

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/48

TITLE: Carzen Pty Ltd Homebush Bay NSW Enterprise Agreement 2001

I.R.C. NO: 2002/122

DATE APPROVED/COMMENCEMENT: 21 January 2002/1 September 2002

TERM: 30 August 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employes engaged pursuant to the Storemen and Packer General (State) Award

PARTIES: Carzan (Pty) Limited t/as R.M. Smith Food Service & Bidvest Sydney -&- the National Union of Workers, New South Wales Branch



CARZEN PTY LIMITED

TRADING AS

RM SMITH FOODSERVICE

And

BIDVEST SYDNEY

**ENTERPRISE
AGREEMENT 2001.**

E+2

Registered
Enterprise Agreement
Industrial Registrar

1. TITLE

This Agreement shall be known as the "Carzen (Pty) Limited Homebush Bay NSW Enterprise Agreement 2001."

2. ARRANGEMENT

This Agreement is arranged as follows:

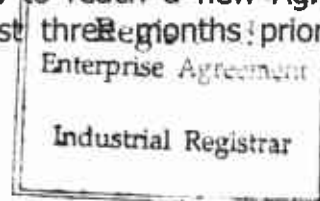
1. Title
2. Arrangement
3. Parties Bound
4. Incident and Duration
5. Relationship to the Parent Award
6. Hours of Work / Span of Hours
7. Casual Employment
8. Wage Rates
9. Current Over-award Payments
10. Meal Allowance
11. Freezer Allowance
12. Excess Hours
13. Key Performance Indicators
14. Protective Clothing
15. Disputes Procedure
16. Redundancy

3. PARTIES BOUND

This Agreement shall be binding on Carzen (Pty) Limited and the National Union of Workers, New South Wales Branch, its officers, servants and employees.

4. INCIDENT AND DURATION

1. This Agreement shall take effect from the 1 September 2001 and shall remain in force until 30 August 2003.
2. All parties agree that during the life of the Agreement, no party will raise any further claims.
3. The parties are committed to negotiations to reach a new Agreement. Such negotiations shall commence at least ~~three~~ ^{three} months prior to the expiry of this Agreement.



- 4) The Agreement shall apply to all employees employed pursuant to the Storemen and Packer General (State) Award at the Company's premises at 5/7 Hill Road Homebush Bay, NSW 2141.

5. RELATIONSHIP TO THE PARENT AWARD

This Agreement shall be read and wholly interpreted in conjunction with the Storemen and Packers general (State) Award. Where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

6. HOURS OF WORK / SPAN OF HOURS

The ordinary hours of work will be 38 hours per week as defined in the Parent Award.

DAY SHIFT: Monday to Friday between the hours of 6:00am and 6:00pm.

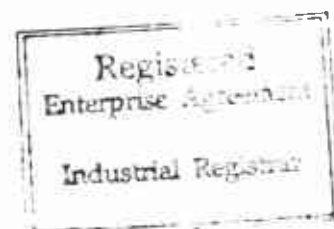
All other categories of hours and allowances associated with this clause shall be as read in the Parent Award.

7. CASUAL EMPLOYMENT

The company will endeavour too maintain casual employment at no more than fifteen percent of warehouse employees. Employment status will be reconsidered after a casual person has been employed for three months continuous service.

8. WAGE RATES

- 1) A wage increase of ten percent (10 %) shall apply from the date of acceptance by a vote of employees (First September 2001) covered by this Agreement.
- 2) A further wage increase of three percent (3%) shall apply from the First of January 2002 conditional on KPI 2) being achieved (achievement to be based on report prepared 15 October 2001 and based on a 50% improvement). If not achieved, KPI 2) will be reviewed on the First of each following month.



Wages from acceptance / registration inclusive of 10%

Grade 1	\$483:62
Grade 2	\$500:17
Grade 3	\$506:55
Grade 4	\$527:23
Grade 5	\$541:42

Wages on achievement of KPI 2) from 1st January 2002 inclusive of 3%

Grade 1	\$498:12
Grade 2	\$515:18
Grade 3	\$521:75
Grade 4	\$543:05
Grade 5	\$557:66

9. Current Over-award Payment

A number of warehouse staff have received an over-award payment for quite some time. Six staff receive \$64.48 per week and one receives \$32.24 per week. This payment will be discontinued and will be offset by the 10% wage increase and other wage increases over time.

10. MEAL ALLOWANCE

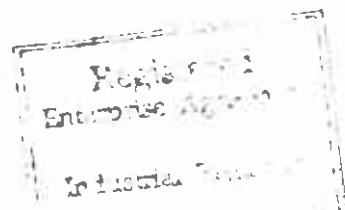
A meal allowance will be in accordance with any movement of the meal allowance prescribed at item 15 Table 2- Other Rates and Allowances of Part B of the Storeman and Packers General (State) Award.

11. FREEZER ALLOWANCE

An allowance of \$17:50 per week or \$3:50 per day. Chiller Allowance \$12:50 per week or \$2:50 per day. An employee who works two hours on any given day on a continuous basis (continuous meaning works in a cold area full time) will Be paid the applicable daily rate. The minimum rate payable is one hour, which will be paid as fifty percent of daily rate.

12. EXCESS Hours

Permanent staff will work forty hours per week and be reimbursed the accrued value above thirty-eight hours per week at the first pay week in December each year. The payment will be calculated at 50 % of ordinary pay rate and 50 % at time and one half.



13. KEY PERFORMANCE INDICATORS

All warehouse staff are to commit to an improvement in;

- 1) Measured picking quantities,
- 2) Efficient and accurate picking,
- 3) Hygienic work practices,
- 4) Maintaining a safe working environment,
- 5) A general attitude towards an increase in productivity.

These improvements need to be maintained by individual employees and will be subject to normal disciplinary procedures after consultation and training where necessary.

14. PROTECTIVE CLOTHING

Employees who work in the freezer or chiller will be supplied suitable protective clothing. Freezer suits will be cleaned regularly; a spare suit will be supplied while cleaning takes place.

15. REDUNDANCY

Leave is reserved for the parties to negotiate a redundancy package during the life of this agreement. Should there be need for redundancies, the company commits to negotiate prior redundancies occurring.

16. DISPUTES PROCEDURE

Refer to clause 5 Storemen and Packers General (State) Award.

**SIGNED FOR AND ON BEHALF OF
CARZEN (PTY) LIMITED**

Name: _____

[Handwritten signature]

Witness: _____

[Handwritten signature] JENNIFER LORD, J.P.

**SIGNED FOR AND ON BEHALF OF
THE NATIONAL UNION OF WORKERS NSW BRANCH**

Name: _____

Derrick Belan

Witness: _____

[Handwritten signature] JENNIFER LORD, J.P.

