

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/96

TITLE: IGA Distribution Pty Limited NSW Blacktown and Silverwater Enterprise Agreement 2005

I.R.C. NO: IRC5/798

DATE APPROVED/COMMENCEMENT: 28 February 2005 / 1 February 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 29 April 2005

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by IGA Distribution Pty Ltd located at 37, Bessemer Street, Blacktown and 4 Newington Road, Silverwater in the State of New South Wales, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: IGA Distribution Pty Ltd -&- the National Union of Workers, New South Wales Branch

IGA DISTRIBUTION PTY LIMITED NSW BLACKTOWN AND SILVERWATER ENTERPRISE AGREEMENT 2005

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PART A

1. Title

This Agreement may be referred to as the IGA Distribution Pty Limited NSW Blacktown and Silverwater Enterprise Agreement 2005.

2. Parties

The parties bound by this agreement are IGA Distribution Pty Limited and the National Union of Workers, New South Wales Branch.

3. Area, Incidence and Duration

- (i) This agreement regulates in whole and exclusively, the conditions of employment of all storeworkers, other than salaried or staff employees, employed by IGA Distribution Pty Limited to work at its warehouses situated at 37 Bessemer Street Blacktown and 4 Newington road Silverwater in the State of New South Wales.
- (ii) The agreement is in full settlement of all rights between the parties and all pre-existing disputes are subsumed within it.
- (iii) The agreement rescinds and replaces the Storeworkers - IGA Distribution Pty Limited NSW Distribution Centres Interim Award 2004.
- (iv) The agreement operates from the beginning of the first pay period on or after 1 February 2005 and shall remain in force thereafter for a period of twenty four months.
- (v) To the extent of any inconsistencies between this agreement, previous agreements, previous awards and the Storemen and Packers General (State) Award, this agreement shall prevail.

4. Anti-Discrimination

- (i) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal Jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other Act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

5. Categories of Employment

- (i) Full-time Employees

Full-time Employees are employed to work on a regular roster totalling 38 hours per week averaged over a four week period.

- (ii) Casual employees

Casual employees work on an on-call basis and may be employed for order assembly for up to 38 ordinary hours in any one week. There are no restrictions on the hours of work of casuals other than a maximum of ten and a minimum of four hours in any one day.

Casual employees shall be paid at an hourly rate equivalent to 1/38th of the appropriate weekly wage plus 15% calculated to the nearest cent, any part of a cent not exceeding half a cent to be disregarded.

NOTE:

In addition, the *Annual Holidays Act 1944* requires that casual employees be paid an additional 1/12th as payment for annual leave.

There shall be no limitations placed on the number of casual employees engaged through labour hire agencies or otherwise by the Company.

Casual employees shall be offered employment with the Company subject to 12 weeks consecutive employment with the Company and subject to meeting the criteria stipulated by the Company.

Any dispute arising out of the employment of casuals shall be dealt with in accordance with Clause 37, Settlement of Disputes of the Agreement.

- (iii) Part time employees

- (a) A part time employee is employed to work on a regular roster totalling a minimum of 18 hours and up to 36 ordinary hours per week averaged over a four-week period.

There are no restrictions on the hours of work of part time employees other than a maximum of ten and a minimum of four hours in any one day.

- (b) Part-time employees shall be employed on a roster which shall be given in writing to the employee at the time of employment.
 - (c) The roster may be varied by mutual agreement or by the Company on providing one weeks notice of the revised roster.
 - (d) Part time employees will be employed and paid at the appropriate full-time hourly rate. Entitlements such as sick and annual leave shall be pro-rata to the number of hours worked during a week.
- (iv) Seasonal or Fixed Term Employees

The company may employ storeworkers on a seasonal or fixed-term basis.

A seasonal or a fixed-term employee may only be employed on a full-time basis. Such employees are entitled to the same conditions and benefits as would apply to full-time employees.

A seasonal or a fixed-term employee may only be employed for a specific period of not more than a total of six months in any one engagement to meet the needs of the business. The duration of employment of any seasonal or fixed-term employee shall be specified in writing prior to commencement of employment.

Seasonal or Fixed Term Employees may only be employed up to a ratio of 5% of full-time permanent employees on any one day.

6. Terms of Engagement

- (i) Employment shall be on a full-time, part time, or casual basis.
- (ii) Employment of full-time and part-time employees during the first three months of service shall be probationary and shall be from day to day at the pro rata weekly rate, terminable by a day's notice on either side. The Company shall indicate clearly to an employee at the time of engagement whether the employee is being engaged as a full-time, part-time, or casual employee.

This sub-clause shall not apply to any person employed as a full-time or part-time employee who was, immediately prior to such employment, engaged as a casual worker by the Company.
- (iii) Subject to Sub-Clause (ii) and (iv) of this Clause employment of full-time or part-time employees 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 wages.
- (iv) Notwithstanding any provisions of sub-clause (i), (ii) and (iii), of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.

7. Counselling Procedure

- (i) Where an employee's attendance and punctuality of attendance is not to the satisfaction of the Company, the employee shall be entitled to two separate warnings.
- (ii) Such warnings shall be given formally and shall be in writing.
- (iii) The Union delegate or co-delegate or alternate of the shift in question shall be present at the time of warning
- (iv) If, following the aforesaid warnings, the employee's attendance and punctuality of attendance remains not to the satisfaction of the Company, the employment may be terminated forthwith.
- (v) In the case of misconduct justifying instant dismissal, an employee may be instantly dismissed.

- (vi) The procedure outlined in this clause shall be adopted in respect to the issue of work performance.

8. General Conditions

- (i) A first-aid kit shall be provided, at the Company's expense.
- (ii) Each employee on the termination of their engagement shall, on request, be given a statement in writing, signed by the Company stating the position held by the employee and his/her length of service.
- (iii) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- (iv) 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.
- (v) Employees shall be allowed a 10 minute morning and afternoon tea break, or such other practice that exists as at the making of this agreement.
- (vi) Parental Leave: See *Industrial Relations Act 1996*.
- (vii) Workers Compensation: See *Workers Compensation Act 1987* and the *Workers Injury Management & Workers Compensation Act 1998*. RDO's do not accrue whilst on Workers Compensation.
- (viii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (ix) All employees under this agreement shall, when returning for work after an absence, report to their respective Supervisor and, where necessary, inform the Supervisor of the reason for the absence.
- (x) At the nominated starting time including overtime, employees will be ready to commence work on their equipment and/or at their recognised work location.
- (xi) IGA Distribution Pty Limited shall upon authorisation, deduct union membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

9. Wages

- (i) Wages

The weekly wages for employees covered by this agreement payable from the beginning of the first pay period on or after the making of this agreement and thereafter shall be as specified in Part C Table 1 of this agreement.

These wages will be referred to as the ordinary rates.

- (ii) Training Allowance

An employee directed by the Company to act as a trainer will be paid an allowance as set out in Item 1 of Part C - Table 2 - Other Rates and Allowances.

Such storeworkers shall be paid the daily rate for each day so directed up to the weekly maximum.

The allowance is a flat rate and not taken into account when calculating any other payment to which the employee may be entitled.

- (iii) Increases

The wages set out in Table 1 of Part C - Other Rates and Allowances, represent a \$10 per week increase payable from the first pay period to commence on or after 1 February 2005 and \$25 per week increase payable from the first pay period to commence on or after 1 February 2006.

10. 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. Any costs associated with an employee running the financial account will be compensated by payment of a non-taxed allowance of an amount per week as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

11. No Extra Claims

- (i) It is a term of this agreement that for the duration of the agreement neither party to the agreement shall pursue any extra claims.

12. Classification Structure

- (i) Storeworker Grade 1

An employee at this level performs work to the level of their training and

- (a) Is responsible for the quality of their own work (subject to instructions and direction).
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercise discretion within their level of skills and training.
- (e) Possesses good interpersonal and communication skills.

Indicative of the task which an employee at this level may be required to perform include the following:

General labouring and cleaning duties.

Order assembling including picking stock.

Counting and sorting of products.

Satisfying internal and external customer needs.

Documenting and recording of goods, materials and components.

Basic inventory control.

Salvage.

Use of hand trolleys, pallet trucks and non-licensed material handling equipment.

Non-forklift loading vehicles.

Basic use of VDU or similar equipment (including fixed scanner and keyboard) for a limited number of repetitious transactions requiring no discretion.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(ii) Storeworker Grade 2: Point of entry - Grade 1

Means an employee with proven and demonstrated skills (including as, where necessary, appropriate certification) to the level required of this grade and to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis.

An employee at this level performs work to the level of their training and is:

- (a) Able to work from complex instructions and procedures.
- (b) Able to co-ordinate work in a team environment under general supervision.
- (c) Responsible for assuring the quality of their own work.
- (d) Possesses sound interpersonal and communication skills.
- (e) Licensed and/or certified to operate all appropriate materials handling equipment, e.g. forklift, overhead crane, carousel, etc.
- (f) May be required to perform the following tasks/duties:

Loading/unloading of trucks

Inventory and stores control.

Routine maintenance of stores equipment and machinery.

Use of VDU or similar equipment (including terminals mounted on mobile equipment) for a limited number of repetitious transactions and the use of some discretion and simple data entry.

- (g) May also be responsible for quality control of the work of other Storeworkers without being responsible for their direction, i.e. checkers - with such term, for the purposes of this agreement, referring solely to the checkers engaged in the cigarette cage.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

(iii) Storeworker Grade 3: Point of entry - Grade 1 or Grade 2.

Means an employee with proven and demonstrated skills (including, where necessary, appropriate certification) to the level of this grade and the work of a Grade 1 or Grade 2 and who has been appointed by the employer to perform such work on a continuous basis.

An employee appointed in this capacity performs work to the level of their training and:

- (a) Understands and is responsible for quality control.
- (b) Possesses an advanced level of interpersonal and communication skills.

- (c) Has sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
- (d) Where appropriate, is accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product e.g. chemicals, solvent and explosives.
- (e) May perform work requiring minimal supervision, either individually or in a team environment.
- (f) Must be competent in the use of VDU or similar equipment (including terminals mounted on mobile equipment) for multiple transactions and including updating of work in progress and some maintenance and updating of stock, employee and location records.
- (g) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional). If first aid ticket held, first aid allowance paid in addition.
- (h) May perform receiving and labelling of incoming goods.
- (i) Assists in the good order of work flow in an operating area by performing the functions of a leading hand.

A Leading Hand is appointed by the company to assist in the good order of work flow in an operating area by:

1. Receiving instructions and allocating the work flow to employees;
2. Controlling the standards of work and work output set by management and other staff;
3. Determining shortages in labour, material or equipment and to advise the management staff for consideration.

Where a failure in training or behaviour occurs the employee shall disengage from further action and place the matter into the hands of management.

None-the-less this does not preclude the employee from giving training but only on the general instructions of a Manager.

The employee shall not become involved in planning Annual Leave rosters or rostered days off except by consultation with a Manager to ensure a orderly overview of work, nor in discipline for behaviour, absenteeism or performance.

However, the employee shall give advice to the Manager or other staff to assist with each of the above but only to the extent of ensuring good order and work flow.

The employee shall not breach any confidence placed in them by management staff.

Promotional Criteria

An employee remains at this level until they are deemed competent at all tasks through assessment and certification so as to enable them to progress to the next level as a position becomes available.

- (iv) Storeworker Grade 4: Point of Entry - Grade 3.

Means an employee with proven and demonstrated skills (including, where necessary, appropriate certification) to the level of this grade and the work of a Grade 1 or Grade 2 and grade 3 and who has been appointed by the employer to perform such work on a continuous basis.

A Grade 4 is appointed on merit, and skill taking into account the following factors:

Clerical aptitude.

Supervisors assessment.

Skills, competency and experience.

Attendance.

Attention to detail.

General attitude to company standards; and

Training and education.

An employee appointed in this capacity performs work to the level of their training and:

- (a) Implements quality control techniques and procedures.
- (b) Utilises highly developed levels of interpersonal and communication skills.
- (c) Assists in the provision of on-the-job training and standards.
- (d) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (e) This position is accountable for performing some of the following tasks, or a combination thereof:

Performing multiple stores activities.

Managing the information flow within the store.

Understanding and applying computer techniques as they relate to the stores operation including the use of VDU or similar equipment (including terminals mounted on mobile equipment) for substantial maintenance and updating of work in progress, stock, employee and location records.

Routing of transport and allocation of loads to customers Matching of delivery documents and purchase orders, entry to computer programs of receiving and verifications of recovery.

Has a sound knowledge of employer's operation and product.

- (v) Adoption of classification and grades

In implementing classifications and gradings no current employee shall lose status or pay, and it is clearly recognised and accepted that:

- (a) Promotion is based on training (including appropriate certification) and competence at the grade and lower grade tasks
- (b) Continued work in grade is based on competence. Pay for grade continues (once certified) of work performed at lower grade.

- (vi) Relativities

Relativities	Percentage
Storeman Grade 1	91

Storeman Grade 2	94.6
Storeman Grade 3	100.9
Storeman Grade 4	103.6

13. Mixed Functions

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

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

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

14. First Aid

- (i) The Company shall provide a properly equipped first-aid room with a fully maintained first-aid kit.
- (ii) Qualified first-aid personnel shall be available at all times work is being performed.
- (iii) A qualified first-aid attendant who is appointed to carry out the duties of a qualified first-aid attendant shall be paid the allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, per week in addition to his/her appropriate rate.
- (iv) In the absence of the regular first-aid personnel qualified relief shall be provided and shall be paid the said additional allowance whilst engaged on such relief.

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 the meal allowance set out in Item 4 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, at the same time as wages pursuant to clause 10, by Electronic Funds Transfer.

Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid the amount at the same time as wages pursuant to clause 10, by Electronic Funds Transfer as set out in the said Item 4.

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 the meal allowance set out in Item 4 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, at the same time as wages pursuant to clause 10, by Electronic Funds Transfer. Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid the amount at the same time as wages pursuant to clause 10, by Electronic Funds Transfer as set out in the said Item 4.

- (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/she shall forfeit from any monies owing to him/her the amount of the meal allowance.

Provided that this sub-clause will not apply to a day worker who is no more than 10 minutes late to work the nominated period of overtime prior to his/her normal starting time due to exceptional circumstances that are accepted by management as bona fide.

- (iii) Meal money will be paid weekly at the same time as wages pursuant to clause 10, by Electronic Funds Transfer.

16. Special Rate

- (i) Dirty Work - An employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock within the recognised central damaged stock area shall be paid a dirty work allowance of the amount as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, per hour for each hour so employed.
- (ii) This special rate is a flat payment and shall not be taken into account when calculating any other payment to which the employees may be entitled nor shall it be subject to wage indexation increases.

17. Fares and Travelling

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

18. Superannuation

The provisions of the Storemen and Packers - Grocery and Variety Warehouse (State) Superannuation Award, published 22 February 1991 (261 I.G. 426) apply to the employment of storeworkers covered by this agreement as if the conditions of that award were conditions of this agreement.

19. Rosters

- (i) Definitions
 - (a) "Work Roster" means a schedule indicating the days and hours an employee is to report for duty.
 - (b) "Rostered Shift" means a shift forming part of the work roster where an employee is required to report for duty.
 - (c) For the purposes of rosters - overtime is defined as hours worked outside of nominated rostered hours.

- (ii) New Staff

Storeworkers employed after 6 December 1998 may be required to work on rosters incorporating Saturday and/or Sundays, nominated public holidays, day, early morning, afternoon or night shifts to suit the needs of the customers.

- (iii) Change of Rosters

The company may alter the starting and/or finishing times within the spread of hours for a rostered shift without the payment of overtime upon the giving of seven days notice.

20. Hours of Day Work

- (i) The ordinary working hours, exclusive of meal times, shall not exceed 10 hours per day or 38 hours per week or where appropriate, an average of 38 hours per week, over any four week period.

Such hours shall be worked between 5.00am and 6.00pm Monday to Sunday.

Times for starting and finishing for employees once having been fixed may be varied by mutual agreement without the payment of overtime to suit the circumstances of the establishment or, in the absence of agreement, by giving 7 days notice to the employees.

- (ii) An employee may elect voluntarily, with the consent of the employer, to work on an RDO. Work performed by a day worker on an RDO shall be paid 25% loading in addition to the ordinary rate provided that the employee works a minimum of four hours and provided that the employee works no more than a maximum of 8 hours.
- (iii) Banking of Rostered Days off

The Manager may bank up to 5 RDO's to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of the banked RDO's will be as mutually agreed by the employee and the Manager.

21. Shift Work

(i) Definitions

Except where mutually agreed otherwise, for the purpose of this Clause:

"Afternoon Shift" means any shift finishing after 6.00 PM and at or before 12.30 am the following day.

"Night Shift" means any shift finishing subsequent to 12.30 AM and at or before 8:00 AM.

"Early Morning Shift" means any shift commencing between 4.00 AM and 5.00 am.

(ii) Hours

The ordinary hours of shift workers shall not exceed 10 hours per day or 38 hours per week or where appropriate, an average of 38 hours per week, over any four week period.

Such ordinary hours shall be worked continuously except for a 30 minute break which shall be counted as time worked.

(iii) Banking of Rostered Days Off

The Manager may bank up to 5 Rostered Days Off ("RDO's") to give greater flexibility to the operation. This is subject to consultation with each employee concerned.

The taking of the banked RDO's will be as mutually agreed by the employee and the Manager.

(iv) Commencing and ceasing times

The time of commencing and ceasing shifts once having been determined may be varied by mutual agreement to suit the circumstances of the establishment or, in the absence of agreement, by 7 days notice of alteration given by the Company to the employees.

(v) Shift allowances

(a) A shift worker whilst on afternoon shift shall be paid for such shift an allowance of 17½% in addition to the ordinary rate provided for in Clause 9, WAGES.

(b) A shift worker whilst on night shift shall be paid for such shift an allowance of 27½% in addition to the ordinary rate provided for in Clause 9, WAGES.

(c) A shift worker whilst on early morning shift shall be paid for such shift an allowance of 12½% in addition to the ordinary rate provided for in Clause 9, WAGES.

(d) 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.

(e) Shift Work - Casual Employees

Casual employees engaged on shift work shall be paid on an hourly basis equivalent to 1/38th of the appropriate weekly wage plus the appropriate shift allowance plus 15% casual loading.

NOTE: In addition, the *Annual Holidays Act 1944* requires that casual employees be paid an additional 1/12th as payment for annual leave.

(vi) Overtime

- (a) Shift workers for all 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 and double time thereafter.
- (b) Such overtime rates shall be in substitution for and not cumulative upon the shift allowances prescribed in sub-clause (v) of this clause.

NOTE: See sub-clause (vi) of Clause 24, OVERTIME, for rest periods after overtime

(vii) Requirements to work reasonable overtime

The Company may require employees to work reasonable overtime to meet the needs of the business.

(viii) Saturdays

Refer to Clause 22 in Part A of this agreement.

(ix) Sundays and Holidays

Shift workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by Clause 28 - Holidays, or Clause 29 - Rostered Holiday Work, or Clause 23 - Sunday Work, of this agreement in lieu of the shift allowances prescribed in this clause.

Where shifts commence between 9.55pm 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 9.55pm and Midnight on the day preceding a holiday and extending into a holiday shall be regarded as time work 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.

22. Saturday Work

- (i) Where full-time, part time or seasonal employees are rostered for Saturday work, the all purpose weekly rate shall be increased to reflect on a basis pro-rata to the proportion of Saturday work in the total work of a roster rotation, a loading of 60% for Saturday work.
- (ii) Casuals will be paid 60% loading for hours worked on Saturday.
- (iii) Saturday loading will be paid in addition to shift and casual loadings.
- (iv) This clause shall not apply to overtime worked on Saturday.

23. Sunday Work

- (i) Work performed by a day worker on a Sunday shall be paid for at the rate of 100% in addition to their ordinary rate with a minimum of 4 hours.
- (ii) Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.
- (iii) Casuals and part timers will be paid 100% loading for hours worked on Sunday.
- (iii) Sunday loading will be paid in addition to casual loadings.

- (v) This clause shall not apply to overtime worked on Sunday.

24. Overtime

- (i) Overtime

Overtime shall mean all time worked: -

- (a) Before an employees rostered starting time or after an employees rostered finishing time, Monday to Sunday inclusive.
- (b) Outside the ordinary spread of hours prescribed in Clause 20, HOURS OF DAY WORK, Clause 21, SHIFT WORK, as the case may be.
- (c) Outside the specified maximum hours prescribed in the said Clauses 20 or 21 of Part A.

- (ii) Rate of Pay For Overtime

Overtime shall be paid for at the rate of time and a half for the first two hours per day and double time thereafter.

All overtime worked on a Sunday shall be paid at double time for the hours so worked.

- (iii) Minimum Start for Weekend Overtime

Employees who have been notified of the intention to work overtime on a Saturday or Sunday shall be paid for a minimum of 4 hours even if such 4 hours are not worked. Provided that if an employee is notified to work more than 4 hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

- (iv) Requirement to work reasonable overtime

The Company may require employees to work reasonable overtime to meet the needs of the business

- (v) Time off in lieu of overtime

At an employee election, the rate for overtime may be time off in lieu of overtime provided that:

- (a) Time off shall be calculated at the penalty equivalent but paid at the ordinary time rate of pay (i.e. two hours overtime at time and a half = three hours pay = three hours time in lieu at ordinary rates).
- (b) A maximum of nine and one half hours in lieu of overtime may be accumulated and this time in lieu must be taken off within four weeks of its accumulation (at a time mutually agreed between the employee and the site manager).
- (c) Should the time off not be taken within the four week period the overtime will be paid out.
- (d) Time off in lieu will be done on a voluntary basis.

- (vi) Rest period after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 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 hours on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this sub-

clause, be released after completion of such overtime until he/she has had 10 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 10 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 shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25. Crib Time

Where work performed by a day worker is to continue after 9:00 pm a break of 30 minutes shall be allowed from 8:30 pm and such time shall be counted as time worked.

26. Meal Hours

(i) Day shift

Not less than thirty minutes nor more than one hour between the hours of 12:00 noon and 2:00 pm (2:15 pm at Blacktown Grocery) shall be allowed for lunch, such meal break to be unpaid. The time for the partaking thereof shall be fixed by the Company but once having been fixed shall not be altered without seven days notice.

(ii) Afternoon shift

An interval of not less than 15 minutes between 5:00 pm and 6:30 pm shall be allowed for a meal break with an interval of not less than 30 minutes between 8.00pm and 10.00pm for a further meal break.

(iii) Weekend and Holiday Crib Break

An employee required to work overtime on a Saturday, Sunday or Public Holiday other than as provided in sub-clause (v), shall be allowed a paid crib break of 20 minutes for each completed 5 hours worked; the said 5 hours to be calculated from the time of each commencement of work.

(iv) Rest period before overtime

An employee required to work more than 2 hours overtime after completing a rostered shift shall be entitled to a 10 minute break, paid at the relevant overtime rate, prior to the commencement of the overtime.

(v) Weekend Work Meal Breaks

An employee required to work overtime for a period of 9 hours between the hours of 5:00 am and 6:00 pm on a Saturday, Sunday or Public Holiday may be allowed the usual weekday lunch break and, in that case, the provisions of sub-clause (iii) of this clause shall not apply.

(vi) 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.

27. Meal Hour Rates of Pay

(i) Meal hours, if worked, shall be paid for at the rate of double time, provided that this rate shall not apply to the meal hour if work ceases within 1 hour of finishing time.

(ii) Employees working any portion of the meal time shall be paid if the period is less than 30 minutes for 30 minutes and if over 30 minutes for the full meal break.

28. Holidays

- (i) The following holidays or the days upon which they are observed shall be allowed to all full time and part time employees without deduction from the weekly pay, viz: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, the second Friday in February, Labour Day, Christmas Day and Boxing Day, together with all other statutory and/or gazetted public holidays for the State.
- (iii) For time worked on any holiday other than in accordance with Clause 29 hereof double ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours. For time worked on Christmas Day and Good Friday, treble ordinary rates shall be paid in addition to the weekly wage with a minimum of 4 hours.
- (iv) Where an employee is rostered so that he/she does not work his/her ordinary hours on the same days each week and the employee's RDO falls on a Public Holiday prescribed in sub-clause (i) of this clause, the employee shall be entitled to one substituted day.
- (iv) Provided that the day to be taken as a substitute RDO shall be determined by the employer and shall be granted on the same day of the week as the RDO originally fell, within a period of 4 weeks subsequent to the public holiday occurring.
- (v) The second Friday in February referred to in sub-clause (i) shall not be a closed day and with mutual agreement of the Company and the employee concerned, one of the following options may be taken: one extra days pay, one day added to annual leave or one day in lieu.

29. Rostered Holiday Work

- (i) Notwithstanding the provisions of Clause 28, HOLIDAYS, of this agreement, where an employee as part of his/her normal roster is required to work on a nominated public holiday, the time so worked shall attract a loading of 150% in addition to the days pay or alternatively the employee may at their absolute discretion elect, in lieu of any loading for that day accrue the equivalent of 1½ days in additional Annual Leave. Such Annual Leave shall not attract Leave Loading.
- (ii) Nominated public holidays to be worked as part of the roster referred to in sub-clause (i) of this clause are Australia Day, Anzac Day, Queens Birthday, Labour Day and New Years Day (or the days in substitution thereof).

30. Annual Leave

- (i) See *Annual Holidays Act 1944*, as amended.
- (ii) An employee at the time of his/her entering upon a period of annual leave, in accordance with the said 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 1 week's wage or 3 hours ordinary pay for each month, including a shift allowance where appropriate.
- (iii) 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.
- (iv) The provisions of sub-clause (iii) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

31. Long Service Leave

See *Long Service Leave Act 1955* as amended.

32. Sick Leave

- (i)

- (a) An employee for the time being working under this agreement who after not less than 3 months continuous service with the Company is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the *Workers Compensation Act 1987*, as amended, and the *Workplace Injury Management and Workers Compensation Act 1998*, not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendances; provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation. Provided however that once an employee has had 3 months continuous service with the Company he/she shall be paid for any absence owing to illness during the first 3 months.
- (b) He/she shall, prior to the rostered commencement time wherever practicable, and in any event no later than 24 hours of the commencement of such absence, inform the Company of his/her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- (c) He/she 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/she 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/she shall not be entitled to sick leave in excess of the following:

In the first year of employment 44 hours

In the second year and up to and

including the fourth year of employment 60 hours

In the fifth year and thereafter 76 hours

- (e) The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in a subsequent year of employment.

- (ii) For the purposes of this clause, continuous service shall be deemed not to have been broken by:

- (a) Any absence from work on leave granted by the Company, or
- (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.

Provided that any time so lost shall not be taken into account in computing the qualifying period of 3 months.

- (iii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- (iv) An employee who is absent without leave on the working day before or the working day after a day on which they are not rostered to work or a public holiday, shall be liable to forfeit wages for that day except where the employee produces a certificate signed by a medical practitioner that is satisfactory to the Company, which confirms that the employee's absence was caused through personal illness or injury.
- (v) Proof of Illness (Single Day Absences)

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 sub-clause (i)(c) of this clause.

Provided that where the Company has reasonable proof to suspect that an employee has abused his/her entitlement under this sub-clause the Company and the Union shall investigate and discuss the matter. The Company may have representation during such discussions.

- (vi) Entitlements under this clause do not extend to any employee on his/her RDO.

33. Bereavement Leave

- (i)

- (a) An employee, other than a casual, shall, on the death within Australia of a person as prescribed in sub-clause (i)(c)(2) of Clause 34 - Personal/Carers Leave, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction from pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work.

- (b) The right to such paid leave shall be dependent on compliance with the following conditions:

- (i) Proof of such death shall be furnished by the employee to the satisfaction of the employer;
- (ii) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of entitlement to leave under this agreement.
- (iii) For the purpose of this clause, "spouse" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto spouse.
- (iv) Bereavement Leave shall be available to the employee in respect of the death of a person prescribed for the purposes of personal/carers leave as set out in subparagraph (ii) of paragraph (c) of sub-clause (I) of clause 34, Personal/Carers Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- (c) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, he shall be entitled to 1 day only, unless he can demonstrate to the Company that additional time up to a period of 3 days was justified. Provided that where the death of a named relative herein occurs outside Australia and an employee travels overseas to attend a funeral he/she shall be entitled to up to 5 days' leave.

- (ii) Entitlements under this clause do not extend to an employee during any period in respect of which the employee has been granted other leave.
- (iii) Bereavement leave may be taken in conjunction with other leave available under sub-clause (ii), (iii) and (iv), of the said clause 34. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

34. Personal/Carer's Leave

- (i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) below who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement provided for at clause 32, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this sub-clause is subject to:

(1) the employee being responsible for the care and support of the person concerned; and

(2) the person concerned being:

(i) a spouse of the employee; or

(ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(v) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

(a) "relative" means a person related by blood, marriage or affinity;

(b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(c) "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of sub-clause (i) of this clause, above who is ill.

(iii) Annual Leave

(a) To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

Access to annual leave, as prescribed in paragraph (a) above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken

35. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend 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 rate of pay as if working.

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

- (ii) Entitlements under this clause do not extend to an employee on his/her RDO.

36. Attendance at Repatriation Centres

- (i) 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 lost time does not exceed 4 hours on each occasion.
- (b) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Department of Veterans Affairs as a result of each such visit.
- (c) The employee produces satisfactory evidence to the employer that he/she is so required to and subsequently does attend a repatriation centre.

- (ii) Entitlements under this clause do not extend to an employee on his/her RDO.

37. Settlement of Disputes

Any disputes arising out of employment shall be referred by the Union delegate to the Company representative appointed for this purpose.

Failing settlement at this level between the Company and the Union delegate on the job, the Union delegate shall refer the dispute within 24 hours to the Union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the Union organiser to settle the matter, but failing settlement, the Union organiser shall refer the dispute to the Union Secretary and the Company may obtain external advice and assistance and the Union Secretary may take the matter up with Company representatives.

During the discussions the Status Quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

The "Status Quo" shall not apply to any warning issued or action taken by the Company in accordance with clause 7, Counselling Procedure.

At any time either party shall have the right to notify the dispute to the Industrial Registrar.

38. Consultative Committee

A committee known as the "Consultative Committee" shall be established at either or both of the places of work governed by this agreement (being 37 Bessemer Street, Blacktown and 4 Newington Road, Silverwater) if the majority of persons so employed at these places requests the establishment of such a committee.

- (ii) The composition and size of a Consultative Committee established at the place of work shall be determined by agreement between the employer of the persons employed at the place of work and a representative or representatives:
 - (a) appointed jointly by the industrial unions of employees registered under the *Industrial Relations Act 1996*, whose members are engaged at that place of work; or
 - (b) appointed at a meeting of the persons employed at that place of work.
- (iii) The maximum number of members of the Consultative Committee shall be eight or such other number as is determined in the manner referred to in sub-clause (b) of this clause.
- (iv) In order to ensure effective representation for all persons employed at a place of work, the following factors in respect of the place of work shall be taken into account in determining the composition and size of a Consultative Committee:
 - (a) The operation of various shifts.
 - (b) Various departments or sub-units.
 - (c) Geographical location.
 - (d) The variety of different occupations.
 - (e) The composition of the workforce.
- (v) In respect of any Consultative Committee, the number of the Company's representatives shall not exceed the number of employees' representatives.
- (vi) A person is not eligible to be elected as an employees' representative on a Consultative Committee unless the person is employed at the place of work at which the committee is established.
- (vii) As soon as practicable after a request is made pursuant to sub-clause (a) of this clause, a meeting of the persons employed at the place of work at which the Consultative Committee is to be established shall be called by the person who forwarded the request.
- (viii) At least one week's notice of a meeting referred to in sub-clause (g) of this clause shall be given to the Company.
- (ix) The method of electing employees' representatives on a Consultative Committee shall be determined at the meeting referred to in sub-clause (b) of this clause, and those representatives shall be elected at that meeting or at a later time determined by that meeting.
- (x) Upon the expiration of the term of office of an employees' representative on a Consultative Committee, an election to fill the vacant office shall be held in the manner and at the time determined at the meeting referred to in sub-clause (a) of this clause, or at a subsequent meeting of the persons employed at the place of work concerned.
- (xi) Upon the occurrence of a casual vacancy in the office of an employees' representative on a Consultative Committee, the chairman and convenor of the committee may, unless otherwise determined at a meeting of the persons employed at the place of work, appoint a person to the vacant office for the balance of the predecessor's term of office.
- (xii) Subject to the other provisions of this clause, an employees' representative on a Consultative Committee shall hold office for a period of two years.
- (xiii) The Company's representatives on a Consultative Committee shall be appointed by the Company:

- (a) as soon as practicable after the request made pursuant to sub-clause (a) of this clause, for the establishment of the Consultative Committee; and
 - (b) thereafter as the occasion requires.
- (xiv) The Company's representatives on the Consultative Committee shall include, as far as practicable, a person with the authority to implement measures and otherwise act on behalf of the Company in matters raised with the Consultative Committee.
- (xv) The employees' representatives on the Consultative Committee shall elect one of their number to be chairman and convenor of the Committee forthwith after the establishment of the committee and thereafter as the occasion requires.
- (xvi) A member of the Consultative Committee ceases to be such member if:
- (a) the member resigns from the Consultative Committee;
 - (b) in the case of an employees' representative, the member ceases to be employed at the place of work at which the committee is established; or
 - (c) the member is removed from office: in the case of an employer's representative, by the employer or, in the case of an employees' representative, at a meeting of the persons employed at the place of work.
- (xvii) The procedure for the calling of meetings of the Consultative Committee and for the conduct of those meetings shall, subject to sub-clause (r) of this clause, be determined by the Consultative Committee.
- (xviii) The following provisions apply to each Consultative Committee:
- (a) The Consultative Committee shall meet at least every two months.
 - (b) The chairman and convenor of the Consultative Committee may call a meeting at any time.
 - (c) The chairman and convenor shall circulate an agenda to all members of the Consultative Committee prior to any meeting.
 - (d) The agenda to be circulated may include any matter referred to the Consultative Committee by the Company, its employees or Union delegates.
 - (e) Minutes of each meeting are to be kept by a person designated by the Consultative Committee for the purpose.
 - (f) The records of the Consultative Committee (including minutes of meetings) shall be placed in the custody of the Company for safekeeping.
 - (g) Members of the Consultative Committee may have access to all records for the Consultative Committee, including minutes of meetings.
 - (h) Copies of the minutes of meetings shall be displayed at the places of work at which the committee is established in prominent places where employees may read them.
- (xix) Any decisions or resolutions of the Consultative Committee will be persuasive only and will not be in any way binding on either the Company or its employees.

39. Union Delegates

- (i) Where an employee is elected by his/her fellow employees as a Union Delegate and his/her name is forwarded, in writing, by the Union to the Company, the said Union Delegate shall be allowed, by the

Company, such time as is necessary to interview the Company representative on matters affecting the members he/she represents.

- (ii) The Company shall recognise one delegate only on each shift. A co-delegate will be recognised only in the absence of the delegate.
- (iii) Notwithstanding sub-clause (ii) hereof, the Company shall recognise both delegate and co-delegate in the event of a serious matter being raised.
- (iv) Meeting of delegates during working hours will not be held without approval of the Company.
- (v) The duties and rights of the delegates shall be as agreed between the Company and the Union.

40. Right of Entry

See *Industrial Relations Act 1996* (NSW), Chapter 5, Part 7 (Entry and Inspection by officers of industrial organisations) or any legislation replacing that provision.

PART B

CONDITIONS FOR 4 NEWINGTON ROAD SILVERWATER

1. Operation of Part B

- (i) The provisions contained in Part B apply only to employees whose terms and conditions are covered by this agreement and who are engaged at 4 Newington St, Silverwater.
- (ii) Except where indicated to the contrary, Parts A and C of this agreement also apply to employees engaged at 4 Newington St, Silverwater.

2. Freezer Work

- (i) This clause shall apply only to employees at Silverwater working in freezers where the temperature is normally colder than minus 18° Celsius.
- (ii) Employees working continuously for an hour inside a freezer shall be entitled to a 10 minute break outside the freezer without deduction of pay. Provided that in any hour where there is a paid break or unpaid meal break no freezer break shall be taken.
- (iii) A freezer allowance for freezer employees is included in Table 1 - Wages, of Part C, Monetary Rates, at (b), 4 Newington Road, Silverwater (Freezer/Dairy).
- (iv) The Company shall supply free of charge to each employee who is required to work in a freezer, suitable protective clothing which shall include two freezer suits. Freezer suits will be replaced on a wear and tear basis. Employees shall be paid an allowance of \$10 per week to clean/maintain their suit.

3. General Conditions

- (i) In accordance with the Second Tier Agreement dated 29th May 1989, the practice of 5 minutes undressing time prior to the bundy off time has been discontinued.
- (ii) Canteen prices are at the discretion of the catering contractor. However, the Company will continue to supply coffee, tea, sugar and milk free of charge.
- (iii) In accordance with the conditions outlined in an exchange of letters between the parties dated 4 February 1985 and 28 February 1985 an employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock within the recognised central damaged stock area shall be paid the rate prescribed for a Storeworker Grade 3 (previously described as "receiver").

PART C

MONETARY RATES

Adult Basic Wage - \$121.40 per week

Table 1 - Wages

(a) 37 Bessemer street Blacktown.

GRADE	At 1 February 2005	At 1 February 2006
	(\$)	(\$)
STOREWORKER GRADE 1	\$671.00	\$696.00
STOREWORKER GRADE 2	\$696.35	\$721.35
STOREWORKER GRADE 3	\$740.85	\$765.85
STOREWORKER GRADE 4	\$760.55	\$785.55

The above wages include a \$3.50 consideration for a dress and/or uniform allowance.

(b) 4 Newington Road Silverwater (Freezer/Dairy):

GRADE	At 1 February 2005	At 1 February 2006
	(\$)	(\$)
STOREWORKER GRADE 1	\$713.20	\$738.20
STOREWORKER GRADE 2	\$738.95	\$763.95
STOREWORKER GRADE 3	\$783.85	\$808.85
STOREWORKER GRADE 4	\$803.90	\$828.90

* The above wages include a \$3.50 consideration for a dress and/or uniform allowance.

* The above wages include a \$23.30 per week Freezer Allowance. (See Clause 2 of Part B.)

PART C

Table 2 - Other Rates and Allowances

Item 1	Clause No.	Brief Description	1 February 2005 (1.5%)	1 February 2006 (3.7%)
1	8(ii)	Training allowance - maximum	\$22.18 per week \$5.53 per day	\$23.00 per week \$5.65 per day
2	9(iii)	First-aid allowance	\$14.62 per week	\$14.93 per week
3	10(ii)	Non-taxed allowance for running a financial account	\$0.88 per week	\$0.90 per week
4	15(i)	Meal allowance	\$9.65	\$10.01
5	33(ii)	Dirty work	\$0.41 per hour	\$0.43 per hour

SIGNATURES

Signed for and on behalf of)
IGA Distribution Pty Ltd)
NSW/ACT)

Name _____

Witness Signature _____

Witness Name _____

Signed for and on behalf of)
IGA Distribution Pty Ltd)
NSW/ACT)

Name _____

Witness Signature _____

Witness Name _____