



# Workplace Agreement Copy

## The Retailers Association Employee Collective Agreement - NSW

Copyright © Queensland Retail Traders & Shopkeepers Association Pty Ltd 2006

The Retailers Association  
Unit 3, 321 Kelvin Grove Road  
KELVIN GROVE QLD 4059

[www.theretailersassociation.com.au](http://www.theretailersassociation.com.au)

All rights reserved. Except under the conditions described in the Copyright Act 1968 of Australia and subsequent amendments, no part of this agreement may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior permission in writing from the copyright owner.

A number of provisions entered in this agreement are derived from the Queensland Industrial Relations Commission Statement of Policies. However, the presence of this derivation should not be regarded as affecting the legal status of the copyright.

Clause headings and numbering are for convenience only and do not affect interpretation; and unless the context otherwise requires:-  
words denoting the single shall include the plural and vice versa, word denoting any gender shall include all genders, words denoting individuals shall include corporations, associations, trustees, instrumentalities, authorities and partnerships and vice versa.

# THE WORKPLACE AUTHORITY

*Workplace Relations Act 1996*  
s.327 – Employee Collective Agreement

**Iluka Foodworks Pty Ltd t/as Iluka Foodworks**

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

### **PART 1. APPLICATION AND OPERATION OF AGREEMENT**

#### **1. TITLE**

This agreement is called the Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009 ("Agreement").

#### **2. ARRANGEMENT**

|                                                       |    |
|-------------------------------------------------------|----|
| PART 1. APPLICATION AND OPERATION OF AGREEMENT .....  | 1  |
| 1. TITLE.....                                         | 1  |
| 2. ARRANGEMENT .....                                  | 1  |
| 3. APPLICATION.....                                   | 3  |
| 4. PERIOD OF OPERATION.....                           | 3  |
| 5. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS.....   | 3  |
| 6. DEFINITIONS .....                                  | 3  |
| 7. DISPUTE AVOIDANCE AND SETTLING PROCEDURE .....     | 6  |
| 8. ANTI-DISCRIMINATION .....                          | 7  |
| PART 2. TERMS AND CONDITIONS OF EMPLOYMENT .....      | 8  |
| 9. FULL TIME EMPLOYMENT .....                         | 8  |
| 10. PART-TIME EMPLOYMENT .....                        | 8  |
| 11. CASUAL EMPLOYMENT .....                           | 8  |
| 12. TRAINEES.....                                     | 8  |
| 13. LIMITED TENURE EMPLOYEES .....                    | 9  |
| 14. FLEXIBILITY OF WORK .....                         | 9  |
| 15. PROBATION PERIOD.....                             | 9  |
| 16. QUALIFYING PERIOD.....                            | 10 |
| 17. TERMINATION OF EMPLOYMENT .....                   | 10 |
| 18. REDUNDANCY .....                                  | 11 |
| PART 3. WAGES AND RELATED MATTERS.....                | 16 |
| 19. EMPLOYEE CLASSIFICATION AND RATES OF PAY .....    | 16 |
| 20. ENGAGEMENT AND PAYMENT OF WAGES.....              | 16 |
| 21. WEEKEND AND LATE NIGHT PENALTY RATES AND LOADINGS | 17 |
| 22. SUPERANNUATION .....                              | 18 |
| PART 4. HOURS OF WORK, BREAKS & OVERTIME .....        | 19 |
| 23. HOURS OF WORK .....                               | 19 |
| 24. SHIFT WORK (NIGHT FILL) – GENERAL SHOP .....      | 22 |

**Iluka Foodworks (The Retailers Association) Employee Collective  
Agreement 2009**

|                                                                                  |                                                   |           |
|----------------------------------------------------------------------------------|---------------------------------------------------|-----------|
| 25.                                                                              | MEAL BREAK AND REST PERIOD .....                  | 25        |
| 26.                                                                              | OVERTIME .....                                    | 26        |
| PART 5. LEAVE OF ABSENCE AND PUBLIC HOLIDAYS.....                                |                                                   | 27        |
| 27.                                                                              | ANNUAL LEAVE.....                                 | 27        |
| 28.                                                                              | PERSONAL LEAVE .....                              | 30        |
| 29.                                                                              | SICK LEAVE.....                                   | 31        |
| 30.                                                                              | PAID CARER'S LEAVE.....                           | 31        |
| 31.                                                                              | UNPAID CARER'S LEAVE.....                         | 32        |
| 32.                                                                              | COMPASSIONATE LEAVE .....                         | 32        |
| 33.                                                                              | PARENTAL LEAVE.....                               | 33        |
| 34.                                                                              | MATERNITY LEAVE .....                             | 33        |
| 35.                                                                              | PATERNITY LEAVE.....                              | 33        |
| 36.                                                                              | ADOPTION LEAVE .....                              | 33        |
| 37.                                                                              | JURY SERVICE .....                                | 33        |
| 38.                                                                              | BLOOD DONOR LEAVE.....                            | 33        |
| 39.                                                                              | LONG SERVICE LEAVE .....                          | 34        |
| 40.                                                                              | PUBLIC HOLIDAYS .....                             | 34        |
| 41.                                                                              | LEAVE IN THE EVENT OF A NATURAL DISASTER .....    | 35        |
| PART 6. OTHER MATTERS .....                                                      |                                                   | 36        |
| 42.                                                                              | CONTINUITY OF SERVICE .....                       | 36        |
| 43.                                                                              | FREEZER AND DAIRY ALLOWANCES AND CONDITIONS ..... | 36        |
| 45.                                                                              | TRANSPORT ALLOWANCES .....                        | 38        |
| 46.                                                                              | MEAL ALLOWANCE .....                              | 38        |
| 47.                                                                              | CLEANING DUTIES .....                             | 38        |
| 48.                                                                              | TRAVELLING TIME, EXPENSES AND ALLOWANCES.....     | 39        |
| 49.                                                                              | OTHER RATES AND ALLOWANCES.....                   | 39        |
| SCHEDULE A – NEW SOUTH WALES SHOP ASSISTANTS.....                                |                                                   | 40        |
| PART 1. NEW SOUTH WALES SHOP ASSISTANT CLASSIFICATIONS AND<br>RATES OF PAY ..... |                                                   | 40        |
| 1.                                                                               | Classifications Definitions .....                 | 40        |
| 2.                                                                               | Rates of Pay.....                                 | 41        |
| <b>PART 2. LIST OF NEW SOUTH WALES SHOP ASSISTANT EMPLOYERS</b>                  |                                                   | <b>42</b> |

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

### **3. APPLICATION**

3.1 This Agreement binds:

- (a) Iluka Foodworks Pty Ltd t/as Iluka Foodworks, ABN: 35116941621 (each of whom is defined as the “Employer”); and
- (b) All employees who are employed by the Employer pursuant to the classifications in this agreement listed in Part 1 of Schedules A and B **and** who are legally able to be bound by this agreement (“Employees”).

### **4. PERIOD OF OPERATION**

4.1 This Agreement comes in to force on the seventh day after the workplace authority issues a notice advising that the agreement has passed the NDT. The agreement will continue to operate until the nominal expiry date, five years from the date of lodgment, or until the Agreement is replaced by another Agreement or is terminated under the Act.

### **5. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS**

5.1 Unless stated, this Agreement will operate to the exclusion of any other award, order or industrial instrument.

5.2 The Agreement will prevail to the extent of any inconsistencies between the Agreement and any award or order referred to herein.

5.3 The making of this Agreement will not affect any entitlements that have accrued to an Employee under a former award or agreement prior to lodgment with the Workplace Authority.

### **6. DEFINITIONS**

6.1 “Business” includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and ‘transmission’ includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and ‘transmitted’ has a corresponding meaning.

6.2 “Confection Shop” means and includes confectioners' shops, refreshment shops and fruit and vegetable shops as defined in Schedule 1 of the Shops and Industries (Trading) Regulation.

6.3 “General Shop” means and includes all shops other than special shops, and confection shops /as defined in this award.

6.4 “Special Shop” means and includes audio shops, book shops, video shops, cake and pastry shops, cooked provisions shops, take-away food shops, fish shops, flower shops, garden plant shops, hairdressers' shop, newsagencies, pet shops, souvenir and gift shops, tobacconists' shops (each as defined in Schedule 1 to the Shops and

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

Industries (Trading) Regulation 2002 to the *Shops and Industries Act 1962*), small shops (as defined in Section 78B of the *Shops and Industries Act 1962*) and retail liquor shops.

6.5 "Light Refreshments" means and includes a beverage, hot or cold, served with biscuits, cakes, pastry, sandwiches, meat pies or the like.

"Improver Waiter/Waitress" shall mean a waitress in a confection shop under 21 years of age with not more than six months experience.

6.6 "Immediate family" means:

- (a) a spouse, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

6.7 If the Employee is required to work a specific number of ordinary hours in a period, the nominal hours per week are:

- (a) The number of ordinary hours of work the Employee is required to work each week; or
- (b) If the Employee's number of hours are worked during a period other than a week apply the following formula:

7

---

No. of days in that period x Number of ordinary hours of work required to work over the period

Provided that the following number of hours will be deducted over the period:

- A. the hours of work the Employee was absent from work on leave which does not count as service according to clause 42.2; and
- B. a minimum of 4 hours if the Employee engages in industrial action.

6.7.1 If the Employee is not employed to work a specific number of ordinary hours in a period, the nominal hours per week are:

- (a) The ordinary hours of work the Employee completed in the week; and
- (b) The hours of work in the week the Employee was absent on leave that counts as service according to clause 42.2.

Provided that a minimum of 4 hours will be deducted from the ordinary hours of work if the Employee engages in industrial action.

Provided further that the total nominal hours per week cannot exceed more than 38 hours.

6.8 "Ordinary hourly rate" means the hourly rate applicable to an Employee employed at the appropriate classification level.

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

6.9 "Ordinary Hours of Work" means the hours of work in accordance with clause 23 and shall apply to all Employees.

6.10 "Parties" are defined in this agreement to mean the employer and the Employees bound by this agreement.

6.11 "Permanent Employees" are defined as full-time and part-time employees.

6.12 "Protected award conditions" the meaning given under s.354 of the Act as amended.

6.13 "Registered Health Practitioner" is defined as a health practitioner who is registered or licensed as a health practitioner under a state or territory law. A registered health practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that state or territory law.

6.14 "Trolley Collector" means an employee who is engaged by a retail store, wholesaler or contractor, and who is responsible for the collection of shopping trolleys and the loading onto a trailer for transporting to designated storage areas, and the unloading of the trolleys at those areas.

6.15 "the Act" is the *Workplace Relations Act 1996*.

6.16 "the Commission" means the Australian Industrial Relations Commission.

6.17 "Ticket Writer" means employees engaged in forming or designing letters or figures on paper or cardboard having an area not exceeding 7741.92 square centimeters or on pulp board, beaver board and other similar board having dimensions not exceeding 508 millimeters by 762 millimeters or designing or lettering price tickets on any medium having dimensions not exceeding 508 millimeters by 762 millimeters, provided that the paper board and tickets are for the employer's own use and not for sale.

6.18 "Salesperson Outdoor" shall mean an employee employed to solicit retail sales or in the hire of goods by retail, away from the employer's place of business.

6.19 "Section Head" means an employee appointed as such in a section of a shop where there are four or more employees.

6.20 "Qualified First-aid Attendant" shall mean an employee who is a qualified first-aid attendant and is employed to carry out the duties of a first-aid attendant.

6.21 "Qualified Automotive Parts and Accessories Salesperson" shall mean an employee who has passed an appropriate course of technical training.

6.22 "Retail Merchandiser" local and country shall mean a person who is employed to stack shelves

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

6.23 "Rostered Day Off" means the day off arising from the working of ordinary hours in a 19-day four-week cycle.

6.24 "Long Day" means a day on which ordinary hours exceed nine hours but shall not exceed 11 hours.

### **7. DISPUTE AVOIDANCE AND SETTLING PROCEDURE**

7.1 The parties agree that they will resolve any industrial dispute by discussion without resort by Employees to industrial action of any kind or stand downs by the Employer.

7.2 In the event of a dispute in relation to a matter arising under this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor.

7.3 Should the dispute remain unresolved, the Employee or Employees concerned (with or without a representative) and the Employer will continue to confer.

7.4 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

#### **7.5 The Facilitative/Assisted Model - Conciliation**

7.5.1 If a dispute about a matter or matters is unable to be resolved at the workplace level, and all the agreed steps for resolving it have been taken, the matter(s) in dispute may be referred to the Commission for private conciliation.

7.5.2 Before the private conciliation the Commission may confer with the parties informally about matters of procedure, such as:

- (a) the presentation of each side's position (whether oral or in writing);
- (b) confidentiality requirements;
- (c) representation at the private conciliation;
- (d) preferred location and duration of the conciliation;
- (e) whether telephone conference is sought at first instance;
- (f) any further particulars about the Commission's role in relation to establishing procedures (such as how the conference will be concluded).

7.5.3 Subject to the preceding clause, it is agreed that the Commission will observe confidentiality about all aspects of the dispute, and, consistent with its expected role to this point, may do such things as:

- (a) help the parties identify and define the matters in dispute;
- (b) help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

- 
- (c) where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matters in dispute quickly, fairly and cost-effectively;
  - (d) act as the facilitator of direct negotiations between the parties.

7.5.4 The parties further agree that during the conciliation, the Commission, at its discretion, may discuss the matter(s) in dispute privately with any of the parties to the dispute or their representatives. The Commission shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised to do so.

7.5.5 Parties may agree to the following further steps if the matter(s) in dispute remain unresolved.

7.5.6 If the Commission is of the view that having completed the prior process the matter(s) in dispute remains unresolved, it may:

- (a) make suggestions for settlement of the dispute;
- (b) express opinions as to what would constitute a reasonable resolution of the dispute, or any part thereof; or
- (c) if the matter in dispute is not resolved, it may within seven (7) days of notice of termination provide a written report to the parties expressing the Commission's opinion of what would constitute a reasonable resolution of the dispute, or any part thereof.

7.5.7 The parties agree that any function performed by the Commission in this regard is advisory only, and is not binding upon the parties.

7.6 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

## **8. ANTI-DISCRIMINATION**

8.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3(m) of the Act, which is respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

8.2 Accordingly the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

8.3 Nothing in this clause is taken to affect:

8.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;



## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

8.3.2 Any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, Territory or State legislation; or

8.3.3 The parties, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

8.3.4 The exemption in s.659(3) and (4) of the Act.

### **PART 2. TERMS AND CONDITIONS OF EMPLOYMENT**

#### **9. FULL TIME EMPLOYMENT**

A full-time employee will be rostered to work an average of 38 hours per week in accordance with this Agreement.

#### **10. PART-TIME EMPLOYMENT**

10.1 Part-time employees shall be paid an hourly rate in accordance with Schedule A.

10.2 Ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees but shall not, in any case, be less than three hours work per day nor less than 12 hours work per week nor more than 30 hours work per week.

10.3 Save for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked.

#### **11. CASUAL EMPLOYMENT**

11.1 Casual employees shall be paid an hourly rate equal to the appropriate hourly rate, plus 15 per cent, calculated to the nearest half cent with a minimum payment on any one shift of three hours work.

Provided that upon employment, a new casual employee may be engaged for a minimum of two hours for the first two engagements, provided that these engagements shall be for the purpose of training only.

11.2 Casual Employees shall receive an additional loading calculated at 1/12<sup>th</sup> of the casual hourly rate (the appropriate hourly rate plus 15 per cent).

#### **12. TRAINEES**

12.1 The provisions of the National Training Wage Award will apply as varied, will apply to all trainees who commence their traineeships with the Employer.

## **Iluca Foodworks (The Retailers Association) Employee Collective Agreement 2009**

12.2 The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

12.3 Any industrial dispute or matter relating to a trainee shall be handled as per clause 8 of this agreement.

### **13. LIMITED TENURE EMPLOYEES**

13.1 The Employer will have the right to engage Employees on a limited tenure basis as either full-time or part-time employees provided that such periods of limited tenure will:

- (a) not be more than 12 months' duration; and
- (b) not run consecutively but may be extended once by agreement with the Employee provided that the period will not exceed 12 months.

13.2 Prior to commencement of a period of limited tenure, the Employee will be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the tenure of employment.

13.3 Limited tenure employment will be voluntary.

13.4 Where an existing Employee varies his or her employment status to temporary employment, such an Employee will, at the conclusion of the temporary employment period, revert to a position of employment which is no less advantageous to the Employee than that which existed immediately prior to the temporary employment.

13.5 A limited tenure Employee will not be entitled to the benefits prescribed by clauses 16, 17 and 18 of this Agreement. Limited tenure Employees will otherwise be entitled on a pro rata basis to the same terms and conditions of employment as are provided to full-time employees.

### **14. FLEXIBILITY OF WORK**

14.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

14.2 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

14.3 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

### **15. PROBATION PERIOD**

If you are a full-time or part-time employee ("Permanent Employee"), your employment is subject to a probationary period of 3 months commencing on the date that you started work for your Employer. At any time during the probationary period

## **Iluca Foodworks (The Retailers Association) Employee Collective Agreement 2009**

either the Permanent Employee or the Employer may terminate the employment relationship by giving the other person not less than one day's notice of termination.

### **16. QUALIFYING PERIOD**

If you are a full-time or part-time employee ("Permanent Employee"), your employment is subject to a qualifying period of 6 months commencing on the date that you started work for your Employer. At any time during the qualifying period either the Permanent Employee or the Employer may terminate the employment relationship by giving the other person not less than one day's notice of termination.

### **17. TERMINATION OF EMPLOYMENT**

17.1 An Employer may dismiss a Permanent Employee by giving the following notice:

| <b>Period of continuous service</b> | <b>Period of notice</b> |
|-------------------------------------|-------------------------|
| Less than 1 year                    | 1 week                  |
| 1 year but less than 3 years        | 2 weeks                 |
| 3 years but less than 5 years       | 3 weeks                 |
| 5 years and over                    | 4 weeks                 |

17.2 In addition to the clause 16.1, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.

17.3 The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or tasks.

17.4 Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

17.5 In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract

17.6 Any payment payable by the Employer to the Employee at the date of termination will be paid to the Employee on the payday following the date of

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

termination if that the Employee has returned all company property including keys. The date of termination is the Employee's last day at work.

17.7 An Employee will give the same notice of termination as the Employer pursuant to clause 16.1.

16.8 If an Employee fails to give notice, the Employer shall have the right to withhold the amount of notice due to the Employee under clause 16.1, including leave entitlements, with a maximum amount equal to the amount the Employee would have received under clause 16.5.

17.9 A casual Employee can be dismissed without notice.

17.10 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.

17.11 Termination Immediately Prior to Holiday/ Holidays

A full-time or part-time employee who has worked for the Employer for more than two weeks' and whose employment is terminated by the Employer on the business day preceding a holiday or holidays, shall be paid for such holiday or holidays. Provided that this clause shall not apply where the employee is dismissed for misconduct.

17.12 Termination Prior to Christmas

Notwithstanding the provisions of clause 16.11, an employee engaged on or after 1 December in any year whose employment finished before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same employer is not entitled to payment for the Christmas holidays.

## **18. REDUNDANCY**

18.1 Employer's duty to notify:

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on an Employee, the Employer will notify the Employees who may be affected by the proposed changes.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employees workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

### **18.2 Employer's duty to discuss change:**

- (a) The Employer will discuss with the Employees affected, the introduction of the changes referred to in clause 18.1 of this Agreement, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and give prompt consideration to matters raised by the Employees in relation to the changes.
- (b) The discussions will commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 18.1(a) hereof.
- (c) For the purpose of such discussion, the Employer will provide in writing to the Employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer will not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

### **18.3 Consultation before terminations**

Where an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer shall consult the Employee directly affected.

The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause 18.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned.

For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

### **18.4 Transfer to lower paid duties**

- (a) Where an Employee is transferred to lower paid duties for reasons set out clause 18.3 the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 17.1.

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

- 
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
  - (c) The amounts must be worked out on the basis of clause 17.5.

### 18.4 Transmission of business

- (a) Where a business is transmitted from an Employer (transmitter) to another Employer (transmittee), and an Employee who at the time of such transmission was an Employee of the transmitter of the business, becomes an Employee of the transmittee:
  - i. the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and
  - ii. the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.

### 18.5 Time off during notice period

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 18.3, the Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 18.6 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 17.1, an Employee whose employment is terminated for reasons set out in clause 18.3, shall be entitled to the following amounts of severance pay:

(ii) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

| Years of service              | Under 45 years of age entitlement |
|-------------------------------|-----------------------------------|
| Less than 1 year              | Nil                               |
| 1 year and less than 2 years  | 4 weeks                           |
| 2 years and less than 3 years | 7 weeks                           |
| 3 years and less than 4 years | 10 weeks                          |
| 4 years and less than 5 years | 12 weeks                          |
| 5 years and less than 6 years | 14 weeks                          |
| 6 years and over              | 16 weeks                          |

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

---

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

| Years of service              | Over 45 years of age entitlement |
|-------------------------------|----------------------------------|
| Less than 1 year              | Nil                              |
| 1 year and less than 2 years  | 5 weeks                          |
| 2 years and less than 3 years | 8.75 weeks                       |
| 3 years and less than 4 years | 12.5 weeks                       |
| 4 years and less than 5 years | 15 weeks                         |
| 5 years and less than 6 years | 17.5 weeks                       |
| 6 years and over              | 20 weeks                         |

(b) "Weeks' Pay" is defined in clause 17.5.

### 18.7 Notice for technological change

18.7.1 Notwithstanding clause 17.1, in order to terminate the employment of an employee due to technological change, the employer shall give to the employee three months' notice of termination

18.7.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

### 18.8 Alternative employment

Subject to an application by the employer and further order of the Commission or like body, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) if the employer obtains acceptable alternative employment for an employee.

### 18.9 Employee leaving during notice

- (a) An Employee whose employment is terminated for reasons set out in clause 18.3(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice; and
- (b) Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

### 18.10 Alternative employment

- (a) The Employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the Employer obtains acceptable alternative employment for an Employee.

### 18.11 Employees with less than one year's service

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

---

- (a) Clause 18 shall not apply to Employees with less than one year's continuous service and the general obligation on Employers should be no more than to give relevant Employees an indication of the 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.

### 18.12 Employees exempted

- (a) Clause 18 shall not apply:
- i. where employment is terminated as a consequence of misconduct on the part of the Employee; or
  - ii. to Employees engaged for a specific period or task(s); or
  - iii. to casual Employees.

### 18.13 Employers exempted

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 18 shall not apply to an Employer of fewer than 15 Employees.
- (b) Employees for the purpose of clause 18.13(a) shall be defined as the number of persons employed by the Employer when notice of the redundancy is given except for any casual Employee who has not been engaged by the Employer on a regular and systematic basis for at least 12 months.

### 18.15 Exemption where transmission of business

- (a) The provisions of clause 18.6 are not applicable where a business is transmitted from an Employer (transmitter) to another Employer (transmittee), in any of the following circumstances:
- i. where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter, and any prior transmitter, to be continuous service of the Employee with the transmittee; or
  - ii. where the Employee rejects an offer of employment with the transmittee:
    - A. in which the terms and conditions are similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
    - B. this recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

### 18.16 Incapacity to pay

The Employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the Employer's incapacity to pay.



## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

### **PART 3. WAGES AND RELATED MATTERS**

#### **19. EMPLOYEE CLASSIFICATION AND RATES OF PAY**

##### **19.1 New South Wales Shop Assistants**

- (a) Clause 19.1 applies if the Employee is an Employee according to the classification structure outlined in Schedule A, Part 1, clause 1.
- (b) Employees for the purpose of clause 19.1 shall be defined as New South Wales Shop Assistants.
- (c) New South Wales Shop Assistants will be classified according to the classification structure outlined in Schedules A, Part 1, clause 1.
- (d) Full-time employees will be paid in accordance with the applicable classification level at the applicable ordinary weekly rates set out in Schedule A, Part 1, clause 2.
- (e) Part-time employees will be paid in accordance with the applicable classification level at the applicable ordinary hourly rate. The ordinary hourly rate for all time worked is the ordinary weekly rate divided by 38. The ordinary weekly rate is set out in Schedule A, Part 1, clause 2.

19.2 The ordinary weekly rates of pay in this Agreement shall not fall below the relevant pay scale.

#### **20. ENGAGEMENT AND PAYMENT OF WAGES**

##### **20.1 Engagement**

An employee may be employed as a weekly, part-time or a casual employee.

##### **20.2 Time and Payment of Wages**

All wages shall be paid weekly in addition to any commission, bonus or premium to which the employee is entitled. Such payment shall be made on the same day of each week, and shall be made up to and including at least the third day preceding the day of payment; provided that, in a week where a public holiday falls on the day in which wages are usually paid, payment thereof shall be made not later than the working day immediately preceding the public holiday. Other arrangements regarding payment may be made by agreement between the employer and the relevant union.

20.3 Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other moneys due within seven days of the date of the termination of employment.

20.4 Wages may be paid by electronic funds transfer. Provided that where wages are paid by electronic funds transfer, additional costs associated with the introduction and operation of electronic funds transfer shall be paid for by the employer.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

20.5 Wages may be paid fortnightly, provided that the employee is paid no later than the third day of the second week of the pay period.

20.6 The Employer will pay an Employee weekly or fortnightly in arrears, unless agreed otherwise, by cash, cheque or electronic funds transfer:

Provided such payment to casual Employees shall be on the basis of actual hours worked in each pay cycle:

Provided further such payment to full-time and part-time employees may relate to the average number of hours worked in accordance with a pay cycle.

20.7 Where the Employer intends to change the pay cycle, the Employer shall provide the Employees with 1 month's notice of the proposed date of the change.

20.8 The Employer shall have the authority to deduct from any monies due to the Employee any previous overpayment of wages, previous overpayment of entitlements or outstanding debts relating to the employment relationship which are owed to the Employer- pertaining to the employment relationship only.

20.9 The Employer may deduct payment for any day or part of a day on which an Employee cannot be usefully employed for the following reasons:

any direct or indirect industrial action, whether conducted by you and/or other Employees of your Employer or any other person or persons  
a breakdown of machinery;  
rationing of power or the lack of fuel or transport;  
any cause which the Employer cannot reasonably be held responsible for save for slackness of trade.

### **21. WEEKEND AND LATE NIGHT PENALTY RATES AND LOADINGS**

#### **21.1 Saturday – All Shops**

21.1.1 All ordinary hours worked by Permanent Employees on Saturday shall be paid for at the rate of time and one-quarter.

21.1.2 General Shops - Casual employees working on a Saturday shall receive the amount set out below by way of a fixed loading in addition to the day's pay.

|                                                  | Amount \$ |
|--------------------------------------------------|-----------|
| (a) Engagements up to and including four hours – |           |
| (i) Adult Employees                              | \$5.90    |
| (ii) Employees under 21 years of age             | \$3.90    |
| (b) Engagements exceeding four hours –           |           |
| (i) Adult Employees                              | \$12.00   |
| (ii) Employees under 21 years of age             | \$6.60    |

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

21.1.3 Special and Confection Shops - Casual employees working on a Saturday shall receive the amount set out below by way of a fixed loading in addition to the day's pay.

|                                 | Amount \$ |
|---------------------------------|-----------|
| Adult Employees                 | \$5.90    |
| Employees under 21 years of age | \$3.90    |

### 21.2 Sunday – All Shops

All ordinary hours worked by employees on a Sunday shall be paid:

Permanent Employees: Time and a half of the ordinary hourly rate.

Casual employees: Time and a half of the Casual hourly rate.

### 21.3 Late Night Trading

21.3.1 General Shops Only - All ordinary hours worked by Permanent Employees after 6.00 pm on Thursday and Friday shall be paid for at the rate of time and one-quarter.

21.3.2 Confection Shops Only - Finishing after 10.00 pm - Any employee continuing ordinary hours of work after 10.00 pm on any night shall be paid an additional amount of \$1.64 for such night.

21.4 The penalties and loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of sick leave.

## 22. SUPERANNUATION

22.1 In addition to the rates of pay prescribed by this Agreement, Employees shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 22.

### 22.2 Contributions:

- (a) The Employer shall contribute on behalf of each Employee an amount calculated at the percentage outlined in the *Superannuation Guarantee (Administration) Act 1992* of the Employee's ordinary time earnings, into the Employee's chosen Fund. If the employee does not elect a fund the employer will contribute on behalf of the employee to R.E.S.T. as the default fund.
- (b) Regular Payment – The Employer shall pay such contributions to the credit of each such Employee at least once each calendar month or in accordance with the requirements of the chosen Fund.
- (c) Minimum Level of Earnings – No Employer shall be required to pay superannuation contributions on behalf of any of the following Employees:
  - A. 18 years of age and over - any calendar month during which the Employee's ordinary time earnings, as defined, is less than \$450.00.

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

- 
- B. under 18 years of age – in any week during which the Employee's actual hours worked are less than 30.
  - (d) Absences from work – Contributions shall continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any Employee during any unpaid absences except in the case of absence on worker's compensation.
  - (e) Cessation of Contributions – An Employer shall not be required to make any further contributions on behalf of an Employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
  - (f) No Other Deductions – No additional amounts shall be paid by the Employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.

### 22.3 Definitions:

- (a) "Fund" means a Superannuation Fund as defined in the *Superannuation Industry (Supervision) Act 1993*, and satisfying the Superannuation Fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established Fund, the term shall include a Superannuation Fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.
- (b) "Ordinary time earnings" shall be given the meaning as defined by the Australian Taxation Office, Superannuation Guarantee Ruling, and SGR 94/4, as amended from time to time.

22.4 The *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*, as amended from time to time, will prevail to the extent of any inconsistencies between them and this Agreement.

## PART 4. HOURS OF WORK, BREAKS & OVERTIME

### 23. HOURS OF WORK

#### General Shops

23.1 The ordinary weekly hours shall be an average of 38 hours per week worked on any 7 days of the week as follows:

- 38 hours in one week;
- 76 hours in 2 consecutive weeks;
- 114 hours in 3 consecutive weeks;
- 152 hours in 4 consecutive weeks; or

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

38 hours per week over a period of up to 12 months.

### **23.2 Ordinary Commencing and Ceasing Times:**

#### **23.2.1 The commencing and ceasing times for ordinary hours of work shall be**

7.00 am to 6.00 pm - Monday, Tuesday, Wednesday and Saturday.

7.00 am to 9.00 pm - Thursday and Friday.

8.00 am to 5.00 pm - Sunday.

23.2.2 Employees in supermarkets/food stores and hardware shops or departments can be rostered to commence one hour earlier.

### **23.3 Permanent Employees shall be shall be notified of:**

- (a) the quantum of ordinary hours to be worked each week;
- (b) the days of the week on which such work is to be performed; and
- (c) the commencing and ceasing times of such hours of work for each day of the week on which work is to be performed.

#### **23.3.1 Clause 23.3 (a), (b) and (c) shall not be changed except:**

upon not less than seven days' notice; or

by agreement between the employee and the employer where the extra/other hours may be expressly agreed to be worked as part of a roster change and paid at ordinary rates; where no expressed agreement exists overtime rates must apply.

23.3.2 In the event of an emergency, 23.3(b) and (c) above may be changed; the quantum of hours may be increased but not decreased.

### **23.4 Daily hours:**

23.4.1 There shall not be more than one long day in any week. A long day is defined as a day exceeding nine ordinary hours of work. Provided that, by mutual agreement, additional long days may apply.

23.4.2 The maximum number of ordinary hours which may be worked on any one day shall be 11 hours.

23.4.3 There shall be not less than a ten-hour break between finishing work (including overtime) one day and the commencement of work on the next day.

### **23.5 Shift Work Night Fill – General Shops**

23.5.1 The ordinary weekly hours shall be an average of 38 hours per week worked on any 7 days of the week as follows:

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

---

38 hours in one week;  
 76 hours in 2 consecutive weeks;  
 114 hours in 3 consecutive weeks;  
 152 hours in 4 consecutive weeks; or  
 38 hours per week over a period of up to 12 months.

23.5.2 There shall be not less than a ten-hour break between finishing work (including overtime) one day or shift and the commencement of work on the next day or shift.

23.5.3 When establishing a roster or changing a roster, the employer will have regard for the family responsibilities of the employee.

In having regard for the family responsibilities, it is accepted that the existence of such responsibilities does not in itself prevent an employer changing an employee's roster where necessary.

### Special and Confection Shops

23.6 The ordinary weekly hours shall be an average of 38 hours per week worked on any 7 days of the week as follows:

38 hours in one week;  
 76 hours in 2 consecutive weeks;  
 114 hours in 3 consecutive weeks;  
 152 hours in 4 consecutive weeks; or  
 38 hours per week over a period of up to 12 months.

### 23.7 Commencing and Ceasing Times for Ordinary Hours of Work:

23.7.1 Commencing Times - The commencing time of the ordinary hours of work shall be 7.00 am (6.00 am in take-away food shops, fruit and vegetable shops and newsagencies).

23.7.2 Ceasing Times - The time for the cessation of the ordinary hours of work by employees shall be:

(a) In cake and pastry shops, cooked provisions shops, fish shops, pet shops, souvenir and gift shops, tobacconists' shops and small shops, Monday to Sunday, both days inclusive - 10.30 pm.

(b) In take-away food shops, Monday to Sunday, both days inclusive-midnight.

(c) In flower shops and garden plant shops, Monday to Sunday, both days inclusive - 8.30 pm.

(d) In hairdressers' shops, Monday to Friday, both days inclusive - 5.45 pm and Saturday - 12.45 pm.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

- 
- (e) In retail liquor shops, Monday to Sunday, both days inclusive - 10.00 pm.
  - (f) In newsagencies, Monday to Sunday, both days inclusive - 9.00 pm.
  - (g) In book shops, Monday to Sunday, both days inclusive - 9.00 pm.
  - (h) In video shops, Monday to Sunday, both days inclusive - midnight.
  - (i) In fruit and vegetable shops, Monday to Sunday, both days inclusive - 9.00 pm.
  - (j) In confectionery and refreshment shops, Monday to Sunday, both days inclusive - 11.30 pm.
  - (k) Audio Shops - Monday to Sunday, both days inclusive - 9.00 pm.

23.7.3 Within the commencing and ceasing times prescribed respectively in Clause 23.7, employees shall be given a regular starting and ceasing time for each day which shall not be changed except upon not less than seven days' notice, unless by agreement with the employee or in the event of an emergency.

23.7.4 Every employer shall, by notice, bear the date when it is fixed, exhibit and keep exhibited in a place accessible to the employees, the current starting and finishing times for each employee for each day of the week and shall show thereon any change in the commencing time and ceasing time of any employee and the date on which the change was effected.

23.8 When establishing a roster or changing a roster, the employer will have regard for the family responsibilities of the employee.

In having regard for the family responsibilities, it is accepted that the existence of such responsibilities does not in itself prevent an employer changing an employee's roster where necessary.

23.9 Daily hours:

23.9.1 There shall not be more than one long day in any week. A long day is defined as a day exceeding nine ordinary hours of work. Provided that, by mutual agreement, additional long days may apply.

23.9.2 The maximum number of ordinary hours which may be worked on any one day shall be 11 hours.

23.9.3 There shall be not less than a ten-hour break between finishing work (including overtime) on one day or shift and the commencement of work on the next day or shift.

### **24. SHIFT WORK (NIGHT FILL) – GENERAL SHOP**

Application: Clause 24 shall apply only to night fill operations performed in a shop.

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

### 24.1 Full-time Employees

24.1.1 Notwithstanding any other provision for ordinary hours within this agreement, an employee may be engaged to work on any five days, Monday to Saturday, afternoon or night shifts, providing they are paid the following additional allowances:

| Day              | Shift                                                                              | Allowance |
|------------------|------------------------------------------------------------------------------------|-----------|
| Monday to Friday | Afternoon shift - finishing after 6.00 pm and at or before midnight                | 17.5%     |
| Monday to Friday | Night shift - finishing after midnight and at or before 8.00 am                    | 30%       |
| Saturday         | finishing after midnight on a Friday and at or before midnight on a Saturday       | 50%       |
| Sunday           | Night shift finishing after midnight Saturday and at or before 8.00 am on a Sunday | 100%      |

24.1.2 The shift loading payable for the entire shift shall be determined by the time at which the shift finishes.

24.1.3 Provided further that the above shift provisions do not apply to an employee engaged on either of the late shopping nights (Thursday or Friday) finishing at or before 9.00 pm.

24.2 Junior shift workers shall receive the following percentages of the appropriate adult rate:

- (a) At 18 years of age and under - 70 per cent.
- (b) At 19 years of age - 80 per cent.
- (c) At 20 years of age - 90 per cent.

Plus the appropriate additional allowance as prescribed in Clause 21.1.1

### 24.3 Part-time Employees -

24.3.1 Ordinary hours of work, exclusive of meal times, shall not be less than three hours work per engagement nor less than 16 hours per week nor more than 30 hours work per week.

24.3.2 All time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked.



## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

24.3.3 Starting and finishing times of an employee on a given shift may be changed, provided the employee can be contacted prior to arriving at work.

24.3.4 Nights on which an employee is rostered to work shall not be altered except upon not less than seven days' notice prior to the commencement of the employee's roster cycle.

24.3.5 Each part-time employee shall receive a guaranteed minimum number of hours of work each week.

24.3.6 The performance of work on any night which is additional to those nights contained in an employee's particular roster week shall be at the option of the employee.

24.3.7 Where an employee agrees to work an additional night or nights, then the employee shall be paid at ordinary time for the additional night or nights (provided the employee is informed of this prior to agreeing to work), unless the work performed is in excess of eight hours on any shift or in excess of 30 hours in any week or in excess of five starts for the week.

24.3.8 The provisions contained under clause 21.3 shall apply only to part-time employees working the afternoon shift and/or night shift.

24.3.9 In the case of an employee working day shift plus afternoon and/or night shift in a single week, the provisions of clause 21.3 shall only apply in respect to any afternoon and/or night shift.

24.3.10 The provisions of clause 24.1 and 24.2 shall apply to part-time employees.

### **24.4 Casual Employees**

24.4.1 Casual employees shall be paid an hourly rate equal to the appropriate hourly rate, plus 15 per cent, and the appropriate additional allowance as prescribed clause 24.1 calculated to the nearest half cent, with a minimum payment on any shift of three hours.

Provided that for junior casual employees such hourly rate shall be determined by reference to the percentages prescribed in Clause 21.2.

24.4.2 Casual employees may only be employed after the prescribed ceasing time pursuant to clause 23.2.1, except on the late shopping nights (Thursday and Friday) or any substitute late shopping night(s) when the employee may be engaged not prior to 8.00 pm on such a night.

24.5 Overtime - An employee engaged on shift work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter for all work:

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

- 
- (i) in excess of 38 hours per week;
  - (ii) in excess of an average of 38 hours per week;
  - (iii) in excess of five days in any week;
  - (iv) in excess of eight hours on any shift;
  - (v) in excess of 30 hours per week in the case of part-time employees..
  - (vi) Before an employee's regular commencing time on any one day and/or after an employee's regular ceasing time on any one day.
  - (vii) Any portion of an hour less than 30 minutes shall be reckoned as 30 minutes, and any portion of an hour over 30 minutes shall be reckoned as one hour.

### **24.6 Crib Breaks and Rest Pauses -**

24.6.1 An employee engaged on shift work shall be provided with a crib break of not less than 20 minutes where that employee works more than five hours. Such crib break shall be taken between the fourth and sixth hour of work and shall be counted and paid for as time worked.

24.6.2 An employee who works seven hours or more on any day shall be allowed both a crib break and one paid rest pause of ten minutes. Provided that where such crib break commences on or before the middle of a shift, then the rest pause shall be taken after the crib break and where the crib break commences after the middle of a shift, then the rest pause shall be taken before the crib break.

24.6.3 An employee who works for five hours or less but more than four hours on any shift shall be allowed a paid rest pause of ten minutes.

24.6.4 No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any crib break.

(a) Exemptions - The general provisions of this agreement shall apply to shift workers with the following exemptions: clause 10 Part-time Employees, clause 11 Casual Employees, clause 21 Weekend and Late Night Penalty Rates and Loadings, clause 26 Overtime, clause 25 Meal Times and Rest Pauses, and the junior rates of pay in Schedule A.

## **25. MEAL BREAK AND REST PERIOD**

25.1 Meal breaks will be for a period of not less than 30 minutes and not more than 1 hour, subject to agreement between the Employer and Employee.

25.2 An Employee will not be required to continuously work more than 5 hours without a meal break.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

25.3 The meal break will be taken at an agreed time within the 5 hours at a time convenient to the business and the service of customers.

25.4 The Employer will use its best endeavours to ensure meal breaks are not granted within the hour immediately:

after commencing work; or  
before ceasing work.

25.5 An Employee will be granted permission to leave the workplace for the duration of the meal break.

25.6 The Employer shall not be required to provide meal breaks at a regular set period each day of the week and shall be able to change meal breaks without prior notice.

25.7 Meal breaks are unpaid breaks and not included in the ordinary hours of work.

25.8 When and where it can be conveniently arranged by the employer, an employee who works more than four ordinary hours on any day shall be allowed a rest pause of ten minutes.

25.9 A rest pause shall be counted and paid for as time worked. No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time.

25.10 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary

25.11 An employee who works nine hours or more on any day shall be allowed two rest pauses (each of ten minutes duration) if only one meal break is taken; or one rest pause of ten minutes if two meal breaks are taken.

25.12 Confection Shops

25.12.1 An employee commencing before 7.00 am, excepting employees in take-away food shops, fruit and vegetable shops and newsagencies, shall be allowed not less than 30 minutes nor more than one hour off for breakfast before 9.00 am.

Provided that if, through distance of residence, the employee cannot return home for breakfast, the employee shall be paid the sum of \$5.80 for breakfast each morning the employee starts work before 7.00 am.

## **26. OVERTIME**

26.1 All time worked in excess of the ordinary hours of work in clause 23, and outside the hours specified in the employees roster shall be deemed overtime and paid for at the following rates:

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

Permanent Employees – Time and a-half of the ordinary hourly rate for the first 2 hours and double time thereafter; or

Casual Employees – Time and a half of the casual hourly rate for the first 2 hours and double time thereafter.

26.2 All overtime worked on a Sunday shall be paid for at the rate of double time.

26.3 On occasion the Employer and an Employee may agree in writing that the Employee work voluntary overtime at the ordinary rate of pay.

For the purposes of this clause, 'agree in writing' is:

A signed or initialed pay slip;

A signed or initialed roster; or

Any of other written agreement.

26.4 The Employer may require an Employee to work reasonable additional hours:

in the case of an emergency;

for the purposes of a stocktake;

due to the operational requirements of the workplace; or

if the Employee is ready, willing and available to perform work.

26.5 The Employer and a Permanent Employee may agree that an Employee may take time off in lieu of payment for overtime. The time off in lieu is calculated by reference to the applicable overtime rate outlined above.

26.6 The terms in clauses 26.3 and 26.5 are to provide flexibility to the employee and employer. If at any time the employee wishes to revert to previous or other arrangements the employee shall be allowed to do so.

### **PART 5. LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **27. ANNUAL LEAVE**

27.1 A Full-time employee shall be entitled to 4 weeks annual leave per year.

27.2.1 Shift workers shall be entitled to 5 weeks annual leave per year.

27.2.2 Shift worker means an Employee who:

(a) is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and

(b) is regularly rostered to work on those shifts; and

(c) regularly works on Sundays and public holidays.

27.3 A Part-time employee shall be entitled to annual leave on a pro-rata basis.

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

27.4.1 Annual leave accrues on a pro-rata basis for each completed four week period of employment. Pro-rata is a proportion of a whole entitlement. This means that the leave is credited to the Employee 13 times a year (once every four weeks).

27.4.2 The formula for calculating an Employee's annual leave entitlement for a four week period is:

$$\frac{1}{13} \times \text{Nominal hours worked in the four week period}$$

27.4.3 A shift worker receives an additional amount of leave. The formula for calculating a shift worker's additional annual leave entitlement for each week is:

$$\frac{1}{52} \times \text{Nominal hours worked for the completed twelve month period}$$

27.5 Annual leave shall be paid at the ordinary rate of pay at the beginning of the period in which the Employee takes annual leave.

27.6.1 An Employee may take paid annual leave provided that:

- (a) the Employer has authorised the leave; and
- (b) the Employee has an accrued leave balance of at least the amount of leave they propose to take.

27.6.2 An Employee shall not take paid annual leave in advance of accruing that entitlement.

27.6.3 The Agreement does not provide any other limits on the amount of annual leave that an Employee may take. There is no minimum amount of annual leave that must be taken at one time.

27.7.1 In deciding whether to authorise annual leave, the Employer is entitled to take into account the operational requirements of the workplace.

27.7.2 An employer must not unreasonably:

- (a) refuse to authorise the taking of annual leave; or
- (b) revoke an authorisation.

27.8.1 The Employer can direct an Employee to take leave. These are:

- (a) during a period of 'shut down'; or
- (b) if the Employee has a large accumulated annual leave balance.

## **Iuka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

27.8.2 The Employer may direct an Employee to take paid annual leave for a particular period when the Employer shuts down the business, or any part of the business, in which the Employee works.

27.8.3 This direction can only occur where the Employee has sufficient accumulated annual leave to cover the proposed shut down period.

27.8.4 The employer may also direct an Employee to take annual leave where the Employee has a large accumulated annual leave balance (in excess of 1/13 of the number of nominal hours that the Employee has worked over a two year period).

27.8.5 This amount is equivalent to 8 weeks for an Employee working 38 hours per week over a two year period.

27.9.1 An Employee is entitled to cash out up to 1/26 of the nominal hours worked by the Employee during the previous 12 months. This is equivalent to 2 weeks per year for Employees whose hours do not change over the course of a 12 month period.

27.9.2 In order to cash out an amount of annual leave the following conditions must be satisfied:

- (a) the Employee must provide the Employer with a written election to cash out the annual leave;
- (b) the Employee must have an accumulated annual leave balance of at least the amount that they wish to cash out – that is, it is not possible to cash out annual leave in advance of it being credited;
- (c) the ordinary rate of pay at which the annual leave is paid out must be at least the ordinary rate of pay that the Employee is entitled to receive at the time of making the election; and
- (d) the Employer authorises the Employee to forgo the amount of annual leave.

27.9.3 The employer must not:

- (a) require an Employee to forgo an entitlement to take an amount of annual leave; or
- (b) exert undue influence or undue pressure on an Employee's decision whether or not to cash out an amount of annual leave.

27.9.4 The Employee must be paid within a reasonable time of making the election to cash out annual leave.

26.10 Annual leave is a cumulative entitlement.

27.11 Annual leave is exclusive of public holidays. Public holidays falling within an Employee's annual leave will be added to the Employee's accumulated annual leave and taken at a time to be agreed upon between the Parties.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

27.12 When the employment of a Full-time or Part-time employee has been terminated, the Employer will pay to the Employee his or her accrued entitlement to annual leave, except as provide in this Agreement.

27.13 Employees are entitled to 17.5% annual leave loading.

27.14 Casual Employees are not entitled to annual leave.

### **28. PERSONAL LEAVE**

28.1 Personal leave includes sick leave, paid and unpaid carer's leave, and compassionate leave.

28.2 An Employee will notify the Employer at least two hours before the commencement of work of their inability to attend for duty because personal illness or injury, or the Employee requires leave to provide care or support to a member of the Employee's immediate family or household member as they are suffering either a personal illness, injury or an unexpected emergency unless genuine reasons exist which would prevent the Employee from doing so. The Employee should state the estimated duration of absence.

28.3.1 A claim made for personal leave will be supported by evidence satisfactory to the Employer in relation to a period of personal leave. The Employee must then provide their Employer with a medical certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration.

28.3.2 The medical certificate must state that in the practitioner's opinion that:

- (a) Sick leave – the Employee was, is or will be unfit for work during the period because of personal illness or injury; or
- (b) Paid and unpaid carer's leave – the Employee requires leave to provide care or support to a member of the Employee's immediate family or household member as they are suffering either a personal illness, injury or an unexpected emergency; or
- (c) Compassionate leave – the Employee requires leave in relation to a member of the Employee's immediate family or household member who develops a personal injury or illness that poses a serious threat to their life or dies.

28.3.3 A statutory declaration must state that:

- (a) Sick leave – the Employee is, was or will be unfit to work due to personal illness or injury;
- (b) Paid and unpaid carer's leave – the Employee requires or required leave to provide care or support to a member of the Employee's immediate family or household member because of illness, injury or an unexpected emergency; or
- (c) Compassionate leave – the Employee requires leave in relation to a member of the Employee's immediate family or household member who develops a personal injury or illness that poses a serious threat to their life or dies.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

28.4 If an Employee cannot comply with the documentation requirements due to circumstances beyond their control, the Employee will not have breached the Agreement.

28.5 If an Employee undertakes any other employment while on personal leave without the a permission of the Employer, the Employee will not be entitled to personal leave in accordance with clauses 28, 29, 30 and 31.

28.6 The Employee will not be entitled to be paid personal leave for any absence for any period for which the Employee is entitled to workers' compensation.

28.7 A period of paid personal leave does not break an Employee's continuity of service and counts as service for all purposes.

### **29. SICK LEAVE**

29.1 All Employees (other than casual Employees) who suffer a personal illness or injury will be entitled to sick leave.

29.2 A Full-time employee shall be entitled to 10 days (2 weeks) sick leave per year.

29.3 Sick leave accrues on a pro-rata basis for each completed four week period of employment. Pro-rata is a proportion of a whole entitlement. This means that the leave is credited to the Employee 13 times a year (once every four weeks).

29.4 The formula for calculating an Employee's sick leave entitlement for a four week period is:

$$\frac{1}{26} \times \text{Nominal hours worked in the four week period}$$

29.5 Sick leave shall be paid at the ordinary rate of pay the Employee would reasonably have expected to be paid had the Employee worked during the period.

29.6 A Part-time employee will be entitled to sick leave in accordance with clause 29.4.

29.7 An Employee who has taken sick leave will have their accrued sick leave reduced by the number of hours which the Employee was rostered to work on the day on which sick leave was taken.

29.8 Any sick leave not taken in a year will accumulate but will not be payable on termination of employment.

### **30. PAID CARER'S LEAVE**



## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

30.1 All Employees (other than casual Employees) will be entitled to paid carer's leave to provide care or support to a member of the Employee's immediate family or household member who requires care or support as they are sick or injured or has an unexpected emergency.

30.2 Paid carer's leave will be taken from sick leave entitlements and shall not accrue in addition to sick leave.

30.3 Paid carer's leave shall be paid at the ordinary rate of pay the Employee would reasonably have expected to be paid had the Employee worked during the period.

30.4 An Employee who has taken paid carer's leave will have their accrued sick leave reduced by the number of hours which the Employee was rostered to work on the day on which paid carer's leave was taken.

30.5 Any paid carer's leave not taken in a year will not accumulate and will not be payable on termination of employment.

### **31. UNPAID CARER'S LEAVE**

31.1 All Employees (including casual Employees) will be entitled to unpaid carer's leave to provide care or support to a member of the Employee's immediate family or household member who requires care or support as they are sick or injured or has an unexpected emergency and has exhausted their paid carer's leave entitlements if applicable.

31.2 Unpaid carer's leave shall be 2 days per occasion:

- (a) this may be a single unbroken period of up to 2 days; or
- (b) any separate period as agreed by the Employer and Employee.

31.3 Unpaid carer's leave shall not accrue or be paid for by the Employer.

31.4 Unpaid carer's leave may only be taken after the Employee has exhausted their other paid personal leave entitlements.

### **32. COMPASSIONATE LEAVE**

32.1 All Employees (other than casual Employees) will be entitled to compassionate leave when a member of the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life or dies.

32.2 Compassionate leave shall be 2 days per occasion:

- (a) this may be a single unbroken period of up to 2 days;
- (b) 2 separate periods of one day; or
- (c) as agreed by the Employer and Employee.

## **Iuka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

32.3 Compassionate leave shall be paid at the ordinary rate of pay the Employee would reasonably have expected to be paid had the Employee worked during the period.

32.4 Compassionate leave shall not accrue and shall not be payable on termination of employment.

### **33. PARENTAL LEAVE**

The parties will comply with the parental leave requirements in accordance with relevant preserved award entitlements.

### **34. MATERNITY LEAVE**

The parties will comply with the maternity leave requirements in accordance with relevant preserved award entitlements.

### **35. PATERNITY LEAVE**

The parties will comply with the paternity leave requirements in accordance with relevant preserved award entitlements.

### **36. ADOPTION LEAVE**

The parties will comply with the adoption leave requirements in accordance with relevant preserved award entitlements.

### **37. JURY SERVICE**

37.1 A full-time or part-time 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 award rate of pay as if working.

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

### **38. BLOOD DONOR LEAVE**

38.1 A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

Provided further that such employee shall arrange for his/her absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of the ordinary working hours.

38.2 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer.

Further, the employee shall notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

### **39. LONG SERVICE LEAVE**

The parties will comply with the long service leave requirements in accordance with the relevant State or Territory Act.

### **40. PUBLIC HOLIDAYS**

#### **40.1 Public Holidays -**

Subject to clause 40.3, work done on any of the holidays prescribed in clause 40.2 shall be paid for at the rate of:

Permanent Employees: double time and a half of the ordinary hourly rate; or  
Casual Employees: double time and a half of the casual hourly rate.

40.2 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays; provided that any day proclaimed as a public holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

40.3 For all holidays not including the first Tuesday in November:

Every full-time or part-time employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary working hours that he/she would have worked had the day not been a holiday.

Provided further that where a Permanent Employee working an average of five days per week is rostered so that he/she does not work his/her ordinary hours on the same days each week and the employee's rostered day off falls on a day prescribed as a holiday in subparagraph (a) of this paragraph, the employee shall be paid by mutual agreement between the employer and the employee in one of the following methods:

(1) payment of an additional day's wages;

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

(2) addition of one day to the employee's annual holidays;

(3) another day may be allowed off with pay to the employee within 28 days after the holiday falls, or during the week prior to the holiday.

40.4 For the purposes of clause 40.3, "day" means the average number of hours in the employee's normal roster cycle worked by the employee prior to the day on which the public holiday falls.

40.5 The first Tuesday in November – Permanent Employees rostered to work shall be entitled to a holiday without loss of pay on the first Tuesday of November in any year.

40.6 Work on the first Tuesday in November shall not be paid at the rate of double time and a half, but shall be paid as follows:

Where the establishment of an employer remains open and a permanent Employee volunteers to work on the first Tuesday in November, such employee shall then be given another day off without loss of pay. Such alternative day shall be given and taken not later than 28 days after the nominated day on a day mutually agreed between the employer and the employee.

Provided that in no circumstances shall an employee forfeit entitlement to the additional holiday and should such extenuating circumstances arise where the day is not taken as described above, it must be given and taken on a day without loss of pay added to the employee's next period of annual leave.

Provided further that where an employee's employment terminates prior to the taking of such alternative day, the employee shall receive an additional day's pay on termination.

40.7 Employees on annual leave or long service leave on the day referred to in this clause 40.6 shall have an additional day added to their next period of annual leave.

### **41. LEAVE IN THE EVENT OF A NATURAL DISASTER**

41.1 The Employer is encouraged to allow affected Employees to take annual leave without loss of pay for a specified period where a natural disaster has a direct impact on the Employee and the Employee is unable to attend work.

41.2 The Employer can direct an Employee to take leave if the Employer is forced to shut down where a natural disaster has a direct impact on the Employer.

## **Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

---

### **PART 6. OTHER MATTERS**

#### **42. CONTINUITY OF SERVICE**

42.1 For the purposes of this Agreement employment will be deemed to be continuous regardless of:

- (a) a period of annual leave;
- (b) a period of long service leave;
- (c) a period of paid personal leave;
- (d) a period of unpaid carer's leave;
- (e) a period of parental leave;
- (f) any unpaid absence on account of leave granted by the Employer;
- (g) any other absence imposed on the Employer by the Employee of not more than 30 days; or
- (h) any sale, transmission or assignment by the Employer of its business.

42.2 However, for the purposes of calculating an Employee's service, absences of the kind mentioned at clauses 42.1(d), 42.1(e), 42.1(f) and 42.1(g) will not be included as service.

#### **43. FREEZER AND DAIRY ALLOWANCES AND CONDITIONS**

43.1.1 Employees whose primary function is the handling or loading of goods into or out of freezer rooms or freezer cabinet (i.e., a room or cabinet with an inside temperature falling below 0 degrees Celsius) shall:

be paid a disability allowance of \$7.50 per week in the case of full-time employees and a pro rata amount in the case of casual and part-time employees.

43.1.2 When working in freezer rooms Employees shall be provided with the following protective clothing:

- (i) fully insulated parka with hood;
- (ii) fully insulated protective gloves;
- (iii) fully insulated protective trousers (upon request).

43.2.1 Employees whose primary function is working in a public dairy room or backfilling a dairy cabinet shall:

be paid a disability allowance of \$11.25 per week in the case of full-time employees and a pro rata amount in the case of casual and part-time employees.

43.2.2 When working in dairy rooms Employees shall be provided with the following protective clothing:

- (i) fully insulated parka with hood;

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

---

- (ii) fully insulated protective gloves;
- (iii) fully insulated protective trousers;
- (iv) waterproof boots.

43.3.1 Employees whose primary function is backfilling in a freezer room (i.e., a room with an inside temperature failing below 0 degrees Celsius), shall:

be paid a disability allowance of \$15.00 per week in the case of full-time employees and a pro rata amount in the case of casual and part-time employees;

43.3.2 Employees whose primary function is backfilling a freezer room shall be provided with the following protective clothing:

- (i) fully insulated protective boiler suit;
- (ii) fully insulated protective head gear;
- (iii) fully insulated protective gloves;
- (iv) fully insulated protective boots;

43.3.3 Employees whose primary function is back filling in a freezer room shall not be required to work in such room for longer than two hours without a ten-minute paid rest pause and, where applied, such rest pause shall be in substitution for any other rest pause under this agreement, which occurs at or around the same time.

43.4 Items of protective clothing detailed in this clause shall be laundered by the employer at the employer's expense.

### 44. UNIFORMS AND PROTECTIVE CLOTHING ALLOWANCES

44.1 In any shop where an employee wears a uniform, cap, coat, overall or other uniform dress the same shall be provided by the employer and shall be laundered by the employer at the employer's expense. Provided that where, by mutual agreement, the laundering is done by the employee or the employer having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid a laundry allowance set out below.

|                                                                 | Amount          |
|-----------------------------------------------------------------|-----------------|
| (a) Laundry allowance for articles that require ironing:        |                 |
| Full Time Employee                                              | \$8.80 per week |
| Part Time and Casual Employees                                  | \$3.00 per day  |
| Maximum Payment                                                 | \$8.80 per week |
| (b) Laundry allowance for articles that do not require ironing: |                 |
| Full Time Employee                                              | \$5.30 per week |
| Part Time and Casual Employees                                  | \$1.80 per day  |

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

---

|                 |                 |
|-----------------|-----------------|
| Maximum Payment | \$5.30 per week |
|-----------------|-----------------|

44.2 Suitable protective clothing shall be provided, upon request, to employees who are to load or unload trucks or customers' vehicles.

### 45. TRANSPORT ALLOWANCES

45.1 An employee required to provide a bicycle or motorcycle shall be paid:

|            | Amount           |
|------------|------------------|
| Bicycle    | \$10.70 per week |
| Motorcycle | \$32.00 per week |

45.2 An Employee required to provide a motor car shall be paid an allowance for the use of their car set out below. Provided that where an Employee occasionally uses his/her car by agreement with his/her Employer, on the Employer's business, he/she shall be paid an allowance for each kilometer so traveled:

|                                      | Amount            |
|--------------------------------------|-------------------|
| Motor car up to and including 2000cc | \$111.70 per week |
| Motor car over 2000cc                | \$133.10 per week |
| Per kilometer traveled               | \$0.33 per km     |

45.3 A Part time or Casual Retail Merchandiser shall be entitled to an allowance of 0.61 if the Employee is required to provide a motor car.

45.4 If the Employer provides a vehicle, he/she shall pay the whole of the cost of the upkeep, registration, insurance and running expenses.

### 46. MEAL ALLOWANCE

46.1 An employee who works overtime after 6.30 pm shall be paid \$10.80 as a meal allowance or with the prior agreement of the employee, shall be provided with a suitable meal approved of by the employee.

46.2 Provided that in general shops:

(a) An employee who is working their normal ordinary hours after 6.30 p.m. on a Thursday or Friday night shall not become entitled to a meal allowance until that employee works overtime of more than 30 minutes after the completion of such ordinary hours.

(b) An employee who is required to work overtime on a Sunday beyond 1.00 pm shall be paid \$10.80 as a meal allowance and if required to work beyond 6.00 pm a further sum of the same amount.

### 47. CLEANING DUTIES

47.1 It shall be part of employees' duties to perform cleaning functions incidental to their work. Without limiting the generality of the foregoing, the dusting of shelves and of stock, the sweeping up of string and wrapping around counters, the cleaning of

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

implements and fixtures used in the work, and the cleaning (including vacuum cleaning) of the immediate work area, shall be so included.

47.2 An employee shall not be required to wet wash floors, clean lavatories, sweep pavements or clean the exteriors of windows other than for the removal of occasional defacements.

47.3 An employee shall not be required to carry out systematic cleaning duties which go beyond the incidental functions as outlined in Clause 47.1 of this clause.

### 48. TRAVELLING TIME, EXPENSES AND ALLOWANCES

48.1 Where an Employee is required to work at a place away from the Employees usual place of employment, the Employer will pay the traveling fares. When an employee is sent by the employer outside the city area to do any work, the employer shall pay traveling fares and accommodation. In addition the employer shall pay the employee at the employee's ordinary rate of pay, except on a Sunday or Public holiday, when the payment shall be time and a half, for all time spent by the employee in traveling outside the normal working hours.

48.2 Where an employee is required to work after the ordinary ceasing time prescribed by this agreement until it is too late to travel by train, omnibus, vessel, or other regular conveyance to his or her usual place of residence, the employer shall provide either proper conveyance or the fare for such conveyance to the employee's usual place of residence.

### 49. OTHER RATES AND ALLOWANCES

The rates set out in the following table shall be paid in addition to the appropriate adult or junior weekly rate:

| Description                                                                                                         | Amount                             |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Window Dressers under the age of 21                                                                                 | \$8.10 per week                    |
| Qualified adult automotive parts and accessories salesperson                                                        | \$26.70 per week                   |
| Section Head                                                                                                        | \$11.70 per week                   |
| Employee with a Licence under the <i>Liquor Act 1982</i>                                                            | \$18.30 per week                   |
| Employee delivering goods (other than newspapers and the like) by box tricycle                                      | \$4.00 per week                    |
| Employee engaged on photographic or other modelling or mannequin work                                               | \$38.80 per week<br>\$7.76 per day |
| Qualified first-aid attendant                                                                                       | \$1.54 per day                     |
| Employee employed by a shop to speak a language in addition to English for the purpose of making sales in that shop | \$7.80 per day                     |
| Ticket writer who has passed an appropriate technical college course, 21 years of age and over                      | \$15.70 per week                   |



## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

|                          |                 |
|--------------------------|-----------------|
| 16 Under 21 years of age | \$7.75 per week |
|--------------------------|-----------------|

### SCHEDULE A – NEW SOUTH WALES SHOP ASSISTANTS

#### PART 1. NEW SOUTH WALES SHOP ASSISTANT CLASSIFICATIONS AND RATES OF PAY

##### 1. Classifications Definitions

1.1 Employees will be classified as follows:

| Classification            | Description of Classification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shop Assistant            | Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day |
| Branch Supervisor         | Branch Supervisor Shop assistants engaged in supervising branch grocery shops.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Shop Assistants in Charge | Shop Assistants in charge of a shop or a department in a shop (not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Window Dresser            | Employees principally engaged in dressing windows                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Retail Merchandiser       | local and country shall mean a person who is employed to stack shelves in a shop and/or carry out such other duties normally associated with the work of a shop assistant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

## Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009

Any dispute relating to an Employee's classification will be dealt with pursuant to clause 8 of the Agreement.

### 2. Rates of Pay

#### 2.1 Ordinary Weekly Rates of Pay:

| <b>Classifications</b>             |                                  | <b>Permanent Hourly Rate</b> | <b>Casual hourly rate<br/>(Inclusive of 15% loading)</b> | <b>Casual hourly rate (Inclusive of 15% loading and 1/12<sup>th</sup> loading)</b> |
|------------------------------------|----------------------------------|------------------------------|----------------------------------------------------------|------------------------------------------------------------------------------------|
| Shop Assistant (21 years and over) |                                  | \$15.84                      | \$18.22                                                  | \$19.74                                                                            |
| Junior Shop Assistant              | Under 16 years of age            | \$6.34                       | \$7.29                                                   | \$7.90                                                                             |
|                                    | 16 years of age                  | \$7.92                       | \$9.11                                                   | \$9.87                                                                             |
|                                    | 17 years of age                  | \$9.51                       | \$10.94                                                  | \$11.85                                                                            |
|                                    | 18 years of age                  | \$11.09                      | \$12.75                                                  | \$13.82                                                                            |
|                                    | 19 years of age                  | \$12.68                      | \$14.58                                                  | \$15.80                                                                            |
|                                    | 20 years of age                  | \$14.26                      | \$16.40                                                  | \$17.77                                                                            |
| Window Dresser                     |                                  | \$16.00                      | \$18.40                                                  | \$19.93                                                                            |
| Retail Merchandiser                |                                  | \$15.84                      | \$18.22                                                  | \$19.74                                                                            |
| Junior Retail Merchandiser         | 18 years of age                  | \$11.09                      | \$12.75                                                  | \$13.82                                                                            |
|                                    | 19 years of age                  | \$12.68                      | \$14.58                                                  | \$15.80                                                                            |
|                                    | 20 years of age                  | \$14.26                      | \$16.40                                                  | \$17.77                                                                            |
| Branch Supervisor                  |                                  | \$16.13                      | \$18.55                                                  | \$20.10                                                                            |
| Shop Assistants in Charge:         | In charge of Nil to 4 assistants | \$16.13                      | \$18.55                                                  | \$20.10                                                                            |

**Iluka Foodworks (The Retailers Association) Employee Collective Agreement 2009**

|                               |                                  |         |         |         |
|-------------------------------|----------------------------------|---------|---------|---------|
| - Without the duty of buying. | In charge of 5 to 12 assistants  | \$16.35 | \$18.80 | \$20.37 |
|                               | In charge of 13 to 25 assistants | \$16.63 | \$19.12 | \$20.71 |
|                               | In charge of over 25 assistants  | \$16.84 | \$19.37 | \$20.98 |
| Shop Assistants in charge     | In charge of Nil to 4 assistants | \$16.17 | \$18.60 | \$20.15 |
| - With the duty of buying     | In charge of 5 to 12 assistants  | \$16.42 | \$18.88 | \$20.45 |
|                               | In charge of 13 to 25 assistants | \$16.74 | \$19.25 | \$20.85 |
|                               | In charge of over 25 assistants  | \$16.93 | \$19.47 | \$21.09 |

**PART 2. LIST OF NEW SOUTH WALES SHOP ASSISTANT EMPLOYERS**

| Company Name            | Store Name      | Trading Address | Trading Suburb  | A.C.N.    |
|-------------------------|-----------------|-----------------|-----------------|-----------|
| Iluka Foodworks Pty Ltd | Iluka Foodworks | 1 Young St      | Iluka, NSW 2466 | 116941621 |

**Iluka Foodworks (The Retailers Association) Employee Collective  
Agreement 2009**

---

**EXECUTED** as an agreement between:

SIGNED by:  
Employer Representative  
for and on behalf of the  
Iluka Foodworks Pty Ltd

30/6/09.

in the presence of:

Witness

Employer Representative

Jeff Mackenzie

Name of Witness (print)

Name of Employer Representative (print)

AND

SIGNED by:  
Employee Representative  
for and on behalf of the  
EMPLOYEES OF  
Iluka Foodworks Pty Ltd  
in the presence of:

30/6/09.

Witness

Employee Representative

Name of Witness (print)

Name of Employee Representative (print)