

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/275

**TITLE:** Sara Lee Clothing Kingsgrove Warehouse Enterprise Agreement 1998

**I.R.C. NO:** 98/5169

**DATE APPROVED/COMMENCEMENT:** Approved 22 October 1998 and commenced first full pay period on or after 13 October 1998

**TERM:** Expires 9 August 2000

**NEW AGREEMENT OR VARIATION:** New. Replaces EA 97/185

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees covered by the Storemen and Packers General (State) Award at the NSW State Branch and the Stores Leading Hand, Bellambi Plant

**PARTIES:** Sara Lee Clothing Company Pty Limited -&- National Union of Workers, New South Wales Branch

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### 3. *Context of the Agreement*

This agreement formally embodies the commitment of Sara Lee Clothing Company, the National Union of Workers, NSW Branch and the Textile Clothing and Footwear Union of Australia, NSW Branch, to co-operate positively to increase the efficiency, productivity and competitiveness of Sara Lee Clothing, in a way which will enhance the career opportunities, quality of working life and job security of employees.

Each of the parties to this Agreement recognises that they have *specific obligations to* achieve the above common goals.



#### **The company is committed to:**

1. Providing information about the Company and conditions at the workplace which affect the jobs of employees
2. Ensuring that no employee is required to do a task for which they have not received appropriate training
3. Providing a safe, healthy working environment
4. Provide training in line with business requirements so that all employees who are interested can participate
5. Provide opportunities for learning and skill development for all employees

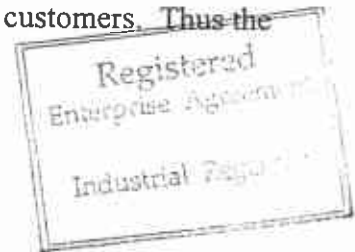
#### **The Employees are committed to:**

- 1 Participate in training arrangements toward the improvement in skills in both direct and indirect skills, as well as the training towards the introduction of skills in teamwork. Whilst some training will be compulsory, eg. Legislative, skills training will not be.
- 2 Work within all established safe working practices
- 3 Maintain a high standard of behaviour particularly in regard to punctuality, attendance, safety and active support of team development.

## 4. Purpose of the Agreement

The objective of the Sara Lee Clothing Kingsgrove Warehouse Agreement is for all employees, the NUW, NSW Branch, the TCFUA, NSW Branch and the Company to build a long-term future for our business and our employees

All parties to this agreement recognise that the long term future of the company is dependent upon the Company's capacity to achieve a level of competitiveness to retain and increase its market share and its ability to service its customers. Thus the aims for the parties to this agreement are to achieve:



### For the Employees

- Security of employment
- Opportunities to participate in training and retraining development programs
- Improvements in conditions of employment and remuneration related to broadening of job responsibilities and branch productivity
- Participation in the consultation process
- Access to fulfilling jobs within the agreed career structure

### For the Customers

- Reliable delivery of high quality, good value products
- Competitively priced products
- Product, service and support that best meet customer requirements

### For the Company

- Confidence in investments in a highly productive Company offering attractive profit returns
- Reduction of overall costs in the business over the period of the agreement by:
  - improved work flexibility that will result in our ability to respond to our customer's needs more efficiently

The common goal and focus of all parties to the agreement is to maintain and grow a long term Australian garment manufacturer and supplier that is competitive with Australian and overseas suppliers.

5. *Scope and Duration of the Agreement*

The agreement will apply to Warehouse and Embroidery Employees in NSW State Branch and the Stores Leading Hand, Bellambi Plant. The signatories to the agreement are:

- The Sara Lee Clothing Company Pty Limited
- National Union of Workers, NSW Branch
- Textile Clothing and Footwear Union of Australia, NSW Branch



This agreement overrides any unregistered site arrangements.

General industrial issues arising outside the NSW Branch will not be used to adversely affect their operation for the life of this agreement.

All parties recognise that many employment terms and conditions are regulated by appropriate legislation. Where a matter is not mentioned in the Agreement it is understood that the appropriate legislation requirements apply, eg. Annual Leave Act

This agreement should be read in conjunction with the relevant awards for our employees. These include:

Storeman and Packers General (State) Award  
The Clothing Trades Award, 1982

Where this agreement contradicts an award, the agreement takes precedence over the Award.

6. *Duration of Agreement*

This agreement shall come in force from the beginning of the first full pay period on or after 13 October 1998 and shall remain in force until 9 August 2000. The Agreement shall be instigated from the date on which it has been voted on and accepted by all employees covered and shall remain in force at the expiration at 9 August 2000 until renegotiated by the parties. The parties agree that pending the expected mutually beneficial outcome of the agreement, they will commence negotiation towards a further agreement three months prior to this current agreement period ending.

7. *Job Security*

The Company guarantees that for the term of this agreement there will be no retrenchment of permanent employees covered by this agreement because of increased efficiencies and/or flexibility arising from this agreement.

## 8. *Communication of the Agreement*

A copy of this agreement shall be posed by the company in a prominent and accessible place.



All site union delegates will receive a printed copy for their use.

Any other employee who is interested will also receive a copy for his or her own use.

Any new employee will receive a copy upon joining Sara Lee Clothing Kingsgrove Warehouse or Stores area, Bellambi Plant.

## 9. *Contract of Employment*

Employees will be engaged on full time, part time or casual basis.

### *New Employees*

The introductory period for new permanent employees will be a three (3) month probationary period. During this time performance will be evaluated against the skills required in the grade classification. Induction and required skills training will occur during this period.

### *Termination of Employment*

Termination of employment will be a Clause 7 of the Storemen and Packers General (State) Award.

### *Abandonment of Employment*

The absence of an employee from work for a continuous period exceeding three working days without consent of the Company or without notification to the Company shall be evidence that the employee has abandoned employment.

Termination of employment by abandonment shall operate as from the date of the last attendance at work or the last day's absence approved by the Company, whichever is latter.

## *Casual Employees*

Employees may be engaged as full time, part time or casual. All casuals will be offered full time employment after 3 months continuous service.

Casuals will be utilised where necessary to make up for shortages of labour during specific periods or for peak work loads. A 15% ceiling is placed on all casual employment of employees covered by this award. By agreement between the Branch Manager and Union Delegate, an increase in the amount of casuals for peak periods or to cover leave can be made.

A casual employee shall be employed under the terms of the Storeman and Packers General (State) Award. Casual employees will be paid Enterprise Agreement wage rate plus 23.5% casual loading.

The employment of a casual worker may be terminated by the employer or the casual worker giving one hour's notice.

## *10. Hours of Work*

The daily spread of hours shall be 6.30 am to 5.30 pm, Monday to Friday inclusive.

With a greater spread of hours, employee's will work, 6.30 am to 3.00 pm or alternatively 7.30 am to 4.00pm, Monday to Friday.

Employees working predominantly in dispatch will work 7.30 am to 4.00 pm. The company will provide employees with 7 days notice between working hours. No employee will be asked to change rosters more than twice per month.

Employees will work a 19-day month with 1 RDO per month, either Monday or Friday determined at the beginning of this agreement. Only with consent of both parties can the day for an employee's RDO be changed. Occasionally, for special circumstances employees may take either Tuesday, Wednesday or Thursday as their RDO, but the day must be within that pay week.

Employee's asked to work on their RDO have the choice of payment at overtime rates or with agreement between the parties take an alternate day. Employees can only accrue 2 RDO's which must be taken before 31 December each year.

If an employees RDO falls on a public holiday, all parties agree that if the RDO was Monday, a Tuesday should be taken, if the RDO was Friday, a Thursday should be taken.

**Bellambi** – Bellambi employees will continue to work the hours required by the manufacturing operation.



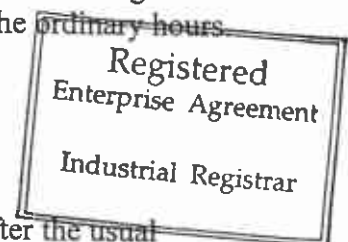
## *Breaks*

Where the company determines it appropriate, breaks will be staggered to enable production to remain continuous. Change in meal breaks will be agreed to by the parties or upon notice by the company giving 7 days notice.

For work in ordinary hours there will be a paid 10-minute morning tea break and an unpaid 30-minute lunch break.

Where overtime is to be worked at the end of ordinary hours there is to be a 10 minute paid break on overtime rates provided the overtime continues for more than 1 hours and less than 3 hours.

Where overtime is to be worked at the end of ordinary hours and is to be longer than 3 hours, an unpaid break of 30 minutes must be taken at the end of the ~~ordinary hours~~.



## *11. Tea Money*

An employee required to work overtime for more than one hour after the usual ceasing time or beyond 6.00pm (whichever is the later) on any day, Monday to Friday inclusive, shall either be supplied with an adequate recognised evening meal by the employer from an established canteen on the premises or paid \$8.00

If the notice is given and overtime is not worked (except as a result of a breakdown in machinery or plant), the tea money prescribed shall be paid.

Any dispute under this clause as to the suitability of a canteen meal supplied shall be referred to a Board of Reference.

## *12. Labour Flexibility*

As the Kingsgrove Warehouse is now a State Branch, employees may perform a wider range of duties provided they have the skills to do so and it is safe and legal to perform the tasks involved.

Where duties overlap between departments, eg dispatch and picking and packing, (as long as it is within the grade level) each employee will provide the service where and when needed on a day to day basis.

Employees should show initiative in their day to day work, and can be directed in specific tasks by their leading hands and Branch Manager.

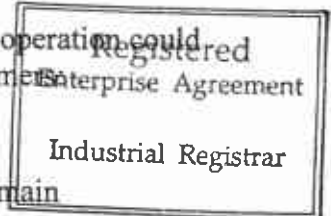
### 13. *Co-operation between Departments*

The agreement has the objective of implementing work practices that will provide more efficient and flexible work arrangements: improving the efficiency and productivity of the enterprise and enhancing skills and job satisfaction.

Our aim is to implement work practices, which will see increased co-operation between departments. Employees may be required to assist in other areas under unique or unforeseen circumstances after consultation with the relevant delegates.

The following examples (not all-inclusive) are areas in which this co-operation could significantly benefit the Branch and its ability to provide for its customers.

- Opening and closing of the warehouse facility
- For the purpose of the Annual Stocktake, current practices will remain



All parties agree that the retail shop will be seen as another customer, which requires service from the warehouse, eg. Delivery of stock

Once appointed, those employees will predominantly work in the retail shop, but may be asked to perform warehouse functions. These employees will be responsible for taking cash and credit sales from customers, stocking shelves, etc.

### 14. *Skills Based Classification Structure*

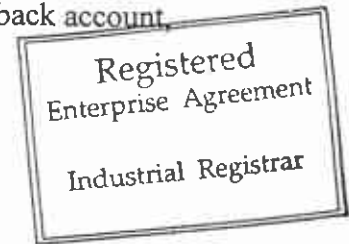
The Grading structure has been agreed by all parties based on either the Storeman and Packers General (State) award or the Clothing Trades award (depending on the employee).

Once the needs of the business are established, including requirements of the number of employees on Grade 2, 3 & 4, employees can progress through skill levels subject to the availability of training and competency.

An appeal may be made by an individual in relation to their ability to move through the classification structure when an opportunity arises for training, a new position or reclassification. Clause 23, Dispute Settling Procedure should be followed when an appeal is made.

## 15. Wages

All wages of all employees are paid weekly by Electronic Funds Transfer. On or prior to pay day, the Company provides all employees with details in writing of their gross pay, deductions, the net amount credited to the nominated bank account, superannuation payments for the pay period.



### *Variation to wages*

Wage movement will be in lieu of National Wage increases. During the period August 1998 to August 2000 no general wage increases will be made during the life of this agreement apart from those provided in this clause.

A wage increase based on SBCS grades has been agreed to as part of this agreement. This will be phased in 3 stages.

Level 1 – 9% total wage increase

Level 2 – 9% total wage increase

Level 3 – 9% total wage increase

Level 4 – 9% total wage increase

#### 1<sup>st</sup> Increase

Upon agreement by the majority of employees to this Enterprise Agreement, the first increase of 4% will be paid. (The relevant pay rates are included in Appendix 1)

#### 2<sup>nd</sup> Increase

The second increase of 3% will be paid from the first pay period commencing on or after the 9<sup>th</sup> August 1999. (The relevant pay rates are included in Appendix 1)

#### 3<sup>rd</sup> Increase

The third increase of 2% will be paid from the first pay period commencing on or after the 9<sup>th</sup> February 2000. (The relevant pay rates are included in Appendix 1)

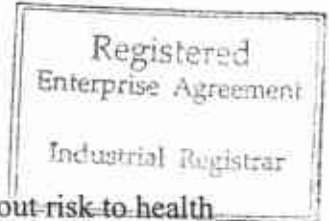
## 16. *Employee Health and Safety*

### *Company and Employee Responsibility*

All parties recognise their responsibility to adhere to the terms and provisions of the NSW Occupational Health and Safety Act.

The company agrees to the following responsibilities:

- ❖ Ensuring employee's health, safety and welfare to work
- ❖ The maintenance of machinery and systems that are safe and without risk to health
- ❖ Provision of information on any aspect of machinery or substances
- ❖ Training and instruction as is necessary to ensure health & safety of employees at work



All employees agree to the following responsibilities:

- ❖ Follow all reasonable safety procedures and practices
- ❖ Take reasonable care for the health and safety of other people at work who may be affected by their acts or omissions at work
- ❖ Co-operate with the Company so far as necessary for the Company to meet its requirements for ensuring the health, safety and welfare of all employees.

In addition, Sara Lee Clothing has undertaken to design and implement an Employee Assistance Program, accessible to all employees and with the specific purpose of taking a pro-active approach to employee health and welfare.

### *First Aid*

Sara Lee Clothing has a commitment to provided first aid treatment to all employees as quickly as possible in the event of an injury or accident at work. For this reason, employees are trained and paid as First Aid Attendants in every site. The payment for this skill is \$8.30 per week to each person who is trained and recognised as a First Aid Attendant at Kingsgrove.

### *Rehabilitation*

The Company is committed to the prevention of injuries and work related illness. To ensure the safe, early return to meaningful employment Sara Lee Clothing is committed to providing a Rehabilitation Program for all injured workers.

The company will ensure that rehabilitation will commence as soon as possible after an injury. The rehabilitation program must also have the co-operation of the injured employee.

It is the responsibility of all employees to report work related injuries to their Supervisor, First Aid Attendant or an OH & S Committee member immediately.

Any employee who has had an injury and is on restricted duties due to the injury will not be permitted to work overtime, unless the Branch Manager and the employee agree that it is safe to do so.

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## *Work Related Injuries*

An employee who is injured at work and is not able to continue working will be paid according to the NSW Workers Compensation Act 1987.

The Act required the Company to:

1. Process and send all paperwork to the Insurance Company within 7 days, from the date we receive the paperwork from the employee.
2. The Insurance Company will notify the Company of acceptance/denial of a claim. When a claim is accepted the company will pay for any wages lost in the next pay period
3. The Company will continue to pay wages last until the injured person returns to work or the Insurance Company advises payments are to cease
4. The weekly payments will made at the injured workers' normal weekly rate for the first 26 weeks and then the worker will be paid at the Statutory Rate notified by the Insurance Company.
5. All related expenses that have been paid by the injured worker are to be forwarded to the Insurance Company for a decision on a reimbursement.

## *17. Good Work Practices*

### *Housekeeping*

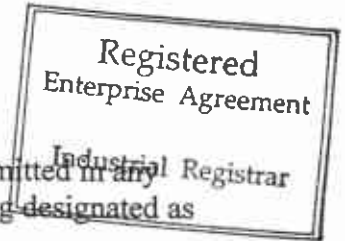
Every employee is responsible for maintaining a high standard of housekeeping in his or her area.

## *Punctuality*

Punctuality is an individual employee's responsibility. Being on time for the commencement of work and also when returning from breaks is a fundamental part of working as part of the team, and is expected from every employee.

## *Smoking*

Sara Lee Clothing has a non-smoking workplace. Smoking is not permitted in any building. Smoking is only permitted in those areas outside the building designated as smoking areas and only during normal work breaks.



## *Food and Drink Consumption*

Food and drink are not permitted to be consumed in value adding areas, the warehouse, or the toilets unless for specific health requirements of an individual employee. Common sense exceptions to this general practice would be acceptable.

## *Safe Working Practices*

Employees must adhere to all safe working practices as provided in legislation, policies and operating procedures.

## *18. Training Commitment*

All parties agree that the training commitment will be shared between the company and employees for the purpose of providing employees with job skills, for re-training, and for the purpose of increasing an employees skill level.

All parties agree that all employees require training in basic employment skills, specifically awards, grading structures and enterprise agreements. During the life of this agreement all employees will be given 3 days paid training to attend.

The Company recognises the importance of this training, both for the employees and the Company. A training plan will be developed within the first 6 months of this agreement with the company, consultative committee and unions. Once agreed to, all employees must attend the stipulated training within the life of the agreement.

## 19. Leave

### *Sick Leave*

Sick leave shall be 5 days in the first year of employment and 10 days in the second and subsequent years. The entitlements for the first year of service would be implemented as per Clause 26 of the Storeman and Packers General (State) Award.

#### Untaken sick leave paid each year

##### Definition of a 'year'

For the purpose of the agreement, a year shall be deemed to mean anniversary of employee starting date.

##### Conditions

1. From employee anniversary date after agreement is certified, in respect of sick leave accruing on or after that date, an employee may elect to receive money once per year on their anniversary, in lieu of untaken sick leave in excess of a minimum of 40 hours accrual.
2. Any new employee shall notify their election choice in writing. Any standing employee will have already notified a choice.
3. Once a choice has been made it stands for the whole year. If an employee wishes to change their choice they may do so in writing, four weeks prior to their anniversary for the next year.
4. Once an employee notifies of their choice to receive money, payment of the full money value to that employee shall completely discharge the Company's liability for sick leave entitlement for that employee for the period covered by the payment.
5. An employee shall not take unpaid sick leave while they have sick leave credits
6. Sick leave taken shall be taken in the first instance from the current years accrual, anniversary date to anniversary date.
7. Any untaken sick leave accrued up to 31 July 1996, shall not be lost through expiration of time.
8. Sick leave entitlements are to be available to be taken for family reasons as well as for personal illness or injury of the employee.

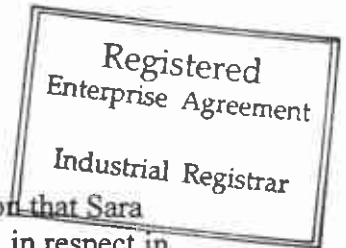


## *Annual leave and Leave Loading*

Employees shall be provided with Annual Leave and loading in accordance with the Clause 28 of the Storeman and Packers General (State) Award.

## *Long Service Leave*

Long Service Leave is applied as per the NSW LSL Act with the exception that Sara Lee Clothing makes no distinction between adult employees and 'juniors' in respect in LSL. Long Service Leave is calculated from the date of commencement, regardless of whether the person commenced as a 'Junior'.



### Pro-rata Long Service Leave

Pro-rata LSL is paid as per the Act, with the following clearly creating reasons for the payment of pro-rata LSL:-

1. *Illness* – Pro-rata LSL will be paid in circumstances where the termination is the result of illness. A doctor's certificate must be presented by the employee when requested by the company
2. *Pressing Domestic Circumstances* – Pro-rata LSL will be paid in circumstances where the termination is the result of circumstances of domestic concern, such as looking after an ill partner, parent or child.
3. *Raising a child* – Pro-rata LSL will be paid when a person needs to leave work to look after a child.

This list of three contains the most common reasons, but is not inclusive and other reasons for the payment of LSL stand as per the NSW LSL Act.

Pro-rata LSL can be applied for by application direct to the Branch Manager.

## *Bereavement Leave*

Sara Lee Clothing supports a policy of granting leave without loss of pay to employees suffering bereavement of a close relative.

An employee shall be entitled to three ordinary days bereavement leave on the death of the following close relatives:- Husband, wife, child, stepchild, mother, father, de facto wife or husband, brother, sister, mother-in-law, father-in-law, grandparents and same sex partners.



Should the employee be on any other period of leave, eg Annual Leave, bereavement leave will not be in addition to the leave already taken.

Other conditions for bereavement leave are as stated in the Storeman and Packers General (State) Award, clause 30.

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### *Leave Without Pay*

There are two agreed cases for leave without pay that does not affect an individual's long term employment.

#### 1. Leave without Pay – Bereavement or Compassionate Grounds

In a case where an employee has a close relative ill or die, up to 6 weeks leave without pay will be granted without notice. The employee's position may be filled by a casual as per Clause 9 of this agreement. Extensions to this time frame will be considered on a case by case basis, on compassionate grounds and taking into account the needs of the business.

#### 2. Leave without pay for Travel

All employees will have one period of "Leave Without Pay" period available to them after every five years of service. The employee must give Sara Lee Clothing 12 months notice prior to the leave being taken. This leave will be for a maximum of six weeks, and if joined to an annual leave period, the total period of leave cannot be greater than six weeks. At any one stage, no more than 3% or one person of the warehouse can take Leave Without Pay. During a low sales period at Kingsgrove Branch, more than 3% (and up to 6%) can take LWOP, if agreed to by Management.

By the consent of both parties, 12 months notice period may be reduced.

In all these cases Clause 9 (Casuals) may be extended to cover any employees absent due to "leave without pay". The employment positions of those people taking this leave will be left open until they return from leave. Applications for this type of leave should be made directly with the Branch Manager.

## 20. *Equal Employment Opportunity*

Both management and employees of Sara Lee Clothing are committed to the philosophy of EEO. The following two policies are agreed.

“Sara Lee Clothing is an equal opportunity employer. There will be equal opportunity for all persons on the basis of merit, regardless of sex, age, pregnancy, race, political or religious belief, or irrelevant impairment. This policy applies to every personnel practice including recruitment, selection, placement, transfer, promotion, training, salaries and wages, compensation and all other conditions and privileges of employment”.



## 21. *Sexual Harassment*

Discriminatory practices including Sexual Harassment, ie. the unwelcomed offensive conduct of a sexual nature that has or could have a detrimental effect on the conditions of an individual's employment, job performance or opportunities, will not be tolerated. Employees subjecting any other employee to discriminatory practices or harassment will be subject to disciplinary action that could include instant dismissal.

## 22. *Counselling*

Employees will be counselled to improve aspects of work performance which do not meet job performance standards. Counselling sessions will state the exact nature of a performance problem and identify the causes. Appropriate action to rectify the problem will be specified and agreed upon, and performance will be re-evaluated with a specific period. Union delegates will be notified prior to any counselling session, and after discussion with the employee concerned, will attend if the employee would like them to be present.

In instances where employee performance does not improve after counselling, disciplinary action will take place.

## 23. Discipline

### *Instant Dismissal*

The following may result in instant dismissal:



#### **1. Removal of Company Property**

Employees are not permitted to take any Company product, material or equipment from the Company's premises without prior consent by the relevant Manager. Unauthorised removal of Company property or equipment may result in instant dismissal.

#### **2. Damage to Property**

An employee found wilfully defacing or damaging the property of the Company or another employee may be instantly dismissed.

#### **3. Alcohol and Drugs**

Any employee found on Company premises to be in possession of alcohol shall be instantly dismissed. (This does not include alcohol located in the boot of an employee's motor vehicle provided the seal is unbroken).

Any employee found on Company premises to be in possession of illegal drugs shall be instantly dismissed. The only exception is medication that is prescribed for the employee.

Employees required to take medication during work hours must notify their Supervisor, Team Leader, and the First Aid person in their area, if the medication may cause drowsiness or effect them in operating machinery. In circumstances where this is the case, it may be appropriate to find the person an alternative position for the period during which the medication is prescribed.

#### **4. Misconduct**

To protect the interests of all employees and the Company, employment may be terminated without notice if an employee is found guilty of misconduct.

## *Warning for Minor Breaches of Discipline*

A breach of discipline could include the following:- Absenteeism, Work Performance, and Failure to properly carry out legitimate instructions.

For any breach of this type the following action would be taken:

### **Step 1 – Verbal Warning**

The company representative, in the presence of the employee concerned will discuss the breach and issue a verbal warning. The employee may request a witness to the discussion who may be the elected union delegate. This verbal warning will not be recorded on the employee's file.



### **Step 2 – First Warning**

The Company representative, in the presence of the employee concerned will discuss the breach and if substantiated a "first warning" will be recorded in the employee's personnel file.

The employee may request a witness to the discussion who may be the elected union delegate. Regardless of whether the employee has chosen the Union delegate as their witness, the union delegate will be advised prior to the meeting that a first warning is expected to be given. The employee will be advised during the discussion, of the possible consequences of any further breach.

### **Step 3 – Second Warning**

The company representative in the presence of the employee concerned and their Union delegate, will discuss the second breach and if substantiated a "second warning" will be recorded on the employee's personnel file. The employee will be advised of the possible consequences of any further breach.

### **Step 4 – Final Warning/ Dismissal**

The employee shall, in the presence of their Union Representative, be given the opportunity to explain their behaviour and the further breach of discipline. Any explanation offered shall be taken into account before deciding if dismissal is the appropriate action to be taken. If the Company accepts the explanation and decides that dismissal is not warranted a final warning may be given to the employee.

If the company considers that dismissal is warranted, and the disciplinary procedure has been exhausted, then the employee concerned and the Union Representative will be advised immediately of the decision.

## *Duration of a Warning*

All written warnings shall have a life of eight months.

## *Training*

Along with Supervisors and Managers, all delegates will be trained in the use, application and limits of the Disciplinary Procedure.

## *24. Dispute Settling Procedures* (Other than dismissal for Misconduct)

To ensure the resolution of a disagreement, conflict and disputes, the following procedures will be adopted by all parties:-



The objective of the procedure is to promote the resolution of conflicts and disputes through consultation, co-operation and discussion, thus avoiding interruption to the performance of work and the procedure is designed to resolve any grievance or concern in a fair manner and is based on the following procedures:-

1. A commitment by the parties to observe this procedure. This should be clearly identified and recorded
2. Throughout the stages of the procedure, all relevant facts shall be clearly identified and recorded
3. Realistic time limits shall be allowed for the completion of the various stages of the discussions
4. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to a third party for assistance in resolving the dispute.
5. In order to achieve the resolution of grievances the parties shall be committed to work for a common purpose whilst the procedures of negotiation, conciliation and arbitration are being followed.

## *Four Step Resolution Procedure*

**The four step procedure for settling disputes shall be as set out in the Storeman and Packers General (State) Award, Clause 5 which is as follows:-**

### **Step 1**

Any dispute arising out of employment shall be referred by the shop steward to the company representative appointed for this purpose.

### **Step 2**

Failing settlement at this level between the company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the company. 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 its employer association and the union secretary shall take the matter up with the employer association.



### **Step 3**

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 of the matter giving rise to the dispute.

### **Step 4**

At any time either party shall have the right to notify the dispute to the Industrial Registrar.

## *25. Consultative Process*

Sara Lee Clothing has a well established process of communication and consultation, including a Consultative Committee on which there is union representation. This is a valued channel through which suggestions and improvements have been made and will continue to be made to the operations of the Company.

The Company commits to encouraging open communication at the NSW Branch, via making information easily accessible to Committee members and co-operating Committees as they work on projects or investigate issues on behalf of the employees they represent.

## 26. *Clothing Issue*

Sara Lee Clothing produces industrial clothing for employees in many manufacturing Companies.

From August 1998 the Company agrees to supply industrial clothing at no cost to the employees in the NSW Branch.

3 pants or shorts                      or              2 combination overalls  
5 shirts

Clothing will be replaced on a "fair wear and tear basis". In line with taxation rules, once supplied, clothes must be worn to work (ie. they are a uniform).

## 27. *No Extra Claims*

This agreement will apply for a two-year period from the date of registration until 9 August 1998 and will not be re-opened during that time. No wage increases are provided for except those that may arise from Clause 15 "Wage Movements".

At no stage should this Enterprise Agreement rates and conditions be less than entitlements under the relevant Awards.




**Signatories to the Sara Lee Clothing Kingsgrove Warehouse Enterprise Agreement:**



Frank Belan  
State Secretary  
N.U.W. (NSW Branch)

Date: 16.9.98

In the presence of

 JENNIFER LORD I.P.



Bill Costanzo  
Commercial Sales and Contracts  
Sara Lee Clothing Company

Date: 10.9.98

In the presence of



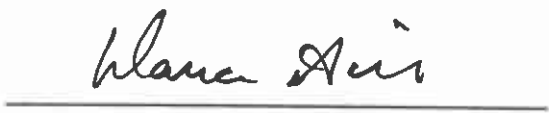


Diane Thomson  
HR Co-ordinator  
Sara Lee Clothing Company

Date:

In the presence of





Warren Hill  
Managing Director  
Sara Lee Clothing Company

Date: 10-9-98

In the presence of





Melinda Bevan  
HR Co-ordinator  
Sara Lee Clothing Company

Date: 10.9.1998

In the presence of









## *Appendices*

- Appendix 1**            Wage Structure
- Appendix 2**            Redundancy Agreement



## Appendix 1 - Wage Structure



	<b>Current</b>	<b>9 August 98 4% increase</b>	<b>9 August 99 3% increase</b>	<b>9 February 00 2% increase</b>
Level 1	\$485.36	\$504.77	\$519.91	\$530.31

	<b>Current</b>	<b>9 August 98 4% increase</b>	<b>9 August 99 3% increase</b>	<b>9 February 00 2% increase</b>
Level 2	\$502.48	\$522.57	\$538.24	\$549.23

	<b>Current</b>	<b>9 August 98 4% increase</b>	<b>9 August 99 3% increase</b>	<b>9 February 00 2% increase</b>
Level 3	\$514.00	\$534.56	\$550.59	\$561.60

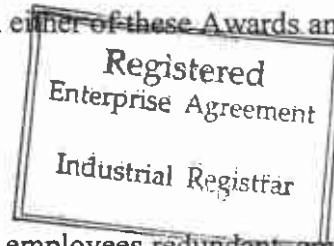
	<b>Current</b>	<b>9 August 98 4% increase</b>	<b>9 August 99 3% increase</b>	<b>9 February 00 2% increase</b>
Level 4	\$641.81	\$667.48	\$687.50	\$701.25

## Appendix 2 - Redundancy Agreement

### INTRODUCTION AND SCOPE

This agreement between Sara Lee Clothing Company Pty. Limited on the one hand and the National Union of Workers and the Textile Clothing and Footwear Union of Australia on the other, will cover the terms and conditions of termination of any permanent employees deemed redundant by the Company at the Kingsgrove Warehouse.

Notwithstanding the provisions of the Storemen and Packers General (State) Award and the Federal Clothing Trades Award 1982, all variations thereafter the terms of this agreement shall prevail over any inconsistency between either of these Awards and this agreement.



### NOTICE

Should the Company make a firm decision to make any employees redundant, any employees affected, and their Union, will be notified at the earliest opportunity.

The following period of notice, or payment in lieu, will apply:

1 year of employment or less	1 week
More than 1 and up to 3 years	2 weeks
More than 3 and up to 5 years	3 weeks
More than 5 years	4 weeks

Any employee over 45 years of age with at least 2 years service will receive an extra week.

### TIME OFF DURING NOTICE

Where an employee has been given notice of termination, the employee shall be allowed up to 2 day's time off with pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with their manager. Additional time off with pay shall be allowed, provided that notice and proof of interview is given by the employee.

### LEAVING DURING NOTICE

An employee on notice of redundancy may leave at any time during the period of notice and receive all the benefits of this agreement with payment of notice up to the time of leaving.

### DEATH DURING NOTICE

Should an employee die before the final date of termination all benefits relating to this agreement shall be paid directly to the estate of the employee

## SEVERANCE PAY

An "Up front" payment of 2 weeks pay, plus an amount as set out below in respect of a continuous period of service:

### Period of Service

1 year or less	2 weeks
Over 1 year and up to the completion of 2 years	7 weeks
Over 2 years and up to the completion of 3 years	10 weeks
Over 3 years and up to the completion of 4 years	12 weeks
Over 4 years and up to the completion of 5 years	15 weeks
Over 5 years add 3 weeks for each completed year of service	

Part years to be paid at one week for each four-month service completed.

## PAY RATE

All payments referred to shall be based on average weekly wage applying at the date of termination as calculated for Annual Leave

## ANNUAL LEAVE

Payment of all outstanding annual leave, including pro-rata leave, together with a loading of 17.5% on the total amount.

## LONG SERVICE LEAVE

Pro rata Long Service Leave will be paid after 2 years service. This payment to be calculated to completed years and months of service.



## **ACCUMULATED SICK LEAVE**

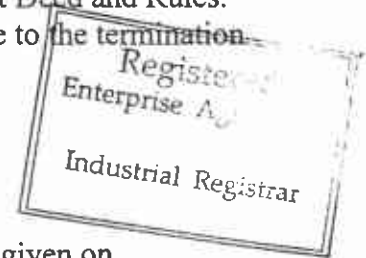
All accumulated sick leave will be paid out, provided that those with less than 1 years service will be paid the first years accrual less any sick leave already paid.

## **PUBLIC HOLIDAYS**

Employees made redundant will be paid for public holidays, which occur within three months after termination.

## **SUPERANNUATION**

Superannuation benefits will be provided in the appropriate Trust Deed and Rules. Every effort will be made to ensure that benefits are paid as close to the termination date as possible.



## **COUNSELLING**

The company will arrange for counselling and information to be given on Unemployment benefits, Jobseeking, Labour Markets Adjustment (where appropriate) and Financial management during working hours without loss of pay.

## **ALTERNATIVE EMPLOYMENT WITHIN SARA LEE CLOTHING**

Should the Company offer alternative employment within Sara Lee Clothing, and the offer is accepted, then the redundancy benefits will be available if the employee leaves within 12 months of commencing the alternative employment.

## **SELECTION FOR RETRENCHMENT**

The selection of individuals for redundancy shall have as its main aim the safeguarding of the business.

When positions to be made redundant have been identified, the Company agrees to accept volunteers from employees who match the skill set or classification that match those positions, in place of the individuals occupying those positions. The volunteer would receive full benefits of this agreement.

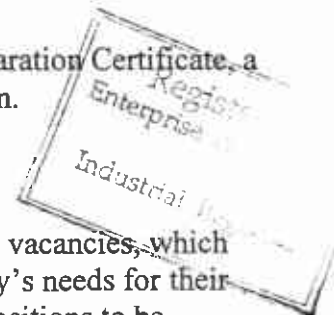
If there are no volunteers for retrenchment, and with agreement between the parties, the employee with the least amount of skills would be chosen.

**ITEMISED STATEMENTS**

Employees on notice of redundancy shall be given itemised statements of their termination entitlements 5 working days before the date of termination. Employees leaving during the period of notice will be given a statement on the day of termination or earlier if possible.

**CERTIFICATE OF SERVICE AND/OR REFERENCE**

All employees being made redundant will be supplied with a Separation Certificate, a Certificate of Service and a personal reference prior to termination.



**PREFERENCE OF EMPLOYMENT**

All employees made redundant to have first consideration for any vacancies, which may arise at the company and are in accordance with the company's needs for their skill classification within 5 years of termination. Details of the positions to be advertised are to be notified to the shop steward.

Preference of employment will not be given to those employees who take voluntary redundancy.

**DURATION**

The Unions and their members agree not to claim increases to this agreement for a period of two years from the date of signing the agreement.

The agreement shall remain in force after expiration of the period until such time as renegotiated by the parties.

SIGNED FOR AND ON THE BEHALF OF SARA LEE CLOTHING COMPANY PTY. LIMITED

*Warren Hill*

Warren Hill  
Managing Director

Date: 10/9/98

In the presence of

*m. Bevan*

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

*Frank Belan*

Frank Belan  
State Secretary N.U.W.

Date: 16.9.98

In the presence of

*J.P.*  
*JANIFER LOED*