

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/149

**TITLE:** Strandbags Distribution Centre Enterprise Agreement 2003

**I.R.C. NO:** IRC3/2723

**DATE APPROVED/COMMENCEMENT:** 6 June 2003

**TERM:** 31 May 2005

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/108

**GAZETTAL REFERENCE:** 8 August 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees who fall within the coverage of the Storemen and Packers General (State) Award and who are located at the Strandbags Distribution Centre, Huntingwood NSW 2148.

**PARTIES:** Strandbags Group Pty Ltd -&- the National Union of Workers, New South Wales Branch



## INDUSTRIAL RELATIONS COMMISSION of NEW SOUTH WALES

The Strandbags Group

and

NUW

## Strandbags Distribution Centre Enterprise Agreement 2003

5 May 2003

THIS Enterprise Agreement between The Strandbags Group and the National Union of Workers (NSW Branch) who hereby mutually agree as follows:

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## PART 1 PRELIMINARY

### 1.1 Operation of Enterprise Agreement

- (a) This Enterprise Agreement shall be known as the Strandbags Distribution Centre Enterprise Agreement 2003.
- (b) This Enterprise Agreement shall be binding upon Strandbags Group Pty Ltd and the National Union of Workers (NSW Branch) in respect of employees working in the classifications contained within this Enterprise Agreement and who are employed at the Strandbags Distribution Centre.
- (c) This Enterprise Agreement shall take effect and have force of law as from the first pay period after its certification by the New South Wales Industrial Relations Commission. This Enterprise Agreement shall remain in force until 31 May 2005.
- (d) This Enterprise Agreement shall be read in conjunction with the Storeman and Packers General (State) Award. Where there is any inconsistency this Enterprise Agreement shall take precedence to the extent of any inconsistency, provided that the Award shall not form part of this Enterprise Agreement.
- (e) A copy of this Enterprise Agreement is to be posted up in a conspicuous place on the premises and be accessible to all employees at the workplace.

### 1.2 Definitions

- (a) **continuous service** means service for any employee under an unbroken contract of employment.
- (b) **core hours** are the agreed minimum number of hours a part time employee works over a 4 week cycle.
- (c) **employee** shall mean employee.
- (d) **existing employee** is any employee employed prior to the commencement of this Enterprise Agreement.
- (e) **immediate family** shall mean the following people:
  - a spouse
  - a de facto partner
  - a de facto partner of the same sex
  - a child or an adult child
  - a step child
  - a parent
  - grandparent
  - grandchild
  - a sibling of the employee
  - father-in-law
  - mother-in-law
- (f) **Strandbags Group Pty Ltd** shall be referred to as Strandbags.
- (g) **National Union of Workers (NSW Branch)** shall be referred to as the NUW.
- (h) **ordinary hours** is 152 hours per 4 week cycle for a full time employee.
- (i) **permanent employees** are full time employees and part time employees.



### 1.3 Casuals, Contractors and Agency Employees

- (a) All casuals, contractors and agency employees are to be paid in accordance with the classification rates provided by this Enterprise Agreement.
- (b) It is the company's intention to maximise the permanent component of the workforce to meet their operational requirements.
- (c) The parties recognise the need to use casual employees to cover site requirements however casual employees will not replace, on a permanent basis, full time employees.
- (d) Where a casual employee has been engaged for a period greater than three months, management and delegates will review the cause and nature of the position which the casual has filled in order to determine the number of permanent positions.

### 1.4 Enterprise Agreement Renegotiations

The parties will begin discussions on a new Enterprise Agreement in March 2005 with the aim of having a replacement Enterprise Agreement in place by 1 June 2005.

## PART 2 EMPLOYMENT MATTERS

### 2.1 Employment Contract

- (a) Every employee will be advised in writing at time of employment:
  - (i) whether they are a full time employee, a part time employee or a casual employee;
  - (ii) commencement date and time;
  - (iii) employment classification;
  - (iv) contracted hours of work; and
  - (v) rate of pay.
- (b) Full time employees are those employees engaged to work 152 hours per 4 week cycle.
- (c) Part time employees will be advised of their core hours on employment.
  - (i) These stipulated core hours will be between a minimum of 48 hours and up to a maximum 144 hours per 4 week cycle.
  - (ii) If employee wishes these core hours may be varied on each anniversary of employment based on an average of the hours worked over the previous year subject to *Strandbags's* operational requirements.
  - (iii) Where necessary *Strandbags* retain the right to reduce a part time employees core hours:
    - by up to 20% per year; or
    - in line with the Termination, Change and Redundancy provision; or
    - if the employee requests to the change and the request meets *Strandbags* operational requirements; or
    - if the employee agrees to the change.
- (d) Casual employees are employees engaged by the hour.
- (e) Probationary employees are all employees with less than 3 months service with *Strandbags*. All probationary employees will receive a performance review during their probation. Any of the prescribed classifications rates shall prevail.



**22 Employee Classifications**

- (a) **Strandbags distribution employee grade 1** is a person who upon appointment does not possess the relevant qualifications and experience required by *Strandbags* to competently perform the duties of their classification. An employee at this level performs routine duties only to their level of training. Such an employee:

- (i) works under direct supervision;
- (ii) undertakes and completes training structured by *Strandbags* in order to develop relevant competencies;
- (iii) exercises only minimal judgement during the training period; and
- (iv) participates in team based workplace activities as required.

No employee shall work in this capacity for more than a three months. Each employee should be reviewed monthly in order to ensure the appropriate compliance.

- (b) **Strandbags distribution employee grade 2** is an employee who performs work above and beyond the skills of a Team Member in training. Such an employee:

- (i) can perform tasks with general supervision, exercising limited discretion within defined procedures;
- (ii) is trained in and applies basic quality and service requirements;
- (iii) can perform a range of tasks across all areas of the Distribution Centre;
- (iv) is able to provide training for fellow employees within their work area and skills limitations on skills development and workplace health and safety matters;
- (v) is responsible for assuring the quality and service of their own work;
- (vi) is able to exercise good interpersonal and communication skills in dealing with fellow workers;
- (vii) continues training as required by *Strandbags*; and
- (viii) participate in team based workplace activities as required.

- (c) **Strandbags distribution employee grade 3** shall mean an employee appointed as such who has completed appropriate, accredited training and is capable of applying skills learnt there for the work. A Team Leader may supervise and direct other employees, however may also work to defined procedures in addition to supervisory tasks.

A Team Leader at this level performs work above and beyond the skills of a Team Member and to the level of their training. Such an employee:

- (i) works from complex instructions and procedures;
- (ii) is able to provide training for fellow employees within their work;
- (iii) is able to co-ordinate work in a team environment or work individually under general supervision;
- (iv) is responsible for assuring the quality and service of their work;
- (v) is able to exercise good interpersonal and communication skills in dealing with fellow workers;
- (vi) is capable of working under supervision;
- (vii) understands *Strandbags* operation;
- (viii) assists in the development and facilitation of training and development in conformity with *Strandbags* guidelines;
- (ix) demonstrates and applies high problem solving skills within defined procedures;
- (x) continues training as required by *Strandbags*;
- (xi) participate in team based workplace activities as required.



**23 Grievance Procedure**

- (a) The following procedures shall be adopted for the resolution of any grievance on site, so that the matter is resolved at the closest point to the workplace:
- (i) Any grievance must be initially dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authorisation, if unresolved initially.
  - (ii) The dispute arising out of employment shall be referred by the employee or the Union Delegate to the appropriate supervisors and managers. Their aim should be to try to resolve the matter equitably and promptly within their own capacity.
  - (iii) If the dispute is not resolved at this level, the matter shall be discussed by the employee or the Union Delegate and representatives of senior management appointed for the purpose.
  - (iv) Failing settlement at this level between *Strandbags* and the employee or Union Delegate, the employee or Union Delegate shall refer the dispute within 24 hours to the Union Organiser who will take the matter up with management. All efforts shall be made by the organiser and *Strandbags* to settle the matter.
  - (v) Failing settlement, the State Secretary of the Union and the relevant representative of *Strandbags* may also be involved at this stage.
  - (vi) During discussions, status quo shall remain, and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute. This does not apply in relation to the termination of an employee's employment.
  - (vii) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

**PART 3 WAGES**

**3.1 Wages**

- (a) The following ordinary rates of pay shall be the minimum payable to adult employees at the various levels as defined:

	Full time employee <u>weekly rate</u>	Part time employee <u>hourly rate</u>	Casual hourly rate (including <u>Annual Leave component</u> )
<b><u>From the first pay period after 1 June 2003:</u></b>			
Strandbags distribution employee grade 1	\$594.52	\$15.645	\$19.481
Strandbags distribution employee grade 2	\$616.27	\$16.218	\$20.194
Strandbags distribution employee grade 3	\$652.52	\$17.172	\$21.382
<b><u>From the first pay period after 1 June 2004</u></b>			
Strandbags distribution employee grade 1	\$618.30	\$16.271	\$20.260
Strandbags distribution employee grade 2	\$640.92	\$16.866	\$21.002
Strandbags distribution employee grade 3	\$678.62	\$17.858	\$22.238



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- (b) Any full time employee who holds a Forklift Licence and is appointed to drive a forklift will be paid an extra \$18.55 per week as part of their ordinary rate of pay. Part time employees and casual employees who hold a Forklift Licence and are appointed to drive a forklift will be paid a pro rata amount of this amount as part of their ordinary rate of pay.

**3.2 Superannuation**

- (a) The provisions of the Superannuation Guarantee Legislation Act 1992 shall govern Superannuation for employees employed under this Enterprise Agreement.
- (b) All Superannuation entitlements shall be directed on a monthly basis to the LUCRF superannuation fund.

**3.3 Mixed Functions**

Employees may perform any of the non-supervising duties required within the Distribution Centre at their *ordinary rate of pay*, but will receive the higher Strandbags distribution employee Grade 3 *ordinary rate of pay* if they are appointed to act in that position.

**3.4 Meal Allowance**

If an employee is required to work more than 1 hours Overtime, without the employee being notified the day prior of the requirement, the employee will be entitled to a meal allowance of \$9.59 (paid through EFT).

**3.5 First Aid Allowance**

- (a) The Occupational Health and Safety Act 1983 as amended is the relevant guide for OH&S matters.
- (b) *Strandbags* shall provide and continuously maintain at each workplace a place or places reasonably accessible to all employees, an efficient First Aid Kit.
- (c) An employee, qualified to St John Ambulance standard or equivalent appointed to act as the First Aid attendant shall be paid by EFT an allowance of \$12.72 per week.
- (d) Should *Strandbags* require an employee to undertake a course to qualify to St John Ambulance standard or equivalent, *Strandbags* shall pay for such costs of tuition and required texts (if any) as prescribed by the organisation conducting the course.



## PART 4 HOURS OF WORK

### 4.1 Rosters

- (a) *Strandbags* shall determine rosters of work for *permanent employees* on the basis of a 4 week roster. Rosters shall be posted a minimum of 1 weeks in advance of the roster period.
- (b) A temporary change to the *permanent employee's* roster hours may occur:
  - (i) by seven days written notice; or
  - (ii) if the employee concerned agrees.
- (c) A *permanent employee's* regular roster will only be changed through consultation.
- (d) A copy of the roster shall be posted in a conspicuous place on *Strandbags* premises.
- (e) An employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable.

### 4.2 Spread of Hours

- (a) The ordinary times of beginning and ending work shall be:

	Time of Beginning	Time of Ending
Monday to Friday	6.00 am.	6.00 pm

- (b) **Afternoon shift employees:** Any employee who finishes his or her shift after 6pm and at or before midnight shall receive an all encompassing loading of 15% (in lieu of Overtime) for all ordinary hours worked.
- (c) **Night shift:** Any employee who finishes his or her shift subsequent to midnight and at or before 8am shall receive an all encompassing loading of 30% (in lieu of Overtime) for all ordinary hours worked, 50% (in lieu of Overtime) for all ordinary hours worked into Saturday.

### 4.3 Hours of Work

- (a) A full time employee will be rostered to work 152 hours per 4 week cycle working an average of 38 hours per week.
- (b) A part time employee will be rostered to work a minimum of 48 hours and up to a maximum of 144 hours per 4 week cycle.
  - (i) If a part time employee works in excess of an average of their *core hours* in any week they shall be paid an extra 15% of their *ordinary rate of pay* for any excess hours worked.
  - (ii) If a part time employee works in excess of 38 hours in any week or 8 hours in a day they shall be paid in accordance with the Overtime provision instead of receiving the extra 15% payment.
- (c) A casual employee may work a maximum 38 hours per working week.
- (d) An employee can not be rostered to work for more than 8 hours per day.
- (e) A part time employee or casual employee may not be rostered to work for less than 4 hours per day.
- (f) Full time employees will be rostered off one day per 4 week cycle, evenly spaced over the year. The rostered day off will be strictly adhered to and RDO's may only be changed in special and extenuating circumstances by approval of *Strandbags*.





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- (g) All employees will receive a 10 hour break between the completion of work on one shift and the commencement of work on the next shift.

**4.4 Overtime**

- (a) Any work done that falls outside the conditions set in the Spread of Hours and Hours of Work provisions shall be classified as Overtime.
- (b) Overtime will be paid at the rate of 150% of the employees' *ordinary rate of pay* for the first 2 hours on each day that Overtime is incurred and 200% thereafter.
- (c) Any work conducted on Sunday shall be paid at 250% of the employee's *ordinary rate of pay*.
- (d) Notwithstanding anything contained in this clause, *Strandbags* and the employee may agree that time off with pay may be paid in lieu of payment for Overtime. Time off is based on an equal monetary value to the Overtime. Time off shall be allowed at an equivalent amount as the Overtime rate and must be taken in the next roster cycle. If the time off with pay is not taken in the next roster cycle the employee will be paid for the Overtime in the next pay run.

**4.5 Meal Break**

- (a) Employees shall not be required or permitted to work for more than 5 continuous hours without an unpaid meal break of between 30 minutes and 60 minutes.
- (b) An employee working overtime shall be allowed a crib of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

**4.6 Rest Break**

- (a) An employee shall be entitled to a paid Rest Break of 10 minutes duration if rostered to work for more than four consecutive hours of work.
- (b) An employee working in excess of 9 hours or more in any one day will be provided with an additional paid Rest Break of 10 minutes.



## PART 5 LEAVE

### 5.1 Sick Leave

- (a) A full time employee in their first year of permanent service with the Strandbags shall be allowed 5 days Sick Leave. Full time employees shall be allowed 10 days Sick Leave for each subsequent year of service. A part time employee is entitled to Sick Leave on a pro rata basis based on their *core hours* of work.
- (b) *Strandbags* require the production of a medical certificate from a medical practitioner dated at the time of absence and specifying the nature of the illness for:
- (i) Absences in excess of one or more consecutive days; or
  - (ii) A single day absence either side of an employee's non working day.
- (c) Sick Leave shall be cumulative, but no employee shall be entitled to receive and *Strandbags* shall not be bound to make, payment for more than 120 days absence from work through illness in any 1 year.
- (d) Employees are not entitled to be paid for their accumulated Sick Leave on termination.
- (e) Sick Leave will also be available to *permanent employees* who are pregnant, for the purpose of attending medical appointments related to the pregnancy.

### 5.2 Annual Leave

- (a) The Annual Holidays Act as amended is the relevant guide for the taking of Annual Leave.
- (b) An employee when commencing a period of Annual Leave shall be entitled to an Annual Leave Loading of 17.5% of their *ordinary rate of pay*.
- (c) Where an employee would have been rostered to work if they were not on Annual Leave during hours that attract a penalty rate, the greater of the penalty rate or the 17.5% Annual Leave Loading shall be paid.
- (d) The Annual Leave Loading shall also be paid on termination of employment where the Annual Leave which has become due to the employee has not been taken at the time of termination. This clause shall not apply where an employee is dismissed for misconduct nor shall it apply to pro rata Annual Leave pay, paid on termination of employment.

### 5.3 Public Holidays

- (a) All full time employees will be entitled to 10 Public Holidays a year as listed below. If for any reason a listed holiday is not gazetted *Strandbags* will provide full time employees with a replacement day off during the course of the year:
- |                 |                 |
|-----------------|-----------------|
| New Years Day   | ANZAC Day       |
| Australia Day   | Queens Birthday |
| Good Friday     | Labour Day      |
| Easter Saturday | Christmas Day   |
| Easter Monday   | Boxing Day      |
- (b) Should any of the Public Holidays fall on a full time employee's rostered day or days off, such employee shall receive another mutually agreed day off (the daily average of their working day over the 4 week cycle) in lieu thereof. Full time employees are not entitled to a day in lieu for Easter Saturday, or any other Public Holiday, which falls on a weekend and is not replaced by a gazetted weekday off. ( Eq Australia Day and ANZAC Day).



- (c) In lieu of the Union Picnic Day permanent employees will receive one mutually agreed day off per calendar year. If mutual agreement is not reached a day will be added to the permanent employees Annual Leave (this day will not attract the Annual Leave Loading).
- (d) All full time employees will be entitled without loss of pay to any additional Public Holidays that are proclaimed or gazetted after the commencement of this Enterprise Agreement.
- (e) The preceding provisions will apply to any part time employee working 20 days per roster cycle or if a Public Holiday falls on a part time employees normal rostered working day.
- (f) If any employee works on a listed Public Holiday the employee shall be paid 250% of their *ordinary rate of pay* except on Christmas Day or Good Friday when an employee shall be paid 300% of their *ordinary rate of pay*.

#### 5.4 Family Leave

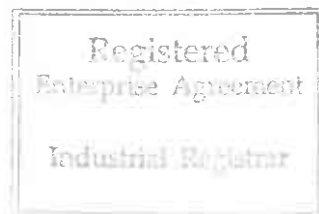
- (a) *Permanent employees* with responsibilities in relation to members of their *immediate family* who need their care and support are to entitled use accumulated Sick Leave or other forms of accrued statutory leave for this purpose. Such leave is for the purpose of providing care and support for such persons when they are ill.
- (b) Eligible employees will establish by production of a medical certificate or statutory declaration, the illness of the person concerned. Employees will also provide on request to *Strandbags* the name of the person requiring care and their relationship to the employee; the reason for taking such leave; and the estimated length of absence.

#### 5.5 Bereavement Leave

- (a) Upon the death of an *immediate family* member an employee shall be entitled to paid bereavement leave. Bereavement Leave shall not exceed 3 days up to, and including the funeral. If an employee attends an overseas funeral of an *immediate family* member they shall be entitled to 5 days paid Bereavement Leave.
- (b) The employee shall provide proof of such death and the relationship with the employee if required to the satisfaction of *Strandbags*.
- (c) *Strandbags* will also consider granting a single day off for employees to attend a funeral if the employee provides special circumstances.

#### 5.6 Long Service Leave

All employees covered by this Enterprise Agreement shall be entitled to Long Service Leave, subject to, and in accordance with, the provisions of the New South Wales Long Service Leave Act 1955 as amended.



**5.7 Jury Service**

- (a) An employee required to perform Jury Service will be reimbursed by *Strandbags* the difference between the amount paid by the government for such service and the employees *ordinary rate of pay*.
- (b) An employee will notify *Strandbags* of the dates of such service as soon as possible. On request the employee shall give *Strandbags* proof of:
  - (i) their attendance;
  - (ii) the duration of such attendance; and
  - (iii) the amount received in respect of such Jury Service.
- (c) An employee attending for Jury Service during a period of Annual Leave will, on producing satisfactory evidence of attendance, be credited with Annual Leave for the period for which Jury Service was attended.
- (d) An employee attending for Jury Service is not required to attend work on that day.
- (e) An employee on a roster including weekend work, shall be given time off without loss of pay so that the combination of consecutive jury and workdays does not exceed 5 days per week.
- (f) On performing Jury Service employees are to request their government payment be made payable to *Strandbags*. The employee is then to hand the government cheque to *Strandbags*. Providing this occurs *Strandbags* will transfer the employees *ordinary rate of pay* by Electronic Funds Transfer in the normal manner.

**5.8 Parental Leave**

Maternity Paternity and Adoption leave will be available to eligible employees in accordance with Schedule 14 of the Workplace Relations Act 1996. On request *Strandbags* will provide an employee a summary of the key provisions of the relevant legislation.

**PART 6 CONTRACT OF EMPLOYMENT**

**6.1 Terms of Engagement**

- (a) Every *permanent employee* shall be engaged on a weekly basis terminable by the following table (or if *Strandbags* wish on the making of the relevant payment in lieu of notice):

<u>Employees Continuous Service</u>	<u>Period of Notice</u>
Probationary	1 day
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) Any employee may choose to provide no more than 2 weeks notice.
- (c) If an employee fails to give notice or work the required notice *Strandbags* is not obliged to pay the employee for the period of notice not worked.
- (d) If an employee is over 45 years of age and has had at least 2 years continuous service they will receive an extra 1 weeks notice.
- (e) Any employee who is guilty of serious misconduct may be instantly dismissed and shall only be paid up to the time of dismissal.



**6.2 Payment of Wages**

- (a) Wages shall be paid weekly by way of Electronic Funds Transfer. The transfer will be made within 4 days of the end of the pay period and *Strandbags* will pay any costs associated with the operation of such transfer.
- (b) Termination payments will be made by way of Electronic Funds Transfer within 4 days of the termination pay period and *Strandbags* will pay any costs associated with the operation of such transfer.
- (c) Pay period starts on Monday and finishes on Sunday.
- (d) If there is any discrepancy in an employee's wages, then once notified, *Strandbags* shall make a genuine attempt to rectify the discrepancy within 48 hours.

**6.3 No Extra Claims**

Both parties undertake for the duration of this Enterprise Agreement not to pursue any extra claims. Both parties recognise that the wages as expressed incorporate payments due under the Minimum Rates Principle.

**6.4 Transmission of Business**

This Enterprise Agreement shall apply to any successor, assignee or transferee of all or any of the work.

**PART 7 UNION MATTERS**

**7.1 Union Recognition and Membership**

- (a) For the purposes of this Enterprise Agreement, *Strandbags* recognises the NUW as being the union that shall have exclusive representation of employees in related classifications who are covered by this Enterprise Agreement. This exclusive representation will extend to all terms and conditions of employment, whether or not those terms and conditions are subject to this Enterprise Agreement or not.
- (b) This Enterprise Agreement does not purport, either directly or indirectly, to compel or require an employee to join a union or in any way discriminate against or disadvantage an employee because the employee is or is not a member of a union.
- (c) All new employees will be given an application form to join the NUW at the point of induction.
- (d) All new employees will be introduced to the NUW delegate within the induction period.
- (e) *Strandbags* will upon authorisation to deduct NUW membership dues, as levied by the National Union of Workers (NSW Branch) in accordance with its rules, from pay of employees who are members of the NUW at the beginning of each month. All necessary information to enable the reconciliation and crediting of subscriptions to members' accounts will also be forwarded by *Strandbags* to the NUW.

**7.2 Employee Noticeboard**

- (a) *Strandbags* shall permit a noticeboard of reasonable dimensions to be erected in a prominent position in the Distribution Centre so that it will be reasonably accessible to all employees working under this Enterprise Agreement.
- (b) Accredited NUW representatives shall be permitted to put on the noticeboard formal notices.



