

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/138

TITLE: Franklins Limited Ingleburn Warehouse Enterprise Agreement 1998

L.R.C. NO: 99/1329.

DATE APPROVED/COMMENCEMENT: Approved 9 April 1999 and commenced 8 December 1998.

TERM: 1 September 2000

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/151.

GAZETTAL REFERENCE:

DATE TERMINATED:

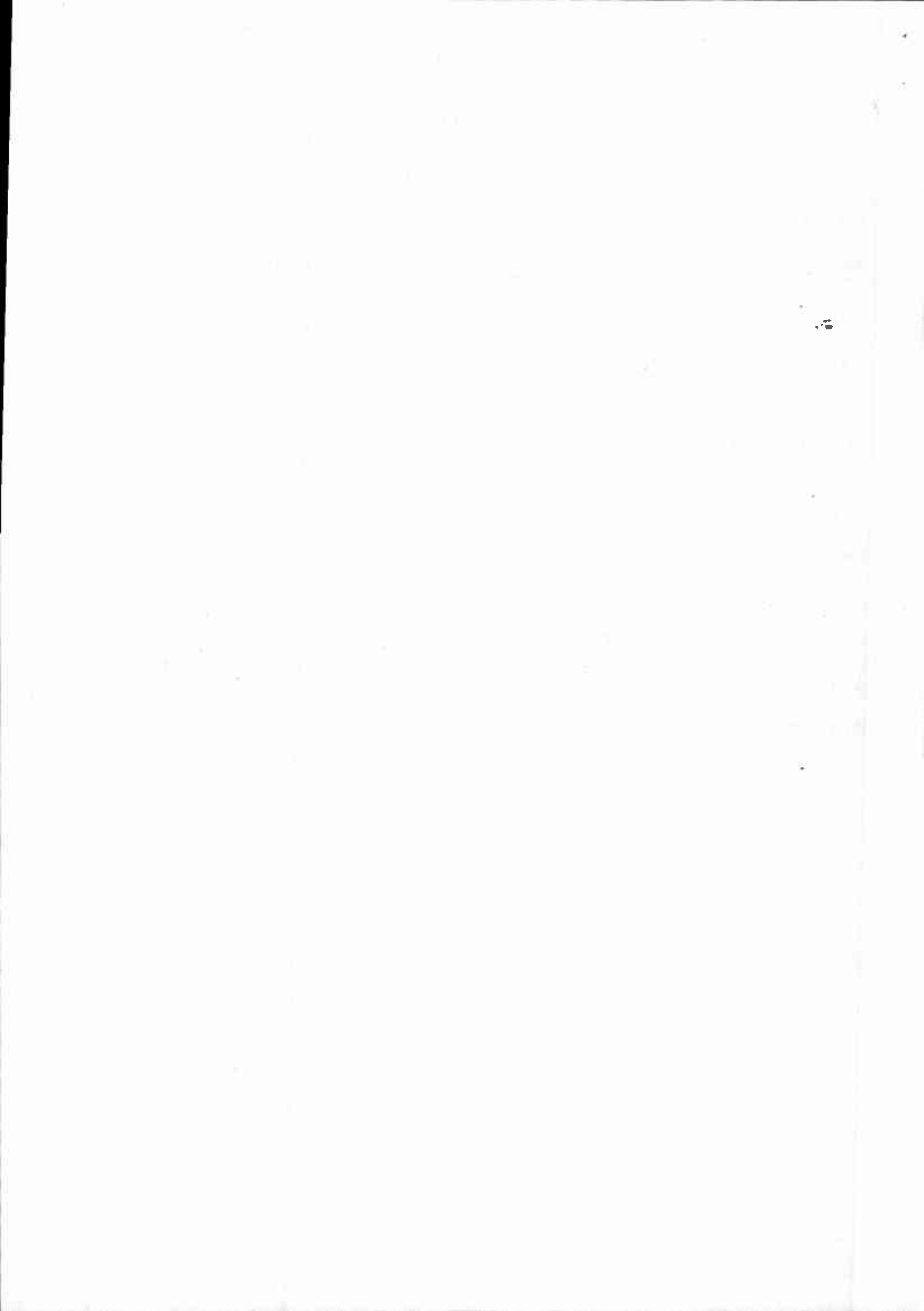
NUMBER OF PAGES: 28.

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to warehouse employees who were previously engaged under the terms and conditions of the Storeman and Packers, General (State) Award.

PARTIES: Franklins Limited -&- National Union of Workers, New South Wales Branch.







Ingleburn Distribution Centre



Enterprise Agreement

1998



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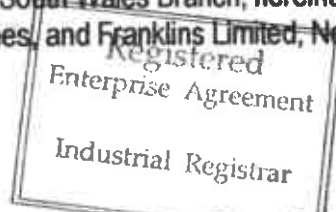


1. STATUS

This document shall be known as the Franklins Limited Ingleburn Warehouse Enterprise Agreement 1998, hereinafter called the Agreement, and shall determine the terms and conditions of employment at the Ingleburn warehouse until such time as another Agreement is made between the parties by mutual consent and shall incorporate the Redundancy Agreement, Schedule A, attached hereto. This Agreement shall prevail over the Storeman and Packers, General (State) Award, to the extent of any inconsistency.

2. PARTIES:

The parties to the Agreement shall be the National Union of Workers, New South Wales Branch, hereinafter called the union, the warehouse employees, hereinafter called the employees, and Franklins Limited, New South Wales, hereinafter called the employer.



3. LIFE OF AGREEMENT

The Agreement shall commence on the date on which the Industrial Relations Commission of New South Wales, hereinafter called the commission, approves the Agreement and shall commence on 8 December, 1998 and continue until 1 September, 2000. Negotiations for a replacement Agreement shall commence within three months of the nominal ending date of this Agreement.

4. PREAMBLE

By the making of this Agreement the employer, the union and the employees seek mutual benefits in which no party shall be disadvantaged and by an improvement in productivity and efficiency employment may become more secure.

Furthermore the parties have reached agreement by consent and no duress was suffered by any of the parties.

5. AGREEMENT TO BE REGISTERED

The Agreement shall be registered in the commission as an Enterprise Agreement between Franklins Limited and the National Union of Workers, New South Wales Branch, to cover the Ingleburn site.

6. ORDINARY HOURS MAY BE WORKED

- a) The ordinary hours work shall not exceed an average of 36 hours per week, such average hours per week being calculated over an employee's two week cycle with a maximum of five shifts of eight hours to be worked in any one week between 11.00pm Sunday and midnight Saturday.
- b) Ordinary hours shall be worked continuously except for a 30 minute lunch break which shall not be counted as time worked except when an employee is engaged on an afternoon shift or night shift in which case the employee shall be given a paid 30 minute crib break.
- c) Ordinary hours may be worked:
Monday to Saturday

- d) Spread of Ordinary Hours:
- i. Day Shift 6.00am to 6.00pm Monday to Saturday
 - ii. Afternoon Shift 3.00pm to Midnight Monday to Saturday
 - iii. Night Shift 11.00pm to 7.00am Monday to Saturday but the Monday shift may commence at 11.00pm on the Sunday night.
- e) For the purpose of this clause "Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight and "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

7. LOADINGS AND PENALTY RATES

- a) Saturday - for working on ordinary time a 60% loading in addition to the ordinary rate for all time worked in the spread of hours. No existing employee at the time of the making of the Agreement shall be forced to work ordinary hours on Saturday.
- b) Sunday - all work on a Sunday shall be paid at double time the ordinary rate except when night shift commences work at 11.00pm Sunday to midnight shall be paid at the same rate as applies for the Monday midnight shift.
- c) Afternoon shift - for working on ordinary time within the spread of hours a 17.5% loading in addition to the ordinary rate for the shift except for work on Saturdays when the Saturday rate as in subclause (a) above shall be added to the shift loading for that day so that the rate for ordinary hours on afternoon shift on a Saturday shall be 177.5%.
- d) Night shift - for working on ordinary time within the spread of hours a 27.5% loading in addition to the ordinary rate for the shift except for work on Saturdays when the Saturday rate as a subclause (a) above shall be added to the shift loading for that day so that the rate for working ordinary hours on night shift on a Saturday shall be 187.5%.
- e) Shift work allowances shall not be decreased by virtue of an employee's absence from work on account of a public holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service.
- f) Apart from the above changes, overtime work would remain at the same rate as applies at present.

8. MAXIMUM HOURS ON ORDINARY TIME

- a) The maximum hours an employee may work on any one day without the payment of overtime shall be 9 provided no existing full-time employee at the time of the making of the Agreement shall be forced to work more than 8 hours on ordinary time without the payment of overtime.
- b) No existing full-time employee at the time of making of the Agreement shall be forced to change his/her roster to work more than a 9 day fortnight or to work more than 8 hours on ordinary hours without the payment of overtime.



- c) Notwithstanding subclauses (a) and (b) above an existing full-time employee at the time of making of the Agreement can freely elect to change his/her roster in accordance with the Agreement provided the employer also agrees.



9. FOUR DAY WEEK

- a) The employer may elect to introduce a four (4) day week provided no employee shall work more than 36 hours in any one week without the payment of overtime.
- b) No existing employee at the time of the making of the Agreement shall be forced to change his/her roster which applied prior to the making of the Agreement to work a four day week.

10. NEW EMPLOYEE

- a) A new employee, but not a casual employee, engaged by the employer shall be subject to a 12 weeks probationary period from the date of commencement.
- b) An employee as in subclause (a) above shall be advised of the probationary period at the time of engagement.
- c) A new employee who continues to remain employed beyond the 12 weeks probationary period shall be regarded as a permanent employee and the date of commencement of the probationary period shall be the date from which all entitlements under this Agreement shall be calculated.
- d) An employee in the probationary period shall be treated in the same matter as a permanent employee and shall be subject to the disciplinary procedure as would a permanent employee subject to subclause(e) below.
- e) Prior to becoming a permanent employee, but during the probationary period, a new employee shall have demonstrated an ability to satisfactorily achieve the employer's requirements for quality, attendance, attitude and performance.
- f) An employee in the probationary period may be dismissed if he/she is found to be seriously misconducting or fails to accept warnings or cautions issued to him/her on the employer's requirements whilst at work.

11. CASUAL EMPLOYEES

- a) Casual employees to be engaged as required to meet the needs of the business.
- b) A casual employee shall not be engaged for less than 4 hours on any one start nor more than the maximum ordinary hours on any one day and not more than 36 hours in any one week whilst on ordinary time.
- c) A casual employee whilst engaged shall be subject to the same conditions of employment as is a full-time employee except:
- i. a casual employee shall receive the casual loading in addition to the appropriate rate for all time worked Monday to Saturday whilst on ordinary hours;

- ii. a casual employee shall be deemed to have terminated at the conclusion of his/her shift and may be engaged on another shift, provided he/she has had the necessary break shifts, and his/her statutory entitlements shall be preserved; and
 - iii. Sunday rates shall be the casual loading in addition to the Sunday penalty.
- d) The employer shall be entitled to replace those employees on workers compensation and suitable duties with casual employees prior to engaging further casual employees up to 20% of all storemen and packers employed in the warehouse.
- e) In addition to subclause (d) above, the employer shall be entitled to engage casual employees to replace those employees absent from work on paid or unpaid sick leave on a Monday and Friday and also on any day immediately before, or immediately after, a public holiday.
- f) In addition to subclauses (d) and (e) above, the employer may engage up to a further 10% of casual employees during the following periods:
- i. November and December inclusive; and
 - ii. four weeks prior to and four weeks after Easter Sunday; and
 - iii. one block of four weeks at a time to be nominated between July and September inclusive to coincide with a major promotion; and
 - iv. the nominated period must be advised to the site union delegate for day and afternoon shift with not less than fourteen days notice.
- g) The employer shall also be entitled to engage casual employees without restrictions for a total of fifteen days in a calendar year.
- h) If, in the period outside of that defined at subclause (f) above, the employer's business is adversely affected for any reason and the engagement of additional casual employees beyond that provided for at subclauses (d) and (e) above would remove or substantially remove the adverse affects to the employer's business, then:
- i. the employer shall notify the union delegate for each shift of the situation; and
 - ii. the employer and the said delegates shall meet in an attempt to reach agreement to overcome the employer's difficulty at the earliest opportunity, and
 - iii. the said delegates shall not be unreasonable in any attempt to reach agreement with the employer.
- i) For purposes of this clause the casual loading shall be 15% for all time worked.

12. PART-TIME EMPLOYEES

- a) The employer may engage permanent part-time employees to assist the efficient operation of the warehouse.

- b) A part-time employee shall be engaged for not less than 18 hours nor for more than 32 hours in any one week on ordinary time as defined in the Agreement.
- c) A part-time employee shall receive the same benefits as a full-time employee except that all work related entitlements shall be proportionate to the number of hours for which the employee is engaged divided by 36.
- d) A part-time employee shall upon engagement be given a roster setting out the days on which the employee is required for work and the starting and finishing time for each day so required.
- e) A part-time employee shall not be engaged for less than 4 hours at any one start.
- f) The employer may change a part-time employee's roster by mutual consent with the employee or by giving the employee 7 days notice in writing.
- g) A part-time employee shall be paid at the appropriate overtime rate if the employee is requested to work prior to or beyond his/her normal starting or finishing time.
- h) A part-time employee normally rostered to work on a day on which a public holiday falls shall be entitled to be paid for that day, without attending to work, as if he/she had worked his/her normal rostered hours.
- i) The employer shall not change a part-time employee's roster so as to avoid any entitlement which would have accrued to the employee in the Agreement but for the change of roster.
- j) Nothing in this clause prevents the employer changing the status of a permanent part-time employee to a full-time employee with the agreement of the employee provided the terms and conditions of a full-time employee apply.
- k) A part-time employee shall not lose any entitlements standing in his/her name when transferring to a full-time employee.
- l) The employer may transfer a part-time employee to a full-time status for a period not less than 10 consecutive weeks in any one year provided the employee agrees to such transfer and provided further the employee is given in writing the period for which such transfer shall occur.
- m) A part-time employee who agrees to become a full-time employee for a temporary period shall return to permanent part-time employment at the end of such period subject to the rights of the employer to terminate in the event of misconduct.
- n) A part-time employee who agrees to become a full-time employee for a temporary period shall be entitled to the same terms and conditions of a full-time employee within the same classification whilst engaged as a full-time employee.
- o) The employer shall give preference to an existing full-time employee who wishes to become a part-time employee.



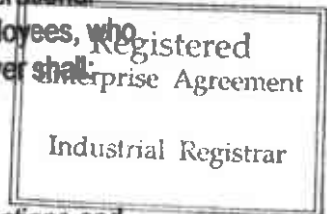
- p) A full-time employee who becomes a part-time employee in line with subclause (o) above shall have all accrued entitlements preserved at the full amount at the time of the move from full-time to part-time and thereafter shall have all future entitlements calculated pro-rata in accordance with the number of hours the employee is engaged.
- q) The employer shall not engage more than 10% of the employees as part-time employees in the warehouse subject to subclause (r) below.
- r) In the event the employer genuinely believes that the operational requirements are being affected due to insufficient part-time employees, he shall be entitled to lift the ceiling from 10% to 25% of all warehouse employees provided the employer:
- i. notifies the union of the operational difficulty; and
 - ii. shall enter into negotiations with the union to obtain the union's agreement to lift the ceiling as in (r) above; and
 - iii. upon reaching agreement with the union engage further part-time employees; and
 - iv. the union shall not be unreasonable in attempting to reach agreement with the employer.
- s) The onus shall be upon the employer to demonstrate that the ceiling on the engagement of part-time employees needs to be lifted to meet the operational requirements.
- t) If the employer and the union are unable to agree on the need to lift the ceiling on the number of part-time employees and the employer believes he has a genuine case the matter may be referred to the commission to determine the matter in line with the requirements of this clause.
- u) For purposes of the part-time clause all reference to part-time employees shall be read to mean and shall mean permanent part-time employees.

13. SHORT-TERM (TEMPORARY) EMPLOYEES

- a) The employer may engage short-term employees to assist in the running of the business.
- b) Short-term employees shall be entitled to the same conditions as would apply to a permanent employee, except for those matters mentioned in this clause, within the same classification and status.
- c) A short-term employee shall be engaged for not less than four (4) weeks nor more than seventeen (17) weeks at any one engagement and, subject to subclause (j) below, be engaged as if he/she was a full-time employee.
- d) A short-term employee shall be notified at the time of engagement for what period of time he/she is being employed.
- e) At the end of the period of engagement the employee shall terminate and he/she shall not be entitled to a further notice period.



- f) A short-term employee shall not be subject to a probationary period.
- g) A short-term employee shall be subject to the disciplinary procedures of this Agreement and may be terminated during his/her engagement for serious misconduct.
- h) Should the employer not require the short-term employee to complete the period of engagement for which he/she was employed, and the said employee has not misconducted justifying dismissal, then the employer shall pay to the employee the balance of the period for which he/she is not required to complete.
- i) For purposes of this clause, a short-term employee shall only be engaged during heavy trading periods such as Easter and Christmas (November to February to cover the popular annual leave period), school holidays and stock promotions which extend beyond four (4) weeks.
- j) Notwithstanding anything else written in this clause, should the employer's operational requirements be such that there is a need to engage short-term part-time employees, who shall be subject to the conditions applying to a part-time employee, the employer shall:
 - i. advise the employees' representatives of such need;
 - ii. the employer and the employees' representatives shall enter into negotiations and objectively discuss the employer's reasons;
 - iii. the employees' representative shall not unreasonably refuse to agree to the employer's request for short-term part-time employees;
 - iv. for purposes of this subclause the employees' representative shall mean the recognised union delegate/s and or the union organiser allocated to the warehouse.



14. NEW TECHNOLOGY

- a) An employee shall not unreasonably refuse to adopt new procedures, systems and processes which are part of the expansion and restructuring undertaken by the employer.
- b) An employee shall be required to adopt the kronos system to signify starting and finishing time of work.
- c) The employer shall consult employees at the time of new technology, other than that technology for which there is already agreement (or aspects of that agreed technology or technology which is in the process of being implemented) is about to be introduced.

15. INTRODUCTION OF CHANGE

- a) Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, the employer shall notify the employees affected and the union about the proposed changes.

- b) The employer shall discuss with the employees affected, the introduction of the changes referred to in subclause (a), the effects that the changes are likely to have and take measures to avert or mitigate the effects of such changes on the employees. The employer shall give consideration to matters raised by the employees in relation to the changes.

16. CLASSIFICATIONS

- a) The following grade shall constitute the various levels of skills to be recognised;

GRADE	DESCRIPTION	REQUIREMENTS
1	a. Storeperson or b. Trainee fork lift driver or c. Office staff/VDU operator	Consistently achieves satisfactory performances Trainee fork lift driver to receive allowance whilst in training.
2	Fork lift driver	As above
3	a. Leading hand or b. Stock controller	Responsible for the general direction of up to 10 staff.

- b) Grade 1 shall mean an employee who receives goods and/or stores goods and/or picks goods and/or assembles orders and/or stacks goods or orders and/or despatches goods or orders and/or loads and unloads vehicles (including railway trucks) and/or packs and unpacks bulk containers and/or carries out necessary paper work relative to such work and in the course of his/her work may be required to operate any mechanical, electrical or other power driven equipment.
- c) An employee operating a fork lift shall mean a Grade 2 who is principally engaged in driving a fork lift truck and who holds for that purpose a certificate of competency under Section 17 of the Construction Safety Act 1912, as amended.
- d) An employee being paid at a particular grade may be asked to perform at any level up to and including his/her grade.

17. ALLOWANCES

Allowances shall be paid for the life of the Agreement as follows:

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	8 December 1998	8 December 1999
First Aid	\$13.50 per week	\$13.90 per week
Trainer (only whilst engaged on training)	\$20.80 per week	\$21.40 per week

Dirt money (Dirty Work - an employee engaged in the physical handling, sorting and attempted recovery of broken and damaged stock, or other dirty work as agreed between the parties, shall be paid a dirty work allowance for each hour the employee works in such an area). 43c per hour

	<u>8 December 1998</u>	<u>8 December 1999</u>
Fork lift driver using Radio Frequency	\$6.50 per week	\$6.60 per week
Meal Allowance	\$7.80	\$8.00

18. WAGES

All wage increases expressed as percentages shall be calculated on the rate of pay which applied immediately prior to the date of their application.



- a) There shall be a wage increase to be paid for all purposes of the Agreement. Wages for each grade includes a \$3.50 consideration for a dress/and or uniform allowance. Wages shall be paid as follows:
 - i. Upon the Agreement being registered by the commission there shall be a wage increase of 4% from 8 December 1998 and an additional 3% from 8 December 1999.
- b) Based upon the wage increases as applied at subclause (a) above, the weekly wage for each grade is as follows:

GRADE	WEEKLY WAGE		
	PRE-AGREEMENT	8 DECEMBER 1998	8 DECEMBER 1999
1	\$587.93	\$611.45	\$629.79
2	\$601.40	\$625.46	\$644.22
3	\$644.90	\$670.70	\$690.82

- c) The wage rate to apply as at subclause (b) above shall be unique and restricted to the Ingleburn warehouse. No other area of the employer's warehouse and distribution locations shall have claim nor access to the full percentage wage increase granted under this Agreement.

19. SETTLEMENT OF DISPUTES PROCEDURE

- a) Upon a dispute, question or difficulty ('a grievance') arising out of employment, the employee(s) concerned or a union delegate on the employee's behalf, shall notify the team leader responsible for the area of the warehouse where the grievance has arisen.
- b) At all stages of this procedure, an employee is entitled to be represented in discussions by a union delegate, if the employee so elects.
- c) The team leader shall attempt to resolve the grievance with the employee and if the employee is represented by a union delegate, with the delegate, within 24 hours of the grievance being raised.
- d) If the grievance cannot be resolved at this level, the warehouse operations manager and the union organiser shall be notified and they will attempt together to resolve the grievance within 48 hours of the grievance first raised.

- e) If the warehouse operations manager and the union organiser are unable to resolve the grievance within 48 hours of the grievance being raised, the grievance shall be referred to the distribution centre manager and to the union secretary and they will together attempt to resolve the grievance without unreasonable delay.
- f) If the grievance is not resolved, either party may notify the grievance to the Industrial Relations Commission of New South Wales for resolution.
- g) While these procedures are being followed the status quo shall remain. "Status quo" means the situation existing immediately prior to the grievance arising. This will not apply in cases where questions of safety arise, (in which case the parties are to agree on what should occur while the disputes procedure is followed), or in cases where employees dispute the company's dismissal of another employee.
- h) While these procedures are being followed normal work shall continue without any stoppage.
- i) It is the aim of these procedures to ensure that grievances are resolved at the point where they arise and that all reasonable attempts are made to resolve such grievances as quickly as possible before the grievance is referred to the next stage of the process. No party shall at any stage unreasonably delay attempts to resolve the grievance.

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20. DEFINITION OF WORK PERFORMANCE AND EFFICIENCY

Clauses 20 and 21 shall be read to be related in their application to each other and refer to the introduction, application, implementation and absorption of engineered standards.

- a) The employer shall in co-operation with and in conjunction with the employees and the union actively pursue a new method by which the performance and the efficiency of work is measured in the warehouse operated by the employer.
- b) The new measure of efficiency and performance of work (hereinafter called work standards) shall become the benchmark by which the warehouse operated by the employer shall be deemed and be seen to be deemed to be operating at an accepted level of productivity.
- c) Each definable work task within the warehouse operated by the employer shall be subject to a work standards evaluation.
- d) Work standards shall be geared to improving the efficiency and productivity in the warehouse operated by the employer by eliminating unnecessary time wastage in the performance of work and by the adoption of established industrial engineered methodology as applied in warehousing and distribution.
- e) No measurement of efficiency and performance of work shall be developed and implemented without regard to the obligation each of the parties have in respect to the Occupational Health and Safety requirements and the National Standard for Manual Handling and the National Code of Practice for Manual Handling.
- f) No employee shall be treated unfairly in his/her employment, nor shall an employee be dismissed, for mere fact of not achieving the work standards allocated to the work task performed by the employee.

21. OBJECTIVE

The parties commit to improve the work relationship between all employees; to enhance the work conditions of all employees and improve the methods and manner by which work is performed.



- a) The parties shall co-operate in the introduction and implementation of the new warehouse management system.
- b) The parties shall engage in the process of training and education, to be provided by the employer, and to assist employees to fully understand the requirements of work standards.
- c) The parties shall co-operate in the gathering of all relevant data and information to assist in the development of work standards.
- d) The parties shall co-operatively work to implement work standards and shall provide all reasonable assistance to an employee experiencing difficulty with work standards.
- e) No party or employee shall be unreasonable in refusing to participate in the education, training development and implementation of work standards and the new warehouse management system.
- f) The employer shall establish machinery to monitor and regulate the implementation of the work standards to ensure health and safety considerations are observed and followed.

22. PAYMENT OF WAGES

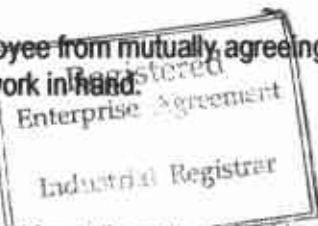
- a) Wages shall be paid weekly by Electronic Funds Transfer, hereinafter referred to as EFT.
- b) Wages shall be paid on Wednesday in every week and shall reflect all time worked in the previous week from Monday to Sunday inclusive.
- c) All bank and government charges associated with the payment of wages by EFT shall be borne by the employer.
- d) The employer shall where possible install bank vending machines to facilitate the withdrawal of wages for each employee.
- e) An employee wishing to withdraw wages from a bank vending machine installed at a warehouse shall do so in non-work time.

23. CHANGING ROSTERS

- a) The employer shall not change an employee's starting or finishing time unless the employee mutually agrees or in the absence of mutual agreement by the giving of seven (7) day's notice.
- b) The employer shall not change a roster merely to avoid payment of a public holiday which the employee would have received but for the roster change.

24. MEAL BREAK

- a) An employee shall be granted not less than thirty minutes nor more than one hour between the hours of 11.00am and 2.00pm for a meal break.
- b) The employer shall fix the time for the taking of the meal break but once having been fixed shall not be altered without seven days notice.
- c) An employee required to work overtime of more than two hours shall be granted a tea break of not less than thirty minutes between 5.00pm and 6.30pm.
- d) An employee required to work on a Saturday as overtime, Sunday or public holiday other than as provided in subclause (e) below, shall be allowed a paid crib break of twenty minutes for each completed five hours worked; the said five hours to be calculated from the time of each commencement of work.
- e) An employee required to work for a period of eight hours between the hours of 6.00am and 6.00pm on a Saturday, Sunday or public holiday may be allowed the usual week day meal break and, in that case, the provisions of subclause (d) of this clause, shall not apply.
- f) Nothing in the clause shall prevent the employer and an employee from mutually agreeing to any variation of this clause to meet the circumstances of the work in hand.



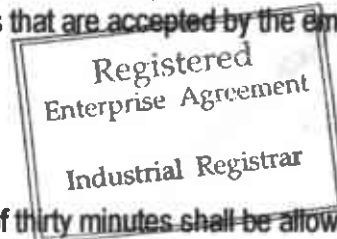
25. MEAL BREAK RATES OF PAY

- a) An employee who works during his/her meal break shall be paid for at the rate of double time, provided that his/her rate shall not apply to the tea hour if work ceases within one hour after the employee's finishing time.
- b) An employee who works any portion of his/her meal time shall be paid if the period is less than thirty minutes for thirty minutes and if over thirty minutes for the full meal time.

26. MEAL ALLOWANCE

- a) An employee who works overtime on any normal working day beyond one hour after the normal ceasing time, shall be paid on such day a meal allowance as referred to in clause 17.
- b) Payment of the meal allowance shall be paid at the same time as the weekly wage.
- c) An employee who is notified of the need to work overtime and then is not called upon to work the overtime shall be paid a meal allowance.
- d) Where an employee on afternoon or night shift works overtime for more than one hour prior to the normal commencing time of his/her shift, the employee shall be paid a meal allowance.
- e) A dayshift employee who works overtime prior to 6.00am on any day shall be paid a meal allowance.

- f) Should an employee undertake to work overtime nominated by the employer and then fail to work the full period of overtime so nominated he/she shall forfeit from any money owing to him the amount of the meal allowance provided:
- i. the above subclause will not apply to an employee on day shift who is no more than ten (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 the employer as bona fide.



27. CRIB TIME

Where an employee is required to work beyond 9.00pm a break of thirty minutes shall be allowed from 8.30pm and such time shall be counted as time worked.

28. FIRST AID

- a) The employer shall provide a properly equipped first aid room with a fully maintained first aid kit.
- b) A qualified first aid personnel shall be available at all time work is being performed.
- c) An employee who is a qualified first aid attendant and who is appointed to carry out the duties of the qualified first aid attendant shall be paid the first aid allowance, as referred to in clause 17, in addition to his/her appropriate rate.
- d) In the absence of the regular first aid personnel, the employer shall appoint a qualified relief to act as the first aid attendant until such time as the regular first aid attendant returns to work.
- e) An employee appointed to act as the first aid attendant as in subclause (d) above shall be paid a proportionate amount of the allowance for each hour the employee performs the duty.
- f) The first aid allowance shall be paid for all purposes of the Agreement.

29. MIXED FUNCTIONS

- a) An employee engaged for two hours or more per day or ten hours or more per week on work for which a higher rate of pay is provided for in the Agreement shall receive the higher rate of pay for the whole day or the whole week as the case may be, whilst so engaged.
- b) If an employee is engaged for less than two hours on any one day on work for which a higher rate is to be paid then the employee shall be paid the higher rate for all time so worked.
- c) No employee shall suffer a reduction in wages if temporarily engaged on work other than that on which he/she is regularly employed and for which a lower rate of pay is provided for.

30. OVERTIME

- a) Overtime shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.

- b) An employee required to start work before his/her normal starting time or finish work after his/her normal finish time shall be paid at the overtime rate of all time worked before or after the normal starting and finishing time.
- c) An employee required to work on average more than 36 hours in any one weeks or more than 72 hours when averaged over two weeks shall be paid at the overtime rate for all such hours worked.
- d) An employee required to work overtime on a Saturday shall be paid for not less than 4 hours of work whether the employee completes such hours or not, except if the employee elects not to complete the 4 hours of work in which case only the time worked shall be paid.
- e) An employee on either afternoon shift or midnight shift and who is required to work overtime shall be paid in accordance with subclause (a) above and shall not receive the respective shift loading in addition to the overtime rate.
- f) The employer may require an employee to work reasonable overtime to meet the needs of the business.



31. BREAK FROM WORK

- a) No employee shall be required to commence work unless he/she has had a break of 10 hours from when the employee last finished work.
- b) An employee (other than a casual employee) who has not had 10 hours break from the finish of work and before the commencement of work at his/her next start shall not be required to commence work until he/she had had ten consecutive hours off work without any loss of pay for ordinary work time occurring during such absence.
- c) If on the direction of the employer an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rate until he/she is released from duty for such period and the employee shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary work time occurring during such absence.
- d) This clause shall not apply in respect to overtime worked on Saturday and/or Sunday.

32. PUBLIC HOLIDAYS

- a) The following public holidays, or the day upon which a public holiday falls, shall be observed and shall be granted to all weekly employees without deduction from the weekly pay, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, the last Friday in August, Queen's Birthday, Eight hour Day, Christmas Day and Boxing Day together with all other statutory and/or gazetted public holidays for the State.

- b) The last Friday in August is not to be considered a closed day for the industry but with mutual agreement between employer and employee either;
- i. one extra day's pay
 - or
 - ii. one day added to annual leave
 - or
 - iii. one day in lieu be granted
- c) For time worked on any holiday, other than Christmas Day and Good Friday double ordinary rates shall be paid in addition to the weekly wages with a minimum of four hours. For time worked on Christmas Day and Good Friday treble ordinary rates shall be paid in addition to the weekly wages with a minimum of four hours.
- d) Where an employee who is entitled to a leisure day and such leisure day falls on a public holiday as in subclause (a) above, shall be entitled to one substitute day.



Provided that the day to be taken as a substitute leisure day shall be determined by the employer and shall be granted on the same day of the week as the leisure day originally fell, within a period of 4 weeks prior or 4 weeks subsequent to the public holiday occurring.

- e) Where shifts commence between 11.00pm and midnight on a Sunday or on a public holiday the time so worked before midnight shall not entitle the employee to the Sunday or public holiday rate, provided the time worked by the employee on a shift commencing between 11.00pm and midnight on the day preceding the public holiday and extending into the public holiday shall be regarded as time worked on such public holiday.
- f) Where half or more than half of a shift falls on a public holiday that shift shall be regarded as the public holiday shift and if less than half a shift falls on a public holiday it shall be paid at the rate which was appropriate when the shift commenced.
- g) An employee working a regular Tuesday to Saturday roster on ordinary hours shall be entitled to the benefits of a public holiday should the public holiday fall on a Monday. The employee may elect to exercise the benefit as in subclause (b) above.

33. SUNDAY WORK

Work performed on a Sunday shall be paid for at the rate of double time with a minimum of four hours. Provided that if an employee attends work on a Sunday with the intention to work more than four hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

34. ANNUAL LEAVE

- a) Annual Leave shall be in accordance with the Annual Holiday Act, 1944, as amended.
- b) An employee at the time of his/her entering upon a period of annual leave, in accordance with the said Annual Holdings Act, shall be paid a loading of 25% of the annual leave payment in addition to the annual leave payment.

- c) The loading prescribed herein shall be paid on termination of employment when the annual leave which has become due to the employee is outstanding at the time of termination.
- d) The provisions of subclause (c) above shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

35. SICK LEAVE

- a) An employee, but not a casual employee, who is unable to attend for duty during his/her ordinary hours of work on account of personal illness or incapacity, including incapacity resulting from injury within the Worker's Compensation Act, 1926 as amended, shall be entitled to be paid at ordinary time rates of pay for such absence from work.
- b) An employee who suffers an illness or incapacity on account of his/her own serious and wilful misconduct shall not be entitled to paid sick leave.
- c) An employee in his/her first three months of employment shall not be entitled to paid sick leave but if such an employee continues employment beyond three months the employee may claim payment for any sick leave which the employee took in the first three months.
- d) For the purposes of this clause paid sick leave entitlement shall be as follows:

In an employee's first year of service:-

one week and one day or 44 hours

In an employee's second year and up to his/her fourth year of service:-

one week and three days or 60 hours

In the fifth year and each year thereafter:-

two weeks or 72 hours

- f) Sick leave entitlements shall be cumulative from year to year and an employee shall not be retired on the grounds of ill-health until the employee's unused sick leave has been exhausted or the unused sick leave entitlement is paid to the employee on termination.
- g) Upon becoming ill or incapacitated the employee shall notify the employer within 24 hours of his/her inability to attend for work and shall:
 - i. state, as far as possible, the nature of the illness or injury; and
 - ii. the estimated duration of absence from work on account of the illness or injury; and
 - iii. upon his/her return to work provide to the employer's satisfaction evidence of his/her illness or injury for which the employee seeks paid sick leave.
- h) If the employer does not accept the employee's evidence of illness or injury, the matter may be referred to the commission for determination.

Registered
Enterprise Agreement
Industrial Registrar

- i) Notwithstanding subclause (g) paragraph iii. above, an employee shall be entitled to separate single days absence on account of illness or injury without providing evidence to the employer. However, if the employer has reasonable grounds to suspect an employee is not genuine in claiming the sick leave, the matter may be investigated with the union.
- j) An employee shall not be entitled to paid sick leave if the illness or injury occurs during the employee's rostered leisure day off work.
- k) An employee who is absent from work, on account of illness or injury, on the day immediately before, or the day immediately after, a public holiday or the rostered leisure day off work shall be required to produce a medical certificate from a duly qualified medical practitioner, to the satisfaction of the employer, before the employee receives payment for such absence.
- l) For the purpose of this clause continuous service shall not be broken by:
 - i. any authorised leave granted to the employee; or
 - ii. any sick leave for which the employee has satisfactorily provided evidence to the employer; but
 - iii. any time lost on account of paragraphs i and ii above shall not be taken as continuous service during an employee's first three months of employment.
- m) No paid sick leave shall be granted to an employee if he/she is receiving payments for an injury under the Workers' Compensation Act, 1926 as amended.



36. BEREAVEMENT LEAVE

- a) An employee shall on the death of a wife, husband, father, mother, brother, sister, child, step-child, grandchild, parent-in-law, foster parent or grand parent be entitled to paid leave including the day of the funeral of such relation for a period not exceeding the number of hours worked by the employee in three ordinary days work.
- b) In the case of attendance of a funeral of such relation outside Australia such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in five ordinary days work.
- c) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to one day only, unless he/she can demonstrate to the employer that additional time up to a period of three days justified.
- d) The employee shall provide proof of death of the person for which bereavement leave is sought and further the employee shall provide proof to the satisfaction of the employer, of attendance at a funeral outside Australia.
- e) For the purposes of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

- f) Entitlements under this clause do not extend to an employee on his/her rostered leisure day off.
- g) An employee who is on leave from work for some other reason shall not be entitled to bereavement leave during such other leave.

37. TERMS OF ENGAGEMENT

- a) A full-time, temporary employee and part-time employees shall be on a weekly basis.
- b) Employment of weekly hands during the first week of service shall from day to day at the weekly rate terminable by a day's notice on either side but the employer shall indicate clearly to employee at the time of engagement whether he is being engaged as a casual hand or as a weekly hand.
- c) Subject as provided for elsewhere in the Agreement employment shall be terminated by a weeks notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one weeks wages.
- d) Notwithstanding any provisions of subclause (a), (b) and (c) of this clause, the employer shall have the right to dismiss an employee without notice for misconduct or refusing duty.

38. GENERAL CONDITIONS

- a) An employee on the termination of his/her engagement, shall on request, be given a statement, in writing signed by the employer or his/her manager, stating the position held by the employee and his/her length of service.
- b) Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- c) 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.
- d) Employees shall be allowed the following paid work breaks in addition to the meal or crib breaks:

day shift	20 minutes
afternoon shift	15 minutes
night shift	15 minutes
- e) Workers' Compensation - See Workers' Compensation Act, 1926 as amended. Leisure days do not accrue whilst on Workers' Compensation.

39. UNION DELEGATES

- a) 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 employer the said union delegate shall be allowed by the employer, such time as is necessary to interview the employer, or representative on matters affecting the employees the delegate represents.

- b) Union delegates shall be entitled to a maximum of six training days in a calendar year without loss of pay. Delegates shall give seven days notice to the employer detailing dates and topics of all training days.
 - i. In addition to subclause (b) above, the union may request additional training for employees other than delegates.
 - ii. the employer shall not be unreasonable in any attempt to reach agreement with the union to facilitate additional training.



40. UNION RECOGNITION AND MEMBERSHIP

- a) For the purpose of this agreement, the employer recognises the National Union of Workers NSW Branch, as being the union that shall have exclusive representation of employees in related classifications who are covered by this Agreement. This representation shall extend to all terms and conditions of employment, whether those terms and conditions are subject to this agreement or not.
- b) Employees shall be given an application form to join the National Union of Workers at the point of induction.
- c) All new employees shall be introduced to the union delegate within the induction period.
- d) Where written authority is provided by the employee, the employer shall deduct union membership fees from the employee's wages and remit them, together with a schedule of such contributions to the union at monthly intervals.
- e) For the purpose of this clause, "employees" refer to storemen and packers employed by Franklins Limited at the Ingleburn Distribution Centre.

41. DISCIPLINARY PROCEDURES

- a) A weekly employee will be subject to the following procedure before termination of employment can take place.
 - i. Formal warning - explaining reasons - delegate(s) present.
 - ii. Final warning - explaining reasons - delegates(s) present.
 - iii. Dismissal - delegate(s) present.
- b) The disciplinary procedure is to cover employees with poor absenteeism, lateness, individual accountability on poor work performance, not exercising due care and responsibility towards company equipment and stock, poor safety and the like.

42. JURY SERVICE

- a) An employee shall be allowed leave of absence during any period when required to attend for jury service.

- b) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.
- c) 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 employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.
- d) Entitlements within this clause do not extend to an employee on his rostered leisure day off work.

43. ATTENDANCE AT REPATRIATION CENTRES

- a) 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:
 - i. such lost does not exceed four hours on each occasion.
 - ii. payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit.
 - iii. the employee produces satisfactory evidence to the employer that he is so required to and subsequently does attend at repatriation centre.
- b) Entitlements within this clause do not extend to an employee on his rostered leisure day.

44. RIGHT OF ENTRY

- a) Reasonable facilities shall be afforded officers of the union for investigating grievances of members and, without affecting the generality of the foregoing provision, the employer shall permit an official of the union authorised in writing by the Branch Secretary of the union to enter the warehouse during working hours for the purpose of investigating suspected breaches, inspecting time books or interviewing members of the union on matters relating to the Agreement, provided the representative does not unduly interfere with the working of the warehouse.
- b) If an authorised person exceeds the limits of his/her authority or fails to conduct himself/herself properly, such authority may be terminated by the Industrial Registrar or Deputy Industrial Registrar on the application of the employer showing the grounds upon which such termination is sought.

45. RESERVED MATTERS

- a) Shift transfer shall be a reserved matter to be finalised in the first six months after the making of the Agreement between the parties and failing such agreement the matter shall be referred to the commission for determination and if necessary arbitration.

- b) During the life of the Agreement, the parties undertake to discuss to mutual agreement an incentive scheme which will benefit both parties. Within such scheme the employer's business will be more profitable and the employees shall have access to increased wages.
- c) During the life of the Agreement, the parties undertake to discuss to mutual agreement the flexibility of "employer", with reference to clauses 12 and 13.

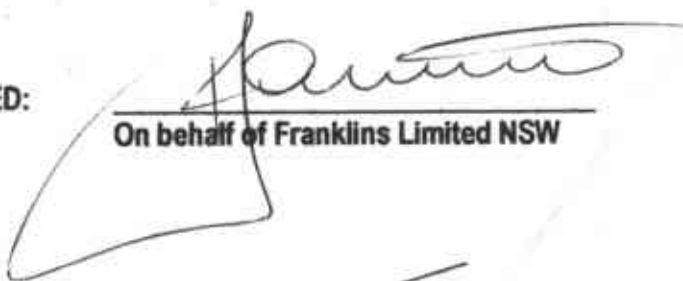
46. NO FURTHER CLAIMS

During the life of this Agreement there shall be no further claims made against the employer.


47. SIGNATURES

Upon agreement as signified by acceptance of this Agreement including the Redundancy Agreement, by the warehouse employees at the Ingleburn warehouse, signatures shall be attached hereto and the terms and conditions of this Agreement shall apply from the first full pay period after the commission has approved the Agreement.



SIGNED: 
On behalf of Franklins Limited NSW

DATE: 3 Dec 98

SIGNED: 
On behalf of the National Union of
Workers, NSW Branch

DATE: 9 Dec. 98

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SCHEDULE "A"

REDUNDANCY AGREEMENT

FRANKLINS AGREEMENT



A) THE AGREEMENT:

There shall be a redundancy agreement hereinafter called the Redundancy Agreement to cover termination of employees in the event of surplus labour.

B) THE PARTIES:

The parties to the Agreement shall be Franklins Limited, hereinafter called the employer, the National Union of Workers, New South Wales Branch, hereinafter called the union and the warehouse employees engaged by the employer in the state of New South Wales, hereinafter called the employees.

C) LIFE OF AGREEMENT:

The Agreement shall operate concurrently with the Franklins Limited Ingleburn Warehouse Enterprise Agreement.

D) APPLICATION:

- a) The Agreement shall have application when the termination of an employee results from redundancy.
- b) In the event of a surplus of labour arising as a result of one of the following circumstances a redundancy situation shall exist and be deemed to exist:
 - i. the employer has ceased, or intends to cease to carry on business; or
 - ii. the employer has ceased, or intends to cease, to carry on business in the place at which the employees were contracted work; or
 - iii. the requirements of the business for employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish; or
 - iv. the requirements of the business for the employees to carry out work of a particular kind, in the place at which they were contracted to work, have ceased or diminished or are expected to cease or diminish.

E) NOTICE PERIOD:

An employee to become redundant shall be given four weeks notice prior to termination.

MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT: [Illegible]

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F) SEVERANCE PAYMENT:

The package shall be as follows:

- a) Four weeks wage at current rates including any shift or other "all purpose" allowance in lieu of notice.
- b) Four weeks wage at the rate set out in subclause (a) above for each completed year of employment with a pro-rata payment for each month of employment.
- c) An employee 45 years of age or older shall receive in addition to those payments as at subclause (b) above an extra 20%.
- d) Notwithstanding anything else written in this Agreement an employee who volunteers, and is selected, for redundancy shall receive no more than 70 weeks severance pay. However, the union may elect to discuss alternative terms on a ceiling to apply to an employee who is involuntary made redundant.
- e) A reasonable amount of paid time shall be allowed, up to four hour on each interview, with a total time of 16 hours for the purpose of seeking other employment. The granting of the paid time set out in this paragraph is subject to reasonable notice being given to the employer and evidence of interview being presented by the employee to the employer.

G) LONG SERVICE LEAVE:

An employee who becomes redundant in accordance with this Agreement shall receive in addition to all other payments long service leave entitlements as per the New South Wales Long Service Leave Act 1955.

H) UNUSED SICK LEAVE:

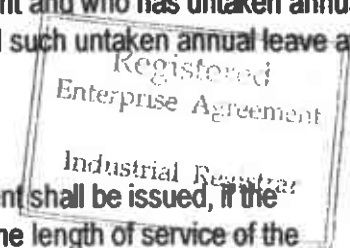
An employee who becomes redundant in accordance with this Agreement and who has untaken sick leave accredited to his/her name shall be paid all such untaken sick leave at the time of termination.

I) ANNUAL LEAVE LOADING:

An employee who becomes redundant in accordance with this Agreement and who has untaken annual leave entitlements owing to him/her shall be paid a loading of 25% on all such untaken annual leave at the time of termination.

J) REFERENCE:

An employee who becomes redundant in accordance with this Agreement shall be issued, if the employee requests same, with a certificate of service which shall state the length of service of the employee, the duties performed by the employee, the skills possessed by the employee and the reason for termination.



K) METHOD OF SELECTION AND PROCEDURE FOR REDUNDANCY:

- a) The employer shall advise the employees who are subject to this Agreement as soon as possible, when it becomes know to the employer, of the need for redundancy.

- b) The employer shall notify to the employees the number of positions to become redundant and, if possible, in which classification the surplus of labour exits.
- c) The employer shall call for volunteers from the classification, or from the area, where redundancies are required.
- d) If there are more volunteers than there are redundant positions, the employer shall, before deciding on which employees are to be redundant, take the following matters into consideration:
 - i. the length of service of each employee so volunteering;
 - ii. the age of each employee so volunteering;
 - iii. the skills level of each employee volunteering for redundancy;
 - iv. notwithstanding the above sub-paragraphs, if all things are equal the employer shall adopt the last-on first-off guideline to decide which employee shall be redundant.
- e) Should there be insufficient employees who volunteer to take up redundancy the employer shall take the following matters into consideration:
 - i. the classification, or area, where redundancies will be necessary;
 - ii. the skills levels in the respective classifications, or area, where redundancies will be necessary;
 - iii. the age of each employee in the area likely to be affected by redundancies;
 - iv. the length of service of each of the employees in the area likely to be affected by redundancies.
- f) When deciding on which employees should/are to be redundant the employer shall act in accordance with subclause (d) and subclause (e) above.
- g) The employer shall not exercise a decision on redundancy which would victimise one employee in preference to another employee for merely engaging in union activities or other past lawful behaviour in which an employee engaged whilst in paid employment with the employer.



L) RE-ENGAGEMENT:

- a) An employee who is made redundant and is subsequently re-employed by the employer within 6 months of having being made redundant shall have continuity of employment except that the period for which the employee was absent will not be calculated.
- b) Subclause (a) above will not apply unless all moneys paid to the said employee at the time of termination is repaid in full to the employer at the time of re-engagement.

- c) Subclause (a) and subclause (b) above do not apply to an employee who volunteered, and was thus selected, for redundancy.
- d) A previously redundant employee who is re-engaged by the employer after 6 months from when he/she terminated shall not have continuity of service.

M) SUPERANNUATION:

An employee who becomes redundant in accordance with this Agreement shall receive all superannuation entitlements in accordance with the superannuation trust deed to which the employee was a contributor and in compliance with the Superannuation Guarantee Levy.

N) EMPLOYEE'S ESTATE:

In the event an employee who is serving out a notice period for redundancy deceases during this period, the full benefits of the redundancy entitlements which would have been paid to the employee shall be paid to the estate of the said employee.

O) FINANCIAL COUNSELLING:

The employer shall make available to a redundant employee professional financial counselling during the notice period.



