

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/117**

**TITLE:** Campbells Cash & Carry Pty Ltd, Orange Enterprise Agreement  
2000

**I.R.C. NO:** 2001/1776

**DATE APPROVED/COMMENCEMENT:** 2 April 2001

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA99/117

**GAZETTAL REFERENCE:** 11 May 2001

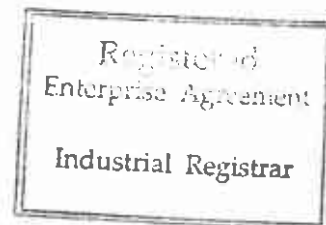
**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the Company engaged as Storeworkers, located at Orange

**PARTIES:** Campbells Cash & Carry Pty Ltd -&- Michael Bacon, Jamie Corby, Ramon Fleming, Gwendaline Harvey, Sandra Hayes, James McLennan, Rhonda Mill, Mary O'Brien, Graeme Roberts



CAMPBELLS CASH & CARRY PTY LIMITED

AND

EMPLOYEES AT ORANGE BRANCH

**FILED**

7 MAR 2001

OFFICE OF THE INDUSTRIAL REGISTRAR

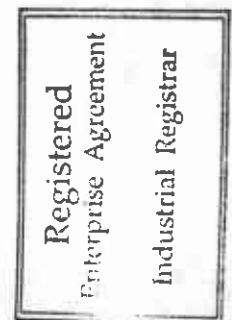
THIS ENTERPRISE AGREEMENT made the            day of            Two  
Thousand, between CAMPBELLS CASH & CARRY PTY LIMITED and storeworkers  
employed at the Orange branch of the Company.

Whereas the representatives of the parties have met in conference and have agreed that the remuneration and conditions of employment set out hereunder and incorporated herein by reference, shall become embodied in an Agreement to be filed in accordance with the provisions of the Industrial Relations Act, 1996, and shall, in so far as the matters contained therein are concerned, regulate the relations between the parties hereto during currency of this Agreement.

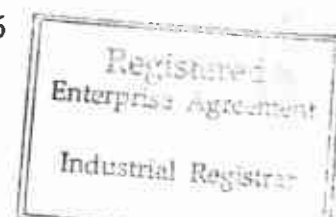
And whereas it is further mutually agreed by and between the parties hereto that terms and conditions of employment set out hereunder and incorporated herein by reference shall be observed and performed by the Company and by the employees at Orange, NSW, in respect of employment by the Company of Storeworkers.

INDEX

Area Incidence and Duration .....	30
Attendance at Repatriation Centres .....	28
Bereavement Leave .....	29
Casual Employees .....	19
Conduct of Employees .....	10
Definitions .....	4
Dispute Settling Procedure .....	25
Employee Representatives .....	24
Fares and Travelling .....	20
First Aid .....	9
Flexibility of work .....	5
Freezer Allowance .....	8



General Provisions .....	22
Holidays .....	16
Hours of Day Work .....	2
Jury Service .....	27
Meal Allowance .....	15
Meal Hours .....	14
Mixed Functions .....	12
Notations .....	23
Overtime .....	13
Part Time Employees .....	7
Shift Work .....	3
Sick Leave .....	18
Sunday Work .....	17
Terms of Engagement .....	21
Title .....	1
Wages .....	6



1. **TITLE**

This Agreement may be referred to as the Campbells Cash & Carry Pty Limited, Orange Enterprise Agreement 2000.

2. **HOURS OF DAY WORKERS**

- (i) The ordinary working hours of employees, exclusive of meal times, shall not exceed ten hours per day nor be less than four hours per day or more than forty hours per week and shall be worked on not more than five days of the week. Such hours shall be worked between 6:00 am. and 8:00 p.m. Monday to Sunday, inclusive.

- (ii) Times for starting and finishing once having been set shall not be altered unless in case of emergency or by mutual agreement. Provided that an earlier starting time than that provided in this clause may be introduced by mutual agreement.
- (iii) All ordinary time worked on Sunday shall be paid at the rate of time plus 50 %.

### 3. SHIFT WORK

- (i) For the purpose of this Clause:  
“Afternoon Shift” means any shift where the ordinary hours of work finish after 8:00 p.m. and at or before midnight.

“Night Shift” means any shift where the ordinary hours of work finish subsequent to midnight and at or before 8:00 am.

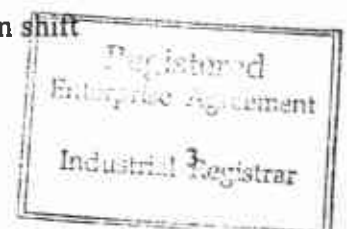
- (ii) The ordinary hours of shift workers shall not exceed ten hours per day nor be less than four hours per day or more than forty hours per week, with a maximum of five shifts to be worked in any one week between 9:00 p.m. Sunday and midnight Friday.

Such ordinary hours shall be worked continuously except for a thirty-minute break , which shall be counted as time worked.

- (iii) The time of commencing and ceasing shifts once having been determined may be varied by mutual agreement to suit the circumstances of the enterprise or in the absence of agreement by seven days notice of alteration given by the Company to the employees.

- (iv) (a) A shift worker whilst on afternoon shift shall be paid for such shift an allowance of 17.5% in addition to the ordinary rate provided in Clause 6, Wages.
- (b) A shift worker whilst on night shift shall be paid for such shift an allowance of 27.5% in addition to the ordinary rate provided for in Clause 6, Wages.
- (c) Shift work allowances shall not be decreased by virtue of a shift worker's absence from work on account of a public holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service.
- (v) Shift workers for all the time worked in excess of or outside the ordinary working, hours prescribed by this Agreement shall be paid at the rate of time and a half for the first two hours then double time thereafter.

Such overtime rates shall be in substitution for and not cumulative upon shift allowances prescribed in subclause (iv) hereof.



NOTE: See subclause (vi) of Clause 13, Overtime, for the rest periods after overtime.

- (vi) The Company may require employees to work reasonable overtime to meet the needs of the enterprise.
- (vii) Shift workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 16, Holidays, or Clause 17, Sunday Work, of this Agreement in lieu of the shift allowances prescribed in this clause. Where shifts commence between 9:00 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 between 9:00 p.m. and midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such 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.

#### 4. DEFINITIONS

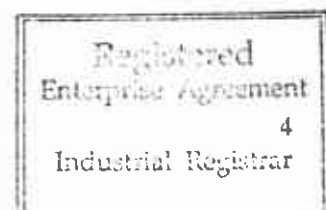
"Storeworker" shall mean an employee who receives goods and/or stores goods, and/or picks goods, and/or assembles orders, and/or stacks goods or orders, and/or despatches goods or orders, and/or loads and unloads vehicles (including railway trucks), and/or packs and unpacks bulk containers, and/or carries out necessary paperwork relative to such work and in the course of such work may be required to operate computers, or any mechanical, electrical or other power driven appliance.

"Fork Lift Driver" shall mean a Storeworker who is principally engaged in driving a fork lift truck and who holds, for the purpose, a certificate of competency under Section 17 of the Construction Safety Act 1912 as amended.

"A Week" for all purposes of this Agreement and relevant legislation shall be forty hours over any five days, Monday to Sunday inclusive.

#### 5. FLEXIBILITY OF WORK

The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and 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 enterprise

**6. WAGES**

The weekly wage for employees covered by this Agreement shall be as set out hereunder:

(i)

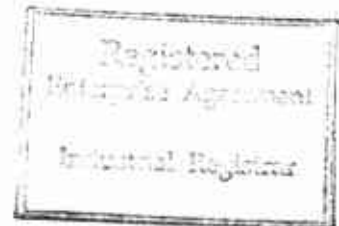
ADULTS	(Rate Effective from f.p.p on or after 1 November 2000)	(Rate Effective from f.p.p on or after 1 August 2001)
STOREWORKER	\$584.20	\$595.90
STOREWORKER FORK LIFT	\$599.00	\$611.00
FORKLIFT DRIVER	\$613.70	\$626.00
RECEIVER OR STORE SUPERVISOR	\$631.60	\$644.20

(ii) The wages herein include a consideration for Annual Leave loading and an additional one day holiday.

(iii) Juniors may be engaged in checkout work, housekeeping and barrow work at a weekly rate calculated at the following percentage of a Storeworker:

- At 17 and under - 60%
- At 18 years of age - 70%

Rates shall be calculated to the nearest ten cents.



(iv) Juniors employed in any other class of work to that described in subclause (iii) shall receive the appropriate adult rate.

(v) A clothing allowance of \$3.90 per week shall be paid to all weekly employees. Where a uniform is provided the allowance shall be compensation for laundry.

(vi) The rates of pay contained in this clause take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with this clause on and from 3 June 1998 or the date of employment, whichever is the later.

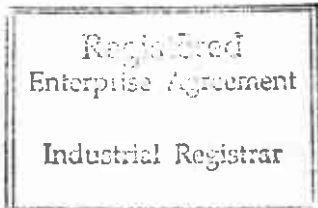
(vii) The increases provided herein are to the exclusion of any other award, industry or company increase or adjustment nor shall National or State Wage movements apply.

**7. PART-TIME EMPLOYEES**

- (i) Part-time employees may be engaged and shall be regularly employed for a fixed number of hours per week, with a minimum of 3 hours per day and a maximum of 34 hours per week.
- (ii) Part-time employees shall be paid an hourly rate equivalent to one-fortieth of the appropriate weekly rate prescribed by Clause 6, Wages of this Agreement. Part-time employees shall be entitled to all the conditions of this Agreement on a proportionate basis to the ordinary hours worked.
- (iii) Existing employees at the operative date of this agreement may, if they wish, volunteer for part time positions that may become available.

**8. FREEZER ALLOWANCE**

- (i) An employee whose primary function is the handling or loading of goods into or out of freezer rooms or freezer cabinets (i.e. a room or a cabinet with an inside temperature falling below 0 degrees Celsius) shall be paid a disability allowance of \$23.40 week, in the case of full time employees and a pro-rata amount in the case of casual and part time employees.
- (ii) An employee who occasionally works in a freezer room or freezer cabinet as described above shall be paid a disability allowance of \$7.30 week in the case of full time employees and a pro rata amount in the case of casual and part time employees.
- (iii) If relieving on freezer work as described above, the employee shall receive a pro-rata payment as appropriate.
- (iv) The Company shall provide suitable freezer protective clothing which shall remain the property of the Company and shall be laundered or cleaned at Company expense.
- (v) This clause shall not apply to work associated with or in the dairy or cool room.



**9. FIRST AID**

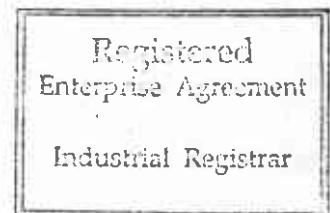
A proper first aid kit shall be maintained. The qualified first aid attendant shall receive \$13.30 per week extra.

**10. CASUAL EMPLOYEES**

- (i) Casuals may be employed in any class of work at the hourly rate equivalent of the appropriate weekly rate plus a 15% loading, Monday to Sunday inclusive.
- (ii) Pro-rata holiday pay being one twelfth (1/12th) of ordinary earnings shall also be paid in the hourly rate.
- (iv) Casuals working on Sunday shall receive an extra loading of 50%.
- (v) A minimum payment of four hours shall be paid for each start.

**11. PAYMENT OF WAGES**

- (i) All employees shall be paid during working hours on a day not later than Thursday of each week. Casual employees shall, where practicable, be paid at the termination of their engagement.
- (ii) 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.
- (iii) EFTPOS will be available for all employees at the workplace.



**12. MIXED FUNCTIONS**

An employee employed for two hours or more per day or ten hours or more per week for work other than that on which he is regularly employed and for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the whole day or the whole week as the case may be, whilst so employed. If employed for less than two hours on any day he shall receive such higher rate of pay whilst so employed.

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

**13. OVERTIME**

- (i) Overtime shall mean all time worked by weekly or part-time employees as follows:

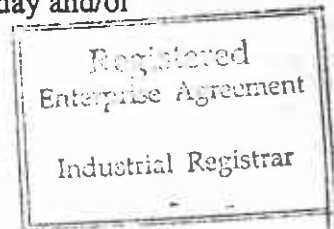


In excess of forty hours per week; five days per week; ordinary rostered hours per day; prior to the fixed commencing time; after the fixed ceasing time.

- (ii) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime on a Sunday shall be paid at the rate of double time and a half.
- (iii) In computing overtime payments, each day's work shall stand alone.
- (iv) Overtime on a Saturday shall be paid for a minimum of four hours at the appropriate rate provided that if an employee is notified to work more than four hours and is then not required to work those hours, the minimum payment shall be the period of the original notification. Provided further that the minimum payment prescribed herein shall not apply where the Saturday overtime is worked concurrently with ordinary time on that day.
- (v) The Company may require employees to work reasonable overtime to meet the needs of the enterprise.
- (vi) When overtime is necessary it shall wherever reasonably practicable be arranged so 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 a termination of his ordinary hours 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 the Company, 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.

This subclause shall not apply in respect to overtime worked on Saturday and/or Sunday.



14. MEAL HOURS

- (i) Not less than thirty minutes nor more than one hour between the hours of 12 noon and 2:00 p.m. shall be allowed for lunch, such meal break to be unpaid. The time for partaking thereof shall be fixed by the Company but once having been fixed shall not be altered without seven days notice.
- (ii) An interval of not less than thirty minutes between 5:00 p.m. and 6:30 p.m. shall be allowed for tea. Where work performed by a day worker is to continue after 9:00

p.m. a break of 30 minutes shall be allowed from 8:30 p.m. and such time shall be counted as time worked.

- (iii) An employee required to work overtime on a Saturday, Sunday or public holiday, other than as provided in subclause (iv), shall be allowed a paid crib break of twenty minutes for each completed five hours worked; the said five hours to be calculated from the time of each commencement of work.
- (iv) An employee required to work overtime for a period of eight hours between the hours of 6:00 am and 8:00 p.m. on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of subclause (iii) of this clause shall not apply.
- (v) Provided that the Company and its employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.
- (vi) This clause applies only to full-time and part-time employees

#### 15. MEAL ALLOWANCE

- (i) An employee who works overtime for more than one hour on any day or shift before or after the fixed starting or ceasing time shall be paid on such a day \$7.80 as a meal allowance. Should any employee be notified of the intention to work overtime and then not be called upon so he/she shall be paid the amount of \$7.80.
- (ii) Should an employee undertake to work overtime nominated by the company and then fail to work the full period of overtime so nominated he shall forfeit from any moneys owing to him the amount of the meal allowance.

Provided that this subclause will not apply to an employee who is no more than ten minutes late to work the nominated period of overtime prior to his normal starting time due to exceptional circumstances that are accepted by management as bona fide.

- (iii) This meal allowance shall be paid by EFT included in the payment of weekly wages as an after tax payment.

#### 16. HOLIDAYS

- (i) The following holidays or the days upon which they are observed shall be allowed to all weekly employees without deduction from the weekly pay, viz.: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day together with all statutory and/or gazetted public holidays for the State.

Registered Enterprise Agreement Industrial Registrar
--

- (ii) For time worked on any holiday, other than Christmas Day and Good Friday, double ordinary rates shall be paid in addition to the weekly wage with a minimum of four hours. For time worked on Christmas Day or Good Friday, treble ordinary rates shall be paid in addition to the weekly wage with a minimum of four hours.

## 17. SUNDAY WORK

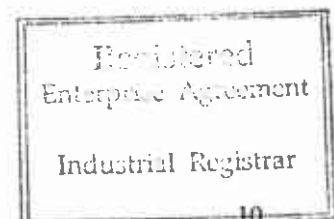
Overtime on a Sunday shall be paid at the rate of double time and a half with a minimum of four hours provided that if an employee is notified to work more than four hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

Provided further that the minimum payment prescribed herein shall not apply where the Sunday overtime is worked concurrently with ordinary time on that day.

## 18. SICK LEAVE

- (i) (a) An employee for the time being working under this Agreement who, after not less than three months continuous service with the Company is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity, including incapacity arising from injury within the Workers Compensation Act 1987, as amended, not due to his own serious wilful misconduct shall be entitled to be paid at ordinary time rates for the time of such non-attendances, provided that he shall not be entitled to be paid leave of absence for any period in respect of which he is entitled to Workers Compensation. Provided however, that once an employee has had three months continuous service with the Company he shall be paid for any absence owing to illness during the first three months.
- (b) He shall, within twenty four hours of the commencement of such absence, inform the Company of his inability to attend for duty and, as far as possible, state the nature of injury or illness, and the estimated duration of the incapacity.
- (c) He shall prove to the satisfaction of the Company 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) He shall not be entitled to sick leave in excess of the following

In the first year of employment - forty-four hours



In the second year and up to and including the fourth year of employment - sixty hours.

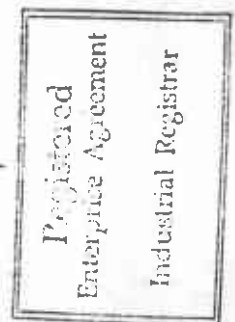
In the fifth year and thereafter - seventy-two hours.

- (e) The rights under this clause accumulate from year to year so that any sick leave which has not been allowed in any one year may, subject to conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in a subsequent year of employment.
  - (f) No employee shall be retired on the grounds of ill health until his accumulated sick leave credits have been exhausted or unless the cash value of the accumulated sick leave credit has been paid to the employee on termination of employment.
  - (g) 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 prior to 31 May 1994.
- (ii) For the purposes of this clause continuous service shall be deemed not to have been broken by:
    - (a) any absence from work by reason of leave granted by the Company
    - (b) any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall in each case be upon the employee.
  - (iii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying hereunder.
  - (iv) Employees under this Agreement shall in any year of employment be allowed the first two separate single days absence on account of personal illness or injury without production of proof of such illness or injury.

All other sick leave shall be subject to proof as provided in subclause (i) (c) of this clause.

#### 19. BEREAVEMENT LEAVE

- (i) An employee shall, on the death of a wife, husband, father, mother, brother, sister, child, step-child, grandchild, parent-in-law, foster parent or grandparent, be entitled on notice to leave including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary working days. In the case of attendance at a funeral of such relation outside Australia such leave shall be without deduction of



pay for a period not exceeding the number of hours worked by an employee in five ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the company if so requested, together with proof of attendance in the case of a funeral outside Australia.

- (ii) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral he shall be entitled to one day only, unless he can demonstrate to the Company that additional time up to a period of three days was justified.
- (iii) For the purposes of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de-facto wife or husband.

## 20. FARES AND TRAVELLING TIME

Employees temporarily transferred shall be reimbursed any fares or travel expenses involved together with payment for all extra time spent travelling.

## 21. TERMS OF ENGAGEMENT

- (i) Except as to casual employees, full-time and part-time employment shall be on a weekly basis.
- (ii) Employment of full-time and part-time employees during the first month of service shall be from day to day at the weekly rate terminable by a moments notice on either side but the Company shall indicate clearly to an employee at the time of engagement whether he is being engaged as a full-time, part-time or casual employee.
- (iii) Subject as provided elsewhere in this Agreement employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wage in lieu of notice.
- (iv) Notwithstanding any provisions of subclause (i), (ii) and (iii) of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.
- (v) All employees are required to work to the operational systems of the Branch and observe Company procedures as laid down by management.
- (vi) Employees may be required to work after their normal ceasing time to attend to customers then in the Branch or in connection with the closing of the day's business.



If the time so worked is overtime, it shall be paid at overtime rates with any time less than fifteen minutes counted as fifteen minutes and any time beyond fifteen minutes counted as thirty minutes.

- (vii) All employees under this Agreement shall, when returning to work after an absence, report to their Manager and inform the Manager of the reason for absence.
- (viii) As part of the agreed offsets for a Second Tier wage increase, the following general conditions apply:
  - (a) Elimination of all walking or washing time where existing and all employees are to work to the official ceasing time.
  - (b) Co-operation of employees with Branch Management at times of peak demand to maintain and improve service to customers.

## 22. GENERAL PROVISIONS

- (i) Each employee on the termination of his employment shall, on request, be given a statement in writing signed by the Company stating the position held by the employee and his length of service.
- (ii) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (iii) Employees shall be provided with reasonable dining accommodation, locker, change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- (iv) Employees shall be allowed a ten minute morning tea break. The Company acknowledges the need of employees to comfort breaks as the need arises.

## 23. NOTATIONS

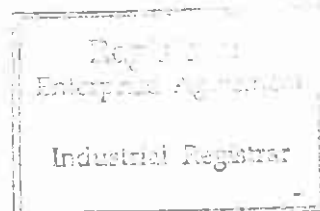
Annual Holidays - See Annual Holidays Act, 1944,

Long Service Leave - See Long Service Leave Act, 1955

Parental Leave - See Industrial Relations Act, 1996.

Family/ Carer's Leave - See Industrial Relations Act, 1996

Redundancy - See Employment Protection Act 1982 as amended.



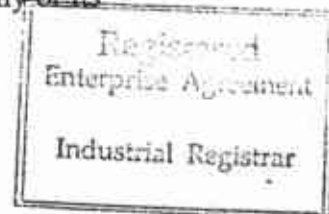
Right of Entry - See Industrial Relations Act, 1996.

Superannuation – See Superannuation Guarantee Act, (C'Vealth) 1992

Workers Compensation. - See Workers Compensation Act, 1987, as amended,

#### **24. EMPLOYEE REPRESENTATIVES**

Where an employee is elected by his fellow employees as an employee representative and his name is forwarded in writing to the Company, the said employee representative shall be allowed by the company such time as is necessary to interview the Company or its representative on matters affecting the employees he represents.



#### **25. DISPUTE SETTLING PROCEDURE**

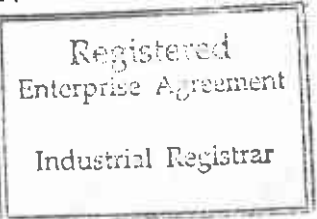
Subject to the Industrial Relations Act, 1996 grievances or disputes shall be dealt with in the following manner:

- (i) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, requesting a meeting with the Manager for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- (ii) If agreement is not reached, the matter shall then be referred by the Manager to a higher authority no later than three working days after (i) above (weekends and holidays excepted). At the conclusion of the discussion, the Manager must provide a response to the employees grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (iii) If the matter is still not settled within a reasonable period of time, it may be referred/notified by either party to the Industrial Relations Commission of New South Wales for settlement.
- (iv) While this procedure is being followed, normal work must continue,
- (v) The Company may be represented by an industrial organisation of employers and the employees may be represented by an organisation of employees for the purposes of each step of the procedure.

#### **26. CONDUCT OF EMPLOYEES**

- (I) Where a weekly or part-time employee's work performance, and/or attitude, and/or attendance, and/or punctuality of attendance is not to the satisfaction of the Company, the employee shall be entitled to two separate warnings.

- (ii) If, following the aforesaid warning, the employee's work performance, and/or attitude, and/or attendance, and/or punctuality of attendance remains not to the satisfaction of the Company the employment may be terminated forthwith .



**27. JURY SERVICE**

- (i) 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 service fees received and the employee's agreement rates of pay as if working.

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

**28. ATTENDANCE AT REPATRIATION CENTRES**

Employees being ex-service personnel shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment provided that:

- (a) Such time lost does not exceed four hours on each occasion.
- (b) Payment shall be limited to the difference between ordinary wage rates for time lost and payment received from the Department of Veteran Affairs as a result of each visit.
- (c) The employee produces satisfactory evidence to the Company that he is so required to and subsequently does attend a Repatriation Centre.

**29. BASIS OF AGREEMENT**

- (i) (a) This Agreement is entered into by the Company and its employees without any duress. Further, all parties agree to accept and honour in full the terms of Agreement.
- (b) Subject to Clause 6 Wages, of this Agreement there will be no claims or alterations to any of the terms of the Agreement for a period of 24 months from the date of signing,



- (ii) This Agreement nor any part thereof shall not be used by the Company as evidence or example before any Court or Tribunal in respect of proceedings by or against any other employer or Union.

**30. AREA INCIDENCE AND DURATION**

- (i) This Agreement applies to all storeworkers other than salaried or staff employees, employed to work at the Orange Branch of Campbells Cash & Carry Pty Limited under the terms of this Agreement.
- (ii) The parties have agreed to terminate Enterprise Agreement IRC 99/719 upon the ratification of this Agreement.
- (iii) This Agreement shall take effect from the date of registration and operate for a period of eighteen (18) months from the beginning of the first pay period to commence on or after registration and shall remain in force until 30 April 2002. Negotiations for renewal of this Agreement may commence no earlier than 31 January 2002.

**NOTE:** Pursuant to Section 42 of the Industrial Relations Act, 1996, this Agreement continues in force after the expiration of the above-mentioned date until varied, rescinded or terminated.

DATED THIS 5<sup>TH</sup> day of MARCH ~~2000~~ <sup>2001</sup> *uk.*

**SIGNED FOR AND ON BEHALF OF**  
**CAMPBELLS CASH & CARRY PTY. LIMITED**

*[Handwritten signature]*  
.....

**WITNESSED BY:**

*[Handwritten signature]*  
.....



THE EMPLOYEES AT ORANGE BRANCH:ANNEXURE "B"

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
Michael BACON	11 Douglas Place ORANGE NSW 2800	<i>M. Bacon</i>
Ramon FLEMING	4 Sepik Place ORANGE NSW 2800	<i>R. Fleming</i>
Sandra HAYES	55 Northstroke Way ORANGE NSW 2800	<i>S. Hayes</i>
James McLENNAN	14 Cecil Road ORANGE NSW 2800	<i>J. McLennan</i>
Jamie CORBY	32 Cecil Road ORANGE NSW 2800	<i>J. Corby</i>
Graeme ROBERTS	12 El Paso Place ORANGE NSW 2800	<i>G. Roberts</i>
Gwendaline HARVEY	PO Box E306 ORANGE NSW 2800	<i>G. Harvey</i>
Mary O'BRIEN	14 Havachat Place ORANGE NSW 2800	<i>M. O'Brien</i>
Rhonda MILL	8 Calang Street ORANGE NSW 2800	<i>R. Mill</i>

