

ENTERPRISE AGREEMENT

NO. EA 98/136
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DATE REGISTERED 27-3-98
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PRICE \$ 40.00
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/136

TITLE: Storeworkers - Campbells Cash and Carry Pty Limited (NSW) Enterprise Agreement 1997

I.R.C. NO: 98/1390

DATE APPROVED/COMMENCEMENT: 27 March 1998 and commenced 1 December 1997

TERM: Expires 1 December 1999

**NEW AGREEMENT OR
VARIATION: New, replaces EA76/95**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies only to storeworkers employed at Albury, 238 Kiewa Street; Brookvale, 9-13 Winbourne Road; Coffs Harbour, 14 Wingarra Drive; Fairymeadow, 91-97 Princes Highway; Leichhardt, cnr Flood & Allen Streets; Liverpool, 80-82 Orange Grove Road; Northmead, cnr Boundary and Kleins Roads; Hexam, Galleghan Road; St Leonards, 6 Frederick Street; Waterloo, Bourke Street; Tamworth, 107 Avro Street Taminda; Wagga, Nagle Street; who would otherwise be subject to the Storeman and Packers, General (State) Award

PARTIES: Campbells Cash & Carry Pty Limited -&- National Union of Workers, New South Wales Branch, The Retail Traders' Association of New South Wales



CAMPBELLS CASH & CARRY PTY LIMITED

THE NATIONAL UNION OF WORKERS

NEW SOUTH WALES BRANCH -

THIS ENTERPRISE AGREEMENT made the 1st day of December one thousand nine hundred and ninety seven between CAMPBELLS CASH & CARRY PTY, LIMITED and THE NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH, a registered Industrial Union of Employees hereinafter referred to as the "Union" and storeworkers employed at the New South Wales branches of the Company.

Whereas the representatives of the parties have met in conference and have agreed that the remuneration and conditions of employment set out hereunder and incorporated herein by reference, shall become embodied in an Agreement to be filed in accordance with the provisions of the Industrial Relations Act, 1996 and shall, in so far as the matters contained therein are concerned, regulate the relations between the parties hereto during currency of this Agreement.

And whereas it is further mutually agreed by and between the parties hereto that terms and conditions of employment set out hereunder and incorporated herein by reference shall be observed and performed by the Company, employees and the Union in respect of employment by the Company of Storeworkers.

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1. TITLE

This agreement may be referred to as the Storeworkers - Campbells Cash & Carry Pty Limited (NSW) Enterprise Agreement, 1997.

2. HOURS OF DAY WORK

- (i) The ordinary working hours of weekly employees, exclusive of meal times, shall not exceed ten hours per day nor be less than four hours per day or more than thirty eight hours per week or where appropriate, an average of thirty eight hours per week over any four week period and shall be worked on not more than five days of the week. Such hours shall be worked between 6.00am and 8.00pm Monday to Sunday, inclusive.
- (ii) Times for starting and finishing once having been set shall not be altered without giving seven days notice to the employee concerned except in the case of emergency or by mutual agreement. Provided that an earlier starting time than that provided in this clause may be introduced by mutual agreement.
- (iii) SUNDAY - All ordinary time worked shall be paid at the rate of time plus 100%.

No existing weekly employee prior to 3 October 1994, will be forced to change his/her ordinary working hours from the current Monday to Friday roster.

- (iv) Existing weekly employees will be given first preference to volunteer for other shifts which include ordinary hours of work on Saturday and/or Sunday.

All new employees engaged on or after 3 October 1994 may be required to work on any roster including weekend work to suit the need of the individual Branch.

- (iv) The Company may bank up to five rostered days off an individual employee so as to meet the needs of the Branch. The taking of the banked days shall be as mutually agreed with the individual employee concerned.

3. SHIFT WORK

- (i) For the purpose of this Clause:
"Afternoon Shift" means any shift where the ordinary hours of work finish after 8.00pm and at or before midnight.

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

(ii) **HOURS**

- (a) The ordinary working hours of shift workers shall not exceed ten hours per day or more than thirty eight hours per week or where appropriate an average of thirty eight hours per week over any four week period and shall be worked on not more than five shifts, Monday to Sunday inclusive. Provided that a night shift may commence not earlier than 10.00pm Sunday night without the payment of overtime.
- (b) Such ordinary hours shall be worked continuously except for a thirty minute break which shall be counted as time worked.
- (c) All ordinary time inclusive of shift allowances worked on Sunday shall be paid at the rate of time plus 100%.

The company may bank up to five rostered days of an individual employee so as to meet the needs of the Branch. The taking of the banked days shall be as mutually agreed with the individual employee concerned.

(iii) **COMMENCING AND CEASING TIMES**

The time of commencing and ceasing shifts once having been determined may be varied by mutual agreement to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the Company to the employees.

(iv) **AFTERNOON OR NIGHT SHIFT ALLOWANCES**

- (a) A shift worker whilst on afternoon shift shall be paid for such shift an allowance of 17½% in addition to the ordinary rate provided in **Clause 7, Wages**.
- (b) A shift worker whilst on night shift shall be paid for such shift an allowance of 27½% in addition to the ordinary rate provided for in **Clause 7, Wages**.
- (c) Shift work allowances shall not be decreased by virtue of a shift worker's absence from work on account of a public holiday, or if absent on annual leave, accrued sick leave, bereavement leave or jury service.

(v) **OVERTIME**

Shift workers for all the time worked in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid at the rate of time and a half for the first two hours then double time thereafter.

Such overtime rates shall be in substitution for and not cumulative upon shift allowances prescribed in subclause (iv) hereof.

NOTE: See subclause (v) of **Clause 14, Overtime**, for the rest periods after overtime.

(vi) REQUIREMENTS TO WORK REASONABLE OVERTIME

The Company may require employees to work reasonable overtime to meet the needs of the business.

(vii) SUNDAYS AND PUBLIC HOLIDAYS

Shift workers for all overtime on Sunday or holiday shall be paid at the rate prescribed by **Clause 19, Holidays**, or **Clause 20, Sunday Work**, of this Agreement in lieu of the shift allowances prescribed in this Clause. Where shifts commence between 10.00pm and midnight on a holiday, the time so worked before midnight shall not entitle the employee to the holiday rate; provided that the time worked by an employee on a shift commencing between 10.00pm and midnight on the day proceeding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

4. DEFINITIONS

“Storeworker 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 our necessary paperwork relative to such work and in the course thereof may be required to operate computers or any mechanical, electrical or other power driven appliance.

“Fork Lift Driver” shall mean a Storeworker who is principally engaged in driving a fork lift truck and who holds, for the purpose, a certificate of competency under Section 17 of the Construction Safety Act 1912 as amended.

“A week” for all purposes of this agreement and relevant legislation shall be an average of thirty eight hours over any four or five days, Monday to Sunday inclusive.

5. FLEXIBILITY OF WORK

The Company may direct an employee to carry out such duties as are within the limits of the employee’s skill, competence and training.

6. ENTERPRISE CONSULTATIVE MECHANISM

At each branch there shall be established a consultative mechanism and procedures appropriate to the size of the branch, its structure and needs for consultation and negotiation on matters affecting efficiency and productivity.

Such matters that may be discussed are:-

- Checkout operations by single employees
- Cash tendering at checkouts
- New technology and practices
- More flexible working arrangements

7. WAGES

The weekly wage for employees covered by this Agreement subject to alteration as provided by this Agreement shall be set out hereunder:

(i) **ADULTS**

Classification	On Ratification \$	6 July 1998 2% \$	1 February 1999 2% \$
Storeworker	496.60	506.50	516.60
Storeworker/Fork	508.60	518.80	529.20
Fork Driver	521.00	531.40	542.00
Receiver or Store Supervisor	536.10	546.80	557.70

(ii) Junior storeworkers receive the following percentages of the "Storeworkers" classification.

Age	Percentage
At 16 & under	50
At 17	60
At 18	70
At 19	80
At 20	90

Rates are calculated to the nearest 10 cents.

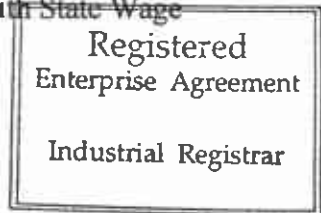
(iii) Junior employees employed prior to 1 December 1997 will have their weekly wage calculated on the following scale:-

Age	Percentage of Storeworker
At 17 and under	60
At 18	70

This provision operates until the individual employees weekly wage calculated under subclause (ii) exceeds the wage calculated under the subclause.

(iv) Juniors employed in any other class of work to that described in subclause (ii) shall receive the appropriate adult rate.

- (v) A clothing allowance of \$4.00 per week shall be paid to all weekly employees. Where a uniform is provided the allowance shall be a compensation for laundry.
- (vi) Wages payable under this clause are operative for a period of 24 months from the date of operation of this Enterprise Agreement and the increases provided herein are to the exclusion of any other wage increases except where consistent with ~~State Wage~~ Principles.



8. PART TIME EMPLOYEES

- (i) Part time employees may be engaged and shall be regularly employed for a fixed number of ordinary hours per week, at minimum of 4 hours per day, with a minimum of 16 hours per week and a maximum of 32 hours per week.
- (ii) Part time employees shall be paid at the hourly rate equivalent of the appropriate weekly rate prescribed by **Clause 7, Wages** of this Agreement.
- (iii) Part time employees shall be entitled to all the conditions of this Agreement on a proportionate basis to the ordinary hours worked.
- (iv) Existing employees at 3 October 1994 may, if they wish, volunteer for part time positions that may become available.

9. FREEZER ALLOWANCES

- (i) If employed as full time in the freezer - \$23.90 per week extra, \$24.20 from 6 July 1998 and \$24.70 from 1 February 1999.
- (ii) If employed on an occasional basis in the freezer - \$7.40 per week extra, \$7.50 from 6 July 1998 and \$7.70 from 1 February 1999.
- (iii) If relieving on freezer work as described above, the employee shall receive a pro-rata payment as appropriate.
- (iv) The Company shall provide suitable freezer protective clothing which shall remain the property of the Company.
- (v) For the purpose of this clause, a freezer means a room where the inside temperature falls below 0 degrees centigrade.
- (vi) This clause shall not apply to work associated with or in the dairy or cool room.

10. FIRST AID

A proper first aid kit shall be maintained. The qualified first aid attendant shall receive \$13.50 per week extra, \$13.80 from 6 July 1998 and \$14.10 from 1 February, 1999.

11. CASUAL EMPLOYEES

- (i) Casuals may be employed in any class of work at the hourly equivalent of the appropriate weekly rate plus a 15% loading, Monday to Sunday inclusive.
- (ii) Pro-rata holiday pay being 1/12th of ordinary earnings shall also be paid in the hourly rate above.
- (iii) Casuals working on Sunday shall receive an extra loading of 50 per cent (50%).
- (iv) A minimum payment of four hours shall be paid for each start.
- (v) Existing casuals as at 1 December 1997 who work regularly on a Saturday will for time worked on Saturday have their existing total hourly rate saved until the new casual rate under this Agreement exceeds the dollar value of that saved hourly rate.

12. PAYMENT OF WAGES

- (i) All employees shall be paid during working hours on a day not later than Thursday of each week. Casual employees shall, where practicable be paid at the termination of their engagement.
- (ii) Wages will be paid by Electronic Funds Transfer into a financial account of the employees choosing and any costs associated with an employee running the financial account are contemplated in the wages paid under this Agreement.
- (iii) EFTPOS will be available for all employees at the workplace.

13. MIXED FUNCTIONS

An employee employed for two hours or more per day or ten hours or more per week for work other than that on which he is regularly employed and for which a higher rate of pay is provided for herein shall receive such higher rate of pay for the whole day or the whole week as the case may be, whilst so employed. If employed for less than two hours on any day he shall receive such higher rate of pay whilst so employed.

No employee shall suffer any reduction in wages if temporarily employed on work other than that on which he regularly is employed and for which a lower rate of pay is provided for herein.

14. OVERTIME

- (i) Overtime shall mean all time worked:-
- (a) Before an employees rostered starting time or after an employees rostered finishing time, Monday to Sunday inclusive as provided within **Clause 2, Hours of Day Work** or **Clause 3, Shift Work**, of the Agreement.
 - (b) Outside the ordinary spread of hours prescribed in **Clause 2, Hours of Day Work**, or **Clause 3, Shift Work**, of the Agreement.
 - (c) Outside the specified maximum hours prescribed in the said Clause 2 or Clause 3 of this Agreement.
- (ii) Overtime shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Employees who have been notified of the intention to work overtime on a Saturday shall be paid for a minimum of 4 hours even if such 4 hours are not worked. Provided that if any employee is notified to work more than 4 hours and then is not required to work those hours, the minimum payment shall be the period of the original notification.
- (iv) The Company may require employees to work reasonable overtime to meet the needs of the business.
- (v) When overtime work is necessary, it shall , wherever reasonably practicable, be arranged so 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 his ordinary hours on one day and the commencement of his ordinary work on the next day that he has not had at least ten consecutive hours off duty, between those times shall, subject to this subclause, be released after completion of such overtime until he has had ten consecutive hours off duty without 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 he shall be paid at double rates until he has been released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This sub-clause shall not apply in respect to overtime worked on Saturday and/or Sunday.

15. MEAL HOURS

- (i) Not less than thirty minutes or more than one hour between the hours of 12 noon and 2.00m shall be allowed for lunch, such meal break to be unpaid. The time for partaking thereof shall be fixed by the Company but once having been fixed shall not be altered without seven days notice.

- (ii) An interval of not less than thirty minutes between 5.00pm and 6.30pm shall be allowed for tea.
- (iii) An employee required to work overtime on a Saturday, Sunday or public holiday, other than as provided in subclause (iv) 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.
- (iv) An employee required to work overtime for a period of between eight and ten hours between the hours of 6.00am and 8.00pm on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and, in that case, the provisions of subclause (iii) of this clause shall not apply.
- (v) Provided that the Company and its employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.
- (vi) This clause applies to weekly and part time employees only.



16. MEAL HOUR RATES OF PAY

- (i) Meal hours, if worked, shall be paid at the rate of double time, provided that this rate shall not apply to the tea hour if work ceases within one hour after finishing time.
- (ii) Employees working any portion of the 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.

17. MEAL ALLOWANCE

- (i) An employee who works overtime on any week day beyond one hour after the normal ceasing time, shall be paid on such day \$7.50 as a meal allowance. Such payment shall be made prior to the commencement of the meal time on the day overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he shall be paid an amount of \$7.50.
- (ii) Where a shift worker works overtime for more than one hour prior to the normal commencing time of his shift, he shall be paid a meal allowance of \$7.50.
- (iii) A day worker who works overtime prior to 6.00am on any one day shall be paid a breakfast allowance of \$7.50.
- (iv) Should an employee undertake to work overtime nominated by the Company and then fail to work the full period of overtime so nominated he shall forfeit from any moneys owing to him the meal allowance.

Providing that this subclause will not apply to a day worker who is no more than ten minutes late to work the nominated period of overtime prior to his normal starting time due to exceptional circumstances that are accepted by management as bona-fide.

18. CRIB TIME

Where work performed by a day worker is to continue after 9.00pm, a break of thirty minutes shall be allowed from 8.30pm and such time be counted as time worked.

19. HOLIDAYS

- (i) The following holidays or the days upon which they are observed shall be allowed to all weekly employees without deduction from the weekly pay viz: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queens Birthday, Christmas Day and Boxing Day together with all other statutory and/or gazetted public holidays for the State.
- (ii) In addition to the holidays prescribed in subclause (i), weekly employees shall be entitled to an additional holiday each year. By mutual agreement of the manager and individual employee, the additional day may be taken at any time or be added to annual leave, or be paid one day's pay in lieu.
- (iii) For time worked on any holiday, other than Christmas Day and Good Friday, double ordinary rates shall be paid in addition to the weekly wage 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 wage with a minimum of four hours.
- (iv) Where an employee is rostered so that he does not work his ordinary hours on the same days each week and the employees rostered leisure day falls on a public holiday prescribed in subclause (i) of this clause, the employee shall be entitled to one substituted day.

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

20. SUNDAY WORK

Overtime performed on a Sunday shall be paid at the rate of double time and a half with a minimum of four hours provided that if an employee is notified 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.

21. ANNUAL LEAVE

- (i) See Annual Holidays Act, 1944, as amended.

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- (ii) An employee at the time of this entering upon a period of annual leave, in accordance with said Annual Holidays Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of a loading of 25 percent (25%), including shift allowance where appropriate.
- (iii) The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee's outstanding at the time of termination.
- (iv) The provision of subclause (iii) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

22. LONG SERVICE LEAVE

See Long Service Leave Act, 1955, as amended.



23. SICK LEAVE

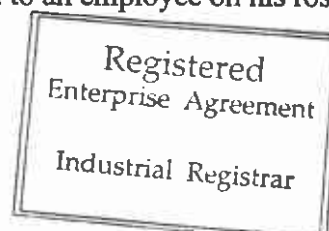
- (i)
 - (a) An employee for the time being working under this Agreement who, after not less than three months continuous service with the Company is unable to attend for duty during his ordinary working hours by reason of personal illness or incapacity arising from injury within the Workers Compensation Act, 1987, as amended, not due to his own serious or wilful misconduct shall be entitled to be paid at ordinary time rates for the time of such non-attendances, provided that he shall not be entitled to be paid leave of absence for any period in respect of which he is entitled to workers compensation. Provided however that once an employee has had three months continuous service with the Company he shall be paid for any absence due to illness that occurred during the first three months.
 - (b) An employee shall, within twenty four hours of the commencement of such absence, inform the Company of his inability to attend for duty and, as far as possible, state the nature of the injury or illness, and the estimated duration of the incapacity.
 - (c) An employee shall prove to the satisfaction of the Company, or, in the event of a dispute, the Industrial Relations Commission of New South Wales, that he is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
 - (d) An employee shall not be entitled to sick leave in excess of the following:
 - In the first year of employment - 44 hours.
 - In the second year and up to and including the fourth year of employment - 60 hours.
 - In the fifth year and thereafter - 72 hours.

- (e) The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any one year may, subject to conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in a subsequent year of employment.
 - (f) An employee shall not be retired on the grounds of ill health until his accumulated sick leave credits have been exhausted or unless the cash value of the accumulated sick leave credit has been paid to the employee on termination of employment.
 - (g) On termination, an employee shall be paid a cash bonus representing the value of sick leave not expended. The conditions for payment shall be as previously agreed in that the sick leave referred to is that leave accumulated prior to 1 December 1997.
 - (h) Where an employee has a pre 1 December 1997 accumulated credit of at least 200 hours sick leave as at 30 November each year, that employee has the option to claim payment of a cash bonus which is the equivalent of and is in exchange for 120 hours of that accumulated credit. This will be paid out in early December. The onus will be on the employee to approach his Manager no later than 30 November with a request that payment be arranged.
- (ii) For the purpose of this clause continuous service shall be deemed not to have been broken by:
 - (a) Any absence from work by reason of leave granted by the Company.
 - (b) Any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall in each case be upon the employee.
 - (iii) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
 - (iv) An employee who is absent without leave on the working day before or working day after the rostered leisure day shall be liable to forfeit wages for that day except where the employee produced medical evidence that is satisfactory to the Company, to the extent that his absence was caused through personal illness or injury.
 - (v) Employees under this Agreement shall in any year of employment be allowed the first two separate single days absence on account of personal illness or injury without production of proof of such illness or injury.

All other sick leave shall be subject to proof as provided in subclause (i) (c) of this clause.

Provided that where the Company has reasonable proof to suspect that an employee has abused his entitlement under this subclause, the Company and the Union shall investigate and discuss the matter.

- (vi) Entitlements under this clause do not extend to an employee on his rostered leisure day.



24. BEREAVEMENT LEAVE

- (i) An employee shall, on the death of a wife, husband, father, mother, brother, sister, child, step-child, grandchild, parent-in-law, foster parent or grandparent, be entitled on notice to leave 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 three ordinary working days. 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 an employee in five ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral he shall be entitled to one day only, unless he can demonstrate to the company that additional time up to a period of three days was justified.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

For the purpose 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.

- (ii) Entitlements under this clause do not extend to an employee on his rostered leisure day.

25. FARES AND TRAVELLING TIME

Employees temporarily transferred shall be reimbursed any fares or expenses involved together with payment for all extra time spent travelling.

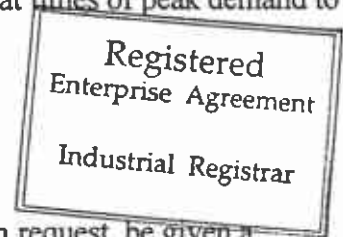
26. TERMS OF ENGAGEMENT

- (i) Except as to casual employees, full-time and part-time employment shall be on a weekly basis.
- (ii) Employment of full-time and part-time employees during the first month of service shall be from day to day at the weekly rate terminable by a moments notice on either side but the Company shall indicate clearly to an employee at the time of engagement whether he is being engaged as a full-time, part-time or casual employee.
- (iii) Subject as provided elsewhere in this Agreement employment shall be terminated by a week's 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 wage in lieu of notice.
- (iv) Notwithstanding any provision of subclause (i), (ii) and (iii) of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.

- (v) All employees are required to work to the operational systems of the Branch and observe Company procedures as laid down by management.
- (vi) Employees may be required to work after their normal ceasing time to attend to customers then in the Branch or in connection with the closing of the day's business.

If the time so worked is overtime, it shall be paid at overtime rates with any time less than fifteen minutes counted a fifteen minutes and any time beyond fifteen minutes counted as thirty minutes.

- (vii) All employees under this Agreement shall, when returning to work after an absence, report to their Manager and inform the Manager of the reason for absence.
- (viii) As part of the agreed offsets for the 1987 Second Tier wage increase, the following general conditions apply:
 - (a) Elimination of all walking or washing time where existing and all employees are to work up to their official ceasing time.
 - (b) Co-operation of employees with Branch Management at times of peak demand to maintain and improve service to customers.



27. GENERAL PROVISIONS

- (i) Each employee on the termination of his employment shall, on request, be given a statement in writing signed by the Company stating the position held by the employee and his length of service.
- (ii) Adequate waterproof clothing shall be provided to all employees when working in the rain.
- (iii) 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.
- (iv) Employees shall be allowed a ten minute morning tea break. The Company acknowledges the need of employees to comfort breaks as the need arises.
- (v) Parental Leave - see Industrial Relations Act, 1996
- (vi) Workers Compensation - see Workers Compensation Act, 1987, as amended.

Leisure days do not accrue whilst on workers compensation.

- (vii) The parties to this Agreement acknowledge the present training provided by the Company to its employees is appropriate to meet the needs of the enterprise.

28. UNION DELEGATE

Where an employee is elected by his fellow employees as a Union delegate and his name forwarded, in writing, by the Union to the Company, the said Union delegate shall be allowed such time as is necessary to interview the Company or its representatives on matters affecting the employees he represents.

29. DISPUTE SETTLING PROCEDURE

- (i) Any dispute arising out of employment shall be referred by the Union delegate to the Company representative appointed for this purpose.
- (ii) Failing settlement at this level between the Company and the Union delegate on the job the Union delegate shall refer the dispute within twenty four hours to the Union organiser who will take matter up with the Company.
- (iii) All efforts shall be made by the Company and the Union organiser to settle the matter but failing settlement, the Union organiser shall refer the dispute to the Union Secretary and the Company shall refer the dispute to The Retail Traders Association of NSW and the Union Secretary shall take matter up with the Association.
- (iv) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (v) At any time, either party shall have the right to notify a dispute to the Industrial Relations Commission of NSW.

30. COUNSELLING PROCEDURE

- (i) Where an employee's attendance and punctuality of attendance is not to the satisfaction of the Company, the employee shall be entitled to two separate warnings.
- (ii) Such warnings shall be given formally and shall be in writing. A copy of the warning report shall be given to the Secretary of the Union.
- (iii) The Union delegate or co-delegate or alternate of the shift in question shall be present at the time of the warning.
- (iv) If following the aforesaid warnings the employee's attendance and punctuality of attendance remains not to the satisfaction of the Company the employment may be terminated forthwith.
- (v) The procedure outlined in the clause shall be adopted in respect to the issue of work performance.

31. JURY SERVICE

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

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's agreement rates of pay as if working.

An employee shall be required to produce to the Company proof of jury service fees received and proof of requirements to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

- (ii) Entitlements under this clause do not extend to an employee on his rostered leisure day.

32. ATTENDANCE AT REPATRIATION CENTRES

- (i) 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:

- (a) Such time lost does not exceed four hours on each occasion.
- (b) Payment shall be limited to the difference between ordinary wage rates for time lost and payment received from the Department of Veteran Affairs as a result of each visit.
- (c) The employee produces satisfactory evidence to the Company that he is so required to and subsequently does attend a repatriation centre.

- (ii) Entitlements under this clause do not extend to an employee on his rostered leisure day.

33. RIGHT OF ENTRY

See Industrial Relations Act, 1996 (Part 7).

34. BASIS OF AGREEMENT

- (i) (a) This Agreement is entered into by the Company and its employees together with the Union without any duress. Further, all parties accept and will honour in full the terms of Agreement.
- (b) There will be no claims or alterations to any of the terms of the Agreement prior to 1 December 1999.

- (ii) This Agreement, or any part thereof, shall not be used by the Company as evidence or example before any Court or Tribunal in respect of proceedings by or against any other employer or Union.

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Enterprise Agreement
Industrial Registrar

35. UNION RECOGNITION

- (i) It is the recommendation of Campbells that all its employees subject to this Agreement join the National Union of Workers, NSW Branch. Accordingly, the Company undertakes to positively promote union membership at the point of recruitment by strongly recommending that all employees join the National Union of Workers.
- (ii) All employees shall be given an application form to join the Union at the point of recruitment.
- (iii) Campbells undertakes upon authorisation to deduct Union membership dues, as levied by the Union in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the Union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members accounts.

36. AREA, INCIDENCE AND DURATION

- (i) This agreement applies to all storeworkers covered by **Clause 4, Definitions**, hereof, other than salaried staff or staff employees, employees to work at Branches conducted by the Company in New South Wales.

It shall not apply to the branch at Orange NSW, whilst the Company and the employees thereat are bound by the terms of the Enterprise Agreement No. 222 of 1996.

- (ii) The parties accept that this agreement has been reached without duress.
- (iii) This agreement shall operate from the ^{1 December 1997} ~~date of registration~~ until 1 December 1999 but may be re-opened for re-negotiation not earlier than 1 September 1999.
- (iv) This agreement rescinds and replaces Enterprise Agreement No. 76 of 1995, and to the extent of any inconsistency between this agreement, previous agreements and the Storeman and Packers General (State) Award, this agreement shall prevail.
- (v) Pursuant to Section 42 of the Industrial Relations Act, 1996, this Agreement continues in force until varied, rescinded or terminated.

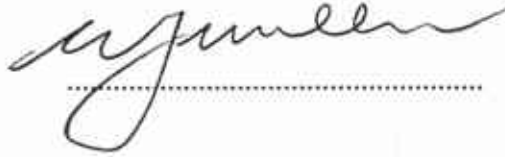
Signed for on behalf of
The National Union of
Workers NSW Branch

Signed for on behalf of
Campbells Cash & Carry
Pty. Limited

Registered
Enterprise Agreement
Industrial Registrar



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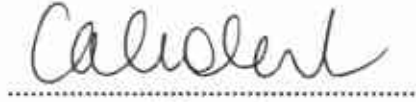


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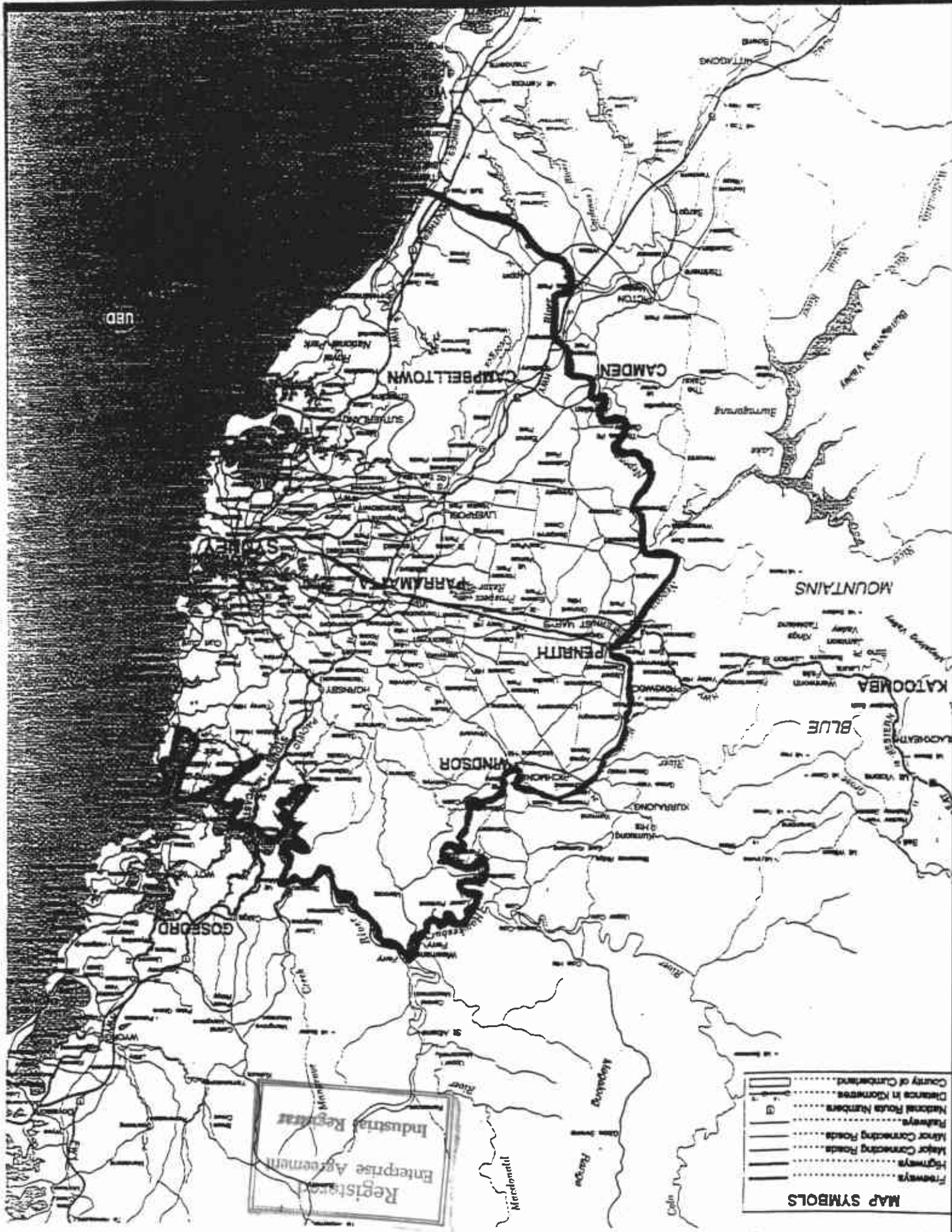
(Witness)

CAMPBELLS CASH & CARRY PTY LIMITED



NEW SOUTH WALES

027	ALBURY	238 KIEWA ST
02	BROOKVALE	9-13 WINBOURNE ROAD
24	COFFS HARBOUR	14 WINGARRA DRIVE
74	FAIRYMEADOW	91-97 PRINCES HWY
22	LEICHHARDT	CNR FLOOD & ALLEN STS
83	LIVERPOOL	80-82 ORANGE GROVE RD
07	NORTHMEAD	CNR BOUNDARY & KLEINS RDS
63	HEXAM	GALLEGHAN RD
12	ST LEONARDS	6 FREDERICK ST
21	WATERLOO	BOURKE ST
81	TAMWORTH	107 AVRO ST TAMINDA
82	WAGGA	NAGLE ST



UBD

MAP SYMBOLS

- Freeways
- Major Connecting Roads
- Major Connecting Roads
- Major Connecting Roads
- National Route Numbers
- Distance in Kilometres
- County of Cumberland

Enterprise Agreement
Industrial Registrar