

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/57

TITLE: Woolworths Limited and Woolstar Pty Limited Warehouse
Maintenance Enterprise Bargaining Agreement

I.R.C. NO: 2001/6778

DATE APPROVED/COMMENCEMENT: 30 October 2001/23 October 2001

TERM: 23 October 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA99/295

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of Woolworths Limited, Woolstar Pty. Limited, located at Yennora Warehouse, Moorebank Warehouse and Homebush Warehouse.

PARTIES: Woolworths Limited -&- Ateeq Ahmed, Ankush Chavan, Bruce Delandro, Alan Griffiths, Peter Griffiths, George Jarzyna, Victor Lal, Kenneth Laughlin, Richard Mulvey, Brent Payne, Ravinesh Ram, Paul Renton, Raju Sagayaraj, Peter Smith, George Stamoudis, Sami Tom, Simon Twomey, Barry Walsh and Clive Woodward



WOOLWORTHS LIMITED AND WOOLSTAR PTY. LIMITED WAREHOUSES

MAINTENANCE ENTERPRISE BARGAINING AGREEMENT

FILED

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1 BASIS OF AGREEMENT

- 1.1 This agreement shall apply to employees as defined Clauses 2.9, 2.10, 2.11 and 2.12 of Woolworths Limited, Woolstar Pty. Limited at the sites named in sub clause 1.2.
- 1.2 This agreement regulates, in whole and exclusively, the conditions of employment of all maintenance employees of Woolworths Limited and Woolstar Pty. Limited, to the exclusion of the Metal and Engineering Industry (NEW SOUTH WALES) Interim Award, employed at ;
- | | |
|---------------------|--------------------------------------------|
| Yennora Warehouse | Cnr Fairfield & Dursley Roads Yennora NSW. |
| Moorebank Warehouse | 7 Centenary Avenue Moorebank NSW. |
| Homebush Warehouse | 2-7 Underwood Road Homebush NSW. |
- 1.3 The parties hereto by and through this agreement declare that the agreement was freely entered into and neither party hereto suffered under any duress from the other party hereto.
- 1.4 The agreement is in full settlement of all rights between the parties and all pre-existing disputes are subsumed within it.
- 1.5 The agreement will commence from the beginning of the first pay period on or after 23/10/01 and shall remain in force until 23/10/03.
- 1.6 Negotiations for any extension or new agreement will commence two months prior to 23/10/03.

2 DEFINITIONS

2.1 "Full Time Employee"

An employee who works on a regular roster totalling 36 hours per week averaged over a 2 week cycle.

2.2 "Part Time Employee"

An employee who works on a regular roster, a minimum of 16 hours and a maximum of 32 hours per week.

2.3 "Casual Employee"

An employee who works on an on-call basis.

2.4 "Fixed Term"

An employee engaged as either a full-time or part-time employee for a specific period in replacement of an employee on authorised leave. A fixed term employee shall be advised in writing upon commencement, of the date of termination of such employment.



2.5 "Day Worker"

An employee who commences and completes a rostered shift between the hours of 6.00 am. and 6.00 pm. Monday to Sunday inclusive.

2.6 "Shift Worker"

An employee who commences a rostered shift before 6.00 am. or completes a rostered shift later than 6.00 pm Monday to Sunday inclusive.

2.7 "Afternoon Shift"

means a shift finishing during the period after 6.00 pm. and at or before midnight.

2.8 " Night Shift"

means a shift finishing during the period after midnight or before 8.00 am.

2.9 "Maintenance Trades Assistant"

An employee who provides a competent maintenance service and support to the maintenance staff as directed by the Maintenance Manager.

2.10 "Maintenance Trades Person Grade 3"

An employee who provides a competent maintenance service as directed by the Maintenance Manager, and has limited knowledge on equipment used in the operation.

2.11 "Maintenance Trades Person Grade 2"

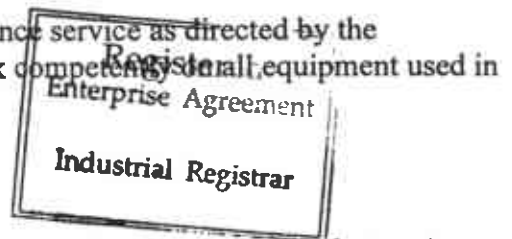
An employee who provides a competent maintenance service as directed by the Maintenance Manager and is able to perform work competently on all equipment used in the operation.

2.12 "Maintenance Trades Person Grade 1"

An employee who performs the duties of a Maintenance Trades Person Grade 2 and in addition is able to advise and assist in all aspects of repairs to equipment used in the operation and is also engaged in the supervision of Maintenance Trades Persons on a nominated shift insuring minimum down time of machinery and the compilation of workshop service sheets with accurate labour and parts usage recorded for all plant repairs.

2.13 "A Week"

For all purposes of this agreement a week shall be an average of 36 hours over a 2 week cycle Monday to Sunday inclusive.



2.14 "Work Roster"

A schedule indicating the days and hours an employee is to report for duty to complete a 2 week work cycle.

2.15 "Rostered Shift"

A shift forming part of the work roster where an employee is required to report for duty.

2.16 "Rostered Day Off"

The day off arising from the working of ordinary hours in a 19-day four-week cycle.

3 HOURS OF WORK

3.1 Ordinary Hours - Full Time Employees

Full time employee's ordinary hours shall not be less than 6 hours per day or more than 9 hours per day. The number of shifts per week will not exceed 5, Monday to Sunday inclusive and will be no more than nine in a two week cycle unless by mutual agreement. The shifts shall be worked consecutively unless by mutual agreement.

3.2 Ordinary Hours - Part Time Employees

Part time employee's ordinary hours shall not be less than 4 hours per day or more than 9 hours per day. The number of shifts per week will not exceed 5, Monday to Sunday inclusive.

3.3 Casuals

A casual employee will be employed to work a minimum of 4 hours and a maximum of 9 hours in each working shift.

3.4 Day Worker

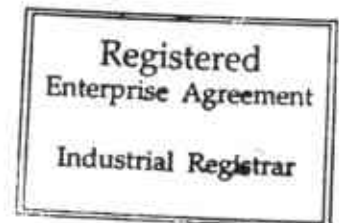
A day worker's ordinary hours is exclusive of meal breaks.

3.5 Shift Worker

A shift worker's ordinary hours is inclusive of meal breaks.

3.6 Commencing and Ceasing Times

The time of commencing and ceasing shift having been determined may be varied by mutual agreement or in the absence of agreement by 7 days notice of the alteration given by the Company to the employee.



3.7 Saturday and Sunday Work

Saturday and Sunday shall form part of an employees work roster provided the existing full time employees as at 23 October 1995 shall retain the right to work Saturday and Sunday on a roster based on mutual agreement between the Company and the employee. However, all Woolworths Limited and Woolstar Pty Limited employees employed prior to the above mentioned date shall maintain the right to carry out the 36 hour work cycle from Monday to Friday.

3.8 Saturday Allowance

A day worker whilst working Saturday as part of their work roster shall be paid an allowance of 60% in addition to the ordinary rate provided for in clause 5 wages.

3.9 Sunday Allowance

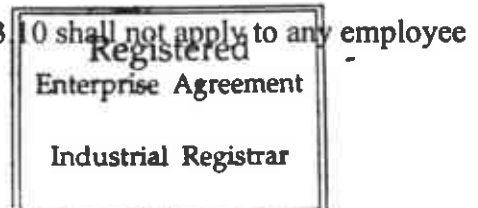
A day worker whilst working Sunday as part of their work roster shall be paid an allowance of 100% in addition to the ordinary rate provided for in clause 5 wages.

3.10 Public Holiday Allowance

A day worker whilst working a public holiday as part of their work roster shall be paid an allowance of 200% in addition to the ordinary rate provided for in clause 5 Wages.

3.11 Exceptions

The allowances provided for in Clauses 3.8, 3.9 and 3.10 shall not apply to any employee whilst absent on accrued sick leave.



4 SHIFT WORK

- 4.1 A shift worker whilst on afternoon shift shall be paid a shift allowance of 17.5% in addition to the ordinary rate provided for in clause 5 wages.
- 4.2 A shift worker whilst on night shift shall be paid a shift allowance of 27.5% in addition to the ordinary rate provided for in clause 5 wages.
- 4.3 A shift worker working on a Saturday afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 60% in addition to the shift allowances in Clauses 4.1., 4.2.
- 4.4 A shift worker working on a Sunday afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 100% which substitutes for the shift allowances in Clauses 4.1., 4.2.

- 4.5 Where shifts commence between 11:00 pm and midnight the time so worked before midnight shall not entitle the employee to any allowances applicable to that day, provided that the time worked between 11:00 pm and midnight is applied to any allowance applicable to the day in which the majority of the shift is worked. Where shifts fall partly on two days, the day the major portion of the shift falls on shall be regarded as that day.
- 4.6 Shift allowances provided in Clauses 4.3 and 4.4 shall not apply to any employee whilst absent on accrued sick leave. All other shift allowances prescribed by this Clause shall apply to any employee absent on accrued sick leave.
- 4.7 Shift allowances shall be payable for absence on annual leave in accordance with Clause 13 hereof.

5. WAGES

- 5.1 The wages payable as at 23/10/01 represent a 4% increase on the wages paid as at 23/10/00 effective 23/10/01.
- 5.2 The wages payable as at 23/10/02 represent an 8% increase on the wages paid as at 23/10/00 effective 23/10/02.
- 5.3 The wages include a consideration for laundry expenses . These wages will be referred to as the ordinary rates.
- 5.4 The wage rates contained in this clause are total weekly rates of pay for full time employees inclusive of the basic wage.
- 5.5 Rate of pay per week for full time employees:-

Classification	Current	As at 23/10/01	As at 23/10/02
Trades Assistant	615.84	640.47	665.11
Trades Person Grade 3	636.18	661.63	687.07
Trades Person Grade 2	680.64	707.87	735.09
Trades Person Grade 1	709.88	738.28	766.67
Meal Money	8.59	8.93	9.28



6. PAYMENT OF WAGES

- 6.1 Wages will be paid weekly on a day not later than Thursday of each week, for the pay week finishing the previous Sunday.

- 6.2 Payment for all employees shall be via electronic funds transfer to an acceptable financial institution.
- 6.3 Employees shall advise a financial institution and account number at the time of employment and may nominate a second account for a standard deduction.
- 6.4 Government charges associated with the deposit and one withdrawal by electronic funds transfer shall be paid by the employer.
- 6.5 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.

7 CASUAL EMPLOYEES

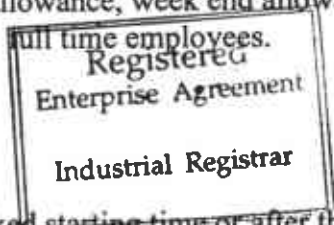
- 7.1 A casual employee may be employed for not less than 4 hours each start and not more than 9 hours at the ordinary hourly rate which is equivalent to one thirty sixth of the ordinary weekly rate plus 15% casual loading.
- 7.2 Casual employees shall be paid in accordance with the provisions of the agreement with respect to shift allowances, weekend allowances and public holiday allowances in addition to the 15% casual loading.
- 7.3 In accordance with the NSW Annual Holidays Act 1944, casuals will receive one twelfth of their ordinary hourly rate in lieu of annual leave.

8 PART TIME EMPLOYEES

- 8.1 Part time employees shall be paid an ordinary hourly rate equal to the appropriate ordinary weekly rate divided by 36. The provisions of this agreement with respect to sick leave, bereavement leave, annual leave and holidays shall apply on a pro rata basis.
- 8.2 The provisions of this award with respect to shift allowance, week end allowances, public holiday allowances and overtime shall apply as for full time employees.

9 OVERTIME

- 9.1 Overtime shall mean all time worked before the ~~fixed starting time~~ or after the fixed finishing time of an employees rostered shift, or in excess of an average thirty six hours per week and shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter, except those employees working Sunday as part of their normal rostered shift, shall be paid as per sub clause 9.2 of this agreement.
- 9.2 Overtime on a Sunday shall be paid for at the rate of double time and a half with a minimum payment of 4 hours, for those workers not working as part of their normal rostered shift.



- 9.3 Overtime on a Saturday will be paid at the rate of time and one half for the first 2 hours and double time thereafter with a minimum payment of 4 hours, for those workers not working as part of their normal rostered shift.
- 9.4 The employer may require employees to work reasonable overtime to meet the needs of the business.
- 9.5 When overtime is worked it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of the successive day.
- 9.6 An employee (other than a casual employee) who works so much overtime between the termination of ordinary hours on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.7 If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at overtime rates until released from duty for such period.
- 9.8 This sub clause shall not apply in respect to overtime worked on days when the employee is not rostered to work.
- 9.9 Employees working overtime on public holidays except Christmas Day and Good Friday will be paid double time for hours worked in addition to the ordinary hourly rate with a minimum of 4 hours.
- 9.10 Employees working overtime on Christmas Day or Good Friday shall be paid triple time for hours worked in addition the ordinary hourly rate with a minimum of 4 hours.

10 MEAL AND REST BREAKS

10.1 **Meal Break**

All employees working in excess of 5 hours shall be allowed a thirty minute period for a meal break. The time shall be fixed by the employer but once having been fixed shall not be altered without seven days notice or by mutual agreement. The meal break will be an unpaid break for day workers and will be a paid break for shift workers.

10.2 An employee employed as a maintenance person shall work during meal breaks at ordinary rates of pay when ever instructed to do so for the purpose of making good breakdown of plant or routine maintenance of plant which can only be done whilst such plant is idle.

10.3 Five minutes wash up time is permitted at the end of each shift and prior to meal breaks.



10.4 Rest Breaks

Employees shall continue to take rest breaks in accordance with the practice existing in each of the warehouses as at 25 May 1995 provided that any employee working a 9 hour shift shall receive no less than 2 rest breaks.

10.5 An employee working overtime shall be allowed a paid meal break of 20 minutes after each 5 hours of overtime worked.

10.6 Should overtime continue in excess of 5 hours a paid meal break of 20 minutes shall be allowed for each subsequent completed 5 hours worked the said 5 hours to be calculated from the time of each recommencement of work.

10.7 An employee required to work 8 hours or more overtime on a rostered day off or a non rostered public holiday may be allowed the usual week day meal break and in that case, the provisions of sub clause 10.5 and 10.6 do not apply.

10.8 Provided that the employer and employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.

11 MEAL ALLOWANCE

11.1 An employee required to work overtime beyond 1 hour, before or after a rostered shift shall be paid a meal allowance of \$8.93 as at the date of the agreement. This meal allowance shall be paid by EFT included in the payment of weekly wages, as an after tax payment. This allowance will be indexed with future wage increases.

11.2 Should an employee undertake to work overtime nominated by the Company then fail to work the full period of overtime they shall forfeit the right to payment for the meal allowance.

12 HOLIDAYS

12.1 All statutory or gazetted public holidays observed generally throughout the state of New South Wales being New Year's Day, Australia Day, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Boxing Day and agreed Picnic Day being Easter Tuesday, shall be worked if they form part of an employee's normal working roster.

12.2 The statutory or gazetted public holidays Christmas Day and Good Friday, will be observed as public holidays.

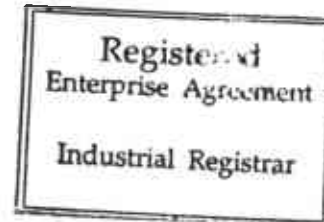
12.3 If employees are rostered to work on a public holiday, 7 days notice will be provided if the Company does not require the employee to work. Notwithstanding the giving of such notice, employees rostered to work on a public holiday shall be paid their ordinary rate of pay for that day.

12.4 Employees working on public holidays as part of their normal work roster other than Good

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Friday and Christmas shall be paid 200% for hours worked in addition to the ordinary hourly rate with a minimum of 4 hours. This rate shall substitute for any shift or week end allowances.

- 12.5** Employees working on Christmas Day or Good Friday shall be paid 300% for hours worked in addition to the ordinary hourly rate with a minimum of 4 hours. This rate shall substitute for any shift or week end allowances.
- 12.6** Where a full time employee who is entitled to an RDO and such RDO falls on a public holiday, the employee, with the mutual agreement between the Company and the employee may elect to :-
- (i) Take an alternate day in lieu.
 - (ii) Have one day added to annual leave
- 12.7** An employee absent without leave on the day before or the day after any holiday shall forfeit payment for such holiday except where the employer is satisfied by a medical certificate. Provided an employee absent on one day only either before or after a group of holidays shall forfeit wages for only one holiday.
- 12.8** The Picnic Day is not to be considered a closed day for the industry. Those full time employees who are employed as at the 23rd October with the mutual agreement between the employer and the employee may elect to:-
- (i) Have one day added to annual leave.
 - (ii) Take an alternative day in lieu.
- 12.9** Part-time employees who are employed as at the 23rd October will be paid for the Picnic Day on a pro-rata basis.



13 ANNUAL LEAVE

- 13.1** See Annual Holidays Act, 1944.
- 13.2** An employee at the time of commencing annual leave, in accordance with the said Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable of 25%, calculated on the ordinary weekly time rate of pay and shall include any shift allowances but shall not include commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this agreement.
- 13.3** The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee is outstanding at the time of termination.
- 13.4** The provisions of clause 13.3 shall not apply where an employee is dismissed for misconduct nor shall it apply to pro rata holiday pay paid on termination of employment.

14 LONG SERVICE

See Long Service Leave Act 1955.

15 SICK LEAVE

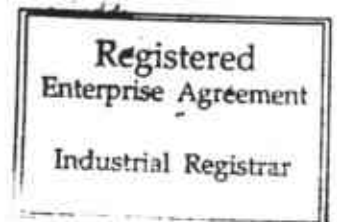
15.1 An employee who after not less than 3 months continuous service with the employer, is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers' Compensation Act 1987, not due to their own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendances. Provided, that once an employee has had three months continuous service with the employer they shall be paid for the time of such non-attendance during the first 3 months. Provided however, that they shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.

15.2 The employee shall prior to the commencement of such absence or as soon as possible, inform the employer of their inability to attend for duty and as far as possible, state the nature of injury or illness and the estimated duration of the incapacity.

15.3 The employee shall not be entitled to payment unless the employee provides proof, satisfactory to the Company, that the employee was unable on account of such illness to attend for duty on the day or days for which payment under this clause is claimed.

15.4 The employee shall not be entitled to sick leave in excess of the following:-

:-	In the first year	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



The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in a subsequent year of employment.

15.5 An employee who is absent without leave on the working day before or after a rostered day off shall be liable to forfeit wages for the working day except where the employee produces medical evidence that is satisfactory to the employer, to the extent that their absence was caused through personal illness or injury.

15.6 No employee shall be retired on the grounds of ill health until their accumulated sick leave credits have been exhausted or unless the cash value of the accumulated sick leave credit has been paid to the employee on termination of employment.

15.7 Entitlements within this clause do not extend to an employee on their rostered days off.

- 15.8 Employees under this agreement shall in any year of employment be allowed the first 3 separate single days absence on account of personal illness or injury without production of proof of such illness or injury.
- 15.9 All other sick leave shall be subject to proof as provided in sub clause 15.3.
- 15.10 All employees shall when returning to work after an absence, report to their respective supervisor and where necessary inform the supervisor of the reason for the absence.
- 15.11 Provided that where a Company has reasonable proof to suspect that an employee has abused their entitlements under this sub-clause the Company and the Union shall investigate and discuss the matter.

16 BEREAVEMENT LEAVE

- 16.1 An employee on the death of a person described in clause 35.1(c)(ii) will 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 3 ordinary days work. In the case of attendance of a funeral of such relation outside Australia such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 5 ordinary days work. Proof of such death shall 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.
- 16.2 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 they can demonstrate to the Company that additional time up to a period of three days was justified.
- 16.3 Provided 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.
- 16.4 For the purpose of this clause, the word "spouse" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.
- 16.5 Entitlements under this clause do not extend to an employee on their rostered day off.

17 WORKERS COMPENSATION

- 17.1 See Workers Compensation Act, 1987

18 PARENTAL LEAVE

- 18.1 See Parental Leave Provisions of the Industrial Relations Act, 1996.



19 JURY SERVICE

- 19.1 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 ordinary rate of pay as if working.
- 19.2 An employee shall be 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 Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.
- 19.3 Entitlements under this clause do not apply to an employee on a rostered day off.

20 FARES AND TRAVELLING TIME

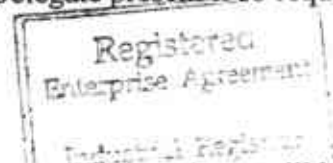
- 20.1 Employees temporarily transferred shall be reimbursed any extra fares or expenses involved together with payment for all extra time spent travelling.

21 TERMS OF ENGAGEMENT

- 21.1 Employment shall be on a weekly basis except casuals who shall be on an hourly basis.
- 21.2 Employment of full-time, part-time and casual employees during the first 3 months of service shall be probationary and from day to day at the weekly rate, terminable by a day's notice on either side but the Company shall indicate clearly to an employee at the time of engagement whether the employee is being engaged as a casual employee or as a full-time or part-time employee. Once probation is completed one week's notice on either side is required to terminate the employment.
- 21.3 Formal Counselling Procedure

Employees other than probationary employees will be subject to a formal counselling procedure before termination can take place. The procedure being:-

- (i) First Counselling - explaining reasons with a Union Delegate present if so requested by the employee.
- (ii) Second Counselling - explaining reasons with a Union Delegate present if so requested by the employee.
- (iii) Dismissal - explaining reasons with a Union Delegate present if so requested by the employee.
- (iv) Written details will be kept of all meetings.
- (v) A copy of the written details referred to in sub-clause (iv) above will be forwarded to the employee and the Secretary of the Union in respect of



employees who are members of the Union.

- (vi) The Company will, if requested to by the Union, discuss with the Union the length of time the Company regards the warning as being current for the purposes of the first and second steps of the procedure referred to above.
- (vii) In the case of misconduct justifying instant dismissal, an employee may be instantly dismissed.

22 SUPERANNUATION

- 22.1 See The Storemen and Packers - Grocery and Variety Warehouse (State) Superannuation Award 1990, published 22 February 1991 (261 I.G.426).

23 FIRST AID

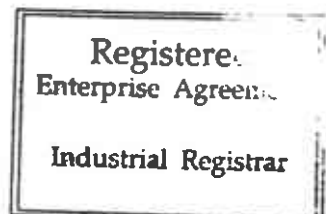
- 23.1 See Occupational Health & Safety Act 1983.
- 23.2 A qualified first aid attendant who is appointed to carry out the duties of a qualified first aid attendant shall be paid \$14.61 per week as at the date of the agreement in addition to the appropriate rate. This allowance will be indexed with future wage increases.
- 23.3 When a relief qualified first aid attendant is required to be appointed under the Act they shall be paid the said additional allowance whilst engaged on such relief on a pro rata basis.

24 DIRTY WORK

- 24.1 An employee engaged in the physical duties deemed to be of a dirty or offensive nature, shall be paid a dirty work allowance of 35 cents per hour for each hour so employed, to a maximum of 5 hours per day during normal rostered shifts.
- 24.2 This special rate is a flat payment and shall not be taken into account when calculating any other payments to which the employee may be entitled.
- 24.3 This special rate will be indexed with future wage increases.

25 ATTENDANCE AT REPATRIATION CENTRES

- 25.1 Employees being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:-
 - (i) Such lost time does not exceed 4 hours on each occasion.
 - (ii) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit.



- (iii) The employee produces satisfactory evidence to the Company that the employee is so required to and subsequently does attend a repatriation centre.

25.2 Entitlements under this clause do not extend to an employee on a rostered day off.

26 GENERAL CONDITIONS

26.1 Each employee on the termination of engagement, shall on request, be given a statement, in writing, stating the position held by the employee and length of service.

26.2 Employees shall be provided with reasonable dining accommodation, locker change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.

26.3 Adequate waterproof clothing shall be supplied to all employees working in the rain.

27 SETTLEMENT OF DISPUTES

27.1 Any dispute arising out of employment shall be referred by the Union Delegate to the Companies Representatives appointed for this purpose.

27.2 Failing settlement at this level between the Company and the Union Delegate on the job, the Union Delegate shall refer the dispute within 24 hours to the Union Organiser who will take the matter up with the Company.

27.3 All efforts shall be made by the Company and the Union Organiser to settle the matter but failing settlement, the Union Organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to the A.R.A. and the Union Secretary shall take the matter up with the A.R.A.

27.4 During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

27.5 At any time either party shall have the right to notify the dispute to the Industrial Registrar.

28 UNION DELEGATES

Where an employee is elected as a Union Delegate by fellow employees and the Union notifies the employer the Union Delegate shall be allowed by the employer, such time as is necessary to interview the employer or Company Representatives on matters affecting the employees represented.

29 RIGHT OF ENTRY

29.1 See Industrial Relations Act, 1996, Chapter 8 Part 1 (Right of Entry of Officer of Industrial



Organisation of Employees) or any legislation replacing that provision.

30 NO EXTRA CLAIMS

30.1 It is a term of this agreement that both parties undertake for the duration of the agreement not to pursue any extra claims unless in accordance with the State Wage Case. Both parties recognise that the wages as expressed incorporate payments due under the Minimum Rates Principle.

31 FLEXIBILITY

31.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

31.2 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

31.3 Employees shall not impose any restrictions or limitations on a reasonable review of work methods. All reviews carried out by the employer will take into account the potential impact on occupational health and safety.

32 MIXED FUNCTIONS

32.1 An employee employed for two hours or more per day or ten hours or more per week, for work other than on which the employee regularly is employed and for which a higher rate of pay is provided for, herein shall receive such higher rate of pay for the whole day or the whole week as the case may be, while so employed. If employed for less than two hours on any day they shall receive such higher rate of pay while so employed.

32.2 No employee shall suffer any reduction in wages if temporarily employed on work other than that on which the employee regularly is employed and for which a lower rate of pay is provided for herein.

33 JOB VACANCIES

In the event of any new positions becoming available in any new Company warehouse, consideration will be given to employees covered under this agreement.

34 REDUNDANCY

As per the provisions applicable to the majority of employees on site, in the absence of any such agreement the New South Wales Redundancy standard will apply.

35 CARERS LEAVE

Registered
Enterprise Agreement

Industrial Registrar

35.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 15, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including and adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (f) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.



35.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 26.1 who is ill.

35.3 Annual Leave

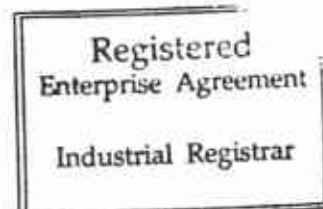
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

35.4 Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, despite the provisions of subclause (iv) of clause 15, Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

35.5 Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.



35.6 Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

36 APPRENTICES

Refer to Clause 4 of the Industrial and Commercial Training Act 1989.

37 ANTI-DISCRIMINATION

- 37.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- 37.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 37.4 Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.



37.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

