

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/239

**TITLE: Manassen Foods Australia - National Union of Workers NSW  
Branch Enterprise Agreement 2006**

**I.R.C. NO:** IRC6/1925

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 1 April 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/258.

**GAZETTAL REFERENCE:** 30 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Manassen Foods Australia Pty Ltd., located at 490 Victoria Street, Wetherill Park NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** Manassen Foods Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

# **MANASSEN FOODS AUSTRALIA- NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH ENTERPRISE AGREEMENT 2006**

## **1. TITLE**

The Agreement shall be known as the Manassen Foods Australia- National Union of Workers New South Wales Branch-Enterprise Agreement 2006.

## **2. ARRANGEMENT**

1. Title
2. Arrangement
3. Parties Bound
4. Relationship to Parent Award
5. Anti Discrimination
6. Disputes Procedure
7. Redundancy
8. Classifications
9. Part time work
10. Casual employees
11. Training
12. Hours of Work
13. RDO
14. Mixed Functions
15. Overtime
16. Crib Time
17. Shift Work
18. Meal Hours
19. Morning Rest Period
20. Rates of Pay
21. Payment of Wages
22. Allowances
23. Holidays
24. Holiday and Sunday Rates of Pay
25. Sick Leave
26. Personal/Carer's Leave
27. Bereavement Leave
28. Parental Leave
29. Annual Leave
30. Long Service Leave

31. Jury Service
  32. General Conditions
  33. Transmission of Business
  34. No Extra Claims
  35. Duration
  36. Signatures
- 

### **3. PARTIES BOUND**

The parties bound by this agreement are Manassen Foods Australia Pty Ltd and the National Union of Workers New South Wales Branch.

### **4. RELATIONSHIP TO THE PARENT AWARD**

This agreement shall be read in conjunction with the Storeman and packers General (State) Award. Where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

### **5. ANTI-DISCRIMINATION**

1. It is the intention of the parties bound by this award 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.
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. Under the Anti-Discrimination Act, 1977, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act, 1977;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.

5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**NOTES:**

(a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.

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

"Nothing in the Act affects...any other Act or 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."

## **6. DISPUTES PROCEDURE**

Refer to the Clause 5 of the Storeman and Packers General (State) Award.

- (i) Any dispute arising out of employment shall be referred by the Delegate or an individual employee to the Company representative appointed for this purpose.
- (ii) Failing settlement at this level between the Company and the Shop Delegate on the job, the Delegate shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the Union organiser to settle the matter but failing settlement the Union organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to its Employer Association and the Union Secretary shall take the matter up with the Employer Association.

- (iii) During the discussions the status quo shall remain and work shall proceed normally "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (iv) At any time either party shall have the right to notify the dispute to the Industrial Registrar.

## **7. REDUNDANCY**

(i) **Application:**

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) **Introduction of Change:**

(a) **Employer's Duty to Notify:**

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) `Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities 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 award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) **Employer's Duty to Discuss Change:**

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Paragraph (a) of this sub-clause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong 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 any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) **REDUNDANCY:**

(a) **Discussions Before Terminations.**

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to sub-paragraph (1) of paragraph (a) of sub-clause (ii) above, and that decision may

lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) **Termination of Employment:**

(a) **Notice for Changes in Production, Programme, Organisation or Structure.**

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with sub-clause (ii)(a)(1) above.

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

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, 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.
- (3) Payment in lieu of the notice above 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.

(b) **Notice for Technological Change.**

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with sub-clause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above 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.

- (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

(c) **Time Off During the Notice Period.**

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) **Employee Leaving During the Notice Period.**

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) **Statement of Employment.**

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

(f) **Notice to *Appropriate Commonwealth Agency*.**

Where a decision has been made to terminate employees, the employer shall notify the *Appropriate Commonwealth Agency* thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) **Department of Social Security Employment Separation Certificate.**

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.

(h) **Transfer to Lower Paid Duties.**

Where an employee is transferred to lower paid duties for reasons set out in Paragraph (a) of sub-clause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) **Severance Pay.**

(a) Where an employee is to be terminated pursuant to sub-clause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<b>Under 45 Years of Age</b>	<b>Years of Service Age Entitlement</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<b>Years of Service</b>	<b>45 Years of Age and Over Entitlement</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(3) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

(b) **Incapacity to Pay**

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in sub-clause (i) above will have on the employer.

(c) **Alternative Employment**

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Paragraph (a) above if the employer obtains acceptable alternative employment for an employee.



(vi) **SAVINGS CLAUSE**

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

## **8. CLASSIFICATIONS**

Classifications as per attached table "Appendix A".

New employees will be classified at a rate of Grade 1 for up to a period of twelve (12) months.

## **9. PART- TIME WORK**

- (i) An employee may be engaged on a part time basis. A part time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee.
- (ii) A part time employee is entitled to a minimum start per occasion of 3 continuous hours, except:
  - (a) where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
    - (1) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or
    - (2) the place of work is within a distance of 5 kilometres of the employee's place of residence.
- (iii) A part time employee may work up to 38 hours per week without the payment of overtime.
- (iv) A part time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full time employee of the same classification contained in Table 1 of this Award.
- (v) Any hours worked by a part time employee outside the ordinary hours of work as set out in clause 13, or in addition to the 38 hours per week shall be paid at overtime rates.
- (vi) Subject to this clause, all the provisions of this award shall apply to a part time employee on a pro rata basis.

## **10. CASUAL EMPLOYEES**

- (a) The Company will endeavour to operate the Warehouse with a team of permanent employees.
- (b) Casual or Agency staff can be engaged to perform specific tasks for a specific period.
  - (i) Casual or Agency Staff can be engaged for the purpose of covering; the seasonal demands of the business, employee absences and leave
  - (ii) Casual or Agency staff can be engaged to perform the functions of a Storeperson Grade 1, once the work has been offered in the first instance to Manassen Foods permanent employees.

- (iii) When the engagement of Casual or Agency staff reaches a period of six (6) consecutive months, the Company will undertake a review of the employment status and the business needs. Where Management deems the work is ongoing, an offer will be made for permanent employment to a suitable applicant, in conjunction with the Company's recruitment and selection policy.
- (iv) Casual and Agency employees to be paid site rates of pay.
- (v) Before hiring casual labour from Labour Hire Companies Manassen Foods Australia Pty Ltd will discuss with them the fact that payments should be shop rates ( for the grade at which they will be performing), plus casual loading.

## **11. TRAINING**

The Company will undertake a training program for Warehouse personnel in the operation of electronic equipment

## **12. HOURS OF WORK**

The ordinary working hours, exclusive of meal times, shall average 38 hours per week, Monday to Friday, worked as follows:-

The hours to be worked will be between the span of hours, 6.30am to 5.30pm.

Consultation will take place between the Company and permanent employees covered by this Agreement, in relation to the temporary variance of the span of normal working hours.

- (a) Any such variance will require acceptance by the majority of employees covered by this Agreement.
- (b) The Company is required to give employees seven (7) days notice of any such change, or less if agreed by all parties.

## **13. ROSTERED DAYS OFF (RDO'S)**

RDO's have been replaced by a short working day each Friday (i.e. a 6.0 hour day). Where the Friday of a week may be a public holiday the day prior will be treated as the short day.

## **14. MIXED FUNCTIONS**

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

If employed for less than two hours on any day or any such higher classification, he shall receive such higher rate of pay whilst so employed.

The aforementioned provisions shall not apply to employees receiving the hourly allowance under subclause (vi), Forklift and/or Mobile Crane Drivers, of clause 10, Wages, of this award.

No employee shall suffer any reduction in wages if temporarily employed on work other than on which he is regularly employed and for which a lower rate is provided for herein.

## 15. OVERTIME

- (i) All work done before the starting time and/or after the finishing time fixed in accordance with clause 13, Hours, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four hours at the appropriate rate.
- (ii) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.
- (iii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual 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, subject to this subclause, 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.

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

## 16. CRIB TIME

An employee working overtime shall be allowed a crib of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

## 17. SHIFT WORK

- (i) **DEFINITIONS:**

For the purposes of this clause:-

**"Early Morning Shift"** means any shift commencing at or after 4.00 a.m. and before 6.30 a.m.

**"Afternoon Shift"** means any shift finishing after 6.00 p.m. and at or before midnight.

**"Continuous Work"** means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**"Night Shift"** means any shift finishing subsequent to midnight and at or before 8.00 a.m.

**"Rostered Shift"** means a shift of which the employee concerned has had at least forty-eight hours' notice.

(ii) **HOURS:**

**Continuous Work Shifts:**

The ordinary workings hours of shift workers employed on continuous work shall be an average of 38 per week as provided in clause 13, Hours, of this Award. Such ordinary working hours:

- (a) shall not exceed one hundred and fifty-two (152) in any work cycle, and
- (b) except as provided in subclause (iv) of the said clause 13, shall not exceed:
  - 1. eight (8) in one day, nor
  - 2. forty-eight (48) in any one week, nor
  - 3. eighty-eight (88) in any fourteen (14) consecutive days, nor
  - 4. one hundred and twenty-eight (128) in any twenty-one (21) consecutive days.

(iii) **HOURS:**

**Other than Continuous Work:**

The ordinary working hours of shift workers not on continuous shifts shall be an average of thirty-eight (38) per week as provided for in Clause 13, Hours, of this Award. Such ordinary working hours:

- (a) shall not exceed one hundred and fifty-two (152) in any work cycle, and
- (b) except as provided in subclause (iv) of the said clause 13, shall not exceed:
  - 1. eight (8) in any one day, nor
  - 2. forty (40) in any one week, nor
  - 3. eighty (80) in any fourteen consecutive days, nor
  - 4. one hundred and twenty (120) in any twenty-one (21) consecutive days.

(iv) **HOURS:**

**General:**

The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:

- (a) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any twenty-four hours.
- (b) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;

- (c) the ordinary working hours of any shift shall be worked continuous except for meal breaks to be taken at such times as the employer may direct;
- (d) no employee shall be required to work for more than five consecutive hours without a meal break

(v) **ROSTERS:**

Subject to paragraph (a) of this sub-clause, shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

- (a) An employee shall not be required by an employer to work an early morning shift where this would impose upon that employee any unreasonable personal hardship(s). Without limiting the generality of the concept "any unreasonable personal hardships", it shall include where an employee is unwilling to work a morning shift on account of "illness, incapacity, domestic or other pressing necessity." Provided further than an employer shall consult with the accredited representative of the union in relation to the implementation of an early morning shift".

(vi) **VARIATIONS BY AGREEMENT:**

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

(vii) **EARLY MORNING SHIFT ALLOWANCES:**

- (a) A shift worker whilst on early morning shift shall be paid for such shift a penalty payment of twelve and a half per cent in addition to his/her ordinary rate of pay.
- (b) A shift worker who works on morning shift which does not continue for at least five successive mornings in a five-day workshop, or for at least six successive mornings in a six-day workshop shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

(viii) **AFTERNOON OR NIGHT SHIFT ALLOWANCES:**

- (a) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his ordinary rate.
- (b) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his ordinary rate.
- (c) An employee who:
  - 1. during a period of engagement on shift, works night shift only, or
  - 2. remains on night shift for a longer period than four consecutive weeks, or

3. works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle shall during such engagement period or cycle be paid 30 per cent more than his ordinary rate for all time worked during ordinary working hours on such night shift.

(ix) **SATURDAY SHIFTS:**

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (vii) and (viii) of this clause.

(x) **OVERTIME:**

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift shall:

- (a) if employed on continuous work be paid at the rate of double time; or
- (b) if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter, except in each case when the time is worked:
- (c) by arrangement between the employees themselves;
- (d) for the purpose of effecting customary rotation of shifts; or
- (e) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day.

Provided that when not less than eight hours' notice has been given to the employer by a relief man that he will be absent from work and the employee whom he should relieve is not relieved and is required to continue to work on his rostered day off the unrelieved employee shall be paid double time.

(xi) **REQUIREMENTS TO WORK REASONABLE OVERTIME:**

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

(xii) **SUNDAY AND HOLIDAYS:**

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:

- (a) Sundays - at the rate of double time.
- (b) Holidays as prescribed by clause 24, Holidays, of this award, at the rate of double time. Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 25, Holiday and Sunday Rates of Pay, of this award.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing

before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

## **18. MEAL HOURS**

- (i) Not less than thirty minutes nor more than one hour shall be allowed for meal breaks. The meal break shall be taken no later than to finish at 2.00 p.m. provided that no employee shall be required to work for more than five hours without a break for a meal. Such meal break shall not count as time worked.
- (ii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes, nor more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break: Provided that any employer and his employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.
- (iii) Subject to sub-clauses (i) and (ii) of this clause, an employer may require an employee to work during his/her recognised meal break as part of his/her ordinary time.

## **19. MORNING REST PERIOD**

All employees shall be allowed ten minutes each morning as a rest period for morning tea, such time to be counted as time worked.

## **20. RATES OF PAY**

An increase of 12.5% to wages and allowances for a three (3) year Agreement. This will be applied 4.5% effective 1<sup>st</sup> April, 2006 and 4% effective 1<sup>st</sup> April, 2007 and 4% effective 1<sup>st</sup> April, 2008.

The rates of pay are set out in "Appendix B" to this Agreement.

## **21. PAYMENT OF WAGES**

- (i) Wages of weekly employees shall be paid not later than Thursday of each week; Provided that the pay day and the days held in hand for employees employed in a mixed industry shall be the same as for the majority of employees in that industry conditional upon the employer notifying the National Union of Workers, New South Wales Branch.
- (ii) Except as otherwise provided for in this clause, no employer shall hold more than 1 day's wages in hand.
- (iii) Casual hands shall be paid at the place of their employment on termination of their service.
- (iv) Any person left waiting for more than fifteen minutes shall be paid the casual rate for such waiting time.
- (v) In the event that an employee, by virtue of the arrangement of his ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

- (vi) Subject to the remainder of this clause, payment of wages may be made by means of payment by cash or electronic funds transfer, provided that payment by electronic funds transfer shall not be used wherever its use would create harsh or unreasonable circumstances for employees.
- (vii) Wherever wages are paid by electronic funds transfer under (vi) above, the employer shall meet the following costs:
  - (a) The employees' account establishment cost.
  - (b) The cost of each deposit of wages in the employee's account including Government charges.
  - (c) The cost of a single withdrawal of each deposit of wages from an employee's account.

## **22. ALLOWANCES**

### **Cold and Freezer Allowance**

This allowance was included in the wage rates of the current agreement effective 1<sup>st</sup> April, 2002. NUW acknowledged the tasks performed by our employees in the freezer were limited and irregular.

### **First Aid Allowance**

The employee who is appointed as a first-aid attendant shall be paid an additional payment at the rate of \$2.00 per day.

### **Meal Allowance**

Meal Allowance of \$9.16 (as at 1<sup>st</sup> April 2004) and \$9.53 (as at 1<sup>st</sup> April 2005) will be paid as per the award.

1 <sup>st</sup> April 2006	- \$9.95
1 <sup>st</sup> April 2007	- \$10.35
1 <sup>st</sup> April 2008	- \$10.77

## **23. HOLIDAYS**

- (i) The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays.
- (ii) In addition to the holidays specified in subclause (i), of this clause, one additional paid holiday shall apply in each calendar year to an employee on weekly hire. Unless agreed otherwise, the first Tuesday following Easter Monday shall be the additional holiday.

An employer and an employee, or an employer and the majority of employees in an establishment, may agree to observe an alternative day as a holiday in lieu of the first Tuesday following Easter Monday.

- (iii) In the case of an employee whose ordinary hours of work are arranged in accordance with subclause (iv) or paragraphs (c) or (d) of subclause (ii) of clause 13, Hours, of this award, the weekday to be taken off shall not coincide with any holiday fixed in accordance with subclauses



(i) and (ii) of this clause, provided that in the event that a holiday is prescribed after an employee has been given notice of his/her weekday off in accordance with subclause (vi) of the said clause 13, and the holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

- (iv) An employee who works continuous work, and who by the circumstances of the arrangement of his ordinary hours of work is entitled to a rostered day off which falls on a public holiday described by this clause, shall, at the discretion of the employer, either be paid for that day, at ordinary rates, or have an additional day added to their annual leave. This provision shall not apply when the holiday on which he is rostered off falls on a Saturday or Sunday.
- (v) Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable."

## **24. HOLIDAY AND SUNDAY RATES OF PAY**

- (i) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- (ii) All time worked on Sunday shall be paid for at the rate of two and one half times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one-half.
- (iii) For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one-half.
- (iv) The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

## **25. SICK LEAVE**

- (i) (a) An employee for the time being working under the award who is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the Workers' Compensation Act, 1987), not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance: Provided that he shall not be entitled to paid leave of absence for any period in respect of which he is entitled to Workers' Compensation.
- (b) An employee, shall, within 6 hours of the commencement of such absence or within such time as is practicable for the employee, inform the employer of his/her inability to attend for duty and, as far as possible, state the estimated duration of incapacity.
- (c) The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Relations Commission of New South Wales) that he is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) Except as herein provided, he shall not be entitled in the first year of employment to leave in excess of 5 days, and 10 days in the second and subsequent years of employment. Sick pay entitlement for part day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average

daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.

- (e) The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 12 years in addition to the current year but no longer, from the end of the year in which they have accrued.
- (f) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payment shall be made.
- (g) For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer. Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (h) Accumulated leave at the credit of the employee at the commencement of this Award will not be increased or reduced by this clause.
- (i) **SINGLE DAY ABSENCES** - In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's right under paragraph (c), of subclause (i) of this clause.

## **26. PERSONAL/CARER'S LEAVE**

### **1. Use of Sick Leave**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 26, Sick Leave, for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required:
  - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or
  - (ii) establish by production of documentation acceptable to the employer, or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

NB: In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
      - 1. "relative" means a person related by blood, marriage or affinity;
      - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 5 should be followed.

## 2. **UNPAID LEAVE FOR FAMILY PURPOSE**

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in

subparagraph (ii) of paragraph (c) of subclause (1) who is ill, or who requires care due to an unexpected emergency.

3. **ANNUAL LEAVE**

- (a) An employee may elect with the consent of the employer, to take annual leave not exceeding ten (10) days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date which it falls due.

4. **TIME OFF IN LIEU OF PAYMENT FOR OVERTIME**

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

5. **MAKE-UP TIME**

- (a) An employee may elect, with the consent of the 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, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

6. **ROSTERED DAYS OFF**

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time

mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

## **7. PERSONAL/CARER'S ENTITLEMENTS FOR CASUAL EMPLOYEES**

- (a) Subject to the evidentiary and notice requirements in clauses 26A(1)(b) and 26A(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in clause 26A(1)(c)(ii) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **27. BEREAVEMENT LEAVE**

- (i) An employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in the two ordinary days' work on each occasion of the death of a person prescribed in sub-clause (iii) below.
- (ii) The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal Carer's Leave in sub-clause (1)(c)(ii) of Clause 26A provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in sub-clause (iii) above, if the employee goes overseas to attend the funeral.
- (vi) Bereavement leave may be taken in conjunction with other leave available under sub-clauses 1 (a), 2,3,4,5, and 6 of Clause 26A - Personal/Carers' Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

(vii) Bereavement entitlement for casual employees

Subject to the evidentiary and notice requirements in clause 30(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 26A (1)(c)(ii).

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

## 28. PARENTAL LEAVE

1. Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
2. An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

3. **Right to request**

(a) An employee entitled to parental leave may request the employer to allow the employee:

(i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks.

(ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months.

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such ground might include cost, lack of adequate replacement staff loss of efficiency and the impact on customer service.

(c) **Employee's request and the employer's decision to be in writing**

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) **Request to return to work part-time**

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

4. **Communication during parental leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## 29. ANNUAL LEAVE

29.1 See ***Annual Holidays Act, 1944***. Leave is reserved pending the outcome of any test case on this matter in the Industrial Commission of New South Wales.

29.2 **Annual Leave Loading**

- (i) This clause takes effect on and from 1 January 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.
- (ii) In this clause the Annual Holidays Act, 1944, is referred to as "the Act".
- (iii) Before an employee is given and takes his annual holiday, or where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employee shall pay his employee a loading determined in accordance with this clause: (Note: The obligation to pay in advance does not apply where an employer takes an annual holiday wholly or partly in advance - see subclause (vii) of this clause.)
- (iv) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and

which commences on or after 1 January 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.

(Note: See subclause (vii) of this clause as to holidays taken wholly or partly in advance after 31 December 1973.)

(vi) The loading is the amount payable for the period or the separate period, as the case may be, state in subclause (v), of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by Table 1 - Minimum Award Wage Rates of Part B - Monetary Rates, of this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with, where applicable, the rate prescribed by Item 5 (Single Employees) of Table 2 - Other Rates and Allowances - of Part B of this Award, but shall not include any other allowance, penalty or disability rates, shift allowances, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award.

(vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance of 31 December 1973 and the entitlement to the holiday arises on or after 1 January 1974.

(viii) Where, in accordance with the Act and on or after 1 January 1974 the employers' establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:

(a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi), of this clause:

(b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this clause if he had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.

(ix)

(a) When the employment of an employee is terminated by his/her employer on or after 1 January 1974 for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled after 31 December 1973 he shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.

(b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

(x) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.



### 30. LONG SERVICE LEAVE

See *Long Service Act, 1955*.

### 31. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury services fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

### 32. GENERAL CONDITIONS

(a) Uniforms including protective footwear will be provided and worn on a daily basis, (upon request within the first six weeks of employment). If any employee leaves their employment, the employee may return the uniform and footwear or the employer may automatically recoup the cost of such uniforms and footwear from the employee's termination as per the schedule set out below:

<u>Age of Clothing</u>	<u>Price</u>
0-6 months	Cost price
6-12 months	1/2 cost price
Over 12 months	No charge

Uniforms to include:

- 1 Pair Safety Boots annually
- 3 Pair Pants as an initial issue, to be replaced as required\*
- 5 Shirts as initial issue, to be replaced as required\*
- 1 Castro Jacket (currently issued) to be replaced as required\*

\*Old for New

- (b) Half lockers will be provided for each employee at the expense of the employer. The employee and the employer will both hold a key.
- (c) All employees will be provided with training concerning Anti-discrimination and Workplace Harassment Laws and OH & S at the cost of the company.
- (d) It is a term of this agreement that all parties to the agreement will abide by the company's policies as listed. The company undertakes to provide training, as requested, on the following and all other company policies.

- Affirmative Action
- Attendance & Absenteeism
- Disclosure of Personal Information
- Drugs, Alcohol & Smoking
- Equal Employment Opportunity
- Injury Management

OH&S  
Rehabilitation  
Security  
Superannuation  
Training and Development  
Workplace harassment  
VQM  
GMP

(e) Any warehouse employee has the right to join the NUW and will be advised of the Union Delegate at the time of inclusion.

(f) Where the worker provides written authority, the employer will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the union at monthly intervals.

(g) The employer will not be held responsible for any arrears in payments as this is an issue to be resolved by the union and its members.

### **33. TRANSMISSION OF BUSINESS**

(a) The Company will agree to this clause only in the situation where Manassen Foods are acquiring the business.

(b) In cases where a transmission of business occurs and Manassen Foods Australia Pty Ltd is the employer, known as the "transmittee", the following will apply:

- (i) Where a business is, on or after the date of the Agreement, transmitted from an Employer (the "transmittor") to another Employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee.
- (ii) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission, and
- (iii) The period of employment, which the employee has had with the transmittor or any prior transmittor, shall be deemed to be the service of the employee with the transmittee.

"Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

### **34. NO EXTRA CLAIMS**

It is a term of this agreement that the unions, the company and all employees are bound by this agreement and will not pursue extra claims, award or over award for the life of this agreement, including increases arising from award variations or decisions of the commission other than increases that are consistent with the terms of this agreement.

## **35. DURATION**

This agreement shall operate from the 1<sup>st</sup> April, 2006 and remain in force until the 31<sup>st</sup> March 2009. Re-negotiations are to commence during the three (3) months prior to the end of the agreement.

## **36. SIGNATURES**

Signed for and on behalf of  
Manassen Foods Australia Pty Ltd

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Kathy Seymour  
Human Resources Manager

Dated:

Signed for and on behalf of  
National Union of Workers NSW Branch

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Derrick Belan  
State Secretary

Dated:

### **"APPENDIX A"**

#### **Classification Table:**

##### **Grade 1- Storeperson**

Duties will include:

1. Loading and unloading of vehicles/containers
2. Pick and pack orders, ensuring stock is
  - a. In good condition, and
  - b. In date
3. Attend to customers for receiving, checking and dispatching of products.
4. Document and record goods and materials
5. Maintain picking location bins

6. Identifying, selecting and repacking of stock
7. Pallet stocking
8. Product labelling
9. General labouring and cleaning duties
10. Carry out stock-take twice yearly
11. Housekeeping within the warehouse and its surrounds, equipment and stock.
12. Operation of materials handling equipment to perform stores work e.g. Hand trolley and pallet jack.
13. Operation of electronic equipment to perform stores work e.g. RF- terminals, Document scanners.
14. Understanding of orders and worksheets
15. Report processing errors to Warehouse Manager.
16. Satisfy internal and external Customer needs.
17. Understanding of health and safety requirements when performing the above functions.

### **Grade 2- Storeperson**

Has reached the level of proficiency in all Grade 1 skills and responsibilities. A Grade 2 storeperson will also;

1. Be prepared to undertake training in more complex skills.
2. Understand administrative tasks associated with the processing of documentation related to receiving, processing and despatch, including the use of electronic equipment e.g. RF-terminals, Document scanners keyboard.
3. Will perform duties safely under general Supervision
4. Understanding of health and safety requirements when performing the above functions.

### **Grade 3- Storeperson**

Shall mean an employee who has achieved and maintained the level of proficiency and responsibility in all skills of Grade 1 and Grade 2 Storeperson. A Grade 3 Storeperson is also capable of performing the following functions:

1. The ability to work from more complex instructions and procedures
2. The ability to co-ordinate work in a team environment under general Supervision.
3. Confirm accuracy of orders by checking quantity pricing, coding description of goods etc.
4. Perform administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment e.g. VDU, Keyboard, RF-terminals, Document scanners.

5. Perform stock control functions including responsibility for the preparation and reconciliation of regular reports or stock movement, despatches, etc.
6. Liaise with other Company Departments and external parties as required.
7. Perform work requiring minimal supervision
8. Responsible for checking quality of their own work.
9. Possess a good level of interpersonal and communications skills.
10. Sound knowledge of health and safety requirements.

### **Grade 1A- Storeperson/Forklift operator**

Duties will include:

1. Licensed and/or certified to operate all materials handling equipment to perform stores work e.g. Forklift , hand trolley and pallet jack.
2. Operate the equipment safely, and be aware of safety standards and procedures.
3. Loading and unloading of vehicles/containers
4. Pick and pack orders, ensuring stock is
  - a In good condition, and
  - b In date
5. Attend to customers for receiving , checking and dispatching of products.
6. Document and record goods and materials.
7. Maintain picking location bins.
8. Identifying, selecting and repacking of stock
9. Pallet stacking
10. Product labeling
11. General labouring and cleaning duties
12. Carry out stock-take twice yearly
13. Housekeeping within the Warehouse and its surrounds, equipment and stock.
14. Operation of electronic equipment to perform stores work **eg.** RF-terminals, Document scanners.
15. Understanding of orders and worksheets.
16. Report Forklift mechanical problems to the Warehouse Manager.
17. Report processing errors to Warehouse Manager.

18. Satisfy internal and external Customer needs.
19. Understanding of health and safety requirements when performing the above functions.

### **Grade 2A – Storeperson/Forklift Operator**

Has reached the level of proficiency in all Grade 1 skills and responsibilities and is licensed and/or certified to operate a Forklift.

A Grade 2A Storeperson/Forklift Operator will also:

1. Be prepared to undertake training in more complex skills.
2. Understand administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment **e.g.** RF-terminals, Document Scanners, keyboard.
3. Will perform duties safely under general Supervision.
4. Understanding of health and safety requirements when performing the above functions.

### **Grade 3A – Storeperson/Forklift Operator**

Shall mean an employee who has achieved and maintained the level of proficiency in all skills of lower grades.

A Grade 3A Storeperson/Forklift Operator is also capable of performing the following functions:

1. The ability to work from more complex instructions and procedures.
2. The ability to co-ordinate work in a team environment under general Supervision.
3. Confirm accuracy of orders by checking quantity pricing, coding, description of goods, etc.
4. Perform administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment **eg.** VDU, keyboard, RF-terminals, Document scanners.
5. Perform stock control functions including responsibility for the preparation and reconciliation of regular reports or stock movement, despatches, etc.
6. Liaise with other Company Departments and external parties as required.
7. Perform work requiring minimal supervision.
8. Responsible for checking quality of their own work.
9. Possess a good level of interpersonal and communications skills.
10. Sound knowledge of health and safety requirements.

# "Appendix B"

## Rates of Pay

Rates per Week as at 1st April 2006, increased by 4.5%

<i>Storepersons</i>			<i>Forklift Drivers</i>		
	<b>Per Week</b>	<b>Per Hour</b>		<b>Per Week</b>	<b>Per Hour</b>
<b>Grade 1</b>	718.84	<b>18.91</b>	<b>Grade 1</b>	748.13	<b>19.68</b>
<b>Grade 2</b>	748.79	<b>19.70</b>	<b>Grade 2</b>	779.30	<b>20.51</b>
<b>Grade 3</b>	759.29	<b>19.98</b>	<b>Grade 3</b>	790.21	<b>20.79</b>
<b>Grade 4</b>	792.66	<b>20.85</b>	<b>Grade 4</b>	824.98	<b>21.71</b>
<b>Grade 5</b>	815.67	<b>21.46</b>	<b>Grade 5</b>	848.90	<b>22.34</b>

Rates per Week as at 1<sup>st</sup> April 2007 – Increased by 4%

<i>Storepersons</i>			<i>Forklift Drivers</i>		
	<b>Per Week</b>	<b>Per Hour</b>		<b>Per Week</b>	<b>Per Hour</b>
<b>Grade 1</b>	747.59	<b>19.66</b>	<b>Grade 1</b>	778.05	<b>20.46</b>
<b>Grade 2</b>	778.24	<b>20.77</b>	<b>Grade 2</b>	810.47	<b>21.33</b>
<b>Grade 3</b>	789.66	<b>20.77</b>	<b>Grade 3</b>	821.81	<b>21.62</b>
<b>Grade 4</b>	824.29	<b>21.68</b>	<b>Grade 4</b>	857.97	<b>22.57</b>
<b>Grade 5</b>	848.29	<b>22.31</b>	<b>Grade 5</b>	857.85	<b>22.57</b>

Rates per Week as at 1<sup>st</sup> April 2008 – Increased by 4%

<i>Storepersons</i>			<i>Forklift Drivers</i>		
	<b>Per Week</b>	<b>Per Hour</b>		<b>Per Week</b>	<b>Per Hour</b>
<b>Grade 1</b>	777.49	<b>20.44</b>	<b>Grade 1</b>	809.17	<b>21.27</b>
<b>Grade 2</b>	809.88	<b>21.29</b>	<b>Grade 2</b>	842.88	<b>22.18</b>
<b>Grade 3</b>	821.24	<b>21.60</b>	<b>Grade 3</b>	854.68	<b>22.48</b>
<b>Grade 4</b>	857.33	<b>22.54</b>	<b>Grade 4</b>	892.28	<b>23.47</b>
<b>Grade 5</b>	882.22	<b>23.20</b>	<b>Grade 5</b>	918.16	<b>24.15</b>