

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/163

TITLE: **Bidvest Wollongong - Enterprise Agreement 2004**

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 10 May 2005 / 10 May 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 22 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Pymont Management Services Pty Ltd, located at 25, Denison Street, Wollongong NSW 2500, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

PARTIES: Pymont Management Services Pty Ltd -&- the Transport Workers' Union of New South Wales

BIDVEST WOLLONGONG - ENTERPRISE AGREEMENT 2004

APPLICATION FOR CERTIFICATION OF AGREEMENT

This AGREEMENT, made in pursuance of the *Industrial Relations Act 1996*, this day of, 2004 between THE TRANSPORT WORKERS UNION OF AUSTRALIA (NSW BRANCH) (hereinafter referred to as the "Union") and Pymont Management Services Pty Ltd, hereinafter referred to as "the Employer", witnesseth that it is hereby mutually agreed as follows:

ARRANGEMENT OF ENTERPRISE AGREEMENT

Clause No. Subject Matter

PART 1

PRELIMINARY

- 1.1 Title
- 1.2 Enterprise Agreement Coverage
- 1.3 Date of Operation
- 1.4 Enterprise Agreement Posting
- 1.5 Procedures for Change

PART 2

TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 Contract of Employment
- 2.2 Redundancy
- 2.3 Settlement of Disputes

PART 3

DEFINITIONS, WAGES, SUPERANNUATION AND ALLOWANCES

- 3.1 Definitions
- 3.2 Job Grades
- 3.3 Wages, Superannuation, & Allowances
- 3.4 Payment of Wages
- 3.5 Two or More Classes of Work
- 3.6 Superannuation
- 3.7 Shift Allowance

PART 4

HOURS OF WORK, OVERTIME

- 4.1 Hours of Work (Day and Shift)
- 4.2 Casuals
- 4.3 Rosters
- 4.4 Overtime
- 4.5 Meal Breaks
- 4.6 Rest Pauses

PART 5

LEAVE, STATUTORY HOLIDAYS

- 5.1 Annual Leave
- 5.2 Statutory Holidays
- 5.3 Sick Leave
- 5.4 Long Service Leave
- 5.5 Bereavement Leave
- 5.6 Family Leave

PART 6

MISCELLANEOUS PROVISIONS

- 6.1 No Further Claims
- 6.2 Union Recognition
- 6.3 Right of Entry for Union Officials
- 6.4 Union Delegates
- 6.5 Union Meetings
- 6.6 Blue Card

SCHEDULE 1

PART 1

PRELIMINARY

1.1 Title

This Enterprise Agreement shall be known as the BIDVEST WOLLONGONG - ENTERPRISE AGREEMENT 2004.

1.2 Enterprise Agreement Coverage

This Agreement shall apply to Pyrmont Management Services Pty Ltd trading as Bidvest and its employees in Wollongong NSW.

This agreement shall be read in conjunction with the Transport Industry - Mixed Enterprises Interim (State) Award, where there is inconsistency between the award and the agreement this agreement shall prevail to the extent of the inconsistency.

1.3 Date & Period of Operation

This Enterprise Agreement shall take effect from the date of certification by the New South Wales Industrial Relations Commission and remain in force for a period of three years.

1.4 Enterprise Agreement Posting

A true copy of the agreement shall be exhibited in a conspicuous and convenient place on the premises of the Employer so as to be easily read by employees.

1.5 Procedures for Change

- (1) As part of an ongoing process of improvements in productivity and efficiency, there will be discussions at the enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring

process and to encourage consultative mechanisms across the workplace to all employees in the enterprise with consideration of a single bargaining unit.

- (2) The Consultative processes established in the enterprise in terms of this Enterprise Agreement may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work will be involved in such discussions.
- (3) Any proposed genuine agreement reached between the employer and employee(s) in the enterprises is contingent upon -
 - (a) a majority of employees affected genuinely agreeing to the changes;
 - (b) the agreement being consistent with the current State Wage Case principles;
 - (c) the Union being invited to participate in any discussions which involve alterations to Agreement conditions, (and are a party to any resultant agreement).
- (4) Both parties shall not unreasonably withhold consent to an agreement.

PART 2

TERMS AND CONDITIONS OF EMPLOYMENT

2.1 CONTRACT OF EMPLOYMENT

- (1) At time of engagement all employees shall be informed that their employment is conditional upon the first three months thereof being a probationary period.
- (2) Upon successful completion of the probationary period the Employer shall advise the employee in writing that the employment position and grade of pay is confirmed or that in accordance with the probationary provisions, the contract of employment has been concluded.
- (3) Failure by the Employer to act in accordance with the provisions of subclause (2) above shall be construed as confirming the employee's contract of employment from the initial commencement date. Any subsequent termination of employment will then be in accordance with the provisions of subclause (4) and subclause (5) where deemed appropriate.
- (4) The following periods of notice shall be given by the employer of termination of service (or paid/forfeited in lieu thereof) except in the case of casual employees and in cases of dishonesty, drunkenness, wilful disobedience, insubordination, refusal of duty, neglect or gross misconduct when any employee subject to instant dismissal entitled to their wages and all entitlements due up to the time of such dismissal only:

| Period of Continuous Service | Period of Notice |
|---|------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

The period of notice is increased by one week if the employee is over 45 years old and has completed at least two years continuous service with the employer.

- (5) Employees will be required to provide one (1) weeks notice of termination.
- (6) Casual employees in whatever capacity shall not be required to give or receive a period of notice to terminate their engagement.
- (7) Incidental or Peripheral Tasks -

The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence, training and responsibilities consistent with the classification structure of this Enterprise Agreement provided that such duties are not designed to promote de-skilling.

The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the Employer pursuant to the above subclause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

2.2 Redundancy

(1) "Redundancy" in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed in its entirety by anyone.

(2) Discussions before Termination

Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done in its entirety by anyone and this is not due to the ordinary and customary turnover of labour and where that decision may lead to termination of employment, the Employer shall have discussions as soon as practicable with the Employees directly affected.

(3) Notification to Employment National

Where a decision has been made to terminate the employment of 15 or more Employees, on account of redundancy the Employer will notify Employment National, giving relevant information including the number and categories of the Employees likely to be affected, and the period over, which the terminations are intended to be carried out.

(4) Severance Pay

In addition to the periods of notice prescribed for the termination in clause 2.1.2, an Employee whose employment is terminated by reason of redundancy will be entitled to the following amounts of severance pay in respect of a continuous period of service:

| Period of Continuous Service | Severance Pay |
|---|---------------|
| Less than 1 year | Nil |
| 1 year and up to the completion of 2 years | 4 weeks pay |
| 2 years and up to the completion of 3 years | 7 weeks pay |
| 3 years and up to the completion of 4 years | 10 weeks pay |
| 4 years and up to the completion of 5 years | 12 weeks pay |
| 5 years and up to the completion of 6 years | 14 weeks pay |
| 6 years and over | 16 weeks pay |

Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

| Period of Continuous Service | Severance Pay |
|---|----------------|
| Less than 1 year | Nil |
| 1 year and up to the completion of 2 years | 5 weeks pay |
| 2 years and up to the completion of 3 years | 8.75 weeks pay |
| 3 years and up to the completion of 4 years | 12.5 weeks pay |
| 4 years and up to the completion of 5 years | 15 weeks pay |
| 5 years and up to the completion of 6 years | 17.5 weeks pay |
| 6 years and over | 20 weeks pay |

"Weeks Pay" means the ordinary time rate of pay for the Employee concerned.

The Employer may off-set all or part of an Employees' entitlement to severance payment by doing either of the following:

That the Employee has accepted an offer of alternative employment; or. the Employer has made contributions over and above those required under the *Superannuation Guarantee (Administration) Act 1992* on behalf of the Employee. The Employer then may deduct the amount of such contributions from any severance entitlement due to the Employee.

(5) Time off during notice period

During the period of notice on account of redundancy given by the Employer, an Employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment

If the Employee has been allowed paid leave for more than one day during the notice period for the purposes of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(6) Employee leaving during Notice

An Employee whose employment is terminated on account of redundancy and the Employer may mutually agree in writing to terminate the Employees employment during the notice period, and if so, will be entitled to the same benefits and payments under this clause as if the Employee remained with the Employer until expiry of such notice. In such circumstances however the Employee will not be entitled to payment in lieu of notice.

(7) Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 2.2.1, the Employee will be entitled to the same period of notice of the date of commencement of work in the new position as if the Employee's employment had been terminated, and the Employer may at it's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

(8) Employees with less than one year of service

This clause will not apply to Employees with less than one years service and the general obligation on the Employer should be no more than to give relevant Employees an indication of impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

(9) Employees exempted

This clause will not apply where employment is terminated, in the case of casual Employees or Employees engaged for a specified period of time or for a specified task or tasks, upon expiration of that time or upon completion of the specified task or tasks, as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty or other instances of serious misconduct.

2.4 Settlement of Disputes

- (1) The duly appointed union representative on the site shall discuss any matter affecting the employees he/she represents with the immediate foreperson/supervisor in charge of the work or, in this person's absence, the person performing this function. All products not under mechanical refrigeration at the time of a dispute, stoppage or stop-work meeting shall be put away into cold rooms before any industrial action or stoppage is taken.

- (2) If agreement is not reached at this level the employee and/or the union representative where relevant shall approach the employer's representative on site for further discussions and/or negotiations.
- (3) If the matter is not resolved at this level the Union Representative where relevant shall inform the secretary of the Union of the nature of the matter in dispute and discussion should then be carried on between employer representatives and the Union.
- (4) The Employer shall allow the Union Representative to use the available facilities to make early contact with the Union.
- (5) Should negotiations (1), (2) and (3) fail to resolve the dispute, the dispute may be referred to the New South Wales Industrial Relations Commission.
- (6) The dispute shall not be referred to the New South Wales Industrial Relations Commission until steps (1), (2) and (3) have been completed.
- (7) Whilst the above procedure is being effected, work shall continue normally.

PART 3

DEFINITIONS, WAGES, SUPERANNUATION AND ALLOWANCES

3.1 Definitions

- (a) "Mutually agreed"- shall mean agreed in writing between the Employer and the Employee.

3.2 Job Grades

It is the Companies objective to provide Employees who demonstrate a high standard of work performance and commitment with a career path. Accordingly, your progression through the job grades set out below will be based upon:

acquired skills through structured training programs or a formal qualification;

the recommendations of your supervisors and managers; and

a position being available for you.

If you are promoted to a higher job grade during the term of this Agreement, your ordinary rate of pay will be adjusted in accordance with the relevant position and you will be provided with a further letter of appointment from the Company confirming your promotion.

Probationary Employee Grade 1

All new employees to the enterprise shall be employed in the first three months in the capacity of Probationary Employee. Such employees will undergo induction and a structured training plan incorporating a formal review during the first month of probation, reviews during the second month of probation and a final review before the completion of the Probation period. Where agreed in writing between the employee and the company, these review periods may be varied if appropriate as long as the probation period remains at a maximum of 3 months.

- (a) **Grade 2**

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

- Storeperson;
- Driver (2 axle vehicle);

(b) Grade 3

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

- Storeperson Leading Hand;

3.3 Wages

(1) The minimum rates of pay to be paid to the Employees classified under this Agreement are:

| Job Grade | Full-Time Employees Per Week | Casual Employees (Rate per hour) |
|-----------|---------------------------------|-------------------------------------|
| GRADE 1 | \$502.70 | \$16.48 |
| GRADE 2 | \$518.40 | \$17.00 |
| GRADE 3 | \$571.40 | \$18.74 |

(Note: that the above casual rates are inclusive of the casual loading and the payment in accordance with the *Annual Holidays Act 1944*)

- (2) The above wage rates will be increased by 4% on July 1, 2004 and July 1, 2005. Provided that the employees employed at the date of the making of this agreement who are in receipt of overaward payments, in accordance with Schedule 1 of the agreement, shall receive the above wage increases upon their present wages.
- (3) In addition to the above rates employees employed in chillers shall be paid a weekly allowance of \$10.00 per week or \$2.00 per day. "Chiller" shall mean a chamber for the preservation of foodstuffs the temperature of which is reduced by artificial means to not less than minus 1.1 degrees Celsius.
- (4) In addition to the above rates employees employed in freezers shall be paid a weekly allowance of \$17.64 per week or \$3.528 per day" Freezer " shall mean a chamber for the Logistics and preservation of foodstuffs the temperature of which is reduced by artificial means to less than minus 1.1 degrees Celsius.
- (5) Provided that the allowances in subclauses (3) and (4) above shall not apply to an employee whilst they are on sick leave and annual leave. Provided further that an employee will only be entitled to payment for only one of the allowances as described in subclauses (3) and (4) above.
- (6) Cash Collection Allowance- Drivers as appointed and required by the employer to receive monies from customers in addition to normal duties shall be paid an allowance of \$3.346 per day when such duties are performed. The before mentioned allowance will increase as the award increases. The increase will apply only once the TWU has notified the Branch Manager of Bidvest Wollongong in writing of the award increase to the allowance.

Provided that employees receiving this allowance shall be responsible for the monies collected on behalf of the Company and if there is any shortfall the employee will be required to make up such shortfall.

3.4 Payment of Wages

Wages shall be paid at least once in every week in the Employer's time by EFT.

In the case of dismissal of an employee or of an employee leaving the service of the Employer after the prescribed notice has been given, the employee shall be paid all wages due within 3 days after the employee ceases work.

3.5 Two Or More Classes of Work

An employee employed in a higher classification for 2 hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

If employed for less than 2 hours on any day on any such higher classification, he/she shall receive such higher rate of pay whilst so employed.

3.6 Superannuation

All employees covered by this agreement shall, as a minimum, receive the level of company superannuation support required by the Australian Government's Superannuation Guarantee Charge legislation, taking effect from 1 July 1992.

Currently the contribution by the Company is 9% of wages.

3.7 Shift Allowance

"Afternoon Shift" shall mean a shift which finishes after 6pm and before 12.00 midnight.

"Night Shift" shall mean a shift which finishes after 12.00 midnight and before 5.00am.

For work done at any time during an afternoon shift the ordinary rate of pay shall be increased by seventeen and a half percent per shift.

For work done at any time during a night shift the ordinary rate of pay shall be increased by thirty percent per shift.

Provided that these shift allowances shall not apply to shift work performed on a Saturday and Sunday where the under mentioned weekend penalty rates apply.

PART 4

HOURS OF WORK, OVERTIME

PART 4

HOURS OF WORK

4.1 HOURS OF WORK

4.1.2 Hours of Work - Full Time Day Workers

The arrangements of hours of work for Full Time Day Workers may be implemented within the following:-

- (a) 38 hours per week. Provided that such an employee may be rostered to work 38 hours per week or up to 152 hours per 4 week cycle without payment of overtime ;
- (b) All ordinary hours are to be worked within a maximum of 8 hours per day.
- (c) All ordinary hours are to be worked between 5am and 6pm Monday to Friday.

4.1.2 Hours of Work - Part-Time Workers

The arrangement of hours for Part-Time Employees may be implemented within the following:-

- (a) A minimum of 15 hours per week, and up to a maximum 38 hours per week. A part-time Employee will be paid for the hours worked each week on an hour for hour basis;

- (b) All ordinary hours are to be worked within a minimum of 4 hours per day and a maximum of 8 hours per day.

4.1.3 Hours of Work - Full Time Shift Workers

The arrangements of hours of work for Full Time Shift Workers may be implemented within the following:-

- (a) 152 hours over a 28 day period, on any day Monday to Friday, provided the Employee will be paid for 38 hours work regardless of the number of hours worked in each week, unless the Employee is terminated;
- (b) All ordinary hours are to be worked with a maximum of 8 hours per day.
- (c) Employees are entitled to at least 8 rest days off work each 4 week period;

4.2 CASUALS

- (a) Casual employees shall be paid one thirty-eighth (1/38th) of the appropriate weekly rate plus 15% and the holiday loading of 1/12 pursuant to the Annual Holidays Act 1944 per hour with a minimum of four (4) hours per engagement and a maximum of 8 hours per engagement. A casual employee will work a maximum of 38 ordinary hours in any one week.

4.3 ROSTERS

4.3.1 Rosters shall be agreed to be posted by the employer one (1) week prior to the commencement of the roster. The Employer may alter the roster to suit the operational requirements of the business with 24 hours notice.

4.3.2 In emergent circumstances the roster may be altered.

4.3.3 The Employer and the Employee may mutually agree in writing to change a rostered shift/s.

4.3.4 Subject to the approval of the Employer, Employees may mutually agree to temporarily change a rostered shift/s. Rosters so changed will be paid for at the rates applicable to the rostered time worked by the employee.

4.3.5 Rosters shall provide a 10 hour break between rostered shifts unless otherwise agreed.

4.3.6 The Employer shall have the right to change any roster in emergency circumstances.

4.4 Overtime

4.4.1. Full Time Day Workers - All time worked in excess of the ordinary working hours per shift in accordance with clause 4.1.1 (b) or outside the rostered and or the prescribed hours in sub clause 4.1.1 hours unless otherwise agreed in accordance with sub clauses 4.3.3 or 4.3.4, shall be deemed overtime and paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

4.4.2. Part-Time Workers- All time in excess of the daily, weekly, span of hours and rostered hours as set out in sub clause 4.1.2 unless otherwise agreed between the employer and the employee in accordance 4.3.3 or 4.3.4, shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

4.4.3. Full Time Shift Workers - All time worked in excess of daily or weekly hours per week or outside of the daily spread of hours specified in subclause 4.1.1 of clause 4.1 shall be deemed overtime unless otherwise agreed between the employer and the employee in accordance with sub clauses 4.3.3 or 4.3.4 and shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

4.4.4. Casual Employees - All time in excess of 38 hours in any one week or 8 hours in any one engagement, shall paid at the rate of time and a half for the first two (2)) hours and double time thereafter.

4.4.5. Meal Allowance and Crib Periods - Any employee required to continue working for more than two hours on overtime any one-day shall be allowed a 20-minute meal break. If required to continue working for a further four hours or more, an employee shall be allowed 45 minutes for crib after each further four hours worked. No deduction of pay shall be made for any such crib break or breaks, and each employee shall be paid a meal allowance of \$9.05 at any such crib break unless the employer has notified the employees of the overtime prior to the commencement of the shift.

4.4.6. Rest Period on Overtime - Any employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his Employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he shall be paid double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that eight (8) hours may be substituted for ten (10) in the following circumstances:

- (a) For the purpose of changing shift rosters.' Or
- (b) Where a shift worker does not report for duty.' Or
- (c) Where a shift is changed by arrangement between the employees themselves. Or
- (d) Where there is agreement between the employer and the employee.

4.5 Meal Breaks

All employees who work six hours or more on any one day shall receive an unpaid thirty (30) minute meal break at a time that will not interfere with the continuity of work.

4.6 Rest Pauses

All employees shall be entitled to a rest pause of ten (10) minutes duration in the Employer's time in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary and may be taken in a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.

PART 5

LEAVE, STATUTORY HOLIDAYS

5.1 ANNUAL LEAVE

5.1.1. All full-time and part-time Employees covered by this Agreement will at the end of each completed year of continuous service be entitled to 4 weeks annual leave payable at their ordinary rate.

5.1.2. Any annual leave taken will be exclusive of Statutory Holidays if it falls during a period of that annual leave.

5.1.3. All proportionate annual leave will accumulate at the rate of 0.0769 hours for each ordinary hour worked and will be payable either on the taking of the leave or on termination of employment with the Employer.

5.1.4. Unless otherwise mutually agreed, the Employer may require the Employee to take any annual leave entitlements owing on the giving of 14 days notice in writing to the Employee.

5.1.5. Employees will in addition to their annual leave be entitled to leave loading calculated on the basis of 25% of their annual leave entitlement at the time of taking such leave or on termination.

5.2 STATUTORY HOLIDAYS

5.2.1. All work done by any employee on the following days shall be paid for at the rate of double time and a-half: -

Good Friday,
Christmas Day
Anzac Day
New Years Day
Australia Day
Easter Saturday
Easter Monday
Queens Birthday
Boxing Day
Labour Day
Show Day (local as represented by the physical location of the place of work)
Union Picnic Day (for financial union members only)

5.2.2. Or any day appointed under the Banks and *Bank Holiday Act* 1912 to be a substitute for any of the preceding days.

5.2.3. For purposes of this provision where the rate of wages is a weekly rate "double time and a-half " shall mean one and one-half days' wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

5.2.4. An employee will only be paid for the above public holidays if they are ready, willing and able to work if the employer requires the employee to work.

5.2.5. Where agreement is reached between the employer and the employee in writing, the employee may elect to work on a Public Holiday and substitute an alternate day off. Payment for such work shall be at the rate of time and a-half for the time worked with a minimum of four hours, and in addition the employee shall be entitled to a substitute paid day off to be taken as mutually agreed.

5.2.6. By agreement between the parties another day may be substituted for any of the public holidays nominated in this clause to any day proclaimed in lieu of any of the nominated holidays.

5.2.7. That a part-time non-casual worker whose normal roster includes a prescribed holiday should either be accorded the holiday on pay or receive the appropriate public holiday rate for work on that day

5.2.8. Casual workers who are employed on prescribed holidays should be paid at the relevant holiday rate (but exclusive of any augmentation of the casual loading).

5.3 Sick Leave

5.3.1. All full-time and part-time Employees will be entitled up to 76 hours of sick leave leave upon the completion of each year of continuous service with the Employer for absences due to personal illness or care for a member of their immediate family or household in accordance with Clause 5.6 (Family Leave). Provided that sick leave for such Employees with less than 12 calendar months service, will accrue at the rate of 0.0385 hours per ordinary hour worked.

5.3.2. The Employee will be entitled to payment of up to 7.6 hours per day, or their normal rostered hours for absences from work on account of illness if all the following conditions are met:

(a) where practicable, the Employee will notify the Employer at least three (3) hours prior to the commencement of their shift; and

- (b) the Employee will produce a certificate from a duly qualified medical practitioner, or statutory declaration specifying the likely duration of the illness for absences of 2 or more days. Provided that in the case of an Employee who has more than 2 single day absences in any year of service the Employer may request a medical certificate for each absence thereafter. Additionally the Employer may request a medical certificate form from an employee who is absent either immediately before or after a public holiday or weekend; and
 - (c) the Employee has accrued the necessary personal leave entitlements.
- 5.3.4. Sick leave will be cumulative, but no Employee will be entitled to receive payment for more than 494 hours, for absences from work through illness in any one year.
- 5.3.4. Sick Leave will not be payable during any period which the Employee is entitled to or is receiving compensation for an injury under the Workers Compensation Act 1987.

5.4 Long Service

All employees covered by this Enterprise Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of the Industrial Relations Act 1996.

5.5 Bereavement Leave

An employee (other than a casual employee) shall on the death within Australia of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, be entitled on notice to leave up to and 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 two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the Employer.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

5.6 Family Leave

All full-time and part-time Employees who have completed 12 or more months of continuous service with the Employer will be entitled to paternity, maternity, and adoption leave in accordance with the provisions of section 170 KA, KI3, and KC of the Workplace Relations Act 1996.

PART 6

MISCELLANEOUS PROVISIONS

6.1 No Further Claims

It is a term of this Enterprise Agreement that the Union and the Company undertake for the duration of the Enterprise Agreement not to pursue any extra claims.

6.2 Union Recognition

The company recognises the TWU as being the Union that shall represent all distribution and warehouse employees covered by this agreement. The Company shall provide a delegate appointed by the union reasonable access to new employees and to facilities to carry out their union business.

6.3 Right of Entry for Union Officials

An authorised TWU representative is entitled to enter at all reasonable times upon the premises and to conduct legitimate union business on site, provided that the authorised representative:

- (1) Provides 24 hours notice to the Employer of a visit or such other period as mutually agreed between the Employer and the TWU Representative (such agreement will not be unreasonably withheld);

- (2) Advises management of their arrival on site and signs the visitors book in reception (Office Hours) or the Warehouse Managers Office (after hours);
- (3) Signs out on departure using the same process;
- (4) Complies with all site safety procedures; and
- (5) Does not interfere unreasonably with the Employer's business.

6.4 Union Delegates

- (1) The employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.
- (2) A union delegate may attend to union business during work hours (on paid time provided) that they obtain the permission of their manager on each occasion prior to leaving their job. It shall be at the Employers discretion whether or not to release the employee from work at a particular time. Agreement to release a delegate will not be unreasonably withheld.
- (3) Delegates participating in the Settlement of Disputes set out in Clause 2.4 of this Agreement shall not suffer any loss of ordinary time earnings as a result providing that the authorised delegate complies with subclause (2) above.

6.5 Union Meetings

- (1) Where an on-site union meeting is required, the Delegates and TWU Organiser will consult and reach agreement with management about the timing of the meeting, in order to schedule the meeting at a time causing the least operational disruption to the Employer.
- (2) Where no agreement can be reached regarding the timing of meeting under paragraph (3), the company must agree to a time for the meeting within seven days of the request for a meeting.
- (3) Workers attending Union meetings on site will be granted paid release for up to 3 hours ordinary time annually (per calendar year) for these meetings. Individual meetings (unless by agreement) shall be limited to one half hour on each occasion. Additional paid meetings may be mutually agreed between the employer and the TWU.
- (4) Meetings required for the re-negotiation of the Enterprise Agreement shall not be deducted from the 3 hours set out above.

6.6 Blue Card

By entering this agreement the Employer agrees to the training of its warehouse and distribution Employees in Occupational Health and Safety as provided by a licensed Blue Card provider. Blue Card certification will be issued to eligible Employees at the Employers expense provided that Certificate 1 (one) level training in warehousing or distribution has been completed by the Employee. The Employer agrees to ensure that certificate 1 (one) level training in warehousing and distribution is made available to all eligible Employees.

SCHEDULE 1

The employees listed below are entitled to the following overaward wages for all purposes of this agreement:

| |
|-----------------|
| Employees Name |
| Steven Dungey |
| Steven McMillan |
| Lee Farmer |
| Lee Wilson |

| |
|------------------|
| Ray Cordina |
| Scott Davies |
| Troy Field |
| Phillip Hogdes |
| Grahame James |
| Steven Vyse |
| Matthew Northell |
| Charlie Cordina |
| Jim Morris |
| David Headington |
| Brett Barlow |

SIGNED BY ALL PARTIES TO THIS AGREEMENT

Signed On Behalf Of Pymont Management Services Pty Ltd:

.....
Colin Fechner
Regional Manager - Business Support Services
Bidvest

Witnesses by:

.....
Ian Burns
Branch Manager
Bidvest Wollongong

Signed on behalf of the Transport Workers Union of Australia (NSW Branch)

.....
A.V. Sheldon
State Secretary
TWU - NSW Branch

Witnesses by:

.....
Richard Olsen
Sub Branch Secretary
TWU - South Coast and Southern

Operative Date: - 22nd September 2004

SCHEDULE 1

| Employees Name | Weekly Wage Rate |
|-----------------|------------------|
| Steven Dungey | \$551.00 |
| Steven McMillan | \$551.00 |
| Lee Farmer | \$551.00 |
| Lee Wilson | \$551.00 |
| Ray Cordina | \$551.00 |
| Scott Davies | \$551.00 |
| Troy Field | \$551.00 |
| Phillip Hogdes | \$551.00 |
| Grahame James | \$551.00 |
| Steven Vyse | \$551.00 |

| | |
|------------------|----------|
| Matteu Northell | \$551.00 |
| Charlie Cordina | \$570.00 |
| Jim Morris | \$570.00 |
| David Headington | \$589.00 |
| Brett Barlow | \$596.22 |