

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/248

TITLE: Shop Distributive and Allied Employees Association, New South Wales - Just Jeans Group Pty Ltd, New South Wales Distribution Centres Agreement 2005

I.R.C. NO: IRC5/4060

DATE APPROVED/COMMENCEMENT: 16 August 2005 / 16 August 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/328.

GAZETTAL REFERENCE: 23 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 49

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Just Jeans Group Pty Ltd, including Peter Alexander, and the Shop Distributive and Allied Employees' Association, New South Wales engaged only in the N.S.W. Warehouses and Distribution Centres of Just Jeans Group Pty Ltd, who fall within the coverage of the Warehouse Employees' - General (State) Award.

PARTIES: Just Jeans Group Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales

SHOP DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION, NEW SOUTH WALES - JUST JEANS GROUP PTY LTD, NEW SOUTH WALES DISTRIBUTION CENTRES AGREEMENT 2005

PART 1

APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be referred to as the "Shop, Distributive and Allied Employees' Association, New South Wales - Just Jeans Group Pty Ltd, New South Wales Distribution Centres Agreement 2005.

2. Arrangement

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3. Anti-Discrimination

- 3.1 It is the intention of the Union and Just Jeans to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.
- 3.4 Nothing in this clause is to be taken to affect:
 - 3.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 3.4.2 Offering or providing junior rates of pay to persons under 21 years of;
 - 3.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

3.4.4 A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

3.5 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.

3.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

3.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

4. Definitions

"Ordinary Pay" in relation to any employee means the normal weekly rate of pay as prescribed in Clause 12.1.

"An employee" is anyone engaged on a full-time, part-time, casual or temporary basis.

"The Employer" and / or "the Company" as referred to in this document refers to Just Jeans Group Pty Ltd., including Peter Alexander.

"The Union" as referred to in this document refers to the Shop, Distributive and Allied Employees' Association, New South Wales (SDA).

"Regular Casual" is a Casual employee with at least twelve months continuous service and who have regularly worked over the last twelve months on a weekly basis or on an otherwise regular basis.

5. Commencement Date of Agreement & Period of Operation

5.1 This Agreement shall operate from the date of certification and shall expire on 1st August 2007.

5.2 It is agreed that negotiations between the parties in regard to reaching a new agreement will commence 1st April 2007, with the aim of being completed no later than 1st August 2007.

5.3 The Union has expressed apprehension that economic circumstances are unpredictable. The Agreement has been accepted with a view to achieving stability in the best interests of employers and employees. It is agreed that if any significant circumstances arise which are shown to be an impediment to the stability of the Agreement the parties will confer.

6. Parties Bound and Area of Operation

6.1 This Agreement shall be binding on Just Jeans Group Pty Ltd, including Peter Alexander, and the Shop, Distributive and Allied Employees' Association, New South Wales and its officers and members in respect of employees of the Company engaged only in the N.S.W. Warehouses and Distribution Centres of Just Jeans Group Pty Ltd.

6.2 This Agreement will be read in conjunction with the terms of the Warehouse Employees' General (State) Award. To the extent of any inconsistency between the terms of the Award and this Agreement, the provisions of this Agreement will prevail.

PART 2

COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

7. Introduction of Change

7.1 Notification

Where Just Jeans has made a definite decision to introduce major changes which are likely to have significant effects on employees, Just Jeans shall notify the employees who may be affected by the proposed changes and the Union.

"Significant effects" include termination of employment; major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities, or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have a significant effect.

7.2 Discussion

Just Jeans shall discuss with the employees affected and the Union, the introduction of the changes referred to in sub-clause 7.1, the effects that the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the Union in relation to the changes.

The discussions shall commence as soon as practicable after a definite decision has been made by Just Jeans to make the changes referred to in sub-clause 7.1.

For the purposes of such discussion, Just Jeans shall provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information, the disclosure of which would be harmful to Just Jeans interests.

8. Grievance Procedures

It is agreed that every endeavour will be made to amicably settle any grievance which may arise in the warehouse by direct negotiation and consultation between the parties to this Agreement. To facilitate the settlement of any such grievances, the following channel of communication shall apply:

- (a) The accredited representative of the Union in the warehouse shall discuss the matters affecting the employees he/she represents with the foreman or supervisor in charge of the work.
- (b) If agreement is not reached at this level the accredited representative of the Union shall approach the Industrial Officer or company official appointed for further discussions.
- (c) If the matter is not resolved at these discussions the accredited representative of the Union shall notify the Secretary of the Union of the nature of the grievance and discussions shall then be carried out between representatives of the management and the Union.
- (d) If the matter in dispute is not settled after carrying out the foregoing procedure it shall be referred to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.

9. Warning Procedures

Termination of Employment of an employee by the Company is a serious matter and will only occur through Instant Dismissal or after documented warnings. The procedure to be implemented is as follows:

9.1 Summary Dismissal

There will be occasions when the circumstances of the case are of such a serious nature as to justify instant dismissal. These cases would encompass instances of serious and/or wilful misconduct.

Eg. theft, malicious damage, dishonesty, neglect of duty, absence from work without reasonable cause.

In such instances the employee will be dismissed instantly and paid up to the time of dismissal only.

All other cases - documented warnings will occur after counselling with the employee on poor work performance. In these circumstances a discipline interview is to be instigated as per the procedure in subclause 9.2.

9.2 Counselling Procedure

Stage One

First Discipline Interview:

When an employee's work performance is below standard the manager will speak with the person concerned immediately. The employee will be informed of the areas where work performance needs to improve and will be invited to comment on issues raised. An action plan on how to improve will be decided, with specific time frames.

The Manager will fully explain the discipline process to the employee. ie first warning, second warning, termination. The Manager will advise the employee that the union delegate will be present unless otherwise indicated by the employee. The Manager will advise the delegate accordingly. The Manager will also explain the reason for the talk and any comments the employee wishes to make will be recorded on Stage 1 of the Disciplinary Interview Form. Such form should be signed by both parties representing a fair and accurate record of the talk. A copy of the Discipline Interview Form will be provided to the employee and will be filed for potential future use with the Personnel Department.

Stage Two

First Warning:

If after completion of the action plan no improvement is shown the employee will be officially warned without delay in the presence of the union delegate.

The employee will be informed of the areas where work performance needs to improve and the specified time period which performance must improve. The employee will be invited to comment on the issues raised. The reason for the warning and any comment the employee wishes to make will be recorded on stage two of the discipline interview form. Such record should be signed by both parties as representing a fair and accurate record. Prior to signing the document the Manager will ask the employee if the employee would like the opportunity to consider what has been written and return the discipline interview form within 24 hours.

Stage Three

Second Warning:

Again, if no improvement is shown within the specific time frame given in stage two the employee will be officially warned without delay and the same procedure will be adhered to as applies to a first warning.

The employee will be informed of the areas where work performance needs to be addressed and will be invited to comment on the issues raised. The reason for the warning will be recorded as will any written comments the employee wishes to make. Such record should be signed by both parties as representing a fair and accurate record. Prior to signing the document the Manager will ask the employee if the employee would like the opportunity to consider what has been written and return the discipline interview form within 24 hours.

The employee will be advised that this is a second and final warning and a significant improvement is expected. The employee will also be informed that failure to show the required improvement within a specified time frame may result in termination of employment.

Stage Four

Termination of Employment:

On the occasion of a further incidence of unacceptable work performance the employee's employment with the employer will be terminated. The employee will be informed of the deficiencies in his/her work performance that have led to this decision. The employee will be invited to comment on the issues raised.

The reason for the termination will be recorded as will any written comments the employee wishes to make. Such record is to be signed by both parties as representing a fair and accurate record.

Documentation

In all instances when a discipline interview or warning is given the Discipline Interview Form (see Appendix 1) and an Action Plan for improvement must be completed and signed by both parties.

Period of Warnings

First Discipline Interview - 3 months.

First warning (i.e. a further warning received while a first warning period is still in force) - 6 months.

Second warning (i.e. a further warning received while a second warning period is still in force) - 9 months.

PART 3

Employer and Employees' Duties, Employment Relationship and Related Arrangements

10. Terms of Engagement

10.1.1 An employee is to be engaged as a weekly (full-time or part-time), fixed term or casual employee. A weekly employee is one engaged by the week and paid weekly and whose engagement shall be terminable in accordance with subclause 10.6.

10.1.2 Just Jeans will give preference to full-time and part-time employment subject to operational requirements of the business. The Employer shall meet with the Union Delegate once every six (6) months to hold full, open and detailed discussions reviewing the implementation of this preference for permanent employment and regarding opportunities and measures to increase the level of permanent employment on site.

10.2 An employee may be engaged as a permanent part-time employee in accordance with the following:

- (i) the employee shall be engaged for an agreed number of hours per week within the ordinary span of hours;
- (ii) the agreed hours referred to in (i) above shall fall within the following parameters:
 - a minimum of four hours and a maximum of eight hours on any day Monday to Friday.
 - a minimum of twelve hours and a maximum of thirty-two hours in any week Monday to Friday.
 - fixed commencing and finishing times on each day Monday to Friday.
- (iii) Once established, the agreed hours, meaning both the number per week and the commencing and finishing times each day, may be altered by genuine consent between the employee and employer.

- (iv) The ratio of permanent part-time employees to full-time employees shall not exceed 1 : 3.
- (v) A permanent part-time employee working hours in addition to their agreed weekly hours, within the span of ordinary hours and up to the maximum ordinary hours of 32 per week, shall be paid for such work at the overtime rates as prescribed in Clause 20.
- (vi) A permanent part-time employee working hours in excess of the maximum ordinary hours of 32 per week or outside the span of ordinary hours, shall be paid for such work at the overtime rates as prescribed in Clause 20.
- (vii) All other terms and conditions of employment for permanent part-time employees shall be in accordance with the provisions of this Agreement. All accrued entitlements shall be calculated on a pro-rata of full-time entitlements, based upon the permanent part-time employees rostered hours per week, or year as appropriate, that is; such entitlements except for Superannuation shall not include "additional hours" worked in accordance with (v) and (vi) above.

10.3.1 The Employer may engage employees on a Fixed Term basis as either full-time or part-time employees provided that:

- (i) Fixed term employees shall only be engaged to meet peak season work demands; subject to paragraph (iii) below;
- (ii) The minimum period of the Fixed Term contract shall not be less than two (2) weeks;
- (iii) The maximum period of the Fixed term contract shall not be more than two (2) months, except where the sole purpose is the replacement of an employee on long term leave including Parental Leave, worker's compensation or Long Service Leave; and
- (iv) The period of the Fixed Term contract may be extended, by agreement with the employee, on one occasion only provided that it shall not exceed the maximum period provided for in sub-paragraph (iii) of this subclause.

10.3.2 Prior to commencement of a Fixed Term contract, the employee shall be advised in writing of the nature of the work, specifying the days of the week and the hours on each day to be worked and the commencing and ceasing dates of their Fixed Term employment.

10.3.3 Fixed Term employment may be terminated by either party in accordance with the provisions of Clauses 10.6 Termination of Employment and 7 Introduction of Change and Appendix 3 Redundancy Provisions.

10.3.4 Fixed Term employment shall be voluntary. Existing employees, who at the time of making this Agreement, are covered by savings provisions contained in this Agreement shall continue to be entitled to such savings provisions whilst engaged on Fixed Term.

10.3.5. Where a Fixed Term contract is offered and accepted by persons already employed by Just Jeans Group Pty Ltd, those employees shall not lose any rights they may have under Part VIA Division 3 of the Workplace Relations Act 1996 (Cth) (as amended).

10.3.6 Where an employee varies their employment contract to a Fixed Term contract, such an employee shall, at the conclusion of the Fixed Term period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the Fixed Term contract, including any voluntary work provisions that applied prior to the Fixed Term contract.

10.3.7 All conditions of employment provided by this Agreement shall apply to Fixed Term employees on a pro-rata basis, as determined by the days, hours and length of the contract.

10.4.1 A casual employee shall be guaranteed not less than four hour's engagement every start and shall be paid at the ordinary wage rate with an addition of a 30% loading. (This loading is inclusive of Annual Leave Entitlements).

10.4.2 All agency casuals will be paid according to the Agreement.

10.4.3 Casual Labour Conditions:

- (i) The following proportions conditions will apply on a daily basis to the use of both directly employed and agency casuals:

P may not exceed 25% where:

$$P = \frac{(d + e)}{(a + b + c + d + e)} \times 100$$

a = number of full-time employees engaged on the books
b = number of part-time employees engaged on the books
c = number of fixed term employees working on that day
d = number of casual employees working on that day
e = number of agency casuals working on that day

- (ii) It is recognised that during peak seasonal and/or promotional periods, the proportion of casuals will exceed this cap. To assist the Employer in such busy periods the Union agrees that this cap may be exceeded, subject to:

- (1) Advance notice to the Union Delegate;
- (2) Any dispute regarding the use or abuse of this provision and / or the regular exceeding of the cap will be resolved in accordance with Clause 8 Grievance Procedures; and
- (3) The parties will exchange letters, to be read in conjunction with this provision, detailing that the Employer contemplates the use of this provision on approximately 25% of weeks falling in any year.

- (iii) On each occasion that the Employer requires to engage casuals in excess of the cap, the Employer will first offer overtime to weekly and fixed term employees.

- (iv) These casual labour conditions are to be expressly read in conjunction with subclause 10.4.1. If the casual labour conditions prove impractical and/or unsatisfactory for the Employer, the Employer will have the option of returning to the casual loading arrangements that applied in the pre-existing Agreement - Shop, Distributive and Allied Employees' Association, New South Wales - Just Jeans Group Pty Ltd, New South Wales Distribution Centres Agreement 2000. The provisions of this subclause (10.4.3) will cease to operate and the applicable casual loading will increase to 33.3% in subclause 10.4.1. Should the Employer choose to exercise this option, it shall provide the Union with one month's notice of the change.

10.5.1 To be entitled to the weekly wage a weekly employee shall be available, ready and willing to perform his/her usual work during the days and hours usually worked by such class of employee. Provided that an employer may deduct payment for time lost during which the employee cannot usefully be employed by reason of any strike, breakdown of machinery or other cause for which the employer cannot reasonably be held responsible.

10.5.2 Where practicable the employer shall give 24 hours' notice of stand-down, as provided for in sub-clause 10.5.1 and notify the Union prior to the commencement of the stand-down.

10.6 Termination of Employment

Notice of termination by employer

10.6.1

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in subclause (a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in subclause (a) and/or (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including dishonesty, misconduct, neglect of duty, or for absence from work without reasonable cause or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) For the purpose of this clause, continuity of service shall be calculated in the manner prescribed in clause 23 of this Agreement.

Notice of termination by employee

10.6.2 The notice of termination required to be given by an employee shall be one week.

Subject to financial obligations imposed on an employer by an Act, if an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice from any money due to the employee under this award.

Time off work during the notice period

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

Statement of employment

10.6.4 The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

Summary dismissal

10.6.5 Notwithstanding the provisions of subclause 10.6.1(a) hereof, the employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal.

Unfair dismissals

10.6.6 Termination of employment by the employer will not be harsh, unjust or unreasonable. For the purpose of this clause, termination of employment shall include termination with or without notice.

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

11. Advertising Vacancies

The employer will advertise all vacancies within the warehouse internally to allow all employees to offer themselves for promotion/selection.

PART 4

Wages and Related Matters

12. Classifications and Rates of Pay

12.1 Rates of Pay

12.1.1 Weekly Rates of Pay are:

	Prior to 1 August 2005	From 1 August 2005	From 1 August 2006
Grade 1	668.90	694.32	720.70
Grade 2	687.80	713.94	741.07
Grade 2A	700.60	727.22	754.86
Grade 3	722.40	749.85	778.35
Grade 4	744.50	772.79	802.16

12.1.2 Total wages shall be calculated to the nearest 10 cents.

12.2 Classifications

Subject to 12.3 the following classifications will apply:

12.2.1 STOREWORKER GRADE 1

Indicative Tasks/Functions

Unpacking, sorting, ticketing.

Points of Entry

* New Employee

Skills/Duties

1. Responsible for the quality of their own work subject to detailed direction.
2. Works in a team environment and/or under routine supervision.

3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses basic interpersonal and communication skills.
6. Indicative of the tasks which an employee at this level may perform are the following:
 - storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - preparation and receipt of appropriate documentation including liaison with suppliers;
 - allocating and retrieving goods from specific warehouse areas;
 - basic operation of VDU or similar equipment;
 - periodic stock-checks;
 - responsible for housekeeping in own work environment;
 - use of non licensed material handling equipment.

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

12.2.2 STOREWORKER GRADE II

Indicative Tasks/Functions

Ticket Making
Order Picking Grade II
Forklift Driving Grade IIA

Points of Entry

- * Storeworker Grade 1.

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

Skills/Duties

1. Able to understand detailed instructions and work from procedures.
2. Able to co-ordinate work in a team environment under limited supervision.
3. Responsible for quality of their own work.
4. Possesses sound interpersonal and communication skills.
5. Indicative of the tasks which an employee at this level may perform are the following:
 - licensed operation of all appropriate materials handling equipment;
 - use of tools and equipment within the warehouse (basic non-trades maintenance);

VDU operation at a level higher than that of an employee at Storeworker 1 level.

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

12.2.3 STOREWORKER GRADE III

Indicative Tasks/Functions

High Rise Order Picking
Key Punch Operator
Leading Hand in charge of less than 10

Points of Entry

* Storeworker Grade II.

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

Skills/Duties

1. Understands and is responsible for quality control standards.
2. Possesses an advanced level of interpersonal and communication skills.
3. Competent keyboard skills.
4. Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
5. May perform work requiring minimal supervision either individually or in a team environment.
6. Indicative of the tasks which an employee at this level may perform are the following:-

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

operation of all materials handling equipment under license;

development and refinement of a store layout including proper location of goods and their receipt and despatch.

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

12.2.4 STOREWORKER GRADE IV

Indicative Tasks/Functions

Leading Hand in charge of

10 or more employees

Points of Entry

- * Storeworker Grade III.

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

Skills/Duties

1. Implements quality control techniques and procedures.
2. Understands and is responsible for a warehouse or a large section of a warehouse.
3. Highly developed level of interpersonal and communication skills.
4. Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
5. Exercises discretion within the scope of this grade.
6. Exercises skills attained through the successful completion of an appropriate warehousing certificate.
7. Indicative of the tasks which an employee at this level may perform are the following:

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

detailing and co-ordinating activities of other storeworkers;

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

12.2.5 To determine the appropriate rate of pay for an employee in each classification in this sub-clause, service under any other contract of employment with the same employer in the same section of the industry in the previous 12 months shall be credited to the employee, as being service under the employee's present contract of employment.

12.3 New Classification Definitions

Classification definitions relevant to the multi-skilling requirements have been introduced will be introduced as follows:

Grade 1 - Entry point for new employees (6 months training).

Grade 2 - Multi-skilled in all tasks and functions excluding Forklift driving and high-rise order-picking.

Grade 2A - Multi-skilled in all tasks and functions including Forklift driving.

Grade 3 - Multi-skilled in all tasks and functions including Forklift driving and high-rise order picking. Leading hand in charge of less than 10 employees.

Progression to Grade 2A and 3 will occur when vacancies arise and will be advertised throughout the centre.

Multi-skilling Training will commence firstly for Grade 1 employees to facilitate their progression to Grade 2. Grade 2A, 3 and 4 employees will also be trained in Multiskilling.

Training will be provided to all employees. All employees shall undertake the Multi-skilling Training.

13. Mixed Functions

- 13.1 Where a weekly employee is put to work temporarily at a classification higher than that under which he/she was engaged or deemed to be working, he/she shall be paid as follows:

Up to two hours on any one day the rate prescribed for such higher classification with a minimum of one hour.

Over two hours on any one day a full day's pay at the rate prescribed for such higher classification.

Over sixteen hours in any one week a full week's pay at the rate prescribed for such higher classification.

- 13.2 A weekly employee shall not suffer any reduction in wages during any week by reason of his/her having been put to work for a part of such week at a classification lower than that under which the he/she was engaged or deemed to be working.

14. Payment of Wages

- 14.1 Wages shall be paid weekly according to a weekly average of ordinary hours worked.
- 14.2 In the case of a casual employee, wages shall be paid weekly according to the actual hours worked each week.
- 14.3 All wages due shall be paid not later than Wednesday after each pay period, and must be paid during working hours.
- 14.4 Each employee shall be supplied on or before pay day with a statement in writing showing the amount of ordinary pay, overtime, penalty rates, annual leave credits, sick leave credits, superannuation contribution and allowances and the amount of deductions for any purpose in respect of the amount paid. Information on sick leave credits will be progressively introduced from the date of each employees employment anniversary.
- 14.5 Wages may be paid by electronic funds transfer. Provided that where wages are paid by electronic funds transfer costs associated with the introduction and operation of electronic funds transfer shall be paid for by Just Jeans.

Each employee shall be entitled to a payment of \$.2.60 (this is not an allowance).

15. Allowances

- 15.1 Meal Allowance

An employee required to work overtime for any period or periods which total on any day or any shift in excess of one hour shall be paid an allowance of \$11.31 as meal money. Provided that where such overtime exceeds a total of four hours, a second meal allowance of \$11.31 shall be paid.

An employee required to work in excess of four hours overtime on a Saturday and/or Sunday shall be paid a meal allowance of \$11.31. Provided that where such overtime exceeds eight hours on a Saturday and/or Sunday, a second meal allowance of \$11.31 shall be paid.

Meal allowances shall be paid in the weekly wage.

Meal allowance shall be increased as follows:

1 August 2005	\$11.31
1 August 2006	\$11.74

15.2 Transport Allowance

Where an employer occasionally requires an employee to use his/her own motor vehicle in the performance of his/her duties such employee shall be paid an allowance of not less than 56 cents per kilometre.

Transport allowance shall be increased as follows:

1 August 2005	\$0.56
1 August 2006	\$0.58

15.3 First Aid Allowance

- (a) An employee qualified to St. John Ambulance standard or equivalent, appointed to act as the First Aid Attendant shall be paid an allowance of \$14.15 per week.

Should an employer require an employee to undertake a course to qualify to St. John Ambulance standard or equivalent, the employer shall pay for such costs of tuition and required texts (if any) as prescribed by the organisation conducting the course.

- (b) The number of qualified first aid attendants at each workplace shall be in accordance with the New South Wales Occupational Health and Safety Regulation 2001.

First Aid allowance shall be increased as follows:

1 August 2005	\$14.15
1 August 2006	\$14.69

15.4 Payment of Fares

Where an employee is temporarily transferred from one branch of an employer's business to another, and such transfer necessitates the employee paying a higher fare in proceeding to and from his home, such excess amount shall be paid by the employer.

15.5 Unloading Containers

Employees employed in unloading containers shall for each hour they are so employed be paid an additional 47 cents. The allowance will be increased as follows:

1 August 2005	\$0.47
1 August 2006	\$0.48

16. Superannuation

16.1 Definitions

"The Fund". In this Clause all references to "The Fund", shall mean the Clerical Administrative and Retail Employees Superannuation Pty. Ltd. and the Retail Employees Superannuation Trust Fund (REST).

"The Union". In this Clause all references to "The Union" shall mean the Shop, Distributive and Allied Employees' Association.

"Ordinary Pay". In this Clause the terms "Ordinary Pay" shall include the classification rates, supplementary payments where relevant, overaward payments and shift loadings.

16.2 Quantum

Subject to the rules of the fund and subject to the election by the employee, the employer shall contribute to the relevant fund in respect of:

- (i) Eligible full-time and part-time employees 9% of ordinary pay.
- (ii) Eligible casual employees an amount proportionate to the hours of work of full-time employees 9% of ordinary pay per completed module of 36 hours.

The amount of contribution shall rise in accordance with the Superannuation Guarantee Levy.

The ability to opt in and out of the fund as provided within the *Superannuation Guarantee (Administration) Act 1992* (as amended) and the applicable regulations shall not apply.

16.3 Eligibility

The employer should be required to make contributions in accordance with this Clause in respect of:

- (i) All employees upon attaining 6 months service shall become eligible for payments backdated to their date of commencement, but not earlier than 1st February 1987.

16.4 Employee Contributions

Employees who may wish to make contributions to the Fund additional to those being paid by the employer shall be entitled to authorise the employer to pay into the Fund from the employee's wages amounts specified by the employee.

Employee contributions to the Fund requested under this subclause shall be subject to the following conditions:

- (i) The amount of the contribution shall be expressed in whole dollars.
- (ii) The amount of contribution shall not be varied during the currency of the financial year in which the authorisation is made.
- (iii) Employees shall have the right to adjust the level of any contribution made pursuant to this subclause effective from the first full pay period in July each year.

16.5 Frequency of Payment

Each employer shall pay such contributions together with any employee deductions to the Fund in the following manner:

- (i) In respect of full-time employees payments shall be made monthly for pay periods completed in such month; and
- (ii) In respect of part-time and casual employees payments shall be made every three months for pay periods completed in such three months.

Provided that payments may be made at such other times and in such other manner as may be agreed in writing between the trustees of the Fund and the employer from time to time.

16.6 Cessation of Contributions

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

PART 5

Hours of Work, Breaks, Overtime

17. Hours of Work (Day Work)

17.1 Ordinary Hours for a Week's Work

- (a) The average ordinary hours for a week's work shall be 36 hours except in the case of any week in which any of the holidays in clause 29 occurs. It shall be worked as a cycle of 72 hours in any two week period, with one week of 40 ordinary hours and one week being 32 ordinary hours.
- (b) The ordinary hours shall be worked over 9 days each two weeks of not more than eight hours (Monday to Friday, inclusive) each continuously except for meal breaks, with a rostered day off either fixed or varied.
- (c) In any week in which any of the holidays in clause 29 occur the ordinary hours of work shall be reduced by the number of hours regarded as an ordinary day's work for each day on which any of the said holidays occur.

17.2 Span of Ordinary Hours

Span of hours of work for all persons shall be:-

- | | Time of Beginning | Time of Ending |
|--|-------------------|----------------|
| (a) On the ordinary working days of the week | 6.00 am | 7.00 pm |

An employer shall not alter the starting and finishing times in the establishment without giving one week's notice in writing to the employees.

Work before 7am shall be voluntary for all employees who commenced employment prior to 16 March, 2000.

- (b) It is agreed that the increased span of hours in (a) above is primarily to facilitate greater utilisation of permanent part-time employment.

17.3 Actual Hours of Work

Noting the provisions of sub-clause 17.2(a) the actual hours of work shall be 7.30am to 4.00pm Monday to Friday. Full-time employees employed as at 16 August 1994 cannot be required to change their actual hours of work. However if an employee elects to change their actual hours of work, such changed hours shall become their normal weekly hours and shall only be changed further, under the following circumstances:

- (i) A job vacancy at another commencement time becomes available which the employee applies for and is successful in obtaining;
- (ii) An employee of the same grade, commencing work at another time, agrees to permanently change and employer approval is given;
- (iii) An employee may change his/her commencement time with another employee for a minimum of one day to a maximum of one week, on the following basis:

they organise the change in shift with another employee and employer approval is given.

- (iv) Mutual agreement between the employee and employer is reached.

17.4 Meal Breaks

- (a) No employee shall be required to work longer than five hours without a break for a meal of at least half an hour. However an employee may be required to defer the meal break for a short period of time when operational requirements such as the completion of loading or unloading trucks occurs.

- (b) Where a meal break is to be taken immediately prior to or during a period of overtime it shall not exceed one hour in duration.

17.5 Rest Pause

A rest pause of fifteen minutes each morning and a rest pause of fifteen minutes each afternoon shall be allowed to all employees. Such rest pauses are to be counted as time worked and shall be taken at times fixed by the employer, provided that neither rest pauses shall be allowed within one hour of normal commencement or cessation of work.

The employee may be required to defer the rest pause for a short period of time when operational requirements such as the completion of loading or unloading trucks occurs.

18. Afternoon Shift Work

18.1

- (i) Notwithstanding anything elsewhere contained in this Agreement, it is agreed that an employer, may employ employees on afternoon shift in accordance with the provisions of this clause.
- (ii) "Afternoon shift" is defined as any shift finished after 6.30 pm and at or before midnight.
- (iii) The ordinary hours of work for employees on shift work shall not exceed 36 in any week and will be worked in accordance with subclause 17.1. Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. No employee shall be required to work longer than five hours without a break for a meal. Such meal break shall be counted as time worked. Thirty minutes shall be allowed as a break for a meal. An afternoon shift employee shall be allowed a rest period between the start of work and the meal break and a second rest period between the resumption of work after the meal break and the end of the shift.

Each rest period is to be of fifteen minutes duration and are to be taken at such times as may be mutually arranged between the employer and the employees, such breaks to be counted as time worked. Provided that neither rest periods shall be allowed within one hour of normal commencement and/or cessation of work.

The commencing and finishing times of ordinary hours of afternoon shift employees shall be notified by the employer at least fourteen days prior to the commencement of the shift.

- (iv) An afternoon shift employee shall be paid a 30 percent loading in addition to the ordinary rate.
- (v) Afternoon shift employees for all time worked in excess of or outside the ordinary working hours prescribed by this clause shall be paid under provisions of Clause 20 and Clause 15.1 of this Agreement.

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

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

- (vi) Afternoon shift employees, for all time worked on a Sunday or holiday shall be paid the rates prescribed by Clause 21 of this Agreement.

19. Night Shift Work

19.1

- (i) Notwithstanding anything elsewhere contained in this Agreement, it is agreed that an employer, may employ employees on night shift in accordance with the provisions of this clause.
- (ii) "Night shift" is defined as any shift commencing at or between 11.00pm and 4.00am.
- (iii) The ordinary hours of night shift employees shall not exceed 36 in any week and will be worked in accordance with subclause 17.1. Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. No employee shall be required to work longer than five hours without a break for a meal. Such meal break shall be counted as time worked. Thirty minutes shall be allowed as a break for a meal. A night shift employee shall be allowed a rest period between the start of work and the meal break and a second rest period between the resumption of work after the meal break and the end of the shift.

Each rest period is to be of fifteen minutes duration and are to be taken at such times as may be mutually arranged between the employer and the employees, such breaks to be counted as time worked. Provided that neither rest periods shall be allowed within one hour of normal commencement and/or cessation of work.

The commencing and finishing times of ordinary hours of night shift employees shall be notified by the employer at least fourteen days prior to the commencement of the shift.

- (iv) A night shift employee shall be paid a 35% loading in addition to the ordinary rate.
- (v) The minimum rate to be paid to a night shift employee for work performed between midnight on Friday and midnight on Saturday shall be the rate for overtime work as prescribed in Clause 20 of this Agreement.
- (vi) Night shift employees, for all time worked in excess of or outside the ordinary working hours prescribed by this clause or on a shift other than a rostered shift shall be paid under the provisions of Clause 20 and Clause 15.1 of this Agreement.

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

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

- (vii) Night shift employees, for all time worked on a Sunday or holiday, shall be paid the rates prescribed by Clause 21 of this Agreement.

19.2 For all purposes of administering this clause, a public holiday shall be deemed to be the day on which the normal shift would have been worked. An employee shall not be required to work more than one shift in each 24 hours.

20. Overtime

- (a) The following rates shall be paid for all work done outside the times of beginning and ending work as prescribed in sub-clause 17.2(a) or, in excess of the ordinary hours prescribed in sub-clause 17.1(b) or within such spread, in excess of 72 hours in any two week period

- time and a half for the first two hours and double time thereafter calculated on a daily basis. Provided that when double time becomes payable it shall continue until the completion of the overtime work.

Provided that work on the rostered day off shall be paid at the rate of double time.

- (b) An employee recalled to work overtime after leaving the employer's business premises shall be paid for a minimum of three hours' work at the appropriate rate for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.
- (c) Overtime shall be offered on a fair and equitable basis. Generally access to overtime will be first offered to weekly and fixed term employees before being offered to casual employees. However, access to and the offer of overtime will be dependent upon availability of employees, the quantum of overtime available, time limitations to be achieved and the retention of flexibility by the Company.

21. Special Rates for Sundays, Public Holidays & Union Picnic Day

21.1 Public Holidays

Double time and a half shall be the rate for all work done with a minimum payment as for three hours on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Show Day, Melbourne Cup Day, Christmas Day, Boxing Day.

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

21.2 Sundays and Union Picnic Day

Double time shall be the rate for all work done with a minimum payment as for 3 hours on Sunday and for Union Picnic Day. Provided further that the special rate payable for the Shop, Distributive and Allied Employees' Association Picnic Day, shall be payable to any member of the Shop, Distributive and Allied Employees' Association who is entitled to be granted a holiday on that day.

Satisfactory evidence of attendance will be provided by the Union and must be handed to the employer on the working day following the Union Picnic Day. Employees failing to supply such proof of attendance will not be paid for the day absent.

22. Rostered Days Off

- 22.1 Rostered days off are unpaid days.
- 22.2 The minimum period of notification of the rostered day off is 14 days.
- 22.3 An employee is entitled to 26 rostered days off without pay in any 12 month period. This includes 2 rostered days off to be taken in conjunction with annual leave.
- 22.4 An individual employee, with the agreement of the employer may be substitute his/her rostered day off for another day.
- 22.5 An employee who is requested and elects to work on his/her rostered day off, and does not take a substitute day, shall be paid double time for all hours worked.
- 22.6 Where a public holiday falls on an RDO, the employee shall take, by mutual agreement, another day off in the same or subsequent two week cycle.
- 22.7 By agreement between the Company and an employee rostered days off may be banked to a maximum of five (5) days.

These banked rostered days off may be taken at such a time and in such a manner as is suitable to the employee. However, the Company reserves the right to ensure that operational needs are met.

PART 6

Leave of Absence and Public Holidays

23. Annual Leave

(A)

(1)

- (a) Except as otherwise provided in this Agreement every employee shall at the end of each year of his/her employment by his/her employer become entitled to an annual holiday of 4 weeks on ordinary pay, plus a loading of 17.5%. The quantum of annual leave shall be 144 hours for full time employees and pro-rata for permanent part-time employees.
- (b) The annual leave loading prescribed in this clause shall only apply to weekly employees.
- (c) The annual leave loading shall not be applicable to proportionate leave on termination of employment when the employment is terminated by the employer for serious and wilful misconduct.

(2)

- (a) This sub-clause shall apply to all annual leave where taken according to a roster, in the form of a part close-down or part close-down/part rostered leave.
- (b) Except where agreement is reached in accordance with sub-paragraph (c) hereof, the annual leave shall be given and taken as directed by the employer on the following basis:
 - (i) in one continuous period of 4 weeks, (the four weeks shall be inclusive of 18 working days and two rostered days off); or
 - (ii) in two separate periods, one of which shall be of at least three week's duration.
- (c) Except where the provisions of sub-paragraph (b) hereof are applied, the annual leave may be taken by agreement between the company and the employee(s) on the following basis:
 - (i) in two separate periods, both of which may be of less than three weeks' duration; or
 - (ii) in three separate periods.

In the case of rostered annual leave, agreement shall be between the company and the individual employee.

In the case of a part close-down or a part close-down/part rostered leave, agreement shall be between the employer and the majority of the employees concerned.

- (3) If the employee and the employer so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- (4) The annual leave, shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such leave accrues.
- (5) Except as provided in sub-clause (B) hereof payment shall not be made by the employer to an employee in lieu of any leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.
- (6)
 - (a) The employer shall give each employee at least 4 weeks notice of the date from which his annual leave shall be taken.

- (b) The employer shall pay each employee in advance before the commencement of the employee's annual leave his/her ordinary rate for the annual leave period.
- (7) Where the annual holiday or any part thereof has been taken before the right to the annual leave has accrued the right to further annual leave shall not commence to accrue until after expiration of the year of employment in respect to which the annual leave or part has been so taken.
- (8) Where any public holidays, or Picnic Day, for which the employee is entitled to payment under this Agreement occurs during any period of annual leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of that public holiday or Picnic Day.

(B)

- (1) Where
 - (a) The employment of an employee who has become entitled to the annual leave provided by this Agreement is terminated; and
 - (b) The employee has not taken any part of that holiday - the employer shall be deemed to have given the holiday to the employee from the date of termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to him/her, his/her ordinary rate for the period of that annual holiday.
- (2) Where
 - (a) The employment of an employee who has become entitled to the annual leave provided by this Agreement is terminated; and
 - (b) The employee has taken part of that holiday - the employer shall be deemed to have given the remaining part of that holiday to the employee from the date of termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him/her, his/her ordinary rate for the period of that remaining part.
- (3)
 - (a) This sub-clause applies with respect to every period of employment of an employee by an employer which is less than one year, such period being computed from the date of commencement of the employment or (where the employee has during the employment become entitled to any holiday or holidays under the last preceding clause) computed from the date upon which he/she became entitled to that annual leave, or to the last annual holiday as the case may be.
 - (b) Where the employment of an employee by an employer is terminated at the end of a period of employment to which this sub-clause applies the employer shall forthwith pay to the employee, in addition to all other amounts due to him/her, an amount equal to one-twelfth of his/her ordinary pay for that period of his employment. Plus where appropriate a loading of 17.5%.
- (4) Where the annual leave under sub-clause (A) hereof, or any part thereof has been taken in advance by an employee pursuant to paragraph A(3) and,
 - (a) The employment of the employee is terminated before he/she has completed the year of employment in respect of which such annual holiday or part was taken; and
 - (b) The sum paid by the employer to the employee as the ordinary pay for the annual holiday or part taken in advance exceeds the sum which the employer is required to pay to the worker under paragraph (3) hereof, the employer shall not be liable to make any payment

to the employee under paragraph (3) hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of employment.

(5)

- (a) Where any employer intends temporarily to close (or reduce to nucleus) his/her establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them he/she may give in writing to such employees one month's notice (or in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that he/she elects to apply the provisions of the sub-clause, and thereupon:
 - (i) any such employee who at the date of closing is entitled to his/her annual leave shall be given his/her annual leave commencing as on and from the date of closing and, in addition shall be paid one-twelfth of his/her ordinary pay for any period of employment after the accrual of his/her right to the annual leave and up to, but excluding, the date of closing;
 - (ii) any such employee who at the date of closing is not entitled to his/her annual leave shall be given leave without pay as on and from the date of closing and shall be paid one-twelfth of his/her ordinary pay since the commencement thereof or the accrual of his/her last annual leave (whichever is the later) and up to but excluding the date of closing, plus a loading of 17.5% together with pay for any public holiday during such leave for which he/she is entitled to payment under clause 14; and
 - (iii) the next twelve-monthly qualifying period of employment for such employee shall commence as on and from the date of closing.
- (b) In this sub-clause "date of closing" in relation to each employee means the first day of his/her annual holiday or leave pursuant to this sub-clause.

(C)

(1)

"Week" in relation to any employee means the employee's ordinary working week.

- (2) For the purpose of this agreement a year of employment shall be deemed to be unbroken notwithstanding:
 - (a) Any annual leave or long service leave taken therein;
 - (b) Any interruption or ending of the employment by the company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - (c) Any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
 - (d) Any absence on account of leave (other than annual leave) granted, imposed or agreed to by the company;
 - (e) Any absence on any other account not involving termination of employment;

And in calculating a year of employment any absence of a kind mentioned in sub-paragraphs (a), (b) or (c) hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in sub-paragraphs (d) and (e) hereof it will be necessary for the employee as

part of his/her qualification for annual leave to serve such additional period as equals the periods of such absences.

24. Sick Leave

24.1 Where a weekly employee is absent from duty as a result of personal ill health or accident he/she shall be entitled to sick pay as follows:

- (i) During the first year, one (1) days ordinary pay for each complete month of service up to and including the first 6 months of employment. (Total accrual in the first year shall be six (6) days).
- (ii) During any subsequent year of service, ten (10) days ordinary pay.

At least thirty (30) minutes before or two (2) hours after normal commencement time an employee must notify of his/her inability to attend for duty. In the absence of a reasonable excuse for not complying with this requirement the Company may give consideration to taking appropriate disciplinary action.

The Company will ensure an answering machine is connected and operating so that employees are able to leave messages if making contact prior to the usual commencement time.

Provided that, in either case, such employee produces or forwards within 48 hours of the commencement of such absence evidence satisfactory to the employer that his/her non-attendance was due to personal ill health or accident necessitating such absence; and provided further that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation. Provided further that on application by the employee during the seventh month of employment and subject to the availability of an unclaimed balance of sick leave, the employee shall be entitled to be paid for any sick leave taken during the first 6 months of employment in respect of which payment was not made. Such back payment shall be at the rate of pay applicable to the employee at the time such unpaid sick leave was taken.

- (iii) No evidence shall be required for up to 3 single days in a sick leave year.
- (iv) Sick leave days are based on the number of hours ordinarily paid for such days.

24.2 Only a Medical Certificate as provided by a Medical Practitioner shall be acceptable as satisfactory evidence as referred to in sub-clause 24.1.

24.3 If the full period of sick leave as prescribed above is not taken in any year such portion as is not taken shall, provided an employee remains in the service of the one employer or any successor of such employer, be cumulative from year to year.

24.4 The first year of service shall be calculated from the date of his/her commencement with an employer. In each case the subsequent years of service shall commence from the corresponding respective dates.

24.5 The employer shall not terminate the service of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this sub-clause.

24.6 Annual Incentive Bonus

An employee accruing a portion of unused sick leave or carers leave during the previous twelve month period shall be paid an incentive at the rate of 50% of the total dollar value of the unused sick leave or carers leave accrued.

The incentive bonus will not diminish the accumulation of unused sick leave or carers leave, nor will the incentive be payable on existing accumulated sick leave entitlements.

- 24.7 Where an employee is sick or injured on the week day which is his/her rostered day off, he/she shall not be entitled to sick pay, nor shall his/her sick leave entitlement be reduced as a result of sickness on that day.

25. Compassionate Leave

- 25.1 An employee shall on the death of a wife, husband, father, mother, foster-father, foster-mother, mother-in-law, father-in-law, brother, sister, child or stepchild, grandfather or grandmother, grandchild, grandparent-in-law or step parent, be entitled to compassionate leave.

Provided that employees will be entitled to 1 shift of paid compassionate leave upon the death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law.

- 25.2 Compassionate leave shall be granted as follows:

- (i) Within New South Wales - an employee shall be granted leave of absence up to and including the day of the funeral of a relation as defined in sub-clause 25.1 above. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days of work.
- (ii) Outside New South Wales - an employee shall be granted leave of absence for 7 calendar days (of which only three days shall be paid) for the purpose of attending a funeral of a relation as defined in sub-clause 25.1 above where such occurs outside the State of New South Wales.
- (iii) Outside Australia - an employee shall be granted leave of absence for 30 calendar days (of which only three days will be paid) for the purpose of attending a funeral of a relation as defined in sub-clause 25.1 above where such occurs outside Australia.

- 25.3 Proof of such death shall be furnished by the employee to the satisfaction of his/her employer. Provided however that this clause shall have no operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

26. Parental Leave

- 26.1 Parental Leave shall mean unpaid Maternity/Paternity/Adoption Leave.
- 26.2 Full-time, part-time and regular casual employees with at least 12 months continuous service will be entitled to Parental Leave as prescribed in Appendix 2.

27. Jury Service

- 27.1 An employee on weekly hiring required to attend for jury service during his/her ordinary working hours or in the case of an afternoon shift employee or night shift employee, the shift immediately preceding such attendance, shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service, and the amount of the wage he/she would have received in respect of the ordinary time he would have worked had he not been on jury service.
- 27.2 An employee shall notify his employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall provide the company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury attendance.

28. Long Service Leave

- 28.1 The parties to this Agreement agree to observe and apply the provisions of the *New South Wales Long Service Leave Act 1955*.

29. Holidays

29.1 Each weekly employee shall be granted the following holidays without deduction of pay, but if any other day be by Act of Parliament or Proclamation substituted for any of the said holidays, this provision shall apply only to the day so substituted.

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Show Day, Melbourne Cup Day, Christmas Day and Boxing Day and Union Picnic Day.

29.2 Provided that wherever this Agreement refers to:

- (a) Christmas Day and in any year:
 - (1) Christmas Day falls on a Saturday - then in that year the reference shall be deemed to be a reference to the next following Monday;
 - (2) Christmas Day falls on a Sunday - then in that year the reference shall be deemed to be a reference to the next following Tuesday.
- (b) The day after Christmas Day and in any year:
 - (1) The day after Christmas Day falls on a Saturday then in that year the reference shall be deemed to be a reference to the next following Monday;
 - (2) The day after Christmas Day falls on a Sunday then in that year the reference shall be deemed to be a reference to the next Tuesday.
- (c) New Year's Day and in any year New Year's Day falls on a Saturday or a Sunday - then in that year the reference shall be deemed to be a reference to the next following Monday.
- (d) Australia Day and in any year Australia Day falls on a Saturday or a Sunday - then in that year the reference shall be deemed to be a reference to the following Monday.
- (e) Anzac Day and in any year Anzac Day falls on a Saturday or a Sunday - then in that year the reference shall be deemed to be a reference to the next following Monday.
- (f)
 - (i) Where an employee is absent from his/her employment on the working day or part of the working day before or after a holiday without reasonable excuse or without the consent of the employer, he/she shall not be entitled to payment for such holiday.
 - (ii) If any of the above holidays occurs on a Sunday or a Saturday and is not observed on any other day, then employees shall not be paid for such Sunday or Saturday.
 - (iii) Where a rostered day off falls on a public holiday or on the Union Picnic Day, the employee shall take, by mutual agreement, another day off in the same or subsequent two week cycle.

30. Trade Union Training Leave

30.1 Subject to subclause 30.2 hereof, a Union delegate or elected employee work place representative shall, upon application in writing, be granted up to three days' leave with pay each calendar year non-cumulative to attend courses conducted which are designed to promote good industrial relations and industrial efficiency.

This notice to the respondent employer must include details of the type, content and duration of the course to be attended.

- 30.2 The granting of such leave shall be subject to the employee or the Union giving not less than one calendar month's notice of the intention to attend such course or such lesser period as may be agreed between the employer, Union and employee concerned.
- 30.3 Leave of absence granted pursuant to this clause shall count as service for all purposes.
- 30.4 Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of the leave. Ordinary time earnings means the classification rate, overaward payments and shift loading.
- 30.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to this clause shall be the responsibility of the employee or the Union unless otherwise agreed between the employer, the Union and the employee concerned.

31. Blood Donors

- 31.1 A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours or such longer period as may be agreed upon between the employer and the employee on each occasion, and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 31.2 Provided further that such employee shall arrange for his/her absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of his/her ordinary working hours.
- 31.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance shall first be furnished to the satisfaction of the employer.
- 31.4 Further, the employee shall notify his employer as soon as possible of the time and the date upon which he/she is requesting to be absent for the purpose of donating blood.

31A. Personal/ Carer's Leave

1. A full-time or part-time employee shall be entitled to 3 days paid personal/carers' leave per year, in order to attend to family or personal matters.
2. If required by the particular Company, the employee will provide a medical certificate or statutory declaration as satisfactory evidence for payment.
3. Personal/Carers' Leave is non-cumulative.
4. Where the amount of personal/carers' leave, as prescribed in Clause 31A.1 is exhausted in any year, and the employee needs to be absent from work for the purposes of personal/carers' leave, accrued sick leave may be taken.

Use of Sick Leave

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this award for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and

- (ii) the person concerned being either:
 - (1) a member of the employee's immediate family; or
 - (2) a member of the employee's household.
- (iii) the term 'immediate family' includes:
 - (1) a spouse (including a former spouse a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
 - (2) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absences of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Unpaid Leave For Family Purpose

- (e) An employee may elect, with the consent of the employer, to take unpaid leave for the purposes of providing care to a family member who is ill.

Annual Leave

- (f)
 - (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
 - (ii) Access to annual leave, as prescribed in paragraph (f) (i) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

Time Off in Lieu of Payment for Overtime

- (g)
 - (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) An employer, shall if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph (g) (i) of this subclause where such time has not been taken within four weeks of accrual.
 - (iv) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

Make-Up Time

(h)

- (i) An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.
- (ii) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

Grievance Procedure

- (i) In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this award.

PART 7

OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

32. Heat

The following is agreed between the parties to this Agreement in regard to work in hot conditions:

- (a) Temperatures will be monitored at various points of work.
- (b) Paid work breaks of at least:
 - (i) 10 minutes off each hour for temperatures between 30 and 32 degrees C.
 - (ii) 20 minutes off each hour for temperatures between 32 and 35 degrees C.
 - (iii) 30 minutes off each hour for temperatures over 35 degrees C.
- (c) Temperatures listed above are those at the point of work.
- (d) These breaks are not in addition to rest periods and meal breaks.
- (e) Provision and access to copious cool drinks.
- (f) Job rotation to ensure spread across cooler work areas.
- (g) Provision of cooled or air-conditioned rest areas.

33. Amenities

33.1 Boiling Water

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

33.2 Washing Facilities

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

33.3 Washing Time

The employer will allow the following wash up time prior to each break and end of work:

- (i) One minute at AM Rest Pause
- (ii) Two minutes at the Meal Break
- (iii) One minute at PM Rest Pause
- (iv) One minute at end of work.

33.4 Lockers

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

33.5 Seating Accommodation

Employees shall be provided with suitable seating accommodation at their place of work where practicable.

34. Damage to Prescription Spectacles

An employer shall reimburse an employee for damage to prescription spectacles if such damage occurs during the working period. Such reimbursement shall be to a maximum of \$154.50 per year per employee.

35. Clothing, Equipment and Tools

35.1 Employer to Provide Tools

All tools which employees are required to use in the course of their work shall be provided by the company.

35.2 Protective Clothing and Uniform

Protective clothing to remain the property of the employer, shall be supplied to any employee where it is agreed between the union delegate or official and the employer at the job level, on a type of protective clothing taking into account the degree of the dirty work involved in the work normally performed by the employee. Protective footwear, to remain the property of the employer, shall be supplied to any employee where it is agreed between the union delegate or official and the employer.

The company shall provide wet weather gear, warm clothing, and hats and sunscreen for forklift drivers unloading trucks.

36. First Aid Outfit

In each place where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees, an efficient first-aid outfit, equipment and policy as per First Aid in the Workplace - Code of Practice.

37. Rehabilitation for Injured Workers

37.1 The employer agrees to provide relevant rehabilitation to employees who have suffered an injury or illness that is work related.

37.2 The employer shall investigate the possibility of providing alternative duties, to the extent reasonably practicable and subject to the operational needs of the business and the employee's full assistance in the rehabilitation process in consultation with the treating doctor, rehabilitation provider and employer.

The employer will not terminate the employment of any employee who has suffered a workplace related injury or illness without the employer conducting a prior 3 month process involving the union, if the employee is a member of the union.

PART 8

Agreement Compliance and Union Related Matters

38. Right of Entry of Union Official and Inspection of Records

As per *Industrial Relations Act 1996*.

39. Union Recognition and Membership

- 39.1 It is the recommendation of the Company that employees covered by this Agreement join the Shop, Distributive and Allied Employees' Association, New South Wales Branch. Accordingly, the Company undertakes to positively promote union membership at the point of recruitment by strongly recommending that all employees subject to this Agreement join the Shop, Distributive and Allied Employees' Association, New South Wales Branch.
- 39.2 Just Jeans will actively assist the Union by distribution of membership applications to all new Employees and subsequently, undertakes upon authorisation to deduct Union Membership dues, as levied by the Shop, Distributive and Allied Employees' Association, New South Wales Branch in accordance with its rules, from the pay of Employees who are members of the Shop, Distributive and Allied Employees' Association, New South Wales Branch.
- 39.3 Such monies collected will be forwarded to the Shop, Distributive and Allied Employees' Association, New South Wales Branch each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

40. Union Delegates

- 40.1 A person elected or appointed as a Union Delegate shall upon notification to the Company, be recognised as the accredited representative of the Union.
- 40.2 A Union Delegate shall have the right to discuss work related matters that are of concern to any employee or to convey information relating to the workplace to employees provided that the Union Delegate does not unduly interfere with the work in progress.
- 40.3 A Union Delegate shall be allowed a reasonable period of time during working hours to interview an authorised Official of the Union.
- 40.4 The period of time expected to be no greater than half an hour. The time spent in discussions between the Union Delegate and the authorised official shall be devoted to legitimate union business.
- 40.5 The Union Delegate shall have reasonable access to a telephone to contact the Union Officer to progress enquires on behalf of a member on work related matters.

41. Agreement to Be Exhibited

A copy of this Agreement and all variations hereto shall be posted or hung in a conspicuous position in all areas where employees covered by this Agreement are employed.

42. Notice Board

- 42.1 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in the warehouse or in separate buildings in each warehouse so that it will be reasonably accessible to all employees working under this Agreement.

42.2 Accredited union representatives shall be permitted to put on the notice board or boards formal union notices signed and countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

43. Relocation

In the event that Just Jeans makes a definite decision to relocate the distribution centre, or any activities contained within the distribution centre, then the following conditions shall apply:

- (i) The proportional number of current employees as required for the activities that are to be relocated will be transferred to the new location, including regular casuals.
- (ii) That should a need for redundancies occur then the procedures as per appendix 3 shall apply.
- (iii) That if the relocation is outside a 10km radius from the current distribution centre then each employee transferred to the new work location shall be paid the following allowance:

\$15 per week in the first 12 months

\$10 per week in the second 12 months

\$5 per week after the second 12 months

This allowance will be paid only if employees are relocated because of a decision of Just Jeans.

This allowance shall apply to full-time, part-time and regular casual employees.

- (iv) This clause shall cover any relocation through out the life of the agreement but shall not be compounding.

44. Signatories

Signed for Shop, Distributive & Allied Employees' Association, New South Wales Signed for Just Jeans Group Pty Ltd

DATE: _____ DATE: _____

APPENDIX 1

JUST JEANS RECORD OF DISCIPLINE INTERVIEW

Name of employee receiving warning _____

Manager or Supervisor giving warning _____

First Discipline Interview:

Reason for interview:

Comments:

Employee

Date

Manager or Supervisor

Date

Witness _____

Date _____

First Warning:

Reason for Warning:

Comments:

Employee

Date

Manager or Supervisor

Date

Witness _____

Date _____

Second Warning:

Reason for Warning:

Comments:

Employee

Date

Manager or Supervisor

Date

Witness

Date

Termination of Employment:

APPENDIX 2

PARENTAL LEAVE

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

(A) MATERNITY LEAVE

Nature of Leave

- (1) Maternity Leave is unpaid leave.

Definitions

- (2) For the purposes of this subclause:

- (a) "Employee" includes a part-time or regular casual employee but does not include an employee engaged as a non regular casual or seasonal worker.
- (b) "Paternity Leave" means leave of the type provided for in subclause (B) whether prescribed in an award or otherwise.
- (c) "Child" means a child of the employee under the age of one year.
- (d) "Spouse" includes a de facto or a former spouse.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part-time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.

Eligibility For Maternity Leave

- (3) An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

Certification

- (4) At the time specified in paragraph (5) the employee must produce to her employer:
 - (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

Notice Requirements

- (5)
 - (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in sub-paragraph 4(a).
 - (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in sub-paragraph 4(b).
 - (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
 - (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with sub-paragraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

Transfer to a Safe Job

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

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of this paragraphs (10), (11), (12) and (13) hereof.

Variation Of Period Of Maternity Leave

(7)

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of Maternity Leave

(8)

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

Special Maternity Leave and Sick Leave

(9)

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.
- (c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such

leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

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

Maternity Leave and Other Leave Entitlements

(10)

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

Effect Of Maternity Leave On Employment

- (11) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of Employment

(12)

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return To Work After Maternity Leave

(13)

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by sub-paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

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

Replacement Employees

(14)

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(B) PATERNITY LEAVE

Nature of Leave

- (1) Paternity leave is unpaid leave.

Definitions

- (2) For the purposes of this subclause:
 - (a) "Employee" includes a part-time or regular casual employee but does not include an employee engaged as a non regular casual or seasonal worker.
 - (b) "Maternity Leave" means leave of the type provided for in subclause (A) (and includes special maternity leave) whether prescribed in an award or otherwise.
 - (c) "Child" means a child of the employee or the employee's spouse under the age of one year.
 - (d) "Spouse" includes a de facto or a former spouse.
 - (e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
 - (f) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part-time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.

Eligibility For Paternity Leave

- (3) A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:
 - (a) an unbroken period of up to one week at the time of confinement of his spouse;
 - (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

Certification

- (4) At the time specified in paragraph (5) the employee must produce to his employer:
- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
 - (b) in relation to any period to be taken under sub-paragraph (3)(b) hereof, a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

Notice Requirements

- (5)
- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.
 - (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in sub-paragraph (a) hereof if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
 - (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.

Variation Of Period Of Paternity Leave

- (6)
- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of paternity leave provided by sub-paragraph (3)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
 - (b) The period of paternity leave taken under sub-paragraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of Paternity Leave

- (7) Paternity leave, applied for under sub-paragraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

Paternity Leave and Other Leave Entitlements

- (8)
- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
 - (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

Effect Of Paternity Leave On Employment

- (9) Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of Employment

- (10)
- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
 - (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return To Work After Paternity Leave

- (11)
- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by sub-paragraph (3)(b) hereof.
 - (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by sub-paragraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

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

Replacement Employees

- (12)
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(C) ADOPTION LEAVE

Nature of Leave

- (1) Adoption Leave is unpaid leave.

Definitions

- (2) For the purposes of this subclause:
 - (a) "Employee" includes a part-time or regular casual employee but does not include an employee engaged as a non regular casual or seasonal worker.
 - (b) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - (c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
 - (d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.
 - (e) "Spouse" includes a de facto spouse.
 - (f) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part-time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.

Eligibility

- (3) An employee, upon production to the employer of the documentation required by paragraph (4) hereof, shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:
 - (a) an unbroken period of up to three weeks at the time of placement of the child;
 - (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

- (i) any period of leave taken pursuant to sub-paragraph (a) hereof; and
- (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

Certification

- (4) Before taking adoption leave the employee must produce to the employer:
 - (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
 - (b) In relation to any period to be taken under sub-paragraph (3)(b) hereof, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

Notice Requirements

- (5)
 - (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
 - (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
 - (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under sub-paragraph (3)(a) hereof.
 - (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under sub-paragraph (3)(b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
 - (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with sub-paragraphs (c) and (d) hereof if such failure is

occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

Variation Of Period Of Adoption Leave

(6)

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of leave taken under sub-paragraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of adoption leave taken under sub-paragraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

Cancellation of Adoption Leave

(7)

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

Special Leave

- (8) The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

Adoption Leave and Other Entitlements

(9)

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

Effect Of Adoption Leave On Employment

- (10) Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

Termination of Employment

(11)

- (a) An employee on adoption leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return To Work After Adoption Leave

(12)

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by sub-paragraph (3)(b) hereof.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

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

Replacement Employees

(13)

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(D) PART-TIME WORK

Definitions

- (1) For the purposes of this subclause:
 - (a) "Male employee" means an employed male but does not include an employee engaged as a non regular casual or for seasonal work who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
 - (b) "Female employee" means an employed female but does not include an employee engaged as a non regular casual or for seasonal work who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
 - (c) "Spouse" includes a de facto spouse or a former spouse.

- (d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part-time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.

Entitlement

- (2) With the agreement of the employer:
 - (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
 - (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
 - (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
 - (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

Return to Former Position

- (3)
 - (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
 - (b) Nothing in sub-paragraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

Effect of Part-time Employment on Continuous Service

- (4) Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro-rata Entitlements

- (5) Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

Transitional Arrangements - Annual Leave

- (6)

- (a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- (b)
 - (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
 - (ii) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

Transitional Arrangements - Sick Leave

- (7) An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

Part-time Work Agreement

- (8)
 - (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
 - (b) The terms of this agreement may be varied by consent.
 - (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (d) The terms of this agreement shall apply to the part-time employment.

Termination of Employment

- (9)
 - (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

Extension of Hours Of Work

- (10) An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).

Nature of Part-time Work

- (11) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

Inconsistent Award Provisions

- (12) An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:
 - (a) limiting the number of employees who may work part-time;
 - (b) establishing quotas as to the ratio of part-time to full-time employees;
 - (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
 - (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

Replacement Employees

- (13)
 - (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
 - (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part-time employment of a replacement employee.
 - (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (1)(e) hereof.
 - (e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

APPENDIX 3

JUST JEANS REDUNDANCY PROVISION

1. If redundancies are required the SDA will be consulted as early as is possible.
2. Redundancies shall initially be on a voluntary basis. In the event that the number of redundancies is not achieved by this means, then further discussion will need to be entered upon regarding the selection criteria.
3. Employment in another Distribution Centre shall be offered as an alternative if possible.
4. Severance pay of 4 weeks and 4 weeks pay for each completed year of service, plus pro-rata payment for incomplete years shall apply.
5. Employees over the age of 45 shall receive an additional loading of 10%.
6. Payment of all outstanding accumulated sick leave as at the date of separation.
7. 17.5% loading shall be paid on all annual leave, accrued and pro-rata.
8. Employees shall receive a pro-rata long service leave payment on the basis of completed years and months of service.
9. All employees will receive upon request up to 3 days paid time off to seek alternative employment with prior approval from the Distribution Centre Manager, provided reasonable evidence of attendance at an interview can be provided.
10. Financial Counselling will be provided by the Company, free of charge, from the date of this agreement. The counselling provider is to be mutually agreed to between the SDA and Just Jeans.
11. An effective date of redundancy will be set. Any person may leave before that date but shall only qualify for redundancy if they leave within the 2 weeks before or after the effective date.
12. Where the Company becomes the employer as a successor, assignee or transmittee (whether immediate or not) concerning a business or part of a business, and the Company sources or acquires employee(s) from that business or part of that business through succession, transmission or transfer, the following shall apply:
 - (a) Severance payments provided in paragraph 4 of this Appendix shall be capped at fifty two (52) weeks for such employee(s);
 - (b) This cap shall only be applicable to such employee(s) engaged, transmitted and/or transferred after the certification of this Agreement; and
 - (c) The cap shall cease to apply after such employee(s) at the completion of twelve (12) months continuous service with the Company after the date of engagement, transmission or transfer.
13. Subject to notification and discussion with the Union as required under Clause 7, where the Company's or its subsidiary's business or part of its business and / or its employees are transmitted or transferred to another related entity of the Company, including its subsidiaries ("the transmittee"), the Company shall not be required to pay or provide the severance benefits in Appendix 3 provided that the Company or its subsidiary secures reasonable alternative employment for the employee(s) with the transmittee (or one of the transmittee's related entities) subject to the following conditions:
 - a) full continuity of service for the employee(s); and
 - b) transmission of all accrued leave entitlements for the employee(s); and
 - c) application of the terms and conditions of this Agreement in relation to the ongoing employment of the employee(s); and

- d) the offer of employment will be in the positions and classifications and on the working arrangements as apply generally to each employee as at the date of transmission, on terms and conditions no less favourable taken overall than they enjoy with the Company.
14. Subject to notification and discussion with the Union as required under Clause 7, where the Company's or its subsidiary's business or part of its business and its employees are transmitted or transferred to another employer unrelated to the Company ("the transmittee"), the Company shall not be required to pay or provide the severance benefits in Appendix 3 provided that the Company or its subsidiary secures reasonable alternative employment for the employee(s) with the transmittee (or one of the transmittee's related entities) subject to the following conditions:
- a) full continuity of service for the employee(s); and
 - b) transmission of all accrued leave entitlements for the employee(s); and
 - c) terms and conditions of employment equivalent to or no less favourable than this Agreement in relation to the ongoing employment of the employee(s) where transmission or transfer occurs to an entity unrelated to the Company; and
 - d) the offer of employment will be in the positions and classifications and on the working arrangements as apply generally to each employee as at the date of transmission, on terms and conditions no less favourable taken overall than they enjoy with the Company.

Should the parties disagree as to whether the terms and conditions offered are "equivalent to or no less favourable than this Agreement" as referred to in paragraph (c) above, either party may apply to the New South Wales Industrial Relations Commission for determination by conciliation and, if unresolved, by arbitration.