

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/93

**TITLE:** Health Minders Pty Limited National Union of Workers, NSW  
Branch Enterprise Agreement 2003

**I.R.C. NO:** IRC3/1045

**DATE APPROVED/COMMENCEMENT:** 17 March 2003/2 January 2003

**TERM:** 2 October 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/92

**GAZETTAL REFERENCE:** 9 May 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies only to employees of Health Minders Pty Limited (full time or casual) and contract labour engaged at the site in the warehouse and distribution function who fall within the coverage of the Storemen and Packers, General (State) Award

**PARTIES:** Health Minders Limited -&- the National Union of Workers, New South Wales Branch



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**HEALTH MINDERS  
PTY LIMITED**

**NATIONAL UNION  
OF WORKERS  
NSW BRANCH**

**ENTERPRISE AGREEMENT  
2003**

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## **1. PARTIES**

The parties to this agreement are Health Minders Pty. Limited (ABN 99 002 202 913) of 316 Horsley Road Milperra NSW 2214 ("the Company") and the National Union of Workers, NSW Branch ("the Union").

## **2. APPLICATION**

This agreement shall apply only to those employees of the Company (full time or casual) and contract labour engaged at the site in the warehouse and distribution function that are employed under the Storemen and Packers General (State) Award ("the Parent Award").

## **3. PERIOD OF OPERATION**

This agreement shall operate from 2<sup>nd</sup> January 2003 and remain in force until 2<sup>nd</sup> October 2004.

## **4. RELATIONSHIP TO THE PARENT AWARD**

This agreement establishes a number of specific site conditions of employment for those employees covered by this agreement. The Parent Award regulates other conditions of employment not dealt with by this agreement.

Where there is any inconsistency between this agreement and the Parent Award, this agreement shall apply.

## **5. AGREEMENT PROVIDED TO EMPLOYEES**

A copy of this agreement shall be provided to any employee covered by this agreement upon request. Any new employee joining the company during the life of the agreement shall be provided with a copy of the agreement.

## **6. SAVINGS CLAUSE**

No employee shall have any of their entitlements, either award or over-award, reduced as a result of the implementation of this agreement.

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## **7. CONSULTATION**

The parties shall hold regular discussions on workplace issues with a view to improving workplace productivity and providing a satisfying working environment for employees.

## **8. RE-NEGOTIATION OF THE AGREEMENT**

The parties shall commence negotiations for an agreement to succeed this agreement three months prior to the nominal expiry date of this agreement.

## **9. DISPUTES PROCEDURE**

- 9.1 An employee with a grievance shall, at first instance, refer the grievance to the employee's immediate supervisor to attempt to resolve the matter. The employee has the right to request that a union delegate be present.
- 9.2 Failing a resolution being reached, the individual employee or union delegate may refer the matter to the Site Manager.
- 9.3 Failing a resolution being reached, the union delegate shall refer this matter to the Union Organiser, who shall have discussions with the company to attempt to resolve the matter.
- 9.4 Failing a resolution of this matter, either party shall have the right to notify the dispute to the Industrial Registrar.
- 9.5 During the operation of this procedure until resolution, the status quo shall remain and work shall proceed normally.

## **10. WAGE INCREASES**

- 10.1 The wages of all employees covered by this agreement will be increased by 4% effective from 2<sup>nd</sup> January 2003.
- 10.2 On 2<sup>nd</sup> January 2004 a further 4% wage increase shall be applied to the wages of employees covered by this agreement.

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## 11. HOURS OF WORK

### 11.1 DAYS OF ATTENDANCE AND MEAL BREAKS

The required hours of attendance for employees under this agreement shall be from Monday to Friday. The meal breaks taken during a shift shall be:

Morning Tea:	12 minutes
Lunch:	30 minutes
Afternoon Tea:	10 minutes

11.2 The hours of work shall be Monday to Friday as follows:

Commence:	6.50 am
Finish:	3.30 pm

## 12. RDO SYSTEM

Each employee shall accrue up to 12 Rostered Days Off (RDO's) per year subject to the following conditions:

12.1 No RDO hours are to be accrued during leave.

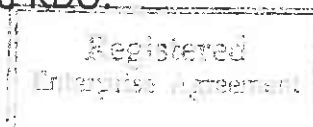
12.2 A rostering system for the allocation of RDO's shall be established to ensure a fair allocation of days and an even spread of days taken across the available days.

12.3 No RDO shall be taken during the first 10 working days of each month.

12.4 An RDO shall be taken when allocated, unless special circumstances can be established. The parties acknowledge that this process will be the exception rather than the rule. Approval of the National Distribution Manager shall be required for a change to be made to the allocated RDO.

## 13. LONG SERVICE LEAVE

Employees under this agreement shall be able to access 1 week of their accrued pro-rata long service in the seventh, eighth, ninth and tenth years of employment.



## **14. CONTRACT CASUAL LABOUR**

The Union acknowledges that from time to time there may be a need for the Company to engage additional contract labour during peak periods.

The Company agrees that permanent full time employees shall be offered all overtime prior to such overtime being offered to contract labour. The Company further agrees that in the event of contract labour being required for a period of longer than four months, a permanent position may be created.

## **15. WORKING CLOTHES AND SAFETY BOOTS**

All employees shall be provided with safety boots. They shall be replaced on a fair wear and tear basis. It is compulsory that they are work at all times in the factory and warehouse.

The Company shall provide all employees with a uniform appropriate to their duties.

## **16. UNION DELEGATE**

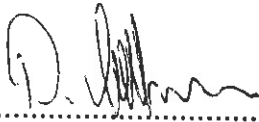
16.1 Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Company, the said Union delegates shall be allowed by the Company such time as necessary to interview Employees and the Company or Company's Representative on matters affecting the Employees whom the delegate represents.

16.2 The elected Union delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate Union business off-site. Such delegate/s shall be allowed five days' leave, with appropriate notice, or more as required.

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## 17. ENDORSEMENT

Signed for and on behalf of  
HEALTH MINDERS PTY LIMITED



.....  
DITMAR HELLMANN  
NATIONAL DISTRIBUTION MANAGER

Signed for and on behalf of  
NATIONAL UNION OF WORKERS NSW BRANCH



.....  
DERRICK BELAN  
STATE SECRETARY

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