

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/180

**TITLE:** 1st Fleet Warehousing & Distribution - National Union of Workers, New South Wales Branch Enterprise Agreement 2004

**I.R.C. NO:** IRC4/2744

**DATE APPROVED/COMMENCEMENT:** 21 May 2004 / 1 April 2004

**TERM:** 24 Months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 16 July 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 48

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** This Agreement applies to all employees employed by 1st Fleet Pty Ltd located at PO Box 326, Chester Hill NSW 2162, engaged in the classifications of Warehouse Distribution who fall within the coverage of the Storemen and Packers General (State) Award

**PARTIES:** 1st Fleet Pty Ltd -&- the National Union of Workers, New South Wales Branch

# **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

## **1. Agreement Title**

- 1.1 This agreement shall be referred to as the 1st Fleet Warehousing and Distribution - National Union of Workers, New South Wales, Enterprise Agreement 2002.

## **2. Arrangement**

This agreement is arranged as follows:

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**3. Agreement Objectives**

3.1 Statement of intent

3.1.1 It is the objective of the parties to develop a working environment and conditions, which will:

enhance the competitiveness of the company to the mutual benefit of the Employer, employees and the customer;

enhance the productivity and efficiency of the Employers operations; and

support the Employers commitment to industrial democracy, flexible employment, just remuneration, fulfilling jobs, training and security of employment as detailed in the Employers business plan.

### 3.2 Savings Provision

No employee will as a result of the making of this agreement, suffer any loss of existing wages or other benefits to which the employee is entitled prior to the date of the coming into operation of this agreement except where specifically provided for by this agreement.

## 4. Anti Discrimination

- 4.1 It is the intention of the parties bound by 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 and age.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its term or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to 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 practise 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 award from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.
- 4.5 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.

### Notes

- (a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects...any other Act or practise of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities or the adherents of that religion."
- 4.6 Equal Opportunities Policy
- 4.6.1 The Employer is committed to promoting a workplace in which there is Equality of Opportunity for all employees. This includes an environment free of harassment, discrimination, and victimisation.
- 4.6.2 During the life of this agreement the parties will work towards the introduction of a comprehensive and practical Equal Opportunities Program for all sites.

## **5. Commencement Date of Agreement and Period of Operation**

This agreement shall come into operation from 1st April 2004 and shall continue in force for a period of 24 months.

## **6. Coverage of Agreement**

6.1 This agreement shall apply throughout the State of New South Wales ("NSW") and shall apply to all work carried out in connection with and related to employees of 1st Fleet Warehousing and Distribution employed in the callings in 6.2

6.2 The industries and callings covered by this agreement are but not limited to:

warehouse/distribution employees;

a store worker, packer or sorter;

an assistant to a store worker, packer or sorter;

an assembler, collector or checker of goods in course of receipt or dispatch;

employees, engaged in or in connection with the reception, handling, storage, preparation, bottling, packing and delivery of goods and merchandise and processes and activities incidental or ancillary to such reception, handling, storage, preparation, battlement, packing and delivering;

All descriptions of industry or callings set out in this clause wherever expressed may be read either alternatively or collectively in any combination whatsoever.

6.3 The Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

## **7. Parties Bound**

7.1 This agreement shall be binding upon:

7.1.1 The National Union of Workers, NSW Branch ("the Union") it's officers and members;

7.1.2 1st Fleet Warehousing and Distribution ("the Employer"); and

7.1.3 \* Employees of the Employer in the State of NSW, whether members of the National Union of Workers or not, engaged in any of the occupations and callings specified in clause 6.2 or contained in the Storeman & Packers General (State) Award, and who are employed by the Employer to perform work which the Employer is required to have done pursuant to the terms of any contract or agreement entered into by the Employer with any other party or parties after the operative date of this agreement.

## **8. Relationship With Other Awards**

8.1 Relationship to Parent Award

This agreement should be read wholly in conjunction with the relevant Award as referred to in clause 7.1.3. Where there is any inconsistency this agreement shall take precedent to the extent of the inconsistency.

## **PART 2 - AGREEMENT FLEXIBILITY**

### **9. Variations**

- 9.1 Whilst it is the intention of the parties to this agreement to allow for variations so as to provide a forum for discussions during the life of the agreement, matters specifically raised, resolved and included in the renewal of this Agreement are not open to renegotiation without agreement by both parties
- 9.2 Variations certified pursuant to the *Industrial Relations Act* 1996, shall take precedence to the extent of any inconsistency with the terms and conditions of this agreement.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **10. Introduction of Change**

#### 10.1 Employer's duty to notify

10.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, Organisation, 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.

10.1.2 "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; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. 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.

#### 10.2 Employer's duty to discuss change

10.2.1 The Employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in clause 10.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse affects 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.

10.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 10.1.1.

10.2.3 For the purpose of such discussion, the Employer shall provide in writing to the employees concerned and the Union, 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. The Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests. The Union shall provide in writing to the employer any concerns that come to their attention where applicable.

#### 10.3 Renegotiation

The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

#### 10.4 Collective negotiations

These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a ballot of the employees collectively and approved by a majority of employees affected.

#### 10.5 Maintenance of status quo

Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties.

### **11. Procedures for the Avoidance of Industrial Disputes**

11.1 Where possible issues in dispute or grievances will be resolved between the Employees and management at the premises of the company.

11.2 When required, the job delegate and appropriate company representative will assist in the resolving of the dispute.

11.3 Should issues remain unresolved, the appropriate Union official and company representative will then become involved.

11.4 If the matter still cannot be resolved the matter may be referred to the NSW Industrial Relations Commission by either party, for determination. Such determination will be accepted by the parties to this agreement.

11.5 Without prejudice to either party, work shall continue in accordance with this agreement while the matters in dispute are being dealt with and the status quo will prevail.

### **12. Consultative Committees**

12.1 A consultative committee, comprised of management and employee representatives, shall be established at each main site where there are employees covered by this agreement or at sites where it is agreed by the parties.

12.2 The consultative committee is an integral and important part of the organisation of work. It is imperative that members of the committee are available at all times to resolve matters of mutual interest and that committee members carry out their duties in a responsible and timely manner.

#### 12.3 Functions of the committee

The consultative committee shall address a broad range of operational and personnel matters, particularly those that contribute to the efficiency and productivity of the Employer's operation as well as attempting, as far as possible, to maintain security of employment.

12.4 The consultative committee shall consist of an agreed equal number of employee and employer representatives at each work site or region nominated and agreed between the union and the employer.

Management representatives may consist of the Manager or his/her nominee.

Employee representatives elected by the employees of DAS Distribution Pty Ltd under the auspices of the respective union, such employees will be recognised as the accredited union representative.

Other employee representatives may be elected.

12.5 Trade union officials and nominees of the Employer (who are not the Employer Representatives on the Consultative Committee), shall be granted observer status at such meetings. A trade union official has the right to attend when matters specifically related to the union are discussed.

## 12.6 Consultative committee guidelines

12.6.1 The committee shall meet on a regular basis (e.g.. Quarterly intervals) or as considered necessary by the committee and shall be chaired initially (for six months) by a management representative, with the chair alternating every six months with an employee representative or the committee may decide who shall be chairperson by mutual consent.

12.6.2 A quorum shall consist of a majority of management representatives and a majority of employee representatives.

12.6.3 The agenda shall be drafted and circulated to all committee members one week before the due meeting date, which shall be established by the previous meeting. All committee members shall have the right to submit matters for the agenda. The agenda shall be produced and circulated by management in consultation with one nominated employee representative.

12.6.4 The first item on the agenda shall be to confirm the accuracy of the notes of the previous meeting.

## 12.7 Preparation for meetings

Committee members will be give access to facilities necessary to fulfil their including adequate meeting time prior to each meeting of the response committee, filing cabinet, telephone and venue.

## 12.8 Occupational health and safety

Issues relating to occupational health and safety of employees shall not be brought to the consultative committee. Such issues will remain matters to be resolved by the safety committee, which will be constituted in accordance with the appropriate State legislation.

## 12.8 Commercial-in-confidence

Both parties accept that certain information could be considered as commercially sensitive or subject to security restrictions. Every effort will be made by both parties to respect such considerations of confidentiality while making available as much information as possible.

## 12.9 Overall goal

The overall goal of the consultative committee is to promote improved industrial relations through consultation and discussion, including the negotiated settlement of particular and appropriate issues with a view to minimising unnecessary lost time through industrial disputation.

## **13. Occupational Health and Safety**

13.1 The health and safety of all persons employed by the Employer is considered to be of the utmost importance.

13.2 Appropriate resources are to be made available to ensure compliance with all relevant Acts, Regulations and Codes of Practice to make the workplace safe and without risk to health.

13.3 A Workplace Health and Safety Committee will be established at each site and shall endeavour to reach consensus on all aspects of the Employer's Occupational Health and Safety Policy and Program through a process of joint consultation.

The program may include:

Health and Safety Awareness Education and Training;

Workplace Design and Work Method Statements



Emergency Procedures

Workplace Inspections

Reporting and Recording Accidents/Illness and Dangerous Occurrences

Risk Assessment and Hazard Control

Promotion of Workplace Health and Safety.

- 13.4 This "Workplace Health and Safety Committee" shall be properly constituted in accordance with the relevant State or Territory's *Occupational Health and Safety Act* to meet the needs of the enterprise.
- 13.5 It is a prime responsibility of all people employed by the Employer to ensure that their jobs are performed safely and without injury to themselves, other personnel or the community.
- 13.6 Supervisors and managers will also be held accountable for the safety and occupational health of people working under their direction and for preventing damage to the environment from activities they control.
- 13.7 The provision of the *Occupational Health and Safety Act* of the appropriate state where work is performed on behalf of the Employer, as a minimum, shall be applied by the Employer and the employees and all employees who are on the committee shall be trained.

#### **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

##### **14. Employer Duties**

- 14.1 The Employer may deduct payment for time lost during which the employee cannot be usefully employed by reason of any strike, breakdown of machinery, or other cause for which the Employer cannot reasonably be held responsible.
- 14.2 Australian workplace agreements
- 14.2.1 The employer will not following certification of this agreement engage new employees under the terms of an Australian Workplace Agreement on any other similar form of individual contract.
- 14.2.2 Clause 14.2.1 may be set aside following consultation with the union, where agreement is reached to do so.
- 14.2.3 Persons employed to perform, work covered by this agreement who are currently employed under Australian Workplace Agreements shall have the right, by the giving of written notice to the employer, to have that AWA terminated and to be employed under this agreement.

##### **15. Employee Duties**

- 15.1 Where a requirement exists an employee may be redeployed and/or trained to a competency level required to maintain operational efficiency in accordance with the statement of intent of the agreement.
- 15.2 An employee shall perform, or transfer to any job/function during the course of employment that is within the competence/skills of the employee to perform and it does not impose on the employee an unsafe or unreasonable workload.
- 15.3 A weekly employee to be entitled to the weekly wage shall be available, ready and willing to perform work as required in accordance with their skill and competence.

#### 15.4 Terms of Engagement

An employee is to be engaged as a weekly, part-time or casual or a Fixed Term Employee.

### **16. Employment Categories**

#### 16.1 Fixed Term employees

16.1.1 A Fixed term Employee shall mean an employee who is hired specifically to:

perform duties in connection with a task that has a fixed duration and whose services will be terminated on completion of that task.

perform duties in connection with a project whether or not its exact duration is known at the relevant time and whose services will be terminated on completion of that project.

perform tasks for the company for a specified period of time whose employment will be terminated at the end of the period. The maximum period of engagement of any fixed term employee shall not exceed 12 months. However this period may be extended by agreement between the parties.

A fixed term employee shall be entitled to all leave, wages and conditions that would accrue had the employee been employed on weekly hire basis.

Where the Employer decides to engage fixed term employees the Employer shall inform the Union.

Where all other circumstances are equal, a fixed term employee will have preference for full time employment as it arises.

#### 16.2 Full-time employment

Weekly employee is one engaged by the week and paid fortnightly and whose engagement shall be terminable according to clause 18 of this agreement Termination of Employment.

#### 16.3 Casual Employees

16.3.1 Casual Employee shall mean one engaged and paid as such, and shall be guaranteed not less than four (4) hours engagement every start.

Casual employees may be engaged by the hour at hourly rates provided such rates calculated hour to hour are 25% per cent higher than the rates prescribed for weekly employees performing the same duties.

The Casual Hourly rate is calculated using the following formula: Annualised Salary in this Agreement at the appropriate Employee Grade divided by 52 weeks and divided by 38 hours.

It is the Company's preference to utilise permanent labour as a basis to its operations, however it retains the right to use casual labour in circumstances where flexible manning is required and there are short term peaks or additional work of a defined duration.

Where an employee has been performing work as a Casual Employee for a period of six months on a regular and systematic pattern of work then that employee shall be offered a permanent position after discussion with the individual employee.

#### 16.4 Casuals Not Employed directly by the Employer

The employer agrees that work:

- 16.4.1 That it is performed by persons who are not directly employed by the employer; and
- 16.4.2 That would otherwise be covered by this Agreement will only be accepted by the employer if those persons who perform the work are remunerated at rates no lower than those provided in the schedule in clause 19 of this Agreement. If there is any dispute about the application of this provision the parties will meet to discuss.
- 16.4.3 The role of casuals is primarily to cater for peaks in demand for labour. Casual employment (both direct and indirect) will not be used to replace full time or part time permanent employment. Accordingly casuals will not be engaged for long periods.

16.5 Part-time employment

16.5.1 The Employer, may in addition to employing full-time employees, employ part-time employees upon the following terms:

- (a) Part-time employment, for the purposes of this clause, will be employment for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis. Hours of part-time work between 30-38hours shall be subject to agreement between the employee and the Employer.
- (b) Part-time employees shall be rostered to work regular hours on regular days in accordance with the agreement provisions for weekly employees. Rosters shall be produced by the company and provided one week in advance.
- (c) Such employee for working ordinary time shall be paid per hour one thirty eighth of the weekly rate prescribed by this agreement for work which the employee performs, on a pro-rata basis, where applicable.
- (d) A part-time employee, shall be entitled to payments in respect of annual leave, public holidays, sick leave and bereavement leave arising under this' agreement on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with clause paragraph 16.5.1(a).
- (e) A part-time employee who works outside the hours fixed pursuant to this clause shall be paid overtime in accordance with clause 25 of this agreement.
- (f) A part-time employee shall be entitled to access to training and promotional opportunities.
- (g) Part-time employees shall not be subject to any form of discrimination in the case of redundancies.
- (h) Full-time employee who wishes to:

convert to part-time employment shall be permitted to do so, if the Employer agrees and subject to the conditions set out in this clause. If such an employee transfers from full-time to part-time employment all accrued agreement and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with provisions relevant to part-time employment in this agreement.

a full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the Employer and recorded in writing.

no existing full-time employee shall be transferred by the Employer to part-time employment without the written consent of the employee, the Employer shall not

terminate a full-time employee with the sole intention of re-employment as a part-time employee.

- (i) An employee failing to attend for duty shall lose pay for the time of non-attendance except as provided for elsewhere in this agreement.

## 16.6 Contractors

16.6.1 It is not the Company's intent to erode the job security, earnings or conditions of employees by the use of contract labour.

16.6.2 Casuals, period contract employees and sub-contract labour will be used from time to time to provide specialised expertise and to alleviate shortfalls in the Operators permanent labour force. This strategy is to enable the Operator to support the security of long-term employment with respect to its permanent employees.

## 17. Redundancy

### 17.1 Discussions before termination

17.1.1 Where the Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the employees directly affected and with the Union.

17.1.2 The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of paragraph 17.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations ' and measures to mitigate any adverse effects of any terminations on the employees concerned.

17.1.3 For the purpose of the discussion the Employer shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of the 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. The Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interest.

### 17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 17.1 the employee shall be entitled to the same period of notice of transfer as would have been the case had the employment 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 lower ordinary time rates for the number of weeks of notice still owing.

### 17.3 Transmission of business

17.3.1 Where a business is before on or after the date of this agreement, transmitted from the Employer (in this clause called the transmitter) to another employer (in this clause called the transferee) and the employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

17.3.2 the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

17.3.3 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 transmittee.

17.3.4 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.

17.4 Time off work during notice period

17.4.1 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 for the purpose of seeking other employment.

17.4.2 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 payment shall not be made for the time absent.

For this purpose a statutory declaration will be sufficient.

17.5 Severance pay

17.5.1 In addition to the period of notice prescribed for ordinary termination an employee whose employment is terminated for reasons set out in clause 17.1 shall be entitled to severance pay at the rate:

of 3 weeks' pay for each completed year of service to a maximum of 36 weeks. In all but the 1st year, pro-rata entitlement will be paid.

Or

as prescribed in the Parent Award.

Which ever is the greater amount.

Week's pay means the ordinary time rate of pay for the employee concerned.

17.5.2 The severance payments shall not exceed the amount which the employee would have earned if employment with the Employer had proceeded to the employee's normal retirement date.

17.6 Employees leaving during notice

An employee whose employment is terminated for reasons set out in clause 17.1 may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employment remained with the Employer until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

17.7 Alternative employment

The Employer, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an employee.

17.8 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal including dishonesty, misconduct, neglect of duty or for absence from work without

reasonable cause, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

17.9 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service.

**18. Termination of Employment**

18.1 Notice of termination by Employer

18.1.1 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 but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

18.1.2 In addition to the notice in paragraph 18.1.1, 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.

18.1.3 Payment in lieu of the notice prescribed in paragraph 18.1.1 and/or 18.1.2 shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

18.1.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated shall be used.

18.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including dishonesty, misconduct, neglect of duty, or for absence from work without reasonable cause or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

18.1.6 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by clause 29.6 continuity of service in annual leave clause of this agreement.

18.2 Notice of termination by employee

18.2.1 The notice of termination required to be given by an employee shall be the same as that required of the Employer, save and except that there shall be no additional notice based on the age of the employee concerned.

18.2.2 Subject to financial obligations imposed on the Employer by an Act, if an employee fails to give notice the Employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

18.3 Time of Work During Notice Period

18.3.1 Where the Employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Employer.

18.4 Statement of Employment

18.4.1 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 employment and the classification of or the type of work performed by the employee.

18.5 Summary of Dismissal

18.5.1 Notwithstanding the provisions of this agreement, the Employer shall have the right to dismiss any employee without notice for conduct that justifies dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

18.6 Unfair Dismissal

18.6.1 Termination of employment by the Employer shall not be harsh, unjust or unreasonable.

for the purposes of this clause, termination of employment shall include termination with or without notice.

without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh unjust or unreasonable termination of employment.

**PART 5 - WAGES AND RELATED MATTERS**

**19. Classifications, Skill Levels and Wage Rates**

19.1 Warehousing and distribution classifications and Rates Of Pay

WAGE RATES

Rates of pay for Warehouse/Distribution are as follows:

RMS EMPLOYEES, PERFORMING WORK AT VILLAWOOD

	Wage Rates Effective 1/04/04 \$	Wage Rates Effective 1/4/05 \$
Warehouse Distribution Employee Grade 1	30448	31666
Warehouse Distribution Employee Grade 2A	33166	34492
Employee Grade 2F	35880	37315
Rationpack Distribution Employee Grade 2B	33166	34492
Warehouse Distribution Employee Grade 3D NSW	38807	40359
Warehouse Distribution Employee Grade 4	41794	43466
Warehouse Distribution Employee Grade 5	44777	46568
	Wage Rates Effective 1/04/04 \$	Wage Rates Effective 1/4/05 \$
Warehouse Distribution Employee Grade 1	31056	32299
Warehouse Distribution Employee Grade 2A	33829	35182
Rationpack Distribution Employee Grade 2B	33829	35182
Warehouse Distribution Employee Grade 3D NSW	39582	41166

Warehouse Distribution Employee Grade 4	42631	44336
Warehouse Distribution Employee Grade 5	45674	47500

19.1.2 RMS EMPLOYEES, PERFORMING WORK AT MASCOT

19.2 Mascot Operations

Individual employees employed at Mascot shall continue to be paid wages at the rates outlined in Clause 19.1.2, should those individuals perform permanent work at the Villawood site as a result of a transfer of operations during the life of this Agreement. These rates will only apply to these specified individuals and are not representative of the work value of their duties and do not apply to new employees performing the same duties

19.3 Warehouse/Distribution Employee Grade 1

19.3.1 Points of Entry New Employee, Warehouse/Distribution Ration Pack Storeperson

19.3.2 Skills/Duties

Responsible for the quality of their own work subject to detailed instructions and work from procedures.

Works in a team environment and/or under routine supervision and able to co-ordinate work in a team environment under limited supervision.

Undertakes duties in a safe and responsible manner.

Exercises discretion within their level of skills and training.

Possess basic/sound interpersonal and communication skills.

Indicative of the tasks which an employee at this level may perform are the following:

storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;

preparation and receipt of appropriate documentation including liaison with suppliers;

allocating and retrieving goods from specific warehouse areas;

basic operation of VDU or similar equipment;

periodic store checks;

responsible for housekeeping in own work environment;

use of non-licensed material handling equipment.

licensed operation of all appropriate materials handling equipment;

use of tools and equipment within the warehouse (basic non-trades maintenance);

19.3.3 Promotional Criteria

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 to the next level as a position becomes available.



19.4 Warehouse/Distribution Ration Pack Grade 2B

19.4.1 Points of Entry - New Employee or Warehouse/Distribution employee Grade 1

19.4.2 Skills / Duties

You will be responsible to pack Australian Defence Ration Packs to Quality Specifications at a standard output in compliance with SOPs and GMP specifications

Understands and is responsible for quality control standards.

Possesses an advanced level of interpersonal and communication skills.

Produce sub packs and finished product at the standard output as set for each product type

Ensure compliance with SOPs for each product i.e. compliance with Defence Force Specifications

Follow GMP standards as specified

Reports any quality maintenance safety or other issues to the Ration Pack Supervisor

Ensure safe working practices are followed at all times

Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.

Deal with customer queries immediately and as necessary. Action will be to report to the Ration Pack Supervisor immediately if you are unable to effectively deal with any customer problem

19.5 Warehouse/Distribution employee Grade 2A

19.5.1 Points of Entry

Store worker Grade 1

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

19.5.2 Skills/Duties

Understands and is responsible for quality control standards.

Possesses an advanced level of interpersonal and communication skills.

Competent keyboard skills.

Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.

May perform work requiring minimal supervision either individually or in a team environment.

Indicative of the tasks which an employee at this level may perform are the following:

use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc. at a level higher than Grade 1;

operation of all materials handling equipment under license;

development and refinement of a store layout including proper location of goods and their receipt and dispatch;

employee who is responsible for the supervision of and the responsibility for the conduct of work by Grade 1 employees.

19.5.3 Promotional Criteria

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 to the next level as a position becomes available.

19.5.4 Grade 2F

A new sub classification grade 2F will be implemented at the Villawood site.

When additional skills require the licensed operation of High reach double deep forklifts and an employees predominant activity requires the licensed operation of this piece of equipment then grade 2F will apply.

19.5 Warehouse/Distribution employee Grade 3

19.5.1 Points of Entry

Store worker Grade 3

Proven and demonstrated skills to the level required of this grade.

19.5.2 Skills/Duties

Implements quality control techniques and procedures.

Understands and is responsible for a warehouse or a large section of a warehouse.

Highly developed level of interpersonal and communication skills.

Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.

Exercises discretion within the scope of this grade.

Exercises skills attained through the successful completion of an appropriate warehousing certificate.

Indicative of the tasks which an employee at this level may perform are the following:

liaising with management, suppliers and customers with respect to stores operations;

detailing and coordinating activities of other storeworkers and acting in a leading hand capacity;

maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports on stock movement, despatches, etc.

19.6 Warehouse/Distribution employee Grade 4

19.6.1 A person at this level:

Working under general direction, is responsible for a complete warehousing and distribution function where managerial responsibility in terms of the nature of the activities and the number and type of staff controlled is of limited complexity; or

Working under general direction, is responsible for a number of groups of staff as part of a stores depot; or

Working under general direction, is responsible for a number of independent sectional stores.

Applies a high degree of judgment, initiative and flexibility to resolve day-to-day difficulties within their area of responsibility.

Interprets and applies standard policies, procedures and regulations.

#### 19.6.2 Features

The warehousing and distribution function, of which work at this level forms a part, covers four main activities - receipt, storage, servicing, maintenance and issue of stores of all types. In this overall context, work at this level would involve the limited management of high level, but typical warehousing and distribution tasks. It would not involve day-to-day hands on work.

Work at this level requires demonstrated leadership ability combined with an extensive knowledge of warehouse/stores procedures and practices and involves the co-ordination of data entry and associated computer operations with inventory management.

#### 19.6.3 Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level. (Requirements at this level are the subject of farther consideration.)

#### 19.6.4 Typical Duties

Investigate and report to higher management on the effectiveness of systems, procedures and staff, and the more complex operational aspects of warehousing and distribution.

Verification of storage requirements.

Local review of warehouse holdings.

Assessment of quantities to be ordered or locally purchased and arrange for this procurement action.

Determination of the most economical or effective local procurement action.

Phasing of deliveries in accordance -with job demands and the availability of supplies.

Planning the layout of the stores areas.

Continually review the efficient use of resources.

Perform, or co-ordinate spot checks and stocktakes.

Co-ordinate the warehousing and distribution activity with associated activities to improve the effectiveness of service delivery at this level.

Set and monitor operational performance targets.

Liaise with manager/clients to ensure effective delivery of service levels.

19.6.5 Training

Advancement to a higher classification level will be subject to:

satisfactory completion of training/competency assessment developed for each stream in conjunction with relevant industry training advisory bodies;

19.7 Warehouse/Distribution employee Grade 5

19.7.1 A person at this level:

Works under limited direction and is responsible for the complete storekeeping function of a stores depot or stores organisation where managerial responsibility in terms of staff, nature and level of store holdings and scale of activity is highly complex.

Exercises a high level of judgment, initiative and inter personal skills to resolve a wide range of the more complex practical problems, including:

allocating tasks and resources in accordance with pre determined targets;

ensuring output standards are maintained to agreed levels;

monitoring and reporting on cost effectiveness of stores activities;

participating in the setting of work standards and OH&S requirements;

reviewing and making recommendations upon changes to work methods or established practices.

Interprets and applies standard policies, procedures and regulations.

Possesses sound liaison and communication skills.

19.7.2 Features

The warehousing and distribution function, of which work at this level forms a part, covers four main activities - receipt, storage, servicing, maintenance and issue of stores of all types. In this overall context, work at this level would involve the management and overall responsibility and accountability for the more complex, but typical warehousing and distribution tasks.

Work at this level requires an extensive knowledge of warehouse/stores procedures and practices and involves the management and overall responsibility for data entry and computer operations associated with inventory management.

19.7.3 Qualifications

Satisfactory completion of training/demonstrated competence in accordance with requirements for this level. (Requirements at this level are the subject, of further consideration.)

19.7.4 Typical Duties

Manages the allocation of staff and mechanical handling equipment.

Monitor and inspect the work of contractors.

Liaise with managers/clients to monitor the effectiveness of stores services.

Liaise with suppliers concerning aspects of delivery and goods supplied incorrectly in terms of type, condition or quantity.

Ensure goods and services supplied are in accordance with pre determined standards.

As part of the management team, assist management in determining the siting, type, access, layout and equipment of new storehouses or modifications to existing storehouses and in planning alterations to stores layout and determine material handling equipment requirements.

Review and update Stores procedures.

Manage and co-ordinate the movement of large or complex consignments, including special packaging and transport arrangements.

Report and take corrective action to eliminate the loss/damage of goods in transit and discrepancies.

Liaise with clients/managers and determine and monitor service levels.

Assist in the planning and operation of auction sales, and process related documents.

Manage or co-ordinate on the job training, such as, for example, quality control and OH&S.

Prepare valuations, quotations and estimate of costs.

#### 19.7.5 Training

Advancement to a higher classification level will be subject to:

satisfactory completion of training/competency assessment developed for each stream in conjunction with relevant industry training advisory bodies;

### **20. Supported Wage System for Employees With Disabilities**

- 20.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full agreement wages because of a disability as documented in "[Supported Wage System: Guidelines and Assessment Process]".

Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

Disability Supported Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1921*, as amended from time to time, or any successor to that scheme.

Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

20.2 Eligibility criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

20.3 (The clause does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their current employment.)

20.4 The agreement does not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 2186* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an Organisation which has received recognition under s.10 or under s.12A of the *Disability Service Act*, or if a part only has received recognition, that part.

20.5 Supported wage rates

20.5.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	% of prescribed agreement rate (clause 21.6)
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

20.5.2 The minimum payable shall be not less than \$50 per week.

20.5.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

20.6 Assessment of capacity

For the purpose of establishing the percentage of the agreement to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

the Employer and a Union party to the agreement, in consultation with the employee, or if desired by any of these;

the Employer and an Accredited Assessor from a penal agreed by the parties to the agreement and the employee.

20.7 Lodgement of assessment instrument

20.7.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the Employer with the Registrar of the Australian Industrial Relations Commission.

20.7.2 All assessment instruments shall be agreed and signed by the parties to the assessment.

Where the Union is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

20.8 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

20.9 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rate basis.

20.10 Workplace adjustment

If the Employer wishes to employ a person under the provision of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to of the job. Changes may involve redesign of job duties, working time arrangements and work Organisation in consultation with other workers in the area.

20.11 Trial period

20.11.1 In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that ' in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

20.11.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

20.11.3 The minimum amount payable to the employee during the trial period shall be no less than \$50 per week.

20.11.4 Work trials should include induction or training as appropriate to the job being trialed.

20.11.5 Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 20.6.

## **21. Payment of Wages**

21.1 Wages shall be paid fortnightly by cash, or cheque or by electronic funds transfer, not later than the Thursday during the week of payment. Where payment of wages is by cash/cheque it shall be during normal working hours.

21.2 Where the pay-day falls on a day prior to a public holiday, employees shall be paid on the day prior to the normal pay-day.

21.3 In the case of weekly employees two days pay may be kept in hand.

## **22. Allowances**

### 22.1 Meal Allowance

An employee required to work overtime for any period in excess of one hour after ordinary ceasing time shall be paid an allowance of:

\$9.07 effective 1/4/04, and  
\$9.43 effective 1/4/05  
as meal money.

### 22.2 First Aid Allowance

An employee, qualified to St John's Ambulance standard or equivalent, if requested by the Employer to act as the First Aid Attendant shall be paid an allowance of:

\$8.27 effective 1/4/04, and  
\$8.60 effective 1/4/05  
per week.

### 22.3 Fork Lift Allowance

An allowance at the rate of \$10.00 per week will be made to grade 2A & 2B workers where their predominant activity (80% or greater) is forklift use in the warehouse in recognition of the extra skill required where using the forklift is the predominant use. The Company will review the Fork Lift usage of employees in the warehouse and discussions will be held with employees to determine the application of this allowance.

### 22.4 Use of Own Vehicle

An employee who is required by the Employer to use their own motor vehicle for travelling on the Employer's business shall be paid 59 cents per kilometre.

## **23. Mixed Functions**

23.1 Where a weekly employee is required to work temporarily at a classification higher than that under which the employee is engaged payment shall be as follows.

23.1.1 On any one day - a full day's pay at the rate prescribed for such higher classification.

Where the employee continues to work at the higher classification payment will continue until such time as the employee reverts to their original classification.

23.2 A weekly employee shall not suffer any reduction in wages during any week by reason of the employee having been required to work for a part of such week at a classification lower than that under which the employee was engaged.

## **24. Superannuation**

24.1 The subject of Superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act, 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

### 24.2 Definitions

Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the *Superannuation Guarantee (Administration) Act 1992*.



- 24.2.1 Ordinary time earnings means an employees wage rate as contained in clause 19.2, any leading hand allowance and shift allowance including weekend and public holiday rates and includes workers compensation payments and accident pay for the period of the absence (subject to a maximum of 52 weeks total for each injury).
- 24.2.2 Eligible employee shall mean any person who is employed pursuant to the terms of this agreement.
- 24.2.3 "Superannuation fund" shall mean either the Labour Union Co-operative Retirement Fund (LUCRF) or the complying fund options advised to employees by RMS Distribution Services or it's representative

24.3 Contributions

- 24.3.1 In addition to other payments provided for under this agreement, the Employer shall make a superannuation contribution to the superannuation fund nominated by the employee in accordance with this clause, on behalf of all eligible employees an amount not less than:

Financial Year	Percentage of employees' ordinary time earnings
2000 - 2001	8
2001 - 2002	8
2002 - 2003	9

- 24.3.2 The contributions shall be made into:  
  
Labour Union Co-operative Retirement Fund (LUCRF), or  
  
Complying fund options advised to employees by RMS Distribution Services or it's representative,

- 24.3.3 The Employer shall provide each worker upon commencement of employment, with information on the funds together with membership forms. The employee shall forward a completed form to the Employer within 14 days of the receipt of the same. Should the Employee fail to forward the completed membership application form to the employer within the 14 days the employer shall advise the employee that the employee has a further 14 days in which to provide the employer with a completed application form. If the employee again fails to provide the completed form to the employer then the employer shall determine the fund to which the employee will contribute and shall forward the completed membership form to the designated fund within 14 days.

- 24.3.4 The contributions shall be made monthly or more frequently.

24.4 Cessation of contributions

The obligation of the Employer to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the Employer.

**PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

**25. Hours of Work**

25.1 Ordinary Hours of Work

- 25.1.1 The ordinary hours of work shall be an average of 38 hours per week over a four-week cycle, Monday to Friday between 6am and 8.00 p.m. inclusive except in the case of any week in which any of the holidays specified in this agreement occur.

25.1.2 Unless otherwise agreed between employees and or their union representative and the employer, the ordinary hours of work shall be a minimum of 8 hours per day which shall be worked on 5 days during the spread of hours.

## 25.2 Spread of Hours

The spread of hours of work shall not exceed fourteen per day and shall be worked continuously, except for meal breaks between 6.00 a.m. and 8.00 p.m., Monday to Friday. No employee shall work in excess of 12 hours in a single day.

25.2.1 An afternoon shift shall be defined as a normal shift finishing after 8.00 p.m. and before midnight. The parties agree that in the event of the introduction of an afternoon shift, employees engaged on that shift shall be entitled to an additional loading of 15% on each ordinary hour worked.

25.2.2 A night shift shall be defined as a normal shift commencing after 8.00 p.m. and finishing before 8.00 a.m. The parties agree that in the event of the introduction of a night shift, employees engaged on that shift shall be entitled to an additional loading of 30% on each ordinary hour worked.

No existing employees will be placed on afternoon or night shift unless mutually agreed.

## 25.3 Taking of RDOs.

The taking of RDO's shall normally be as they accrue. However, the company and the employee may agree to take RDOs in a different manner, provided that no employee shall bank more than 5 RDOs.

## 25.4 Changing ordinary Hours of Work

The Employer shall not alter the starting and finishing times in any establishment without consultation and agreement of the majority of employee's effected, or by giving one week's notice.

## 26. Breaks

26.1 No employee shall be required to work longer than five hours without a break for a meal.

26.2 An employee who works in excess of 1 hour of overtime and has surpassed the previous meal break by five hours or more, shall be entitled to a thirty minute paid meal break.

26.3 An employee who is required to subject themselves to long periods in work functions that require constant use of computer based equipment shall be allowed a pause from such functions for a period of not less than 5 minutes for each hour so worked.

## 26.4 Rest Period

A rest pause of ten minutes shall be granted to all employees. Such rest pause to be counted as time worked and taken at a time fixed by the Employer. The rest pause shall not be granted within one hour of normal commencement of work or within one hour either side of a meal break.

## 27. Overtime

27.1 Overtime shall be paid to all employees, other than those engaged as Warehouse and Distribution Employee Class 4 and Warehouse and Distribution Employee Class 5, who work outside of the span of hours specified in clause 25.1 or in excess of 8 hours in one day as follows:

At the rate of time and a half for the first two hours and double time thereafter each day stands alone.

Double time payment shall continue until the completion of the overtime worked.

An employee recalled to work after leaving the Employer's business shall be paid for a minimum of four hour's work at the appropriate rate for each recall. If such recall is made after 12 noon on a Saturday the employee shall be paid at the rate of double time. Provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job such employee was recalled to perform is completed within a shorter period.

Unless there is agreement between the Employee and the Employer, the Employer shall not ask any employee to work less than five (5) 8 hour days in any one week to avoid the Employers obligations to pay overtime pursuant to this clause.

27.2 Rest period after overtime

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

27.2.2 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not at least ten consecutive hours off duty between those times shall, subject to this sub clause, be released after completion of such overtime until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

27.2.3 If on the instructions of the Employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and the employee shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

27.3 Time off in lieu of overtime

27.3.1 Where an employee or employees at a particular site or section/s of a site have agreed for overtime periods to be compensated with time off in lieu, then employees will be entitled to take the equivalent overtime time off at ordinary time.

27.3.2 This time off shall be taken within in one month of the overtime being worked at a time mutually convenient to the Employer and the employees concerned.

27.3.3 If the time off is not taken within one month of the overtime being worked the Employer shall pay the employee for the overtime worked as provided in clause 27.1.

27.4 Time off in lieu of overtime for Warehouse and Distribution Employee Class 4 and 5 Employees

27.4.1 Where an employee as a Warehouse and Distribution Employee Class 4 or a Warehouse and Distribution Employee Class 5 are required to work overtime, such employee shall be entitled to be compensated with time off. Employees will be entitled to take one hour off work for each hour of overtime they work, at a time mutually acceptable to the Employer and employees concerned.

27.4.2 Where circumstances require an employee covered by the agreement at the classification level of clause 4 and or 5 respectively to be available outside the span of the spread of hours, and such extra cost is recoverable from the client for the work performed the said employer will be entitled to be remunerated at normal overtime rates' as defined in clause 27.1 or take time in lieu at the ordinary time with agreement of the employer.

27.4.3 Such periods must be recorded in the wages record. Such record must indicate the overtime period worked and the precise day and time the equivalent period off in lieu of such overtime.

## **28. Saturday and Sunday Work**

- 28.1 For all work performed on a Saturday the employee shall be paid time and a half for the first two hours and double time thereafter.
- 28.2 Double time shall be the rate of pay for all work performed on a Sunday.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **29. Annual Leave**

- 29.1.1 Except as otherwise provided in this agreement every employee shall, at the end of each year of employment, become entitled to an annual leave of 4 weeks on ordinary pay.
- 29.1.2 In the case of a shift worker where the employee would have received shift loadings had the employee not been on leave during the relative period, the shift loading shall be added to the employees' ordinary pay. This loading will be paid in lieu of the Annual Leave Loading prescribed in Clause 29.9, providing the dollar value of the Shift Loading is greater than that payable under the prescribed Annual Leave Loading
- 29.2 Annual leave to be taken
- 29.2.1 This clause shall apply to all annual leave where taken according to a roster, in the form of a part closedown or a part closedown/part rostered leave.
- 29.2.2 Except where agreement is reached in accord with paragraph 29.2.3 of this clause. The annual leave shall be given and taken as directed by the Employer on the following basis:
- (a) in one continuous period of four weeks; or
  - (b) in two separate periods, one of which may be of no less than three week's duration.
- 29.2.3 Except where the provisions of paragraph 29.2.2 of this clause to apply, the annual leave may be taken by agreement between the Employer and the employee(s) on the following basis:
- (a) in two separate periods, both of which may be of less than three week's duration or
  - (b) in three separate periods
- 29.2.4 In the case of rostered annual leave, agreement shall be between the Employer and the individual employee, or as determined by the Employer in the first instance.
- 29.2.5 In the case of a part close down or a part closedown/part rostered leave, agreement shall be between the Employer and the majority of the employees concerned, or otherwise as determined by the Employer.
- 29.2.6 The annual leave shall be given by the Employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such leave accrues.
- 29.3 Annual leave taken before due date
- 29.3.1 If the employee and the Employer so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the worker has become entitled to the annual leave.
- 29.3.2 Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued the right to a further annual leave shall not commence to accrue until

after the expiration of the year of employment in respect of which the annual leave or part has been so taken.

#### 29.4 No payment in lieu of annual leave

29.4.1 Except as provided in the next succeeding clause payment shall not be made by the Employer to an employee in lieu of any annual leave or part thereof to which the employee is entitled under this agreement nor shall any such payment be accepted by the employee.

the Employer shall give each employee at least four weeks' notice of the date from which annual leave shall be taken.

The employer shall pay each employee in advance before the commencement of the worker's annual holiday his/her ordinary pay for the holiday period and for all eligible leave accrued from 1st April 2002 a loading of 17.5 per cent shall apply."

#### 29.5 Annual leave on termination

29.5.1 Where an employee, who has become entitled to one or more periods of annual leave provided by this agreement, is terminated, the Employer shall be deemed to have given the leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of the leave.

29.5.2 Clause 29.5.1 applies to an employee in respect of annual leave (except so much, if any, as has entitled (apart from this clause) to taken it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment. Nothing in clause 29.5.1 or 29.5.2 affects the obligations of the Employer to give, or an employee to take, annual leave in accordance with this agreement.

29.5.3 This clause applies with respect to every period of employment of the employee by the Employer which is less than one year, such period being computed from the date of the commencement of the employment or (where the employee has during the employment become entitled to any annual leave under the last preceding clause) computed from the date upon which the employee became entitled to that annual leave, or to the last annual leave as the case may be.

29.5.4 Where the employment of any employee by the Employer is terminated at the end of a period of employment to which this clause applies the Employer shall forthwith pay to the employee, in addition to all other amounts due, an amount equal to one-twelfth of the employee's ordinary pay for that period of employment.

29.5.5 where the annual leave under the last preceding clause or any part thereof has been taken in advance by an employee pursuant to sub-clause 29.5.3 and 29.5.4 which such annual leave or part was taken; and

the employment of the employee is terminated before the employee has completed the year of employment in respect of which such annual leave or part was taken; and

the sum paid by the Employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Employer is required to pay to the employee under sub clause 29.5.3 and 29.5.4 of this clause - the Employer shall not be liable to make any payment to the employee under clause 29.5.3 and 29.5.4 of this clause and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

29.6 Calculation of continuous service for annual leave

29.6.1 For the purpose of this agreement a year of employment shall be deemed to be unbroken notwithstanding.

29.6.2 Any annual leave or long service leave taken therein;  
any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

any absence from work of not more than 14 days in the year of employment on account of sickness or accident;

any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Employer;

any absence on any other account not involving termination of employment:

and in calculating a year of employment any absence of a kind mentioned in paragraphs 29.6.2, 29.6.2(a) or 29.6.2(b) of this clause shall be counted as part of the year of employment but in respect of absences of a kind mentioned in-paragraphs 29.6.2(c) and 29.6.2(d) of this clause it will be necessary for the employee as part of qualification for annual leave to serve such additional period as equals the period of such absences.

29.7 Annual leave exclusive of public holidays

Where any leave for which the employee is entitled to payment under this agreement occurs during any period of annual leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of that leave.

29.8 Sickness During Annual Leave

29.8.1 Where an employee suffers from personal ill-health or accident during a period of annual leave the employee shall be paid sick leave pursuant to clause 28.

29.8.2 The employee shall have their annual leave entitlement for the period of such personal ill-health or accident re-credited.

29.8.3 To be entitled to the above the employee must produce a certificate of a medical practitioner certifying as to such personal ill-health and accident.

29.9 Annual Leave Loading

The employer shall pay each employee in advance before the commencement of the worker's annual holiday his/her ordinary pay for the holiday period and for all eligible leave accrued from 1st April 2002 a loading of 17.5 per cent shall apply."

**30. Personal Leave**

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

30.1 Amount of paid personal leave

30.1.1 Paid personal leave will be available to an employee other than a casual employee when the employee is absent due to

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or

Bereavement on the death of an immediate family or household member (bereavement leave).

30.1.2 The amount of personal leave to which a full time permanent employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of time worked for the employer	Personal leave (hours)
Less than 3 months	24 (3 days)
3 months to less than 12 months	64 (8 days)
12 months or more (3 days of which is bereavement leave and is not accumulative)	104 (13 days)

30.1.3 Accumulation of Personal Leave

(a) Where the full period of the sick leave component of personal leave (10 days (76 hours) per year) as prescribed above is not taken in any year such portion as is not taken shall, provided the employee remains in the service of the employer, be cumulative from year to year.

30.2 Immediate family or household

30.2.1 The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person being either:

- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household.

30.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife 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, parent-in-law or sibling of the employee or spouse of the employee.

30.3 Sick leave

30.3.1 Definition

Sick leave is leave to which an employee other than a casual employee is entitled to without loss of pay because of his or her personal illness or injury.

30.3.2 Entitlement

- (a) An employee is entitled to use accumulated personal leave for the purposes of sick leave if the current sick leave entitlement has been exhausted.
- (b) An employee who is permanent and full time is entitled to 76 hours (10 days) of sick leave each year. Where the full period of the sick leave is not taken in any year such portion as is not taken shall, provided the employee remains in the service of the employer, be cumulative from year to year.

### 30.3.3 Employee Must Give Notice

- (a) Before taking sick leave an employee must give at least 2 hours notice before his or her next rostered starting time, unless he or she has a reasonable reason for not doing so. Notice must be given to the employee's supervisor. Where this is not possible, notice should be given to the supervisors delegate.
- (b) The notice must include:
  - the nature of the injury or illness (if known);
  - how long the employee expects to be away.
- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

### 30.3.4 Evidence Supporting the Claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

### 30.3.5 Single Day Absences

The employee shall be paid sick leave in respect of three single day absences in any year on notification to the employer within the normal hours of that day or shift that the employee was absent from work on account of personal ill-health necessitating the absence.

- (a) Should an employee, without reasonable cause not notify the employer within the normal working hours of that day or shift, clause 30.3.4 shall continue to apply
- (b) This paragraph shall not apply in respect of a single day of absence on the working day immediately proceeding or following a Public holiday, a period of annual leave or a RDO.

### 30.3.6 The Effect of Worker's Compensation

If an employee is receiving workers compensation payments, he or she is not entitled to sick leave.

## 30.4 Bereavement leave

### 30.4.1 Paid leave entitlement

An employee is entitled to use up to 3 days (24 hours) personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies in Australia. Only the 1st occurrence of bereavement leave in a given year will be deducted from the Employee's personal leave entitlement. In the case of a death of a family member outside Australia where the employee attends the funeral, 5 days bereavement leave will be granted.

### 30.4.2 Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, he or she is entitled to up to three days unpaid bereavement leave.



30.4.3 Evidence supporting claim

Proof of such death shall be furnished by the employee to the satisfaction of his or her employer if required.

30.4.4 This clause shall have no operation while the period of entitlement to bereavement leave under it coincides with any other period of entitlement to leave or RDO.

30.5 Carer's leave

30.5.1 Paid leave entitlement

An employee with responsibilities in relation to members of his/her immediate family or household who need their care and support shall be entitled to use, in accordance with this clause, up to 40 hours personal leave each year to provide care and support for such persons when they are ill. This entitlement is subject to the employee being responsible for the care of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

30.5.2 Evidence supporting claim

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

30.5.3 Prior notice of absence

The 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 their 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.

30.5.4 Unpaid leave

An employee may elect, with the consent of the employer, to take unpaid carer's leave.

### **31. Other Leave**

31.1 Where an employee is required to give evidence before the Industrial Relations Commission during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the employees attendance to give evidence, if any, and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been required to give evidence.

31.2 The employee shall advise the Employer as soon as practicable that they have to attend to give evidence at the Australian Industrial Relations Commission, and if required by the Employer, produce the notice to attend.

31.3 Without limiting the purposes for which leave may be granted, the following purposes may be regarded by the Employer as reasonable purposes:

leave to undertake study;

leave to attend a ceremony;

## 32. Parental Leave

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

### 32.1 Definitions

- 32.1.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 32.1.2 Subject to clause 32.1.3, in this clause, spouse includes a de facto or former spouse.
- 32.1.3 In relation to clause 32.5, spouse includes a de facto spouse but does not include a former spouse.

### 32.2 Basic entitlement

- 32.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 32.2.2 Subject to 32.3.6, parental leave is to be available to only one parent at a time, except that both parents may simultaneously take:
- (a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
  - (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### 32.3 Maternity Leave

- 32.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
  - (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.
- 32.3.2 When the employee gives notice under 32.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 32.3.3 An employee will not be in breach of this of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 32.3.4 Subject to clause 32.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

32.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

32.3.6 Special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

32.3.7 Where leave is granted under clause 32.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

32.4 Paternity leave

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave with:

32.4.1

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) a statutory declaration stating:
  - (i) he will take that period of paternity leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
  - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

32.4.2 The employee will not be in breach of clause 32.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 32.5 Adoption leave

- 32.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 32.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 32.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 32.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 32.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 32.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

## 32.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

## 32.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements, which they have accrued subject to the total amount of leave not exceeding 52 weeks.

## 32.8 Transfer to a safe job

- 32.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

32.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

32.9 Returning to work after a period of parental leave

32.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

32.9.2 An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 32.8, the employee will be entitled to return to the position held immediately before the transfer.

32.9.3 Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

32.10 Replacement employees

32.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

32.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### 33. Jury Service Leave

33.1 An employee on weekly hiring required to attend for jury service during his/her ordinary hours, shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service, and the amount of wage he would have received in respect of the ordinary time worked had jury service not occurred.

33.2 An employee shall notify the Employer as soon as possible of the date upon which a requirement for jury service exists. Further, the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### 34. Public Holidays

34.1 Prescribed public holidays

An employee shall be entitled to holidays on the following days:

34.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;

34.1.2 The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour's Day or Labour Day and Picnic Day or a day in the local area which is a prescribed public holiday;

34.2 Public holidays falling on a Saturday or Sunday

34.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

34.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

34.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

#### 34.3 Additional public holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 34.1 and 34.2, those days shall constitute additional holidays for the purpose of this award.

#### 34.4 Substitution of public holidays

34.4.1 By agreement between the employer and a majority of employees in the workplace or a section or sections of it, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

34.4.2 At the request of an employee, an employer and individual employee may agree to the employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

34.4.3 An agreement pursuant to 34.4.1 or 34.4.2 shall be recorded in writing and be available to every affected employee and the Union.

#### 34.5 Public holidays - penalty rates

34.5.1 Double time and a half shall be the rate for all work done on New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Union Picnic Day, Christmas Day and Boxing Day:

34.5.2 Provided that if any other day is by Act of Parliament or Proclamation, substituted for any of the above named holidays, the special rate shall only be payable for work done on the day so substituted.

#### 34.6 Rostered day off falling on a public holiday

34.6.1 An employee 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 prescribed by this clause, shall be granted an alternative day off to be determined by mutual agreement between the employer and the employee.

34.6.2 If mutual agreement is not reached then clause 9 - Procedures for the avoidance of industrial disputes, of this award shall apply.

#### 34.7 Absence before or after a public holiday

Where an employee is absent from his or her employment on the working day before or after a holiday or a rostered day off without reasonable excuse or without the consent of the employer, he or she shall not be entitled to payment for such holiday.

### **35. Blood Donors**

35.1 At a time suitable to the Employer an employee shall be allowed reasonable time off during working hours without loss of pay for the purpose of donating blood. Where agreement cannot be reached at a particular establishment the dispute settling procedure at clause 11 shall apply.

### **36. Long Service Leave**

36.1 Every employer shall grant the entitlements conferred and under the conditions of the relevant Long Service leave Act in their State/territory as if the terms of the statute were terms of this agreement. The following amendments shall apply where applicable.

- 36.2 The following clause shall apply in all states where the applicable legislation has a contrary intention.
- 36.2.1 "Where any trade or Public Holiday for which the employee is entitled to payment under this agreement occurs during any period of Long Service Leave taken by an employee the period of leave shall be increased by one (1) day in respect of that trade or public holiday."
- 36.3 The definition of Ordinary pay where it appears in any legislation shall be substituted by the following definition:
- 36.3.1 Ordinary Pay - In relation to any employee means remuneration for the employees weekly number of hours of work calculated at the ordinary time rate of pay and where the employee is provided with board or lodgings by the Employer, includes the cash value of that board or lodging
- 36.4 For the purpose of wages payable under this clause the ordinary hours of work each day shall be deemed to have been 7.6.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **37. Fares and Travelling Time**

- 37.1 Where an employee goes direct to a job away from their usual place of employment, all travelling time reasonably spent in excess of the time usually taken in travelling to and from their home to their usual place of employment shall be paid for at ordinary rates on all metropolitan and suburban work.
- 37.2 On country and interstate work, travelling time outside ordinary working hours shall be paid for at the applicable wage rates contained herein, with a maximum of eight hours out of any period of 24 consecutive hours commencing at 8 am. on any day.
- 37.3 Travelling time on Sunday and holidays shall be paid for at time and a half
- 37.4 All fares, board and lodging and reasonable travelling expenses incurred whilst travelling shall be paid by the employer. Excess fares only shall be paid on all metropolitan and suburban work.
- 37.5 If so directed, employees shall present themselves for work on outside jobs at the usual starting time and shall work up to the usual ceasing time.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **38. Training**

- 38.1 The parties to this agreement are committed to intensive (Enterprise) training of employees to achieve:
- Higher skills relative to the needs of the Employer.
- Multi-skilling of employees to the level required for operational efficiency and flexibility.
- A career path within the organisation.
- Retraining to maintain pre-existing skills.
- Greater efficiency and job satisfaction.
- 38.2 The training requirements of the Employer shall be developed in conjunction with a skill analysis of employees, which will have as a specific objective the generating of information for training needs assessment for individual employees and the Employer's training and skills development program.

- 38.3 The company supports training designed to promote good industrial relations and industrial efficiency within industry for union delegates or elected workplace representatives with more than 6 months continuous service.
- 38.3.1 The delegates shall advise the employer of their desire to attend a course, conducted or approved by Trade Union Training Australia Inc at least 1 month prior to the commencement of the course.
- 38.3.2 In each establishment employing more than five weekly employees under this agreement, the Employer may be requested to approve leave in accordance with this clause, subject to the following limitations:
- 38.3.3 Where the Employer employs less than ten employees under this agreement, one employee may be granted up to five days leave in any twelve-month period.
- 38.3.4 Where the Employer employs ten or more employees under this agreement, two employees may each be granted up to five days leave in any twelve-month period.
- 38.3.5 The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.
- 38.3.6 The Employer shall not use this clause to avoid an obligation under this clause.
- 38.3.7 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this agreement.
- 38.3.8 Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause "ordinary time earnings" for an employee means the classification rate and superannuation which otherwise would have been payable.
- 38.3.9 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 38.3.10 An employee may be required to satisfy the Employer of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under Clause 30.3, Sick Leave of this agreement.
- 38.3.11 An employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- 38.4 Training courses shall be provided using either Enterprise employees and facilities, or through external sources such as TAFE.
- 38.5 The development of any training requirements and competency levels will be undertaken in consultation with the Union and employees. The competency standards shall be based on the relevant National Warehousing and Distribution Competency Standards.
- 38.6 Employees who agree and are selected from the work force will participate in the delivery and evaluation of approved training programs after having successfully completed accredited "Train the Trainer" programs.
- 38.7 Following appropriate consultation or through the establishment of a training committee, the Employer shall develop a training programme consistent with.

Identifying the training requirements of the employee/employees



Identifying through a skills analysis present and future employee training needs Identifying the appropriate training curriculum so as to provide appropriate training, skills and competencies to meet the industries competency standards.

38.8 Employees who agree to participate in training programmes designed to provide the of competencies and skills for carer advancement may do so on the basis of no extra remuneration. This training shall be provided during ordinary hours of work.

38.8.1 Nothing in Clause 38.8 shall allow the employer to use the training of employees as an avenue to avoid the employee's obligation under the Classification Clause 19 or the Mixed Functions Clause 23.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENTS, TOOLS AND AMENITIES**

### **39. Accident Pay**

39.1 The Employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

39.2 Definitions

For the purpose of this clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder.

39.2.1 Worker's Compensation Act or Ordinance

The Workers' Compensation Act or Ordinance applicable hereinafter referred to as the respective Act means:

*The Workers Compensation and Rehabilitation Act 1987*

&

*Workplace Injury Management and Workers Compensation Act 1998*

39.2.2 Injury

For the purposes of this clause injury shall mean an injury occurring at the place of employment but otherwise shall be given same meaning and application as applying under the respective Workers' Compensation Act or Ordinance and no injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such respective Act or Ordinance.

(a) Total incapacity

In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the respective Act (Hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the respective Act for the week in question and, on the other hand, the total weekly agreement rate and weekly over agreement payment if any being paid to such employee at the date of the injury giving rise to the said payment of compensation, together with or less as the case may be any variation in agreement rates which would have been applicable to the classification of such employee for the week in question if he had been performing his/her normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, fares and travelling time allowances, penalty rates

and any other ancillary payment payable by the Employer shall not be taken into account, but piece or bonus work earnings during ordinary hours shall be taken into account.

(b) Partial incapacity

In the case of an employee partially incapacitated within the meaning of the respective Act means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity pursuant to the respective Act for the week in question together with the average weekly amount earned or is able to be earned in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Tribunal or its equivalent in the State or Territory of employment or as agreed between the parties) and, on the other hand, the total weekly agreement rate and weekly over agreement payment if any, being paid to such employee at the date of the injury giving rise to the said payments of compensation together with or less as the case may be any variation in agreement rates which would have been applicable to the classification of such employee for the week in question if the employee had been performing normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, fares and travelling time allowance, penalty rates and any other ancillary payment payable by the Employer shall not be taken into account, but piece or bonus work earnings during ordinary hours shall be taken into account.

- (i) The total weekly agreement rate and weekly abovementioned shall be the same as that applying for a total incapacity. Where an employee receives a weekly payment of compensation under the respective Act and subsequently such Payment is reduced pursuant to the said Act, such reduction shall not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

39.3 Payment for part of a week

Where an employee receives accident pay and such payment is payable for incapacity for part of a week the amount shall be a direct pro rata.

39.4 Qualifications for payment

39.4.1 Always subject to the terms of this clause, an employee covered by this agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the respective Act to be paid accident pay by the Employer who is/or was at the time of the injury liable to pay compensation under the respective Act, which said liability by the Employer for accident pay may be discharged by another person on behalf of the Employer provided that:

accident pay shall only be payable to an employee whilst such employee remains in the employment of the Employer with whom the employee was employed at the time of the incapacity and then only for such period as the employee received a weekly payment under the respective Act. If an employee on partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

provided further that in the case of the termination by the Employer of an employee who is incapacitated and receiving accident pay, such accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

the termination is due to serious and/or willful misconduct on the part of the employee; or

arises from a deduction of liquidation of the company in which case the employee's entitlement shall be determined by the appropriate State Legislation.

in order to qualify for the continuance of accident pay on termination an employee shall, if required, provide evidence to his/her Employer of the continuing payment of weekly workers' compensation payment pursuant to the respective Act.

39.4.2 Accident pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then, subject to paragraph 39.4.3 of this clause and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first three weeks.

39.4.3 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

39.4.4 An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Employer may require the employee to forfeit the entitlement to accident pay under this agreement.

#### 39.5 Maximum period of payment

39.5.1 The maximum period or aggregate periods of accident pay to be made by the Employer shall be a total of 39 weeks for any one injury as defined in clause 39.2.2 of this clause.

#### 39.6 Absences on other paid leave

39.6.1 An employee shall not be entitled to the payment of accident pay in respect of any period of leave, or other paid leave of absence.

#### 39.7 Notice of injury

An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the said injury to the Employer and of its manner of happening as soon as practicable after the happening thereof, and shall provide in writing all other information as the Employer may reasonably require.

#### 39.8 Furnishing of evidence

39.8.1 An employee who has suffered an injury for which the employee is receiving payment or payments for incapacity in accordance with the provisions of the respective Act shall furnish evidence to the Employer from time to time as required by the Employer of such payment and compliance with this obligation shall be a condition precedent to any entitlement under this clause.

39.8.2 Any employee who is receiving or who has received accident pay in respect of any injury shall, if by the Employer or other person on behalf of the Employer, authorise the Employer to obtain any information required by such Employer concerning such injury or compensation payable in respect thereof from the insurance company, or in Victoria, the Accident Compensation Commission or its Agent that is liable to pay compensation to such employee pursuant to the respective Act.

#### 39.9 Medical examination

Nothing in this clause shall in any way be taken as restricting or removing the Employer's rights under the respective Act to require the employee to submit to an examination by a legally qualified medical practitioner, provided and paid by the Employer, or in Victoria paid for by the Accident Commission or self insurer and if there is a refusal to submit to such examination or in any way obstructs the same, any

right to receive or continue to receive accident pay shall be suspended in like manner as the right to compensation is suspended pursuant to the respective Act until such examination has taken place. Where in accordance with the respective Act a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specified work for which the employee is fit and such work is made available by the Employer and refusal by the employee or the employee fails to commence the work. Where the Employer is unable to provide work of the nature stipulated by the medical referee an employee shall take all reasonable steps to obtain such work with another Employer and in the event of failure to do so, payment of accident pay shall cease.

39.10 Redemption of weekly payments

Where there is redemption of weekly compensation payments by the payment under the respective Act of a lump sum the Employer's liability to pay accident pay shall cease as from the date of such redemption.

39.11 Civil damages claims

39.11.1 An employee receiving or who has received accident pay shall advise the Employer of any action that may be instituted or any claim that may be made for damages. Further the employee shall, if required, authorise such Employer to obtain information as to the progress of such action or claim from the employee solicitors and shall if required provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any verdict to settlement on that injury.

39.11.2 Where an employee obtains a verdict for damages from the Employer or is paid an amount of money in settlement of any claim for damages that has been made against the Employer in respect of any injury for which accident pay has been received the Employer's liability to pay accident pay shall cease from the date of such verdict. If the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the employee immediately upon payment of such verdict or amount in settlement shall pay to the Employer any amount of accident pay already received in respect of that injury by which the credit has not been so reduced.

39.11.3 Where an employee obtains a verdict for damages against a person other than the Employer or is paid an amount of money in settlement of any claim for damages that has been made against such person in respect of an injury for which accident pay has been received the Employer liability to pay accident shall cease from the date of such verdict. If the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

39.12 Insurance against liability

Nothing in this clause shall require the Employer to insure against liability for accident pay, nor shall it affect the right of the Employer to terminate the employment of the employee

39.13 Variations in compensation rates

Any change in compensation rates under the respective Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

39.14 Death of employee

All rights to accident pay shall cease on the death of an employee

39.15 Dispute

In the event of any dispute arising as to the entitlement of an employee to payment of accident pay in accordance with the provisions of this agreement the matter shall, if any party to this agreement so require, be referred to the Board of Reference.

39.16 Safety regulations

Without prejudice to the terms of this clause the Union shall use its best endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of the Employer or its members.

#### **40. Clothing, Equipment and Tools**

40.1 Uniforms will be issued to Permanent Employees in areas where it is a requirement of the company to wear uniforms. Where a uniform has been provided it must be worn during work hours.

40.2 Uniforms are to be maintained in a clean and respectable condition.

40.3 The Employer shall provide the following items of clothing (or any variation thereto, as determined by the consultative committee) to those employees required by the company to wear a uniform:

Five (5) Shirts - the employee shall have a choice between dress type shirts and T-type shirts;

Four (4) pairs of trousers - the employee shall have a choice between long and short legged trousers;

One (1) cap;

One (1) akubra type hat; and

One (1) pair of safety boots or shoes.

40.4 Uniforms will be replaced on a new for old basis.

40.5 All tools that employees are required to use in the course of their work shall be provided by the Employer.

#### **41. First Aid**

41.1 First Aid

In each place where employees are regularly employed the Employer shall provide and continuously maintain at a place or places reasonably accessible to all employees, a first-aid outfit, consistent with the requirements of the OHS code of conduct in the relevant state.

41.2 An employee, on being requested by the Employer to obtain First Aid Attendant qualifications (St. John's Ambulance Standard or equivalent), shall, on attaining such qualification, be reimbursed by the Employer for the costs of approved books/manuals and other approved out of pocket expenses associated with attending the first aid course.

#### **42. Amenities**

42.1 Personal Effects

Reasonable compensation shall be made where, in the course of the work, spectacles or hearing aids are damaged or destroyed. Provided, that this clause shall not apply when an employee is entitled to Worker's Compensation in respect of the damage.

42.2 Washing facilities

42.2.1 The Employer shall provide and maintain adequate washing facilities and where necessary and practicable, hot water shall be supplied.

42.2.2 Wash basins with adequate supply of hot and cold water.

42.3 The Employer shall provide boiling water for the use of employees at meal times.

42.4 Lockers

The Employer shall provide a suitable locker which, where practicable, shall be full length for each employee.

42.5 Seating accommodation

The Employer shall provide employees with suitable seating accommodation at their place of work where it is practicable to do so.

## **PART 11 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

### **43. Freedom of Association**

43.1 Consistent with the provisions of the *Industrial Relations Act 1996*, the employer recognises and supports the rights of employees covered by this agreement to:

Join the Union

Exercise all rights pertaining to their membership

43.2 The employer agrees to take all reasonable steps to assist and encourage employees to exercise these rights. In particular:

New employees will be advised that the employer supports the Unions' presence in the workplace, are provided with a union enrolment card and introduced to the Union workplace delegate upon commencing work;

Employees who join the Union will be entitled to have their membership fees deducted from their pay and forwarded to the Union by the employer.

### **44. Agreement to Be Exhibited**

A copy of the agreement shall be provided to all new employees covered by this agreement displayed by the Employer on the business premises in such a place where it may be conveniently and readily seen by employees.

### **45. Right of Entry**

45.1 A duly accredited representative of the Union shall have the right to enter the Employers' establishment to inspect records and during the mid-day meal hour for the purposes of interviewing employees on legitimate Union business on the following conditions:

45.1.1 Prior arrangements have been made with a representative of the Management in order to obtain admittance to the facility concerned.

45.1.2 That interviews with employees shall be in mess or dressing rooms or another appropriate place during crib or meal periods.

- 45.1.3 Upon conclusion of business the visiting Union official shall immediately leave the premises.
- 45.1.4 That a visiting Union official shall not hinder or obstruct employee in the performance of their activities.
- 45.1.5 That employees for whom mess rooms are provided must not be prevented from entering, using or removing in the mess rooms during meal or crib times.

#### **46. Employee Representative**

##### 46.1.1 Delegates

The employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.

##### 46.1.2 Delegates on-site business

Delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct on-site business including recruitment with workers.

##### 46.1.3 Delegates off-site business

In addition, delegates will be allowed reasonable time off the site on Union business without loss of ordinary pay, by prior agreement with the employer. This agreement will not be unreasonably withheld.

##### 46.1.4 Union membership

The Union will be given reasonable opportunity to recruit new workers as members. Accordingly, adequate time will be allowed for the delegates to discuss Union matters with new workers as soon as practicable.

#### **48. Salary Deductions**

- 48.1 Upon written authorisation by an individual employee, the Employer will make payment deductions from the wages of the employee and forward such deductions in accordance with the written authorisation.

#### **49. Notice Board**

- 49.1 The Employer shall permit a notice board of reasonable dimensions to be elected in a prominent position at the establishment so that it will be reasonably accessible to all employees working under the agreement. Accredited Union representatives shall be permitted to put on the notice board formal Union notices signed or countersigned by the representative posting it. Any Union notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the Employer.

#### **50. Time and Wages**

- 50.1 The Employer shall keep time and wages records showing the name of each employee, the hours worked each day, and the wages and overtime paid each week. The time and wages record shall be open for inspection to the said accredited representative during the usual office hours, at the Employer's office, or other convenient place. Only one demand for such inspection shall be made unless the Secretary of the Union suspects that a breach of this agreement has been committed.

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PARTIES BOUND

Signed for and on behalf of 1<sup>st</sup> Fleet Pty Ltd

NAME Paulo Malley

SIGNATURE \_\_\_\_\_

DATE 27 / 04 / 04

PARTIES BOUND

Signed for and on behalf of the National  
Union of Workers

NAME Derrick Belan

SIGNATURE \_\_\_\_\_

DATE 03 / 02 / 04