REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/126

TITLE: Bidvest Newcastle-Certified Agreement 2003

I.R.C. NO: IRC4/1473

DATE APPROVED/COMMENCEMENT: 19 April 2004 / 1 December 2003

TERM: 24 months

NEW AGREEMENT OR

VARIATION: New

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Frigfreeze Pty Ltd trading as Bidvest Newcastle located at PO Box 22, Hunter Region MC, NSW 2310, engaged in the classifications of probationary employee grade 1 and storeperson grades 2-4 who fall within the coverage of Storemen and Packers General (State) Award

PARTIES: Frigfreeze Pty Ltd t/as Bidvest Newcastle -&- the National Union of Workers, New South Wales Branch

Draft 3 - 16-12-03

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1996

FRIGFREEZE PTY LTD

AND

THE NATIONAL UNION OF WORKERS (NEW SOUTH WALES BRANCH)

(No.CA of 2004)

BIDVEST NEWCASTLE - CERTIFIED AGREEMENT 2003

APPLICATION FOR CERTIFICATION OF AGREEMENT

THIS AGREEMENT, made in pursuance of the *Industrial Relations Act* 1996 (NSW), this day of 2004 between THE NATIONAL UNION OF WORKERS (NEW SOUTH WALES BRANCH) (hereinafter referred to as the "Union") and Frigfreeze Pty ltd, , hereinafter referred to as "the Employer", witnesseth that it is hereby mutually agreed as follows:

ARRANGEMENT OF CERTIFIED AGREEMENT

Clause No. Subject Matter

PART 1 - PRELIMINARY

- 1.1 Title
- 1.2 Certified Agreement Coverage
- 1.3 Date of Operation
- 1.4 Certified Agreement Posting
- 1.5 Procedures for Change

PART 2 - TERMS AND CONDMONS OF EMPLOYMENT

- 2.1 Contract of Employment
- 2.2 Redundancy
- 2.3 Settlement of Disputes

PART 3 - DEFINITIONS, WAGES, SUPERANNUATION AND ALLOWANCES

- 3.1 Definitions
- 3.2 Job Grades
- 3.3 Wages, Superannuation, & Allowances
- 3.4 Payment of Wages
- 3.5 Two or More Classes of Work
- 3.6 Superannuation
- 3.7 Allowances

PART 4 - HOURS OF WORK, OVERTIME

- 4.1 Hours of Work (Day and Shift)
- 4.2 Overtime
- 4.3 Meal Breaks
- 4.4 Rest Pauses
- 4.5 Part-Time and Casual Employment

PART 5 - LEAVE, STATUTORY HOLIDAYS

- 5.1 Annual Leave
- 5.2 Statutory Holidays
- 5.3 Sick Leave
- 5.4 Long Service Leave
- 5.5 Bereavement Leave
- 5.6 Family Leave
- 5.7 Trade Union Training Authority Leave

PART 6 - MISCELLANEOUS PROVISIONS

- 6.1 No Further Claims
- 6.2 Ancillary Provisions

PART 7 - UNION DELEGATES LEAVE

7.1 Union Delegates Leave Clause

PART 1 - PRELIMINARY

1.1 Title

This Certified Agreement shall be known as the BIDVEST NEWCASTLE - CERTIFIED AGREEMENT 2003.

1.2 Certified Agreement Coverage

This Agreement shall apply to Frigfreeze Pty ltd trading as Bidvest and its employees in Newcastle NSW.

Provided that the provisions of Part 4 and clauses 3.6 & 5.2 of this Agreement shall not apply to any employee in receipt of a weekly wage, which is not less than 25% in excess of the amount, represented by the highest adult wage rate for a similar class of employee within this Agreement.

This agreement shall be interpreted in conjunction with Storeman and Packers General Award (State) Consolidated Award. In the event of any inconsistency between this Agreement and the Storeman and Packers General Award (State) Consolidated Award, the terms of this Agreement shall apply.

This Agreement shall apply to any successor, asignee or transmittee of all or any of the work.

1.3 Date & Period of Operation

This Certified Agreement shall take from December 1, 2003 and remain in force until December 1, 2005.

1.5 Certified Agreement Posting

A true copy of the agreement shall be exhibited in a conspicuous and convenient place on the premises of the Employer so as to be easily read by employees.

1.6 Procedures for Change

(1) As part of the Structural Efficiency exercise and as an ongoing process, improvements in productivity and efficiency, discussion should take place at the enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultative mechanisms across the workplace to all employees in the enterprise with consideration of a single bargaining unit.

- (2) The Consultative processes established in the enterprise in terms of this Certified Agreement may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work will be involved in such discussions.
- (3) Any proposed genuine agreement reached between the employer and employee(s) in the enterprises is contingent upon -
 - (a) a majority of employees affected genuinely agreeing to the changes;
 - (b) the agreement being consistent with the current State Wage Case principles:
 - (c) the Union being invited to participate in any discussions which involve alterations to Agreement conditions, (and are a party to any resultant agreement).
- (4) Both parties shall not unreasonably withhold consent to an agreement.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

- (1) At time of engagement all employees shall be informed that their employment is conditional upon the first three (3) months thereof being a probationary period. Provided that employees with relevant industry experience shall only serve one (1) month probation. New employees with relevant industry experience shall be paid at the rate of pay relevant to the tasks performed.
- (2) Upon successful completion of the probationary period the Employer shall advise the employee in writing that the employment position and grade of pay is confirmed or that in accordance with the probationary provisions, the contract of employment has been concluded.
- (3) Failure by the Employer to act in accordance with the provisions of subclause (2) above shall be construed as confirming the employee's contract of employment from the initial commencement date. Any subsequent termination of employment will then be in accordance with the provisions of subclause (4) and subclause (5) where deemed appropriate.
- (4) The following periods of notice shall be given by either party of termination of service (or paid/forfeited in lieu thereof) except in the case of casual employees and in cases of dishonesty, drunkenness, wilful disobedience, insubordination, refusal of duty, neglect or gross misconduct when any employee subject to instant dismissal entitled to their wages and all entitlements due up to the time of such dismissal only:

Period of Continuous Service	Period of Notice	
Not more than 1 year	At least 1 week	
More than 1 year but not more than 3 years	At least 2 weeks	
More than 3 years but not more than 5 years	At least 3 weeks	
More than 5 years	At least 4 weeks	

The period of notice is increased by one week if the employee is over 45 years old and has completed at least two years continuous service with the employer.

- (5) Casual employees in whatever capacity shall not be required to give or receive a period of notice to terminate their engagement.
- (6) Incidental or Peripheral Tasks -

The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence, training and responsibilities consistent with the classification structure of this Certified Agreement provided that such duties are not designed to promote de-skilling.

The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the Employer pursuant to the above subclause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

2.2 Redundancy

Redundancy shall apply in accordance with clause 34 of the Storeman and Packers General Award (State) Consolidated Award. The union may make representations on severance pay to the Company during the life of the agreement in the event that redundancy occurs.

2.4 Settlement of Disputes

- (1) The duly appointed union representative on the site shall discuss any matter affecting the employees he/she represents with the immediate foreperson/supervisor in charge of the work or, in this person's absence, the person performing this function. All product not under mechanical refrigeration at the time of a dispute, stoppage or stop-work meeting shall be put away into cold rooms.
- (2) If agreement is not reached at this level the employee and/or the union representative where relevant shall approach the employer's representative on site for further discussions and/or negotiations.
- (3) If the matter is not resolved at this level the Union Representative where relevant shall inform the secretary of the Union of the nature of the matter in dispute and discussion should then be carried on between employer representatives and the Union.
- (4) The Employer shall allow the Union Representative to use the available facilities to make early contact with the Union.
- (5) Should negotiations (1), (2) and (3) fail to resolve the dispute, the dispute may be referred to the New South Wales Industrial Relations Commission.
- (6) The dispute shall not be referred to the New South Wales Industrial Relations Commission until steps (1), (2) and (3) have been completed.
- (7) Whilst the above procedure is being affected, the status quo shall remain.

PART 3 - DEFINITIONS, WAGES, SUPERANNUATION AND ALLOWANCES

3.1 Definitions

- (a) "Mutually agreed"- shall mean agreed in writing between the Employer and the Employee.
- (b) "Freezer" shall mean a chamber for the storage and preservation of foodstuffs the temperature of which is reduced by artificial means to less than minus 1.1 degrees Celsius.

3.2 Job Grades

It is the Companies objective to provide Employees who demonstrate a high standard of work performance and commitment with a career path. Accordingly, your progression through the job grades set out below will be based upon:

acquired skills through structured training programs or a formal qualification;

the recommendations of your supervisors and managers; and

a position being available for you.

If you are promoted to a higher job grade during the term of this Agreement, your ordinary rate of pay will be adjusted in accordance with the relevant position and you will be provided with a further letter of appointment from the Company confirming your promotion.

Probationary Employee Grade 1

All new employees to the enterprise shall be employed in the first three months in the capacity of Probationary Employee. Such employees will undergo induction and a structured training plan incorporating a formal review during the first month of probation, reviews during the second month of probation and a final review before the completion of the Probation period. Where agreed in writing between the employee and the company, these review periods may be varied if appropriate as long as the probation period remains at a maximum of 3 months. Provided further that employees with relevant industry experience shall be classified at the relevant rate.

(a) Grade 2

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson;

(b) Grade 3

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson (including goods receivable, forklift operation, quality assurance, and work without direction);

(c) Grade 4

Shall mean an Employee appointed as such, who has completed or acquired the competency to perform the tasks within the position descriptions assigned to this grade:

Job titles at this grade include:

Storeperson Leading Hand;

3.3 Wages

(1) The minimum rates of pay to be paid to the Employees classified under this Agreement are:

JOB GRADE	FULL-TIME EMPLOYEES Per Week	CASUAL EMPLOYEES (Rate per hour)
GRADE 1	\$487.70	\$15.98
GRADE 2	\$502.70	\$16.48
GRADE 3	\$514.00	\$16.85
GRADE 4	\$554.00	\$18.10

(Note: that the above casual rates are inclusive of the casual loading and the payment in accordance with the *Annual Holidays Act* 1944)

(2) The above wage rates and allowances will be increased by 5% on March 1, 2004 and December 1, 2004.

- (3) In addition to the above rates employees employed in chillers shall be paid a weekly allowance of \$10.00 per week or \$2.00 per day. " Chiller " shall mean a chamber for the preservation of foodstuffs the temperature of which is reduced by artificial means to not less than minus 1.1 degrees Celsius.
- (4) In addition to the above rates employees employed in freezers shall be paid a weekly allowance of \$17.64 per week or \$3.54 per day" Freezer " shall mean a chamber for the Logistics and preservation of foodstuffs the temperature of which is reduced by artificial means to less than minus 1.1 degrees Celsius.
- (5) Provided that the allowances in subclauses (3) and (4) above shall not apply to an employee whilst they are on leave.
- (6) Bidvest will pay the freezer rate to all Bidvest employees employed as a storeperson who are covered by this agreement, Bidvest reserves the right to renegotiate sub-clause 4 for new employees in the event of operational changes.

3.4 Payment of Wages

- (1) Wages shall be paid at least once in every week in the Employer's time by EFT.
- (2) In the case of dismissal of an employee or of an employee leaving the service of the Employer after the prescribed notice has been given, the employee shall be paid all wages due within 3 days after the employee ceases work.

3.5 Two Or More Classes of Work

An employee employed in a higher classification for 2 hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

If employed for less than 2 hours on any day on any such higher classification, he/she shall receive such higher rate of pay whilst so employed.

3.6 Superannuation

All employees covered by this agreement shall, as a minimum, receive the level of company superannuation support required by the Australian Government's Superannuation Guarantee Charge legislation, taking effect from 1 July 1992.

Currently the contribution by the Company is 9% of wages.

3.7 Shift Allowance

For work done at any time during a shift (other than a day shift) the ordinary rate of pay shall be increased by fifteen per cent per shift.

Provided that employees working a non-rotating permanent night shift shall receive a thirty percent shift loading.

Provided that this shift allowances shall not apply to shift work performed on a Saturday and Sunday.

Definitions - For the purposes of this clause:

"Afternoon Shift" means any shift rostered to finish after 6.00p.m and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00a.m.

3.8 Cash Collection Allowance

Drivers or despatch clerks as appointed and required by the employer to receive monies from customers in addition to normal duties shall be paid an allowance of \$13.75 per week and then \$14.16, as from 1.3.2004 and \$14.59 as from 1.12.2004 for permanent employees and \$2.75 per day as from 1.3.2004, \$2.83 as from 1.12.2004 for casuals.

Provided that employees receiving this allowance shall be responsible for the monies collected on behalf of the Company and if there is any shortfall the employee will be required to make up such shortfall.

PART 4 - HOURS OF WORK

4.1 Hours of Work

4.1.1 Hours of Work - Full Time Day Workers

The arrangements of hours of work for Full Time Day Workers may be implemented within the following:-

- (a) 38 hours per week. Provided that such an employee may be rostered to work 38 hours per week or up to 152 hours per 4 week cycle without payment of overtime;
- (b) All ordinary hours are to be worked within a maximum of 8 hours;
- (c) All ordinary hours are to be worked between 6am and 6p m Monday to Friday.

4.1.2 Hours of Work - Part-Time Workers

The arrangement of hours for Part-Time Employees may be implemented within the following:-

- (a) A minimum of 15 hours per week, and up to a maximum 38 hours per week. A part-time Employee will be paid for the hours worked each week on an hour for hour basis;
- (b) All ordinary hours are to be worked within a minimum of 4 hours per day and a maximum of 8 hours.

4.1.3 Hours of Work - Full Time Shift Workers

The arrangements of hours of work for Full Time Shift Workers may be implemented within the following:-

- a) 152 hours over a 4 week cycle, on any day Monday to Friday, provided the Employee will be paid for 38 hours work regardless of the number of hours worked in each week, unless the Employee is terminated;
- b) All ordinary hours are to be worked with a maximum of 8 hours per day;

4.2 Casuals

Casual employees shall be paid one thirty-eighth (I/38th) of the appropriate weekly rate plus 15% and the holiday loading of 1/12 pursuant to the *Annual Holidays Act* 1944 per hour with a minimum of four (4) hours per engagement and a maximum of 8 hours per engagement. A casual employee will work a maximum of 38 ordinary hours in any one week. This casual rate will apply to any employee engaged through contract with Bidvest on the site by a labour hire company or Bidvest employees.

4.3 Rosters

- 4.3.1 The employer may alter the start finish times to the operation requirements of the business. A minimum of 48 hours notice will be provided by the employer. In the event that the employee for pressing personal necessities is unable to change within that period, 1 weeks notice will apply.
- 4.3.2 The employer may alter shift times for shift workers based on emergent operational requirements with no less than 1 weeks notice unless agreed by mutual arrangement between the employer and the employee.
- 4.3.3. The employer may alter shift times for day, afternoon or night-shift workers by mutual agreement only.

4.4 Overtime

- 4.4.1 Full Time Day Workers All time worked in excess of the ordinary working hours per shift in accordance with clause 4.1.1 (b) or outside the rostered and or the prescribed hours in sub clause 4.1.1 hours unless otherwise agreed in accordance with sub clauses 4.3.3 or 4.3.4, shall be deemed overtime and paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- 4.4.2 Part-Time Workers- All time in excess of the daily, weekly, span of hours and rostered hours as set out in sub clause 4.1.2 unless otherwise agreed between the employer and the employee in accordance 4.3.3 or 4.3.4, shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 4.4.3 Full Time Shift Workers All time worked in excess of daily or weekly hours per week or outside of the daily spread of hours specified in subclause 4.1.1 of clause 4.1 shall be deemed overtime unless otherwise agreed between the employer and the employee in accordance with sub clauses 4.3.3 or 4.3.4 and shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 4.4.4 Casual Employees All time in excess of 38 hours in any one week or 8 hours in any one engagement by mutual agreement, shall paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 4.4.5 Meal Allowance and Crib Periods Any employee required to continue working for more than one hour on any one day shall be allowed a one-half hour meal break. If required to continue working for a further four hours or more, an employee shall be allowed 45 minutes for crib after each further four hours worked. No deduction of pay shall be made for any such crib break or breaks, and each employee shall be paid a meal allowance of \$9.35 at any such crib break.
- 4.4.6 Rest Period on Overtime Any employee who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his Employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he shall be paid double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that eight (8) hours may be substituted for ten (10) in the following circumstances:

- (a) for the purpose of changing shift rosters.' Or
- (b) where a shift worker does not report for duty.' Or
- (c) where a shift is changed by arrangement between the employees themselves. Or
- (d) where there is agreement between the employer and the employee.

4.5 Meal Breaks

All employees who work five hours or more on any one day shall receive a thirty (30) minute meal break at a time that will not interfere with the continuity of work. The meal break for day workers will be unpaid and the meal break for shift workers will be paid.

4.6 Rest Pauses

All employees shall be entitled to a rest pause of ten (10) minutes duration in the Employer's time in the first and second half of the daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary and may be taken in a manner which results in both rest pauses being combined into one rest period of 20 minutes per day.

PART 5 - LEAVE, STATUTORY HOLIDAYS

5.1 Annual Leave

Annu	al Leave shall be in accordance with the Annual Holidays Act 1944.
	5.2 Statutory Holidays
(1)	The days below listed are the agreed statutory holidays -
	Good Friday,
	Christmas Day
	Anzac Day
	New Years Day
	Australia Day
	Easter Saturday
	Easter Monday
	Queens Birthday
	Boxing Day
	Labour Day
	Union Picnic Day
	Newcastle Show Day
	Or any day gazetted by the State or Federal Government.
(2)	All work done by any employee on the following days shall be paid for at the rate of treble time: -
	Good Friday,
	Christmas Day
	The balance of the days listed shall be paid at the rate of double time and one half.
(3)	For purposes of this provision where the rate of wages is a weekly rate "double time and a-half" shall mean one and one-half days' wages in addition to the prescribed weekly rate, or pro rata if there is more

or less than a day. For purposes of this provision where the rate of wages is a weekly rate "treble" shall mean two days' wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day

- (4) Where agreement is reached between the employer and the employee in writing, the employee may elect to work on a Public Holiday and substitute an alternate day off. Payment for such work shall be at the rate of time and a-half for the time worked with a minimum of four hours, and in addition the employee shall be entitled to a substitute paid day off to be taken as mutually agreed.
- (5) By agreement between the parties another day may be substituted for any of the public holidays nominated in this clause to any day proclaimed in lieu of any of the nominated holidays.
- (6) That a part-time non-casual worker whose normal roster includes a prescribed holiday should either be accorded the holiday on pay or receive the appropriate public holiday rate for work on that day
- (7) Casual workers who are employed on prescribed holidays should be paid at the relevant holiday rate.

(8)

5.3 Sick Leave

- (1) All full-time and part-time Employees will be entitled up to 10 days of sick leave at the commencement of each year of continuous service with the Employer for absences due to personal illness or care for a member of their immediate family or household in accordance with Clause 5.6 (Family Leave).
- (2) The Employee will be entitled to payment of up to 7.6 hours per day, or their normal rostered hours for absences from work on account of illness if all the following conditions are met:-
 - (a) where practicable, the Employee will notify the Employer at least three (3) hours prior to the commencement of their shift; and
 - (b) The employee will be entitled to 2 single days only per year without the requirement to provide a doctors certificate or a statutory declaration. The employer may request a medical certificate or statutory declaration for each absence thereafter. Additionally the employer may request proof from an employee who is absent either immediately before or after a public holiday.
 - (c) The Employee has accrued the necessary personal leave entitlements.
- (3) Sick Leave will not be payable during any period which the Employee is entitled to or is receiving compensation for an injury under the *Workers Compensation Act* 1987.

5.4 Long Service

All employees covered by this Certified Agreement shall be entitled to long service leave on full pay under, subject to and in accordance with the provisions of the *Long Service Leave Act* 1955.

5.5 Bereavement Leave

Shall be inaccordance with the State Award

5.6 Family Leave

Shall be inaccordance with the State Award.

PART 6 - MISCELLANEOUS PROVISIONS

6.1 No Further Claims

It is a term of this Certified Agreement that the Union and the Company undertake for the duration of the Certified Agreement not to pursue any extra claims.

6.2 Ancillary Provisions

- (1) Tools to be Supplied All tools shall be supplied free by the Employer to all employees provided for under this Certified Agreement. All reasonable care shall be taken of the tools by the employee, and he shall return them to a responsible officer when finished with.
- (2) Protective Clothing in Freezers Freezer suits and boots shall be supplied by the Employer for employees working in freezers.
- (3) Gloves -Employees working in cold rooms shall be supplied with gloves and for other uses, were required by the employer.
- (4) Boots Employees to be supplied with one pair of boots, and those to be replaced on a fair, wear and tear basis.
- (5) Supplied The Company shall supply coffee, tea, milk, sugar and hot and cold water.

PART 7 - DELEGATES LEAVE CLAUSE

(1) The employer shall allow the union delegate/s, appointed by the employees on the site and whose name has been forwarded by the union, in writing, to the employer the necessary time during working hours to interview him/her or his/hers representative on matters affecting the employees whom the delegate represents.

The company will allow two delegates up to a maximum of 7 days (paid) each per year to conduct off site union business. The company may allow more delegates or days by mutual agreement between the employer and union. Any delegates leave off-site will be confirmed by letter forwarded by the State Secretary of the NUW.

APPENDIX 1

The following employees will continue to receive their current payments in addition to the wage increases outlined in clause 3.3 Wages: -

A.Bryant

B.Schmitzer

G.Kaiser

SIGNED BY ALL PARTIES TO THIS AGREEMENT

This agreement in certified under the *Industrial Relations Act*, Chapter 6 part 1.

, Commissioner.

Filed on the day of 2003, certified by the Commission and given Register no. CA of 2004 in the Certified Agreements Register.

Dated this day , 2004.

Operative Date:-		
Signed on behalf of F	RIGFREEZE Pty Ltd trading as BIDVEST	ΓNEWCASTLE
		04 / 03 / 04
Name	Signature	Date
	<u> </u>	04 / 03 / 04
Witness	Signature	Date
Signed on behalf of T	HE NATIONAL UNION of WORKERS ((New South Wales Branch)
		09 / 03 / 04
Name	Signature	Date

Signature

Witness

09 / 03 /04

Date