

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/2

TITLE: NSW Trading Post Enterprise Agreement 2004

I.R.C. NO: IRC4/7147

DATE APPROVED/COMMENCEMENT: 14 December 2004 / 14 December 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/307.

GAZETTAL REFERENCE: 28 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Trading Post Australia Pty Ltd, located at 25-27 Cowper Street, Parramatta, New South Wales, 2150, employed as clerks, telephone salespersons in New South Wales, who fall within the coverage Clerical and Administrative (State) Award

PARTIES: Trading Post Australia Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

THE NSW TRADING POST ENTERPRISE AGREEMENT 2004

1. Description and Effect

- 1.1 This agreement shall be known as the NSW Trading Post Enterprise Agreement 2004.
- 1.2 This agreement rescinds and replaces the Trading Post Enterprise Agreement 2002 (IRC 02/4708 - EA02/307).

2. Commencement and Term

- 2.1 This agreement will have effect from the date it is approved by the Industrial Relations Commission of New South Wales (date of approval).
- 2.2 The nominal term of this agreement is 2 years from the date of approval.

3. Parties

- 3.1 The parties to this agreement are:

Trading Post Australia Pty Limited ABN 38 001 821 156 (the company), and

New South Wales Local Government, Clerical, Energy, Airlines and Utilities Union (United Services Union) ("the union").

- 3.2 The parties understand the nature and effect of this agreement.

4. Award

This agreement wholly excludes the operation of all other awards, certified agreements, workplace agreements and other agreements that would otherwise apply to employees.

5. Enterprise

The enterprise for which this agreement is made is the business conducted by the company in various locations in New South Wales in which employees in the occupations specified in this agreement are employed from time to time.

6. Classification Structure

- 6.1 The company encourages the acquisition of relevant skills by its employees. However, an employee's classification under this agreement depends primarily on the skills required to be used by the employee in the performance of the employee's duties rather than the employee's qualifications or skills, as such.
- 6.2 The parties recognise the need for continuing discussions to further develop a classification structure having regard to:
 - (1) the needs of the company;
 - (2) the provision of a career path and training for employees;
 - (3) the expansion of workplace-based skills, and
 - (4) all other relevant factors.

6.3 The occupations to which this agreement applies are clerks and telephone salespersons employed by the company in New South Wales. The classifications of employees covered by this agreement are:

- (1) Trainee - without limiting the scope for gaining experience, a trainee is an employee who is not experienced in the work covered by this agreement and who normally works under the direct supervision of another employee or employees. A trainee will normally remain a trainee for a period not exceeding 6 months during which time appropriate training will be made available. Following the period of traineeship, the company will grade the trainee.
- (2) Grade 1 - employees in this grade perform, and are accountable for, clerical office tasks as directed. They work within established routines, methods and procedures, and supervision is direct. Employees will acquire and apply a limited knowledge of the company's office procedures and requirements. Employees can undergo training in order to perform basic keyboard functions. Telephone salespersons within this grade will be required to telephone prospective clients to advise them of the service of the Trading Post with a view to obtaining orders for advertisements.
- (3) Grade 2 - employees in this grade perform tasks using a more extensive range of skills and knowledge at a higher level than required of a Grade 1 employee. They are responsible and accountable for their own work which is performed within established routines, methods and procedures. Supervision is general. Employees will acquire and apply a knowledge of the company's broad structure and personnel, and have a working knowledge of their section's procedures and requirements.

Employees in this grade keep appropriate records, sort, process and record original source documents such as invoices, cheques and correspondence on a daily basis. They also may maintain and record petty cash, prepare bank deposits and withdrawals and do banking.

Telephone salespersons at this level will be required to enter client data using a keyboard and screen, into an electronic storage system.

- (4) Grade 3 - employees at this level perform tasks using a more extensive range of skills and knowledge at a higher level than required of a Grade 2 employee. They are responsible and accountable for their own work which is performed within established guidelines. They exercise limited discretion within the scope of their skills and knowledge. Supervision is limited.

Secretarial skills may be introduced at this level. Word processing skills may be introduced at this level.

Employees at this level may be required to scan advertisements.

Employees at this level will be responsible for exercising independent initiative from time to time according to company policy.

- (5) Grade 4 - employees in this grade exercise initiative, discretion and judgment, within the range of their skills and knowledge. Supervision is minimal. They are accountable for their own work and may have limited responsibility for the work of others. They perform duties using a more extensive range of skills and knowledge at a higher level than required of a Grade 3 employee. Specialist technical skills may be introduced at this level.
- (6) Grade 5 - employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a higher level than required of a Grade 4 employee. They are responsible and accountable for their own work and may have responsibility for the operation of the unit/section under their supervision. They exercise initiative, discretion and judgment within the range of their skills and knowledge.

6.4 In this clause:

(1) "Direct supervision" means an employee:

receives detailed instructions on the work to be performed;

performs tasks which are part of an overall work routine; and

is subject to regular personal progress checks on work being performed.

(2) "General supervision" means an employee:

is instructed on unusual or difficult features of the work and what is to be done when new procedures are involved;

is normally subject to progress checks usually confined to unusual or difficult aspects of the work;

is able to perform the duties usually without specific instructions but has assignments reviewed on completion.

(3) "Minimum supervision" means an employee:

may be subject to progress checks principally to determine whether satisfactory progress is being made, and

may have work reviewed on completion.

7. Wages

7.1 The minimum wage rates for employees covered by this agreement payable from the beginning of the first pay period to commence on or after 15 August 2004 are:

Classification	Weekly rate	Part-time hourly rate	Casual hourly rate (20% casual loading plus 1/12th annual leave benefit)
Trainee	\$463.88	\$12.20	\$15.91
Grade 1	\$521.50	\$13.83	\$17.88
Grade 2	\$570.81	\$15.01	\$19.55
Grade 3	\$597.38	\$15.72	\$20.48
Grade 4	\$637.33	\$16.77	\$21.84
Grade 5	\$709.31	\$18.66	\$24.23

7.2 Subject to the terms of this agreement the wage rates for employees covered by this agreement from the beginning of the first pay period to commence on or after 1 July 2005 are:

	Classification	Weekly rate	Part-time hourly rate	Casual hourly rate (20% casual loading plus 1/12th annual leave benefit)
(1)	Trainee	\$482.43	\$12.68	\$16.54
(2)	Grade 1	\$542.36	\$14.38	\$18.59
(3)	Grade 2	\$593.64	\$15.61	\$20.33
(4)	Grade 3	\$621.27	\$16.34	\$21.29
(5)	Grade 4	\$662.82	\$17.44	\$22.71
(6)	Grade 5	\$737.68	\$19.40	\$25.19

- 7.3 An employee whose weekly wage rate is at least 15% higher than the rate prescribed from time to time by this clause for a Grade 5 employed as defined in clause 6 shall be exempted from the operation of the provisions of this agreement in relation to hours of work (clause 10) and overtime (clause 13). This sub-clause applies provided that the rate for a Clerical Administrative Officer 5 does not fall below the otherwise applicable rate prescribed by the Clerical and Administrative Employees (State) Award, as varied from time to time.
- 7.4 Employees may be involved in a variety of aspects of the company's operations, which do not fall within the scope of the definitions contained in clause 6, Classification Structure. Such aspects may include, but are not limited to, duties associated with the commercial, business, promotional and selling activities of the company or any associated or related company provided that:
- (1) employees who are covered by this agreement and who are employed at the date it comes into effect will continue to perform the full range of duties they performed prior to the operation of this agreement, subject to any contrary agreement between them and the company.

8. Terms of Engagement

- 8.1 All employees shall be employed as full-time, part-time or casual employees.
- 8.2 The company will inform each employee of the terms of the employee's engagement and, in particular, whether the employee is a full-time, part-time or casual employee on day or shift work.

9. Casual and Part-Time Employees

- 9.1 Casual Employees
- (1) A casual employee is one who is engaged and paid as such.
 - (2) The rate of pay of a casual employee is an hourly rate equal to the appropriate weekly rate divided by 38 plus 20% (plus one-twelfth of that amount as annual leave entitlements).
 - (3) A casual employee is entitled to a minimum payment of 4 hours work at the appropriate rate for each shift worked.
 - (4) The hourly rates of pay for casual employees in this agreement have been rounded to the nearest 5¢.
- 9.2 Part-Time Employees
- (1) A part-time employee is an employee employed to work regular days and regular hours either of which are less than the number of days or hours worked by full-time employees employed by the company.
 - (2) The days worked by part-time employees shall not be less than 2 per week and the hours worked shall be not less than 12 per week.
 - (3) The spread of ordinary hours of work of part-time employees, not including meal times, is the same as those for full-time employees.
 - (4) The provisions of this agreement relating to annual leave, annual leave loading, sick leave, jury service, bereavement leave, parental leave and holidays apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by full-time employees.
- 9.3 The provisions of this clause operate subject to an agreement between the company and the employee to vary any of the provisions of this clause.

10. Hours

10.1 Full-time Employees

- (1) Subject to sub-clause 10.1(4), the ordinary hours of work, exclusive of meal hours, must not exceed an average of 38 per week.
- (2) Ordinary hours of work will be worked:
 - (a) between 6.00 am and 6.00pm Monday to Friday inclusive and between 6.00am and 12.00 noon on a Saturday, and
 - (b) in one of the following ways:
 - (i) on 19 days over a 4 week cycle (in which case, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday inclusive, between 6.00am and 6.00pm); or
 - (ii) on 10 days over a 2 week cycle (in which case, the ordinary hours of work shall not exceed 8 hours per day, Monday to Friday, on 9 days of the cycle and 4 hours on any 1 day of the cycle, between 6.00am and 6.00pm); or
 - (iii) on 5 days in any week (in which case, the ordinary hours of work shall be worked between 6.00am and 6.00pm Monday to Friday inclusive such that either:
 - (A) the ordinary hours on 4 days of any 1 week shall not exceed 8 hours and on 1 day of the week shall not exceed 6 hours, or
 - (B) the ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes); or
 - (iv) on 5-1/2 days in any week (in which case, the ordinary hours of work shall not exceed 6 hours and 48 minutes per day Monday to Friday inclusive and 4 hours on Saturday).
- (3) Where the company and employee agree, rostered days off may accumulate to a maximum of 5 days. Accumulated days may be taken at any time agreed between the company and the employee and must be taken within 6 months of accrual.
- (4) Despite any other provision of this agreement, the ordinary hours of a full-time employee may be worked up to 10 hours on any day. If ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement must be subject to agreement between the company and any employee so affected.
- (5) If any employee covered by this agreement does not wish to work their ordinary hours over a 5-1/2 day week, the company must not do so unless not doing so would be reasonably likely to result in a:
 - (a) detriment to the public interest; or
 - (b) reduced efficiency of the necessary services.
- (6) Any dispute as to whether ordinary hours of work can be worked in other than 5-1/2 days without detriment, loss or reduction shall be determined in accordance with the procedure set out in clause 36.2.
- (7) Subject to clause 11.3, it is a condition of allowing a 19 day/4 week cycle, a 10 day/2 week cycle or a 5 day week that, if required, employees shall comply with the reasonable and lawful orders of the company as to working overtime including working overtime on Saturday.

- (8) Once starting times have been fixed they must not be altered without 7 days notice being given by the company to the employees. However, in an emergency, the company and an employee may agree to change the employee's commencing and ceasing times with less than 7 days notice.

10.2 Part-Time Employees

The spread of ordinary hours of work, not including meal times, is the same as for full-time employees but not, in any case, less than 12 hours per week and worked on not less than 2 days per week.

10.3 Casual Employees

The Spread of Ordinary Hours of Work is the Same as for Full-Time Employees.

11. Shift Work

11.1 Definitions - in this clause:

- (1) a "shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs (2), (3), (4), (5) and (6) of this sub-clause;
- (2) "afternoon shift" means any shift finishing after 6.00pm and at or before 11.00pm, provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12.00 midnight, all employees may be required to work the same hours;
- (3) "night shift" means any shift starting at or after 11.00pm and at or before 5.00am or finishing after 11.00pm and at or before 6.00am;
- (4) "permanent shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than 4 consecutive weeks;
- (5) "early morning shift" applies to an employee whose ordinary hours on a regular shift start between 5.00am and 6.00am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11.00pm;
- (6) "7-day shift worker" means an employee rostered to work regularly on Sundays and public holidays.

11.2 Hours, shift allowances, special rates, meal interval

- (1) An employee may be employed on shifts. If so, the ordinary hours must not exceed:

8 in any consecutive 24; or

38 per week; or

76 in 14 consecutive days; or

152 in any 28 consecutive days.

Provided that the ordinary hours of work may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangement of hours must be subject to the agreement of the company and the majority of employees concerned. In addition the arrangement will average 38 hours per week over the shift cycle.

- (2) The times of beginning and ending the shift of any employee can be varied by agreement between the company and the employee or if at least 1 week's notice is given by the company to the employee.

- (3) A shift worker employed on shift must for work done during the ordinary hours of the shift be paid ordinary rates prescribed by clause 7:

i.e. wages plus

afternoon shift - at the rate of 17% of the employee's ordinary rate of pay; or

night shift - at the rate of 20%;or

permanent night shift - at the rate of 26%;or

early morning shift - at the rate of 10%.

Allowances in accordance with this clause must be calculated in multiples of 10¢, amount of less than 5¢ being taken to the lower multiple and amounts of 5¢ or more being taken to the higher multiple.

- (4) A shift worker whose rostered day off coincides with a public holiday will be paid another day's pay, or have a day added to the shift worker's annual leave.
- (5) A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day will be paid:
- Saturday - time and one half
Sunday - time and three-quarters
Holiday - double time and one half.
- (6) Where ordinary shift hours commenced between 11.00pm and midnight on a Sunday or holiday, the ordinary time worked before midnight will not entitle the shift worker to the Sunday or holiday rate for that time worked between 11pm and midnight.
- (7) A shift worker must have a 20 minute meal break before 5 hours have been worked. The meal break counts as time worked.

11.3 Overtime

- (1) Subject to clauses 11.3(4) and 13.2, an employee may be required to work reasonable overtime.
- (2) A shift worker required to work overtime in excess of 1 hour on any shift must be paid meal money of \$10.55. If overtime exceeds 5 hours on any shift a further meal allowance of the same amount must be paid.
- (3) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (4) For the purposes of clause 11.3(3) what is reasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the company of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

- (5) For the avoidance of doubt and without limiting by implication the obligation of employees to work reasonable overtime, the parties agree that work until 9.00pm on Tuesdays to meet publication deadlines is reasonable overtime.

11.4 Work on a rostered day off

- (1) An employee required to work on a rostered day off will be paid at the rate of time and one half for the first 2 hours and double time thereafter except that all time worked on a Sunday will be paid at the rate of double time and all time worked on a public holiday will be paid at the rate of double time and one half.
- (2) Where work is performed on a Sunday or a holiday, a minimum of 4 hours pay must be paid.

11.5 Special rates not cumulative

A penalty rate is paid in substitution for and not cumulative upon shift allowances.

11.6 Casual and part-time shift workers

Casual and part-time shift workers will receive the appropriate allowance prescribed in paragraph 3 of sub-clause 11.2.

11.7 Restrictions on shift work

- (1) No employee under 18 years of age can be employed on shift work.
- (2) Employees can not be employed on the night shift, unless they agree to do so.
- (3) Employees under 21 years of age can not be employed on the night shift. The only exception is employees not younger than 19 years of age who are working on a training programme.

11.8 Transport for employees

The company must make satisfactory transport arrangements for employees finishing the afternoon shift and for employees beginning the night shift.

12. Meal and Rest Breaks

12.1 Employees whose ordinary working hours fall between 6.00am and 6.00pm will be allowed a meal break of not less than 30 minutes or more than 1 hour between the hours of 11.00am and 2.30pm.

12.2 An employee cannot be required to work more than 5 hours without a break for a meal except in the following two circumstances where up to 6 hours may be worked without a break:

- (1) where employees are working a 5 day week and the ordinary hours of work on 4 of the days do not exceed 8 and on the other day they do not exceed 6 hours,
- (2) where a casual employee or a part-time employee is engaged to work no more than 6 hours in any one day.

12.3 The company and employee can agree to change the commencing time of the lunch break.

12.4 Employees working:

- (1) for more than 5 hours a day, are entitled to an additional 2 paid breaks of 10 minutes each; or
- (2) up to and including 5 hours a day, are entitled to an additional 1 paid break of 10 minutes.

12.5 Breaks will be taken at a time or times convenient to the company. Employees at the company's premises at 25-27 Cowper Street, Parramatta, New South Wales 2150 ("Cowper Street") are entitled to an additional 5 minutes for each break referred to in clause 12.4 in recognition of the time spent using the internal stairs to enter and exit the premises. If the location at which employees work changes from Cowper Street, their break or breaks will be reduced from 15 minutes to 10 minutes in duration to be taken at a time or times convenient to the company.

13. Overtime and Meal Allowance

13.1 All time worked outside ordinary hours of work prescribed by clause 10 is overtime and will be paid for at the rate of time and one-half for the first 2 hours and double time thereafter. For work after 12 noon on a Saturday the rate is double time.

13.2

(1) Employees whose fixed hours of employment are less than 38 hours per week may be worked without payment of overtime:

up to 2 hours after the fixed finishing time on any 1 day ; or

on, but not more than 4 days in any calendar month; or

8 days in any 2 consecutive calendar months.

(2) Overtime will be paid if the worker has to work more than 9 hours in any 1 day (between 6.00 am and 6.00pm) or more than 38 hours in any week;

Provided further that such 9 hours must be worked between 6.00am and 6.00pm Monday to Friday inclusive.

13.3 In computing overtime:

any portion of an hour of less than 30 minutes will be paid as 30 minutes; and

any portion in excess of 30 minutes will be paid as 1 hour in total.

13.4

(1) After overtime is worked employees should have at least 10 consecutive hours off duty if it is practical to arrange it.

(2) If an employee has worked so much overtime that they have not had a 10 hour break between the last shift on one day and the commencement of work on the next day, then the employee is not to commence work until they have had a 10 hour break. Ordinary hours due to be worked by the employee will be paid until the employee returns to work at the end of the 10 hour break.

(3) If it is necessary for the employee to resume working without a break of 10 consecutive hours then the employee is to be paid double time. This penalty rate will apply until the employee is given a break of 10 consecutive hours. While the break is taken the employee is to be paid their entitlement to ordinary pay for the duration of their shift not worked.

13.5 An Employee working overtime is to be paid a meal allowance in any of the following circumstances:

when required to work after 6.00 pm - \$10.55.

if overtime continues after 10.00 pm - another \$10.55.

13.6 This clause must apply to casual employees and in such cases overtime must be calculated on the casual rate of pay specified in subclause 9.1.

14. Time Off Instead of Overtime

- 14.1 Where an employee has worked overtime during Monday-Friday only the employee may have time off in lieu of payment in proportion to the relevant penalty rate providing:
- (1) the employee requests this and the company agrees; and
 - (2) no more than 20 hours in a 4 week period can be taken in lieu of payment.

15. Sundays and Holidays

- 15.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and an additional day's holiday and any other day gazetted as a public holiday for the State are holidays for the purposes of this agreement.
- 15.2 The additional holiday referred to in clause 15.1 must be observed on the day when the majority of employees covered by this agreement observe a day as an additional holiday or on another day mutually agreed between the company and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 15.3 Any dispute concerning the day on which an additional holiday is to be taken by an employee will be dealt with in accordance with the procedure set out in clause 36, Grievances and Disputes Procedure.
- 15.4 No deductions must be made from the wages of full-time or part-time employees for any of the holidays referred to in sub-clauses 15.1 and 15.2.
- 15.5 Work done on any of the holidays above is paid at double time and one-half with a minimum payment for 4 hours work.
- 15.6 Work done on a Sunday is paid at double ordinary time with a minimum payment for 4 hours work.
- 15.7 If an employee is absent from the company's employment on the working day immediately before or the working day immediately after a public holiday and does not have a reasonable excuse or the consent of the company the employee is not entitled to payment for such holiday.

16. Payment of Wages

- 16.1 Wages are to be paid weekly or fortnightly. Before its introduction the company is to discuss the implementation of fortnightly pay with its employees.
- 16.2 Overtime is to be paid within 1 week from the pay day succeeding the day or days on which overtime becomes due. If wages are paid fortnightly, overtime is to be paid within a fortnight from the payday succeeding the day or days on which such overtime became due.
- 16.3 Subject to clause 16.4, on termination of employment an employee is to be paid all moneys due. This money is to be paid during the employee's working hours on the day of termination. It can be collected in person by the employee on the next working day after termination or sent that day by registered mail or posted by registered post to the employee on the next working day, provided that an employee may elect to return to collect any monies outstanding to the employee on the next working day following termination.
- 16.4 On termination of employment, the company shall have the right to deduct from wages due to an employee any moneys owed by the employee to the company.
- 16.5 If an employee has to wait beyond the employee's ordinary ceasing time for payment of wages or termination payments and such waiting time is more than 15 minutes, the employee must be paid at ordinary rates for the full period during which the employee is required to wait. Unless the wait is caused by reasons out of the company's control.

16.6 Wages are to be paid by electronic funds transfer.

17. Annual Leave

17.1 Employees other than 7 day shift workers, see *Annual Holidays Act 1944*.

17.2 Seven day shift workers (as defined in sub-clause 11.1) have an additional 1 week's leave. If during the year of employment an employee has served for only a portion of it as a 7 day shift worker, the additional leave must be 1 day for every 36 ordinary shifts worked as a 7 day shift worker.

17.3 A casual employee may let the company know, by filling in the appropriate form or forms, that the employee is unavailable to be rostered on for work for a period of up to 4 weeks in any period of 12 consecutive months. For periods in excess of 4 weeks, agreement must be reached between the employee and company in line with current practice. Provided the employee complies with the company's policy and practice, the company will take all reasonably practicable steps to ensure that, when the employee is available to be rostered on for work immediately following the period of unavailability, the employee is offered the same days and hours of work as were offered immediately before the period of unavailability.

18. Annual Leave Loading

18.1 The company will pay the employee an additional loading determined in accordance with this clause before paid annual holiday leave is taken unless the leave is taken in advance.

18.2 The loading is 17½% per week of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing the employee's annual holiday. "Ordinary weekly time rate of pay" does not include any amount prescribed for weekend loadings, or any other allowances, penalties, shift allowances, overtime or any other payments prescribed by this agreement.

18.3 No loading is payable to an employee who takes an annual holiday wholly or partly in advance. However, if the employment of the employee continues until the day when the employee would have become entitled under the *Annual Holidays Act* (the Act) to an annual holiday, the loading then becomes payable.

18.4 Where, in accordance with the Act, the company's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:

- (1) an employee who is entitled to an annual holiday and who is given and takes such a holiday must be paid the loading;
- (2) an employee who is not entitled to an annual holiday and who is given and takes leave without pay must be paid (in addition to the amount payable to the employee under the Act), such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to an annual holiday prior to the closedown as the employee's qualifying period of employment in completed weeks bears to 52.

18.5 If employment is terminated for reasons other than misconduct and there is an amount of annual holiday leave accrued, that leave attracts a holiday leave loading.

18.6 If a shift worker earns less on holiday (including leave loading) than in normal working hours the larger amount is paid (do not include the normal pay time worked on a public holiday in calculations).

19. Long Service Leave

See *Long Service Leave Act 1955*.

20. Sick Leave

- 20.1 Full-time employees are entitled to 5 days' sick leave in the first year of service and 8 days per year thereafter. This applies if:
- the employee produces evidence of illness that is satisfactory to the company; and
 - the employee works more than an 8 hour day, a week is deemed to be 60.8 hours after the first year of service.
- 20.2 Where it is possible the company is to be informed in advance of the need for sick leave, the nature of the illness and how long the absence is likely to be.
- 20.3 If advance notice of absence is not given then a medical certificate for the absence is necessary or there will be no payment for the first 8 hours of the absence.
- 20.4 The payment for any absence on sick leave during the first 3 months of employment of an employee may be withheld by the company until the employee completes such 3 months of employment at which time the payment will be made.
- 20.5 An employee is not entitled to sick leave on full pay for any period in which the employee is entitled to workers' compensation. However, the company will pay to an employee who has sick leave entitlements, the difference between the amount received as workers' compensation and full pay. If the company pays such difference, the employee's sick leave must be proportionately reduced for each week the difference is paid.
- 20.6 Part-time employees are entitled to a proportionate amount of sick leave. The ratio of part-time sick leave to full time sick leave is the same as the ratio the employee's part-time work bears to full time work.
- 20.7 Service of an employee with the company before the date of this agreement shall be counted for the purpose of assessing the employee's annual and accumulated sick leave entitlement.
- 20.8 If a public or special holiday occurs during an employee's absence on sick leave the holiday is not to be counted as sick leave.

21. Personal/Carer's Leave

21.1 Use of Sick Leave

- (1) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (3)(b) who needs the employee's care and support is entitled to use, in accordance with this clause, any current or accrued sick leave entitlement provided for at clause 20 of this agreement 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.
- (2) The employee must, if required, establish 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 paragraph where another person has taken leave to care for the same person.
- (3) The entitlement to use sick leave in accordance with this paragraph is subject to:
 - (a) the employee being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the employee; or

- (ii) 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
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (A) "relative" means a person related by blood, marriage or affinity;
 - (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (C) "household" means a family group living in the same domestic dwelling.
- (4) An employee must, wherever practicable, give the company 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 must notify the company by telephone of such absence at the first opportunity on the day of absence.

21.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 21.1(3)(b) above who is ill.

21.3 Annual Leave

- (1) An employee may elect with the consent of the company, 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.
- (2) Access to annual leave, as prescribed in 20.3(1) above, must be exclusive of any shutdown period provided for elsewhere under this agreement.
- (3) An employee and the company 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.

21.4 Time Off in Lieu of Payment for Overtime

See clause 14.

21.5 Make-up Time

- (1) An employee may elect, with the consent of the company, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this agreement at the ordinary rate of pay.
- (2) An employee on shift work may elect, with the consent of the company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

22. Finishing at Night

- 22.1 When an employee working overtime finishes work at a time when the usual means of transport are not available, the company will:
- (1) provide transport or pay the employee at the employee's ordinary rate for the time taken to reach home;
 - (2) pay the employee any additional cost incurred in reaching the employee's home by reasonable means of transport.
- 22.2 No employee under 18 years of age is to be required to work beyond 9.00 pm except in exceptional circumstances when the company will provide transport to the employee's home.

23. Travelling Expenses

- 23.1 When an employee on duty is required to go to any place away from the employee's usual place of employment all reasonable expenses actually incurred will be paid.
- 23.2 Any employee required by the company to provide a motor vehicle must be paid \$64.50 per week (for a vehicle 1500cc and under) or \$79.70 per week (for a vehicle over 1500cc).
- 23.3 If an employee is required by the company to use the employee's motor vehicle on a casual or incidental basis, the employee is to be paid 56 cents per kilometre travelled during such use.
- 23.4 If the company provides a motor vehicle to an employee the company will pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses for the vehicle.
- 23.5 The company must pay the employee half pay for travelling time in excess of that normally travelled if:
- the employee is required to go somewhere other than the normal workplace; and
 - it is out of hours.

24. Higher Duties

If an employee is required to work in a position for at least 1 day which is paid at a higher rate than the employee's usual work the employee is entitled to the higher rate of pay.

25. Termination of Employment

The employment of a full-time, part-time or casual employee may be terminated by the giving by either party of the following periods of notice or by the payment or forfeiture as the case may be of the following periods of pay in lieu of notice.

Employee's period of continuous service with the company	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

This period of notice is to be increased by one week where the employee is:

- (1) over the age of 45 years; and
- (2) has completed 2 years of continuous service with the company at the time of giving notice.

- 25.2 Nothing in this agreement affects the right of the company to dismiss an employee without notice in the case of misconduct.
- 25.3 An employee with more than 2 months service on leaving or being discharged must, upon request, be given a certificate of service in writing containing, at least, information as to the length and nature of employment.

26. Redundancy and Change

26.1 See *Employment Protection Act 1982*.

26.2 Where, on account of the introduction or proposed introduction by the company of mechanisation or technological changes in its business or the business of any associated or related company, the company proposes to terminate the employment of an employee who has been employed by the company for the preceding 12 months, the company must give the employee 1 month's notice of the termination of the employee's employment; provided that, if the employment of such an employee is terminated and the company fails to give such notice in full:

- (1) the company must pay the employee at the employee's ordinary rate of pay, for a period equal to the difference between 1 month's notice and the period of notice given;
- (2) the period of notice required by this clause to be given must be deemed to be service with the company for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts, and

26.3 The right of the company summarily to dismiss an employee for the reasons specified in clause 25, Termination of Employment, must not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of the employee's employment.

26.4 Where the company proposes to introduce into its business mechanisation or technological changes which will result in one or more employees of the company becoming redundant, 1 months notice is required. If it is not practicable for the company to give such notice, then the company must give it as soon as possible.

26.5 The notices to be given in accordance with this sub-clause are notifications in writing to:

the Industrial Registrar; and

the Secretary of the union.

26.6 The notifications must include the number of persons to become redundant

their occupation, and

the approximate date when their employment is likely to terminate.

26.7 If the company does not re-engage a casual employee whose terms and conditions of employment are covered by this agreement for any of the following reasons:

- (1) general economic downturn, or
- (2) company restructuring, or
- (3) introduction of technological change

the company will pay the casual employee, in addition to any other amount to which the employee is entitled, an amount calculated as follows:

Period in which employee has been engaged continuously by the company as a casual employee	Severance Payment	
	If employee is under 45 years of age	If employee is 45 or more years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks pay	5 weeks pay
2 years and more but less than 3 years	7 weeks pay	8.75 weeks pay
3 years and more but less than 4 years	10 weeks pay	12.5 weeks pay
4 years and more	12 weeks pay	15 weeks pay
5 years and more but less than 6 years	14 weeks pay	17.5 weeks pay
6 years and more	16 weeks pay	20 weeks pay

- 26.8 "week's pay" for the purpose of this sub-clause means the amount paid to the employee for the employee's rostered ordinary hours of work in the 5 working days immediately preceding the day on which the company advises the employee that the employee will not be re-engaged.
- 26.9 Full time and part time employees will receive the severance payments specified in clause 26.7 in the event that their position is made redundant, in addition to any other payment to which they are entitled.
- 26.10 Notwithstanding any other provisions of this agreement, there is no entitlement to redundancy or severance pay on the termination of any employee's employment where:
- (1) the employee is offered an adequate alternative position within the company or related companies; and
 - (2) where the company finds the employee adequate alternative employment external to the company.
- 26.11 Where the company has made a definite decision to introduce major changes in production, organisation, structure or technology that are likely to have significant adverse effects on the majority of employees at a workplace covered by this agreement, the company must notify the employees who may be affected by the proposed changes and the union.

For the purposes of this clause "significant adverse effects" means termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, a reduction in the available hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided where this agreement provides for alteration of any of the matters referred to above, an alteration is not deemed to have significant adverse effects.

The company must discuss with the employees affected and the union the introduction of the changes referred to above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of the changes on employees. The company will promptly consider any relevant matter raised by employees or the union in relation to the changes.

The discussion must start as early as practicable after a definite decision has been made by the company to make the changes referred to in this clause.

For the purpose of the discussion the company must make available to affected employees and the union relevant information about the changes including the nature of the changes and the expected effects on employees. Nothing in this clause requires the company to disclose confidential information the disclosure of which would adversely affect the company or its business.

27. Bereavement Leave

- 27.1 Each Full-Time and Part-Time Employee is Entitled to a Maximum 2 Days Leave Without Loss of Pay on Each Occasion and on Production of Satisfactory Evidence of the Death in Australia of the Employee's Husband, Wife, Father, Mother, Brother, Sister, Child, Stepchild, Grandchild, Grandparents Or Parents-in-Law. for the Purposes of This Provision the Words "Wife" and "Husband" Include De Facto Wife Or Husband and the Words "Father" and "Mother" Must Include Foster Father Or Mother and Stepfather Or Mother.
- 27.2 In addition to clause 27.1, each full-time and part-time employee is also entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother where the employee travels outside Australia to attend the funeral.
- 27.3 Casual employees who first worked for the company at least 12 months before the leave is taken will be entitled to the leave set out in clause 0 and 0 in circumstances where the casual employee has been rostered on to work for the company on the day or days that leave is taken.

28. Accident Pay

- 28.1 See *Workers Compensation Act 1987* and *Workplace Injury Management Act 1998*.

29. Jury Service

- 29.1 A full-time or part-time employee required to attend for jury service during the employee's ordinary working hours must be reimbursed by the company an amount equal to the difference between the amount paid in respect of the employee's attendance for jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 29.2 An employee must notify the company as soon as possible of the date upon which the employee is required to attend for jury service. The employee must give the company proof of the employee's attendance, the duration of such attendance and the amount received in respect of such jury service.

30. Parental Leave

- 30.1 See Chapter 2, Part 4 of the *Industrial Relations Act 1996*.

31. First-Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications (such as a certificate from the St John Ambulance) must be paid an allowance of \$9.00 per week if the employee is appointed by the company to perform first-aid duty.

32. Agreement Display

A copy of this agreement must be displayed in a conspicuous place at each of the company's premises referred to in clause 5, Enterprise.

33. Notice Board

The company will permit the union to display notices dealing with legitimate union business on a notice board provided the notices are authorised by an accredited union representative. Any unauthorised notice may be removed.

34. Training

34.1 The parties to this agreement recognise that in order to increase the efficiency, productivity and competitiveness of the company's business, a continued commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (1) developing a more highly skilled and flexible workforce;
- (2) providing employees with career opportunities through appropriate training to acquire additional skills, and
- (3) removing barriers to the use of relevant skills.

34.2 Following consultation with employees, the company should develop a training programme consistent with:

- (1) its current and future skill needs;
- (2) the size, structure and nature of its operations, and
- (3) the need to develop vocational skills relevant to the enterprise.

34.3 In developing a training programme the company should:

- (1) disseminate information on the training programme and the availability of training courses and career opportunities to employees;
- (2) monitor and advise on the on-going effectiveness of the training, and
- (3) make suggestions on specific training needs.

34.4 Any training undertaken at the company's direction will occur during the employee's usual working hours without loss of pay to that employee.

34.5 Any costs associated with standard fees for prescribed course and prescribed text books (excluding those text books which are available in the company's library) incurred in connection with the undertaking of training must be reimbursed by the company upon production of evidence of the expenditure. The reimbursement is subject to the presentation of reports of satisfactory progress.

34.6 Travel costs incurred by employees undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the company.

34.7 Employees should undertake such training and re-training as required by the company.

35. Labour Flexibility

35.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, an employee can perform any work in the enterprise within the scope of the employee's skills and competence by agreement.

35.2 Discussions will be held at the workplace regarding employees performing a wider range of tasks, the removal of demarcation barriers and participation in additional training.

35.3 Despite the provisions of sub-clause 35.2, employees must perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

35.4 Employees must perform such work as is reasonable and lawfully required of them by the company, including accepting instructions from authorised personnel.

- 35.5 Employees must comply with all reasonable requests to transfer or to perform any work provided for by this agreement.
- 35.6 Employees must take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 35.7 Employees must not impose or continue to enforce existing demarcation barriers between the work covered by this agreement provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 35.8 Employees must not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- 35.9 Employees must not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between the company and employees has taken place.

36. Grievances and Disputes Procedure

36.1 Grievances Procedure

- (1) The employee may be represented, if the employee so chooses, by a support person which may include the union.
- (2) An employee must notify the company of the substance of the employee's grievance, request a meeting with the company for discussions and state the remedy sought by the employee.
- (3) A grievance must initially be dealt with between the employee and the employee's direct supervisor. If the matter cannot be resolved at that level it must be referred to management of the company for resolution. If the matter is not resolved at that level, discussions will take place between a representative of the employee and a representative of the company with a view to resolving the matter.
- (4) Reasonable time limits will be allowed for discussion at each level of authority.
- (5) At the conclusion of the discussion, the company will provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (6) While the above procedure is being followed, normal work must continue.

36.2 Disputes Procedure

- (1) A question, dispute or difficulty regarding employment must initially be dealt with as close to its source as possible.
- (2) Accordingly, any such question, dispute or difficulty will initially be dealt with between a representative of the employees concerned and their direct supervisor.
- (3) If the matter is not resolved at that level, it will be referred to company management and the union for discussion.
- (4) If the matter cannot be resolved at that level, it will be referred for determination to a committee comprising 1 representative nominated by the employees and 1 representative nominated by management of the company.

- (5) If the matter cannot be resolved at that level it will be referred to the Industrial Relations Commission for determination in accordance with the provisions of the *Industrial Relations Act 1996*.
- (6) While the above procedure is being followed, normal work must continue.

37. Occupational Health and Safety

- 37.1 The company and each employee covered by this agreement must co-operate positively in respect of their obligations pursuant to the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001.
- 37.2 As part of its commitment to occupational health and safety, the company encourages all employees not to smoke. Subject to any relevant legislation, employees may smoke in any designated area of the company's premises which is not an enclosed space.

38. Superannuation

- 38.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation Resolution of Complaints Act 1993* (Cth) and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 38.2 The company will pay superannuation contributions referred to in this clause on behalf of employees to a complying superannuation fund.

39. Preservation of Existing Rates of Pay and Conditions of Employment

The rate of pay and conditions of employment applying to an employee before the operative date of this agreement must not be altered as a consequence of the coming into effect of this agreement except where such rate or condition of employment is less favourable than the rate of pay or condition of employment prescribed by this agreement in which case that existing rate of pay or condition of employment shall be altered so as to be no less favourable than the rate of pay or condition of employment prescribed by this agreement.

40. Discussions on New Agreement

The parties agree to consult employees in relation to a new agreement no later than 3 months before the nominal term of this agreement expires.

41. Anti-Discrimination

- 41.1 It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 41.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 41.3 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.
- 41.4 Nothing in this clause is to be taken to affect:

- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (2) offering or providing junior rates of pay to persons under 21 years of age;
- (3) any act or practice of a body established to propagate religion which is exempted under s56(d) of the *Anti-Discrimination Act 1977*;
- (4) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

41.5 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.

42. Increases in Allowances

In the event that an allowance prescribed in this agreement falls below the rate prescribed for the same allowance in the Clerical and Administrative Employees (State) Award (NSW) during term of this agreement, the company will pay the higher allowance rate to its employees where applicable.

Signed for and on behalf of the parties.

Signed for and on behalf of)
 Trading Post Australia Pty Limited)
)

 Witness

 Authorised representative
 Trading Post Australia Pty Limited
 ABN 38 001 821 156

 Bridget Collier
 Name of witness
 (Block Letters)

 Michael Milburn
 Name of Authorised Representative
 (Block Letters)

Signed for and on behalf of)
 New South Wales)
 Local Government,)
 Clerical, Energy, Airlines)
 and Utilities Union)
 (United Services Union))
 in the presence of:)

 Witness

 Executive President

 Holger Mette
 Name of witness
 (Block Letters)

 Michael R. Want