

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/178

**TITLE: Youngdown Pty Ltd, trading as Go-Lo Distribution Centre  
Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/2451

**DATE APPROVED/COMMENCEMENT:** 20 May 2005 / 20 May 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/278.

**GAZETTAL REFERENCE:** 29 July 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Youngdown Pty Ltd trading as Go-Lo at the Go-Lo distribution site, to cover the Go-Lo Distribution Centre, who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** Youngdown Pty Ltd t/as Go-Lo -&- the National Union of Workers, New South Wales Branch

# YOUNGDOWN PTY LTD TRADING AS GO-LO DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2005

## Table of contents

### 1. Introduction

- 1.1 Title / Status
- 1.2 Parties
- 1.3 Duration
- 1.4 Intention
- 1.5 Agreement to be registered

### 2. Definitions

- 2.1 Fulltime employee
- 2.2 Part time employee
- 2.3 Casual employee
- 2.4 Probationary employee

### 3. Classifications

- 3.1 Grade 1: Team Member
- 3.2 Grade 2: Advanced Team member
- 3.3 Grade 3: Leading Hand
- 3.4 Grade 4: Section Head

## 4. THE WORK ENVIRONMENT

- 4.1 Occupational Health and Safety
- 4.2 Equal Opportunity employer
- 4.3 Performance Management
- 4.4 Promotion
- 4.5 Job rotation
- 4.6 Flexibility to Work
- 4.7 Dispute resolution

### 5. Leave

- 5.1 Annual Leave
- 5.2 Sick Leave
- 5.3 Carer's Leave
- 5.4 Unpaid Leave for family purpose
- 5.5 Long Service leave
- 5.6 Maternity /Parental & Adoption Leave
- 5.7 Bereavement Leave
- 5.8 Leave without pay
- 5.9 Jury Service
- 5.10 Holidays and Sunday Rates of pay

### 6. Hours of Work

- 6.1 Ordinary hours of work
- 6.2 Shifts
- 6.3 Overtime
- 6.4 Saturday work
- 6.5 Sunday work

## **7. General Matters**

- 7.1 Meal Breaks
- 7.2 Rest Periods
- 7.3 Meal Allowance
- 7.4 Uniform allowance
- 7.5 Overtime rest period
- 7.6 First Aid/OHS Committee
- 7.7 Mixed Functions
- 7.8 Redundancy
- 7.9 Union Delegate
- 7.10 Union Membership
- 7.11 Superannuation
- 7.12 Disciplinary procedure
- 7.13 Instant Dismissal
- 7.14 Termination of Employment
- 7.15 Ceasing Employment with Go-Lo

## **8. Wages**

- 8.1 Payment of Wages
- 8.2 Travel and Fares
- 8.3 Wage rates
- 8.4 Rates and Allowances

## **1. Introduction**

### **1.2 Title / Status**

This Agreement will be known as the Youngdown Pty Ltd, trading as Go-Lo Distribution Centre Enterprise Agreement 2005, hereinafter called the agreement and shall determine the terms and conditions of employment at the Go-Lo Ingleburn Distribution Centre, at 5 Inglis Road, Ingleburn, NSW 2656, hereinafter called the "Ingleburn site".

### **1.3 Parties**

This agreement is between

Youngdown Pty Ltd, trading as Go-Lo, hereinafter referred to as the employer, the National Union of Workers, NSW branch, hereinafter called the "union", and the Ingleburn distribution site employees, hereinafter called the "employees".

### **1.4 Duration**

This Agreement will be effective from the date that it is approved by the New South Wales Industrial Relations Commission and will have a nominal life of three years.

Negotiations for a replacement Agreement shall commence within three months of the nominal ending date of this Agreement with the objective of finalising the agreement.

This Agreements takes precedent over any award, however where this agreement is silent, the Storemen & Packers, General (state) award will apply.

### **1.5 Intention**

The intention of this agreement is to improve working conditions in line with operational gains that the company can make.

1.6 Agreement to be registered

The agreement shall be registered in the Industrial relations commission of NSW as an Enterprise Agreement between Youngdown Pty Ltd, trading as Go-Lo, all employees at the Go-Lo distribution site and the National Union of Workers, NSW branch, to cover the Go-Lo distribution Centre.

**2. Definitions**

- 2.1 A "Full time employee" are those employees engaged to work on a regular roster totalling 38 hours per week.
- 2.2 A "Part time employee" will be advised of their core hours on employment.
- 2.2.1 Those hours shall be a minimum of 12 hours and a maximum of 32 hours per weekly cycle.
- 2.2.2 Where necessary Go-Lo retains the right to reduce a part time employees core hours down to the minimum of 12 hours.
- 2.3 A "Casual employee" is an employee who is engaged on an hourly basis, and may be employed for up to 38 ordinary hours in any one week. They will be engaged for a minimum of 4 hours at any one time. Their rate of pay is calculated by adding 15% to the relevant ordinary rate of pay. (in addition as stipulated in the Annual Holidays Act 1944, an additional amount equal to 1/12 of their ordinary-time earnings in lieu of annual leave will be paid)
- 2.4 "Probationary employees" are all (including casuals) employees with less than 3 months service with Go-Lo.

**3. Classifications**

All employees covered by this award shall be classified as follows:

3.1 Grade 1: Team Member

Is responsible for the quality of their own work (subject to direction.)

Works in a team environment and/or under routine supervision.

Complies with Occupational Health and Safety Policies and procedures.

Possesses good interpersonal and communication skills.

Indicative of the tasks which an employee at this level may be required to perform include the following:

General labouring and cleaning duties

Order assembling, including picking stock

Loading / unloading

Receiving, checking, dispatching and sorting of products

Operating RF gun

Documenting and recording of goods, materials and components.

Stocktaking

Use of hand trolleys and pallet trucks

For training purposes, may be required to use, material handling equipment with no license.

### 3.2 Grade 2: Advanced Team Member

All tasks in grade 1 and

Multi-skilled in a number of different areas of the Warehouse.

Works under general supervision

May be required to assist in the development of Grade 1

Licensed and/or certified to operate all appropriate materials handling equipment e.g. forklift, mobile crane, carousel etc.

May be required to perform the following tasks / duties:

Routine maintenance of equipment & machinery

Intermediate computer skills to carry out stores work

### 3.3 GRADE 3: LEADING HAND

For the purpose of this agreement, a grade 3 Leading hand shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee as this level performs work to the level of their training and:

Has completed and is competent in all lower grades

Follows complex instructions and procedures

Has sound working knowledge of all stores duties performed at levels below this grade

Possesses a sound level of interpersonal and communication skills

Co-ordinates work in a team and works under general supervision

Ensures team members are meeting Occupational Health and Safety standards

Has competent working knowledge of computer system

Relieves for Section Head when Section head is away

### 3.4 GRADE 4: SECTION HEAD

For the purpose of this agreement, a grade 4 Section Head shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee as this level performs work to the level of their training and:

Has completed and is competent in all lower grades

Implement quality control techniques within their section

Utilise highly developed level of interpersonal and communication skills

Assists with on the job training in their Sections

Performs multiple warehouse duties

Responsible for ensuring leading hands and team member's carry out and completes the necessary work/duties for the day

Works without supervision

Has sound knowledge of the operation of the computer system, applicable to their job

Ensure all company policies and procedures are being adhered to by team members

#### **4. The Work Environment**

##### **4.1 OCCUPATIONAL HEALTH & SAFETY**

Go-Lo is committed to providing a safe and healthy working environment for customers and staff. It is our intention to take all practical steps to safeguard our employees and customers from accidents and ensure a safe and healthy working environment.

Occupational Health and Safety is the responsibility of everyone employed at Go-Lo and we must all ensure that our jobs are performed safely.

Go-Lo will ensure the success of this policy through the Occupational Health and Safety program, which includes;

- The involvement and commitment of all employees

- The identification and control of hazards

- The participation of employees on safety matters

- Investigation and reporting of all accidents and dangerous incidents

- Provision of First Aid and emergency procedures

- Providing the necessary information, training and supervision to our employees

In the interest of ensuring the safety of all team members, the Employer reserve the right in consultation with a Union Delegate to send any employee home (without pay) who they suspect has presented them self to work under the influence of Alcohol or Drugs. Furthermore, disciplinary action will be taken against such employees, which could include warnings or termination.

##### **Employees Responsibilities**

All employees are required to comply with occupational health and safety policies, programs, safe work procedures and practices to ensure their own health and safety and that of others in the work place.

Employees may take any action within their competence and responsibility to report or make recommendations as is necessary to avoid, eliminate or minimise hazards in regard to working conditions, work methods or work procedures.

##### **4.2 EQUAL OPPORTUNITY EMPLOYER**

Go-Lo is an equal opportunity employer. We will not under any circumstances, discriminate against an employee on the grounds of race, age, sex, sexual preference, national origin, social origin, creed, religion, disability, pregnancy, marital status or union membership.

We will not tolerate this behaviour in our workplace or by others with whom we do business.

We will comply with all requirements of any legislation related to equality of employment.

##### **4.3 PERFORMANCE MANAGEMENT**

- (a) To allow the Distribution Centre to achieve fair and reasonable productivity, the company will assess the performance of each team member within the Distribution Centre and the overall site performance.
- (b) As both the Employer and employee agree to each team members working to the assessed levels of skill for each grade, should an employee's work performance fall below the best of their ability, then the provisions for performance discussions, will apply to assist the employee improve their performance.

#### 4.4 PROMOTION

Progression between one grade to another will be at the discretion of the company and will depend on the employee reaching an acceptable level of performance in all the necessary areas.

#### 4.5 JOB ROTATION

To assist in the upskilling of all employees, employees will be required to regularly rotate functions within the Distribution Centre. The State Distribution Centre Coordinator will put in place the rotation schedule.

#### 4.6 FLEXIBILITY OF WORK

- (a) All employees within each grade are to perform a range of duties including work which is incidental or peripheral to their main tasks or functions.
- (b) Any employee directed to perform lower grade duties for any reason, will perform such duties, but continue to be paid at their regular grade level.
- (c) Employees must be prepared to perform any task or combination of tasks at their grades or grades below, for which they are qualified and competent.
- (d) An employee has a duty to carry out a reasonable and lawful instruction of the company. Willful disobedience breaches a fundamental term of the employment contract. A lawful instruction tells an employee to do work that is not against the law and is within the scope of their employment contract.
- (e) Failure to obey a lawful instruction may result in a formal warning or a summary dismissal depending on the seriousness of the matter.

#### 4.7 DISPUTE RESOLUTION

If an employee experiences a problem or dispute between themselves and any other party, it should be settled in the following manner:

##### Step 1

As soon as is practicable after the problem has occurred, the employee concerned will take up the matter directly with their Supervisor.

##### Step 2

In the event the issue remains unsettled, the employee should discuss the matter with the State Distribution Centre Coordinator. At this stage the employee is entitled to have another employee/or/union delegate present as a witness, if the employee so elects.

##### Step 3

If step 1 & 2 fail to resolve the problem, the employee has the following options:

- (a) to discuss the matter with a representative of the Union who will set up a meeting between the employee, Union official and the State Distribution Centre Coordinator (or)
- (b) to discuss the matter with the National Distribution Centre Manager.

#### Step 4

If the problem is still not resolved the matter can be discussed with the General Manager Supply Chain.

#### Step 5

If the Matter is not settled at the meeting with the General Manager Supply Chain, it can be taken to the Industrial Relations Commission of NSW for resolution.

During each stage of this process no party shall unreasonably delay attempts to resolve the grievance. The initiating party shall be responsible for following up on each stage should no satisfactory outcome occur. During the resolution of a dispute, the status quo shall remain.

### 5. Leave

#### 5.1 Annual Leave

- (a) All Employees, except those employed on a casual basis, are entitled to paid annual leave on the anniversary of their date of commencement.
- (b) Full time employees are entitled to 4 weeks paid leave for each 12 months of continuous service in accordance with the *Annual Holidays Act 1944*.
- (c) Part time employees are entitled to pro-rata annual leave calculated on the basis of days/hours worked.
- (d) Annual leave may be taken after each 12 months, or as it accrues, subject to agreement between Go-Lo and the employee.
- (e) The taking of annual leave will be within a period not exceeding 12 months from the date it becomes due. If annual leave is not taken within 12 months, Go-Lo may provide 4 weeks notice to the employee of when leave is to be taken.
- (f) Leave is paid on ordinary hours therefore any leave taken will be debited on the basis of hours actually taken.
- (g) Annual leave will be paid as follows: the employees ordinary wage rate for the period of the annual leave, plus a loading of 17.5% of the employees ordinary pay rate.
- (h) Annual leave for the purposes of illness or family leave will not be granted unless the employees sick leave is exhausted and with the agreement of the State Distribution Centre Coordinator.
- (i) Due to the need to support the stores during the Christmas trading period, no annual leave will be granted from 1 November to 24 December, except for special circumstance and with the agreement of the State Distribution Centre Coordinator.

#### 5.2 Sick Leave



- (a) An employee who is unable to attend work due to personal illness or incapacity, will advise the company of their inability to attend work within 1 hour of the commencement of the normal working day. They will also advise the estimated date of return to work
- (b) Full time employees who are unable to attend work (as stated in clause a), but not due to his/her own serious and wilful misconduct, will be entitled to 5 days in their first year and 10 days in their second and subsequent years of employment.
- (c) Part-time employees who are unable to attend work (as stated in clause a) will be entitled to sick leave on a pro-rate basis to full-time employees.
- (d) A Medical certificate is to be provided for illness/incapacity, which exceeds 2 days.
- (e) The exception to (d) will be where an employee has a proven pattern of recurring absences or sick leave either side of annual leave, public holidays or has a record of excessive sick leave. The company will be entitled to request a medical certificate for absences of one day or more.
- (f) An employee who is absent without approved leave on the working day before or after a public holiday or annual leave will not be paid for that day(s) unless a medical certificate is provided.
- (g) Any instance of sick leave by an employee where one or more of the above conditions and entitlements have not been met may be refused paid leave by the company.
- (h) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- (i) Sick leave, which has not been taken, is accumulated each year, for a period of 12 years.

### 5.3 Carer's Leave

- (a) An employee may use up to 5 days per annum of their accrued sick leave to provide care and support to member of their immediate family or members of their household who need their care and support.
- (b) "Immediate family" or "members of their household" means a spouse, a defacto spouse of the employee (defacto spouse means a person who lives with the employee as the husband, wife or partner on a bona fide domestic basis although not legally married to that person), a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child) parent, grandparent, grandchild or sibling of the employee.
- (c) The employee will, if required, provide a medical certificate or statutory declaration to cover the illness of the person concerned.
- (d) The entitlement to use sick leave as Carer's Leave is subject to: the employee being responsible for the care of the person concerned;
  - (I) the person concerned being either a member of the employees immediate family or a member of the employees household.
  - (II) The employee will, wherever practicable, give the company prior notice of the intention to take leave, the name of the person requiring care and their relationship to them and the estimated length of absence. If it is not practicable to give prior notice of absence, the employee will notify the company by telephone of the absence within 30 minutes of the commencement of the normal working day.

### 5.4 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take

unpaid leave for the purpose of providing care and support to a family member as set out in paragraph 5.3 (b).

#### 5.4 Long Service Leave

See *Long Service Leave Act 1955*

#### 5.5 Maternity / Paternity and Adoption Leave

(a) Maternity Paternity and Adoption leave will be available to eligible employees, refer to the Storeman and packers award.

#### 5.6 Bereavement Leave

(a) An employee is entitled to up to 2 days leave with pay on the death of a person prescribed in paragraph 5.3 (b).

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

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

(d) An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in paragraph 5.3 (b), if the employee goes overseas to attend the funeral.

#### 5.7 Leave without Pay

Leave without pay will only be granted at the company's discretion. Where leave without pay is sought on account of illness, a medical certificate must be provided indicating the period of incapacity. All sick leave, annual leave and long service leave must be used prior to leave without pay being granted.

#### 5.8 Jury Service

An employee shall be allowed leave of absence during any period

when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working. An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

#### 5.9 Public Holidays

(a) The following public holidays, or the day upon which a public holiday falls, shall be observed and shall be granted to all weekly employees without deduction from the weekly pay; New years day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day, together with all other statutory and/or gazetted public holidays for the state in which the employee is employed.

(b) In addition to the holidays specified in subclause (a) of this clause one additional paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. This day can be taken by mutual agreement at any given time during the year.

(c) Should any of the public holidays fall on a full time employees rostered day or days off, such employee shall receive another day off (the daily average of their working day over the 7 day

cycle) in lieu thereof. Full time employees are not entitled to a day in lieu for Easter Saturday, or any other public holiday which falls on a week-end and is not replaced by a gazetted weekday off. (eg Australia Day and ANZAC day).

- (d) If any employee works on a listed public holiday the employee shall be paid double time and a half their ordinary rate of pay.
- (e) Where an employee is absent from his/her employment on the working day before or after a public holiday without a reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday. A certificate from a duly qualified medical practitioner shall satisfy reasonable excuse. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

#### 5.10 Holidays and Sunday Rates of pay

- (a) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- (b) All time worked on Sunday shall be paid at the rate of double time & half the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one-half.

### **6. Hours of Work**

#### 6.1 Ordinary hours of work

- (a) Full-time employees will be rostered not to exceed 10 ordinary hours per day, excluding meal breaks, or an average of 38 ordinary hours per week in the following forms:
  - I. 38 hours per week over one week or
  - II. 152 hours in 4 consecutive weeks
- (b) Ordinary working hours, will be from Monday to Saturday and worked as follows:
  - I. The hours to be worked will be between the span of 6.00am to 6.00pm
  - II. Once having been fixed, the time for commencing and finishing work shall not be altered without at least 7 days notice to the employees concerned or by mutual agreement between the employer and such employees.
- (c) An employer, may substitute the day an employee is to take off for another day, in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business.
- (d) If an employer requests that an employee change his/her schedule day off to meet the business requirements and the employee agrees to that change, then no overtime shall be paid. Likewise if the employee has requested in special circumstance to change their day off and the employer agrees to such a change, then no overtime will be paid.

#### 6.2 Shifts

- (a) Early morning shift means any shift commencing at or after 4.00am and before 6.00am. Any employee working morning shift will be paid for such shift a penalty payment of 12.5 per cent in addition to his/her ordinary rate of pay.
- (b) Afternoon shift means any shift finishing after 6.00pm and at or before midnight. A shift worker whilst on afternoon shift shall be paid for such shift 15 per cent more than his/her ordinary rate.

- (c) Night shift means any shift finishing subsequent to midnight and at or before 8.00am. A shift working whilst on night shift shall be paid for such shift 15 per cent more than his/her ordinary rate. Unless an employee is permanently working a night shift, they shall be paid 30% more than his /her ordinary rate of pay.

### 6.3 Overtime

- (a) Work performed by a full time & part time employee outside their rostered hours shall be overtime. A part time employee's roster may be increased if the employee concerned agrees. If the increased hours are not overtime (as defined in this clause) they shall be paid at their ordinary rate of pay.
- (b) Work performed by a casual employee in excess of 10 hours per day (exclusive of unpaid meal breaks) or 38 hours per weekly cycle shall be overtime.
- (c) If a permanent employee performs work on more than 5 shifts in a weekly cycle they shall be paid overtime for each extra shift.
- (d) Overtime will be paid at the rate of time & half of the employees ordinary rate of pay for the first 2 hours on each shift that overtime is incurred and double time thereafter excluding Sunday when any overtime will be paid at double time and half.
- (e) Notwithstanding anything contained in this clause, Go-Lo and the employee may agree that time off with pay may be paid in lieu of payment for overtime. Time off shall be allowed at any equivalent amount as the overtime rate.
- (f) Overtime will be allocated fairly and equally to all employees on a fair roster.

### 6.4 Saturday work

- (a) When an employee works on Saturday the employee shall be paid time & half of their ordinary rate of pay for each hour worked on this day. Such work will form part of the employee's normal cycle hours.
- (b) Where an employee working these hours is in overtime (as defined in this agreement) the overtime provision not the Saturday work provision will apply.

### 6.5 Sunday Work

- (a) When an employee works on a Sunday the employee shall be paid double time and half of their ordinary rate of pay for each hour worked on this day. Such work will form part of employee's normal cycle hours.
- (b) Where an employee working these hours is in overtime (as defined by this agreement) the overtime provision not the Sunday work provision will apply.

## **7. General Matters**

### 7.1 Meal Breaks

There will be one 30 minute unpaid meal break per day on all shifts and this will be taken between the 4th and 6th hour from the commencement of the shift.

### 7.2 Rest periods

All employees shall be allowed a 15 minute morning rest period for tea, and a afternoon rest period of 15 minutes, such time to be counted as time worked. The 15 minutes includes travel time to and from the employees section of work to the place where they will have their rest period.

### 7.3 Meal Allowance

An employee who works overtime for more than two hours on any day or shift after the fixed ceasing time shall be paid \$8.00 meal allowance, unless notified on the previous day of the intention to work such overtime.

### 7.4 Uniform

The employer will supply to each permanent employee:

4 Florescent Tshirts each summer

2 Long Sleeve Tops each winter.

Each permanent employee will receive \$50.00 each year towards a pair of safety boots. The \$50.00 will be paid in August each year.

### 7.5 Overtime rest period

An employee working more than 4 hours overtime on any one shift will be allowed a paid rest period of 15 minutes. (this replaces crib time)

### 7.6 First Aid / OHS committee

An employee who is appointed as a first-aid attendant and /or member of the OHS committee shall be paid an additional payment rate of \$1.75 per day worked.

### 7.7 Mixed functions

An employee employed in a higher classification for 2 hours or more for which a high rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

The exception to this provision is employees who are receiving an allowance for driving a forklift. An employee must drive the forklift for a minimum of 3 hours during any one shift, to qualify for the Forklift hourly allowance. The employee driving 3 hours or more will then receive the forklift allowance for that entire shift.

### 7.8 Redundancy

Refer to Storeman & Packers General State Award. Leave is reserved for the Union Official to come and discuss any forced redundancies with the company.

### 7.9 Union Delegate

Where an employee is elected by his/her fellow employees as a union delegate, and his/her name is given in writing, by the union to the employer, the said union delegate shall be allowed by the employer such time to interview the employer, on matters affecting the employees the delegate represents.

Team members who wish to discuss issues or concerns with their Union delegate must do so during their breaks and not during working times.

If a Team member has an urgent issue, which cannot wait for a break, they must first request from their Supervisor, time to approach the Union Delegate. This will only be granted if the issue is urgent and must be dealt with immediately.

Where the employer is counselling an employee, if that employee has nominated a union delegate as a witness, that union delegate may be present. As a witness the delegate must not unduly interfere with the proceedings nor shall they answer for the employee.

#### 7.10 Union members

Consistent with the provisions of the industrial relations act, 1996, the employer recognises and supports the rights of the employees covered by this agreement to:

- (a) join the union and
- (b) exercise all rights pertaining to their membership

All new employees will be advised of the union's presence and informed who the union workplace delegate is upon commencing work.

The company shall, upon authorisation, deduct union membership fees, as levied by the union, in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

#### 7.10 Superannuation

The company shall contribute superannuation on behalf of eligible employees in accordance with the Superannuation Guarantee Legislation.

Contributions will be paid into either REST or LUCRF provided that the fund is compliant in accordance with the federal superannuation legislation.

LUCRF will remain an option as long as it does not impose any additional cost to the company over and above those imposed by REST.

An employee may choose either fund to have their contributions paid into. Employees wishing to switch between funds are liable for their own costs which are imposed on them by the either fund (for example any applicable exit or entry fees).

#### 7.11 Disciplinary procedure

In the instant of managing poor performance and misconduct the following procedure shall be deemed fair and reasonable:

1. Verbal Warning / Diary note
2. First Written Warning
3. Second Written Warning
4. Final Written Warning
5. Dismissal

This procedure does not limit the employer from commencing action at a higher level dependant on the severity of the matter at hand.

The counselling procedure is used to cover employees for poor work performance, time wasting, high absenteeism, lateness, misconduct, ect (refer to HR Policy Manual and conditions of employment).

#### 7.12 Instant Dismissal

In the case of a serious breach of company policies or procedures or other forms of serious misconduct (refer to HR Policy Manual and conditions of employment) the counselling procedures may be waived and your services may be terminated immediately.

7.14 Ceasing Employment with Go-Lo

If you decide to leave the company you will be required to return all equipment that has been provided to you eg. back brace, safety vest, any company manuals or company keys, before you will receive your termination pay.

An employee is required to give one weeks notice or forfeit a weeks pay in lieu of giving notice. If an employee fails to give a weeks notice, one weeks pay may be deducted from wages owing.

A period of notice or termination cannot be served concurrently with annual leave or long service leave. An employee cannot count a period of annual leave as part of the notice period for termination.

**8. Wages**

8.1 Payment of Wages

All wages (permanent, part-time and casual) will be paid on the Thursday, following the completion of a weeks work, being Monday to Sunday.

8.2 Fares and Travelling Time

All weekly employees who are required to work at a place other than their usual place of work, shall be reimbursed for Fares to such place, if such fares exceed their current travelling fares.

Time for travel to such place shall not be paid.

8.3 Wages

The following ordinary rates of pay shall be the minimum payable to adult employees at the various levels as defined:

From commencement of the agreement			
Classification	Full time Warehouse Employee weekly rate	Part time Warehouse Employee hourly rate	Casual Warehouse employee hourly rate
Team Member	\$626.40	\$16.48	\$20.32
Advanced Team Member	\$639.12	\$16.82	\$20.74
Leading Hand	\$668.30	\$17.59	N/A
Section Head	\$724.00	\$19.05	N/A
12 months from the commencement of the agreement			
Team Member	\$645.19	\$16.98	\$20.94
Advanced Team Member	\$658.29	\$17.32	\$21.36
Leading Hand	\$688.35	\$18.11	N/A
Section Head	\$745.72	\$19.62	N/A
24 months from the commencement of the agreement			
Team Member	\$664.55	\$17.49	\$21.57
Advanced Team Member	\$678.04	\$17.84	\$22.00
Leading Hand	\$709.00	\$18.66	N/A
Section Head	\$768.09	\$20.21	N/A

8.4 Other Rates and Allowances

DESCRIPTION	AMOUNT \$

In Charge 1 - 5	14.10 per week
6 - 10	21.25 per week
11 - 15	29.00 per week
Over 15	36.45 per week
Operates Fork Lift	55c per hour
First-aid	1.75 per day

SIGNING

Signed by the Parties of this Agreement on the 10 Day of May 2005.

Signed by  
 For and on behalf of the Company by a duly .....  
 authorised representative Signature  
 .....  
 Name

Witness .....  
 Signature  
 .....  
 Name

Signed by .....  
 Of the NATIONAL UNION OF WORKERS (NSW Signature  
 Branch)  
 For and on behalf of the Employees of Go-Lo .....  
 Warehouse Sydney / Ingleburn Name

Witness .....  
 Signature  
 .....  
 Name