

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/282

TITLE: **Bidvest QSR Sydney - Certified Agreement 2005-2008**

I.R.C. NO: IRC6/1915

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 27

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 August 2006

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Pymont Management Services Pty Ltd trading as Bidvest QSR Sydney located at 350 Victoria Street, Wetherill Park NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award and the Transport Industry (State) Award.

PARTIES: Pymont Management Services trading as Bidvset QSR Sydney -&- the Transport Workers' Union of New South Wales



BIDVEST QSR SYDNEY — ENTERPRISE AGREEMENT 2005-2008

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PART 1 - INTRODUCTION

1.1 TITLE

This Enterprise Agreement shall be known as the BIDVEST QSR SYDNEY - ENTERPRISE AGREEMENT 2005-2008.

1.2 DEFINITIONS

"**Act**" means the Industrial Relations Act 1996.

"**Agreement**" means Bidvest QSR Sydney - Enterprise Agreement 2005-2008.

"**Awards**" means the Transport Industry (State) Award.

"**Day**" (for shift workers) shall mean the day on which the majority of the rostered shift is worked.

"**Employee**" means an employee of who is classified under this Agreement and performs work for Bidvest QSR Sydney in Sydney, New South Wales.

"**Employer or the Company**" means Pyrmont Management Services Pty Ltd (ACN 070907952) trading as Bidvest QSR Sydney.

“Immediate member of family or household” means:

- (a) spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as their spouse or on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee

"Job Title" means the skill and wage level to which an Employee appointed by the Employer on engagement or promotion.

"NSWIRC" means the New South Wales Industrial Relations Commission.

"Ordinary rate of pay" means the hourly rate of pay set out in clause 3.2.1.

"Parties" means Employer and the Employees.

"Week" means calendar week. In order to calculate a week for the purposes of this Agreement for a full-time Employee, 38 ordinary hours, and for part-time means the average number of ordinary hours per week over the previous 12 months of their employment or such lesser period if their employment with the Company is less than 12 months.

“Union” means the Transport Workers Union of New South Wales.

1.3 ENTERPRISE AGREEMENT COVERAGE

This Agreement is between Pymont Management Services Pty Ltd trading as Bidvest QSR Sydney and its employees and the Transport Worker Union of New South Wales.

It is the intention of the parties to this Agreement that it will replace all terms and conditions of any applicable Award/s, Industrial Agreement or Industrial Instrument or any variations thereto. If not covered by the Agreement then any other matters revert to the Transport Industry NSW State Award.

1.4 DATE & PERIOD OF OPERATION

This Enterprise Agreement shall take effect from the date of certification by the New South Wales Industrial Relations Commission and remain in force until 30 June, 2008.

Negotiations to commence 3 months before the end of the current agreement, but the current Agreement remains in force until a new one is negotiated.

The parties agree to adhere to this agreement until the specified date (30th June 2008) regardless of any legislative change.

1.5 ENTERPRISE AGREEMENT POSTING

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

1.6 PROCEDURES FOR CHANGE

- (1) As part of an ongoing process of improvements in productivity and efficiency, there will be discussions at the enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultative mechanisms across the industrial to all employees in the enterprise with consideration of a single bargaining unit.
- (2) The Consultative processes established in the enterprise in terms of this Enterprise Agreement may provide an appropriate mechanism for consideration of matters relevant to this clause.
- (3) Any proposed genuine agreement reached between the employer and employee(s) in the enterprises is contingent upon -
 - (a) a majority of employees affected genuinely agreeing to the changes;
 - (b) the agreement being in writing;
 - (c) The union to be involved.
- (4) Parties shall not unreasonably withhold consent to an agreement.

PART 2 - CONTRACT OF EMPLOYMENT

2.1 CONTRACT OF EMPLOYMENT

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

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

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

- (5) Employees will be required to provide the Employer with 2 weeks notice of termination of employment. If an Employee fails to give or work out the above notice the Employer is authorised to deduct from any termination monies due to that Employee an amount equal to the notice period not worked or given. Provided that the Employer may waive part or all of the above required notice period depending on the Employee's individual circumstances.
- (6) Casual Employees in whatever capacity shall not be required to give or receive a period of notice to terminate their engagement.
- (7) *Incidental or Peripheral Tasks -*

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

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

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

The Employer may require any Employee employed pursuant to this agreement to perform the duties of either a Storeperson or Driver, provided that the Employee possesses the appropriate skills to perform the work.

2.2 REDUNDANCY

"Redundancy" in this clause means the loss of employment due to the Employer no longer requiring the job the Employee has been doing to be performed in its entirety by anyone.

- (1) Discussions before Termination

Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done in its entirety by anyone and this is not due to the ordinary and customary turnover of labour and where that decision may lead to termination of employment, the Employer shall have discussions as soon as practicable with the Employees

directly affected and the Union. The Employer will also hold discussions with the Union concerning the proposed redundancies.

(3) Notification to Employment National or agreed agency.

Where a decision has been made to terminate the employment of 15 or more Employees on account of redundancy the Employer will notify Employment National or agreed agency giving relevant information including the number and categories of the Employees likely to be affected, and the period over, which the terminations are intended to be carried out.

(4) Severance Pay

In addition to the periods of notice prescribed for the termination in clause 2.1.2, an Employee whose employment is terminated by reason of redundancy will be entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	7 weeks pay
3 years and up to the completion of 4 years	10 weeks pay
4 years and up to the completion of 5 years	12 weeks pay
5 years and up to the completion of 6 years	14 weeks pay
6 years and over	16 weeks pay

Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and up to the completion of 2 years	5 weeks pay
2 years and up to the completion of 3 years	8.75 weeks pay
3 years and up to the completion of 4 years	12.5 weeks pay
4 years and up to the completion of 5 years	15 weeks pay
5 years and up to the completion of 6 years	17.5 weeks pay
6 years and over	20 weeks pay

"Weeks Pay" means the ordinary time rate of pay for the Employee concerned.

The Employer may off-set all or part of an Employees' entitlement to severance payment by doing either of the following:

That the Employee has accepted or been offered adequate alternative employment with or by the Employer or the Employer has found the Employee another position outside their business. Accordingly the Employer will only pay the difference between the ordinary rate of pay the Employee would have earned over the required notice period and what the Employee in fact earned over the severance period in the alternative position

or

That the Employer has made contributions over and above those required under the Superannuation Guarantee (Administration) Act 1992 on behalf of the Employee. The Employer then may deduct the amount of such contributions from any severance entitlement due to the Employee.

No severance pay will be payable where the employee has on going employment of the same or similar nature due to a transmission of business.

(5) Time off during notice period

During the period of notice on account of redundancy given by the Employer, an Employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment

If the Employee has been allowed paid leave for more than one day during the notice period for the purposes of seeking other employment, the Employee will, at the request of the Employer, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(6) Employee leaving during Notice

An Employee whose employment is terminated on account of redundancy and the Employer may mutually agree in writing to terminate the Employees employment during the notice period, and if so, will be entitled to the same benefits and payments under this clause as if the Employee remained with the Employer until expiry of such notice. In such circumstances however the Employee will not be entitled to payment in lieu of notice.

(7) Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out in clause 2.2.1, the Employee will be entitled to the same period of notice of the date of commencement of work in the new position as if the Employee's employment had been terminated, and the Employer may at it's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

(8) Employees with less than one year of service

This clause will not apply to Employees with less than one years service and the general obligation on the Employer should be no more than to give relevant Employees an indication of impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

(9) Employees exempted

This clause will not apply where employment is terminated, in the case of casual Employees or Employees engaged for a specified period of time or for a specified task or tasks, upon

expiration of that time or upon completion of the specified task or tasks, as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty or other instances of serious misconduct.

2.3 SETTLEMENT OF DISPUTES

In the event of a industrial grievance or dispute arising, the following procedure will apply:

Step 1

The matter will be discussed between the Employee and their Supervisor/Manager.

Step 2

If the matter is not resolved after Step 1 then it can be referred to the Branch Manager and the Union delegate or the Union Organiser where appropriate

Step 3

If the matter still cannot be resolved after Steps 1 and 2 then it can be referred to the NSWIRC for conciliation and arbitration, if necessary.

Until such time as the matter in dispute is resolved work will continue as required by the Company with the "status quo", unless there is a bona fide safety issue. Provided that product, requiring refrigeration and not under mechanical refrigeration at the time of a grievance or dispute, stoppage or stop-work meeting shall be put away into cold rooms before work is stopped.

Status quo : Status quo is defined as the practice in place prior to the dispute. If the status quo cannot be agreed , the procedure is to "fast track" to the the IRC with no commitment given.

The termination the of an employee 's employment will not be harsh, unjust or unreasonable. The parties agree, in the first instance and without limitation to either parties rights, that this settlement of disputes procedure will be used to resolve any termination of an employee or former employee where it is alleged that the termination is harsh, unjust or unreasonable.

2.4 CODE OF CONDUCT

The Company and its employees acknowledge that the Code of Conduct principles and guidelines are to ensure that employees clearly understand their responsibilities and obligations relating to acts of dishonesty, Company policy and general discipline.

General. Employees are required to:

- effectively perform their duties in support of business objectives and award/agreement policies , rules, and procedures,
- treat customers and colleagues with honesty, courtesy and respect,
- attend work when required and report absences immediately, and
- perform consistently in a safe healthy manner.

Acts of Dishonesty. The following are examples of behavior that employees recognize as dismissible offences:

- proven cases of theft and pilferage (stealing),
- falsifying time sheet and similar documents to gain a benefit (overtime) that the employee is not entitled to,
- any malicious violence during Company time directed towards the Company's property, customers or their property, a member of the public an/or a fellow employee,
- refusal to carry out a lawful and reasonable request given by a Company representative,
- use or possession of illegal drugs, alcohol or other substances in Company time and/or Company property, noting that prescription drugs should be brought to the attention of the employee's supervisor.

Misconduct. The following are examples of behavior that may lead to disciplinary action being taken against the employee:

- driving a vehicle in the yard complex at excessive speed,
- mishandling (throwing, kicking) and, thereby, causing damage to freight,
- inadequate vehicle checks (oil, water, tyres and fuel) resulting in a breakdown, vehicle damage, or loss of productive time,
- not approaching and treating employees in a reasonable and civil manner,
- failure to notify the Company when arriving at work later (within one hour) than the normal starting time, unless exceptional circumstances apply.
- unacceptable attendance, continual lateness, patterned absences, failure to notify the Company of a pending absence (prior to rostered starting time),
- failure to wear Company uniform while representing the Company while effective deliveries and pick-ups,
- failure to effectively perform duties,
- under the influence of alcohol when reporting to work,
- failure to work in a safe and healthy manner, and/or
- failure to comply with operating procedures leading to injury/damage to property/persons or productivity.

General Conduct. In cases of serious misconduct, employees may be given a verbal warning, a written warning or be dismissed, depending on the following criteria:

- the circumstances and work relevance of the misconduct,
- the seriousness of the misconduct,
- the employee's explanation of his/her conduct, and
- the employee's past conduct and personal situation.

Note 1: At the discretion of the Company, an employee involved in misconduct (other than acts of dishonesty) may be stood down on normal pay, pending a full investigation.

Note 2: Letters of Warning for misconduct (other than acts of dishonesty) will remain on an employee's file for 9 months (for First Warning), 12 months (for Second Warning) and 24 months (for Final Warning). The employee will be required to sign Letters of Warning to confirm that the content is understood.

Note 3: The employee has the right to have a witness of choice present during all of the above steps. The employee also has the right to have a union official and/or delegate present during any phase of the disciplinary proceedings.

PART 3 - JOB GRADES AND WAGES

3.1 JOB GRADES

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

- acquired skills through structured training programs or a formal qualification;
- the recommendations of your supervisors and managers; and
- a position being available.

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

Probationary Employee Grade 1 Agency casuals.

All new employees to the enterprise shall be employed in the first three months in the capacity of Probationary Employee. Such employees will undergo induction and a structured training plan incorporating a formal review during the first month of probation, reviews during the second month of probation and a final review before the completion of the Probation period. Where agreed in writing between the employee and the company, these review periods may be varied if appropriate as long as the probation period remains at a maximum of 3 months. The reviews will include the consultative committee. Provided that following a casual employee's probationary period the employer may elect to extend the employees probation by an additional period of no more than two months.

(1) Grade 2

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

- Able to work from complex instructions and procedures;
- Able to co-ordinate work in a team environment under limited supervision;
- Responsible for the quality and accuracy of their own work;
- Possess sound interpersonal and communication skills;
- Understand quality control and HACCP standards;

- Must be competent to perform one or more of the following tasks / duties or combination of tasks/duties , but not limited to :
 - order pick and pack and associated duties
 - licensed operation of all appropriate materials handling equipment
 - use of tools and equipment within the warehouse (basic non trades maintenance)
 - VDU operation where applicable
 - warehouse cleaning
 - checking other employees loads if requested
 - any other duties as requested
- Job titles at this grade include:
 - Storeperson/Forklift Driver;

(b) **Grade 3**

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

- Understands and is responsible for quality control and HACCP standards;
- Possesses an advanced level of interpersonal and communication skills ;
- Competent keyboard / PC skills when applicable;
- Sound working knowledge of all duties performed at levels below this grade, exercises discretion within scope of this grade;
- Perform work without supervision either individually or in a team environment;
- Is responsible for the proper allocation and maintenance of appropriate occupational health and safety standards;
- Ability to supervise and provide direction to other employees as well as on the job training;
- Must be competent to perform one or more of the following tasks / duties or combination of tasks/duties, but not limited to :
 - use of computer systems for the purpose of processing information
 - Operation of all materials handling equipment under license when required
 - Development and refinement of facility layout including proper location of goods and their receipt and dispatch

- Job titles at this grade include:
 - Storeperson Leading Hand;
 - Driver;

(c) **Grade 4 Team Leader & Driver**

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

- Implements and is responsible for quality control and HACCP requirements, standards and
- Procedures;
- Understands and is responsible for a large section/activity of the distribution facility;
- Ability to supervise, provide direction and guidance to other employees including the provision of
 - on the job training and induction;
 - Highly developed level of interpersonal and communication skills;
 - Exercise discretion within the scope of this grade ;
- Exercise skills attained through the successful completion of an appropriate certificate and must be competent to perform any one of the following tasks or combination of tasks :
 - Liaise with management, suppliers and customers with respect to the facilities operations
 - Detailing and co-ordinating activities and duties of other distribution employees
 - Roster appropriate number of employees to agreed shifts
 - Authorises in conjunction with the warehouse manager employee hours
 - Ensure all employees have completed and signed weekly time sheets.
- Drivers are responsible to handle and process all documentation paperwork as required to meet the business needs of the transport operation as well as the following :
 - effectively maintain a high standard of vehicle presentation of company owned trailers while using cleaning products supplied by the company, pre-trip all trailers.

- the use of MHE (mechanical handling equipment) to load and unload all trailers.
- act professionally and ethically at all times with Bidvest employees and sub contractors
- maintain a strong level of service to minimise disruption to yard and warehouse
- operations as well as minimise product damage as a result of poor loading techniques.
- _ Complete timesheets correctly and all return paperwork. Confirm and acknowledge
- product returned by subcontractor and quarantine all returned stock in appropriate area's e.g. freezer, chiller etc
- assist all subcontractors to facilitate minimum downtime when dispatching from Wetherill Park.
- General non trades maintenance of trailers (replacement of light bulbs etc_
- Cleaning duties as required
- Any other duties as requested.

3.2 WAGES

- (1) The minimum rates of pay to be paid to the Employees classified under this Agreement from 30 June 2005 are:

JOB GRADE	FULL TIME EMPLOYEES PER WEEK	CASUAL EMPLOYEES PER HOUR
Grade 1 (probation)	\$637.85	\$20.88 hr
Grade 2 (formerly grade 3)	\$652.76	\$21.39 hr
Grade 3 (formerly grade 4) Leading Hand	\$665.70	\$21.81 hr
Grade 4 (formerly grade 5) Team Leader/Driver	\$699.29	\$22.91 hr

(Note 1: that the above casual rates are inclusive of the casual loading and the 1/12th payment in accordance with the Annual Holidays Act 1944)

- (2) The minimum rates of pay to be paid to the Employees classified under this Agreement from 30 June 2006 are:

JOB GRADE	FULL TIME EMPLOYEES PER WEEK	CASUAL EMPLOYEES PER HOUR
Grade 1	\$663.36	\$21.71
Grade 2 (formerly grade 3)	\$678.87	\$22.24
Grade 3 (formerly grade 4) L/ Hand	\$692.33	\$22.68
Grade 4 (formerly grade 5) Team Leader/Driver	\$727.26	\$23.82

(Note 1: that the above casual rates are inclusive of the casual loading and the 1/12th payment in accordance with the Annual Holidays Act 1944)

- (3) The minimum rates of pay to be paid to the Employees classified under this Agreement from 30 June 2007 are:

JOB GRADE	FULL TIME EMPLOYEES PER WEEK	CASUAL EMPLOYEES PER HOUR
Grade 1	\$689.89	\$22.57
Grade 2 (formerly grade 3)	\$706.02	\$23.13
Grade 3 (formerly grade 4) L/Hand	\$720.02	\$23.58
Grade 4 (formerly grade 5) Team Leader/Driver	\$756.35	\$24.77

(Note 1: that the above casual rates are inclusive of the casual loading and the 1/12th payment in accordance with the Annual Holidays Act 1944)

- (4) Employees employed at the date of the making of this agreement who are in receipt of Overaward payments shall receive the above wage increases upon their present wages in accordance with "Appendix 1". The rates in this agreement to apply to all new employees.
- (5) Employees who are required to work continuously in the freezer for more than four hours shall be paid a freezer allowance in accordance with subclause 8 of this clause. The allowance shall only be paid for the days an employee actually works in the freezer. The Company shall not needlessly rotate employees out of the freezer to avoid paying the freezer allowance.
- (6) Employees (including casuals) who are appointed by the Employer to routinely receive and/or re-stock for 3 or more days between Mon & Fri and are responsible for ensuring that new product is accurately receipted and put away, to facilitate efficient order picking will receive a Re-stocking Allowance of \$10.40 per week.
- (7) **Service Levels** - The parties shall establish procedures to achieve the customer's minimum key performance indicator (KPI) outcomes, to eliminate picking errors, to accurately construct and load pallets for routing and to develop other initiatives. Employees on product pick duties may be required to each consistently pick at a rate of 160 cubes per hour. As a minimum, the employees shall also strive to consistently achieve, and frequently exceed:
- 90% Perfect Orders, and
 - 99.8% Sales Compliance

(8) Allowances

- (1) The following are the amounts payable to employees who qualify for the below allowances:

ALLOWANCE	AS FROM 30 JUNE 2005	AS FROM 30 JUNE 2006	AS FROM 30 JUNE 2007
Freezer allowance	\$5.20 Day	\$5.40 per day	\$5.61 per day
Forklift allowance	\$10.40 wk	\$10.81 per day	\$11.24

Leading Hand	\$28.28 wk	\$29.41 per week	\$30.58
First aid	\$TI award	\$ as per TI Award NSW	\$ as per TI Award NSW

3.3 PAYMENT OF WAGES

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

3.4 TWO OR MORE CLASSES OF WORK

An Employee employed in a higher classification for 3 hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

3.5 SUPERANNUATION

All Employees covered by this agreement shall receive a 9% superannuation contribution of their ordinary time earnings in accordance with the Superannuation Guarantee Charge legislation.

The Company shall pay in to either the AMP Custom Super Fund or the TWU Superannuation Fund.

3.6 SHIFT ALLOWANCES

- (1) Employees engaged on afternoon, night shifts and early morning shifts shall receive an additional 17.5% on afternoon shift, 30% on the night shift and 12.5% on early morning shift on the employee's ordinary time wage rate.
- (2) For the purposes of this clause Afternoon, night shift and early morning shift shall be defined as follows:
 - (a) "Afternoon shift" shall mean a rostered shift which commences after 10am & before 4pm.
 - (b) "Night Shift" shall mean a rostered shift which commences after 4pm & before 4 am
 - (c) Early morning shift shall mean rostered shift commencing after 4 am & before 5 am.

PART 4 - HOURS OF WORK, OVERTIME, ROSTERS, AND BREAKS

4.1 HOURS OF WORK (Day and Shift)

4.1.1 Hours of Work – Full Time Day Workers

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

- (a) 38 hours per week.
- (b) All ordinary hours are to be worked within a maximum of 7.6 hrs.
- (c) All ordinary hours are to be worked between 5 am and 6 pm Monday to Friday.;
- (d) Provided that the employer and the employee may by mutual agreement in writing alter any of the above arrangements.

4.1.2 Hours of Work – Part-Time Workers

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

- (a) A minimum of 15 hours per week, and up to a maximum 30 hours per week. A part-time Employee will be paid for the hours worked each week on an hour for hour basis;
- (b) All ordinary hours are to be worked within a minimum of 4 hours per day and a maximum of 7.6 hours per day.
- (c) Provided that the employer and the employee may by mutual agreement in writing alter any of the above arrangements.

4.1.3 Hours of Work – Full Time Shift Workers

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

- (a) 152hours over a 28 day period, on any day Monday to Friday, provided the Employee will be paid for 38 hours work regardless of the number of hours worked in each week, unless the Employee is terminated;
- (b) All ordinary hours are to be worked with a maximum of 7.6 hours per day;
- (c) Employees are entitled to at least 8 rest days off work each 4 week period; rest days to be consecutive days.
- (d) Provided that the employer and the employee may by mutual agreement in writing alter any of the above arrangements.

4.2 CASUALS

Casual Employees shall be paid one thirty-eighth (1/38th) of the appropriate weekly rate plus 15% plus the 1/12th payment in accordance with the Annual Holidays Act 1944 with a minimum of four (4) hours per engagement and a maximum of 7.6 ordinary hours per engagement. A casual Employee will work a maximum of 38 ordinary hours in any one week. Provided that the employer and the employee may by mutual agreement in writing alter any of the above arrangements.

All casual hourly rates are calculated as follows:

$$\begin{array}{l} \text{Casual Loading of the} \\ \text{Ordinary Hourly} \\ \text{Base Rate} \end{array} + \begin{array}{l} \text{(Ordinary} \\ \text{(Hourly Base} \\ \text{(Rate} \end{array} \begin{array}{l} \text{Relevant)} \\ \text{X} \\ \text{Percentage)} \end{array} \begin{array}{l} \text{Applicable} \\ \text{Penalty)} = \text{Casual} \\ \text{Hourly Rate} \end{array}$$

4.3 ROSTERS

4.3.1 Rosters shall be agreed to be posted by the Employer one (1) week prior to the commencement of the roster. Employer may alter the start times of the roster to suit the operational requirements of the business at any stage. The Employer shall consult with employees in the event of a major roster change.

4.3.2 In emergent circumstances the roster may be altered.

4.3.3 The Employer and the Employee may mutually agree in writing to change a rostered shift/s.

4.3.4 Subject to the approval of the Employer, Employees may mutually agree to temporarily change a rostered shift/s. Rosters so changed will be paid for at the rates applicable to the rostered time worked by the employee.

4.3.5 Rosters shall provide a 10 hour break between rostered shifts unless otherwise agreed.

4.4 OVERTIME

4.4.1 Employees are expected to work reasonable overtime as requested.

4.4.2 *Full Time Day Workers* - All time worked in excess of the ordinary working hours per shift in accordance with clause 4.1.1 (b) or outside the rostered and or the prescribed hours in sub clause 4.1.1 hours unless otherwise agreed in accordance with sub clauses 4.3.3 or 4.3.4, shall be deemed overtime and paid for at the rate of time and a half for the first two hours and then double time thereafter.

4.4.3 *Part-Time Workers*- All time in excess of the daily, weekly, span of hours and rostered hours as set out in sub clause 4.1.2 unless otherwise agreed between the Employer and the Employee in accordance 4.3.3 or 4.3.4, shall be paid at the rate of time and a half for the first two hours and then double time thereafter.

4.4.4 *Full Time Shift Workers* - All time worked in excess of daily or weekly hours per week or outside of the daily spread of hours specified in subclause 4.1.3 (b) of clause 4.1.3 shall be deemed overtime unless otherwise agreed between the Employer and the Employee in accordance with sub clauses 4.3.3 or 4.3.4 and shall be paid at the rate of time and a half for the first two hours and then double time thereafter.

4.4.5 *Casual Employees* – All time in excess of 38 hours in any one week or in excess of the maximum daily hours in accordance with clause 4.2 in any one engagement, shall be paid at the rate of time and a half for the first two hours and then double time thereafter.

4.4.6 *Rest Period on Overtime* – Employees will be entitled to at least ten (10) consecutive hours off duty after performing overtime.

4.4.7 *Time off in lieu of Overtime* - Employees may take time off in lieu of overtime on an hour-for-hour basis, by agreement.

4.5 MEAL BREAKS

All Employees who work five hours or more on any one day shall receive a thirty (30) minute unpaid meal break at a time that will not interfere with the continuity of work.

4.6 REST PAUSES

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

PART 5 – LEAVE AND PUBLIC HOLIDAYS

5.1 ANNUAL LEAVE

- (1) All full-time and part-time Employees covered by this Agreement will at the end of each completed year of continuous service be entitled to 4 weeks annual leave payable at their ordinary rate.

Any annual leave taken will be exclusive of Statutory Holidays if it falls during a period of that annual leave.

- (2) All proportionate annual leave will accumulate at the rate of 0.0769 hours for each ordinary hour worked and will be payable either on the taking of the leave or on termination of employment with the Employer.
- (3) Unless otherwise mutually agreed, the Employer may require the Employee to take any annual leave entitlements owing on the giving of 21 days notice in writing to the Employee.
- (4) Employees will in addition to their annual leave be entitled to leave loading calculated on the basis of 25% of their annual leave entitlement at the time of taking such leave or on termination.
- (5) Annual leave applications will be approved within 7 days of application.

5.2 STATUTORY HOLIDAYS

- (1) All work done by any employee on the following days shall be paid for at the rate of double time and a-half:

Anzac Day

New Years Day
Australia Day
Easter Monday
Queens Birthday
Boxing Day
Labour Day

- (2) All work done by any employee on the following days shall be paid for at the rate of triple time:

Good Friday
Christmas Day

All work done by any employee on Union Picnic Day shall be paid for at the rate of triple time and a half.

- (3) Or any day gazetted to be a substitute for any of the preceding days.
- (4) Where agreement is reached between the Employer and the Employee in writing, the Employee may elect to work on a Public Holiday and substitute an alternate day off.
- (5) By agreement between the Employer and an Employee another day may be substituted for any of the public holidays nominated in this clause to any day proclaimed in lieu of any of the nominated holidays.
- (6) That a part-time non-casual worker whose normal roster includes a prescribed holiday should either be accorded the holiday on pay or receive the appropriate public holiday rate for work on that day.
- (7) Casual workers who are employed on prescribed holidays should be paid at the relevant holiday rate (but exclusive of any augmentation of the casual loading).

5.3 SICK LEAVE

- (1) All full-time and part-time Employees will be entitled up to 60.8 hours of sick leave upon the completion of each year of continuous service with the Employer for absences due to personal illness or care for a member of their immediate family or household in accordance with Clause 5.6 (Family Leave). Provided that sick leave for such Employees with less than 12 calendar months service, will accrue at the rate of 0.03077 hours per ordinary hour worked.
- (2) The Employee will be entitled to payment of up to 7.6 hours per day, or their normal rostered hours for the day for absences from work on account of illness if all the following conditions are met:-
- (a) where practicable, the Employee will notify the Employer at least three (3) hours prior to the commencement of their shift; and
 - (b) the Employee will produce a certificate from a duly qualified medical practitioner, or statutory declaration specifying the likely duration of the illness for absences of 2 or more days. Provided that in the case of an Employee who has more than 2 single day absences in any year of service the Employer may request a medical certificate or a statutory declaration for

each absence thereafter. Additionally the Employer may request a medical certificate or statutory declaration from an employee who is absent either immediately before or after a public holiday; and absent on a Monday or Friday (with the Monday or Friday being an ordinary day of work).

- (c) the Employee has accrued the necessary personal leave entitlements.
- (3) Sick Leave will not be payable during any period which the Employee is entitled to or is receiving compensation for an injury under the Workers Compensation Act.

5.4 LONG SERVICE

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

5.5 BEREAVEMENT LEAVE

An Employee (other than a casual employee) shall on the death of a wife, husband, mother, father, grandparents, mother-in-law, father-in-law, brother, sister, child or step-child, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the Employer. This clause includes same sex partners.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

5.6 FAMILY LEAVE

All full-time and part-time Employees who have completed 12 or more months of continuous service with the Employer will be entitled to paternity, maternity, and adoption leave in accordance with the provisions of section of the Industrial Relations Act 1996.

5.7 CARER'S LEAVE

All full-time or part-time Employee's will be entitled to access their accrued sick leave entitlements for each year of service in accordance with clause 5.3 of this Agreement to care for a sick member of their immediate family or household.

All full-time or part-time Employee's may access their extra hours accrued annual leave or apply for unpaid leave if they have exhausted their carer's leave entitlement for carer's leave purposes.

PART 6 - MISCELLANEOUS

6.1 NO FURTHER CLAIMS

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

6.2 ANTI-DISCRIMINATION

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of industrial discrimination, sexual harassment, and intimidation. All Employees of the Company acknowledge that any discriminatory conduct, sexual harassment, or discrimination on their part will be strongly disciplined with the possibility of termination of employment.

Further information on discrimination and/or sexual harassment is included in the Staff Handbook.

6.3 HOUSEKEEPING AND MAINTENANCE

Employees shall ensure that their equipment and work area are maintained in a safe, clean, tidy and efficient state, and may be requested to undertake other general yard cleaning and housekeeping duties as and when directed.

6.4 PARTIAL EXEMPTION

Provided that where a full-time Employee is being paid a salary equivalent to or more than 25% in excess of the adult wage rate for a similar class of employee within this Agreement the Employee will be excluded from the provisions of this Agreement except for the following provisions of the Agreement:

Clause 2.1	Contract of Employment
Clause 2.2	Redundancy
Clause 3.6	Superannuation
Part 5	Leave (except clause 5.2 Public Holidays)

All leave accrued under Part 5 of the Agreement will be calculated on the basis that the Employee works a 38 hour week on the wage paid to the Employee regardless of the hours worked by that Employee.

Employees appointed under this clause are required to give the Company at least 4 weeks notice in writing of their resignation or such lesser period as directed by the Company.

6.5 UNION RECOGNITION

The company recognises the TWU as being the Union that shall represent distribution facility workers covered by this agreement. The Company shall provide a delegate appointed by the union reasonable access to new employees and to facilities to carry out their union business.

6.6 UNION DELEGATES

- (1) The Employer will recognise the Union delegate who is elected by the union members on-site as the representatives of the Union.
- (2) A union delegate will be provided reasonable time with all new employees as part of their induction ,on paid time, to discuss and explain this agreement.
- (3) The Company agrees to release the elected delegate and or co-delegate to attend up to a maximum total of four (4) days union training per year provided that the union provides at least one (1) weeks notice and appriotate documentation, if required.

6.7 RIGHT OF ENTRY FOR UNION OFFICIALS

An authorised TWU representative is entitled to enter at all reasonable times upon the premises and to conduct legitimate union business on site as per Part 7 of Chapter 5 of the Industrial Relations Act (NSW) 1996 provided that the authorised representative:
Does not interfere unreasonably with the Employer's business.

6.8 PAYROLL DEDUCTIONS

The company agrees to allow weekly deduction of union fees from employees pay (by signed authorisation from relevant employee) and remitted to the relevant union.

6.9 BLUE CARD TRAINING

The company supports the training of appropriate personnel in the "Blue Card" system relating to the Transport Industry and Competency Based Trainers (or another Registered Training Organisation) will be used to provide this training.

6.10 OH&S

The company is committed to complying with all relevant Acts and Regulations to ensure the workplace is safe and without risk to health. All employees are required to co-operate with the O H & S Policy and Programs to ensure their own health and safety and the health and safety of others in the workplace.

6.11 No Precedent Value

This agreement has no precedent value and shall not be relied upon by either party in negotiations for enterprise agreements to apply to other parts of the Bidvest business.

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Appendix 1

Specific Employees to be covered by certain conditions.

Andrew Ptasznyk
Douglas Herring
Peter Nicholas
Bruce Burley

The employees listed above will have the following conditions “grandfathered” into this agreement.

- (1) Employees will not be used to return to route driving in the event of replacement of current sub contractors unless “route driver rates” are paid. The rates are listed as “Part B Monetary” rates in the MPG Logistics Pty. Ltd (Tricon) Wetherill Park Drivers Consent Award 2000.
- (2) Employees will keep the current grade levels of pay to be increased by 4% effective 1st July 2005, 4% effective 1st July 2006 and 4% effective 1st July 2007.
Andrew Ptasznyk \$28.37 per hour

Douglas Herring	\$18.55 per hour
Peter Nicholas	\$18.55 per hour
Bruce Burley	\$18.55 per hour

SIGNATORIES

FOR AND BEHALF OF PYRMONT MANAGEMENT SERVICES PTY LTD (ACN 070907952) TRADING AS BIDVEST QSR SYDNEY:

FOR AND BEHALF OF THE TRANSPORT WORKERS UNION) OF AUSTRALIA (NEW SOUTH WALES BRACH BY THEIR AUTHORISED PERSON:

Signature

Signature

Print Name

Print Name

Date

Date

Witnessed by:

Witnessed by:

Signature

Signature

Print Name

Print Name

Date

Date