

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/23

TITLE: **National Union of Workers - Australian Liquor Marketers Pty Limited**

I.R.C. NO: IRC4/7199

DATE APPROVED/COMMENCEMENT: 21 December 2004 / 5 August 2004

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/331.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all storeworkers covered by clause 6, Classification Structure, other than salaried or staff employees, employed to work at the distribution centre employed by Australian Liquor Marketers Pty Ltd - located at 4, Newington Road, Silverwater, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: Australian Liquor Marketers Pty Limited -&- the National Union of Workers, New South Wales Branch

NATIONAL UNION OF WORKERS - AUSTRALIAN LIQUOR MARKETERS PTY. LIMITED SILVERWATER ENTERPRISE AGREEMENT 2004

Arrangement

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1. Title

The Agreement may be referred to as National Union of Workers - Australian Liquor Marketers Pty. Limited Silverwater Enterprise Agreement, 2004.

2. Categories of Employment

(a) Permanent Employees

Permanent full-time employment would be on the basis of 36 hours per week averaged over the period of the agreed leisure day rosters.

The employer is committed to maximising the employment of a flexible full-time permanent employees on a year long basis and will - through the consultative committee, based on the number of casual hours required over an agreed period, not more than 12 months - identify and fill opportunities for full-time employees, wherever the needs of the customer are met, and trained competent employees are available.

(b) Casual Employees

Casual employees may be employed as Grade 1 or Grade 2 up to 36 hours in any one week. There are no restrictions on the hours of work of casuals, other than a maximum of nine and a minimum of four hours in any one day.

A Grade 2 casual may be employed only in exceptional circumstances where no permanent employee is available to perform those duties at the specific time of need.

Casuals are permitted to work overtime, provided permanent employees have been given the opportunity to work such overtime on that occasion.

Casuals may be employed up to a ratio of 15% of full time employee numbers on any one day Monday to Friday.

As an interim arrangement until such time as there are sufficient full-time employees rostered to meet the needs of our customers on Saturdays there will be no restrictions on the use of casuals on that day up to a maximum of the total number of permanent positions advertised.

The manning of Saturdays will be reviewed every three months with the consultative committee to ascertain the need for unrestricted casual arrangements on this day. Once there are sufficient full-time employee to meet the needs of our customers then the number of casuals used on Saturdays shall be no more than 15% of the permanent full-time employee employed on rosters that include Saturday work.

In peak trading periods the proportion of casuals may be increases to 30% of full-time employee - Monday to Friday; and, on Saturdays 30% of full-time employee employed on rosters that include Saturday work.

These peak periods are traditionally November to January, or as agreed by the consultative committee.

Casual employees shall be paid at an hourly rate equivalent to 1/36th of the appropriate weekly wage plus 15% calculated to the nearest cent, any part of a cent not exceeding half a cent to be disregarded.

Any dispute arising out of the employment of casuals shall be dealt with in accordance with Clause 28, SETTLEMENT OF DISPUTES of the Agreement.

(c) Part Time Employees

Part time employees would be employed for a minimum of 18 hours and up to maximum of 34 ordinary hours in any one week. There are no restrictions on the hours of work of part time employees other than a maximum of nine and a minimum of four hours in any one day.

Part time employees will not exceed 15% of the fulltime work force over the week.. This restriction excludes those current full time employees who voluntarily move to part time employment.

As an interim arrangement until such time as there are sufficient full-time employees rostered to meet the needs of our customers on Saturday, there will be no restrictions on the use of part time employment on that day up to a maximum of the total number of permanent positions advertised.

The manning of Saturdays will be reviewed every three months with the consultative committee to ascertain the need for unrestricted part time arrangements in this day. Once there are sufficient full-time employees to meet the needs of our customers then the number of part timers used on Saturdays shall be no more than 15% of the permanent full-time employees employed on rosters that include Saturday work.

Part time employees shall be employed on a roster, which shall be given, in writing to the employee at the time of employment.

The roster may be varied by mutual agreement or by the employer on providing one weeks notice of the revised roster.

Part time employees will be employed and paid at the appropriate permanent hourly rate, including loadings for shift work and for work on Saturday, Sunday or Public Holidays where appropriate. Entitlements such as sick and annual leave shall be pro-rata to the number of hours worked during a week.

(d) Seasonal or Fixed Term Employees

Seasonal or fixed term employees may be employed on a full time basis for a specific period of not less than four weeks nor more than thirteen weeks in any one engagement to meet the needs of the business.

Such employee shall be entitled to the same conditions and benefits as would apply to a permanent full time employee but shall be advised in writing upon commencement of the date of termination.

Seasonal or fixed term employees may be employed up to a ratio of 15% of the full time storeworkers numbers employed.

(e) Flexibility in Employing Casuals

ALM is committed to maximise its permanent workforce and gives the warehouse employees a very clear undertaking to that effect and it is not the intention of the Company to create a basis for casualisation of the warehouse workforce.

In addition to the existing ceiling outlined in this Clause the following flexibility may be utilised conditionally in order to meet the operational requirements of the business.

If the daily work requirements cannot be met by the existing workforce due to: sporadic disproportionate workloads; excessive absenteeism or leave, etc., then ALM shall have the option to call in additional casuals above the ceiling.

3. Rosters for Full-Time Employees

(a) Choice of Rosters

All rosters/shifts will be offered to existing permanents in the first instance by advertisement.

In principle there will be three rosters.

(i) Continuation of the existing nine day fortnight roster at a minimum of their current grading.

There would be no work rostered for Saturday or any Public Holidays.

The hours of work would be the current 36 hours averaged over 2 weeks with a leisure day each fortnight.

- (ii) Monday to Friday four day roster.

There would be no Saturday work but employees would be rostered to work the Public Holidays nominated in Clause 17 of The Agreement as they fall as part of their roster.

The hours of work would be 36 hours per week worked at nine hours per day Monday to Friday with one leisure day rostered each week. This roster is specifically designed so that rostered days off fall on a Monday and Friday.

- (iii) Monday to Saturday four day roster.

This roster includes Saturday work and work on nominated Public Holidays as they fall as part of a roster.

The hours of work would be 36 hours per week worked at nine hours per day Monday to Saturday with two leisure days rostered per week.

This roster may be offered in the future as the needs of our customers dictate. When this roster is made available it will be offered in the first instance to permanent employees.

- (iv) Regardless of which roster an employee is on, the Company will roster a number of employees onto a late start each Monday. All employees may be rostered for a late start Monday. Each employee will work one late start in four. If absent on the rostered late start the employee will work a late start on the following Monday.

- (b) Trial Period for New Rosters

At the introduction of new rosters existing employee will have a choice of the available rosters, subject to clause 3(a)iv. Employees may elect to return to their original roster within the first three months at the completion of a rotation.

The consultative committee shall discuss any problems arising with rosters during the trial period during that period.

- (c) New Employees

New employees may be required to work on rosters incorporating Saturdays, nominated Public Holidays, day, afternoon or night shifts to suit the needs of the customers.

- (d) Additional Rosters

Through the consultative committee new rosters may be introduced so that:

- (i) the Monday to Friday could be for any days to meet the needs of the customer and, when made available
- (ii) the Monday to Saturday roster could be for any days to meet the needs of the customer.

Individual employees may approach the employer for rosters to suit their individual needs. Where the needs of the customer are met this roster could be approved through the consultative committee. Where a roster is referred to the consultative committee then agreement for that roster shall not be unreasonably withheld.

Where the employer identifies the need, rosters that are different to those nominated in this Clause may be developed. Those roster vacancies - once approved by the consultative committee - shall be offered to existing employees through advertisement before being offered to a new employee.

(e) Work on Rostered Days Off

An employee on either a four-day week or nine-day fortnight may choose to offer for work on his/her day off work. If he/she works on such day the employee may elect to be paid at the ordinary rate plus 25% (ie a penalty rate of 25%) for all time worked or be given time in lieu, accrued at a rate of 125%. That is for six hours worked the employee will receive 7.5 hours in lieu

The above provision shall only operate at the discretion of the employee and the employer shall not compel the employee to work on his/her day-off work.

(f) Definition of Overtime

For the purpose of rosters - overtime is defined as hours worked outside of nominated rostered hours.

4. Hours of Day Work

(i) The ordinary working hours, exclusive of meal times, shall not exceed 9 hours per day or 36 hours per week or where appropriate, an average of 36 hours per week, over any two week period, and shall be worked in accordance with Clause 3, ROSTERS FOR FULL-TIME EMPLOYEES, of The Agreement. Such hours shall be worked between 5:00am and 6:00pm Monday to Saturday or where there is mutual consent between the parties between 4.00am and 7:00pm Monday to Saturday. Times for starting and finishing for employee(s) once having been fixed shall not be altered without giving 7 days notice to the employee(s). Provided that an earlier starting time than that provided in this Clause may be introduced by mutual agreement, without the payment of overtime.

(ii) Banking of Rostered Days Off

The warehouse manager may bank up to 5 RDO's to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of RDO's will be as mutually agreed by the employee and the warehouse manager.

5. Shift Work

(i) Definitions

Except where mutually agreed otherwise, for the purpose of this Clause:

"Afternoon Shift" means any shift finishing after 6:00 PM and at or before 12:30 AM the following day.

"Night Shift" means any shift finishing subsequent to 12:30 AM and at or before 8:00 AM.

(ii) Hours

(a) The ordinary hours of shift workers shall not exceed 9 hours per day or 36 hours per week or where appropriate, an average of 36 hours per week, over any two week period, and shall be worked in accordance with Clause 3, ROSTERS FOR FULL-TIME EMPLOYEES, of The Agreement.

Such ordinary hours shall be worked continuously except for a 30-minute break, which shall be counted as time worked.

Employees are required to put their pallet mover on charge following the cessation of each shift worked and before leaving the premises.

(b) Banking of Rostered Days Off

The Warehouse Manager may bank up to 5 RDO's to give greater flexibility to operation. This is subject to consultation with each employee concerned.

The taking of RDO's will be as mutually agreed by the employee and the Warehouse Manager.

(iii) Commencing and Ceasing Times

The time of commencing and ceasing shifts once having been determined may be varied by mutual agreement to suit the circumstances of the establishment or, in the absence of agreement, by 7 days notice of alteration given by the employer to the employee(s).

(iv) Shift Allowances

(a) A shift worker whilst on afternoon shift shall be paid for such shift an allowance of 17.5% in addition to the ordinary rate provided for in Clause 7, WAGES.

(b) A shift worker whilst on night shift shall be paid for such shift an allowance of 27.5% in addition to the ordinary rate provided for in Clause 7, WAGES.

(c) Shift work allowances shall not be decreased by virtue of a shift worker's absence from work on account of a Public Holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service.

(d) Shift Work - Casual Employees

Casual employees engaged on shift work shall be paid on an hourly basis equivalent to 1/36th of the appropriate week wage plus the appropriate shift allowance plus 15% casual loading.

(v) Overtime

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by The Agreement shall be paid at the rate of time and a half for the first two hours and double time thereafter.

Such overtime rates shall be in substitution for and not cumulative upon the shift allowances prescribed in sub-clause (iv) hereof.

NOTE: See sub-clause (iv) of Clause 11, OVERTIME, for rest periods after overtime.

(vi) Requirements to Work Reasonable Overtime

The employer may require employees to work reasonable overtime to meet the needs of the industry.

(vi) Sundays and Holidays

Shift workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 16, HOLIDAYS, or Clause 17, ROSTERED HOLIDAY WORK or Clause 19, SUNDAY WORK, of The Agreement in lieu of the shift allowances prescribed in this Clause. Where shifts commence between 9:55 PM and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing between 9:55 PM and midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.

6. Classification Structure

(a) Storeworker Grade 1-(91%)

An employee at this level performs work to the level of their training and:

1. Is responsible for the quality of their own work (subject to instructions and direction).

2. Works in a team environment and/or under routine supervision.
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses good interpersonal and communication skills.

Indicative of the task which an employee at this level may be required to perform include the following:

General labouring and cleaning duties.

Order assembling including picking stock.

Counting and sorting of products.

Satisfying internal and external customer needs.

Documenting and recording of goods, materials and components.

Basic inventory control.

Salvage.

Use of hand trolleys, pallet trucks and non-licensed material handling equipment.

Non-forklift loading of vehicles.

Basic use of VDU or similar equipment (including fixed scanner and keyboard) for a limited number of repetitious transactions requiring no discretion.

May be required to use, for training purposes, materials handling equipment which requires licensing/certification (permit for first 30 hours, after that paid mixed functions Grade 2 until licensed and re-graded).

Promotional Criteria

An employees remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(b) Storeworker Grade 2 -(94.6%)

Point of entry.

Grade 1.

Means an employee with proven and demonstrated skills (including as appropriate certification) to the level required of this grade and to the work of lower grades and who has been appointed by the employer to perform such work on a continuing basis.

An employee at this level performs work to the level of their training and is:

1. Able to work from complex instructions and procedures
2. Able to co-ordinate work in a team environment under general supervision.
3. Responsible for assuring the quality of their own work.
4. Possesses sound interpersonal and communication skills.

5. Licensed and/or certified to operate all appropriate materials handling equipment, e.g. forklift, overhead crane, carousel, etc.
6. May be required to perform the following duties:
 - Loading/unloading of trucks
 - Inventory and stores control
 - Routine maintenance of stores equipment and machinery.
 - Use of VDU or similar equipment (including terminals mounted on mobile equipment) for a limited number of repetitious transactions and the use of some discretion and simple data entry.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(c) Storeworker Grade 3 - (100.9%)

Point of Entry.

Grade 2.

Means an employee with proven and demonstrated skills (including appropriate certification) to the level of this grade and the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

An employee appointed in this capacity performs work to the level of their training and:

1. Understands and is responsible for quality control.
2. Possesses an advanced level of interpersonal and communication skills.
3. Sound working knowledge of all store duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
4. Where appropriate, accredited by the employer as competent in the understand of regulations relating to handling, storage and loading/unloading of specific product e.g. chemicals, solvent and explosives.
5. May perform work requiring minimal supervision, either individually or in a team environment.
6. Must be competent to perform the following tasks/duties;
 - Licensed to operate all appropriate materials handling equipment, e.g. forklifts, overhead crane, carousel, etc.
 - Use of VDU or similar equipment (including terminals mounted on mobile equipment) for a multiple transactions and including updating of work in progress and some maintenance and updating of stock, employee and location records.
7. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional). If first aid ticket held, first aid allowance paid in addition.

8. May also be responsible for quality control of the work other storeworkers without being responsible for their direction, i.e. checkers.
9. Receiving and labelling of incoming goods.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(d) Storeworker Grade 4 - (103.6%)

Point of entry.

Grade 3

Means an employee with proven and demonstrated skills (including appropriate certification) to the level of this grade and the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

A Grade 4 is appointed on merit and skill, taking into account the following factors:

- Clerical aptitude.
- Supervisors assessment.
- Skills, competency and experience.
- Attendance.
- Attention to detail.
- General attitude to employer standards.
- Training and education.

An employee appointed in this capacity performs work to the level of their training and:

1. Implements quality control techniques and procedures.
2. Utilises highly developed level of interpersonal and communication skills.
3. Assisting in the provision of on-the-job training and standards.
4. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
5. This position is accountable for performing some of the following tasks, or a combination thereof:

Performing multiple stores activities

Managing the information flow within the store.

Understands and applies computer techniques as they related to the stores operation including the use of VDU or similar equipment (including terminals mounted on mobile equipment) for substantial maintenance and updating of work in progress, stock, employee and location records.

Routing of transport and allocation of loads to customers.

Matching of delivery documents and purchase orders, entry to computer programs of receiving and verifications of recovery.

Has a sound knowledge of the employer's operation and product.

6. Performs the functions of a Leading Hand:

A Leading Hand is appointed by the Employer to assist in the good order of work flow in an operating area by;

1. Receiving instructions and allocating the work flow to employees.
2. To control the standards of work and work output set by management and other employees.
3. To determine shortages in labour, or material or equipment to the management employee for consideration.

Where a failure in training or behaviour occurs a Leading Hand shall disengage from further action and place the matter into the hands of management.

None-the-less this does not preclude the Leading Hand from giving training but only on the general instructions of a Manager.

A Leading Hand shall not become involved in planning Annual Leave rosters or rostered days off except by consultation with a Manager to ensure an orderly overview of work cover, nor in discipline for behaviour, absenteeism or performance.

However, a Leading Hand shall give advice to the Manager or other employees to assist with each of the above but only to the extent of ensuring good order and work flow.

A Leading Hand shall not breach any confidence placed in them by fellow employees or by management employee.

(e) Adoption of Classification and Grades

In implementing classifications and gradings:

No current employee shall lose status or pay.

It is clearly recognised and accepted that:

Promotion is based on training (including appropriate certification) and competence at the grade and lower grade tasks. Competence is performing work to the standard required.

Continue work in grade is based on competence. Pay for grade continues (once certified) if work is performed at a lower grade.

All current graded employees will be placed in equivalent grades.

Current reserve forks on completing training would have first option of available permanent positions in Grade 2 - after three months settling period of new rosters.

If employees are equal in competence and limited training opportunities exist at a higher grade, then, all things being equal, opportunity for training at a higher grade will be based on length of service.

Training and access to training and issues regarding training, competence and certification will be dealt with by the consultative committee.

Existing employees appointed to Grades 3 and 4 will develop skills of all tasks of current and lower grades.

National competency standards, when issued, will have to be married into the classification structure. This will be done by agreement of the consultative committee.

7. Wages

The weekly wage for employees covered by The Agreement shall be as set out hereunder:

Storeworker	Prior to Agreement	From 30-Aug-04	From 30-Aug-05
Grade 1	\$682.67	\$709.98	\$738.38
Grade 2	\$702.53	\$730.63	\$759.86
Grade 3	\$736.48	\$765.94	\$796.58
Grade 4	\$751.30	\$781.35	\$812.61

The above wages include \$3.50 consideration for a dress and/or uniform allowance.

Wages shall be paid from the first full wage period after the date nominated in the table above.

8. First Aid

- (i) The employer shall provide a properly equipped first-aid room with a fully maintained first-aid kit.
- (ii) Qualified first-aid personnel shall be available at all times work is being performed.
- (iii) A qualified first-aid attendant who is appointed to carry out the duties of a qualified first-aid attendant shall be paid \$13.00 per week in addition to his/her appropriate rate.
- (iv) In the absence of the regular first-aid personnel qualified relief shall be provided and shall be paid the said additional allowance whilst engaged on such relief.

9. Payment of Wages

- (i) Employees shall be paid prior to the close of business hours on Wednesday of each week. Casual employees shall, where practicable, be paid at the termination of their engagement.
- (ii) Wages will be paid by Electronic Funds Transfer, hereinafter called EFT, into the financial account of the employee's choosing. Costs associated with an employee running the financial account are compensated within the wages paid as per the Agreement.
- (iii) Payment for annual leave will be paid into the employee's nominated account not later than the Wednesday prior to taking the leave.
- (iv) Any adjustments to wages will be paid manually.

10. Mixed Functions

An employee employed for 2 hours or more per day or 10 hours or more per week on work other than that on which he/she is regularly 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 whilst so employed.

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

11. Overtime

- (i) Overtime shall mean all time work: -
 - (a) Before an employee's rostered starting time or after an employee's rostered finishing time, Monday to Saturday inclusive as provided for within Clause 3, ROSTERS FOR FULL-TIME EMPLOYEES, of the Agreement.
 - (b) Outside the ordinary spread of hours prescribed in Clause 4, HOURS OF DAY WORK, or Clause 5, SHIFT WORK, of the Agreement.
 - (c) Outside the specified maximum hours prescribed in the said Clause 4 or Clause 5 of the Agreement.
- (ii) Overtime shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Employees who have been notified of the intention to work overtime on a Saturday shall be paid for a minimum of 4 hours even if such 4 hours are not worked. Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.
- (iv) The employer may require employees to work reasonable overtime to meet the needs of the industry.
- (v) Rest period after overtime

When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary hours on one day and the commencement of his ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This sub-clause shall not apply in respect to overtime worked on Saturday and/or Sunday.

12. Meal Hours

- (i) Not less than thirty minutes nor more than one hour between the hours of 12:00 noon and 2:00 PM shall be allowed for lunch, such meal break to be unpaid.

The time for partaking thereof shall be fixed by the employer but once having been fixed shall not be altered without seven days notice.
- (ii) An interval of not less than 30 minutes between 5:00 PM and 6:00 PM shall be allowed for tea.
- (iii) An employee required to work overtime on a Saturday, Sunday or Public Holiday other than as provided in sub-clause (iv), shall be allowed a paid crib break of 20 minutes for each completed 5 hours worked. The said 5 hours to be calculated from the time of each commencement of work.
- (iv) An employee required to work overtime for a period of 9 hours between the hours of 5:00 AM and 6:00 PM on a Saturday, Sunday or Public Holiday, may be allowed usual weekday lunch break and, in that case, the provisions of sub-clause (iii) of this clause shall not apply,.

- (v) Provided that the employer and its employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.
- (vi) Times of breaks may also be adjusted through the consultative committee.

13. Meal Hour Rates of Pay

- (i) Meal hours, if worked, shall be paid for at the rate of double time, provided that this rate shall not apply to the tea hour if work ceases within 1 hour after finishing time.
- (ii) Employees working any portion of the meal time shall be paid if the period is less than 30 minutes for 30 minutes and if over 30 minutes for the full meal break.

14. Meal Allowance

- (i) An employee who works overtime on any week day beyond 1 hour after the normal ceasing time, shall be paid for such day \$9.41 as a meal allowance. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he shall be paid an amount of \$9.41.
- (ii) Where a shift worker works overtime for more than 1 hour prior to the normal commencing time of this shift, he shall be paid a meal allowance of \$9.41.
- (iii) A day worker who works overtime prior to 5:00am on any day shall be paid a breakfast allowance of \$9.41.
- (iv) Should an employee undertake to work overtime nominated by the employer and then fail to work the full period of overtime so nominated he shall forfeit from any monies owing to him the amount of the meal allowance.

Provided that this sub-clause will not apply to a day worker who is no more than 10 minutes late to work the nominated period of overtime prior to his normal starting time due to exceptional circumstances that are accepted by management as bona fide.

- (v) Meal money will be paid, by EFT into the employee's nominated bank account, the week following the employee's entitlement of the meal allowance.

15. Crib Time

Where work performed by a day worker is to continue after 9:00pm a break of 30 minutes shall be allowed from 8:30 PM and such time shall be counted as time worked.

16. Holidays

- (i) The following holidays or the days upon which they are observed shall be allowed to all weekly employees without deduction from the weekly pay, vis: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, the second Friday in February, Labour Day, Christmas Day and Boxing Day, together with all other statutory and/or gazetted Public Holidays for the State.
- (ii) For time worked on any holiday, other than Christmas Day and Good Friday, double ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours. For time worked on Christmas Day and Good Friday, treble ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours.
- (iii) Where an employee is rostered so that he does not work his ordinary hours on the same days each week and the employees rostered leisure day falls on a Public Holiday prescribed in sub-clause (i) of this clause, the employee shall be entitled to one substituted day.

Provided that the day to be taken as a substitute leisure day shall be determined by the employer and shall be granted on the same day of the week as the leisure day originally fell, within a period of 4 weeks prior or 4 weeks subsequent to the Public Holiday occurring.

- (iv) The second Friday in February referred to in sub-clause (i) shall not be a closed day and with mutual agreement of the employer and the employee concerned, one of the following options may be taken:

One extra days pay

OR

One day added to Annual Leave

OR

One day in lieu

17. Rostered Holiday Work

- (i) Notwithstanding the provisions of Clause 16, HOLIDAYS, of the Agreement, where an employee as part of his/her normal roster is required to work on a nominated Public Holiday, the time so worked shall attract a loading of 150% in addition to the days pay.
- (ii) Nominated Public Holidays to be worked as part of the roster referred to in sub-clause (i) of this clause are Australia Day, Anzac Day, Queens Birthday and Labour Day (or the days in substitution thereof).

18. Saturday Work

- (i) Where permanent employees are rostered for Saturday work, the all purpose weekly rate shall be increased to reflect on a basis pro-rata to the proportion of Saturday work in the total work of a roster rotation, a loading of 60% for Saturday work.
- (ii) Casual, part-time and limited tenure employees will be paid 60% loading for hours worked on Saturday.
- (iii) Saturday loading will be paid in addition to shift and casual loading.
- (iv) This clause shall not apply to overtime worked on Saturday.

19. Sunday Work

Work performed on a Sunday shall be paid for at the rate of double time and a half with a minimum of 4 hours. Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

20. Annual Leave

- (i) See *Annual Leave Act 1944*, as amended.
- (ii) An employee at the time of his/her entering upon a period of 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, calculated on the basis of 1 week's wage or 3 hours ordinary pay for each month, including a shift allowance where appropriate.
- (iii) The loading prescribe 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.
- (iv) The provisions of sub-clause (iii) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

21. Long Service Leave

See *Long Service Leave Act 1955*, as amended.

22. Sick Leave

- (a) An employee for the time being working under the Agreement who after not less than 3 months continuous service with the employer is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers Compensation Act 1987, as amended, not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary times rates of pay for the time of such non-attendances; provided that he/she shall not be entitled to paid leave of absence for any period in respect of which workers compensation. Provide however that once an employee has had 3 months continuous service with the employer he/she shall be paid for any absence owing to illness during the first three months.
- (b) An employee shall, within 24 hours of the commencement of such absence, inform the employer of his/her inability to attend for duty, and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- (c) The employee shall prove to the satisfaction of the employer, or in the event of a dispute, the Industry Relations Commission of New South Wales, that he/she is or was unable on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) The employee shall not be entitled to sick leave in excess of the following:
 - In the first year of employment
One week one day or 44 hours
 - In the second year and up to and including the four year of employment
One week three days or 60 hours
 - In the first year and thereafter
Two weeks or 72 hours
- (e) 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.
- (f) No employee shall be retired on the grounds of ill health until his/her 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.
- (g) Untaken sick leave shall be paid on termination of employment as previously agreed.
 - (ii) For the purposes of this clause, continuous service shall be deemed not to have been broken by:
 - (a) Any absence from work on leave granted by the employer, or
 - (b) Any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall in each case, be upon the employee.Provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.
 - (iii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying hereunder.
 - (iv) An employee who is absent without leave on the working day before or the working day after their 'rostered leisure day' shall be liable to forfeit wages for that day except where the employee

produces medical evidence that is unsatisfactory to the employer, to the extent that his/her absence was caused through personal illness or injury.

(v) **Single Day Absences**

Employees under the Agreement shall in any year of employment be allowed the first two separate single days absence on account of personal illness or injury without production of proof of such illness or injury.

All other sick leave shall be subject as proof provided in sub-clause (i)(c) of this clause.

Provided that where the employer has reasonable proof to suspect that an employee has abused his/her entitlement under this sub-clause the employer and the union shall investigate and discuss the matter. At all times the employer's representative shall be welcome to attend the discussion.

(vi) Entitlements under this clause do not extend to any employee on his/her rostered leisure day.

23. Bereavement Leave

- (i) An employee shall on the death of wife, husband, mother, father, brother, sister, child, step-child, grandchild, parent-in-law, foster parent or grandparent, 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 working days. In the case of attendance of a funeral of such relation in 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 employer, if so requested, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, he/she shall be entitled to 1 day only, unless he can demonstrate to the employer that additional time up to a period of 3 days was justified.

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.

For the purposes of this clause, the words "wife" and "husband" 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.

- (ii) Entitlements under this clause do not extend to an employee on his/her rostered leisure day.

24. Fares and Travelling

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

25. Terms of Engagement

- (i) Employment shall be on a weekly, part-time or casual basis.
- (ii) Employment of weekly and part-time employees during the first week of service shall be from day to day at the weekly rate, terminable by a days notice on either side but the employer shall indicate clearly to an employee at the time of engagement whether he/she is being engaged as a weekly, part-time or casual employee.
- (iii) Subject as provided for elsewhere in the Agreement employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wages.

- (iv) New Employees
 - (a) A new employee shall be placed on a one month probationary period.
 - (b) A new permanent employee who has worked for the employer as a casual over the previous six months shall not be required to serve the probationary period.
 - (c) An employee in the probationary period shall have entitlements equivalent to that of other employees in the same classification.
 - (d) The probationary period shall be calculated within the service of employment for the employee.

26. General Conditions

- (i) A first-aid kit shall be provided, at the employer's expense.
- (ii) Each employee on the termination of his/her engagement shall, on request, be given a statement in writing, signed by the employer stating the position held by the employee and his/her length of service
- (iii) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (iv) Employees shall be provided with reasonable dining accommodation, locker, change rooms, adequate washing and toilet facilities and plentiful supply of hot water and refrigerated water for drinking.
- (v) Employees shall be allowed a 10 minute morning and afternoon break, or such other practice that exists as at the making of the Agreement.
- (vi) Parental Leave: See *Industrial Relations Act 1996*.
- (vii) Workers Compensation: See *Workers Compensation Act 1987*. Leisure days do not accrue whilst on Workers Compensation.
- (viii) The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training.
- (ix) The Agreement shall comply with any Legislation in New South Wales or Federal Legislation dealing with Anti-Discrimination.

27. Union Delegates

Where an employee is elected by his/her fellow employees as a union delegate, and his/her name forwarded in writing to the employer, the said union delegate shall be allowed by the employer such time as is necessary to interview the employer's representative on matter affecting the employees he/she represents.

Each union delegate is entitled to up to 10 days per year to attend union training and or meetings that are relevant to the business. Such absences from the business can only be made with the prior consent of the Warehouse Manager. Consent will not be unreasonably withheld

28. Settlement of Disputes

Any disputes arising out of employment shall be referred by the union delegate to the employer representative appointed for this purpose.

Failing settlement at this level between the employer 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 employer.

All efforts shall be made by the employer and the union organiser to settle the matter, but failing settlement, the union organiser shall refer the dispute to the union Secretary and the employer may refer the dispute to his representative. The union secretary shall take the matter up with the employer's representative.

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.

At any time either party shall have the right to notify the dispute to the Industrial Registrar of the Industrial Relations Commissions of New South Wales.

29. Counselling Procedure

- (i) Where an employee's attendance and punctuality is not to the satisfaction of the employer, the employee shall be entitled to two separate warnings.
- (ii) Such warnings shall be given formally and shall be in writing. A copy of the warning report shall be given to the union secretary.
- (iii) The union delegate or co-delegate or alternate of the shift in question shall be present at the time of warning.
- (iv) If following the aforesaid warnings, the employee's attendance and punctuality of attendance remains not to the satisfaction of the employer, the Employee may be terminated forthwith.
- (v) The procedure outlined in this clause shall be adopted in respect to the issue of work performance.

30. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

- (ii) Entitlements under this clause do not extend to an employee on his/her rostered leisure day.

31. Attendance at Repatriation Centres

- (i) 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:
 - (a) Such time does not exceed 4 hours on each occasion.
 - (b) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Department of Veterans Affairs as a result of each such visit.
 - (c) The employee produces satisfactory evidence to the employer that he/she is so required to and subsequently does attend a repatriation centre.
- (ii) Entitlements under this clause do not extend to an employee on his/her rostered leisure day.

32. Special Allowances

- (a) Dirt Money
 - (i) Where a warehouse supervisor and an employee agree that a function to be performed by the employee is obnoxious or involves cleaning of an area which is very dirty or strong smells are emitted or involves work in muddy conditions or slippery and wet circumstances, then the employee shall be paid, in addition to his/her normal hourly rate, 38 cents per hour whilst working in conditions stated above.

(b) Training

- (ii) An employee requested by the employer to train another employee in warehouse functions shall be paid, in addition to his/her normal hourly rate, 55 cents per hour whilst so engaged in training. An employee who is required to train another employee in warehouse functions for more than four days in any one week shall be paid, in addition to his/her normal weekly wages, \$20.00 for that week but shall not be paid the 55 cents per hour for the time whilst training the employee.

33. Standard of Work

- (i) The employer shall manage so as to achieve the highest productivity and efficiency reasonably open to his business from the employee. This will be achieved by improved management and application by employees in order to maximise the number of cartons out the door per paid hour of work.
- (ii) The employees accept the need to work to their best efforts in accordance with the principle of a fair day's work.

34. Employee Assurance

- (i) In the event the employer decides to contract out work or should the employer sell off a part of its business, the Employer undertakes to:
- (a) Give to the employees and to the union as much notice as possible as to the Employer's decision; and
- (b) Enter into discussions with the union to minimise the effects on existing employees, and
- (c) If a part of the business is to be sold off, the employer will explore and promote the possibility of transferring the employees affected by the decision to the purchaser of the business.

35. Redundancy

- (i) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected.
- (ii) Leave is reserved for the parties to negotiate a redundancy package during the life of this agreement should the need for redundancies occur.

36. Transmission of Business

- (i) Where a business is before, on or after the date of this agreement, transmitted from an employer (in this Clause called the transmittor) to another employer (in this Clause called the transmittee) and an employee who at the time such transmission was an employee of the transmittor in that business becomes an employee of the transmittee. The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission and the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

37. Damaged Stock

In accordance with the conditions outlined in an exchange of letter between the parties dated 4 February 1985 and 28 February 1985, an employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock within the recognised central damaged stock area shall be paid the rate prescribed for a Storeworker Grade 3 (previously described as "receiver").

38. Right of Entry

See Section 297 of the *Industrial Relations Act* 1996.

39. Basis of Agreement

- (i) The Agreement is entered into by the employer on the condition that:
 - (a) The union, its officials and its members accept and honour in full the terms of the Agreement during its currency.
 - (b) There will be no claims for alterations to any of the terms of the Agreement prior to the nominal expiry date of the Agreement.
- (ii) The Agreement satisfies all previous claims made against the employer by the union.
- (iii) It is agreed that there will be no further claims for alterations or any further money increases, including the National Wage, State Wage or award movements prior to 4 August 2002.
- (iv) Neither the Agreement nor any part thereof shall be used by the employer or the union as evidence or example before any Court or Tribunal in respect of proceedings by or against any other employer or union.

40. Consultative Committee

The consultative committee would continue during the life of the Agreement and will deal with issues such as:

training and access to training and issues regarding training, competence and certification.

agreed measures of productivity.

discussions on amending standards (targets) if necessary and determine the best method to be implemented to achieve those targets.

discussion on agreed mechanism to enable future wage increases in return for productivity and efficiency after the period of the Agreement.

all discussions under this clause shall have regard to occupational health and safety.

41. Union Recognition

- (i) The employer shall recognise the union as the appropriate union to cover warehouse employees.
- (ii) The employer shall not take any steps to prevent or actively dissuade an employee from joining the union and shall not encourage or actively promote resignations from the union of existing employees.

42. Area, Incidence and Duration

- (i) The Agreement applies to all storeworkers covered by Clause 6, CLASSIFICATION STRUCTURE, hereof, other than salaried or staff employees, employed to work at the employer's distribution centre located at Newington Road, Silverwater, NSW.
- (ii) The parties accept that the Agreement has been reached without duress.
- (iii) The Agreement shall be Registered in the Industrial Relations Commission of New South Wales and is made for a period of two years. Negotiation for a replacement agreement may commence within three months of the nominal expiry date.
- (iv) The Agreement rescinds and replaces Enterprise Agreement E.A. 287/94 made between the parties and registered 11 August 1994.
- (v) To the extent of any inconsistency the Agreement shall prevail over the Storemen and Packers, General (State) Award.

(vi) Pursuant to Section 42 of the *Industrial Relations Act* 1996, the Agreement continues in force until varied, rescinded or terminated.

43. Signatures:

Print Name:

Signed for and on behalf of
The National Union of Workers
NSW Branch

Witness
Print Name:

Print Name:

Signed for and on behalf of
Australian Liquor Marketers Pty Limited

Witness
Print Name: