

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/56

**TITLE:** Sara Lee Intimates Distribution Centre Enterprise Agreement 1998

**I.R.C. NO:** 98/6684

**DATE APPROVED/COMMENCEMENT:** 22 January 1999 and commenced 1 May 1998

**TERM:** 18 Months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees covered by the Storemen and Packers, General (State) Award, and located at the Northmead Distribution Centre

**PARTIES:** Sara Lee Intimates Pty Limited -&- National Union of Workers, New South Wales Branch





**SARA LEE INTIMATES**

**DISTRIBUTION CENTRE  
ENTERPRISE AGREEMENT**

**1998**

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**1. Title**

This Agreement shall be referred to as the Sara Lee Intimates Distribution Centre Enterprise Agreement 1998.

**2. Arrangement**

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Appendix 1 - NUW & Sara Lee Intimates Redundancy Agreement

Appendix 2 - Distribution Centre Working Party



**3. Application of Agreement**

This Agreement shall apply to all employees covered by the Storemen and Packers General (State) Award located at the Northmead Distribution Centre.

**4. Parties Bound**

The parties to this Agreement are Sara Lee Intimates, a Division of Sara Lee Personal Products (Australia) Pty Ltd and the National Union of Workers, NSW Branch.

**5. Duration**

This Agreement shall operate for a period of 18 months commencing 1 May 1998.

**6. Relationship to Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award or any Award made in succession thereof. Provided that to the extent of any inconsistency between the Award and this Agreement, the provisions of this Agreement shall apply.

**7. Hours of Work and RDOs**

- (i) The ordinary hours of work shall be 76 hours per fortnight to be worked as follows :

*Team 1 :*

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Week 1	7.00 - 5.00	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00
Week 2	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00

*Team 2 :*

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Week 1	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00
Week 2	7.00 - 5.00	RDO	7.00 - 5.00	7.00 - 5.00	7.00 - 5.00

- (ii) Each team shall consist of an equal number of employees as near as possible.



**Sara Lee Intimates Distribution Centre Enterprise Agreement 1998**

- (iii) In extenuating circumstances, an individual employee may request an alternative arrangement of hours. Any such arrangement must be by mutual agreement with the Company having regard to the needs of the business. Where agreement cannot be reached, the hours of work shall be arranged as in sub-clause (i) above.
- (iv) During peak periods, the Company may nominate a maximum of six (6) RDOs as work days each year, provided that no more than two (2) RDOs shall be worked per month and no more than two (2) RDOs may be worked in succession. Such worked RDOs shall be paid back by 30 June in that year. Hours not paid back as time in lieu by 30 June in a year will be paid for at overtime rates.
- (v) Employees will be given three (3) weeks notice for the working of an RDO.
- (vi) Days paid back as time off will be at two (2) weeks notice and consecutive with a weekend or scheduled RDO.
- (vii) Accumulated RDO hours will be paid to an employee on termination of their employment.
- (viii) Additional RDOs in excess of six (6) may be nominated as work days by the Company provided that work on such days will be voluntary and will be paid for at overtime rates.
- (ix) RDO's will be monitored by the Distribution Centre Manager and the Pay Office.

**8. Wages**

- (i) The following wage increases shall apply during the life of this Agreement.

% Inc	Effective Date	Skill Level 1	Skill Level 2	Skill Level 3	Skill Level 4	Skill Level 5
--	Current Rate	467.20	486.10	493.30	506.80	522.80
3%	First pay period to commence on or after 1 May 1998	481.25	500.70	508.30	522.00	538.50
3%	First pay period to commence on or after 1 February 1999	495.70	515.80	523.50	537.70	554.70

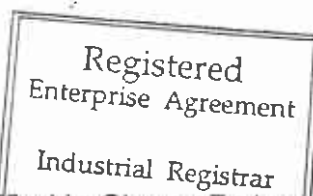


**9. Labour Flexibility and Training**

- (i) The parties are committed to ensuring maximum flexibility in order to increase efficiency and productivity. These efficiencies, together with a skilled workforce, will contribute to competitiveness of the Company and job security for its employees.
- (ii) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, the workforce will be multiskilled to the skill levels required to achieve and support Company goals. The Consultative Committee will continue to deal with the implementation of the productivity, flexibility and training arrangements.
- (iii) The Company is committed to training existing employees to enhance their skills to enable the multi-skilling of its workforce. All employees will perform work that is within their competence, is safe, reasonable and logical. This shall include work that is incidental and / or peripheral to their main tasks or functions.
- (iv) Employees will transfer and / or rotate between machines or operations within their level of competence as required by the Company. All employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job assigned to the employee in which he / she has been competently trained.
- (v) Employees will perform work that is required to trial any intended technological changes or changes to the way work is organised and / or performed, provided that no employee will be unreasonably requested to carry out any tasks that they are not able to perform in a safe manner.
- (vi) Employees will only perform work they are fully trained and competent to carry out. When acting in a position and carrying out work which requires skills not ordinarily used by an employee, that employee shall be compensated accordingly.

**10. Overtime**

- (i) All time worked outside the ordinary hours of work specified in Clause 7 above shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter, provided that all time worked after 12.00 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 (4) hours at the appropriate rate.



- (ii) The Company may require any employee to work reasonable overtime at overtime rates.
- (iii) All overtime will initially be offered to permanent warehouse employees. In the event that further labour is required, overtime will then be offered to casual employees. After discussions with union delegates, if the Company's requirements cannot be met, other arrangements may be made to cover immediate company requirements.

**11. Annual Leave**

- (i) Annual Leave is to be scheduled to meet the requirements of the Company in accordance with the Annual Holidays Act 1944.
- (ii) Where practicable, the preference of an employee will be taken into consideration. Annual Leave will not generally be approved during peak volume periods.

**12. Sick Leave and Family Leave**

- (i) A full-time employee shall be entitled to Sick Leave as follows :

First year of employment :	38 hours
Second and subsequent years of employment :	76 hours

- (ii) From 1 November 1996, in respect of Sick Leave accruing on or after that date, an employee may elect to receive money once at the end of each year of employment, in lieu of untaken Sick Leave in excess of a minimum of forty (40) hours accrual. Any hours accrued prior to 1 November 1996 will be included in the bank of forty (40) hours.
- (iii) Employees will notify their election choice in writing and it shall stand for the whole year. If an employee wishes to change their choice they may do so in writing for their next year.
- (iv) Once an employee notifies of their choice to receive money, payment of the full money value to that employee shall completely discharge the Company's liability for Sick Leave entitlement for that employee for the period covered by the payment.
- (v) An employee shall not take unpaid Sick Leave while they have sick leave credits available.

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- (vi) Sick Leave taken shall be taken in the first instance, from the current year's accrual.
- (vii) Any untaken Sick Leave accrued up to 1 November, 1996 shall not be lost but shall be available to the employee for a period of twelve (12) years from the end of the year in which it was accrued.
- (viii) The Company reserves the right to monitor absenteeism and that where an employee displays a regular pattern of absenteeism, the Disciplinary Procedure will be applied. The requirements for doctors certificates and notification of absence, as consistent with the relevant award, will be strictly applied.
- (ix) The Company will reasonably consider any application for paid and unpaid family leave to enable employees to provide short term assistance to ill members of their immediate family.

This leave may be taken as part of a sick leave entitlement having regard to the terms of the "State Personal / Carer's Leave Case - August 1996". The taking of such leave shall reduce the amount of sick leave entitlement proportionately by hour.

### 13. *Terms of Engagement*

Employees may be engaged as full time, part time, or casual.

#### *Casuals*

A casual employee shall be engaged and paid as such. Their span of ordinary hours shall be as set out in Clause 7 - Hours of Work and RDOs, and they shall be paid 1/38th of the appropriate rate of pay for their classification, plus a casual loading of 15% per hour. An additional 1/12th as per the Annual Holidays Act 1944 will also be paid.

A casual employee shall receive a minimum payment of four (4) hours for each start.

#### *Part-Time*

Part-time employees may be employed provided that the ratio **does not exceed** 15% of the full-time employees. Any additional part-time requirements will need to be approved through consultation with the employee representatives.

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Part-time employees will receive the benefits of this Agreement on a pro-rata basis.

Job-share arrangements can be made by mutual agreement between the employee and the Company.

**14. New Employees**

- (i) All new employees will receive an induction into the Company's operations and Policies and Procedures relating to work practices and Occupational Health and Safety in the workplace.
- (ii) New employees (except Casuals) will be granted permanent employment subject to a three (3) month probation period. During this period the employees will receive appropriate training in addition to :

On commencement	Induction Programme (which will include an introduction to union delegates)
Within four (4) weeks of commencement	Follow-up Induction
Within eight (8) weeks of commencement	Performance Review and assessment for permanent employment
On three (3) months of employment	Advice regarding permanent-employment

A Union delegate will be present at interviews with the employee.

Any person newly appointed in the warehouse shall be required to remain at the Grade 1 level for a period of not less than six (6) months.



**15. Occupational Health and Safety**

The Company and all employees recognise their responsibilities with respect to Health and Safety in the workplace in accordance with the Occupational Health and Safety Act 1983 and Regulations.

**16. Protective Clothing**

The Company shall supply, on request, Warehouse employees with protective clothing, ie dust coat or apron.

**17. Grievance and Dispute Settling Procedures**

In an effort to promote good industrial relations between union members and the Company and to achieve the satisfactory resolution of industrial disputes without loss of wages or production, the following procedure will be adhered to by all parties :

- (i) An employee who has a grievance should ask his / her delegate to take the matter up with their immediate supervisor. If they do desire, they can be present with their delegate.
- (ii) If the employee is dissatisfied with the supervisor's decision, they should ask that the matter be taken by the supervisor to the Warehouse Manager as promptly as circumstances permit.
- (iii) If the employee is dissatisfied with the Warehouse Manager's decision, the employee shall ask the matter be taken by the delegate to the Logistics Manager.
- (iv) If the decision provided for in (c) above is unsatisfactory, the matter shall be referred to the union secretary (or their nominee), who shall request a conference with management to discuss the grievance.
- (v) Whilst these procedures are being followed promptly, work shall continue as normal and the status quo will prevail. (The status quo is the situation that exists prior to the matter given rise for dispute.)
- (vi) If the final decision fails to resolve the issue, a conference will be convened before it is determined that the matter is likely to cause an industrial dispute. At this stage, should the matter not be resolved, each side is free to proceed as it may decide.
- (vii) Should a dispute arise within the industry which is outside the foregoing matters, the union's officials shall confer with the management at a time and a place mutually acceptable on such dispute, before any action is taken.
- (viii) For the purposes of this clause "grievance or dispute" means :



A question, dispute or difficulty concerning the interpretation, application or

operation of this Agreement or the settlement of any such question, dispute or difficulty should it arise.

- (ix) Should all the above steps fail to reach an agreement, then either party has the right to refer the matter to the New South Wales Industrial Relations Commission for conciliation.

### **18. Consultative Committee**

The Northmead Consultative Committee will be re-established with at least two employees/union representatives and two management representatives.

The role of the Consultative Committee will be to assist in developing training plans and to allow ease of progress when positions become available.

The Consultative Committee will also discuss issues affecting Sara Lee Intimates and, in particular, the Northmead site to allow effective communication between the company, the union and employees.

### **19. Disciplinary Procedure**

- (i) A formal disciplinary procedure is to be followed to ensure fair and consistent treatment of employees whose work performance and / or conduct needs improvement.

- *Stage 1 - Verbal Warning / Counselling*

The employee is to be clearly advised of the improvement required and of the consequences of failing to achieve required standards of performance and conduct. A record of this discussion will be retained by the Supervisor.

- *Stage 2 - Written Warning / Counselling*

The employee is to be clearly advised of the improvement required and that failure to improve to the required standard will result in a final written warning which could lead to the termination of their employment.

- *Stage 3 - Final Written Warning / Counselling*

The employee is to be clearly advised of the improvement required and that failure to improve to the required standard will result in the termination of their employment. It must be emphasised at this stage that this is the final stage of the Disciplinary Procedure before dismissal.

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- *Stage 4 - Dismissal*

- (ii) Throughout the Procedure, employees will be given the opportunity to present their own view of the situation and reasons for their conduct.

A Union delegate will be involved at every stage of the Disciplinary Procedure.

Each written warning will be provided to the employee and a copy shall be kept on their file.

Each stage of the procedure shall have a life of twelve (12) months.

- (iii) The Company reserves the right to summarily dismiss an employee in the event of serious misconduct.

## **20. Superannuation**

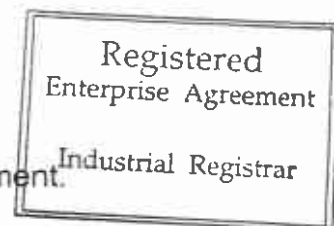
- (i) All employees will have a choice of two superannuation funds, the Labour Union Co-Operative Retirement Fund (LUCRF) or the relevant Sara Lee company superannuation fund.

## **21. Redundancy**

- (i) The Redundancy Agreement between the NUW and Sara Lee Intimates which came into effect from 27 November 1995 shall form part of this Agreement as Appendix 1.
- (ii) If the Sara Lee Intimates Distribution Centre relocates, if Distribution Centre labour is outsourced or any redundancy situation occurs, both parties to the Distribution Centre Enterprise Agreement 1998 will discuss the application and effect of the Redundancy Agreement on Distribution Centre staff.

## **22. No Extra Claims**

No extra claims will be pursued during the life of this Agreement.



**Signatories to the**

**SARA LEE INTIMATES DISTRIBUTION CENTRE  
ENTERPRISE AGREEMENT 1998**

Signed on behalf of  
**The National Union of Workers  
NSW Branch**



Frank Belan

4.8.98

Date

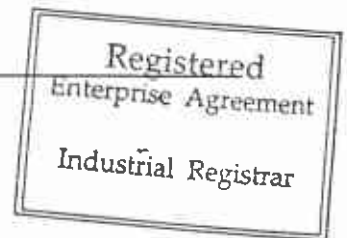
Signed on behalf of  
**Sara Lee Intimates**



Alan Blake

10.8.98

Date



**Redundancy Agreement**



**REDUNDANCY AGREEMENT**

**between**

**NATIONAL UNION OF WORKERS**

**and**

**SARA LEE INTIMATES**



**November, 1995**

## REDUNDANCY AGREEMENT

1. This agreement between the National Union of Workers and Sara Lee Intimates will cover terms and conditions (in addition to any coverage under Award or other legislation) having application to permanent employees covered by the Storeman and Packers (State) Award who are deemed to be redundant.

### 2. *Definitions :*

(a) Redundancy shall mean, and shall be deemed to exist where -

(i) The employer has ceased, or intends to cease to carry on the business; or

(ii) The employer has ceased, or intends to cease to carry on the business in the place at which the employees were contracted work; or

(iii) The requirements of the business for the employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish; or

(iv) The requirements of the business for employees to carry out work of a particular kind, in the place at which they were contracted to work, have ceased or diminished or are expected to cease or diminish.

(b) "Business" includes part of a business.

(c) "Ordinary Rate of Pay" means the normal weekly payment received by the employee at the date of notification of retrenchment or when that person's services are terminated, whichever is the higher, and shall include incremental payments, service grants, disability payments, industry loading and shift allowance.

(d) "Employee" means full time weekly employees only.

(e) "Employer" means Sara Lee Management.

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3. ***Proposed Termination on Account of Redundancy :***

Notwithstanding any other provisions of this Agreement an employer who proposes to terminate the employment of any employee wholly or substantially on account of redundancy shall :

- (a) Consult with the union about all matters, relating to the handling of redundancies at the earliest possible time.
- (b) Give employees six months' notice of pending retrenchments, however in cases where this is not possible a minimum of four weeks will be given.
- (c) In consultation with the Union the employer may call for employees on the same skill classification who are willing to volunteer for such termination and in the event that an employee on the same skill classification does volunteer then the employer shall terminate the employment of such volunteer in preference to any employee of the same skill classification who did not volunteer, provided always that such volunteering pursuant to this paragraph shall be deemed not to be a termination of the employment of the employee, and such volunteering shall not remove the employer's liability to pay the undermentioned redundancy payments, and
- (d) Subject to paragraph (c) of this sub-clause in selecting which employee is to be subject to termination then preference according to the length of service of the employees with the employer, shall operate to the effect that an employee with the least service is selected for such termination, and
- (e) Permit the employee to take leave without loss of pay, <sup>during the</sup> period of such notice, for the purpose of attending interviews for <sup>other</sup> employment, provided there is consultation with management <sup>prior to</sup> such leave. Registered  
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- (f) The employee shall be allowed to use the employer's <sup>facilities to</sup> contact prospective employers and the union, and Industrial Registrar
- (g) During the period of notice of retrenchment, the employee shall not be dismissed for another reason prior to consultation with the union, and
- (h) Permit the employee who has been given notice pursuant to paragraph (c) of this sub-clause to terminate his / her own employment at any time during the period of such notice and notwithstanding such termination the employment shall be deemed to have been terminated by the employer pursuant to this clause and such employer shall still be liable for retrenchment payments.

4. ***Redundancy Payments on Termination :***

Notwithstanding any other provisions of this Agreement, an employer who terminates the employment of an employee wholly or substantially on account of redundancy shall :

- (a) Give to the employee not less than one week prior to such termination an itemised statement in writing of the employee's entitlements pursuant to this sub-clause, and
- (b) Give to the employee no later than the time of termination a certificate of service in writing indicating the period of the employee's employment and the reason for termination, and
- (c) Pay the employee not later than the time of termination -
  - (i) Six weeks pay, and
  - (ii) A redundancy payment of three weeks ordinary pay for every year of continuous employment with the employer pro-rata monthly, and
  - (iii) An additional week of pay for each year of continuous employment with the employer pro-rata monthly, where the worker is over 40 years of age.
  - (iv) *Accumulated Sick Leave* - The employee shall be paid at the ordinary rate of pay for all accrued sick leave to that employee's credit.
  - (v) *Long Service Leave* - A payment for all employees with two years service or greater, this payment to be calculated to completed years and months of service.
  - (vi) *Annual Leave* - A pro-rata payment based on 3.08 hours pay at the ordinary rate for each 5 ordinary working days.
  - (vii) *Annual Leave Loading* - To be paid on a pro-rata basis the payment to be calculated to a completed period of 5 ordinary working days worked.
  - (viii) *Superannuation* - All superannuation payments will be provided in the appropriate trust deeds and rules.

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- (ix) *Preference of Employment* - All employees made redundant to have first consideration for any vacancies which may arise at the company and are in accordance with the company's needs in their skill classifications.
- (x) *Public Holidays* - If retrenched, all employees will be paid for public holidays which occur within three months of Termination.
- (xi) *Death of an Employee* - Should any employee die before the final date of Termination, all entitlements under this scheme are to be paid into the employee's estate.

5. ***Reclassification :***

If the company offers to re-classify workers as an alternative to retrenchment, then the procedures should be as follows -

- (a) All employees having notice of retrenchment will be individually interviewed with a union representative present, with regard to possible transfers.
- (b) In the event of not being able to place an employee in a vacancy of equivalent skill classification an employee may be offered a position at a lesser rate of pay in lieu of retrenchment.

An employee has the right to reject the offer without affecting retrenchment payments.

- (c) In the event of the rate of wages prescribed for the new classification being less than that provided for the former classification then the employee shall be paid at the rate of wages of the former classification until wage increases bring the wage for the new classification up to or above the rate for the former classification.

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6. ***Notification of Public Authorities :***

The employer shall notify relevant public authorities of impending redundancies or retrenchments so that all appropriate action may be taken by those authorities to assist the workers affected.



**Distribution Centre Working Party**

As part of our commitment to progress, we will undertake a complete review of work practices in the Distribution Centre with a view to the possible implementation of a incentive/bonus system after agreement with all parties.

