

ENTERPRISE AGREEMENT

NO: E.A. 104 /1995

DATE REGISTERED: 24-3-95

PRICE: \$ 24-00

ENTERPRISE AGREEMENT

NO.

BETWEEN

^e
MORWELL PTY LTD
^

AND

EMPLOYEES

(FILED WITH THE INDUSTRIAL REGISTRAR ON.....)

An enterprise agreement made in pursuance of the Industrial Relations Act, 1991 in accordance with the provisions of Part 3 Division 2 of the said Act, to regulate the following terms and conditions of employment.

Now it is hereby agreed by the parties as follows:

1. ARRANGEMENT

PART 1 - PURPOSE

1. Arrangement
2. Title of Agreement
3. Definitions
4. Intention
5. Date and Period of Operation
6. Scope of the Agreement

PART II - TERMS OF EMPLOYMENT AND REMUNERATION

7. Engagement, Payment and Termination
8. Hours of Employment
9. Overtime
10. Wages
11. Superannuation Payments
12. Annual Leave
13. Sick Leave
14. Public Holidays

PART 1 - PURPOSE

2. TITLE OF AGREEMENT

2.1 This agreement shall be known as the ²Morwell Pty Ltd Enterprise Agreement.

2.2 It shall be fixed and maintained in a conspicuous place at the premises to which the agreement applies so as to be easily read by all employees. If any employee cannot understand the language in which the agreement is written, sufficient, accurate (but simply expressed) summaries of the agreement will also be fixed and maintained for each of the employees to be able to read in a language which he or she understands.

3. DEFINITIONS

For the purpose of this agreement the following definitions shall apply.

"Agreement" shall mean the enterprise agreement to which this document refers.

"Employee" shall mean an person who is employed by ²Morwell Pty Ltd located at The Paper Shop, Shop 186 Westfield Shopping Town, Liverpool.

"Employer" shall mean ²Morwell Pty Limited.

"Enterprise" shall mean The Paper Shop, Shop 186 Westfield Shopping Town, Liverpool.

"Permanent Employee Group 1" shall mean an employee who is engaged to work 40 (forty) ordinary hours per week.

"Permanent Employee Group 2" shall mean an employee who is engaged to work less than 40 (forty) ordinary hours per week.

"The Act" shall mean the Industrial Relation Act (New South Wales) 1991.

4. INTENTION

4.1 The purpose of this agreement is to:

- (a) partially regulate the terms and conditions of employment of employees
- (b) improve organisational effectiveness, productivity and efficiency; and to
- (c) develop a workforce that is competent, committed and flexible.

4.2 This agreement was not entered into under duress by any party to it.

5. DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of registration and shall remain in force for a period of 3 (three) years thereafter.

6. SCOPE OF THE AGREEMENT

This agreement shall apply to all permanent employees engaged as Shop Assistants by Morwell Pty Ltd located at The Paper Shop, Shop 186 Westfield Shopping Town, Liverpool.

This agreement shall not apply to casual employees engaged as Shop Assistants by Morwell Pty Limited.

The following clauses of the Shop Employees (Stare) Award shall continue apply to the extent that they are applicable:

| <u>Clause No.</u> | <u>Subject</u> |
|-------------------|--|
| 2. | Definitions |
| 4. | Traineeships Under the Australian Traineeship System |
| 5. | No Extra Claims |
| 5A. | Enterprise Arrangement |
| 5B. | Flexibility of Work |
| 5C. | Commitment to Training and Careers |
| 5D. | Mixed Enterprises |
| 5E. | Enterprise Consultative Mechanism |
| 6A. | Shift Work (Night Fill) - General Shops |
| 6B. | Premium Hours Employees |

7. Special Provision for Substituted Late Shopping Nights General Shops
8. Savings Clause (General Shops)
11. Meal Times
12. Rest Pauses
15. Blood Donor Leave
16. Compassionate Leave
17. Leave Reserved
18. Jury Service
20. Travelling Time, Expenses, Allowances etc. Temporary Transfer - Travelling Time Expenses - Late Night Work - Transport Home
21. Uniforms, Protective Clothing
22. Facilities
23. Renovations in Retail Shops
24. Notations - Annual Leave, Long Service leave, Lifting Weights, Registration of Shops
25. Exemptions
26. Cleaning Duties
27. Staffing Dispute
29. Area, Incidence and Duration
30. Basic Wage
34. Meal Allowances
35. Agricultural, Pastoral or Horticultural Societies Shows Etc.

The following clauses of the Shop Employees (State) Award shall not apply (as they relate to full-time and part-time employees):

3. Engagement, Payment and Termination
6. Hours
9. Sunday Work
10. Overtime
13. Holidays
14. Sick Leave
19. Annual Leave Loading
- 27A. Dispute Procedure
28. Preference of Employment
31. Wages
- 31A. Wages - Base Rates
- 31B. Wages - Supplementary Payments
32. Allowances and/or Additional Rates
33. Penalty Rates and Loadings for Certain Ordinary Hours

PART II - TERMS OF EMPLOYMENT AND REMUNERATION

7. ENGAGEMENT, PAYMENT AND TERMINATION

- 7.1 Engagement - An employee may be employed as a Permanent Employee Group 1 or Permanent Employee Group 2 as defined by Clause 3, Definitions of this agreement.
- 7.2 Proof of Age - Upon the engagement of the employee, such employee, if required to do so, must furnish to the employer a correct statement in writing, of his or her age certified by a statutory declaration, birth certificate or any other proof satisfactory to the employer.
- 7.3 Time and Payment of Wages - All wages shall be paid weekly. The official pay week shall end on a Sunday and wages shall be paid within 48 hours of that time.
- 7.4 Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other moneys due within seven days of the termination of employment.
- 7.5 Termination of Employment -
- 7.5.1 In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.
- 7.5.2 In all other cases employment may be either terminated by either party -
- (1) during the first month of employment by a moment's notice;
 - (2) thereafter, by one week's notice or by payment and forfeiture of one week's pay.
- 7.5.3 Employment shall not be terminated, except for misconduct, while the employee is legitimately absent from duty on accrued sick leave.
- 7.5.4 Certificate of Service - An employee who has been employed for not less than one month, on leaving or being discharged, shall, upon request be entitled to a statement in writing containing the date when employment began and the date of termination.

8. HOURS OF EMPLOYMENT

- 8.1 The ordinary hours of work of employees, exclusive of meal times shall not exceed 8 hours per day, 40 hours per week, Monday to Sunday, averaged over a 52 week period.
- 8.2 The employees shall be given regular starting and finishing times for each day which shall not be changed except on not less than seven days notice, unless by agreement with the employer or in the event of an emergency.
- 8.3 The employer shall fix, exhibit and keep exhibited, in a place accessible to the employees, the current starting and finishing time for each employee for each day of the week and shall show thereon any change in the commencing time and ceasing time of any employee and the date on which the change was affected.

9. OVERTIME

- 9.1 An employee who works outside the ordinary hours as prescribed by Clause 8. Hours of Employment, of this agreement shall be paid at the rate of single time of the appropriate rate as set out by in clause 10.1 of this agreement.
- 9.2 All overtime shall be voluntary.
- 9.3 Paid time off in lieu of overtime may be granted at time equivalent to the overtime worked at the request of the employee and with the agreement of the employer.

10. WAGES

- 10.1 The minimum hourly rate of pay for a Permanent Employee Group 1 or Permanent Employee Group 2 shall be in accordance with Table 1 of this Agreement:

| Age | Hourly Rate |
|----------|-------------|
| Under 16 | \$4.57 |
| At 16 | \$5.71 |

| | |
|----|---------|
| 17 | \$6.86 |
| 18 | \$8.00 |
| 19 | \$9.14 |
| 20 | \$10.28 |
| 21 | \$11.42 |
| 22 | \$12.00 |

10.2 The hourly rate of pay outlined in 10.2 shall be increased for C.P.I. adjustments commencing 1 January, 1996 for the previous twelve months and then on 1 January thereafter.

10.3 The hourly rates of pay have been calculated from averaging the weekly and appropriate Saturday and Sunday loading for ordinary time worked as detailed in Clauses 9 and 33 of the award as nominated in Clause 6 of the agreement.

10.4 The hourly rate of pay for ordinary time worked for each classification shall be such that no employee will receive less in the weekly aggregate than that provided in the Award for rosters worked. The annual yearly salary in aggregate paid under this Agreement shall not be less than that paid for ordinary time worked under the Award nominate in 6 of this Agreement.

11. SUPERANNUATION PAYMENTS

11.1 Superannuation payments are to be paid according to the Superannuation Guarantee (Administration) Act, 1992. They are to be kept up to date and paid each quarter to the appropriate fund.

12. ANNUAL LEAVE

12.1 Annual leave entitlements shall be granted in accordance with the Annual Holidays Act, 1944.

12.2 An employee covered by this agreement shall not be entitled to Annual Leave Loading.

13. SICK LEAVE

- 13.1 An employee who, subject to ~~14.2~~ ¹³ of this clause, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his or own serious and wilful misconduct shall be entitled to be paid at ordinary rates of pay for the time of such non attendance subject to the following:
- 13.1.1 An employee shall not be entitled to be paid for any period in which he or she is entitled to workers' compensation.
- 13.1.2 An employee shall not be entitled during his first year of continued employment with an employer to sick pay for more than 8 days.
- 13.1.3 The rights under this clause shall accumulate from year to year so long as his/her employment continues with the employer so that any part of the entitlement which has not been claimed by the employer shall be allowed by the employer in a subsequent year. An employee shall not be allowed to take more than 380 hours accumulated sick leave.
- 13.2 The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payments shall be made.
- 13.3 The granting of sick leave shall be subject to the following conditions and limitations:
- 13.3.1 the employee shall, within two hours of the rostered starting time of such absence inform the employer if his inability to attend for duty and, as far as possible, state the nature of the illness or injury and the estimated duration of the absence.
- 13.3.2 the employee shall furnish to the employer a doctor's certificate on his/her return to work to cover such absence.
- 13.3.3 for the purposes of this clause as it relates to part time employees "day" shall mean the number of hours the employee would have worked in the day on which he was absent had he/she not been sick.
- 13.4 For the purpose of this clause continuous service shall be deemed not to have been broken by:

- 13.4.1 Any absence from work on leave granted by the employer, or
- 13.4.2 Any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case be upon the employer.

14. PUBLIC HOLIDAYS

- 14.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- 14.2 Every employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary hours that the employee would have worked had the day not been a holiday.
- 14.3 An employee absent without leave on the day before or the day after any award holiday shall be liable to forfeit wages for the day of absence as well as for the holiday except where the employer is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday. Provided that an employee absent on one day only either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of the absence.
- 14.4 Where an employee is rostered to work on a holiday as outlined in clause 14.1 the employee will be given another day/part day off (equivalent to the time worked) at a time mutually agreed between the employer and the employee.

Agreed to and signed :

^e
Morwell Pty Ltd
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Signed by and on behalf of ^e
Morwell Pty Ltd:
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Name: Mrs. Mary Hickey
 Title: Director
 Signature: M. Hickey Date: 8/1/95

Witnessed By: C. Hickey

Name: Andrew Hickey
 Title: Director
 Signature: A. Hickey Date: 10/1/95

Signed by employees of Morwell^e Pty Ltd located at The Paper Shop, Shop 186 Westfield Shopping Town, Liverpool.

Name: Margaret Doyle
 Title: SHOP ASSISTANT
 Signature: M. Doyle Date: 9.1.95

Witnessed by: Carol Green

Name: Carol Green
 Title: SHOP ASST.
 Signature: Carol Green Date: 9.1.95

Witnessed by: M. Doyle

Name: M. Doyle

Jannette Doyle

Title: Shop Assistant

Signature: J. Doyle Date: 9-1-95

Witnessed by: V. theburg

Name: Kelly Delagande

Title: Shop assistant

Signature: K. Delagande Date: 9-1-95

Witnessed by: M.L. Lybba

Name: Melissa Gibbs

Title: Shop assistant

Signature: M.L. Lybba Date: 17/1/95

Witnessed by: K. Delagande

Name:

Title:

Signature: Date:

Witnessed by:

Name:

Title: