

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/238

**TITLE:** BFM Distribution Pty Limited/NUW Enterprise Agreement 1999

**I.R.C. NO:** 99/4622

**DATE APPROVED/COMMENCEMENT:** 9 September 1999 and commenced 19 November 1998

**TERM:** Expires 19 November 2000

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all warehouse employees at the Company's premises at Unit 6, 25 Frenches Forest Road, East Frenches Forest NSW 2086 engaged in or in connection with the handling, storage, recording and checking of general products and all operations incidental thereto

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



**BFM DISTRIBUTION PTY LIMITED / NUW**

**ENTERPRISE AGREEMENT**

**1999**

**Registered  
Enterprise Agreement  
Industrial Registrar**

# **BFM DISTRIBUTION PTY LIMITED/NUW ENTERPRISE AGREEMENT 1999**

## **1. TITLE**

This Agreement shall be known as the BFM Distribution Pty Limited/NUW Enterprise Agreement 1999. It shall supersede and replace the BMG Australia Limited Enterprise Agreement 1997.

## **2. ARRANGEMENT**

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### CLAUSE 3 - PARTIES BOUND

3.1 This Agreement shall be binding upon:

- 3.1.1 BFM DISTRIBUTION PTY LIMITED (ACN 087 516 907) of 194 Miller Street, North Sydney NSW 2060 ("**the Company**"); and
- 3.1.2 All employees of the Company engaged in activities described in Clause 5 and shall apply to any new employee employed during the life of the Agreement; and
- 3.1.3 The National Union of Workers New South Wales Branch ("**the Union**"); and
- 3.1.4 Consultative Committee.

### CLAUSE 4 - PERIOD OF AGREEMENT

4.1 This Agreement shall come into effect from 19 November 1998 (the date of approval by the NSW Industrial Relations Commission) and shall remain in force until 19 November 2000.

### CLAUSE 5 - INCIDENCE OF AGREEMENT

- 5.1 This Agreement shall apply to warehouse employees at the Company's premises at Unit 6, 25 Frenchs Forest Road, East Frenchs Forest NSW 2086 ("**Premises**") engaged in or in connection with the handling, storage, recording and checking of general products and all operations incidental thereto.
- 5.2 Without limiting the generality of the foregoing, this Agreement shall apply to employees engaged in the mixing, packaging, storing, handling, despatching and distributing of the range of products produced, handled or distributed by the Company and to employees engaged in wholesale or retail entertainment industry and all goods and items used and offered for sale in that industry and other associated functions carried on by the Company.
- 5.3 The Company, its employees, the Consultative Committee and the Union agree that, for the purposes of training, safety and to assist in production demands, employees can perform work normally carried out by members of the Union. Nothing in this sub-clause shall be used to replace the work of Union members or to reduce the amount of overtime required by the Company.
- 5.4 This Agreement supports the development and enhancement of methods of operations and applies to any new techniques tried and/or adopted by the Company.

### CLAUSE 6 - PARENT AWARD

6.1 This Agreement shall be read in conjunction with the Storeman & Packers General (State) Award (as amended) ("**Award**"). In the event that there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail.

### CLAUSE 7 - AIMS AND OBJECTIVES

- 7.1 7.1.1 To ensure that the establishment operates in a safe, productive, efficient and cost effective manner so as to ensure maximum output of quality product in order to improve present market share and capitalise on future market opportunities.

- 7.1.2 To maximise utilisation of storage and distribution capabilities in order to satisfy internal and external customer needs.
- 7.1.3 To constantly strive to improve the performance of all aspects of activity at the establishment.
- 7.2 The Company and the Union acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Company so as to ensure that employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of such working relations and commitments require:
- 7.2.1 that employees be involved in the making of decisions which affect them.
- 7.2.2 that employees have the opportunity to achieve their full potential within the context of the enterprise.
- 7.2.3 the willingness of employees to accept total flexibility of jobs and duties across the enterprise, subject to those jobs and duties being within the limits of the employee's skill, ability, competence and training – such duties will not be intended to promote deskilling.
- 7.2.4 the willingness of employees to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the enterprise.
- 7.3 To ensure the meeting of objectives of this Agreement the parties agree that the following measures form an integral part of the enterprise:
- 7.3.1 at all times, terms and conditions of employment will be based upon the specific needs of the enterprise.
- 7.3.2 the Company and the employees will constantly seek improvements in safety, methods of production, work organisation, quality, and any other areas which will enhance the effectiveness of the enterprise.
- 7.3.3 the avoidance of any action which disrupts or impedes production by the prompt resolution of employees concerns through effective communication and the agreed processes of consultation and grievance handling.
- 7.3.4 the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise.
- 7.3.5 ensuring that working relationships between employees are developed to promote mutual trust, open communication of relevant information and ideas, and cooperation generally.
- 7.3.6 the maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation.

## CLAUSE 8 - CONTRACT OF EMPLOYMENT

8.1 Employment shall be on one of the following basis:

### 8.1.1 *Weekly Employment*

During the first six weeks of weekly employment, employees will be probationary and their employment may be terminated by two days' notice on either side. Any employee not specifically engaged as a casual shall be deemed to be employed by the week or part-time.

### 8.1.2 *Part-Time Employment*

A part-time employee shall be one who works a minimum of 2 days per week and maximum 4 days per week, Monday to Friday and in all other respects the conditions applying to weekly employment will apply on a pro-rata basis relating to the proportion of the number of days worked.

### 8.1.3 *Casual Employment*

A casual employee shall be paid 1/38<sup>th</sup> of the appropriate weekly rate plus 15% casual loading plus 1/12<sup>th</sup> holiday loading. Casuals shall engaged for a minimum of four (4) hours on any day. Casual engagement shall be terminated by the giving of one hour's notice by either the Company or employee. Casuals employed on shift work shall be paid at the casual rate plus the applicable shift allowance. Casuals are not entitled to the provisions of:

Clause 14 Public Holidays  
Clause 15 Annual Leave  
Clause 16 Sick Leave  
Clause 17 Long Service Leave  
Clause 18 Bereavement Leave  
Clause 19 Personal Carer's Leave  
Clause 20 Jury Service

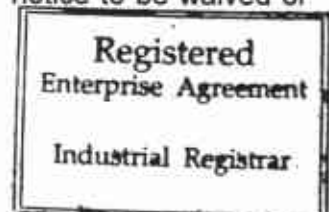
8.2 **Termination of Employment:**

### 8.2.1 *Weekly Employees*

Employees engaged on a weekly basis may have their employment terminated or may terminate their employment by one week's notice given at any time during the week or the payment or forfeiture, as the case may be, of one week's ordinary wages.

### 8.2.2 *Termination - Mutual Agreement*

Nothing in this Agreement shall prevent a mutual agreement being reached between an employee and the Company for the required period of notice to be waived or reduced.



### 8.2.3 Termination of Employment during First Week

Notwithstanding the respective notice of termination contained within this Agreement employment may be terminated by one hour's notice on either side during the first week of employment or the payment, or forfeiture, as the case may be of one hour's ordinary pay.

### 8.2.4 Termination of Employment Without Notice

The Company shall have the right to instantly dismiss any employee for serious misconduct such as, but not limited to, stealing, fighting, being under the influence of drugs at work, in which case wages shall be paid up to the time of dismissal.

## CLAUSE 9 - RATES OF PAY

9.1 The rates of pay that will apply during this Agreement are as follows:

19 November 1998	19 November 1999	19 May 2000
\$499.31	\$519.29	\$534.87

### 9.2 Supervisor Allowances (Leading Hand)

An employee performing the role of a supervisor shall be entitled to receive one of the following allowances whilst engaged in this work.

<i>Stock, other than video</i>	<i>\$1.25 per hour</i>
<i>Line (Picking &amp; Packing)</i>	<i>\$1.25 per hour</i>
<i>Video (Picking &amp; Packing)</i>	<i>\$1.25 per hour</i>



## CLAUSE 10 - NO EXTRA CLAIMS

10.1 There shall be no further claims during the life of this Agreement.

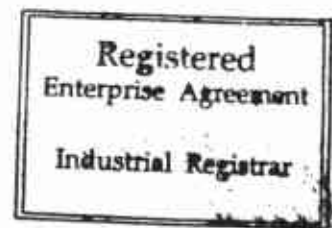
## CLAUSE 11 - HOURS OF WORK

### 11.1 Day Work

11.1.1 The ordinary hours of work prescribed for day workers shall be worked, except for meal breaks, between 6.30 am and 5.30 pm Monday to Friday. Provided that the span of hours may be altered by mutual agreement between the Company and the employee concerned.

11.1.2 A meal break of 30 minutes, which shall be unpaid, shall take place so that each employee is not required to work more than five hours without a meal break. Employees may be required to take staggered meal breaks if the production process requires.

11.1.3 As a non-smoking environment, smoking is not permitted within the precincts of BMG Premises. A designated open air area is available at morning tea and meal break time.



#### 11.1.4 *Morning Tea Breaks:*

Employees shall be allowed 10 minutes each morning as a rest period for morning tea, such time to be regarded as time worked.

### **CLAUSE 12 - OVERTIME**

12.1 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

#### 12.2 *Weekday*

All time worked in excess of, and/or outside the agreed roster (37½ hours), shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter determined on a daily basis.

#### 12.3 *Saturday*

An employee who is required to work overtime on Saturday will be paid time and one-half for the first two hours and double time thereafter determined on a daily basis.

#### 12.4 *Sundays & Public Holidays*

12.4.1 All time worked on Christmas Day and Good Friday shall be paid for at the rate of triple time.

12.4.2 All time worked on Sunday shall be paid for at the rate of double time and one-half. All time worked on a public holiday, other than Christmas Day and Good Friday, shall be paid for at the rate of double time and one-half.

12.4.3 All time worked as a public holiday which falls on a Saturday shall be paid at the rate of double time and one-half.

12.4.4 The minimum payment for work performed on Sundays or holidays shall be 4 hours at the appropriate rate.

#### 12.5 **Ten Hour Break After Overtime:**

When overtime work is necessary it shall 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 ordinary work on one day and the commencement of ordinary work on the next day that there has not been at least 10 consecutive hours off duty between those times shall, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without the 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 10 consecutive hours off duty, the employee shall be paid at the rate of double time until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours without loss of pay for ordinary



working time occurring during such absence.

- 12.6 By mutual agreement between the Company and an employee, such employee may choose to take time off at a mutually convenient time in lieu of payment for overtime.

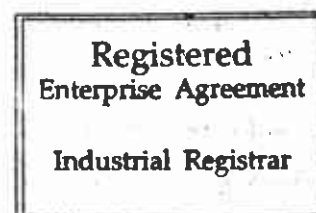
### **CLAUSE 13 - MEAL ALLOWANCE, MEAL BREAK PROVISIONS**

- 13.1 An employee who is required to work in excess of 1 hour after normal working hours without being duly notified on the previous day shall be paid a meal allowance of \$7.30. Should an employee be notified on the previous day to work overtime and then not called upon to do so will be paid \$7.30 meal allowance. This amount shall be increased in line with any Award increases.
- 13.2 Tea, coffee, milk, sugar and boiling water shall be provided to the employees free of charge by the Company during meal breaks and tea breaks.

### **CLAUSE 14 - PUBLIC HOLIDAYS**

- 14.1 An employee, other than a casual engaged on a weekly basis, shall be entitled, without loss of wages to the following Public Holidays.

New Years Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Picnic Day



All other days gazetted as Public Holidays for the State of New South Wales.

#### **14.2 Absence Before Or After Holidays**

Any employee, other than a casual, absent without leave on the working day immediately preceding a holiday or holidays, on such holiday or holidays or any of them, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to other reasonable cause, proof of which shall be upon the employee. For the purpose of this clause, a Rostered Day Off shall be regarded as a Public Holiday.

### **CLAUSE 15 - ANNUAL LEAVE**

- 15.1 Annual leave shall be 4 weeks upon completion of 12 months continuous service with the Company and is to be taken by the employee at a time fixed by the Company by mutual consent with the employee.

- 15.1.1 All other conditions in respect to annual leave for weekly employees are as contained in the NSW Annual Holidays Act, 1944.
- 15.1.2 Each employee before going on annual leave shall be paid the wage that would have been received in respect of the ordinary time worked during the period of annual leave.
- 15.1.3 No employee shall give or be given notice whilst he is absent from work on account of paid annual leave.

## 15.2 Loading On Annual Leave

- 15.2.1 During the period of annual leave an employee shall receive a loading of 17½% of the ordinary, weekly wage rate.
- 15.2.2 Where the employment of an employee is terminated by the Company for a cause other than misconduct, and the employee has not been given and has not taken the whole of an annual holiday which has become due, the employee shall be paid the loading for the period of annual leave due and not taken.
- 15.2.3 Except as provided above, no loading is payable on termination.
- 15.2.4 An employee may be required to take annual leave prior to the anniversary date.

## CLAUSE 16 - SICK LEAVE

- 16.1 An employee, other than a casual, who is absent from work on account of personal illness, injury, elective surgery or dental work other than routine dental maintenance, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:
- 16.1.1 the employee shall be entitled to leave of absence at the ordinary time rate of pay of the appropriate classification.
- 16.1.2 the employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.
- 16.1.3 the employee shall, at least 2 hours prior to the commencement of such absence, or as soon as reasonably practicable, inform the Company of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- 16.1.4 The Company shall not be required to pay sick leave for any absence of 2 or more consecutive days unless the employee produces a certificate signed by a duly qualified medical or dental practitioner, whichever is appropriate, certifying that the employee is, in the opinion of that practitioner, unable to attend for work due to personal illness or injury.
- 16.1.5 An employee absent on sick leave for a period less than 2 consecutive days shall, if required by the Company, produce evidence of the illness by medical certificate.
- 16.1.6 No employee shall give or be given notice whilst absent from work on account of paid sick leave.

## 16.2 Entitlements

- 16.2.1 An employee shall be entitled during the first year of service to sick leave of 5 days of ordinary working time.
- 16.2.2 In the second and subsequent years of continuous employment an employee shall accrue paid sick leave at the rate of and up to a maximum of 10 days of ordinary working time.
- 16.2.3 Sick leave shall accumulate from year to year, subject to continuous employment with the Company and shall be available for 12 years after the year of accrual.
- 16.2.4 In the case of an employee who has more than one period of employment within the twelve months, the periods of work shall be aggregated for the purpose of entitlement accrued and any sick leave taken. Twelve months will be defined as the anniversary date of the commencement of the first period of employment.

## CLAUSE 17 - LONG SERVICE LEAVE

- 17.1 The provisions that apply to Long Service Leave are those prescribed by the Long Service Leave Act, 1955 (as amended). The entitlements are summarised as follows:
- 17.1.1 Two months leave for 10 years of continuous employment;
- 17.1.2 One month leave for each 5 year service completed since the employee last became entitled to Long Service Leave;
- 17.1.3 Where an employee has completed at least 5 years service and his or her employment is terminated by the Company for reasons other than for serious and wilful misconduct or where the employee resigns due to illness, incapacity or domestic or other pressing necessity, the employee is entitled to a proportionate amount of Long Service Leave on the basis of two months for 10 years service.

## CLAUSE 18 - BEREAVEMENT LEAVE

- 18.1 An employee shall on the death of a wife, husband, father, stepfather, mother, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, child, stepchild or ward, be entitled upon notice to leave up to and including the day after the funeral of such relation. This leave will be with pay for a maximum of 3 days. If required, proof of such death shall be furnished by the employee to the reasonable satisfaction of the Company.
- 18.2 An employee shall not be entitled to leave under this clause if they are already on a period of leave.
- 18.3 No employee shall give or be given notice whilst absent from work on account of paid bereavement leave.

## CLAUSE 19 - PERSONAL CARER'S LEAVE

- 19.1 Personal Carer's Leave is made up of sick leave accrued during the previous employment year but not taken, accrued Annual Leave and any days of entitlement in lieu of overtime

or public holiday work.

- 19.2 Personal Carer's Leave may be taken in the event of an illness, supported by a doctor's certificate, of wife, husband, father, stepfather, mother, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, child, stepchild, de facto or ward.
- 19.3 The terms applying to this leave are those set out in the Award.

## **CLAUSE 20 - JURY SERVICE**

- 20.1 An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect to jury service attendance and the amount of wage that would have been received in respect of the ordinary time that would have been worked had jury service not been undertaken.
- 20.2 An employee shall notify the Company as soon as possible of the date upon which attendance for jury service is required. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **CLAUSE 21 - PAYMENT OF WAGES**

- 21.1 Employee wages shall be paid by direct transfer into the employee's bank (or other recognised financial institution) account and shall be paid weekly so that payment is made or deposited not later than 3 working days following the completion of the pay week.
- 21.2 On or prior to pay day, the Company shall state to each employee in writing the amount of ordinary wage to which he or she is entitled, the amount and details of overtime due for that period, the amount of deductions made therefrom and the net amount due to each employee.

## **CLAUSE 22 - FIRST AID ATTENDANT**

- 22.1 The Company shall appoint a competent employee to be in charge of the First Aid.
- 22.2 Where that employee holds a current approved First Aid Certificate and is appointed under the terms of this Agreement, the employee shall be paid a fixed amount of \$10.00 per week.
- 22.3 The Company shall take all reasonable steps to obtain a competent employee to perform first aid duties, including approaching the existing employees to undertake first aid training.

## **CLAUSE 23 - ACCIDENT PAY**

- 23.1 The Company agrees to abide by all the conditions as contained within the New South Wales Worker's Compensation Act.
- 23.2 A pay shall be made up to the ordinary rate of pay whilst eligible for worker's compensation cover.
- 23.3 Where an employee has lodged a claim for worker's compensation payment under the provisions of the New South Wales Worker's Compensation Act, the Company reserves the

right where deemed necessary to request the employee to attend the Company's nominated medical practitioner for assessment of injury incurred.

- 23.4 No employee shall give or be given notice whilst absent from work on account of paid accident pay.

## **CLAUSE 24 - RIGHT OF ENTRY**

- 24.1 The Company agrees that a duly accredited representative of the Union shall have the right under the terms of the Industrial Relations Act 1996 to enter the Premises for the purpose of interviewing employees and investigating suspected breaches of awards or agreements or the Industrial Relations Act 1996. In the interests of mutual cooperation, the Company lunchroom is available for meetings.

## **CLAUSE 25 - COUNSELLING AND DISCIPLINE**

- 25.1 Whilst the emphasis of this Agreement is on improved performance by the Company and employees there will, from time to time, arise situations where an employee's performance is below accepted standards. This procedure outlines how this performance can be rectified.

25.1.1 The counselling process is a means of advising an employee of a perceived deficiency in behaviour or attitude affecting work performance and attempts to identify means of correcting the problem. The disciplinary process set out below is intended to provide an example of existing procedures and is by no means definitive, but sets out a system of warnings.

25.1.2 The existence of a Company disciplinary procedure or a general adherence to those procedures does not impinge on the Company's right to summarily dismiss an employee in certain circumstances.

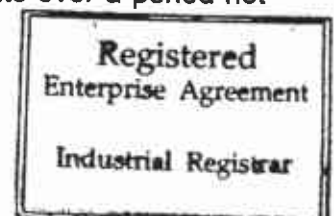
25.1.3 As a general rule, any discussions between an employee and management representative of the Company in regards to work performance should be formalised in writing, particularly when a warning is given to the employee.

### **25.2 Counselling**

25.2.1 In the first instance, when the Company's supervisor/manager perceives a problem with work performance, the supervisor/manager may counsel the employee, ensuring that the employee is aware of the conduct or behaviour required and also aware of the consequences should the incorrect behaviour continue.

25.2.2 The Company's supervisor/manager should make a written report of the counselling, either for his/her own records or for inclusion onto the employee's file.

25.2.3 The Company's supervisor/manager should assist, where possible, in identifying means for improvement and should monitor the improvements over a period not exceeding one month.





## 25.3 Discipline

### 25.3.1 Verbal Warning

Should the problem or poor performance continue after counselling, the Company's supervisor/manager should again approach the employee, this time more formally. The employee should be informed by the supervisor/manager that improvement is required and if the improvement is not forthcoming the employee is warned that they could be dismissed. The fact that a verbal warning has been issued should be recorded in the employee's file, or noted, and performance monitored.

### 25.3.2 Written Warning

In the event the employee's behaviour does not improve after the verbal warning, the Company's supervisor/manager should issue a written warning, detailing the problem and the required improvement, stating what previous steps had been taken. The written warning should be signed by those present, with a copy to each of the employee, the supervisor/manager and the employee's file.

Should the employee's behaviour not improve, dismissal proceedings may be implemented.

During any of the above steps an employee may elect to have a Union delegate or other representative present. At all stages throughout the above procedure, employees should sign an acknowledgment of written reports and be provided with a copy.

## CLAUSE 26 - AVOIDANCE OF DISPUTES

- 26.1 In the event of an employee having grievance, the employee in the first instance must take the matter up with their supervisor providing the supervisor with the opportunity to remedy the grievance.
- 26.2 If the matter remains unresolved, it shall be referred to the Union delegate who shall consult the appropriate representative of the management.
- 26.3 If the matter remains unresolved, it shall be referred to the secretary of the Union (or his/her representative). This official shall discuss it with a senior representative of the Company.
- 26.4 If the matter remains unresolved, it shall be submitted to the NSW Industrial Commission for resolution.
- 26.5 While the above procedures are being followed work shall continue normally in accordance with this Agreement.
- 26.6 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Agreement.
- 26.7 The parties shall at all times, confer in good faith and without undue delay.
- 26.8 During the discussions, "the status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.



## **CLAUSE 27 - SUPERANNUATION**

### **27.1 Definitions**

27.1.1 "Approved Fund" shall mean LUCRF.

27.1.2 "Eligible employee" shall mean a weekly or casual employee who is employed to work to the terms of this agreement and who has been employed for four calendar weeks. In the case of a casual employee ordinary hours of service need not be continuous. All hours of service accumulated by a casual employee shall be included in the calculation of ordinary hours of service towards the attainment of the qualifying period.

27.1.3 "Ordinary Time Earnings" shall mean:

- (a) In the case of a weekly employee, his/her classification's weekly rate of pay for ordinary hours of labour; or
- (b) In the case of a casual employee, earnings for his/her classification during ordinary working hours (including 15% casual loading);
- (c) A classification's rate shall include the rate per week and allowances related to work and conditions

### **27.2 Contributions**

27.2.1 The Company shall pay to the trustee of the approved fund, in respect of each eligible employee, an amount equal to 7% (increased in accordance with legislation) of the employee's ordinary time earnings.

27.2.2 When an employee becomes an eligible employee by having completed the required qualifying period of employment, the Company shall pay contributions for the qualifying period.

27.2.3 Provided that where an eligible employee has not joined the fund and refuses in writing to so join, the Company shall not be bound to make contributions for the eligible employee.

27.2.4 The Company may make a pro-rata deduction for the weekly contribution for each hour that an employee is absent from work without pay.

27.2.5 The Company shall remit to the trustee of the approved fund, all payments due in respect of eligible employees, immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the Company and the trustee.

### **27.3 Existing Arrangements**

27.3.1 Nothing in this clause shall affect any arrangement for the payment of occupational superannuation (emanating from the State Wage Case Decision of 1986 and subsequent decisions) into an approved fund which commenced before 20 March 1989.

27.3.2 Further it is not the intent of this clause to reduce the terms of any existing agreement between an employer and the trustee of an approved fund, whichever is applicable.

## CLAUSE 28 - LEAVE RESERVED

- 28.1 There shall be no further claims on either party during the currency of this Agreement other than for the matters listed as leave reserved.
- 28.2 In the event of redundancy, leave is reserved to the Union to discuss the terms and conditions of separation of employment of its members.
- 28.3 As far as is practicable, the Company will give three months' notice of redundancy. In no way is this to be misread to concern the normal, seasonal nature of the Company's business.
- 28.4 In the event of a non-pedestrian forklift truck being introduced, discussions will take place with the Union as to the rate of pay.

## CLAUSE 29 - SAFETY AUDITS

- 29.1 The Company will ensure that regular safety audits and housekeeping inspections will take place by an authority independent of Company staff and the Union. That authority will give a report to both the Company and the Union.

## CLAUSE 30 - RENEGOTIATION

- 30.1 The parties to this Agreement will commence negotiations for a new agreement three months prior to the expiry of this Agreement.

## SIGNATURES

### Consultative Committee

Di Yates

.....

Peter Kelland

.....

Carol Charman

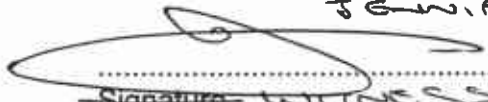
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Signed for and on behalf of  
THE NATIONAL UNION OF WORKERS  
NEW SOUTH WALES BRANCH

J.G.W. FOR LORD, J.P.

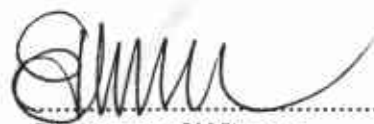
  
.....  
Signature

  
.....  
Signature of Witness FRANK BELAN

STATE SECRETARY  
.....  
Print Name & Position

Signed for and on behalf of  
BFM DISTRIBUTION PTY LIMITED

  
.....  
Signature

  
.....  
Signature of Witness  
JACQUI ELMAS

STEVE PEDRO, DIRECTOR  
.....  
Print Name & Position

Consultative Committee

L. Numan.  
D. Yates.  
P. [Signature]

[Signature] J.P.

