

ENTERPRISE AGREEMENT

NO: E.A. 268 /1995

DATE REGISTERED: 1-8-95

PRICE: \$ 16-00

**GRACE BROS LIDCOMBE DISTRIBUTION CENTRE
ENTERPRISE AGREEMENT 1995**

1. TITLE

This Agreement shall be referred to as the Grace Bros Lidcombe Distribution Centre Enterprise Agreement 1995.

2. ARRANGEMENT

This Agreement is arranged as follows:

| <u>Subject Matter</u> | <u>Clause No.</u> |
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3. APPLICATION OF AGREEMENT

This Agreement shall apply to the following establishment in the State of New South Wales:

The Grace Bros Distribution Centre, 33 Carter Street, Lidcombe.

4. **INCIDENCE OF AGREEMENT**

This Agreement shall apply to all persons who are members or eligible to be members of the National Union of Workers, New South Wales Branch and Federated Clerks Union of Australia, New South Wales Branch, engaged in any operation in or in connection with or incidental to the storing, packing and distribution of goods within the Company's operation as set out in clause 3 hereof.

5. **PARTIES BOUND**

This Agreement shall be binding upon:

- (a) Myer Stores Ltd, ("the company")
- (b) The National Union of Workers, New South Wales Branch ("the Union")
- (c) Federated Clerks Union, of Australia, NSW Branch ("the Union")
- (d) All employees who are members or eligible to be members of the Unions and who are engaged in any of the occupations, industries or callings specified in the Storemen and Packers, General (State) Award, and the Clerks in Retail General Shops (State) Award.

6. **DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the date that the Agreement is registered and shall remain in force for a period of twelve (12) months.

7. **RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and wholly interpreted in conjunction with the Storemen and Packers General (State) Award and the Clerks in Retail General Shops (State) Award. Where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency, provided that the Award shall not form part of this Agreement.

8. **WAGE INCREASES**

- (a) Wages for all weekly employees shall be increased as follows for all classifications covered by this Agreement:
 - (i) A five percent (5%) wage increase shall be payable from date of ratification.
 - (ii) A one and a half percent (1 ½%) wage increase shall be payable 5 months after this date.
 - (iii) A two percent (2%) wage increase shall be payable from 6 months after 2nd payment in (ii).

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- (b) The wage increases specified in subclause (a) of this clause shall be payable in addition to the current award rate of pay for the relevant classification and the total amount shall constitute part of the all-purpose award rate of pay in respect of employees covered by this agreement.
- (c) The wage increases referred to in subclause (a) of this clause shall be paid on the actual rate and shall not be absorbed into any overaward payment.

9. **NO EXTRA CLAIMS**

It is a term of this Agreement that the Unions and its members undertake not to pursue any extra claims for the duration of this Agreement, as set out in Clause 6 of this Agreement.

10. **HOURS OF WORK**

Employees shall be rostered to work an average of 36 ordinary hours per week, on any day of the week from Monday to Saturday.

Ordinary hours shall be worked continuously, except for meal breaks between 6.00 a.m. and 6.00 p.m. Monday to Friday and between 6.00 a.m. and 3.00 p.m. Saturday.

Employees required to work ordinary hours on any Saturday shall in addition to their ordinary rate of pay receive a penalty of 60% for all hours worked on the said Saturday between 6.00 a.m. and 3.00 p.m. Such employees shall receive a penalty of 100% for all hours worked after 3.00 p.m. on the said Saturday. The rostered shift on Saturday from 6.00 a.m. to 3.00 p.m. will include a paid meal break of 30 minutes.

Employees required to work over-time or outside their ordinary hours shall be paid as per the over-time provisions of the Award.

11. **ROSTERS**

Employees shall be allocated their hours of work by means of a rostering system developed by the Company in consultation with the Unions and the employees. Proposed rosters are shown in Attachment A.

In the first instance, all rosters will be filled by volunteers from existing employees. All employees will be expected to be rostered, however, the Company agrees to review those employees who through "genuine hardship" are unable to work proposed rosters/hours. Whilst the Company will attempt to satisfy the wishes of all current employees, no commitment can be given that employees will be provided with the rosters of their first choice.

All new employees will be allocated rosters in line with business needs. Existing casual employees who elect and are offered permanent employment shall be treated, for the purposes of rostering, as new employees.

In the event that not enough employees can be placed into a roster through volunteers then the Company and the Union shall meet to identify and implement suitable solutions.

The nine day fortnight will be replaced by the new roster provisions provided that employees shall still only work an average of 36 ordinary hours per week.

(a) **Full-time Employees**

Hours of work may be organised over a cycle so as to average 36 hours per week i.e: 72 hours over a 2 week roster, 144 hours worked over a 4 week roster.

(b) **Part-time Employees**

Part-time employees will be engaged to work on average a minimum of 18 hours and a maximum of 32 hours per week, averaged over the roster cycle. The number of permanent part-time employees will not exceed 22.5% of permanent fulltime staff.

Part-time hours may be extended at ordinary rates (where appropriate normal shift or penalty rates would apply), up to a maximum of 32 hours with seven days notice, by agreement.

The minimum hours worked by a part-time employee shall be 4 hours per day.

In hiring part-time employees, preference will be given to current full-time employees who due to change in their circumstances wish to "move to" part-time employment. In the event that a full-time employee accepts part-time employment and at a later date, requests a return to full-time employment, the Company will make every endeavour to place that employee in a full-time position.

(c) **Conversion of Employment**

Nothing contained in this Agreement shall prevent an existing full-time employee converting their employment to part-time status on the following basis:

- i) Conversion to part-time employment shall be done by request and with the consent of the employer.
- ii) An employee who converts from full-time to part-time employment, shall have all accrued entitlements and benefits maintained and their employment shall be deemed to be continuous.

(d) Limited Tenure

Limited tenure positions will initially be for a 3 month period, extensions will be an option at the end of the 3 month period after discussions with the unions.

- i) No tenured employee can be engaged for more than 6 months in any 12 month period.
- ii) Tenured employees are only to be engaged during peak times.
- iii) Within the limited expressed in i) above, tenures may be extended by a minimum of whole months.
- iv) Three weeks notice shall be given of the extension of any tenure.
- v) If a tenured employee is no longer required prior to the expiration of his or her tenure, that employee shall be paid as if he or she continued to work until the expiration of the tenure.

(e) Casual Employees

The total number of casuals will not exceed 7.5% of permanent fulltime staff employed.

(f) General Principles of Rostering

- i) Rosters shall be introduced and/or amended following appropriate consultation and a period of notice of at least one calendar month.
- ii) Rosters are to be arranged to reflect the company's processing and distribution cycle.
- iii) Rosters may be arranged over a 1 to 4 week cycle.
- iv) The maximum number of ordinary hours in any one day shall not exceed nine excluding meal breaks.
- v) Notice of changes in rosters (except in circumstances beyond the employer's reasonable control) shall require 2 weeks notice in consultation with the Union, or less by mutual agreement.
- vi) Employees may swap rosters between themselves, provided skill levels are equivalent, that their Line Manager is advised in advance, and is in agreement; the number of hours are comparable, and such changes do not unduly disturb the Company's overall operations.
- vii) Rosters shall be reviewed in conjunction with the Union on a regular basis for the rest of the Agreement.

12. PAYMENT OF WAGES

All employees will be engaged on weekly pay, in arrears, by EFT with all allowances paid through the payroll. The Company will meet the costs of those government taxes which apply to EFT.

The introduction of weekly pay by EFT will only occur upon the installation of an Automatic Teller Machine on site.

Casual Overtime

The 1987 Casual Overtime Agreement between the company and the NUW will cease to operate as at the beginning of this Agreement.

In regards to the allocation of future over-time:

- i) Those employees who have enjoyed the benefits of the 1987 Agreement will be given preference in the allocation of all over-time.
- ii) The company and the union will review after 3 months and 6 months the allocation of over-time.

13. FAMILY LEAVE

A full-time or part-time employee, who due to unforeseen domestic circumstances, cannot attend work as rostered can take up to a maximum of three days unpaid leave, non cumulative, per year.

The following options are available by agreement with the Line Manager and apply only in any calendar year. The employee:

- a) Apply for a single day of annual leave,
- b) Applying for an unpaid day within any one calendar year of employment, pro-rata for the first year of employment,
- c) Applying for sick leave where a doctors certificate has been supplied for an illness relating to immediately family.

14. ADVANCE AGAINST SALARY

This practice will not be continued, unless for genuine hardship cases.

15. CLASSIFICATION STRUCTURE

The company and the unions commit, during the life of this Agreement, to enter into meaningful negotiations to develop an appropriate classification structure at Lidcombe which will enhance the skill levels of employees and provide a more appropriate career path within the Lidcombe site.

16. ALLOWANCES

- a) The glass and container allowances will form part of the base rate of pay for all employees who at date of ratification, received such allowances.

New employees required to perform functions associated with the abovementioned allowances will be paid the appropriate rate of pay set at for their classification.

- b) All allowances will be paid in arrears and by electronic funds transfer. Upon development of agreed classification structures, allowances will be rolled into base salary.
- c) Meal Allowance, Company to continue with current arrangements during the life of this agreement, paid in arrears by electronic funds transfer.

17. CROSS FUNCTIONAL WORK

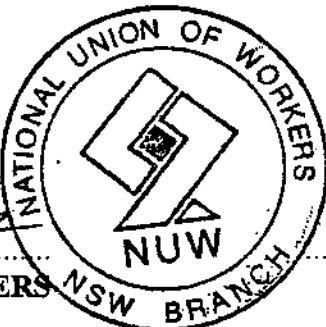
Agreement is given for the Company and Unions to enter into meaningful negotiations on this subject.

18. GRIEVANCE PROCEDURE

The State Award grievance procedure will be used.

This agreement has been reached without duress on the part of all parties.

[Signature]
 NATIONAL UNION OF WORKERS NSW BRANCH
 New South Wales Branch




29/5/95
 DATE

[Signature]
 FEDERATED CLERKS UNION OF AUSTRALIA
 New South Wales Branch



30.5.95
 DATE

[Signature]
 MYER GRACE BROS.



29.5.95
 DATE

ENTERPRISE BARGAINING AGREEMENT
ATTACHMENT "A"

| | Mon | Tues | Wed | Thur | Fri | Sat | Sun |
|------|-----|------|-----|------|-----|-----|-----|
| Wk 1 | | | 9 | 9 | 9 | 9 | |
| Wk 2 | 9 | 9 | | 9 | 9 | | |
| Wk 3 | 9 | 9 | 9 | | 9 | | |
| Wk 4 | 9 | 9 | | 9 | 9 | | |

A

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| Wk 1 | | | 9 | 9 | 9 | 9 | |
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| Wk 1 | 9 | 9 | | 9 | 9 | | |
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| Wk 1 | 9 | 9 | 9 | 9 | 9 | | |
| Wk 2 | | | 9 | 9 | 9 | | |
| Wk 3 | 9 | 9 | 9 | 9 | 9 | | |
| Wk 4 | | | 9 | 9 | 9 | | |

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