

REGISTER OF
ENTERPRISE AGREEMENTS

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COVERAGE/DESCRIPTION OF
EMPLOYEES: All Clerical Employees

PARTIES: Davids Limited & The Federated Clerks Union of Australia New South
Wales Branch

DAVIDS LIMITED BLACKTOWN CLERICAL STAFF AGREEMENT

1. ARRANGEMENT

PART A - CONDITIONS

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4.	Terms of Engagement
5.	Casual and Part-time Employees
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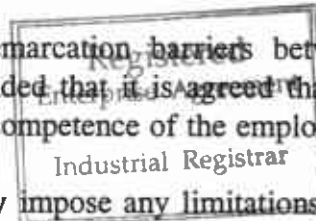
PART B - MONETARY RATES

Table 1	Wages
Table 2	Other Rates and Allowances

2.

LABOUR FLEXIBILITY

- (i) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between the Company and an employee to allow the employee to perform any work in the Company within the scope of his/her skills and competence.
- (ii) Discussion shall take place with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (iv) Employees shall perform such work as is reasonable and lawfully required of them by the Company, including accepting instruction from authorised personnel.
- (v) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the Agreement.
- (vi) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the Agreement.
- (vii) Employees shall not impose demarcation barriers between the work covered by this Agreement provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- (viii) Employees shall not unreasonably impose any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: Provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- (ix) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times: Provided that appropriate consultation between the company and employees has taken place.



3.

TRAINING

The parties to this Agreement acknowledge the present training provided by the company to its employees is appropriate to meet the needs of the business.

4.

TERMS OF ENGAGEMENT

- (a) All clerks shall be employed as weekly, casual or part-time employees.
- (b) The Company shall inform each employee as to the terms of his/her engagement, and in particular whether he/she is a weekly, part-time or casual employee, employed on day or shift work.

5.

CASUAL AND PART-TIME EMPLOYEES

- (a) "Casual employee" shall mean an employee who is engaged and paid as such, whose spread of ordinary hours shall be as set out in clause 6, Hours, and whose rate of pay shall be calculated pursuant to subclause (v) of clause 9, Wages.
- (b) Part-time Employee -
 - (i) A part-time shall mean an adult employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly clerical employees, employed by the Company, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
 - (ii) The spread of ordinary hours of part-time employees shall be as set out in subclause (3) of the said clause 6, and their rate of pay shall be calculated pursuant to subclause (vi) of the said clause 9.
 - (iii) Notwithstanding anything else contained in this Agreement, the provisions of this Agreement with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.
 - (iv) Notwithstanding the provisions of this clause, the union and the company may agree, in writing, to observe other conditions in order to meet special cases.

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6.

HOURS

(1) Weekly Employees:

- (a) The ordinary hours of work, exclusive of meal hours, shall not exceed an average of 36 hours or 38 hours per week and, except as provided in clause 7, Shift Work, shall be worked between the hours of 6:00 am and 6:00 pm, Monday to Saturday inclusive.
- (b) Weekly employees engaged prior to 27 May 1996 may remain on the existing 36 hour week rosters.
- (c) Current weekly employees may volunteer to work a 38 hour week roster in lieu of the above.
- (d) The ordinary hours of work, shall not exceed an average of either 36 or 38 hours per week and shall be worked in one of the following ways;
- * on 19 days over a 4 week cycle; or
 - * on 9 days over a 2 weeks cycle; or
 - * on 5 days in any week; or as mutually agreed between an individual employee and the company.
- (e) All new employees who commence on or after 27 May 1996 shall as a condition of employment be employed on a 38 hour basis.
- (f) Maintenance of the Roster shall be at the sole discretion of the company. Further, the banking of rostered days off maybe undertaken to meet the needs of the Company and the taking of the banked days as mutually agreed with the individual.
- (g) Notwithstanding any other provision of this Agreement the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but no more than 10, the arrangement of hours shall be subject to agreement between the Company and the majority of employees concerned.
- (h) Daily Hours:-
- * Where a 19-day/4-week cycle is worked the ordinary hours of work shall not exceed 8 hours per day, Monday to Saturday inclusive, between the hours of 6:00 am and 6:00 pm.
 - * Where a 9-day/2-week cycle is worked the ordinary hours of work shall not exceed 8 hours per day, Monday to Saturday, on 9 days of the cycle between the hours of 6:00 am and 6:00 pm.

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* Where a five-day week is worked the ordinary hours of work shall be worked between the hours of 6:00 am and 6:00 pm, Monday to Saturday inclusive, such that either:

- (i) The ordinary hours of work on 4 days of any one week shall not exceed 8 hours and on one day of the week shall not exceed 6 hours; or
- (ii) The ordinary hours of work on each day of the week shall not exceed 7 hours and 36 minutes.

The starting time when once fixed in accordance with this subclause shall not be altered without seven days' notice being given by the company to the employees. However, in an emergency, the company and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice: provided that the employee shall be entitled to have the union delegate present when such matters are discussed.

(2) Casual Employees:

The spread of ordinary hours of work shall be the same as those worked by weekly employees in the establishment.

(3) Part-time Employees:

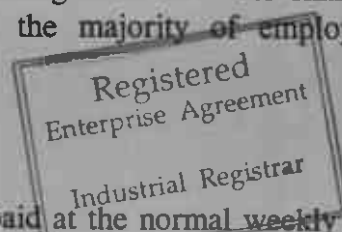
The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees, but shall not in any case, be less than 12 hours per week. The ordinary hours of work shall not exceed eight hour per day.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Where such arrangement of ordinary working hours is to exceed 8 on day but not more than 10, the arrangement of hours shall be subject to the agreement of the company and the majority of employees concerned.

(4) Saturday Work:

Saturdays worked as part of the roster would be paid at the normal weekly rate incurring no penalty rates. In compensation thereof, wages under this Agreement have been appropriately adjusted and no further payments are applicable.

Full time employees engaged prior to 27 May 1996 will not be required to work a Saturday roster unless they request and in which case they will be given first preference.



Saturday rosters would not come into being until such time the business required them.

Z.

SHIFT WORK

(i) Definitions - In this clause -

- (a) A "shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs (b), (c), (d), and (e) of this subclause.
- (b) "Afternoon shift" means any shift finishing after 6:00 pm and at or before 11:00 pm, provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12 midnight, male clerks may be required to work the same hours.
- (c) "Night shift" means any shift starting at or after 11:00 pm or at or before 5:00 am or finishing subsequent to 11:00 pm and at or before 6:00 am.
- (d) "Permanent shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
- (e) "Early morning shift" applies to an employee whose ordinary hours on a regular shift commences between 5:00 am and 6:00 am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11:00 pm.
- (f) "Seven-day shift worker" means an employee who is rostered to work regularly on Sundays and Public Holidays.

(ii) Hours, Shift Allowances, Special Rates, Meal Interval

- (a) Notwithstanding any other provisions of this Agreement and subject to the provisions of subclause (i) of this clause, an employee may be employed upon shifts, in which case the ordinary hours shall not exceed eight in any consecutive twenty-four; or forty per week; or eighty in fourteen consecutive days; or one hundred and fifty-two in any twenty-eight consecutive days.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day but not more than 10, the arrangements of hours shall be subject to the agreement of the Company and the



majority of employees concerned. In addition, the arrangement shall average 38 hours per week over the shift cycle.

- (b) Times of beginning and ending the shift of any employee may in any case be varied by agreement between the Company and the employee or in the absence of agreement may be varied by at least one week's notice given by the Company to the employee.
- (c) A shift worker employed on shift shall for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by clause 9, Wages, plus the following additional percentage of the graded rate of pay applicable as prescribed by subclause (iii) of the said clause 9.

Afternoon Shift - at the rate of 17 per cent.

Night Shift - at the rate of 20 per cent.

Permanent Night Shift - at the rate of 26 per cent.

Early Morning Shift - at the rate of 10 per cent.

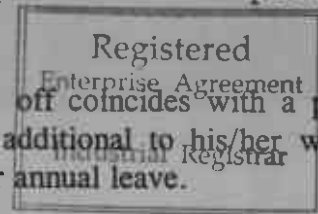
Allowances in accordance with this clause shall be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents or more being taken to the higher multiple.

- (d) Juniors - Junior employees working shift work shall be paid as follows:

A junior who is a stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch operator, verifier operator, shall be paid the additional percentage of the Grade 3, Adult Rate.

All other junior employees shall be paid the additional percentage of the Grade 5, Adult rate.

- (e) A shift worker whose rostered day off coincides with a public holiday shall be paid a day's pay additional to his/her weekly wage, or have a day added to his/her annual leave.



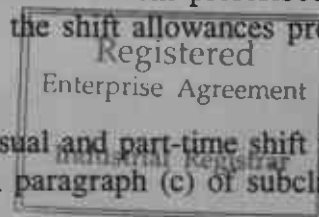
- (f) A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid -

Saturday - time and one-half.

Sunday - time and three-quarters.

Holiday - double time and one-half.

- (g) Where ordinary shift hours commenced between 11:00 pm and midnight on a Sunday or holiday, the ordinary time worked before midnight shall not entitle the shift worker to the Sunday or holiday rate. Provided that the ordinary time worked by a shift worker 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 ordinary time worked on such Sunday or holiday.
- (h) At least twenty minutes shall be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.
- (iii) Overtime -
- (a) All time worked by a shift worker in excess of the hours provided in paragraph (a) of subclause (ii) of this clause shall be paid time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.
- (b) A shift worker required to work overtime in excess of one hour on any shift shall be paid meal money, as set in Item 1 of Table 2 of Part B. If overtime exceeds five hours on any shift a further meal allowance of the same amount shall be paid.
- (iv) Work on a Rostered Day Off -
- (a) An employee required to work on a rostered day off shall be paid the rate prescribed in subclause (iii) of this clause except for time worked on Sundays which shall be paid for at the rate of double time and time worked on public holidays which shall be paid for at the rate of double time and one-half.
- (b) Where work is performed as prescribed in paragraph (a) of this subclause on a Sunday or a holiday, such employee shall be paid a minimum of four hours at the appropriate rate.
- (v) Special Rates not Cumulative - The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in subclause (ii) of this clause.
- (vi) Casual and Part-time Shift Workers - Casual and part-time shift workers shall receive the allowance prescribed in paragraph (c) of subclause (ii) of this clause.



8.

MEAL BREAK

- (i) Employees whose ordinary working hours fall between 6:00 am and 6:00 pm shall be allowed a meal break of not less than thirty minutes or more than one hour between the hours of 11:00 am and 2:30 pm.
- (ii) An employee shall not be required to work more than five hours without a break for a meal except in the following circumstances where up to six hours may be worked without a break for a meal:
 - (a) Where employees are working in accordance with subparagraph (i) of paragraph (h) of subclause (1) of clause 6, Hours; or
 - (b) Where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.
- (iii) The Company and employee may by mutual agreement alter the commencing time of the lunch break .

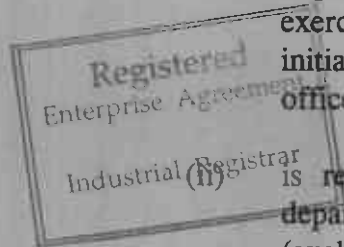
9.

WAGES

- (i) Grades - All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee:
 - (a) Grade 5 - means an adult employee who works under direct supervision (as defined hereunder) and who for a major part of the time performs routine or repetitive clerical duties involving the application of clearly prescribed standard practices which require the exercise of limited discretion. Without limiting the generality of the foregoing, examples of the type of work included in the above definition are: checking figures, matching documents, sorting or filing papers, handling mail.
 - (b) Grade 4 - means an adult employee who -
 - (i) works under general supervision (as defined hereunder) performing clerical duties which involve the exercise of some initiative and minor decision-making within a regular work routine; and/or
 - (ii) for the major part of the time operates a switchboard; and/or
 - (iii) is employed as a typist, and who does not fall within the definitions of Grades 2 or 1.

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- (c) Grade 3 - means an adult employee who possesses the necessary skills and is classified as one of the following and who does not fall within the definitions of Grades 2 or 1: a stenographer; comptometer operator; ledger posting or similar accounting machine operator; data processing machine operator; tabulating machine operator; computer operator; card punch machine operator; verifier operator.
- (d) Grade 2 - means an adult employee who -
- (i) is capable of and may perform any duties of a Grade 5, 4 or 3 Clerk and who performs clerical duties under limited supervision (as defined hereunder), receives limited instructions which relate only to matters of substance in the work assignment (although more detailed instructions may be necessary on particular occasions), is regularly required to exercise independent initiative and judgement and possesses a requisite knowledge of office procedures and of the Company's business; and/or
 - (ii) is required to supervise and/or control the work of other clerks (excluding typists and stenographers), a typists' pool and/or the work of bookkeeping and/or comptometer operators.
- (e) Grade 1 - means an adult employee who -
- (i) is capable of and may perform any duties of a Grade 5, 4, 3 or 2 Clerk and who is fully competent in his/her work, requires little guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of office procedures and of the Company's business; and/or
 - (ii) is required to accept responsibility for the work of a department or of a section or the work of clerks (excluding typists and stenographers) engaged in such department or section.



NOTATION:

The definitions of Grades 1, 2, 3, 4 and 5 in subclause (i) hereof, shall have no application to a person employed in a managerial capacity, that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business and whose performance of clerical duties is merely ancillary to his/her managerial employment.

- (ii) Definitions - The following expressions appearing in subclause (i) of this clause shall be defined as follows:

Grade 5 - Direct Supervision - shall mean that a person -

- (a) receives detailed instructions on the work to be performed; and
- (b) performs tasks which are part of an overall work routine; and
- (c) is subject to regular personal progress checks on the work being performed.

Grade 4 - General Supervision - shall mean that a person -

- (a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
- (b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
- (c) has the knowledge and experience required to perform the duties usually without specific instructions but has assignments reviewed on completion.

Grade 2 - Limited Supervision - shall mean that a person -

- (a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- (b) may have his/her assignments reviewed on completion.

- (iii) Adults - The minimum rates of wages per week for adult employees shall be the rate of wage as set out in Table 1 of Part B.

- (iv) Juniors - The minimum rates of wages per week for junior employees shall be as set out in Table 1 of Part B.

- (v) Casual Employees - Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment whichever is the lesser plus 20 per cent with a minimum payment of four hours' work at the appropriate rate.



(vi) Part-time Employees - Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by:

(1) 38; or

(2) the number of hours worked by weekly clerical employees in the section or department in which such person is employed, whichever is the lesser.

(vii) List of Employees Graded - the Company shall keep a list of employees and the grade in which they are employed pursuant to subclause (i) of this clause, and each employee shall be notified in writing within 14 days of appointment to that and subsequent graded positions.

(viii) Resolution of Disputes -

In the event of any dispute arising between the Company and an employee in relation to the interpretation or operation of this clause generally and in particular the grade of any employee, then failing resolution of such dispute within fourteen days, the dispute may be notified to the Industrial Relations Commission of NSW.

(ix) No Extra Claims Commitment -

It is a term of this Agreement for its duration that until 27 May 1998 the Union undertakes not to pursue any extra claims, Agreement or over Agreement, except when consistent and in accordance with a State Wage Decision.

10.

PAYMENT OF WAGES

(i) Wages shall be paid weekly or fortnightly. Prior to its introduction the Company should discuss the implementation of fortnightly pay with the employees.

Overtime shall be paid within a week from the pay day succeeding the day or days on which such overtime becomes due. Provided that where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay day succeeding the day or days on which such overtime became due.

(iii) On termination an employee shall be paid all moneys due to the employee. Such monies shall be paid during his/her working hours on the day of termination, or posted by pre-paid registered post to the employee on the next working day; provided that an employee may elect



to return to collect any moneys outstanding to the employee on the next working day.

- (iv) Where an employee is required to wait beyond his/her ordinary ceasing time for payment of weekly wages or termination payment and such waiting time exceeds fifteen minutes, the employee shall be paid at ordinary rates for the full period during which such employee is required to wait, except where such waiting time is occasioned by reasons beyond the control of the Company.
- (v) Wages will be paid by Electronic Funds Transfer into a financial account of the employees choosing and any costs associated with an employee running the financial account are contemplated in the wages paid under this Agreement.

11.

OVERTIME AND MEAL ALLOWANCE

- (i) All time worked outside the ordinary hours of work prescribed by clause 6, Hours, 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 overtime at the rate of double time shall be paid for all time worked after 12:00 noon on a Saturday: Provided further that in computing overtime each day's work shall stand alone.
- (ii) 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/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she 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/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) An employee working overtime shall be paid a meal allowance in any of the following circumstances:
 - (a) When required to work beyond 6:00 pm - an amount set in Item 2, Table 2 of Part B.



- (b) If overtime continues beyond 10:00 pm - a further amount as set in Item 2, Table 2 of Part B.
- (c) Where the union agrees, an employer may supply his/her employees with a suitable meal in which case the allowances set out in paragraphs (a) and (b) of this subclause shall not be payable.
- (d) Meal allowances shall be paid not later than the next succeeding working day, except by mutual arrangement.
- (iv) Casual Employees: This clause shall apply to casual employees and in such cases overtime shall be calculated on the casual rate of pay contained in subclause (v) of clause, 9, Wages.
- (v) Notwithstanding anything contained in clause 6, Hours, and subclause (i) of this clause, employees whose fixed hours of employment are less than thirty-eight hours per week, may be worked without the payment of overtime up to two hours after the fixed finishing time on any one day on not more than four days in any calendar month, or eight days in any two consecutive calendar months; provided that, in any case, an employee shall not be required to work more than nine hours in any one day or more than thirty-eight hours in any one week without the payment of overtime; provided further that such nine hours shall be worked between 6.00 am and 6.00 pm Monday to Saturday, inclusive.
- (vi) In computing overtime any portion of an hour of less than thirty minutes shall be reckoned as thirty minutes and any portion in excess of thirty minutes shall be reckoned as one hour.
- (vii) If required, employees shall comply with the reasonable and lawful orders of the company as to working overtime including the working of overtime on Saturday.
- (viii) Time Off in Respect of Overtime Worked: Where an employee performs duty on overtime the employee may at his/her request and with the agreement of the Company, subsequently be released from duty in ordinary hours subject to the following conditions:



- (a) The agreement shall be in writing and be kept with the time and wages records.
- (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay. All other overtime worked and in respect of which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this Agreement.

- (c) Where an employee elects to take any period(s) of time off in ordinary hours in accordance with this clause such time off shall be without pay and shall equate to the relevant period(s) of overtime worked.
- (d) Time off may be taken only in respect of overtime worked between Monday to Saturday, inclusive.
- (e) Payment for any period(s) of overtime worked and in relation to which the employee elects to take time off may be paid by the Company to the employee in the pay period in which the time off is taken.
- (f) An employee may not accumulate more than 20 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period(s) of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

12. SUNDAYS AND HOLIDAYS

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause (ii) of this clause and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this Agreement.
- (ii) In addition to the holidays specified in this clause, an employee shall be entitled to on additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the Company and employee. The additional holiday is not cumulative and must be taken within each calendar year, provided that an individual employee may opt for an additional days pay in lieu of the above holiday or have the day added to annual leave.

Any dispute concerning the day on which an additional holiday is to be taken by an employee may be referred to the Industrial Relations Commission of NSW.
- (iv) No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in subclause (i), of this clause, fall.



- (v) For work done on any of the holidays referred to in the said subclause (i), double time and one-half shall be paid with a minimum payment for four hours' work.
- (vi) For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.
- (vii) Where an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the company the employee shall not be entitled to payment for such holiday.
- (viii) Where an employee's rostered day off falls on a public holiday the employee shall receive an alternate day off within 28 days before or after the public holiday.

13. ANNUAL LEAVE

- (i) Employees other than seven-day shift workers, see Annual Holidays Act, 1944.
- (ii) In addition to the leave provided for by subclause (i) of this clause, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave: Provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day shall include holidays and non-working days.
- (iii) An employee at the time of entering upon a period of annual leave, in accordance with the said Annual Holidays Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of a loading of 25 percent. Shift workers shall receive either this loading or their shift loading, whichever is the greater.
- (iv) The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee is outstanding at the time of termination.
- (v) The provision of subclause (iv) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rate holiday pay paid on termination of employment.



14.

SICK LEAVE

- (i) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company (which may include a statutory declaration) be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay: Provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year.

Provided further that where an employee works more than eight ordinary hours in any day, the employee shall not be entitled to leave in excess of 38 hours of ordinary working time in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.

- (ii) (a) The employee shall, wherever practicable, before the commencement of absence, inform the company of such employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (b) Where an employee does not notify the company of the employee's inability to attend for duty prior to the commencement of the absence the employee shall produce a medical certificate or the said employee shall not be entitled to payment for the first eight hours of such absence.

Note: An employee's entitlement to sick leave in accordance with subclause (i) shall not be reduced as a consequence of the operation of this paragraph.

- (iii) 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 company until the employee completes such three months of employment at which time the payment shall be made.



An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that the company shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference, the employee's sick leave entitlement under this clause shall for each week during which such difference is paid be proportionately reduced.

- (v) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that shall the Company shall not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.
- (vi) Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for weekly employees, as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.
- (vii) Service before the date of this Agreement shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. An employee whose employment commenced on or before 13 March 1976 shall be entitled to the increased quantum of sick leave prescribed by subclause (i) hereof, according to the employee's year of service commencing on or after that date. Accumulated leave at the credit of the employee at the commencement of this Agreement will not be increased or reduced by the operation of this clause.
- (vii) If an Agreement holiday occurs during an employee's absence on sick leave then such Agreement holiday shall not be counted as sick leave.
- (ix) An employee who is absent without leave on the working day before or the working day after the rostered day off shall be liable to forfeit wages for that day except where the employee produces medical evidence that is satisfactory to the Company, to the extent that the absence was caused through personal illness or injury.
- (x) On termination, an employee shall be paid a cash bonus representing the value of sick leave not expended. The conditions for payment shall be as previously agreed in that the sick leave referred to is that leave accumulated after 1 October 1986.



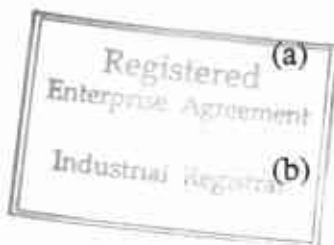
(xi) Where an employee has a post 1 October 1986 accumulated credit of at least 120 hours sick leave as at 30 November each year, that employee has the option to cash in 72 hours of these entitlements in exchange of 72 hours pay. This will be paid out in early December. The onus will be on the employee to approach the company to request payment no later than 30 November so that payment can be arranged.

15. COUNSELLING PROCEDURE

- (i) The Company requires all employees to maintain a fair and reasonable output of work, to protect Company property, to co-operate willingly with the Company, act in a fair and reasonable manner towards fellow employees and to comply with all reasonable instructions from management. Likewise the Company will maintain the normal standard of decorum towards employees.
- (ii) When an employee's performance in any area is of a standard unacceptable to the Company, the formal counselling and warning system set out below will be implemented. The formal counselling and warning system includes the use of formal written notification.
- (iii) An employee shall be entitled to two separate warnings. Such warnings shall be given formally and shall be in writing. A copy of the warning report shall be given to the Secretary of the Union.
- (iv) Warnings issued to the employee by a Supervisor or Manager shall be in the presence of the employee's union delegate or nominee.
- (v) If following the aforesaid warnings, the employee has a further breach of the duties and obligations for which the employee has received previous warnings, the employment may be terminated forthwith.
- (vi) This clause shall not apply to the summary dismissal of an employee who performs an act of serious and wilful misconduct.

16. FINISHING AT NIGHT

When an employee, working overtime, finishes work at a time when the usual means of transport are not available, then the Company shall:



(a) provide transport or shall pay the employee at his/her ordinary rate for the time occupied in reaching home;

(b) pay the employee any additional outlay incurred in reaching his/her home by reasonable means of transport.

17. TRAVELLING EXPENSES

- (i) When an employee, in the course of his/her duty, is required to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred.

- (ii) When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling from his/her home to his/her usual place of employment.
- (iii) Any employee required to provide a motor car shall be paid the amount set in Item 3 of Table 2 of Part B extra per week.
- (iv) Where an employee is required to use his/her motor car by the Company on a casual or incidental basis, he/she shall be paid an amount as set in Item 4 of Table 2 of Part B per kilometre travelled, during such use.
- (v) If the company provides a vehicle, it shall pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

18. HIGHER DUTIES

All employees who are employed for one full day or more on duties which under this Agreement attract a higher rate of pay, shall be paid that higher rate of pay for the time so worked.

Where an employee relieves in a salaried or managerial position as above the time worked shall attract not less than the highest rate under this Agreement ie Grade 1; provided that the right is reserved for an individual employee to make representations for wages greater than Grade 1 above having regard to the circumstances of the particular case.

19. TERMINATION OF ENGAGEMENT

- (i) The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by the payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of misconduct.

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- (ii) An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee.

REDUNDANCY

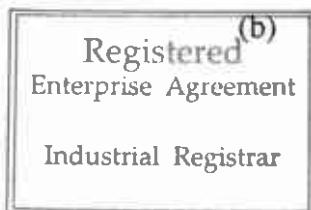
1. Application

- (i) This clause shall apply in respect of full time and part time employees employed in the classifications specified in the Agreement.
- (ii) Notwithstanding, anything contained elsewhere in this Agreement, this clause shall not apply to employees with less than one years' continuous service and the general obligation on the Company 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.
- (iii) Notwithstanding, anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justified instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees 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.

2. Introduction of Change

(i) Duty to notify

- (a) Where the Company 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 Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.



"Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(ii) Duty to discuss change

- (a) The company shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i), 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.

- (b) The discussion shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in subclause (i) above.
- (c) For the purpose of such discussions, the company 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 the company shall not be required to disclose confidential information the disclosure of which would adversely affect the company.

3. Redundancy

(i) Discussions before terminations

- (a) Where an employer has made a definite decision that the company no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (i) of Part 2 and that decision may lead to the termination of employment, the company shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the company has made definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.



(c) For the purposes of the discussion the company 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 employees normally employed and the period over which the terminations are likely to be carried out. Provided that the company shall not be required to disclose confidential information the disclosure of which would adversely affect the company.

4. Termination Of Employment

(i) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to termination by the company for reasons arising from "production", "programme", "organisation" or "structure" in accordance with Part 2 (i)(a) of this Clause.

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

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
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

- (b) 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.
- (c) 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.

(ii) Notice of Technological Change

This subclause sets out the notice provisions to be applied to termination by the company for reasons arising from "technology" in accordance with Part 2 (i)(a) of this clause.

- (a) In order to terminate the employment of an employee the company shall give to the employee three months notice of termination.



- (b) 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.