

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/135

**TITLE: Queensland Properties Investments Pty Limited
Minchinbury D.C. Enterprise Agreement, 2004**

I.R.C. NO: IRC5/65

DATE APPROVED/COMMENCEMENT: 20 January 2005 / 4 April 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/239.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all storepersons employees employed by Queensland Properties Investments Pty Ltd at its distribution centre located at 69 Sargents Rd, Minchinbury in the State of New South Wales who fall within the coverage of the Storemen and Packers, General (State) Award.

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

QUEENSLAND PROPERTIES INVESTMENTS PTY LIMITED MINCHINBURY D.C. ENTERPRISE AGREEMENT 2004

Arrangement

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MONETARY RATES

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PART A

1. Basic Wage

This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage may be varied by the Commission under subsection (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this Agreement to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

2. Parties

The parties to this Agreement are -

Queensland Properties Investments Pty Limited, National Union of Workers NSW Branch; and

Storepersons employed by Queensland Properties Investments Pty Limited at its Distribution Centre located at 69 Sargents Road, Minchinbury in the State of New South Wales.

3. Area, Incidence and Duration

3.1 This Agreement regulates, in whole and exclusively, the conditions of employment of all storepersons employed by Queensland Properties Investments Pty Limited at its warehouse situated at 69 Sargents Road, Minchinbury, NSW -

The Agreement is in full settlement of all rights between the parties and all pre-existing disputes are subsumed within it.

The Agreement takes effect from the beginning of the first pay period to commence on or after 4 April 2004 and shall remain in force thereafter for a period of 36 months.

4. Definitions

- 4.1 "Full-Time Employee" - An employee who works on a regular roster totalling 40 hours per week.
- 4.2 "Part-Time Employee" - An employee who works on a regular roster, a minimum of 20 hours and a maximum of 36 hours per week.
- 4.3 "Casual Employee" - An employee who works on an on-call basis.
- 4.4 "Fixed Term" - An employee engaged as either a full-time or part-time employee for a specific period in replacement of an employee on authorised leave. A fixed term employee shall be advised in writing upon commencement, of the date of termination of such employment.
- 4.5 "Day Worker" - An employee who commences and completes a rostered shift between the hours of 5.00 a.m. and 6.00 p.m., Monday to Sunday, inclusive.
- 4.6 "Shift Worker" - An employee who commences a rostered shift before 5.00 a.m. or completes a rostered shift later than 6.00 p.m., Monday to Sunday, inclusive.
- 4.7 "Afternoon Shift" - means a shift finishing during the period after 6.00 p.m. and at or before 1.00a.m.
- 4.8 "Night Shift" - means a shift finishing during the period after 1.00 a.m. or before 8.00 a.m.
- 4.9 "Early Morning Shift" - means a shift commencing during the period between 3:00am and 5:00am.
- 4.10 "Level 6 Probationary Employee" - A new employee who is serving a probationary period of 3 months. During this time they will be supervised and trained in the duties required in a mechanised warehouse. If they complete their training successfully they will be promoted to a Level 5 Mechanised Warehouse Operator.
- 4.11 "Level 5 Mechanised Warehouse Operator" - A trained employee who has the skills to operate material handling machinery and carry out the duties required to ensure the smooth flow of product and goods

through the warehouse. These duties will include but shall not be limited to cleaning, loading, transporting, selecting, assembling, packing, replenishing and unloading of goods. The use of computer technology will be required.

- 4.12 "Level 4 Equipment Operator" - An employee who has all the skills of a Level 5 Mechanised Warehouse Operator who is principally engaged in the operation of materials handling equipment including but not limited to forklift operations requiring licensing under the relevant WorkCover regulations.
- 4.13 "Level 3 Acceptance and Shipping Operator" - An employee who:
- (a) is trained and skilled in all the duties of a Level 5 or Level 4 Operator and is trained to facilitate the acceptance (checkers) and despatch (despatch assistants) of goods at the warehouse.;
 - (b) operate and control high speed storage and retrieval systems (no read operators).
- 4.14 "Level 2 Leading Hand " - An employee appointed by the employer who -
- (a) is trained and skilled in all duties of a Level 5 or Level 4 or Level 3 Operator;
 - (b) utilises Radio Frequency (RF) and computer terminals to control staff and move product;
 - (c) is responsible for the smooth throughput of product and resources in their area of responsibility.
 - (d) may authorise transactions within a delegated scope on behalf of the Company.
 - (e) works principally with minimal supervision and may be responsible for the quality of work of other storepersons.
- 4.15 "Level 1 Section Leader/Ace X Operator" - An employee appointed by the employer who -
- (a) is trained and skilled in all duties of a Level 2 Leading Hand, Level 3 Acceptance and Shipping Operator, Level 4 Equipment Operator (if licensed) or Level 5 Mechanised Warehouse Operator;
 - (b) shall assist the employer in the good order of work flow in an operating area by attending to all those duties and responsibilities from time to time specified by the employer, including but not limited to:
 - I. receiving instructions and allocating the work flow to employees;
 - II. determining shortages in labour, or material or equipment failures, and bringing any deficiencies to the employer for consideration.
- 4.16 "A Week" - For all purposes of this Agreement, a week shall be an average of 40 hours, Monday to Sunday, inclusive.
- 4.17 "Work Roster" - A schedule indicating the days and hours an employee is to report for duty to complete a four week work cycle.
- 4.18 "Rostered Shift" - A shift forming part of the work roster where an employee is required to report for duty.

5. Hours of Work

- 5.1 Ordinary Hours - Full-time Employees - Full-time employees' ordinary hours shall be ten hours per day. The number of shifts per week will not exceed four, Monday to Sunday, inclusive. The shifts shall be worked consecutively unless by mutual agreement.

- 5.2 Ordinary Hours - Part-time Employees - Part-time employees' ordinary hours shall not be less than four hours per day or more than ten hours per day. The number of shifts per week will not exceed five, Monday to Sunday, inclusive.
- 5.3 Casuals - A casual employee will be employed to work a minimum of four hours and a maximum of ten hours in each working shift. Shifts shall be so arranged that employees have at least ten consecutive hours off duty between work on successive shifts.
- 5.4 Day Worker - A day workers' ordinary hours are exclusive of meal breaks.
- 5.5 Shift Worker - A shift worker's ordinary hours are inclusive of meal breaks.
- 5.6 Commencing and Ceasing Time - The time of commencing and ceasing shift having been determined may be varied by mutual agreement or in the absence of agreement by seven days' notice of the alteration given by the Company to the employee.
- 5.7 Saturday, Sunday and Public Holidays Work - Saturday, Sunday and Public Holidays shall form part of an employees work roster.
- 5.8 Saturday Allowance - A day worker whilst working Saturday as part of their work roster shall be paid an allowance of 60 per cent in addition to the ordinary rate provided for in clause 7, Wages.
- 5.9 Sunday Allowance - A day worker whilst working Sunday as part of their work roster shall be paid an allowance of 100 per cent in addition to the ordinary rate provided for in clause 7, Wages.
- 5.10 Public Holiday Allowance - A day worker whilst working a public holiday as part of their work roster shall be paid an allowance of 200 per cent in addition to the ordinary rate provided for in clause 7, Wages.
- 5.11 Exceptions - The allowances provided for in sub-clauses 5.8, 5.9 and 5.10 of this clause shall not apply to any employee while absent on accrued sick leave.

6. Shift Work

- 6.1 A shift worker while on afternoon shift shall be paid a shift allowance of 17.5 per cent in addition to the ordinary rate provided for in clause 7, Wages.
- 6.2 A shift worker while on night shift shall be paid a shift allowance of 27.5 per cent in addition to the ordinary rate provided for in clause 7, Wages.
- 6.3 A shift worker while on early morning shift shall be paid a shift allowance of 12.5 per cent in addition to the ordinary rate provided for in clause 7, Wages.
- 6.4 A shift worker working on a Saturday early morning, afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 60 per cent in addition to the shift allowances in subclauses 6.1, 6.2 and 6.3 of this clause.
- 6.5 A shift worker working on a Sunday early morning, afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 100 per cent which substitutes for the shift allowances in Clauses 6.1., 6.2. and 6.3.
- 6.6 A shift worker whilst working a public holiday early morning, afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 200 per cent which substitutes for the shift allowances in Clauses 6.1, 6.2 and 6.3.
- 6.7 Where shifts commence between 11:00 pm and midnight the time so worked before midnight shall not entitle the employee to any allowances applicable to that day, provided that the time worked between 11:00 pm and midnight is applied to any allowance applicable to the day in which the majority of the

shift is worked. Where shifts fall partly on two days, the day the major portion of the shift falls on shall be regarded as that day.

- 6.8 Shift allowances provided in subclauses 6.4, 6.5 and 6.6 of this clause shall not apply to any employee while absent on accrued sick leave. All other shift allowances prescribed by this clause shall apply to any employee absent on accrued sick leave.
- 6.9 Shift allowances shall be payable for absence on annual leave in accordance with clause 16, Annual Leave.

7. Wages

The wages payable from the beginning of the first pay period to commence on or after the 4th of April 2004 and thereafter are set out in Table 1 - Wages, of Part B, Monetary Rates.

The wages prescribed herein include a consideration for dress and uniform. These wages will be referred to as the ordinary rates.

8. Payment of Wages

- 8.1 Wages will be paid weekly on a day not later than Thursday of each week, for the pay week finishing the previous Sunday.
- 8.2 Payment for all employees shall be via electronic funds transfer to an acceptable financial institution.
- 8.3 Employees shall advise of a financial institution and account number at the time of employment and may nominate a second account for a standard deduction.
- 8.4 Government charges associated with the deposit and one withdrawal by electronic funds transfer shall be paid by the employer.
- 8.5 Where employment is terminated, an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other monies due within seven days of the date of the termination of employment.
- 8.6 The employer has the right to introduce a Fortnightly Pay Cycle to replace the conditions of 8.1 during the life of the agreement. The introduction will be on the basis that no employee would be financially disadvantaged at the time of the transition. Transitional arrangements are to be agreed prior to the introduction of the new pay cycle at 8.1

9. Casual Employees

- 9.1 A casual employee may be employed for not less than four hours each start and not more than ten hours at the ordinary hourly rate which is equivalent to one fortieth of the ordinary weekly rate plus 15 per cent casual loading.
- 9.2 Casual employees shall be paid in accordance with the provisions of the Agreement with respect to shift allowances, weekend allowances and public holiday allowances in addition to the 15 per cent casual loading.
- 9.3 In accordance with the Annual Holidays Act 1944, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.

10. Part Time Employees

- 10.1 Part-time employees shall be paid an ordinary hourly rate which is equivalent to one fortieth of the ordinary weekly rate. The provisions of this Agreement with respect to sick leave, annual leave, bereavement leave and holidays shall apply on a pro rata basis.

- 10.2 A part-time employee may be offered on a voluntary basis extra hours which are in addition to the employee's rostered hours. Provided that such additional hours shall be offered:
- i. in conjunction with an existing shift or on a non-rostered day and not in excess of daily or weekly maximum hours elsewhere provided in this Agreement without the payment of overtime.
 - ii. in accordance with the relevant rostering principles.
- 10.3 The provisions of this Agreement with respect to shift allowances, weekend allowances, public holiday allowances and overtime shall apply as for full-time employees.

11. Mixed Functions

- 11.1 An employee employed for five hours or more per day or 20 hours or more per week for work other than that on which the employee regularly is employed and for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the whole day or the whole week, as the case may be, whilst so employed. If employed for less than five hours on any day the employee shall receive such higher rate of pay whilst so employed.
- 11.2 No employee shall suffer any reduction in wages if temporarily employed on work other than that on which the employee regularly is employed and for which a lower rate of pay is provided for herein.

12. Overtime

- 12.1 With the exception of work performed pursuant to clause 10.2 (Part-time Employees) overtime shall mean all overtime worked before the fixed starting time or after the fixed ceasing time, or in excess of an average 40 hours per week. Overtime shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter, except in the circumstances where Overtime is worked before or after a 10 hour rostered shift. In this circumstance the payment will be double time for all overtime worked.
- 12.2 Overtime on a Sunday shall be paid for at the rate of double time and a half with a minimum payment of four hours, for those workers not working as part of their normal rostered shift.
- 12.3 Overtime on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter with a minimum payment of four hours, for those workers not working as part of their normal rostered shift.
- 12.4 Overtime on a public holiday shall be paid for at the rate of double time with a minimum payment of four hours, for those workers not working as part of their normal rostered shift.
- 12.5 The company may require employees to work reasonable overtime to meet the needs of the business.
- 12.6 When overtime is worked it shall, wherever reasonably practicable, be so arranged that employees have a least ten consecutive hours off duty between work on successive days.

An employee (other than a casual employee) who works so much overtime between the termination of ordinary hours on one day and the commencement of ordinary work on the next day that the employee has not had a least ten consecutive hours off duty between those times, shall be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at overtime rates until released from duty for such period.

This subclause shall not apply in respect to overtime worked on days when the employee is not rostered to work.

13. Meal and Rest Breaks

- 13.1 Meal Break - All employees working in excess of five hours shall be allowed a 30 minute period for a meal break. The meal break will be an unpaid break for day workers and will be a paid break for shift workers. Break times maybe changed in line with operational requirements.
- 13.2 Rest Break - Employees working six hours will be allowed a ten minute paid rest break at a time set by the employer in addition to a meal break. Employees entitled to a meal break working less than six hours will be allowed a meal break only. Employees working a 10 hour shift will be allowed a second ten minute rest break at a time set by the employer.
- 13.3 An employee working overtime before the fixed starting time or after the fixed ceasing time shall be allowed a paid meal break of 20 minutes after each five hours of overtime worked.
- 13.4 Should overtime continue in excess of five hours a paid meal break of 20 minutes shall be allowed for each subsequent completed five hours worked, the said five hours to be calculated from the time of each recommencement of work.
- 13.5 An employee required to work six hours or more overtime on a rostered day off or a non-rostered public holiday may be allowed the usual week day meal break and, in that case, the provisions of subclauses 13.3 and 13.4 of this clause do not apply.
- 13.6 Provided that the employer and employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.
- 13.7 The rest breaks and meal breaks are inclusive of wash up time with no wash up time permitted at the end of each shift.

14. Meal Allowance

- 14.1 An employee who works overtime, without the employee being notified the day prior of the requirement to work overtime, for more than one and a half hours after the fixed ceasing time of their regular rostered shift shall be paid for such day a meal allowance of an amount as set out in item 4 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates. Such payment shall be paid by EFT and be included in the payment of weekly wages, as an after tax payment. This allowance will be indexed with future wage increases.
- 14.2 Should an employee undertake to work overtime nominated by the Company, then fail to work the full period of overtime, they shall forfeit the right to payment for the meal allowance.

15. Holidays

- 15.1 All statutory or gazetted public holidays observed generally throughout the state of New South Wales being New Year's Day, Australia Day, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight - hour Day, Boxing Day and an agreed Picnic Day being 30th of August, shall be worked if they form part of an employee's normal working roster.
 - 15.1.1 Employees working 16 starts in a 4 week cycle will be entitled to a Day in Lieu of any Public Holiday that falls on a non-rostered working day. The arrangements for granting of such days in lieu are outlined in Appendix 1.
- 15.2 The statutory or gazetted public holidays of Christmas Day and Good Friday, will be observed as public holidays.
- 15.3 If employees are rostered to work on a public holiday, seven days' notice will be provided if the Company does not require the employee to work. Notwithstanding the giving of such notice, employees rostered to work on a public holiday shall be paid their ordinary rate of pay for that day.

- 15.4 Employees working on public holidays as part of their normal work roster, other than Good Friday and Christmas, shall be paid 200 per cent for hours worked in addition to the ordinary hourly rate with a minimum of four hours, unless the employee's rostered shift is less than six hours. This rate shall substitute for any shift or weekend allowances.
- 15.5 Employees working on Christmas Day or Good Friday shall be paid 300 per cent for hours worked in addition to the ordinary hourly rate with a minimum of four hours, unless the employee's rostered shift is less than six hours. This rate shall substitute for any shift or weekend allowances.
- 15.6 An employee absent without leave on the day before or the day after any holiday shall forfeit payment for such holiday, except where the employer is satisfied by a medical certificate that the employee's absence was caused by illness, provided an employee absent on one day only either before or after a group of holidays shall forfeit wages for only one holiday.
- 15.7 The Picnic Day is not to be considered a closed day for the industry. Full-time employees who are employed as at 30 August may elect to:
- (a) receive one extra day's pay; or
 - (b) have one day added to annual leave;
 - (c) take an alternative day in lieu.
- 15.8 Part-time employees will be paid for the Picnic Day on a pro rata basis.

16. Annual Leave

- 16.1 See *Annual Holidays Act 1944*.
- 16.2 An employee at the time of commencing annual leave, in accordance with the said Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable of 25 per cent, calculated on the ordinary weekly time rate of pay and shall include any shift allowances but shall not include commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Agreement.
- 16.3 The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee is outstanding at the time of termination.
- 16.4 The provisions of subclause 16.3 of this clause shall not apply where an employee is dismissed for misconduct nor shall it apply to pro rata holiday pay paid on termination of employment.

17. Long Service Leave

- 17.1 See *Long Service Leave Act 1955*.

18. Sick Leave

- 18.1 An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers' Compensation Act 1987, not due to their own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendances. Provided that once an employee has had three months' continuous service with an employer, they shall be paid for the time of such non-attendance during the first 3 months. Provided however, that they shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- 18.2 The employee shall, prior to the commencement of any absence or as soon as possible, inform the employer of their inability to attend for duty, and, as far as possible, state the nature of injury or illness and the estimated duration of the incapacity.

- 18.3 The employee shall not be entitled to payment unless the employee provides proof, satisfactory to the Company, that the employee was unable on account of such illness to attend for duty on the day or days for which payment under this clause is claimed.
- 18.4 The employee shall not be entitled to sick leave in excess of the following:
- | | |
|---|----------|
| In the first year | 40 hours |
| In the second year and successive years | 80 hours |
- The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in a subsequent year of employment.
- 18.5 An employee who is absent without leave on a working day, before or after any period during which the employee is not rostered to work, shall be liable to forfeit wages for the working day except where the employee produces medical evidence that is satisfactory to the employer, to the extent that his/her absence was caused through personal illness or injury.
- 18.6 No employee shall be retired on the grounds of ill health until their accumulated sick leave credits have been exhausted or unless the cash value of the accumulated sick leave credit has been paid to the employee on termination of employment.
- 18.7 Entitlements within this clause do not extend to an employee when they are not rostered to work.
- 18.8 In the case of an employee who claims to be paid sick leave, in accordance with this clause, for an absence of one day only, such employee if in the year he/she has already been allowed paid sick leave for two separate single days, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's right under sub-clause 18.3 of this clause.
- 18.9 All other sick leave shall be subject to proof as provided in subclause 18.3 of this clause.
- 18.10 All employees shall when returning to work after an absence, report to their respective Supervisor and where necessary inform the Supervisor of the reason for the absence.
- 18.11 Provided that where a Company has reasonable proof to suspect that an employee has abused their entitlements under this subclause the Company and the Union shall investigate and discuss the matter.

19. Bereavement Leave

- 19.1 An employee on the death of a wife, husband, father, mother, brother, sister, child, stepchild, mother-in-law, father-in-law, foster parent, grandparent or grandchild will be entitled on notice to leave including the day of the funeral of such relation, and such leave shall be without deduction of pay including weekend allowances for a period not exceeding the number of hours worked by the employee in three ordinary days work. In the case of attendance at a funeral of such relation outside Australia, such leave shall be without deduction of pay including weekend allowances for a period not exceeding the number of hours worked by the employee in a normal week. Proof of such death shall be furnished by the employee to the satisfaction of the Company if so requested, together with proof of attendance in the case of a funeral outside Australia.
- 19.2 Where the death of a relative named herein occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to one day only, unless the employee can demonstrate to the Company that additional time up to a period of three days was justified.
- 19.3 Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

19.4 For the purpose of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

19.5 Entitlements under this clause do not extend to an employee on their rostered day off.

20. Personal/Carers Leave

20.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 18, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including and adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (e) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

20.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 20.1 who is ill.

20.3 Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

20.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

20.5 Time Off in Lieu of Ordinary Time

- (a) An employee may elect, with the consent of the employer, to work additional ordinary time and take the additional ordinary time off at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work additional shift time and take the additional shift time off at a later time, at the shift work rate which would have been applicable to the hours taken off.

21. Workers' Compensation

- 21.1 See *Workplace Injury Management and Workers' Compensation Act 1998*

22. Parental Leave

- 22.1 See Parental Leave Provisions of the *Industrial Relations Act 1996*

23. Jury Service

- 23.1 An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's ordinary rate of pay as if working.
- 23.2 An employee shall be required to produce to the Company proof of any jury service fees received, proof of their requirement to attend for jury service and proof of attendance on jury service and shall give the

Company notice of such requirements as soon as practicable after receiving notification requiring their attendance for jury service.

- 23.3 Entitlements under this clause do not apply to an employee on a day on which they are not rostered to work.24.

24. Fare and Travelling Time

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

25. Terms of Engagement

- 25.1 Employment shall be on a weekly basis except casuals who shall be on an hourly basis.
- 25.2 Employment of full-time, part-time and casual employees during the first three months of service shall be probationary and from day to day at the pro-rata weekly rate, terminable by a day's notice on either side but the Company shall indicate clearly to an employee at the time of engagement whether the employee is being engaged as a casual employee, a full-time or a part-time employee.
- 25.3 Subject to subclause 24.5 employment after the first three months shall be terminable upon the giving of one weeks notice or payment in lieu thereof.
- 25.4 Formal Counselling Procedure - Employees other than probationary employees will be subject to a formal counselling procedure before termination can take place.

The procedure being:

- (a) First Counselling - explaining reasons with a fellow employee as a witness present if so requested by the employee.
 - (b) Second Counselling - explaining reasons with a fellow employee as a witness present if so requested by the employee.
 - (c) Dismissal - explaining reasons with a fellow employee as a witness present if so requested by the employee.
 - (d) Written details will be kept of all meetings.
- 25.5 In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.

26. Superannuation

- 26.1 See the Storemen and Packers - Grocery and Variety Warehouse (State) Superannuation Award, published 22 February 1991 (261 I.G. 426).

27. First-Aid

- 27.1 See Occupational Health and Safety Act 1983.
- 27.2 A qualified first-aid attendant who is appointed to carry out the duties of a qualified first aid attendant shall be paid per week an amount as set in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the appropriate rate. This allowance will be indexed with future wage increases.
- 27.3 When a relief qualified first aid attendant is required to be appointed under the Act they shall be paid the said additional allowance while engaged on such relief on a pro rata basis.

28. Dirty Work

- 28.1 An employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock within the recognised central damaged stock area or engaged in the cleaning of toilets shall be paid per hour for each hour so employed a dirty work allowance of an amount as set out in Item 6 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 28.2 This special rate is a flat payment and shall not be taken into account when calculating any other payments to which the employee may be entitled.
- 28.3 This special rate will be indexed with future wage increases.

29. Attendance at Repatriation Centres

- 29.1 Employees being ex-service personnel, shall be allowed as time worked, lost time incurred while attending repatriation centres for medical examination and/or treatment; provided that:
- (a) such lost time does not exceed four hours on each occasion;
 - (b) payment shall be limited to the difference between ordinary wage rates for time lost and any
 - (c) payment received from the Repatriation Department as a result of each such visit;
 - (d) the employee produces satisfactory evidence to the Company that the employee is so required to and subsequently does attend a repatriation centre.
- 29.2 Entitlements under this clause do not extend to an employee when they are not rostered to work.

30. General Conditions

- 30.1 Each employee on the termination of engagement, shall on request, be given a statement, in writing, stating the position held by the employee and length of service.
- 30.2 Employees shall be provided with reasonable dining accommodation, locker change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- 30.3 Adequate waterproof clothing shall be supplied to all employees working in the rain.

31. Settlement of Disputes

- 31.1 Any dispute arising out of employment shall be referred by the union delegate to the Companies' Representatives appointed for this purpose.
- 31.2 All efforts shall be made by the Company and the union delegate to settle the matter. Failing resolution of the dispute the union delegate shall refer the dispute to the union organiser, who will take the matter up with the employer.
- 31.3 All efforts shall be made by the union organiser and the employer to resolve the matter. Failing settlement, the union organiser will refer the matter to the State Secretary of the union who will take the matter up with the employer.
- 31.4 During the discussions, the status quo shall remain and work shall proceed normally.
- "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 31.5 At any time either party shall have the right to notify the dispute to the Industrial Registrar.

32. No Extra Claims

32.1 It is a term of this Agreement that both parties undertake for the duration of the Agreement not to pursue any extra claims unless in accordance with the State Wage Case. Both parties recognise that the wages as expressed incorporate payments due under the Minimum Rates Principle.

33. Flexibility

33.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

33.2 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

33.3 Employees shall not impose any restrictions or limitations on a reasonable review of work methods. All reviews carried out by the employer will take into account the potential impact on occupational health and safety.

34. Redundancy

34.1 The company and the union agree that leave is reserved for the parties to reach agreement in relation to a redundancy package during the nominal term of this agreement.

35. Union Delegates

35.1 Where an employee is elected as a union delegate by their fellow employees and the union notifies the employer, the union delegate shall be allowed by the employer such time as is necessary to interview the employer or its representatives on matters affecting the employees represented

35.2 Union Delegates elected in accordance with Clause 35.1, will be able to attend approved union training courses aimed at improving their role as a site/shift delegates. The number of days will be 10 (collectively) per Distribution Centre per year.

PART B

MONETARY RATES

Adult Basic Wage - \$121.40 per week

Table 1 - Wages

Classification	1st Pay period after date of approval of Agreement by IRC	12 Months after making of Agreement	24 Months after making of Agreement
Level 6 Probationary Employee	\$711.08	\$749.63	\$790.12
Level 5 Mechanised Warehouse Operator	\$771.08	\$809.63	\$850.12
Level 4 Equipment Operator	\$789.12	\$828.58	\$870.00
Level 3 Acceptance and Shipping Operator	\$817.44	\$858.31	\$901.23
Level 2 Leading Hand	\$853.58	\$896.26	\$941.07
Level 1 Section Leader	\$883.29	\$927.45	\$973.83

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
4	14.1	Meal Allowance	Rate at commencement per Clause 7 \$10.00
5	26.2	First-aid Allowance	Rate at commencement per Clause 7 \$14.70
6	27.1	Dirty Work Allowance	Rate at commencement per Clause 7 \$0.34 per hour

APPENDIX 1

Public Holiday in Lieu Arrangements

If an employee works a 16 start roster within a 4 week roster cycle and a public holiday falls on a day they are not rostered to work, then the employee may be granted a day in lieu of the public holiday in accordance with the arrangements outlined below:

1. Public Holiday notices are to be displayed on the notice board indicating the day that is gazetted as the day to be recognised as the public holiday.
2. Employees may elect in advance of the public holiday occurring to be paid for the day in lieu instead of accumulating the day. This election will be on the standard form provided for this purpose.
3. If no election to receive payment is made by the date of the public holiday, the day is automatically accumulated. Once accumulated the day cannot be paid.
4. Except in circumstances provided in point 5 below, Accumulated Public Holidays in Lieu are to be taken at a mutually agreed time prior to 4 April of each year.
5. Each January the balance of each employees days in lieu will be reviewed and the employee will be directed to take any outstanding days in lieu at a time identified by the employer.
6. All days in lieu will be at ordinary (base) hourly rates. They are not inclusive of any penalties allowances or loadings.
7. Entitlements for public holidays that fall on an employees rostered day are prescribed at clause 15 of this agreement.
8. These arrangement will be reviewed and amended as is necessary for the effective operation of the distribution centre on a annual basis.

For and on behalf of _____)
SIGNATURE: _____

QUEENSLAND PROPERTIES)
INVESTMENTS PTY LIMITED)
NAME _____

ACN 009 661 027)

Witness

SIGNATURE _____

NAME _____

DATE 17.11.04

For and on behalf of _____)
The National Union of Workers, New South Wales Branch)

NUW

Witness

SIGNATURE _____

SIGNATURE _____

NAME _____

NAME _____

DATE 22.11.04