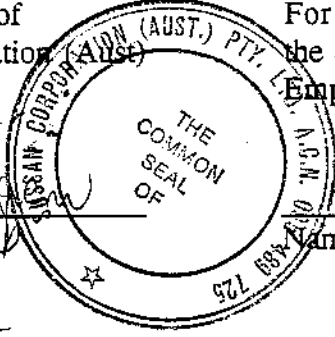
**DATED** at Sydney )  
this 1<sup>st</sup> day of Nov. )  
1993 )

For and on behalf of  
the Sussan Corporation  
Pty. Ltd.

Name

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

Witness

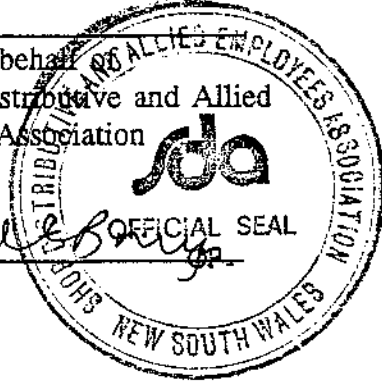


For and on behalf of  
the Shop Distributive and Allied  
Employees Association

Name

*[Handwritten signature]*  
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*[Handwritten signature]*

Witness



## GRIEVANCE PROCEDURE

### A. INTRODUCTION

1. A grievance can be described as a feeling of injustice or dissatisfaction affecting an employee, which arises out of his work or employment situation.
2. The purpose of this Procedure is to provide for a process whereby the grievances of individual employees or groups of employees arising out of their employment can be resolved.
3. Grievances should be resolved as near to their point of origin as possible, and as fast as possible.
4. The lodging of a grievance shall not prejudice an employee's employment in any way.
5. An employee shall only be entitled to use this Procedure within a reasonable period of the cause of the grievance having occurred.

### B. STAGES IN THE PROCEDURE

#### 1. Stage 1: Warehouse Manager

- 1.1 An employee shall first raise the grievance verbally with his/her supervisor or the Warehouse Manager. The employee may be assisted by the union delegate. The supervisor or Warehouse Manager must attempt to resolve the grievance in forty-eight (48) hours.
- 1.2 If the supervisor or Warehouse Manager cannot resolve the grievance to the employee's satisfaction with the employee within forty-eight (48) hours, the union organizer and union delegate shall attempt to resolve the grievance on behalf of the employee with the Warehouse Manager.

- 1.3 If the union organiser is unable to resolve the grievance with the Warehouse Manager within twenty-four (24) hours, or if the Warehouse Manager at any stage agrees, the employee may use Stage 2 of this procedure.

2. Stage 2 - Operations Manager

- 2.1 The employee together with the union delegate and union organiser shall set out the grievance in writing and hand it to the Warehouse Manager who shall pass it on to the Operations Manager. The Operations Manager shall consult the Warehouse Manager and the union official and shall attempt to resolve the grievance.
- 2.2 If the Operations Manager cannot resolve the grievance to the satisfaction of the employee within forty-eight (48) hours or if the Operations Manager at any stage agrees, the employee may use Stage 3 of this procedure.

3. Stage 3 - National Management Committee

- 3.1 The Operations Manager shall forward a copy of the written grievance to the National Management Committee for consideration by that Committee at its next meeting. The Operations Manager shall also provide the National Management Committee with a report as to his/her efforts to resolve the grievance.
- 3.2 The National Management Committee may designate a member of that Committee to conduct an enquiry into the grievance. The Committee member may, in conducting the enquiry ask any other employee to who he/she feels may assist in resolving the grievance to attend the enquiry. The aggrieved employee may also call witnesses to give evidence at the enquiry.
- 3.3 If the National Management Committee cannot resolve the grievance to the employee's satisfaction within fourteen (14) days then the matter may be dealt with in terms of the dispute procedure.