

ENTERPRISE AGREEMENT

NO: E.A. 444 /1995

DATE REGISTERED: 29-12-95

PRICE: \$ 64 - 00

FIVE STAR WHOLESALERS PTY LTD

NEW SOUTH WALES

ENTERPRISE AGREEMENT

FIVE STAR WHOLESALERS NSW - ENTERPRISE AGREEMENT

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PART 1 - SCOPE

1. PARTIES BOUND AND AREA OF OPERATION

This Agreement is binding on Five Star Wholesalers Pty Ltd and the National Union of Workers NSW Branch and its officers and members and all persons who are Members or eligible to be Members of the Union who are employed by Five Star NSW, in classifications and occupations contained in this Agreement.

The parties to this Agreement declare that this Agreement was not entered to under duress by any party to it.

2. PURPOSE AND PERIOD OF OPERATION

This Agreement shall take effect from the date of registration and operate from the first full pay period to commence on or after the date of registration and shall remain in force for a period of one (1) Year. The Redundancy Agreement in Appendix A will operate from the date of registration for a period of one (1) Year.

In consideration of receiving the benefits available upon the commencement of this Agreement, the employees agree that they are committed to a process of continuously improving productivity by all available mechanisms including the introduction of new technology and agreeing to negotiate and, if necessary, to arbitrate the removal of any restrictive work practises which may be identified.

This Agreement between the National Union of Workers and Five Star and its employees in NSW reflects continuing change in traditional management/employee relationships. This new agreement has been developed with proper consideration to changes that have occurred in the industry and are likely to occur in the future, to ensure a commitment of making Five Star a first class Food Services operation.

This Agreement has at its core the movement from a control to a commitment driven organisation whereby employees covered by the Agreement will attain greater skill flexibilities and access to a career path. They will have greater participation in decision making and involvement in matters which have an impact on their working environment. This will mean greater control over their work priorities, structure and outputs and the acceptance of greater responsibility and accountability.

This Agreement encompasses the values of Five Star Quality Leadership and has a key objective and desire to deliver both enterprise flexibility and employee satisfaction necessary to achieve best practice and superlative customer service in all of the Five Star operations.

3. RELATIONSHIP TO OTHER AWARDS/AGREEMENTS

It is agreed that this Agreement, the rates of pay, classifications and conditions of employment expressed within it are substituted for **ALL** rates of pay, classifications and conditions expressed elsewhere.

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This Agreement totally regulates wages and conditions and constitutes a closed agreement in settlement of all matters for its duration. It prevails over all wages and conditions previously covered by the Storemen & Packers General (State) Award, or any other award which would otherwise apply. Any increases deemed by the NSW or Federal Industrial Relations Commissions to apply to employees covered by Enterprise Agreements, will be paid. Any increases which may otherwise arise from national or state wage cases shall not apply provided the rates do not fall below the award.

This Agreement applies only at the Five Star NSW operation and is not to be used as a precedent at any other site which is owned or operated by Five Star Wholesalers or any subsidiary of Composite Buyers Limited or any Company which is part of the same group of companies to which Five Star Wholesalers belongs. Nor shall any agreement negotiated with any subsidiary or other Company within the group of Companies be used as a precedent for future negotiations at the Five Star NSW operation.

4. ONGOING AGREEMENT REVIEW

As this Agreement nears its expiry the Company will consult with employees and employee representatives delegates regarding any proposals to amend this Agreement or enter into a new agreement upon its expiry.

5. NO EXTRA CLAIMS/CONTINUITY OF PRODUCTION

It is a term of this Agreement that the union and employees will not pursue within the life of this Agreement, any extra claims, for award or over-award provisions.

The Company and the NUW agree that disputation arising from causes not associated with the relationship between the Company and its employees are to be avoided where possible.

The union commits to communicate to the Company as early as possible any impending external issues that may give rise to disputation and to seek a co-operative process to avoid such disputation.

Normal production and business operation shall not be affected by any such disputation, actual or impending where possible

Local grievances will be dealt with by application of the agreed grievance procedures.

PART 2 - TERMS AND CONDITIONS

1st September, 1995

6. CLASSIFICATIONS OF EMPLOYEES

- (a) All employees covered by this Agreement are employed as Food Service Operators on duties or tasks as allocated by Management on a day to day basis. Employees will be directed to work across all areas of the operation and will be graded (as shown below) according to the skill level of the position in which they are normally deployed. Employees at all skill levels will be required to train others in any and all of the skills up to and including the level to which they are trained.
- (b) **Skill Level 1 - Probationer**
- New employees for the first 3 months of employment are classified in this skill level and may perform the duties as outlined in Skill Level 2.
- (c) **Skill Level 2A - Storeperson**
- Storing, packing, identifying, relocating, handling damaged stock, invoicing and stocktaking; basic VDU and PC operation; use of powered pallet trucks; housekeeping/cleaning duties incidental to all of the above. May perform the duties of skill level 2B to cover leave, absenteeism, urgent business needs and otherwise as mutually agreed.
- (d) **Skill Level 2B - Clerk**
- Invoicing, stocktaking, VDU and PC operation, clerical duties including but not limited to accounts and sales, customer contact both face to face and telephone, housekeeping/cleaning duties incidental to all of the above. May perform the duties of 2A to cover leave absenteeism, urgent business needs and otherwise as mutually agreed.
- (e) **Skill Level 3 - Storeperson/Forklift Driver**
- Performs the duties of skill level 2A and is also engaged in driving a forklift and for this purpose holds a Certificate of Competency under Section 17 of the Construction Safety Act 1912, as amended.
- (f) **Skill Level 4 - Forklift Driver**
- May perform the duties of skills levels 2A and 3, but is principally engaged in driving a forklift, including, but not limited to receiving, despatching and putaway, and for this purpose holds a Certificate of Competency under Section 17 of the Construction Safety Act 1912, as amended.
- (g) **Skill Level 5 - Leading Hand**
- May perform the skill levels of 2, 3, and 4, but may also perform duties with greater responsibility, also details co-ordinates and assists in the activities of other employees.

7. TERMS OF ENGAGEMENT

(a) Employees will be engaged as full time, part time or casual employees as follows:

(i) Full time employees:

- 36 hours or an average of 36 hours per week on not more than 5 days or an average of 5 days per week.
- Maximum of 10 hours on any one day.
- One rostered day off per fortnight unless otherwise agree.

(ii) Part time employees:

- Regular rostered hours.
- Minimum 4 hours and maximum 10 hours per day.
- Minimum 12 hours per week.

(iii) Casual employees:

Casual employees will be employed at an hourly rate equivalent to one thirty-sixth of the appropriate weekly wage plus 15% calculated to the nearest cent, any part of a cent not exceeding one half to be disregarded. Casuals may be employed on a minimum of 4 hours per engagement and a maximum of 8 hours with the proviso that casuals may work overtime after full time employees have been given first priority to work such overtime.

(b) Except for casual employees, employment is on a weekly basis.

(c) The Company will indicate clearly to an employee at the time of engagement, the terms of his/her employment.

8. COUNSELLING PROCEDURE

(a) The three warning system is recognised with the provision that the warnings are conducted in front of a witness suitable to the employee. The warning system will not apply in cases which warrant summary dismissal in accordance with Clause 9(a).

(b) The first warning will be verbal and be designed to improve the employees performance, attitude and/or attendance.

(c) The second warning will be written and be designed to improve the employees performance, attitude and/or attendance.

- (d) At the third warning the employee will be told that no more warnings will be issued and that if he/she makes no effort to improve his/her performance, attitude and/or attendance, then his/her services will be terminated.
- (e) All warnings are to be noted on the employee's personal file or diarised and employees may acknowledge or otherwise.
- (f) Each warning will become void after 12 months from the date of warning.

9. TERMINATION OF EMPLOYMENT

- (a) An employee may be summarily dismissed (instantly) for dishonesty, misconduct, neglect of duties, or for absence from work without reasonable cause provided that such conduct justifies instant dismissal, and in the event of such dismissal the employee shall only be paid for the time actually worked.
- (b) **In all other cases employment may be terminated:**
 - (i) In the first 3 months of employment, by one week's notice.
 - (ii) Thereafter by the provision required by the Industrial Relations Act 1988.
- (c) Payment in lieu of the notice or forfeiture of wages in lieu of notice prescribed in sub-clause (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of that period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.
- (e) The period of notice in this Clause shall not apply in the case of casual employees.
- (f) Where a genuine redundancy situation applies, refer to Appendix A and Schedule 1 thereof, attached.

10. CERTIFICATE OF SERVICE

Upon request any employee when leaving or being discharged from his or her employment will be given, by the Company, a statement in writing on Company letterhead (2 copies) stating the date when such employment began and the date when such employment terminated.

11. RATES OF PAY

	<u>On Ratification</u>		<u>February 1996</u>	
	<u>Full Time</u>	<u>Casual Hrly</u> (incl.1/12th)	<u>Full Time</u>	<u>Casual Hrly</u> (incl.1/12th)
<u>Skill Level 1</u> Probationer	460.00		475.00	
<u>Skill Level 2</u> Store Person/Clerk	475.00	16.4380	490.00	16.9570
<u>Skill Level 3</u> Store Person/Fork	490.00		505.00	
<u>Skill Level 4</u> Forklift	500.00		515.00	
<u>Skill Level 5</u> Leading Hand	515.00		530.00	

- (b) Part Time hourly rates are calculated by dividing the appropriate weekly rate by 36.
- (c) For ordinary hours worked by full timers and part timers on a Saturday, a loading of 60% will be payable and for ordinary hours worked on a Sunday, a loading of 100% will be payable. Such loadings will be in substitution for any and all other loadings which would otherwise apply, including shift loadings.
- (d) Casual rates are calculated at 1/36th of the weekly rate plus 15%, plus 1/12th payment for pro-rata annual leave. NB. The 1/12th is excluded for overtime calculations.
- (e) Casuals working on Saturday or Sunday shall receive an extra loading: Saturday 20%
Sunday 50%

(f) **Allowances**

- (i) A full time employee required to work in the freezer department will be paid a freezer allowance of \$20.50/week or pro-rata in the case of part time employees. Such allowance will be payable only whilst the employee is at work (ie. excludes periods of leave).
- (ii) A full time employee required to act in the capacity of First Aid Officer and who is accredited by the St John Ambulance for this purpose will be paid a First Aid Allowance of \$11.90. This allowance shall be included for all purposes.
- (iii) Any employee entitled to a meal allowance (as per Clause 22) will be paid \$6.80.

12. OCCUPATIONAL SUPERANNUATION

(a) **Definitions**

- (i) "Fund". In this Clause all references to "Fund" means the Labour Union Co-operative Retirement Fund (LUCRF) or the Composite Buyers Superannuation Fund (CBSF).
- (ii) "Ordinary Time Earnings". In this clause the terms "Ordinary Time Earnings" includes the classification rate, over award payments, shiftwork premiums, service grants, casual loadings and any penalties and allowances where such are part of the employees normal earnings, excluding overtime, travel, meals, or annual leave loading.
- (iii) "Approved Superannuation Scheme". For the purposes of this Clause approved superannuation scheme means a scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant government requirements.

(b) **Company Contributions**

The Company will make a superannuation contribution to the Fund on behalf of eligible employees, of an amount equivalent to 3% of the employees ordinary time earnings. (This is in addition to the "dollar for dollar contribution" (maximum 5% total) made by the Company or behalf of members of the LUCRF or CBSF contributory funds). These combined contributions will meet superannuation guarantee legislation.

Payments will be made on a monthly basis and cover pay periods completed in that accounting month.

(c) Eligibility

The Company will only be required to make contributions in accordance with this Clause in respect of full-time and part time employees, who have been employed by the Company continuously for a period of one month.

In relation to casual employees, the prescribed contributions will become payable on the accumulation of 390 hours (continuous service) with the Company, or as prescribed by the Superannuation Guarantee.

Employees who become eligible to join the Fund will, in addition to contributions under sub-clause (b) be entitled to a once only contribution by the Company to the Fund in respect of the qualifying period. Such contribution shall be equivalent to contributions under sub-clause (b).

(d) Company Contributions During Leave Without Pay

Where an employee is absent on leave without pay - whether or not such leave is approved, no contribution from the Company will be due in respect of that employee during and in respect of the period of unpaid absence.

(e) Employee Contributions

Employees who may wish to make contributions to the Fund additional to those being paid by the Company pursuant to sub-clause (b) are entitled to authorise the Company to pay into the Fund from the employee's wages amounts specified by the employee.

Employee contributions to the Fund requested under this sub-clause shall be made in accordance with the rules of the Fund.

(f) Cessation of Contributions

The obligation of the Company to contribution to the Fund in respect of an employee will cease on the last day of such employees employment with the Company.

13. PAYMENT OF WAGES

- (a) All wages will be paid by medium of electronic transfer directly into a bank or financial institution account designated by the employee.

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- (b) Wages will be paid weekly (on Tuesdays), by electronic funds transfer.
- (c) The Company will make payment of \$140 annually to compensate for fees. Payment to be made with the first pay on or after 1 July each year to employees engaged at that time. Such payment is not pro-rata and will be taxed at normal rates.
- (d) Upon termination of employment, monies due will be paid on the termination date and during working hours provided prior notice of termination has been given by either party.
- (e) On pay day the Company will state to the employee in writing the total amount of wages to which he or she is entitled, the amount of overtime therein, details of any deductions made there from and the net amount being paid to him or her.
- (f) If an employee fails to notify the pay office of a change of bank account at least 7 days prior to the next pay day, the Company will not accept the responsibility for delays in the transfer of wages to the new account or for the transfer of wages to the old account.
- (g) If an employees' wages are not in their nominated account by the end of their normal shift on pay day, and such delay is the fault of the Company, a cash advance will be made by the Company, as soon as practicable. Such advance will be repaid to the Company immediately on receipt of wages.

14. HOURS OF WORK (OTHER THAN SHIFT WORKERS)

- (a) The number of hours to constitute an ordinary week's work will be not more than 36 (averaged over a fortnight), Monday to Sunday.

Such hours will be worked between 5.00 am and 7.00 pm on not more than 9 days per fortnight, Monday to Sunday. Times for starting and finishing for employees once having been fixed will not be altered without giving 7 days notice to the employees.

The introduction of 4 consecutive 9 hour days may be instituted with the introduction of Saturday/Sunday work as part of ordinary hours.

- (b) All staff are required to clock on and off on entering and leaving the premises - this includes lunch time and any other time during the day if leaving the site. Falsifying a time card (for ones self or a fellow employee) will be deemed as misconduct and dealt with accordingly.

15. ROSTERED DAYS OFF

- (a) All permanent full time staff will be given one Rostered Day off per fortnight, unless otherwise agreed. This will be a fixed day, and may fall on any day of the week. This fixed day may be changed by the Company permanently, to meet the needs of the business - such a change would require 2 weeks notice unless otherwise agreed.
- (b) Where there is a genuine reason either party may approach the other with a view to changing a scheduled RDO for a substitute day.
- (c) An employee who is on an RDO will not be entitled to any other form of paid leave.

RDO's falling in a period of Annual Leave or Long Service Leave will not extend the period of such leave.
- (d) Where a rostered day off falls on a public holiday (as per clause 20), a substitute day will be determined by the employer.
- (e) Rostered days off do not accrue to any employee absent on leave without pay.

16. OVERTIME

An overtime rate will be paid for all work done as follows:

- (a) In excess of ordinary hours as prescribed in Clauses 7, 15 and 19, or
- (b) Outside the spread of hours as prescribed in Clauses 7, 15 and 19.

The overtime rate is time and a half for the first 2 hours and double time thereafter calculated on a daily basis, and paid in increments of 30 minutes and will be in substitution for shift penalties where such penalties apply.

- (c) Overtime will be scheduled on an "as needs basis". As such, consideration will be given to employees principally engaged in the section where overtime is to be worked.
- (d) An employee who has been notified to work overtime on a day they would not normally be rostered, will be paid for a minimum of 4 hours, even if such 4 hours are not worked.

- (e) When overtime is worked, it will be arranged so that employees have a reasonable break, i.e. there will be a 10 hour break before the commencement of ordinary hours on the following day. If 10 hours has not elapsed, the employee will be excused from ordinary hours (without loss of pay) until the 10 hours has elapsed. If the employee is instructed to resume duty without the 10 hours break, they will be paid at the rate of double time until released from duty for at least a period of 10 hours.

This sub-clause relates only to ordinary hours on the successive day and will not apply where hours on the successive day are overtime hours.

17. SHIFT WORK

- (a) Any employee who consents to perform shift work, may be engaged as either an afternoon shift or a night shift worker upon shifts in accordance with the provisions of this clause.
- (b) Afternoon shift means any shift finishing after 8.00 pm and at, or before midnight.
- (c) Night shift means any shift finishing after midnight and at or before 8.00 am.
- (d) The ordinary hours of such shift work will not exceed 36 or average of 36 in any one week, to be worked on not more than five shifts.

Such ordinary hours are to be worked continuously on each shift, except for a thirty minute meal break taken not more than 5 hours after the commencement of the shift. Such meal break is counted as time worked.

(e) **Allowance**

Shift workers whilst engaged on afternoon shifts will be paid 17½ per cent more than the ordinary rate for such shifts. A night shift worker will be paid 27½ per cent more than the ordinary rates for such shifts. Shift allowances will not count where such overtime is worked.

- (f) Casuals employed on shift work will be paid on an hourly basis equivalent to 1/36th of the appropriate weekly wage, plus the appropriate shift allowance, plus 15% loading.

18. FIRST-AID

- (a) The Company will provide a properly equipped first-aid room with a fully maintained first-aid kit.
- (b) Qualified first-aid personnel will be available at all times work is being performed and the Company will adhere to requirements under the Occupational Health and Safety Act.

- (c) Any employee required to carry out the duties of a qualified first-aid attendant will be paid an allowance in accordance with Clause 11 (d) (i).

19. DINING FACILITIES, CHANGE ROOMS, LOCKERS AND CLOTHING

The Company will provide change rooms and lockers for the use of employees.

Dining facilities will be provided on the premises and may only be used before commencement of duties and during designated breaks, unless otherwise authorised. A plentiful supply of hot water and refrigerated water will be provided, but coffee/tea is not to be consumed in the general warehouse.

Adequate waterproof clothing will be supplied to all employees when working in the rain.

Appropriate protective clothing will be provided for employees working in the freezer room, and such clothing will remain the property of the Company.

20. PUBLIC HOLIDAYS AND SUNDAY WORK

- (a) Full time employees, will be entitled to the following public holidays without deduction of pay:

New Year's Day
Australia Day
*Good Friday
Easter Saturday
Easter Monday
Queens' Birthday
Anzac Day
Labour Day
*Christmas Day, and
Boxing Day,

together with any other statutory and/or gazetted public holidays for the State.

Double time in addition to the ordinary hourly rate, is the special rate for all work done on these days and triple time in addition to the ordinary hourly rate will be the special rate payable for all work done on the days so marked (*). Provided that time off in lieu may also be agreed upon.

But if any other day be by Act of Parliament or Proclamation substituted for any of the above named holidays, then the special rate will be payable only for the day so substituted.

For RDO's falling on a public holiday - refer to Clause 16 (c).

- (b) All full time and part time employees (with the exception of seasonal employees), employed as at 1st January each year will also be allowed a Picnic Day, to be taken by mutual agreement with the Company, to meet the needs of the business.
- (c) The special rate for overtime hours worked on Sundays is double time and a half.

21. MEAL BREAK AND REST INTERVAL

- (a) All employees (except shift workers) will be entitled to a paid rest interval of 15 minutes and an unpaid meal break as follows:
 - (i) when working more than 4 hours, but 5 hours or less - 1 rest interval, OR
 - (ii) when working more than 5 hours - 1 rest interval and 1 meal break of not less than half an hour to be taken between the hours of 12 noon and 2.00 pm.
- (b) Provided that if an employee works through their meal break, they may be given a meal break at an alternate time or mutually agree otherwise.
- (c) Times for rest intervals and meal breaks will vary depending on which section one works in. Some sections will be split, to meet the needs of the business.
- (d) Provided that when overtime is worked continuing after a normal shift, one of the following applies:
 - (i) If working at least 3 hours and less than 4 hours, a paid rest interval of 15 minutes, to be taken no later than 2 hours after normal finishing time,

OR
 - (ii) If working 4 hours or more, a paid meal break of 30 minutes, to be taken no later than 2 hours after normal finishing time.

22. MEAL ALLOWANCE

Any employee who is required to work overtime more than 1 hour before their regular commencing time or more than 1 hour after their regular ceasing time, will be paid a meal allowance in addition to overtime rates as prescribed in this Agreement. Such meal allowance will be paid weekly in cash.

Should an employee undertake to work such overtime qualifying them for a meal allowance, and then fail to work the full period of overtime so instructed, they will forfeit such allowance.

This clause will not apply on Saturdays, Sundays or Public Holidays, except where Saturday or Sunday is worked as part of ordinary hours.

23. FARES AND TRAVELLING TIME

Employees required to visit customers in the course of their duties will be provided with a company vehicle or re-imbursed any fares or expenses.

24. SECURITY

No employee without permission of a person at least at the level of supervisor, will take and consume any Company product, take and secrete Company product on his/her person or in his/her clothing or take Company product from the premises. Failure to observe this requirement may render an employee liable to dismissal and prosecution. It is a condition of entry that management has the right to inspect any bag, parcel or other receptacle being carried whilst entering or leaving Company premises (for inspection of cars on site, see Clause 27). Carrying firearms or other offensive weapons on Company premises, unless authorised, is expressly forbidden.

No personal bags or the like are to be taken to the work area - all bags are to be left in the locker area.

25. STAFF CAR PARKING

All motor vehicles and motor cycles brought on to the Companys' site are only to be parked in the designated area at the owners'/drivers' risk. The Company is not liable for any damage or theft which may occur on its site.

Parking on-site is conditional on the basis that drivers open vehicles (boots, tool boxes etc.) for inspection, if requested by supervisory or security personnel. Drivers not wishing to comply must park off-site.

PART 3 - LEAVE PROVISIONS

26. ANNUAL LEAVE

(a) See NSW Annual Holidays Act, 1944, as amended.

(b) An employee who is on a period of leave, in accordance with the said Annual Holidays Act, is entitled to an additional payment, calculated on the basis of a loading of 25%. Shift workers will receive either this 25% or their shift loading (not both), whichever is the greater.

Such loading will be payable on the taking of leave, where such leave is due.

(c) Except where an employee is dismissed for misconduct, the loading prescribed herein will be paid on termination of employment, where annual leave is outstanding at the time of termination. This provision does not apply to pro-rata annual leave.

(d) All leave applications must be submitted to a supervisor on the 'green' annual Leave/Absence form, at least one month prior to the commencement of leave. No commitments should be made to bookings until after leave has been approved.

27. SICK LEAVE/ABSENCE

(a) (i) An employee who after not less than three months continuous service with the Company, is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers' Compensation Act, 1987, not due to his/her own serious and wilful misconduct, is entitled to be paid at ordinary time rates of pay for the time of such non-attendances; provided that he/she shall not be entitled to paid leave or absence for any period in respect of which he/she is entitled to workers' compensation. Provided however, that once an employee has had three months continuous service with the Company they will be paid for any absence owing to illness during the first three months.

(ii) He/she will, as soon as possible or within four hours of the commencement of such absence, inform the Company of his/her inability to attend for duty and, as far as possible, state the nature of injury or illness and the estimated duration of the incapacity.

(iii) He/she will prove to the satisfaction of the Company or, in the event of a dispute, the Industrial Commission that he/she 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.

On return to work from absence or sick leave (i.e. at the beginning of the shift) employees must complete a 'blue' Sick and Absence Form and give it to their supervisor.

- (iv) He/she will not be entitled to sick leave in excess of the following:

In the first year of employment (after 3 months service) - 44 hours.

In the second year and up to and including the fourth year of employment - 60 hours.

In the fifth year and thereafter - 72 hours.

- (v) The rights under this clause accumulate from year to year so that any hours which have not been allowed in any year, may subject to the conditions prescribed by this clause, be claimed by the employee and will be allowed by the Company in a subsequent year of employment.

- (vi) Except where an employee is dismissed for misconduct, an employee will be paid a cash bonus representing the value of sick leave not expended, on termination of employment.

- (b) For the purposes of this clause continuous service is deemed not to have been broken by:

(i) Any absence from work on leave granted by the Company; or

(ii) 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 is not taken into account in computing the qualifying period of three months.

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

(d) **Single Day Absences**

Employees under this Agreement will 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 is subject to proof as provided in subclause (a) (iii) of this clause.

Provided that the Company has reasonable proof to suspect that an employee has abused their entitlements under this subclause the Company will investigate and discuss the matter.

28. LONG SERVICE LEAVE

See NSW Long Service Leave Act, 1955, as amended.

29. COMPASSIONATE LEAVE

- (a) An employee will on death of a wife, husband, father, mother, brother, sister, child, step child, grandchild, parent-in-law, foster parent or grand parent 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 three ordinary days work.

In the case of attendance of a funeral of such relation outside Australia such leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in five ordinary days work.

Proof of such death will 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, they are entitled to one day only, unless they can demonstrate to the Company that additional time up to a period of three days was justified.

Provided that this clause has 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' do not include a wife or husband from whom the employee is legally separated but does include a person who lives with the employee as a de facto wife or husband.

30. PARENTAL LEAVE

See NSW Industrial Relations Act, 1991.

31. JURY SERVICE

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

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

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

32. ACCIDENT PAY/OCCUPATIONAL HEALTH AND SAFETY

See Workers Compensation Act, as amended.

(a) In line with legislative requirements, the Company will do its' utmost to ensure the health safety and welfare of its employees. Employees must co-operate with the Company in this regard and exercise a duty of care to themselves and others.

(b) The Companys' obligations under the Occupational Health and Safety Act, in light of current medical evidence, require that smoking is not allowed in all buildings at the Moorebank site.

Employees may therefore only smoke prior to commencement of duties and during designated breaks - outside the building.

(c) Any person who is affected by alcohol or drugs at the work place is a danger to themselves and their workmates.

While at work, the consumption of alcohol or any other drug (other than prescribed by a medical practitioner) is forbidden, and offenders will be instantly dismissed.

Provided that any prescribed drug which may affect ability to work, will be advised to the Company in recognition of employees duties under the Occupational Health and Safety Act.

Any person affected by alcohol or drugs who poses a health or safety risk in the workplace will be counselled.

An employee with a drink or drug problem may require counsel or medical or therapeutic assistance. Disclosure of this will be treated in confidence and will in no way affect his/her future employment, providing he or she is prepared to make a genuine attempt to overcome the problem. The Company will do all it reasonably can to help such people.

(d) To ensure correct information is always available, employees must notify the Pay office, of any change of address and phone number, as soon as practical after a change. Also - emergency contacts should be kept up to date and any changes notified accordingly.

PART 4 - GENERAL PROVISIONS

33. EMPLOYEE REPRESENTATIVES

Employees who are elected by their fellow employees as employee representatives/delegates and whose names are notified by the Union to the Company, will be recognised as such by the Company. These representatives will be allotted a time (at least once a month) to meet with Five Star Management.

34. AGREEMENT DISPLAY

A copy of this Agreement will be on display for all employees, and a copy provided to all current and new employees.

35. GRIEVANCE PROCEDURE

Subject to the NSW Industrial Relations Act 1991, grievances or disputes will be dealt with as follows:

- (a) The employee will in the first instance refer the matter to their immediate supervisor, with an employee representative /delegate if the employee so desires.
- (b) If the matter is not resolved at (a) above, the employee may in the second instance refer the matter to their employee representative/delegate, who will further seek resolution with the employees' immediate supervisor.
- (c) If the matter is still not resolved, the employee, employee representative/delegate and supervisor will refer the matter to the Five Star Manager.
- (d) If agreement is not reached, the matter is then referred to the Union organiser.
- (e) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- (f) While the above procedure is being followed, normal work must continue and the status quo remains.

"Status quo" means the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

- (g) The Company may be represented by an industrial organisation of employers or any other agent it wishes to appoint and the employees may be represented by the National Union of Workers for the purpose of each procedure.

36. RIGHT OF ENTRY

See NSW Industrial Relations Act, 1991.

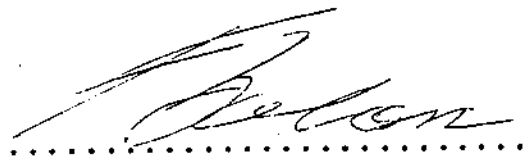
FIVE STAR WHOLESALERS NSW - ENTERPRISE AGREEMENT

37. SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF)
FIVE STAR WHOLESALER PTY LTD)
ACN 007 398 674 AT MOOREBANK)
IN THE STATE OF NEW SOUTH WALES)
ON THE^{19th}.....DAY)
OF ...^{September}.....1995)



SIGNED FOR AND ON BEHALF OF)
THE NATIONAL UNION OF WORKERS,)
NEW SOUTH WALES BRANCH, ON THE)
...^{14TH}.....DAY OF ^{SEPTEMBER})
1995)



APPENDIX A

AGREEMENT BETWEEN FIVE STAR WHOLESALERS PTY LTD

ACN NO. 007 398 674

AND

THE NATIONAL UNION OF WORKERS, NSW BRANCH

This is an Agreement entered into between Five Star Wholesalers Pty Ltd, ACN 007 398 674, a Company having its NSW office at 3 Moorebank Avenue, Moorebank, in the State of New South Wales (hereinafter referred to as the 'Company') and the National Union of Workers, New South Wales Branch (hereinafter referred to as the 'Union') an Industrial Organisation of Employees registered under the New South Wales Industrial Relations Act, 1991, who represent those employees.

The Agreement will be in place for the period specified in the Agreement and will only come into effect in those circumstances where a genuine redundancy situation applies. It provides for a fair and reasonable benefits to be paid to its employees who may for whatever situation be made redundant.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Redundancy benefits under this Agreement are provided for those employees in full time employment with the Company at their warehouse situate at 1 Helles Avenue, Moorebank as at the date that a genuine redundancy situation is notified by the Company to its employees.
2. Such employees are entitled to those benefits detailed in Schedule 1 to the Agreement.
3. This Agreement will remain in place for the duration of the Enterprise Agreement between the parties.



4. As much notice as possible will be given to any employee who is to be made redundant if and when such a situation arise.
5. In the event of a genuine redundancy situation, termination of employees shall be on a scheduled basis to facilitate the continued operation of the Company's operation. Such phase down shall be carried out in consultation with the Union to ensure total fairness to both the Company and employees.
6. During any phase down period, the Company, to meet their customer service requirements shall have unlimited use of casual labour.

Additionally, to ensure that the Company can maintain service levels to retailers in New South Wales and adequately meet increased service commitments, the Company may deliver goods to New South Wales' customers from its warehouse at Knoxfield in Victoria when production commitments of the Moorebank warehouse are behind, provided that there has been prior consultation and agreement with the National Union of Workers, New South Wales Branch.

7. During any phase down period, the Company will give appropriate consideration to the scheduling of an individual's rostered days off to allow an employee to pursue alternate employment.
8. Employees who gain alternate employment, during the phase down period will be required to give the company as much notice as possible to enable the Company to supplement their manning, should this be required.

9. For the purpose of this Agreement and calculation of entitlements as detailed in Schedule One to the Agreement, all payments will be made on the basis of an employee's ordinary weekly rate of pay at the time that a genuine redundancy situation arises.
10. The Company agrees to facilitate on-site access to the Commonwealth Employment Service, in order to assist employees subject of any genuine redundancy situation.
11. The Company cannot give any guarantee of employment to employees and employees who are subject to redundancy will have no preference for re-employment.
12. Nothing in this Agreement shall restrict the right of the Company to dismiss any employee for misconduct. Any employee so dismissed, shall not be entitled to receive any payments which may otherwise have arisen from this Agreement.
13. This Agreement rescinds and replaces all other Agreements between the Company and the Union relating to the redundancy of employees. It shall remain in force for the period specified unless varied by agreement by the parties.

This is a one off Agreement between the Company and the Union and is not to be viewed as a basis for any renewed redundancy agreement or precedent for any further redundancy negotiations.

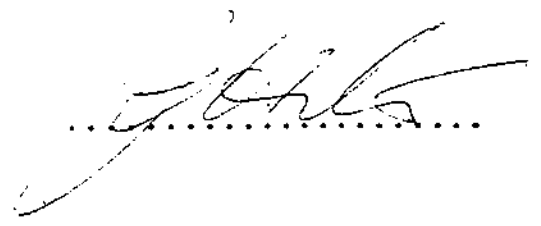
SCHEDULE ONE

1. Four (4) weeks pay for each completed year of permanent service, or part thereof.

Employees forty (40) years of age and over will be paid five (5) weeks for each completed year of permanent service or part thereof.

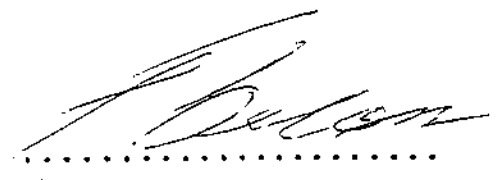
2. Regardless of the period of notice given, four (4) weeks pay in lieu of notice will be paid to all permanent employees made redundant in addition to any period of notice actually given.
3. Payment of all outstanding annual leave with a leave loading of 25%.
4. Payment of all outstanding sick leave entitlements as at the date of separation.
5. Payment of pro-rata long service leave to those employees who have completed twelve (12) months' continuous service at the time of separation. Pro-rata payment will also be made in respect to completed months of service.
6. Superannuation entitlements will be in accordance with the provisions of the L.U.C.R.F. Trustee.
7. The Company will provide a written reference to employees in the form of a statement of employment showing reasons for termination.
8. In the event of the death of an employee who is entitled to these benefits after having been notified of their redundancy, the redundancy remuneration shall be paid directly into the Estate of the deceased.

SIGNED FOR AND ON BEHALF OF)
FIVE STAR WHOLESALERS PTY LTD)
ACN 007 398 674 AT MOOREBANK)
IN THE STATE OF NEW SOUTH)
WALES ON THE^{19th} DAY)
OF ~~September~~ 1995)



.....

SIGNED FOR AND ON BEHALF OF)
THE NATIONAL UNION OF WORKERS,)
NEW SOUTH WALES BRANCH ON THE)
.....^{14th} DAY OF ~~September~~ 1995)



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