

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/343

**TITLE:** **Bidvest Sydney Warehouse - Certified Agreement 2005-2007**

**I.R.C. NO:** IRC5/5211

**DATE APPROVED/COMMENCEMENT:** 27 October 2005 / 1 September 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 23

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Carzen Pty Limited t/as Bidvest, located at Unit A, 5-7, Hill Road, Homebush Bay, NSW 2127, who fall within the coverage of the Storemen and Packers, General (State) Award.

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

## BIDVEST SYDNEY WAREHOUSE — CERTIFIED AGREEMENT 2005-2007

### ARRANGEMENT OF CERTIFIED AGREEMENT

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## **PART 1 - INTRODUCTION**

### **1.1 TITLE**

This Certified Agreement shall be known as the BIDVEST SYDNEY WAREHOUSE - CERTIFIED AGREEMENT 2005-2007.

### **1.2 DEFINITIONS**

"**Act**" means the Industrial Relations Act 1996.

"**Agreement**" means Bidvest Sydney Warehouse - Certified Agreement 2005-2007.

"**NSWIRC**" means the New South Wales Industrial Relations Commission.

"**Award**" means the Storeman and Packers General Award (State) Award .

"**Job Title**" means the skill and wage level to which an Employee appointed by the Employer on engagement or promotion.

"**Employer or the Company**" means Carzen Pty Ltd (ACN 074 412 392 ) trading as Bidvest Sydney.

"**Immediate member of family or household**" means:

- (a) spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as their spouse or on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee

"**Employee**" means an employee of Carzen Pty Ltd (ACN 074 412 392 ) trading as Bidvest Sydney who is classified under this Agreement and performs work at Homebush Sydney.

**“Mutual Agreement”** means a written agreement reached between the Employee and the Employer. This may include the initialing of the roster and/or timesheet by the Employee and the Employee’s Supervisor or Manager.

**"Ordinary rate of pay"** means the hourly rate of pay set out in clause 3.2.1.

**"Parties"** means Employer, Employees and the Union.

**"Week"** means calendar week. In order to calculate a week for the purposes of this Agreement for a full-time employee, 38 ordinary hours, and for part-time means the average number of ordinary hours per week over the previous 12 months of their employment or such lesser period if their employment with the Company is less than 12 months.

**“Union”** means the National Union of Workers (New South Wales Branch) .

### **1.3 CERTIFIED AGREEMENT COVERAGE**

This Agreement shall apply to Carzen (Pty) Limited trading as Bidvest and its employees in Sydney NSW.

### **1.3 DATE & PERIOD OF OPERATION**

This Certified Agreement shall take effect from the September 1, 2005 and remain in force until September 1, 2007. The parties agree to adhere to this agreement until the specified date regardless of any legislative change.

### **1.5 CERTIFIED 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.

### **1.6 PROCEDURES FOR CHANGE**

- (1) As part of the Structural Efficiency exercise and as an ongoing process to improve productivity and efficiency, discussions should take place 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 to a single bargaining unit.
- (2) The Consultative processes established in the enterprise in terms of this Certified 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 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 - CONTRACT 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 either party 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 then an employee, subject to instant dismissal, is entitled to their wages and all entitlements due up to the time of such dismissal only:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 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) Casual employees in whatever capacity shall not be required to give or receive a period of notice to terminate their engagement.
- (6) **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 Certified 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**

Redundancy shall apply in accordance with clause 34 of the Storeman and Packers General Award (State) Award. The union may make representations on severance pay to the Company during the life of the agreement in the event that redundancy occurs.

## **2.3 TRANSMISSION OF BUSINESS**

Where the business is transmitted from the employer to another employer and an employee was employed by the employer becomes an employee of the transmittee:

- (1) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (2) the period of employment of the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee ;and
- (3) The employee will not be due any severance payments in accordance with clause 2.2 above.

## **2.4 SETTLEMENT OF DISPUTES**

- (1) The duly appointed union representative on the site shall discuss any matter affecting the employees they represent 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.
- (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 affected, the status quo shall remain. For the purpose of this clause status quo means the status quo prior to the dispute commencing.



## **PART 3 - JOB GRADES AND WAGES**

### **3.1 JOB GRADES**

It is the company's objective to provide employees who demonstrate a high standard of work performance and commitment with a career path. Accordingly, the employees 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 the employees supervisors and managers; and
- a position being available for the employee.

If an employee is promoted to a higher job grade during the term of this Agreement, the employees ordinary rate of pay will be adjusted in accordance with the relevant position and the employee will be provided with a further letter of appointment from the Company confirming the 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;

#### **(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 (including goods receivable, forklift operation, quality assurance, and work without direction);

(c) **Grade 4**

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 Hands;

(d) **Grade 5**

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:

- Warehouse Supervisor;

### 3.2 WAGES

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

<b>JOB GRADE</b>	<b>FULL-TIME EMPLOYEES Per Week \$</b>	<b>CASUAL EMPLOYEES (Rate per hour)</b>
<b>GRADE 1</b>	\$582.145	\$18.89
<b>GRADE 2</b>	\$602.087	\$19.54
<b>GRADE 3</b>	\$609.763	\$19.79
<b>GRADE 4</b>		

	\$634.65	\$20.60
<b>GRADE 5</b>	\$651.72	\$21.15

(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 5% on September 1, 2006.
- (3) In addition to the above rates employees working in chillers shall be paid a weekly allowance of \$10.50 per week or \$2.10 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. This allowance shall be paid in accordance with clause 3.5 (Two or More Classes of Work)
- (4) In addition to the above rates employees working in freezers shall be paid a weekly allowance of \$18.50 per week or \$3.70 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. This allowance shall be paid in accordance with clause 3.5 (Two or More Classes of Work)

The allowances in subclauses (3) and (4) above shall not apply to an employee whilst they are on sick leave.

### **3.3 PAYMENT OF WAGES**

- (1) Wages shall be paid at least once in every week in the employer's time by EFT.
- (2) 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.

### **3.4 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, the employee shall receive such higher rate of pay whilst so employed.

### **3.5 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.

### **3.6 SHIFT ALLOWANCE**

For work done on afternoon shift the ordinary rate of pay shall be increased by fifteen per cent per shift.

Employees working a non-rotating permanent night shift shall receive a thirty percent shift loading.

For the purposes of this clause:

Afternoon Shift shall mean any shift finishing after 6.00pm and at or before midnight.

Night shift shall mean any shift finishing subsequent to midnight and at or before 8.00am.

Provided that these shift allowances shall not apply to shift work performed on a Saturday and Sunday.

### **3.7 WEEK-END PENALTY RATES**

All ordinary time worked by any employee between midnight Friday and midnight Saturday shall be paid for at time and sixty percent.

## **PART 4 - HOURS OF WORK, OVERTIME, ROSTERS, AND BREAKS**

### **4.1 HOURS OF WORK**

#### **4.1.1 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 10 hours. Provided that for employees employed prior to 1September 2003 working a 10 hour day will be voluntary as mutually agreed;
- (c) All ordinary hours are to be worked between 6am and 6pm Monday to Saturday, provided that where an employee and the employer mutually agree ordinary hours may be worked between 4am and 6pm Monday to Saturday. Provided that all work on a Saturday for employees employed prior to 1September 2003 will be voluntary as mutually agreed;

#### **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 10 hours per day. Provided that for employees employed prior to 1September 2003 working a 10 hour day will be voluntary as mutually agreed;
- (c) All ordinary hours are to be worked between 6am and 6pm Monday to Saturday, provided that where an employee and the employer mutually agree ordinary hours may be worked between 4am and 6pm Monday to Saturday. Provided that all work on a Saturday for employees employed prior to 1September 2003 will be voluntary as mutually agreed;

#### **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 Saturday 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. Provided that all work on a Saturday for employees employed prior to 1September 2003 will be voluntary as mutually agreed;

- b) All ordinary hours are to be worked with a maximum of 10 hours per day. Provided that for employees employed prior to 1 September 2003 working a 10 hour day will be voluntary as mutually agreed;

## 4.2 CASUALS

Casual employees shall be paid one thirty-eighth (1/38<sup>th</sup>) 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 10 hours per engagement. Provided that for employees employed prior to 1 September 2003 working a 10 hour day will be voluntary as mutually agreed. A casual employee will work a maximum of 38 ordinary hours in any one week. Any labour hire casual employees shall be paid in accordance with this clause.

23% of the Ordinary Hourly + Base Rate	(Ordinary (Hourly Base X (Rate		Relevant Penalty Percentage	) ) )	=	Applicable Casual Hourly Rate
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## 4.3 ROSTERS

4.3.1 Rosters shall be posted by the employer one (1) week prior to the commencement of the roster. Employer may alter the roster to suit the operational requirements of the business with 48 hours notice.

4.3.2 The employer and the employee may mutually agree in writing to change a rostered shift/s.

4.3.3 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.

4.3.4 Rosters shall provide a 10 hour break between rostered shifts.

4.3.5 The employer shall have the right to change any roster in emergency circumstances (stand down) arising from causes outside of the employer's control, which may involve the possibility of physical danger to employees or plant.

4.3.6 Prior to implementing the ten (10) hour day the employer with have consultation with the Union.

## 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 10 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 Meal Breaks on Overtime* – An employee shall be paid a meal allowance of \$9.35 after one hour's overtime. Provided that the Employer will increase the meal allowance in accordance with the Award when notified by the Union in writing of the variation. Any employee required to continue working for four hours overtime or more shall be allowed 30 minutes for a meal break. No deduction of pay shall be made for such meal break.

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 with the permission of the employer. Or
- (d) where there is agreement between the employer and the employee.

## **4.5 MEAL BREAKS**

All employees who work five hours or more on any one day shall receive a thirty (30) minute meal break at a time that will not interfere with the continuity of work. The meal break for day workers will be unpaid and the meal break for shift workers will be paid.

## **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 AND PUBLIC HOLIDAYS**

### **5.1 ANNUAL LEAVE**

- (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.

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

- (2) 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.
- (3) Unless otherwise mutually agreed, the Employer may require the Employee to take any annual leave entitlements owing on the giving of 21 days notice in writing to the Employee.
- (4) Employees will in addition to their annual leave be entitled to leave loading calculated on the basis of 17.5% of their annual leave entitlement at the time of taking such leave or on termination.

### **5.2 STATUTORY HOLIDAYS**

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

Anzac Day  
New Years Day  
Australia Day  
Easter Saturday  
Easter Monday  
Queens Birthday  
Boxing Day  
Labour Day  
Union Picnic Day (for union members only)  
Or any day gazetted by the State or Federal Government.

- (2) All work done by any employee on the following days shall be paid for at the rate of treble time: -

Good Friday,  
Christmas Day

- (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. For purposes of this provision where the rate of wages is a weekly rate "treble " shall mean two days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- (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) 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. If there is no agreement then the employee will be paid the appropriate rate for the day so worked
- (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.
- (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
- (8) Casual workers who are employed on prescribed holidays should be paid at the relevant holiday rate.

### **5.3 SICK LEAVE**

- (1) All full-time and part-time Employees will be entitled up to 10 days of sick 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).
- (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. An employee must notify the employer of their inability to attend work prior to the commencement of their shift; and
  - (b) the employee will produce a certificate from a duly qualified medical practitioner 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 from an employee who is absent either immediately before or

after a public holiday or if the employee is absent on the first or last day of their rostered week;  
and

- (c) the employee has accrued the necessary personal leave entitlements.
- (3) 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.
- (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 LEAVE**

All employees covered by this Certified Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of the *Long Service Leave Act 1955*.

#### **5.5 BEREAVEMENT LEAVE**

An employee (other than a casual employee) shall on the death 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**

Shall be in accordance with the Storeman and Packers, General (State) Consolidated Award.

## **PART 6 - MISCELLANEOUS**

### **6.1 NO FURTHER CLAIMS**

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

### **6.2 ANCILLARY PROVISIONS**

- (1) **Tools to be Supplied** - All tools shall be supplied free by the employer to all employees provided for under this Certified Agreement. All reasonable care shall be taken of the tools by the employee, and he shall return them to a responsible officer when finished with.
- (2) **Protective Clothing in Freezers** - Freezer suits and boots shall be supplied by the employer for employees working in freezers.
- (3) **Gloves** - Employees working in cold rooms shall be supplied with gloves and for other uses, where required by the employer.
- (4) **Boots** - Employees to be supplied with one pair of boots, and those to be replaced on a fair, wear and tear basis.

### **6.3 ANTI-DISCRIMINATION**

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, sexual harassment, and intimidation. All employees of the Company acknowledge that any discriminatory conduct, sexual harassment, or discrimination on their part will be strongly disciplined with the possibility of termination of employment.

Further information on discrimination and/or sexual harassment is included in the Staff Handbook.

### **6.4 STAND DOWN**

The Company may stand an employee down without pay for a temporary period due to circumstances beyond their control (ie cyclonic or flood conditions prevent access to work or a shutdown of all or part or all the Company's operations) that prevents an employee from being

usefully employed. Provided that prior to any stand downs the Employer will notify and have discussions with the Union.

On the approval of the employer an employee may be paid their accrued annual leave or banked hours during a stand down period.

## **6.5 PARTIAL EXEMPTION**

Provided that where a full-time employee is being paid a salary equivalent to or more than 25% in excess of the adult wage rate for a similar class of employee within this Agreement the employee will be excluded from the provisions of this Agreement except for the following provisions of the Agreement:

Clause 2.1	Contract of Employment
Clause 2.2	Redundancy
Clause 3.6	Superannuation
Part 5	Leave (except clause 5.2 Public Holidays)

All leave accrued under Part 5 of the Agreement will be calculated on the basis that the employee works a 40 hour week on the salary paid to the employee regardless of the hours worked by that employee.

Employees appointed under this clause are required to give the Company at least 4 weeks notice in writing of their resignation or such lesser period as directed by the Company.

## **6.6 ABSENTEEISM CONTROL MEASURES**

Sick leave is unlike annual or long service leave in that it is conditional upon on an employee being ill or injured to the point of being unfit for duty.

This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of Clause 5.3 (Sick Leave).

At the end of each (3) monthly period, the employer shall review of sick leave records with a view to establishing a list of employees whose record of attendance gives cause for reasonable concern.

Any employee with an unsatisfactory record shall be interviewed by the employer. The employee may have their Union Delegate, Organiser, or other representative present. If the employee can not provide a satisfactory reason for the absences, then a letter of warning will be issued to the employee.

If no improvement is observed in the next period, the employee is to be again interviewed, and if the employee can not provide satisfactory reasons for their absences, then a second letter of warning be sent to the employee.

If the above action still results in unsatisfactory attendance at work then a final warning is to be given and if this is disregarded then good grounds will have been established for termination of employment.

The above procedure does not operate to withdraw the employer's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely on sick leave. That is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

## **6.7 COUNSELLING PROCEDURE**

This counselling and warning system may be applied to an employee's productivity, time-keeping, job performance, safety attitude, absenteeism or any other matter as determined by the employer as follows: -

- (1) When an incident or matter of concern warrants corrective action, the supervisor or manager will have a counselling session with the employee, fully explaining the corrective action required.
- (2) A repeat incident by the employee or the failure of the employee to meet the required standard set by the employer will result in a first warning being given to the employee.
- (3) A further repeat of this incident or the continued failure of the employee to meet the required standard set by the employer will result in a final warning being given to the employee.
- (4) These warnings will be retained in the employee's file for a period of one year after which time they will be revoked. A further occurrence will result in the dismissal of the employee.
- (5) However, if the first incident is considered severe enough, the first warning in that instance can be regarded and recorded as a final warning.
- (6) The employee may be represented by the Union or any other nominated person at any of the above steps.

## **6.8 UNION RECOGNITION**

The company recognises the NUW as being the Union that shall represent warehouse and distribution workers 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.

## **6.9 UNION DELEGATES**

- (1) The Employer will recognise the Union delegate who is elected by the union members on-site as the representatives of the Union.
- (2) A union delegate will be provided reasonable time with all new employees as part of their induction ,on paid time, to discuss and explain this agreement.

The Company agrees to release the elected delegate/s to attend up to a maximum total of four (4) days union training per year provided that the union provides at least two (2) weeks notice and appropriate documentation, if required.

**SIGNATORIES**

**FOR AND BEHALF OF CARZEN (PTY) LTD (ACN 07 4 412 392) TRADING AS BIDVEST SYDNEY:**

**FOR AND BEHALF OF THE NATIONAL UNION OF WORKERS ( NEW SOUTH WALES BRANCH) BY THEIR AUTHORISED PERSON:**

\_\_\_\_\_  
Signature

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Signature

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Print Name

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Print Name

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Date

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**Witnessed by:**

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