

# ENTERPRISE AGREEMENT

NO: E.A. 203 /1996

DATE REGISTERED: 12-7-96

PRICE: \$ 50-00

**CLANCYS (DARLINGHURST) SUPERMARKET  
ENTERPRISE AGREEMENT 1996**

**ARRANGEMENT**

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## 1. DEFINITIONS

- (i) Supermarket shall mean the Clancys Supermarket of 23 Oxford Street, Darlinghurst, NSW.
- (ii) A weekly employee means a full-time or part-time employee.
- (iii) Qualified First Aid Attendant shall mean an employee who is a qualified first aid attendant and is employed to carry out the duties of a first aid attendant.
- (iv) **Part-time Employees** - means a weekly employee who works a regular roster of between 10 and 35 ordinary hours;

Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty eight. The provisions of this agreement with respect to sick leave, holidays, shift allowance and weekend penalties shall apply to part-time employees.

Notwithstanding the above provisions a part-time employee may be offered hours, which are in addition to the employee's regular rostered hours provided that such additional hours are:

- (a) In conjunction with an existing shift or on a non-rostered day.
- (b) Not in excess of daily or weekly maximum hours elsewhere provided in this agreement without the payment of overtime.
- (c) In accordance with the relevant roster principles and
- (d) Paid at the stipulated casual hourly rate of pay plus 1/12th loading, which shall be in lieu of annual leave, sick leave or any other form of leave.
- (e) Split shifts may apply to part-time employees on the following conditions:
  - split shifts will be trialed for one year and shall continue only with agreement from the Company and the Union.
  - split shifts apply only a voluntary basis.
  - there shall be a maximum of two split-shifts worked per week.
  - the minimum shift shall be three hours with a three hour minimum break between shifts.
  - split shifts attract a \$2.50 travel allowance.
  - The Company will notify the Union prior to implementing any proposed split-shifts.
- (v) **Casual Employees** - shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty eight plus 15 per cent with a minimum payment on any one day of three hours and a maximum of ten hours on any one day.
- (vi) **Retail Employee Grade 1** - An employee undertaking induction training in the following areas:

Information on the Company  
Conditions of Employment  
Introduction to Supervisors and fellow workers  
Store Layout  
Work and documentation procedures  
Occupational Health and Safety

An employee at this level performs routine duties essentially of a manual nature and to the level of training.

The duties of Retail Employee Grade 1 may include (but are not limited to):

1. Wrap and/or pack goods, replenish fixture, incidental cleaning and trolley duties
2. Maintain simple records
3. Exercise minimal judgement
4. Uses hand trolleys and pallet movers
5. Works under direct supervision
6. A new Shop Assistant undertaking training and performing Grade 2 duties

Grade 1 positions are: - New Shop Assistant in the first 3 months of employment

- (vii) **RETAIL EMPLOYEE GRADE 2** - An employee in this grade is an employee who has acquired the level of skill and relevant experience gained as a Retail Employee Grade 1 necessary to accept the additional level of responsibility required to be appointed by the employer to a Retail Employee Grade 2.

The employee shall usually be the subject of general supervision, but shall be willing and competent, to the extent required by the employer, to work without direct supervision and to make decisions on an independent basis.

The duties of Retail Employee Grade 2 may include (but are not limited to):

1. Interpret instructions and work from procedures
2. Co-ordinate work in a team environment under general supervision including the giving of advice to Retail Employee Grade 1 employees in respect of their general functions.
3. Responsible for quality of his/her own work
4. Demonstrate sound interpersonal and communication skills
5. Selling of merchandise and customer relations
6. Price goods and ticket goods
7. Receiving and/or movement of stock by use of mechanical equipment
8. Order stock and generally deal with suppliers
9. Answer and respond to telephone enquires
10. Take orders from customers in person or by telephone
11. Detailed and technical product knowledge of stock on display
12. Point of sale systems and procedures

13. Preparation of food, packing and/or wrapping meat, replenish fixtures and incidental cleaning
14. Required to use information technology
15. Demonstrating
16. Ticket writing
17. Merchandising
18. Loss prevention procedures
19. Control of movement of persons, vehicles, goods and/or property

Grade 2 positions eg. - Shop Assistant  
 - Checkout operator  
 - Cashier  
 - System operator  
 - Reserve Stock hand

- (viii) **RETAIL EMPLOYEE GRADE 3** - An employee who is appointed and is required by the employer to perform work at a higher level of skill and who is required to accept additional responsibilities to those required of a Retail Employee Grade 2.

These additional skills and responsibilities may be exemplified by the necessity to provide specialised technical advice, gained by structured training, provided by and deemed appropriate by the employer to qualify the employee for a vacancy in this grade. Employees in this grade are required to supervise a section or department in circumstances where the department manager and/or store manager are absent.

Employees in this grade are capable of and required to assist staff in Grades 1 and 2 with operational problems and provide job specific technical training as directed. Employees at this grade will also perform Grade 1 and 2 duties when required.

Appointment to a Grade 3 vacancy shall be by selection of the employer.

e.g. - Service Supervisor  
 - Section Head  
 - Night Captain

- (x) **RETAIL EMPLOYEE GRADE 4** - An employee who has advanced skills and knowledge gained by the completion of a relevant Trade course.

Appointment to Grade 4 shall be by selection of the employer, in the following Trade:

- Butcher

## 2. **ENGAGEMENT, PAYMENT AND TERMINATION**

- (i) **Proof of Age** - Upon the engagement of an employee, such employee, if required to do so, must furnish a birth certificate. When an employee cannot prove his or her age in the ordinary way, a passport, military or naval discharge or Consular document shall be proof of age.

- (ii) **Time and Payment of Wages** - All wages shall be paid weekly in arrears, by electronic funds transfer, on a day not later than Wednesday of each week.

Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other monies due within seven days of the date of the termination of employment.

(iii) **Termination of Employment**

- (a) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.
- (b) All employees are subject to the successful completion of a one month probationary period.
- (c) The notice periods for termination for both employer and weekly employees is:

| <b>PERIOD OF CONTINUOUS SERVICE</b> | <b>PERIOD OF NOTICE</b> |
|-------------------------------------|-------------------------|
| Less than 1 Year                    | 1 Week                  |
| 1 year and less than 3 Years        | 2 Weeks                 |
| 3 Years and less than 5 Years       | 3 Weeks                 |
| 5 Years and over                    | 4 Weeks                 |

- (d) In addition to the notice prescribed in paragraph (c) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (e) Payment in lieu of the notice prescribed in paragraphs (c) and (d) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (f) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.
- (g) The period of notice in this subclause shall not apply in the case of dismissal for misconduct, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- (h) The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the Company shall have the right to withhold wages due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

- (i) Employment shall not be terminated, except for misconduct, while the employee is legitimately absent from duty on accrued sick leave.
- (j) **Termination Immediately Prior to Holiday** - Subject to subclause (i) of Clause 13, Holidays, an employee after more than two weeks employment whose employment is terminated by the employer on the business day preceding a holiday or holidays, other than for misconduct, shall be paid for such holiday or holidays.
- (k) **Termination Prior to Christmas** - Notwithstanding the provisions of paragraph (c) hereof an employee engaged on or after 1 December in any year whose employment finishes before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same employer is not entitled to payment for the Christmas holidays.
- (l) **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 the employment began and the date of termination. The statement shall be the property of the employee and shall be returned unnoted by any subsequent employer, within seven days of the engagement.
- (m) An employee other than a cleaner shall not be required to clean lavatories.

### 3. APPRENTICESHIP

- (a) After a probationary period of three months, an employer shall employ a junior in retail butchering only as an apprentice or for the purpose of apprenticing the junior to the trade of butchering. Such probationary period, if the junior is apprenticed, shall count as part of the apprenticeship.
- (b) Every contract of apprenticeship hereinafter made shall be in the terms of either the Industrial and Commercial Training Act 1989 or the Vocational Training Act 1989.

### 4. NO EXTRA CLAIMS

It is a term of this agreement that the union undertakes, for the duration of this agreement, not to pursue any extra claims. Both parties recognise that the wages as expressed incorporate payments due under the Minimum Rates adjustment principle.





Provided that where it is alleged by the Union that a change in rosters is contrary to the wishes of the majority of employees or operated unfairly or to the disadvantage of employees, the employer shall give in lieu of seven days notice, 14 days notice, during which time there shall be discussion and where practicable agreement reached with the Union.

Where an employee's roster is changed for a once only event and the roster reverts back to the previous pattern the following week the work shall be paid at overtime rates, except where the change is by mutual agreement.

(v) All weekly employees shall be rostered their ordinary hours of work on any five days of the week, Monday to Sunday inclusive, on the following basis:

(a) A full-time employee on a cycle of 19 working days in four weeks with at least once every two weeks an employee shall be granted two consecutive days off (not including the 19 day month RDO). Provided that by mutual agreement some other roster arrangement may be worked not exceeding 20 days in a four week cycle.

Provided that once every four weeks, an employee who works ordinary hours on a Sunday shall upon request be given three consecutive days off (not including the 19 day month RDO) which shall include Saturday and Sunday. By mutual agreement alternative arrangements may apply.

(b) The minimum number of ordinary hours which may be worked on any one day shall be 3 hours. The maximum number of ordinary hours which may be worked on any one day shall be 10 hours.

(c) There shall not be more than one long day in any week. A long day is defined as a day exceeding nine ordinary hours of work. Provided that by mutual agreement additional long days may apply.

(d) Provided that ordinary hours may be worked on 6 days in one week if in the following week ordinary hours are worked on not more than 4 days.

(vi) There shall not be less than a 10 hour break between finishing work (including overtime) on one day or shift and the commencement of work on the next day or shift.

(vii) The employer shall exhibit the current starting and finishing times for each employee for each day of the week. The employer shall retain superseded notices for 12 months.

## **7. SUNDAY**

- (i) All ordinary hours worked by employees on Sunday between 6.00 am and 6.00 pm shall be paid an additional loading of 50 percent.
- (ii) The loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of sick leave.

## **8. NIGHT WORK**

This clause shall apply to those employees who are rostered to work their ordinary hours which include hours worked outside the spread of ordinary hours as expressed in Clause 6 Hours (ii).

- (i) The loadings prescribed below shall be paid for such ordinary hours worked:-

|          |   |
|----------|---|
| Saturday | 25% - from 6.00pm to midnight Saturday. |
| Sunday   | 75% - from 6.00pm to midnight Sunday.   |

- (ii) Crib Breaks - An employee engaged on night work shall be entitled to a paid crib break of 20 minutes duration. Provided that on any rostered shift exceeding 8 hours a paid crib break of 30 minutes shall be provided.

The loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of sick leave.

## **9. OVERTIME**

- (i) An employee shall be paid overtime for all work as follows:
  - (a) In excess of:
    - (A) 38 hours per week, or
    - (B) An average of 38 hours per week
    - (C) Five days per week [or six days and four days for full-time and part-time employees worked in accordance with Clause 6(v)(d)]
    - (D) In excess of 9 hours on any one day. Provided that on one day per week up to ten hours be worked without the payment of overtime. By mutual agreement additional days of up to ten ordinary hours may be worked without the payment of overtime.
    - (E) 35 hours per week for a part-time employee
  - (b) Before an employee's regular commencing time on any one day.

- (c) After the employee's regular ceasing time on any one day.
- (d) As prescribed by clause 6 (iv).
- (ii) Overtime shall be paid at the following rates:
  - (a) Monday to Saturday: first two hours at time and one half, double time thereafter.
  - (b) Sunday: double time (minimum payment of three hours).
  - (c) Public Holidays: double time and one half.
- (iii) By mutual agreement the rate for overtime may be time off in lieu of overtime provided that:
  - (a) Time off shall be calculated at the penalty equivalent.
  - (b) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
  - (c) Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.
- (iv) Employees who work overtime on their day off shall be paid at the overtime rate with a minimum engagement of three hours.

#### **10. MIXED FUNCTIONS**

An employee appointed by the employer to perform work for which a higher rate than the employee's ordinary rate is prescribed by this agreement shall be paid the higher rate for the time so worked, and if so engaged for more than four hours shall be paid the higher rate for the whole of the day.

#### **11. MEAL BREAKS AND REST PAUSES**

- (i) Rest pauses are paid breaks and shall be counted as time worked. No rest pause shall be given or taken within one hour of the employees commencing or ceasing time or within one hour before or after a meal break.
- (ii) Meal breaks are unpaid breaks and shall not be counted as time worked.
- (iii) Each employee who works more than four hours on any day shall be allowed a rest pause of 10 minutes. The rest pause shall be taken at a time arranged by the Company.
- (iv) An employee who works more than five hours on any day shall be allowed both a rest pause of ten minutes and a meal break of between 45 and 60 minutes. Provided that where agreement exists between the employee and the Company a meal break of 30 minutes may apply.
- (v) No employee shall work more than five consecutive hours without a meal break.

- (vi) The rest pause shall be taken during the longest unbroken part of such shift where one meal break is taken.
- (vii) An employee who works more than eight hours shall be entitled to two rest pauses.

## **12. MEAL ALLOWANCES**

An employee required to work overtime, without the employee being notified the day prior of the requirement to work overtime and thereby becomes entitled to a second meal break, shall be paid a meal allowance of \$8.00.

## **13. HOLIDAYS**

- (i) A weekly employee shall be entitled to the following holidays with the number of ordinary working hours that the employee would have worked had the day not been a holiday:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Picnic Day, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day.

Provided that any day proclaimed as a holiday for the State of NSW shall be a holiday.

Provided that any employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a Public Holiday or Holidays shall be paid for such Holiday or Holidays as if the roster had not been changed.

- (ii) Picnic Day is the first Tuesday in November of each year.
- (iii) An employee absent without leave on their last working day before or their first working day after any holiday shall be liable to forfeit wages for the day of absence as well as for the holiday except where an 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 absence.
- (iv) Work done on any of the holidays prescribed in subclause (i) hereof shall be paid for at the rate of double time and one half with a minimum payment of three hours.
- (v) Provided that where an employee is rostered so that the employee does not work ordinary hours on the same days each week and the employee's rostered day off falls on a day prescribed as a holiday in this sub-clause the employee shall be paid by mutual agreement between the employer and the employee in one of the following methods:

- a) Payment of an additional day's wage;
  - b) Addition of one day to the employee's annual holidays;
  - c) Another day may be allowed off with pay to the employee within twenty-eight days after the holiday falls, or during the week prior to the holiday.
- (vi) Where an employee volunteers to work on the picnic day, such employee shall then be given another day off without loss of pay. Such alternate day shall be given and taken not later than 28 days after the nominated day on a day mutually agreed between the employer and the employee. Provided that in no circumstances shall an employee forfeit their entitlement to the additional holiday and should such extenuating circumstances arise where the day is not taken as prescribed above it must be given and taken on a day without loss of pay added to the employee's next period of annual leave.

Provided further that where an employee's employment terminates prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.

#### **14. SICK LEAVE**

- (i) A weekly employee who, subject to subclause (ii) of this clause, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance subject to the following:
- (a) An employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
  - (b) An employee shall not be entitled during the first year of service to sick pay for more than 38 hours and during the second or subsequent years of service to sick pay for more than 61 hours. Any period of paid sick leave allowed by the employer to an employee in any year of service shall; be deducted from the period of sick leave which may be allowed or may be carried forward under this agreement in or in respect of such year;
  - (c) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer.
- (ii) The payment for any absence on sick leave in accordance with this clause during the first three month 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.
- (iii) The granting of sick leave shall be subject to the following conditions and limitations:

- (a) The employee shall, inform the employer where practicable of the inability to attend for duty, prior to the commencement of the shift and, as far as possible, state the nature of the illness or injury and the estimated duration of the absence.
  - (b) The employee shall furnish to the employer such evidence as the employer reasonably may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
  - (c) For the purposes of this clause as it relates to weekly employees "day" shall mean the number of hours the employee would have worked on the day on which the employee was absent, had the employee not been sick.
- (iv) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (a) Any absence from work on leave granted by the employer, or
  - (b) Any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.

#### **15. COMPASSIONATE LEAVE**

An employee shall on the death of a wife, husband, father, mother, stepfather, stepmother, parent-in-law, grandparent, child, stepchild or grandchild, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relative 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. Proof of such death shall be furnished by the employee to the satisfaction of the employer, 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 the employee shall be entitled to one day only, unless the employee can demonstrate to the employer that additional time up to a period of three days is justified. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the words "wife" or "husband" shall not include a "wife" or "husband" from whom the employee is separated but shall include a person who lives with the employee as a de facto "wife" or "husband" as the case may be.

#### **16. JURY SERVICE**

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirements 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.

## **17. ANNUAL HOLIDAY LOADING**

- (i) In this clause the Annual Holidays Act, 1944 is referred to as "the Act".
- (ii) Before an employee is given and takes annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday under the Act (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) where such a holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: See subclause (vi) as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate period as the case may be stated in subclause (iv) at the rate per week of 17.5 percent of the appropriate ordinary weekly time rate of pay prescribed by Clause 25, Wages, or the appropriate junior percentage rate of this agreement, for the classification in which the employee was classified when the loading is paid. Such wage shall also include payments under Clause 26, Allowances, where applicable but shall not include other allowances, penalty rates, overtime rates or any other payments prescribed by this agreement.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the rates of wages payable on that day.
- (vii) (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he has become entitled, the employee shall be paid a loading calculated in accordance with subclause (v) for the period not taken.

- (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.
- (viii) Provided that, if the amount to which the employee would have been entitled by way of night work and/or weekend loadings for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

## **18. BLOOD DONOR LEAVE**

A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

Provided further that such employee shall arrange for the absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of the ordinary working hours.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer.

Further the employee shall notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

## **19. UNIFORMS, PROTECTIVE CLOTHING**

Where an employee wears a uniform, cap, coat, or overall the same shall be provided by the employer and shall be laundered by the employer-at the employer's expense. Provided that, where by mutual agreement the laundering is done by the employee or the employer having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid the allowances set out in subclause (iii) of Clause 26, Allowances of this agreement.

## **20. FACILITIES**

- (i) **First Aid Outfit** - An employer shall provide a first aid outfit which shall be under the control of the owner or manager or other appointed person.
- (ii) **Lockers** - Where practicable, an employer shall provide locker accommodation for each employee. Lockers, where provided shall be maintained in good working order.
- (iii) **Dining Accommodation** - Where practicable, an employer shall provide a room containing adequate seating accommodation with a sufficient supply of hot water to allow employees to partake of meals during their meal break.



- (iv) **Notice Board** - A notice board of reasonable dimensions upon which an accredited representative of the industrial union of employees bound by this agreement shall be permitted to post formal union notices signed by the Secretary of the union. Provided that such notices shall be referred to the employer before being posted on the notice board. Any notice posted on a board not so signed or not referred to the employer may be removed by an accredited representative of the union concerned or by the employer.

## 21. NOTATIONS

- (i) **Annual Holidays** - see Annual Holidays Act, 1944.  
Provided that a full-time employee shall be entitled to not less than a total period of annual leave equivalent to 152 ordinary hours of work and pro-rata thereof in the case of part-time employees.
- (ii) **Long Service Leave** - see Long Service Leave Act, 1955.
- (iii) **Parental Leave** - see N.S.W. Industrial Relations Act, 1991, Division 3 of Part 2, Chapter 2.
- (iv) **Redundancy** - see Retail Industry (State) Redundancy Award.
- (v) **Trainees** - see Retail Industry Training Wage (State) Award.
- (vi) **Manual handling procedures** will be consistent with the Occupational Health, Safety (Manual Handling) Regulations 1991.
- (vii) **Superannuation** - see Retail Industry (State) Superannuation Award.

## 22. SETTLEMENT OF DISPUTES AND GRIEVANCES

In the first instance any issue in dispute will be discussed and, where possible resolved between the employees and management.

When required, a delegate nominated and approved by the Shop, Distributive and Allied Employees Association NSW Branch and an appropriate Company representative will assist in the resolving of the dispute.

Should an issue remain unresolved, the appropriate Shop, Distributive and Allied Employees Association NSW Branch official and Company representative will then become involved. This may involve senior Union officials and a management meeting, as required, to seek to resolve any dispute.

If the matter still cannot be resolved, the matter will be referred to the Industrial Relations Commission of New South Wales.

There is an obligation on the Shop, Distributive and Allied Employees Association NSW Branch to use its best endeavours to ensure that at all times work will continue and that consideration of the needs of the enterprise will remain as a priority.

## 23. UNION RECOGNITION AND UNION MEMBERSHIP

- (i) It is the recommendation of Clancys that all its employees subject to this agreement join the Shop, Distributive and Allied Employees Association NSW Branch. Accordingly, the Company undertakes to positively promote union membership at the point of recruitment by strongly recommending that all employees join the Shop, Distributive and Allied Employees Association.
- (ii) All employees shall be given an application form to join the Shop, Distributive and Allied Employees Association NSW Branch at the point of recruitment.
- (iii) Clancys undertakes upon authorisation to deduct Union membership dues, as levied by the Shop, Distributive and Allied Employees Association NSW Branch in accordance with its rules, from the pay of employees who are members of the Shop, Distributive and Allied Employees Association NSW Branch. Such monies collected will be forwarded to the Shop, Distributive and Allied Employees Association NSW Branch of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members accounts.

## 24. AREA, INCIDENCE AND DURATION

- (a) This Agreement is made between Davids Distribution Pty Limited trading as Clancys Supermarket and the Shop Distributive and Allied Employees Association, NSW Branch and applies to all graded employees and all their conditions of employment employed by Clancys and to the extent that it is inconsistent with any other award or agreement this agreement shall prevail.
- (b) Both of the above parties accept that this agreement was reached without duress.
- (c) This agreement shall take effect from the date it is ratified by the Industrial Registrar of N.S.W. and shall remain in force for a period until 7 September 1997.

## 25. WAGES

- (i) The minimum rate of pay for each classification is:

| GRADE | POSITION  | CURRENT RATE | ON RATIFICATION | 2ND INCREASE<br>4 November, 1996 | 3RD INCREASE<br>5 May, 1997 |
|-------|---|--------------|-----------------|----------------------------------|-----------------------------|
| 1     | - New Shop Assistant  | \$392.00     | \$401.80        | \$411.60                         | \$421.40                    |
| 2     | - Reserve Stock Hand<br>- Shop Assistant<br>- Systems Operator<br>- Cashier | \$406.80     | \$417.00        | \$427.10                         | \$437.30                    |
| 3     | - Service Supervisor<br>- Section Head<br>- Night Captain                   | \$415.50     | \$425.90        | \$436.30                         | \$446.70                    |
| 4     | - Butcher   | \$442.20     | \$453.30        | \$464.30                         | \$475.40                    |

- (ii) **Junior Employees** - Junior employees shall receive the following percentages of the appropriate adult rate prescribed in subclause (i) hereof with respect to Grades 1 and 2. Such wage rates shall be calculated to the nearest ten cents.

| AGE                   | PERCENTAGE |
|-----------------------|------------|
| Under 16 years of age | 40         |
| At 16 years of age    | 50         |
| At 17 years of age    | 60         |
| At 18 years of age    | 70         |
| At 19 years of age    | 80         |
| At 20 years of age    | 90         |

- (iii) Apprentices shall receive the following percentages of the grade 4 rate in sub-clause (i) hereof: Such wage rates shall be calculated to the nearest ten cents.

| YEAR OF APPRENTICESHIP | NSW       |
|------------------------|-----------|
|                        | %         |
| <b>First year</b>      | <b>50</b> |
| <b>Second year</b>     | <b>65</b> |
| <b>Third year</b>      | <b>85</b> |
| <b>Fourth year</b>     | <b>95</b> |

## 26. ALLOWANCES

- (i) The rates set out in the following items shall be paid in addition to the appropriate rate prescribed in Clause 25, Wages, of this agreement in the case of full-time employees and a pro-rata amount in the case of casual and part-time employees:

Qualified first aid attendant                      \$ 1.18 per day (\$1.22 as at 5 May, 1997)

- (ii) An employee who attends an appropriate course of training at a Technical College at the request of the employer shall be reimbursed at the completion of the course, if successful, the fees for such course.

### Laundering Allowance:

- (iii) Where the laundering of a uniform is done by the employee, a full-time employee shall be paid an amount of \$6.75 per week (\$7.00 as at 5 May, 1997); casual or part-time employees shall be paid \$2.25 per week (\$2.35 as at 5 May, 1997). Where articles laundered are made of nylon or other similar material which does not require ironing, full-time employees will be paid an amount of \$3.85 (\$4.00 as at 5 May, 1997); casual and part-time employees shall be paid \$1.30 per week (\$1.35 as at 5 May, 1997).
- (iv) Freezer and Dairy Allowance and Conditions
- (1) Employees whose primary function is the handling or loading of goods into or out of freezer rooms or freezer cabinets (i.e. a room or cabinet with an inside temperature falling below 0 degrees Celsius) shall:
- (a) Be paid a disability allowance of \$5.70 per week (\$5.90 as at 5 May, 1997) in the case of full-time employees and a pro rata amount in the case of casual and part-time employees.
- (b) When working in freezer rooms be provided with the following protective clothing:
- (i) Fully insulated parka with hood;
- (ii) Fully insulated protective gloves;
- (iii) Fully insulated protective trousers (upon request).
- (2) (a) Employees whose primary function is the handling or loading of goods into or out of freezer cabinets shall be provided with fully insulated protective gloves and upon request a fully insulated parka.
- (b) Employees whose primary function is the handling or loading of goods into or out of dairy cabinets shall be provided with fully insulated protective gloves.
- (3) Items of protective clothing detailed in this clause shall be laundered by the employer at the employer's expense.

### **27. UNIFORMS, CODE OF DRESS AND PROTECTIVE CLOTHING**

- (i) Where an employee wears a uniform, cap, coat, overall or other uniform dress the same shall be provided by the Company and shall be laundered by the Company at the Company's expense. Provided that, where by mutual agreement the laundering is done by the employee or the Company having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid the allowances set out in clause 26(iii).

- (ii) The following dress code shall apply:
  - (a) The Company has the right to identify a preferred code of dress for employees, including the colour of clothing.
  - (b) Colour is not compulsory.
  - (c) It is expected that employees be dressed in a clean, tidy, business-like fashion.
- (iii) Suitable protective clothing shall be provided, upon request, to employees who are required to load or unload trucks or customers' vehicles.

## **28. TRADE UNION TRAINING AND STORE MEETINGS**

- (i) The Company agrees to two days paid leave for one delegate each year to undertake an authorised trade union training course.
- (ii) Such leave is non-cumulative.
- (iii) Delegates have the right to decide on attendance at such trade union training.
- (iv) The union may conduct two paid meetings per year, for 15 minutes

## **29. POSTING OF AGREEMENT**

An up to date copy of this Agreement and any variations made thereto shall be posted in a prominent position at the workplace.

## **30. RENEGOTIATION OF THE AWARD**

The parties to this Agreement will commence negotiations for a new Agreement no later than three months prior to the expiry of this Agreement.

## **31. RENOVATIONS**

- (i) As soon as practicable after a decision has been made to undertake the renovations of premises the Company shall notify the following:
  - The workplace occupational health and safety committee;
  - The employees affected;
  - The Union.
- (ii) The Company shall take appropriate measures to minimise and, where possible, eliminate any disabilities caused by the renovations.

- (iii) Where an issue or disagreement arises regarding the renovations, such issue or disagreement shall be resolved by taking the matter through the following procedures until it is settled:
  - (a) Discussions between the Union and the Company
  - (b) Discussions between the Union and the Retail Traders' Association of New South Wales.
  - (c) Referral of the matter to the Industrial Registry and/or the Occupational Health, Safety and Rehabilitation Council.

### 32. FAMILY LEAVE

- (i) Paid Family Leave will be introduced for employees who need to take time off from work for unforeseen family emergencies.
- (ii) Unforeseen emergency means a situation in which no prior knowledge was possible or available to the employee.
- (iii) Such leave is non-cumulative.
- (iv) Such leave requires production of satisfactory evidence of illness.
- (v) If the reason for Family Leave is not illness - then "make up time" will be provided without payment.
- (vi) The employees seeking to take Family Leave must be responsible for the care of the family member concerned and the family member must be a member of the employee's household.
- (vii) Family Leave will be introduced in the following manner:

|                       |                     |
|-----------------------|---------------------|
| 1st Year of Agreement | 1 Day Family Leave  |
| 2nd Year of Agreement | 2 Days Family Leave |
| 3rd Year of Agreement | 3 Days Family Leave |

### 33. SUPPORTED WAGES

#### Definition

- (a) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
  - (i) 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".
  - (ii) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.