

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/103

TITLE: Breville Pty Ltd Enterprise Agreement 2003-2005 - Botany Site

I.R.C. NO: IRC3/7329

DATE APPROVED/COMMENCEMENT: Approved 19 February 2004/Commenced 28 November 2003

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA95/265

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to employees employed by Breville Pty Ltd, located at Building 2, Port Air Industrial Estate 1A Hale Street, Botany NSW 2019, engaged in the classifications of Storemen and Packers grades 1 to 5, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Breville Pty Ltd -&- the National Union of Workers, New South Wales Branch

BREVILLE PTY LTD ENTERPRISE AGREEMENT 2003-2005 - BOTANY SITE

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1. Title

This Agreement shall be known as the Breville Pty Ltd Enterprise Agreement 2003-2005 - Botany Site.

2. Parties

The parties to this agreement shall be Breville Pty Ltd ("the Company") and the National Union of Workers, NSW Branch ("the Union") and the agreement is made in relation to employees of the Company employed or engaged as Storemen and Packers.

The parties agree that they shall be bound by this Agreement.

3. Objective

The objective of this agreement is to promote good relations between the parties and to formalise the Company's scheme of wage increases for its Storemen and Packer employees.

4. Term of Agreement

This Agreement shall take effect from the date that the agreement is made, with the first wage increase to be paid from the first full pay period after the date of registration and backdated to the date the agreement is made. The agreement shall remain in force for a period of two years after the date that the agreement is made.

5. Definitions

Agency employee is a person engaged or employed by a labour hire firm to provide a service to the company on behalf of that labour hire firm.

Casual employee is an employee engaged and paid as such.

6. Relationship to Award

The parties agree that this Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award and provide that, where there is any inconsistency, the Agreement shall take precedence.

7. Anti-Discrimination

It is the intention of the parties to this agreement 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 responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause shall 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 agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

8. Classification

8.1 Point of Entry

All new employees engaged or employed by the Company will be classified as Storeman & Packer Grade 1. An employee remains at this level until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function so as to enable them to progress through to Grade 2 or Grade 3. In the course of their employment by the Company an employee may progress to Grade 4 or Grade 5, as positions become available and subject to application and satisfaction of all relevant criteria.

8.2 Team Leaders

Team Leaders will be classified as a Storeman and Packer Grade 4.

9. Remuneration

9.1 Permanent employees - wage rates

9.1.1 The Company has agreed to increase the wage rates received by all employees in two stages. The first increase will be paid on and from the first pay period following the registration of this agreement in the Industrial Relations Commission of New South Wales, backdated to the date the agreement was made. The second increase will be paid on and from the first pay period following the first anniversary of this agreement being made (ie. 12 months after the agreement is made). The applicable wage rates and increases to those wage rates appear in the Table One below.

9.1.2 Any employee, of any classification, who is paid in excess of the rates which appear in Table One below for their particular classification, will receive a percentage wage increase which corresponds to that received by all other employees. Accordingly, such an employee will receive a 4 per cent wage increase on and from the first pay period following the registration of this agreement in the Industrial Relations Commission of New South Wales, backdated to the date the agreement was made, and a 4 per cent wage increase from the first anniversary of the agreement being made. The first wage increase will be calculated on the basis of that employee's current base wage rate as at the date the agreement is made.

TABLE ONE

Classification	Award Rate	Current	+ 4 % from date agreement is made	+ 4 % from 1st anniversary of agreement being made
	Per annum	Pa	Pa	Pa
Grade 1	\$25,360.40	\$26,000.00	\$27,040.00	\$28,121.60
Grade 2	\$26,140.40	\$29,000.00	\$30,160.00	\$31,366.40
Grade 3	\$26,442.00	\$30,520.00	\$31,740.80	\$33,010.40
Grade 4	\$27,419.60	\$32,000.00	\$33,280.00	\$34,611.20
Grade 5	\$28,194.40	\$34,000.00	\$35,360.00	\$36,774.40

9.2 In Charge Allowance

In addition to the wage rates outlined in 9.1 above, permanent employees in the positions of Team Leader and Assistant Team Leader shall have an In Charge Allowance paid on top of their current base rates of pay, as outlined in Table Two below:

TABLE TWO

Team Leader	In Charge Allowance	Amount
	1 to 5 staff	\$15.50 per week
	6 to 10 staff	\$23.35 per week
	11 to 15 staff	\$31.95 per week
	Over 15 staff	\$40.10 per week
Assistant Team Leader	In Charge Allowance	
	1 to 5 staff	\$15.00 per week
	6 to 10 staff	\$22.65 per week
	11 to 15 staff	\$30.95 per week
	Over 15 staff	\$38.95 per week

9.3 Casual and Agency Employees - Rates of Pay

9.3.1 All Casual employees or Agency engaged by the Company will be paid at the site rate of pay for the classification in which they are engaged.

9.3.2 Casual or Agency employees engaged on a regular basis for 6 months will be offered permanent employment by the Company.

9.3.3 All offers of employment will be documented.

10. Hours

Overall spread of ordinary hours to be 6.00am to 6.00pm

11. Union Delegate Leave

- 11.1 The Company will approve a maximum of two days leave for any union delegate to attend one-off union delegate training.
- 11.2 In addition to the union delegate training leave provided for in sub clause 11.1, delegates and/co delegates who attend official meetings of the NUW (NSW Branch) will be paid.
- 11.3 The union delegate applying for leave under this clause will provide reasonable notice, of not less than 7 days, of the leave they are seeking.
- 11.4 On each occasion that a union delegate seeks leave under this clause, up to two delegates only will be granted leave.
- 11.5 Approval of any application for leave under this clause will be subject to the operational needs of the Company at the time that the leave is sought.

12. Picnic Day

- 12.1 The union picnic day shall, for the purposes of this agreement, be regarded as a holiday for employees who are financial members of the Union.
- 12.2 The union picnic day shall be on such day as is agreed between the Company and the union's members who are employed by the Company.
- 12.3 The union shall advise the Company of its financial members who are employed by the Company at the time of the picnic day in each year. Such advice must be given at least two weeks prior to the union picnic day.
- 12.4 Where an employee, who is not a financial member of the union, is required to work on the union picnic day, the employee shall be entitled to be paid ordinary pay for the normal working day.
- 12.5 Employees who are not financial members of the union and who are not required by the Company to work on the union picnic day may apply to the Company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the Company or may be required by the Company to make up time.

13. Dispute Resolution

- 13.1 Any Dispute Arising Out of Employment Shall be Referred By a Union Delegate Or an Individual Employee to the Company Representative Appointed for This Purpose.
- 13.2 If the Company representative and union delegate are not able to resolve the matter, the union delegate shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company.
- 13.3 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 its adviser and the union Secretary or the union Organiser shall take the matter up with the Company's adviser.

- 13.4 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.
- 13.5 At any time, either party shall have the right to notify the dispute to the Industrial Relations Commission of New South Wales.

14. Transmission of Business

- 14.1 This agreement shall apply to any successor, assignee or transferee of all or any of the work performed by the employees covered by this agreement.
- 14.2 Where a business is before, on or after the date of this agreement, transmitted from the Company (in this clause called the transmitter) to another Company (in the clause called the transferee) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
 - (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.
- 14.3 In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

15. No Further Claims

The parties undertake that for the life of this agreement, there will be no extra claims.

SIGNED ON BEHALF OF
BREVILLE PTY LTD BY

Paul Milburn
Chief Operating Officer

Dated: 11 / 12 / 03

SIGNED ON BEHALF OF THE
NATIONAL UNION OF WORKERS
(NSW BRANCH) BY

Derrick Belan
State Secretary

Dated: 12 / 12 / 03