

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/147

TITLE: **BFM Distribution/NUW Enterprise Agreement 2002**

I.R.C. NO: IRC3/1575

DATE APPROVED/COMMENCEMENT: 7 April 2003/19 November 2002

TERM: 19 November 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/65

GAZETTAL REFERENCE: 8 August 2003

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

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

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



BFM DISTRIBUTION/NUW ENTERPRISE AGREEMENT 2002

1. TITLE

This Agreement shall be known as the BFM Distribution/NUW Enterprise Agreement 2002. It shall supersede and replace the BFM Australia Limited Enterprise Agreement 2000.

2. ARRANGEMENT

CLAUSE NO:

Accident Pay	23
Aims and Objectives	7
Annual Leave	15
Avoidance of Disputes	26
Bereavement Leave	18
Contract of Employment	8
Counseling and Discipline	25
First Aid Attendant	22
Hours of Work	11
Incidence of Agreement	5
Jury Service	20
Leave Reserved	28
Long Service Leave	17
Meal Allowance, Meal break Provisions	13
No Extra Claims	10
Overtime	12
Parent Award	6
Parties Bound	3
Personal Carers Leave	19
Payment of Wages	21
Period of Agreement	4
Public Holidays	14
Rates of Pay	9
Redundancy	30
Renegotiation	32
Right of Entry	24
Safety Audits	29
Sick Leave	16
Superannuation	27
Union Recognition	31

Registered
Enterprise Agreement
Industrial Registrar

CLAUSE 3 - PARTIES BOUND

This Agreement shall be binding upon:

- 3.1 BFM DISTRIBUTION of Unit 6, 25 Frenchs Forest Road, East, Frenchs Forest NSW 2086 ("the Company") (ABN 53 087 516 907).
- 3.2 All employees of the company engaged in activities described in Clause 5 and shall apply to any new employee employed during the life of the Agreement.
- 3.3 The National Union of Workers ("the Union")

CLAUSE 4 - PERIOD OF AGREEMENT

This Agreement shall come into effect from the date of approval by the NSW Industrial Relations Commission and shall operate for the period 19 November 2002 to 19 November 2004.

CLAUSE 5 - INCIDENCE OF AGREEMENT

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





CLAUSE 6 - PARENT AWARD

This agreement shall be read in conjunction with the Storeman & Packers General (State) Award (as amended). In the event that there is any inconsistency between the award and this Enterprise Agreement, the latter shall prevail.

CLAUSE 7 - AIMS AND OBJECTIVES

- 7.1 7.1.1 To ensure that the establishment operates in a safe, productive, efficient and cost effective manner so as to ensure maximum output of quality product in order to improve present market share and capitalise on future market opportunities.
- 7.1.2 To maximise utilisation of storage and distribution capabilities in order to satisfy internal and external customer needs.
- 7.1.3 To constantly strive to improve the performance of all aspects of activity at the establishment.
- 7.2 The Company and the Union acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Company so as to ensure that employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of such working relations and commitments require:
- 7.2.1 that employees be involved in the making of decisions which affect them.
- 7.2.2 that employees have the opportunity to achieve their full potential within the context of the enterprise.
- 7.2.3 the willingness of employees to accept total flexibility of jobs and duties across the enterprise, subject only to individual skills or abilities to perform particular tasks to eliminate demarcation problems.
- 7.2.4 the willingness of employees to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the enterprise.
- 7.3 To ensure the meeting of objectives of this award the parties agree that the following measures form a integral part of the enterprise:
- 7.3.1 at all times terms and conditions of employment will be based upon the specific needs of the enterprise.
- 7.3.2 the Company and their employees will constantly seek improvements in safety, methods of production, work organisation, quality, and any other areas which will enhance the effectiveness of the enterprise.

- 7.3.3 the avoidance of any action which disrupts or impedes production by the prompt resolution of employees concerns through effective communication and the agreed processes of consultation and grievance handling.
- 7.3.4 the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise.
- 7.3.5 ensuring that working relationships between employees are developed to promote mutual trust, open communication of relevant information and ideas, and cooperation generally.
- 7.3.6 the maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation.

CLAUSE 8 - CONTRACT OF EMPLOYMENT

8.1 Employment shall be on one of the following basis:

8.1.1 *Weekly Employment*

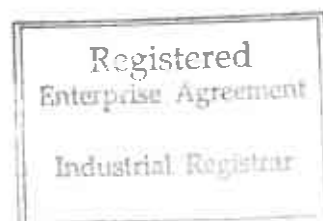
During the first six weeks of weekly employment employees will be probationary and their employment may be terminated by two days' notice on either side. Any employee not specifically engaged as a casual shall be deemed to be employed by the week or part-time.

8.1.2 *Part-Time Employment*

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

8.1.3 *Casual Employment*

A casual employee shall be paid the rate of pay prescribed in clause 9 which incorporates a loading of 15% plus 1/12 for annual leave. Casuals shall be engaged for a minimum of four hours on any day. Casual engagement shall be terminated by the giving of one hour's notice by either the employer or employee. Casuals employed on shift work shall be paid at the casual rate plus the applicable shift allowance. Casuals are not entitled to the provisions of:



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

8.2 Termination of Employment:

8.2.1 *Weekly Employees*

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

8.2.2 *Termination - Mutual Agreement*

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

8.2.3 *Termination of Employment during First Week*

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

8.2.4 *Termination of Employment Without Notice*

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



CLAUSE 9 - RATES OF PAY

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

19 November 2002	19 November 2003
Operator (Weekly) \$663.35	Operator (Weekly) \$689.88
Operator (Casual- under 3 months)\$19.33 per hour	Operator (Casual- under 3 months)\$20.10 per hour
Operator (Casual-over 3 months) \$20.30 per hour	Operator (Casual-over 3 months) \$21.11 per hour

9.2 **Supervisor Allowances (Leading Hand)**

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

<i>Stock, other than video</i>	<i>\$1.50 per hour</i>
<i>Line Picking</i>	<i>\$1.50 per hour</i>
<i>Packing</i>	<i>\$1.50 per hour</i>
<i>Video (Picking & Packing)</i>	<i>\$1.50 per hour</i>

9.3 **Higher Duties**

An employee who is directed by the National Distribution Manager to perform relieving Supervisor duties shall receive the higher rate of pay (as per above). Provided that the employee is only entitled to payment where the Supervisor absent for a period in excess of 5 days.

CLAUSE 10 -NO EXTRA CLAIMS

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



CLAUSE 11 - HOURS OF WORK

Day Work

11.1 The ordinary hours of work shall be 37.5 per week to be worked, except for meal breaks, between 6.30 am and 5.30 pm Monday to Friday. Provided that the span of hours may be altered by mutual agreement between the Company and the individuals concerned.

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

11.3 As a non smoking environment, smoking is not permitted within the precincts of BFM premises. A designated open air area is available at morning tea and meal break time.

11.4 *Morning Tea Breaks:*

Employees shall be allowed twenty (20) minutes each morning as a rest period for Morning Tea, such time to be regarded as time worked.

11.5 The Company and the employees agree to a system of "Rostered Day Off" (RDO's) in which case the employee will work a 40 hour week without payment for the additional 2.5 hours. The employee will be entitled to take an RDO every 21 working days for which they shall receive payment provided they have the accrued hours.

CLAUSE 12 - OVERTIME

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

12.2 *Weekday*

All time worked in excess of, and/or outside the agreed roster (40 hours), shall be paid at the rate of time and one half for the first two hours and double time thereafter determined on a daily basis.

12.3 *Saturday*

An employee who is required to work overtime on Saturday will be paid as for weekday overtime with a minimum period of two hours but provided that all time thereafter will be at double time.

12.4 *Sundays & Public Holidays*

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

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

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

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



12.5 Ten Hour Break After Overtime:

When overtime work is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there has not been at least ten consecutive hours off duty between those times shall, be released after completion of such overtime until the employee has had ten consecutive hours off duty without the loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours without loss of pay for ordinary working time occurring during such absence.

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

CLAUSE 13 - MEAL ALLOWANCE, MEAL BREAK PROVISIONS

- 13.1 An employee who is required to work in excess of one hour after normal working hours without being duly notified on the previous day shall be paid a meal allowance of \$9.10. Should an employee be notified on the previous day to work overtime and then not called upon to do so will be paid \$9.10 meal allowance. This amount shall be increased from time to time to take account of any movement in the parent award.
- 13.2 Tea, coffee, milk, sugar and boiling water shall be provided free of charge by the Company during meal breaks, also tea breaks.

CLAUSE 14 - PUBLIC HOLIDAYS

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

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



Christmas Day
Boxing Day
Picnic Day

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

14.2 **Absence Before Or After Holidays**

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

CLAUSE 15 - ANNUAL LEAVE

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

15.1.1 All other conditions in respect to annual leave for weekly employees are as contained in the NSW Annual Holidays Act, 1944.

15.1.2 Each employee before going on annual leave shall be paid the wage that would have been received in respect of the ordinary time worked during the period of annual leave.

15.1.3 No employee shall give or be given notice whilst he is absent from work on account of paid annual leave.

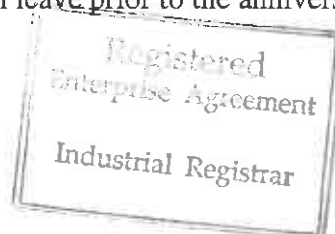
15.2 **Loading On Annual Leave**

15.2.1 During the period of annual leave an employee shall receive a loading of 17.5% of the ordinary, weekly wage rate.

15.2.2 Where the employment of an employee is terminated by the Company for a cause other than misconduct, and the employee has not been given and has not taken the whole of an annual holiday which has become due, the employee shall be paid the loading for the period of annual leave due and not taken.

15.2.3 Except as provided above, no loading is payable on termination.

15.2.4 An employee may be required to take annual leave prior to the anniversary date.



CLAUSE 16 - SICK LEAVE

16.1 An employee, other than a casual, who is absent from work on account of personal illness, injury, elective surgery or dental work other than routine dental maintenance, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

16.1.1 the employee shall be entitled to leave of absence at the ordinary time rate of pay of the appropriate classification.

16.1.2 the employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to worker's compensation.

16.1.3 the employee shall, at least two hours prior to the commencement of such absence, or as soon as reasonably practicable, inform the Company of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

16.1.4 The Company shall not be required to pay sick leave for any absence of two or more consecutive days unless the employee produces a certificate signed by a duly qualified medical or dental practitioner, whichever is appropriate, certifying that the employee is, in the opinion of that practitioner, unable to attend for work due to personal illness or injury.

16.1.5 An employee who is regularly absent on short duration sick leave may be required by the Company, to produce evidence of the illness by Medical Certificate.

16.1.6 No employee shall give or be given notice whilst absent from work on account of paid sick leave.

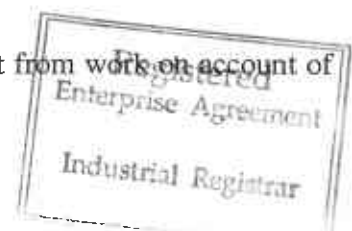
16.2 Entitlements

16.2.1 An employee shall be entitled during the first year of service to sick leave of 5 days of ordinary working time.

16.2.2 In the second and subsequent years of continuous employment an employee shall accrue paid sick leave at the rate of and up to a maximum of 10 days.

16.2.3 Sick leave shall accumulate from year to year, subject to continuous employment and be available for 12 years after the year of accrual.

16.2.4 In the case of an employee who has more than one period of employment within the twelve months, the periods of work shall be aggregated for the purpose of entitlement accrued and any sick leave taken. Twelve months will be defined as the anniversary date of the commencement of the first period of employment.



CLAUSE 17 - LONG SERVICE LEAVE

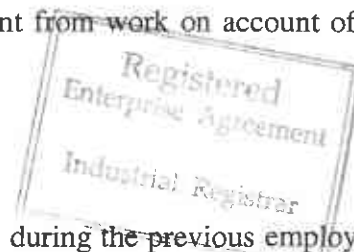
- 17.1 The provisions that apply to Long Service Leave are those prescribed by the Long Service Leave Act, 1955 (as amended). The entitlements are summarised as follows:
- 17.1.1 Two months leave for 10 years of continuous employment;
 - 17.1.2 One month leave for each 5 year service completed since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

CLAUSE 18 - BEREAVEMENT LEAVE

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

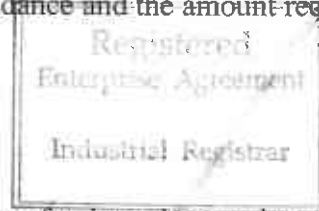
CLAUSE 19 - PERSONAL CARERS LEAVE

- 19.1 Personal Carers Leave is made up of sick leave accrued during the previous employment year but not taken, accrued Annual Leave and any days of entitlement in lieu of overtime or public holiday work.
- 19.2 Personal Carers Leave may be taken in the event of an illness, supported by a Doctor's Certificate, of wife, husband, father, stepfather, mother, stepmother, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, child, stepchild, de facto or ward.
- 19.3 The terms applying to this leave are those set out in the parent award.



CLAUSE 20 - JURY SERVICE

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



CLAUSE 21 - PAYMENT OF WAGES

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

CLAUSE 22 - FIRST AID ATTENDANT

- 22.1 The Company shall appoint a competent person to be in charge of the First Aid.
- 22.2 Where that person holds a current approved First Aid Certificate and is appointed under the terms of this Agreement, the employee shall be paid a fixed amount of \$20.00 per week.
- 22.3 The Company shall take all reasonable steps to obtain a competent person to perform first aid duties, including approaching the existing employees to undertake First Aid training.

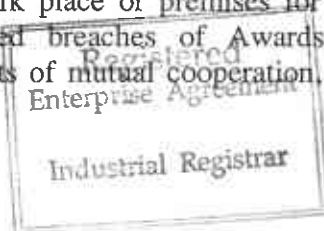
CLAUSE 23 - ACCIDENT PAY

- 23.1 The Company agrees to abide by all the conditions as contained within the New South Wales Workers Compensation Act.
- 23.2 A pay shall be made up to the ordinary rate of pay whilst eligible for Workers Compensation cover.

- 23.3 Where an employee has lodged a claim for workers compensation payment under the provisions of the New South Wales Workers' Compensation Act the Company reserves the right where deemed necessary to request the employee to attend the Company's nominated medical practitioner for assessment of injury incurred.
- 23.4 No employee shall give or be given notice whilst he is absent from work on account of paid accident pay.

CLAUSE 24 - RIGHT OF ENTRY

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



CLAUSE 25 - COUNSELLING AND DISCIPLINE

- 25.1 Whilst the emphasis of this agreement is on improved performance by the Company and employees there will from time to time arise situations where an employee's performance is below accepted standards. This procedure outlines how this performance can be rectified.
- 25.1.1 The Counseling process is a means of advising an employee of a perceived deficiency in behavior or attitude affecting work performance and attempts to identify means of correcting the problem. The disciplinary process set out below is intended to provide an example of existing procedures and is by no means definitive, but sets out a system of warnings.
- 25.1.2 The existence of a company disciplinary procedure or a general adherence to those procedures does not impinge on an employer's right to summarily dismiss an employee in certain circumstances.
- 25.1.3 As a general rule, any discussions between an employee and management representative in regards to work performance should be formalised in writing, particularly when a warning is given to the employee.
- 25.2 **Counseling**
- 25.2.1 In the first instance, when the supervisor perceives a problem with work performance, the supervisor/manager may counsel the employee, ensuring that the employee is aware of the conduct or behavior required and also aware of the consequences should the incorrect behavior continue.

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

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

25.3 Discipline

25.3.1 Verbal Warning

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

25.3.2 Written Warning

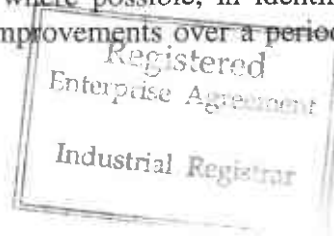
In the event the employee's behavior does not improve after the verbal warning, the supervisor/manager should issue a written warning, detailing the problem and the required improvement, stating what previous steps had been taken. The written warning should be signed by those present, with copies to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

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

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

CLAUSE 26 - AVOIDANCE OF DISPUTES

- (a) In the event of an employee having grievance, the employee in the first instance must take the matter up with their supervisor providing the supervisor with the opportunity to remedy the grievance.
- (b) If the matter remains unresolved, it shall be referred to the union delegate who shall consult the appropriate representative of the management.
- (c) If the matter remains unresolved, it shall be referred to the secretary of the Union (or his representative). This official shall discuss it with a senior representative of the Company.



- (d) If the matter remains unresolved, it shall be submitted to the NSW Industrial Commission for resolution.
- (e) While the above procedures are being followed work shall continue normally in accordance with this Agreement.
- (f) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Agreement.
- (g) the parties shall at all times, confer in good faith and without undue delay.
- (h) During the discussions, "the status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

CLAUSE 27 - SUPERANNUATION

27.1 Definitions

27.1.1 "Approved Fund" shall mean LUCRF.

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

27.1.3 "Ordinary Time Earnings" shall mean:

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

27.2 Contributions

27.2.1 The Company shall pay to the Trustee of the approved fund, in respect of each eligible employee, an amount equal to 9% (increased in accordance with legislation) of the employee's ordinary time earnings.



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

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

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

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

CLAUSE 28 - LEAVE RESERVED

There shall be no further claims on either party during the currency of this Agreement other than for the matters listed as Leave Reserved.

1. In the event of a non-pedestrian forklift truck being introduced, discussions will take place with the Union as to the rate of pay.

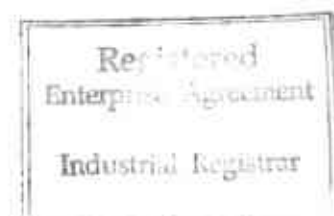
CLAUSE 29 - SAFETY AUDITS

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

CLAUSE 30 - REDUNDANCY

This clause shall only apply to permanent full time employees. Redundancy occurs when the Company no longer requires the work of a permanent full time employee to be carried out by its employees.

In the event of a significant number of employees being made redundant the Company undertakes to consult with the affected employees and their union representative. The Company commits to managing any redundancies in the most sensitive and fairest manner possible. Prior to the implementation of the redundancy procedure the opportunities for alternative employment will be explored.



Where the Company obtains suitable alternative employment for an employee, no redundancy will have occurred so that no entitlement to notice or severance payment under this clause shall apply.

“Suitable alternative employment” includes an offer of employment involving the Company and/or related bodies corporate, joint venture or a party to a joint venture or an entity that acquires the business through purchase or transmission.

Redundancy payments will not be paid to an employee where the Company makes an offer of suitable alternative employment or arranges for such offer and the employee does not accept the offer. Similarly where an employee made redundant refuses to transfer to or retrain for another position of at least equal work value they shall not be entitled to receive redundancy payment.

Where suitable alternative employment is provided:

- (a) this will be deemed to be suitable alternative employment for the purposes of this Agreement
- (b) the continuity of the employment of the employee shall be deemed not to have been broken
- (c) the period of employment which the employee has had shall be deemed to be service with the new employer
- (d) no redundancy will have occurred as a result so that no entitlement to notice or severance payment under this clause shall arise.

Should redundancies occur the following periods shall apply in respect of notice and severance payments

Years of Service	Notice (Weeks)	Severance payments (Weeks)
Less than 1 year	1	Nil
1	2	4(5)
2	2(3)	7(8.75)
3	3(4)	10(12.5)
4	3(4)	12 (15)
5	4(5)	14 (17.5)
6	4 (5)	16 (20)
7+	4 (5)	4weeks for each year of service capped at 29 weeks (5weeks for each year of service capped at 36.25 weeks)



*figures in brackets are for 45 years and over

*pro rata applies to uncompleted years.

CLAUSE 31 – UNION RECOGNITION

Consistent with the provisions of NSW industrial legislation the Company recognises and supports the rights of employees covered by this agreement to

- (a) join the union, and
- (b) exercise all rights pertaining to their membership.

The Company will provide union information as part of the induction process for new employees.

The Company shall upon authorisation deduct union membership fees as levied by the union in accordance with its rules from the pay of an employee. Such monies will be forwarded to the Union at the end of each accounting period with all the necessary information available to enable the reconciliation and crediting the subscription to Member accounts.

CLAUSE 32 RENEGOTIATION

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



SIGNATURES

**For and on Behalf of
The National Union of Workers
New South Wales Branch**

<i>D. Belan</i> Signature	<i>A. Huxley</i> Signature of Witness
<i>DERRICK BELAN</i> Print Name & Position STATE SECRETARY	

**For and on Behalf of
BEM DISTRIBUTION**

<i>S. Scott</i> Signature	<i>[Signature]</i> Signature of Witness
<i>STEPHEN SCOTT</i> Print Name & Position GENERAL MANAGER	

