

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/400

L.R.C. NO: 96/6237

DATE APPROVED/COMMENCEMENT: 12 December 1996

TERM: Expires 30 April

NEW AGREEMENT OR *NEW - REPLACES B.A. 95/164*
VARIATION:

GAZETTAL REFERENCE: *1.9. VOL- 296 p. 1395. - 7.3.97.*

DATE TERMINATED:

TITLE: Sara Lee Intimates Distribution Centre Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees covered by Storemen and Packers General (State) Award

PARTIES: Sara Lee Intimates Pty Limited & National Unio of Workers, New South Wales Branch

PAGES: 11

SARA LEE INTIMATES



DISTRIBUTION CENTRE ENTERPRISE AGREEMENT

1996

1. Title

This Agreement shall be referred to as the Sara Lee Intimates Distribution Centre Enterprise Agreement 1996.

2. Arrangement

Clause	Subject	Page
1.	Title	2
2.	Arrangement	2
3.	Application of Agreement	2
4.	Parties Bound	2
5.	Duration	3
6.	Relationship to Parent Award	3
7.	Hours of Work and RDOs	3
8.	Wages	4
9.	Labour Flexibility and Training	4
10.	Overtime	5
11.	Annual Leave	5
12.	Sick Leave and Family Leave	5
13.	Terms of Engagement	7
14.	New Employees	7
15.	Occupational Health and Safety	8
16.	Grievance and Dispute Settling Procedures	8
17.	Disciplinary Procedure	9
18.	No Extra Claims	10

3. Application of Agreement

This Agreement shall apply to all employees covered by the Storeman and Packers General (State) Award located at the Northmead Distribution Centre.

4. Parties Bound

The parties to this Agreement are Sara Lee Intimates, a Division of Sara Lee Personal Products (Australia) Pty Ltd and the National Union of Workers, NSW Branch.

5. Duration

This Agreement shall operate for a period of eighteen (18) months from 1 November, 1996 until 30 April, 1998.

6. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award or any Award made in succession thereof. Provided that to the extent of any inconsistency between the Award and this Agreement, the provisions of this Agreement shall apply.

7. Hours of Work and RDOs

- (i) The ordinary hours of work shall be 7.00 am to 5.00 pm Monday to Friday as follows :

Team 1 :

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Week 1	7.00 - 5.00	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00
Week 2	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00

Team 2 :

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Week 1	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00
Week 2	7.00 - 5.00	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00

- (ii) Each team shall consist of an equal number of employees as near as possible.
- (iii) In extenuating circumstances, an individual employee may request an alternative arrangement of hours. Any such arrangement must be by mutual agreement with the Company having regard to the needs of the business. Where agreement cannot be reached, the hours of work shall be arranged as in sub-clause (i) above.
- (iv) Employees may be called to voluntarily work on their RDO. Such worked RDOs shall not exceed five (5) each year per employee and shall be paid back as time off by 30 June each year. Hours not paid back by 30 June in a year will be paid for at overtime rates.

- (v) Days paid back as time off will be at two (2) weeks notice and consecutive with a weekend or scheduled RDO.
- (vi) Accumulated RDO hours will be paid to an employee on termination of their employment.

8. Wages

The following wage increases shall apply during the life of this Agreement.

<i>% Inc</i>	<i>Effective Date</i>	<i>Skill Level 1</i>	<i>Skill Level 2</i>	<i>Skill Level 3</i>	<i>Skill Level 4</i>	<i>Skill Level 5</i>
—	Current Rate	417.40	434.20	440.70	452.80	467.00
5%	From the first pay period to commence on or after 1 November 1996	438.30	455.90	462.70	475.40	490.40
3.5%	From the first pay period to commence on or after 1 April 1997	453.60	471.90	478.90	492.00	507.60
3%	From the first pay period to commence on or after 1 September 1997	467.20	486.10	493.30	506.80	522.80



9. Labour Flexibility and Training

- (i) The parties are committed to ensuring maximum flexibility in order to increase efficiency and productivity. These efficiencies, together with a skilled workforce, will contribute to competitiveness of the Company and job security for its employees.
- (ii) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, the workforce will be multiskilled to the skill levels required to achieve and support Company goals. The Consultative Committee will continue to deal with the implementation of the productivity, flexibility and training arrangements.

- (iii) The Company is committed to training existing employees to enhance their skills to enable the multi-skilling of its workforce. All employees will perform work that is within their competence, is safe, reasonable and logical. This shall include work that is incidental and / or peripheral to their main tasks or functions.
- (iv) Employees will transfer and / or rotate between machines or operations within their level of competence as required by the Company and there shall not be any demarcation of work at the site. All employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job assigned to the employee in which he / she has been competently trained.
- (v) Employees will perform work that is required to trial any intended technological changes or changes to the way work is organised and / or performed, provided that no employee will be unreasonably requested to carry out any tasks that they are not able to perform in a safe manner.

10. **Overtime**

All time worked outside the ordinary hours of work specified in Clause 7 above shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter, provided that all time worked after 12.00 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four (4) hours at the appropriate rate.

11. **Annual Leave**

- (i) Annual Leave is to be scheduled to meet the requirements of the Company in accordance with the Annual Holidays Act 1944.
- (ii) Where practicable, the preference of an employee will be taken into consideration. Annual Leave will not generally be approved during peak volume periods.

12. **Sick Leave and Family Leave**

- (i) A full-time employee shall be entitled to Sick Leave as follows :

First year of employment :	38 hours
Second and subsequent years of employment :	76 hours

- (ii) From 1 November 1996, in respect of Sick Leave accruing on or after that date, an employee may elect to receive money once at the end of each year of employment, in lieu of untaken Sick Leave in excess of a minimum of forty (40) hours accrual. Any hours accrued prior to 1 November 1996 will be included in the bank of forty (40) hours.
- (iii) Employees will notify their election choice in writing and it shall stand for the whole year. If an employee wishes to change their choice they may do so in writing for their next year.
- (iv) Once an employee notifies of their choice to receive money, payment of the full money value to that employee shall completely discharge the Company's liability for Sick Leave entitlement for that employee for the period covered by the payment.
- (v) An employee shall not take unpaid Sick Leave while they have sick leave credits available.
- (vi) Sick Leave taken shall be taken in the first instance, from the current year's accrual.
- (vii) Any untaken Sick Leave accrued up to 1 November, 1996 shall not be lost but shall be available to the employee for a period of twelve (12) years from the end of the year in which it was accrued.
- (viii) The Company reserves the right to monitor absenteeism and that where an employee displays a regular pattern of absenteeism, the Disciplinary Procedure may be applied.
- (ix) The Company will reasonably consider any application for paid and unpaid family leave to enable employees to provide short term assistance to ill members of their immediate family.

This leave may be taken as part of a sick leave entitlement having regard to the terms of the "State Personal / Carer's Leave Case - August 1996". The taking of such leave shall reduce the amount of sick leave entitlement proportionately by hour.

Provided that the rates for each grade shall be replaced by the following column of rates for the period 1 January 1997 to the expiry of the operation of the agreement.

GRADE	RATE
ONE	\$446.66
TWO	\$462.30
THREE	\$473.11
FOUR	\$482.54
FIVE	\$506.81
SIX	\$512.90
SEVEN	\$531.42
EIGHT	\$569.14

20. CLASSIFICATIONS AND WAGE RATES FOR MOBILE CRANE AND SPECIALISED EQUIPMENT OPERATORS AND RELATED EMPLOYEES

The weekly wages for ordinary time for 38 hours of work in respect of mobile crane and specialist equipment operators and related classifications shall be as the following table for the period from the registration of this agreement to 31 December 1996.

MOBILE CRANE RATES		
GRADE	CAPACITY	RATE
A	Up to 20t	\$533.40
B	From 21t to 40t	\$546.60
C	From 41t to 80t	\$559.50
D	From 81t to 100t	\$572.40
For each additional 20t or part thereof		\$ 10.60



MOBILE HYDRAULIC PLATFORM		
GRADE	BOOM LENGTH	RATE
GRADE A	Trainee	\$482.70
GRADE B	Up to 11 metres	\$485.70
GRADE C	Over 11m to 17m	\$504.80
GRADE D	Over 17m to 23m	\$518.00
GRADE E	Over 23m to 28m	\$533.40
For each additional metre		\$ 1.03
GRADE F	Platform w/underbridge unit	\$533.40
Crane Offsider		\$533.40
Advanced Crane Offsider		\$559.50

Provided that the rates for each grade shall be replaced by the following column of rates for the period 1 January 1997 to expiry of the operation of the agreement.

MOBILE CRANE RATES	
GRADE A	\$563.96
GRADE B	\$579.14
GRADE C	\$593.98
GRADE D	\$608.81
For each additional 20t or part thereof	\$ 10.60

Registered
Enterprise Agreement
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13. **Terms of Engagement**

Employees may be engaged as full time, part time, or casual.

(a) **Casuals**

A casual employee shall be engaged and paid as such. Their span of ordinary hours shall be as set out in Clause 7 - Hours of Work and RDOs, and they shall be paid 1/38th of the appropriate rate of pay for their classification, plus a casual loading of 15% per hour. An additional 1/12th as per the Annual Holidays Act 1944 will also be paid.

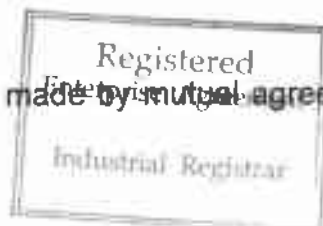
A casual employee shall receive a minimum payment of four (4) hours for each start.

(b) **Part-Time**

Part-time employees may be employed provided that the ratio does not exceed 15% of the full-time employees. Any additional part-time requirements will need to be approved through consultation with the employee representatives.

Part-time employees will receive the benefits of this Agreement on a pro-rata basis.

Job-share arrangements can be made by mutual agreement between the employee and the Company.



14. **New Employees**

(i) All new employees will receive an induction into the Company's operations and Policies and Procedures relating to work practices and Occupational Health and Safety in the workplace.

(ii) New employees (except Casuals) will be granted permanent employment subject to a three (3) month probation period. During this period the employees will receive appropriate training in addition to :

- | | |
|---------------------------------------|---|
| On commencement | - Induction Programme (which will include an introduction to union delegates) |
| Within four (4) weeks of commencement | - Follow-up Induction |

Within eight (8) weeks
of commencement

- Performance Review and
assessment for permanent
employment

On three (3) months
of employment

- Advice regarding permanent
employment

A Union delegate will be present at interviews with the employee.

15. **Occupational Health and Safety**

The Company and all employees recognise their responsibilities with respect to Health and Safety in the workplace in accordance with the Occupational Health and Safety Act 1983 and Regulations.

16. **Grievance and Dispute Settling Procedures**

In an effort to promote good industrial relations between union members and the Company and to achieve the satisfactory resolution of industrial disputes without loss of wages or production, the following procedure will be adhered to by all parties :

(a) An employee who has a grievance should ask his / her delegate to register the matter up with their immediate supervisor. If they do desire, they can be present with their delegate.

(b) If the employee is dissatisfied with the supervisor's decision, they should ask that the matter be taken by the supervisor to the Warehouse Manager as promptly as circumstances permit.

(c) If the employee is dissatisfied with the Warehouse Manager's decision, the employee shall ask the matter be taken by the delegate to the Logistics Manager.

(d) If the decision provided for in (c) above is unsatisfactory, the matter shall be referred to the union secretary (or their nominee), who shall request a conference with management to discuss the grievance.

(e) Whilst these procedures are being followed promptly, work shall continue as normal and the status quo will prevail. (The status quo is the situation that exists prior to the matter given rise for dispute.)

- (f) If the final decision fails to resolve the issue, a conference will be convened before it is determined that the matter is likely to cause an industrial dispute. At this stage, should the matter not be resolved, each side is free to proceed as it may decide.
- (g) Should a dispute arise within the industry which is outside the foregoing matters, the union's officials shall confer with the management at a time and a place mutually acceptable on such dispute, before any action is taken.
- (h) For the purposes of this clause "grievance or dispute" means :

A question, dispute or difficulty concerning the interpretation, application or operation of this Agreement or the settlement of any such question, dispute or difficulty should it arise.
- (i) Should all the above steps fail to reach an agreement, then either party has the right to refer the matter to the New South Wales Industrial Relations Commission for conciliation.

17. Disciplinary Procedure

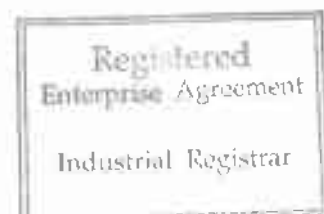
- (i) A formal disciplinary procedure is to be followed to ensure fair and consistent treatment of employees whose work performance and / or conduct needs improvement.

- *Stage 1 - Verbal Warning / Counselling*

The employee is to be clearly advised of the improvement required and of the consequences of failing to achieve required standards of performance and conduct. A record of this discussion will be retained by the Supervisor.

- *Stage 2 - Written Warning / Counselling*

The employee is to be clearly advised of the improvement required and that failure to improve to the required standard will result in a final written warning which could lead to the termination of their employment.



- *Stage 3 - Final Written Warning / Counselling*

The employee is to be clearly advised of the improvement required and that failure to improve to the required standard will result in the termination of their employment. It must be emphasised at this stage that this is the final stage of the Disciplinary Procedure before dismissal.

- *Stage 4 - Dismissal*

- (ii) Throughout the Procedure, employees will be given the opportunity to present their own view of the situation and reasons for their conduct.

A Union delegate will be involved at every stage of the Disciplinary Procedure.

Each written warning will be provided to the employee and a copy shall be kept on their file.

Each stage of the procedure shall have a life of twelve (12) months.

- (iii) The Company reserves the right to summarily dismiss an employee in the event of serious misconduct.

18. No Extra Claims

No extra claims will be pursued during the life of this Agreement.



Signatories to the

**SARA LEE INTIMATES DISTRIBUTION CENTRE
ENTERPRISE AGREEMENT 1996**

Signed on behalf of
The National Union of Workers
NSW Branch



Frank Belan

7 NOVEMBER 1996

Date

Signed on behalf of
Sara Lee Intimates



Alan Blake

4 November, 1996

Date



Linda Giro

4 November 1996

Date