

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/118

TITLE: **Breville Pty Ltd Enterprise Agreement 2005-2007 - Botany Site**

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Breville Pty Ltd, who are engaged as Storemen and Packers at the Botany Distribution Centre located at Building 2, 1A Hale Street, Botany NSW 2019, who fall within the coverage of the Storemen and Packers, General (State) Award.

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

BREVILLE PTY LTD ENTERPRISE BARGAINING AGREEMENT 2005 – 2007 – BOTANY SITE

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1. Title

This Agreement shall be known as the Breville Pty Ltd Enterprise Agreement 2005 – 2007 – Botany Site.

2. Parties

The parties to this agreement shall be Breville Pty Ltd (“the Company”) and the National Union of Workers, NSW Branch (“the Union”) and the agreement is made in relation to the employees of the Company employed or engaged as Storemen and Packers at the Botany Distribution Centre located at Building 2, .1A Hale Street, Botany.

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

3. Objective

The objective of this agreement is to promote good relations between the parties and to formalize the Company’s scheme of wage increases for its employees working at the Botany Distribution Centre at Building 2, 1A Hale Street, Botany in classifications as contained in clause 8.

4. Terms of Agreement

This Agreement shall take effect from the date 28th November 2005, with the first wage increase to be paid from the date of certification and backdated to 28th November 2005. The agreement shall remain in force for a period of two and a half years after the date of operation.

5. Definitions

- (i) An ‘agency employee’ is a person engaged or employed by a labour firm to provide a service to the company on behalf of that labour hire firm.
- (ii) A ‘casual employee’ shall mean an employee who is engaged and paid as such.
- (iii) A ‘shift worker’ shall mean an employee who is engaged and paid as such

5.1 Classifications

All storemen and packers covered by this agreement shall be classified as follows:

Storeman and Packer Grade 1 – for the purposes of this agreement, a Storeman and Packer Grade 1 shall mean an employee who performs work to the level of their training, and:

- (i) Is responsible for the quality of their own work (subject to instructions and directions);
- (ii) Works in a team environment and / or under routine supervision;
- (iii) Undertakes duties in a safe and responsible manner;
- (iv) Exercises discretion within their level of skills and training;
- (v) Possesses good interpersonal and communication skills.
- (vi) Indicative of the tasks which an employee at this level may be required to perform include the following:
General laboring and cleaning duties. Order assembling, including picking stock. Loading/unloading.
Receiving, checking, dispatching and sorting of products. Satisfying internal and external customer needs.
Operation of a keyboard to carry out stores work.
Documenting and recording of goods, materials and components.
Basic inventory control. Use of hand trolleys and pallet trucks.

Storeman and Packer Grade 2 – for the purposes of this agreement, a Storeman and Packer Grade 2 shall mean an employee who, in addition to performing duties of a Grade 1 Storeman and Packer:

- (i) Has performed 12 month's service as a Storeman and Packer Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
- (ii) May be required to use, for training purposes, materials handling equipment which requires licensing / certification; and
- (iii) May be required to assist in the development of Grade 1 Storeman and Packer.

Storeman and Packer Grade 3 – for the purposes of this agreement, a Storeman and Packer Grade 3 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. AN employee at this level performs work to the level of their training and is:

- (i) Able to work from complex instructions and procedures;
- (ii) Able to coordinate work in a team environment under general supervision;
- (iii) Responsible for assuring the quality of their own work;
- (iv) Possesses sound interpersonal and communication skills;
- (v) Licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.; and
- (vi) May be required to perform the following tasks/duties
Inventory and stores control.VDU operation using intermediate keyboard skills to carry out stores work.
Use of other electronic equipment, e.g. scanner, to carry out stores work.
Routine maintenance of stores equipment and machinery.

Storeman and Packer Grade 4 – for the purposes of this agreement, a Storeman and Packer Grade 4 shall mean an employee who has undertaken sufficient training so as to enable him / her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single store worker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

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

- (i) Understands and is responsible for their own quality control;
- (ii) Possesses a sound level of interpersonal skills and communication skills;
- (iii) Sound working knowledge of all stores duties performed at level below this grade, exercises discretion within the scope of this grade, and has a good knowledge of the employer's product;
- (iv) Where appropriate, accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product, e.g., chemicals, solvents and explosives;
- (v) May perform work requiring minimal supervision, either individually or in a team environment;
- (vi) Must be competent to perform the following tasks / duties;
Licensed to operate appropriate materials handling equipment, e.g., fork lifts, mobile crane, carousel, etc.
Routine maintenance of stores equipment or machinery.
- (vii) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional).
- (viii) May also be responsible for quality control of the work of other Storemen and Packers without being responsible for their direction (optional).

Storeman and Packer Grade 5 – for the purposes of this agreement, a Storeman and Packer Grade 5 shall mean an employee who has undertaken stores work of all lower grades and who has, at the request of the employer, completed the Warehousing and Distribution Course at a Registered Training Organization. An employee who is appointed by the employer to this level may be required to perform the following, in addition to the worked performed by other grades:

- (i) Implement quality control techniques and communication skills;
- (ii) Utilize highly developed level of interpersonal and communication skills;
- (iii) Assist in the provision of on-the-job training and standards.
- (iv) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (v) This position is accountable for performing some of the following tasks, or a combination thereof; Performing multiple stores activities.
Managing the information within the store.
Has a sound knowledge of the employer's operations and product

6. Relationship to Award

This agreement is underpinned by the Storeman and Packers General (State) Award. In the event of any inconsistency, this agreement will prevail.

7. Anti-Discrimination

It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

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

Nothing in this clause shall be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

8. Classification

8.1 Point of Entry

All new employees engaged or employed by the Company will be classified as Storeman & Packer Grade 1. An employee remains at this level until they are capable of effectively performing, through

assessment or appropriate certification, the tasks required of this function so as to enable them to progress through to Grade 2 or Grade 3.

8.2 Team Leaders and Assistant Team Leaders

Under this agreement, there will no longer be positions classified as Grade 4 and Grade 5 (Assistant Team Leader and Team Leader positions). Employees graded as Grade 4 and Grade 5 as at 28th November 2005, will have their rates of pay preserved.

9. Remuneration

9.1 Permanent Employees – Wage rates

Wages will be increased as follows:

- 9.1.1 3.5 per cent increase will be paid on from the first full pay period on or after 28th November 2005. Such payment will be made from the date of certification.
 A further wage increase of 3 per cent will be paid on the first full pay period on or 28th May 2006.
 A final increase of 3.5 per cent will be paid on the first full pay period on or after 28th May 2007.

The applicable wage rates and increases to those wage rates appear in the Table One below.

- 9.1.2 Any employee, of any classification, who is paid in excess of the rates which appear in Table One below for their particular classification, will receive a percentage wage increase which corresponds to that received by all other employees. The first wage increase will be calculated on the basis of that employee's current base wage rate as at the date the agreement is made.

TABLE ONE

Classification	Current Rate	3.5% (28th Nov 05)	3% (28th May 06)	3.5% (28th May 07)
	Per annum \$	Per annum \$	Per annum \$	Per annum \$
Grade 1	28,121.60	29,105.85	29,979.02	31,028.28
Grade 2	31,366.49	32,464.31	33,438.23	34,608.56
Grade 3	33,010.40	34,165.76	35,190.73	36,422.40

9.2 In Charge Allowance

9.3 Casual and Agency Employees – Rates of Pay

- 9.3.1 All casual employees or agency engaged by the Company will be paid at the site rate of pay for the classification in which they are engaged.
- 9.3.2 Casual or Agency employees engaged on a regular basis for 6 months will be offered permanent employment by the Company. If the employee does not accept the offer of permanent employment within 14 days of the offer being made, such offer will be withdrawn. The company is under no obligation of making any further offers of permanent employment.
- 9.3.3 All offers of employment will be documented.

10 Hours

The spread of ordinary hours will be between Monday to Friday within the hours 6.00am to 6.00pm. Employees will be required to work within such span of hours. Employees may be rostered to work any time from Monday to Sunday as required. Work outside the ordinary span of hours shall be treated as overtime.

11 Meal Breaks

- 11.1 Not less than 30 minutes or more than one hour shall be allowed for meal breaks. The meal break shall be no later than to finish at 2.00pm provided that no employee shall be required to work for more than 5 hours without a break for a meal. Such a meal time shall not count as time worked.
- 11.2 Subject to sub clauses 11.1 of this clause, an employer may require an employee to work during his / her recognized meal break as part of his / her ordinary time.

12 Morning Rest Period

All employees shall be allowed 10 minutes each morning as a rest period for morning tea, such time to be counted as time worked.

13 Overtime

- 13.1 All work done before the starting time and / or after the finishing time fixed in accordance with clause 10, Hours, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter. Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday will be paid at the appropriate rate for four hours of engagement.
- 13.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time he / she is recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he / she is recalled to perform is completed within a shorter period. This sub clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous, subject to a reasonable meal breaks, with the completion or commencement of ordinary working time.
- 13.3 When overtime is necessary it shall, wherever 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 ordinary work on one day and the commencement of 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 the 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, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he / she shall be paid at double rates until he / she is released from duty for such period and shall 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.

14 Meal Allowance

An employee who works overtime for more than 1 hour on any day or shift after the fixed ceasing time shall be paid on such day the amount as set out in Item 15 of Schedule A – Other Rates and Allowances as a meal allowance unless notified on the previous day of the intention to work such overtime. Such payment shall be made prior to the commencement of the meal time on the day the overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he / she shall be paid the amount as set out in Item 16 of Schedule A.

15 Special Rates

- 15.1 Dirty Work – Work which a Storeman and Packer and the employer shall agree is of an unusually dirty or offensive nature shall be paid the amount as set out in Item 17 of Schedule A – Other Rates and Allowances.

In the case of disagreement between the employer and the employee, such disagreement will be resolved in accordance with the Dispute Provisions under this agreement.

- 15.2.1 Hot Places – Working for more than 1 hour in the shade in places where the temperature is raised by artificial means to between 46.1 degrees Celsius and 54.4 degrees Celsius – the amount as set out in Item 18 of Schedule A; in places where the temperature exceeds 54.4 degrees Celsius – the amount as set out in Item 19 of Schedule A. Where work continues for more than 2 hours in temperatures exceeding 54.4 degrees Celsius, employees shall also be entitled to 20 minutes rest after every 2 hours work without deduction of pay. The temperature shall be decided by the Warehouse Manager after consultation with the employees who claim the extra rate.

- 15.2.2 Wet Places – An employee working in any place where his / her clothing or boots becomes saturated, whether by water, oil or otherwise, shall be paid the amount as set out in Item 20 of Schedule A; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and / or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

16 Fares and Travelling Time

- 16.1 All employees shall be paid at ordinary rates (or overtime rates if overtime is worked) for all time occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. When employees have a fixed starting point, they shall be paid for all time occupied in travelling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares shall be paid by the employer.
- 16.2 If employees are unable to reach their home at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein shall be paid to them.
- 16.3 An employee who is required by the employer to use his/her own motor vehicle for travelling on the employer's business shall be paid a rate as set out in Item 22 of Schedule A – Other Rates and Allowances.

17 First Aid

The employee who is appointed as a first aid attendant shall be paid an additional payment at the rate as set out in Item 23 of Schedule A.

18 Mixed Functions

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 a 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.

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

19 Holidays

- 19.1 The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays.
- 19.2 In the case of an employee whose ordinary hours of work are arranged in accordance with sub clause (4) or paragraph or (d) of sub clause (ii) of clause 13, Hours, the week day to be taken off shall not coincide with any holiday fixed in accordance with sub clauses (1) and (2) of this clause. Provided that in the event that a holiday is prescribed after an employee has been given notice of his / her week day off in accordance with sub clause (vi) of the said clause 13, and the holiday falls on the week day the employee is to take off, the employer shall allow the employee to take the day off on an alternative week day.
- 19.3 An employee who works continuous work and who, by the circumstances of the arrangement of his / her ordinary hours of work is entitled to a rostered day off which falls on a public holiday described by this clause, shall, at the discretion of the employer, either be paid for that day, at ordinary rates, or have an additional day added to their annual leave. This provision shall not apply when the holiday on which he is rostered off falls on a Saturday or Sunday.
- 19.4 Where an employee is absent from his / her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such a holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

20 Holiday and Sunday Rates of Pay

- 20.1 All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- 20.2 All time worked on Sunday shall be paid for at the rate of two and one-half times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one-half.
- 20.3 For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one-half.
- 20.4 The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

21 Sick Leave

- 21.1 An employee working under the agreement who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1987*), not due to his/her own serious and willful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance; provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- 21.2 An employee shall, within 6 hours of the commencement of such absence or within such time as is practicable for the employee, inform the employer of his/her inability to attend for duty and, as far as possible, state the estimated duration of the incapacity.

- 21.3 The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Australian Industrial Relations Commission) 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.
- 21.4 Except as herein provided, he/she shall not be entitled, in the first year of employment, to leave in excess of 5 days, and 10 days in the second and subsequent years of employment. Sick pay entitlement for part-day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- 21.5 The rights under this clause shall accumulate from year to year, so that any part of the sick leave 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 any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 12 years in addition to the current year, but no longer, from the end of the year in which they have accrued.
- 21.6 The payment of any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- 21.7 For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer. Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 21.8 Accumulated leave at the credit of the employee at the commencement of this agreement will not be increased or reduced by this clause.
- 21.9 Single-day Absences – In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee, if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's right under subclause 21.3 of this clause.

22 Personal/Carer's Leave

1. Use of Sick Leave –
- a. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 21, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - b. The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - c. The entitlement to use sick leave in accordance with this subclause is subject to:
 - i. the employee being responsible for the care of the person concerned; and

- ii. the person concerned being:
 - a. a spouse of the employee; or
 - b. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - c. child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - d. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - e. a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - 1. “relative” means a person related by blood, marriage or affinity;
 - 2. “affinity” means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - 3. “household” means a family group living in the same domestic dwelling.
 - d. An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
2. Unpaid Leave for Family Purpose –
- a. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
3. Annual Leave –
- a. An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - b. Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
 - c. An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
4. Time Off in Lieu of Payment for Overtime –

- a. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - b. Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
 - c. If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
 - d. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.
5. Make-up Time –
- a. An employee may elect, with the consent of the employer, to work “make-up time”, under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
 - b. An employee on shift work may elect, with the consent of the employer, to work “make-up time” (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
6. Rostered Days Off –
- a. An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - b. An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
 - c. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - d. This subclause is subject to the employer informing each union, which is both party to the agreement and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

23 Annual Leave

The parties agree that annual leave is taken when it is mutually acceptable and in accordance with the business and operational requirements. Should annual leave not be taken within 18 months of accrual, then employees can be asked by management to take leave, providing the employees with one month's notice.

24 Annual Leave Loading

- 24.1 This clause takes effect on and from 1 January 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.
- 24.2 In this clause, the *Annual Holidays Act 1944* is referred to as “the Act”.

- 24.3 Before an employee is given and takes an annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance – see subclause 24.7 of this clause.)
- 24.4 The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.
- 24.5 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the Act and this agreement (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 January 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause 24.7 of this clause as to holidays taken wholly or partly in advance after 31 December 1973.)
- 24.6 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 24.5 of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by Table 1, for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with, where applicable, the rate prescribed by Item 5 (Single employee) of Schedule A – Other Rates and Allowances, but shall not include any other allowances, penalty or disability rates, shift allowances, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this agreement.
- 24.7 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 24.6 of this clause, applying the agreement rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance of 31 December 1973 and the entitlement to the holiday arises on or after 1 January 1974.
- 24.8 Where, in accordance with the Act and on or after 1 January 1974, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- 24.8.1 An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 24.6 of this clause.
- 24.8.2 An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- 24.9
- 24.9.1 When the employment of an employee is terminated by his/her employer on or after 1 January 1974 for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled after 31 December 1973 she/he shall be paid a loading calculated in accordance with subclause 24.6 for the period not taken.
- 24.9.2 Except as provided by paragraph 24.9.1 of this subclause, no loading is payable on the termination of an employee's employment.

24.10 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

25 Long Service Leave

The employee will be entitled to long service leave in accordance with the *Long Service Leave Act* 1955.

26 Bereavement Leave

26.1 An employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work on each occasion of the death of a person prescribed in subclause 26.3 below.

26.2 The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.

26.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal Carer's Leave in subclause (1)(c)(ii) of Clause 22 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

26.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

26.5 An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in subclause 26.3 above, if the employee goes overseas to attend the funeral.

26.6 Bereavement leave may be taken in conjunction with other leave available under subclauses 1(a), 2, 3, 4, 5 and 6 of Clause 22, Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and reasonable operational requirements of the business.

27 Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's agreement 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.

28 General Conditions

28.1 There shall be provided a sufficient supply of boiling water at meals for all employees and an adequate supply of fresh cold water for drinking purposes shall be supplied on the job.

28.2 Where the nature of the work performed by employees necessitates suitable waterproof clothing and/or aprons, rubber boots or clogs, gloves, goggles and protective breathing apparatus applicable to that work, they shall be supplied to and worn by the employees and paid for by the employer and shall remain the property of the employer.

29 Redundancy

29.1 Application:

29.1.1 This clause shall apply in respect of full-time and part-time employees.

29.1.2 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the 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 within the employer's operation.

29.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

29.2 Introduction of Change:

29.2.1 Employer's Duty of Notify:

29.2.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

29.2.1.2 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

29.2.2 Employer's Duty to Discuss Change:

29.2.2.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph 29.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

29.2.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph 29.2.1 of this subclause.

29.2.2.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

29.3 Redundancy:

29.3.1 Discussions Before Terminations

29.3.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph 29.2.1.1 above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

29.3.1.2 The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provision of 29.3.1.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

29.3.1.3 For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

29.4 Termination of Employment:

29.4.1 Notice for Changes in Production, Programme Organization or Structure – This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from “production”, “programme”, “organization” or “structure” in accordance with paragraph 29.2.1.1 above.

29.4.1.1 In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

29.4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

29.4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 29.4.2 Notice for Technological Change – This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from “technology” in accordance with 29.2.1.1 above:
- 29.4.2.1 In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
 - 29.4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - 29.4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act* 1955, the *Annual Holidays Act* 1944, or any Act amending or replacing either of these Acts.
- 29.4.3 Time Off during the Notice Period
- 29.4.3.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day’s time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - 29.4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- 29.4.4 Employee Leave During the Notice Period – If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- 29.4.5 Statement of Employment – The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee’s employment and the classification of or the type of work performed by the employee.
- 29.4.6 Notice to Appropriate Commonwealth Agency – Where a decision has been made to terminate employees, the employer shall notify the appropriate Commonwealth Agency thereof as soon as possible 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.
- 29.4.7 CentreLink Employment Separation Certificate – The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an “Employment Separation Certificate” in the form required by the Department of Social Security.
- 29.4.8 Transfer to Lower Paid Duties – Where an employee is transferred to lower paid duties for reasons set out in subclause 29.2.1 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee’s employment had been terminated, and the employer may, at the employer’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 ordinary time rates for the number of weeks of notice still owing.

29.5 Severance Pay:

29.5.1 Where an employee is to be terminated pursuant to subclause 29.4 above, subject to further order of the Australian Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service.

29.5.1.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

29.5.1.3 "Week's Pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over agreement payments, shift penalties and allowances for in the relevant agreement.

29.5.2 Incapacity to Pay – Subject to an application by the employer and further order of the Australian Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 29.5.1 above.

The Australian Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 29.5.1.1 above will have on the employer.

29.5.3 Alternative Employment – Subject to an application by the employer and further order of the Australian Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 29.5.1 above if the employer obtains acceptable alternative employment for an employee.

29.6 Savings Clause – Nothing in this agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this agreement.

30 Shop Steward

An employer shall allow a shop steward, appointed by employees in each establishment and whose name has been forwarded by the union, in writing, to the employer the necessary time during working

hours to interview his/her representatives on matters affecting the employees whom the steward represents.

31 Roster Changes

Employees shall be provided with 14 days notice of roster changes by the employer except in the case of emergencies. In the circumstance of emergencies, roster changes may be implemented by the employer within 24 hours notice. Emergencies include but are not limited to black-outs, machinery breakdowns, natural disasters etc.; or other circumstances that may arise where prior notification is not able to be given.

32 Payment of Wages

Payment of wages shall be paid on a fortnightly basis, no later than the second Thursday of each fortnight by means of electronic funds transfer.

33 Union Delegate Leave

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

34 Superannuation

An employee under this agreement may have a choice of the following three funds for payment of superannuation funds. These funds include MLC, LUCRF and AXA Superannuation Funds.

35 Union Meetings

Employees will be entitled to be paid to attend 2 meetings with their union delegate / official per annum. The meetings may be no more than 30 minutes in duration.

36 Uniforms

All warehouse employees to be provided with articles of clothing on an annual basis, comprising of 2 x shirts; 2 x singlet; 1 x pair of boots. Please note that each employee will be provided with one jacket or sloppy joe and this will be replaced on the basis of reasonable wear and tear.

37. Performance and Training

Productivity

The parties to this agreement agree to work toward maintaining and monitoring productivity and efficiency targets as measured by Key Performance Indicators.

Continuous Improvement

The parties are committed to a process of continuous improvement in the workplace for the benefit of all parties during the life of this agreement.

Company Policies

Employees agree to abide by company policy. Policies will be introduced and implemented providing the employees with one month's notice of its operation.

Multi-skilling

It is accepted that Warehouse employees, can where applicable, perform functions traditional to other areas if the business, provided that adequate training is provided. It is agreed that all employees agree to cross training throughout different teams and functions across the site.

Training

It is agreed that training required for complying with relevant standards, company procedures, company policies and for further advancement of employees will be arranged by the employer. Attendance at such training is compulsory for all warehouse employees and will take place during ordinary hours of work.

38. Picnic Day

- 38.1 The union picnic day shall, for the purposes of this agreement, be regarded as a holiday for employees who are financial members of the Union.
- 38.2 The union picnic day shall be on such day as is agreed between the Company and the union's members who are employed by the Company.
- 38.3 Where an employee, who is not a financial member of the union, is required to work on the union picnic day, the employee shall be entitled to be paid ordinary pay for the normal working day.
- 38.4 Employees who are not financial members of the union and who are not required by the Company to work on the union picnic day may apply to the Company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the Company or may be required by the Company to make up time.

39. Dispute Resolution

- 39.1.1 Any dispute arising out of employment shall be referred by a union delegate or an individual employee to the Company representative appointed for this purpose.
- 39.1.2 If the Company representative and union delegate are not able to resolve the matter, the union delegate shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company.
- 39.1.3 All efforts shall be made by the Company and the union organiser to settle the matter but, failing settlement, the union organiser shall refer the dispute to the union Secretary and the Company shall refer the dispute to its adviser and the union Secretary or the union organiser shall take the matter up with the Company's adviser.
- 39.1.4 During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 39.1.5 At any time, either party shall have the right to notify the dispute to the Australian Industrial Relations Commission or Conciliation / Arbitration.

40. Transmission of Business

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

41. No Further Claims

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

42. Schedule A – Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	10(iii)	In charge of:	
2		1 to 5 employees	16.05 per week
3		6 to 10 employees	24.15 per week
4		11 to 15 employees	33.05 per week
5	10(v)	Over 15 employees	41.50 per week
6	10(vi)(a)	Single employee	12.81 per week
7	10(vi)(b)	Operates fork lift	0.63 per hour
8		Operates mobile crane	0.78 per hour
9	10(vii)	Not to exceed	0.78 per hour
10	10(viii)	In iron yards, etc, handling various materials	5.40 per week
11	10(ix)	Packing crockery, etc.	12.23 additional
12	10(x)	Blending of honey	13.29 additional
13	10(xi)	Reclaiming waste butter	13.29 additional
14		Carrying bagged stuff, etc	
15	18	exceeding 68.04 kg	0.40 per hour
16		exceeding 81.65 kg	0.46 per hour
17	19(i)	Overtime – more than 1 hour	9.65 per meal
18	19(ii)	Notified and not called upon	9.65
19		Dirty work	0.41 per hour extra
20	19(iii)	Hot places –	0.41 per hour extra
21		between 46 and 54.4° Celsius	0.55 per hour extra
22	20(i)(a)(b)	exceeds 54.4° Celsius	0.41 per hour extra
23	21(iii)	Wet places	0.41 per hour extra
24		Obnoxious materials	0.76 per hour extra
25	22	Other obnoxious materials	0.64 per hour extra
26		Use of own vehicle	0.61 per km
27	22	First aid	1.95 per day

**SIGNED ON BEHALF OF
BREVILLE PTY LTD BY**

.....
**Hylton Silver
Chief Operating Officer**

Dated:

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

.....
**Derrick Belan
State Secretary**

Dated: