

KARELLAS INVESTMENTS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2007

In accordance with Part 8 of the *Workplace Relations Act 1996 (C'th)*

BETWEEN

Employer: Karellas Investments Pty Ltd
A.B.N: 48 008 547 911

AND

Employees of the Employer bound by this Agreement

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2. **Definitions**

'Act'	Means the Workplace Relations Act 1996 (C'th) as amended.
'Additional Hours'	Means all hours worked outside ordinary hours as defined in Clause 7.
'Agreement'	Means this agreement.
'AFPC'	Means the Australian Fair Pay Commission, pursuant to the Act.
'APCS'	Means the Australian Pay and Classification Scales, pursuant to the Act.
'Award'	Means the [601] Shop Employees (State) Award and [4165] Retail Industry (State) Training Wage Award, Butchers, Retail (State) Award; Bread Industry (State) Award; Pastry Cooks, &c. (State) Award; and Clerical and Administrative Employees (State) Award as appropriate.
'Classifications'	Means the following classifications in the Award/s: <u>Shop Employees (State) Award</u> <ul style="list-style-type: none">• Shop Assistant• Shop Assistant in Charge (without buying duty; 0-4 assistants)• Shop Assistant in Charge (with buying duty; 0-4 assistants) <u>Butchers, Retail (State) Award:</u> <ul style="list-style-type: none">• Level 6;• Apprentices; <u>Bread Industry (State) Award:</u> <ul style="list-style-type: none">• Level 2;• Apprentices; <u>Pastry Cooks, &c. (State) Award:</u> <ul style="list-style-type: none">• Baking Tradesperson;• Apprentices; <u>Clerical and Administrative Employees (State) Award:</u> <ul style="list-style-type: none">• Grade 1• Grade 2• Grade 3 <u>Retail Industry (State) Training Wage Award:</u> <ul style="list-style-type: none">• Wage Level A; <u>National Training Wage Award 2000:</u> <ul style="list-style-type: none">• Wage Level B;

	or, where appropriate, the APCS, as determined pursuant to the Act.
<i>'Company'</i>	Has the same meaning as 'Employer'
<i>'Employer'</i>	Means Karellas Investments Pty Ltd and includes successor Employers, subject to Part 11 of the Act.
<i>'Employee/s'</i>	Means Employee/s of the Employer covered by this Agreement.
<i>'Existing Employees'</i>	Means Employees of Karellas Investments Pty Ltd employed prior to the commencement of this Agreement.
<i>'Existing Salaried Employees'</i>	Means Employees of Karellas Investments Pty Ltd on an annual salary and employed prior to the commencement of this Agreement.
<i>'New Employees'</i>	Means all Employees of Karellas Investments Pty Ltd employed after the commencement of this Agreement.
<i>'OEA'</i>	Means the Office of Employment Advocate, pursuant to the Act.
<i>'Parties'</i>	Means the Employer and Employee/s
<i>'Protected Allowable Award Matters'</i>	Are as defined in Section 354 of the Act, and include provisions of the Award dealing with rest breaks, incentive based payments and bonuses, annual leave loading, State and Territory specific public holidays, allowances, loadings for overtime and shift work, penalty rates, outworker conditions and any other matter specified in the Regulations.
<i>'Regulations'</i>	Means the Workplace Relations Regulations 2006 (C'th) , as amended.
<i>'Month'</i>	Means 4 and one third weeks (4.3334 weeks) or 30.33 days.

3. Duration & Scope of the Agreement

- 3.1 This Agreement shall have a nominal term of 5 years from the date on which the Agreement is lodged with the OEA.
- 3.2 This Agreement provides for minimum legal entitlements only, and shall not restrict the Employer and Employee/s from agreeing to higher rates of pay, or additional benefits.
- 3.3 All Protected Allowable Award Matters are expressly excluded from operation by this Agreement.

4. Contract of Employment

- 4.1 The employment status of Employees shall be as agreed between the Parties and recorded in writing. This status will be permanent, salaried or casual.

Permanent Employees

- 4.2 A permanent full-time Employee is employed to work 38 hours per week on average over a 52 week period.
- 4.3 A permanent part-time Employee is employed to work less than 38 hours per week on average and shall receive the same conditions as a permanent full-time Employee on a pro-rata basis according to the number of hours the Employee works on a regular basis.

Salaried Employees

- 4.4 Salaried Employee means a permanent Employee whose remuneration is in the form of an annual salary.
- 4.5 Salaried Employees will be required to work reasonable additional hours per week in accordance with the needs of the company.

Casual Employees

- 4.6 Casual Employees are engaged by the hour and are employed on a shift to shift basis.

5. Probation & Termination

- 5.1 Permanent Employees will initially be employed on 6 months probation (the "Probation Period"). During the Probation Period, either the Employer or Employee may terminate the employment relationship by giving at least one day's notice of their intention to terminate. The Employer may at any time during or on completion of the Probation Period confirm the Employee's ongoing employment with the Employer.
- 5.2 Following expiry of the Probation Period termination is by notice or payment in lieu of notice (in the case of the Employer), or forfeiture of pay (in the case of the permanent Employee), in accordance with the following table:

Permanent Employee's period of continuous service with the Employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In addition to the notice specified above, permanent Employees 45 years of age or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.

- 5.3 The provisions of clause 5.2 shall not apply to casual Employees, who are engaged and paid by the hour.
- 5.4 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employee is guilty of serious misconduct. For the purposes of this clause, serious misconduct includes:
- 5.4.1 Wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of the contract of employment, including:
- i. theft of any property of the Employer or customer of the Employer
 - ii. fraud (including falsifying time records); or
 - iii. assault of any customer, fellow Employee or employer party; or
 - iv. the Employee being intoxicated at work or Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug, so impaired that the Employee is unfit to be entrusted with their duty or with any duty that they would reasonably be called upon to perform.; or

- v. the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; or (as specified in the Regulations); or
- vi. the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; or

5.4.2 Conduct that causes imminent, and serious, risk to:

- i. the health, or safety, of a person; or
- ii. the reputation, viability or profitability of the Employer's business.

5.5 Upon termination of employment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Employee's possession as a consequence of that employment.

5.6 For the purposes of this clause, continuity of service shall be calculated from the date of commencement to the date of notice of termination, provided there has not been any unauthorised breaks in the employment of one month or more.

6. Classifications

6.1 Each Employee is classified as assessed by the Employer as follows:

Shop Employees:

6.1.1 ***Shop assistant*** - Employees requiring initial training, working in a team environment and undertaking customer service duties, when assessed as competent, principally involving, but not limited to checkout area functions, replenishing shelves, filling stock, checking deliveries, collecting trolleys, price checks, rotation of stock, packing stock onto trays and pricing, serving customers, weighing stock, packing stock, sweeping and mopping spillages incidental to day to day operations, general cleaning of work areas, slicing and presenting stock and any duties as directed by superiors within the Employee's skill.

6.1.2 ***Assistant Department Manager (2IC)*** - Employees undertaking shop assistant duties and who carry out instructions from the Department Manager. Employees at this level may be expected to manage the department in the absence of the Department Manager and maintain the standards that have been defined within the department including but not limited to presentation standards, ordering, cleaning routines, direction of shop assistants, the clearance of expired or damaged stock and any duties as directed by superiors within the Employee's skill.

6.1.3 ***Department Manager*** – Employees who perform duties of a Shop Assistant and Assistant Department Manager (2IC) with a high level of proficiency and are assigned by the Employer to assist in managing the operations of a specified department, including the daily training and supervision of staff and is responsible to the Store Manager. Employees at this level will be responsible for, but not limited to, designing rosters to be signed off by Store Manager, maintaining great customer service throughout the department, department and staff presentation, the enforcement of company policy within the department, compliance with hygiene standards within the department, ordering, removal of damaged or expired stock, daily invoicing, the checking

of deliveries, staff structures within the department, budgets and any duties as directed by superiors within the Employee's skill.

- 6.1.4 **Duty Manager** – Employees who perform duties of a lower classification with a high level of proficiency and are assigned by the Employer to assist in managing the store in the absence of the store manager, assistant store manager or grocery manager. Employees at this level are responsible for, but not limited to, maintaining the store standards as set down by the store manager, maintaining great customer service with particular emphasis on the service department, maintaining a high level of presentation of all departments within the store, enforcing all cleaning and health standards as set down by the store manager and dealing with all customer issues with a professional manner and reporting to the store manager. The Duty Manager will be expected to undertake any duties as directed by superiors within the Employee's skill.
- 6.1.5 **Grocery Manager** – Employees who perform duties of a lower classification with a high level of proficiency and are responsible for but not limited to maintaining the grocery department to the standards as set down by the store manager, maintaining grocery orders both warehouse and direct, carrying out daily tours of the store, carrying out promotional activity, checking loads and deliveries and claim all discrepancies, overseeing night fill with hours and staff rosters and budgets, and in the absence of the store manager and assistant store manager take the responsibilities of running the store. The Grocery Manager will be expected to undertake and any duties as directed by superiors within the Employee's skill.
- 6.1.6 **Assistant Store Manager** - Employees who perform all lower classification duties with proficiency and are responsible for, but not limited to, managing the store in the absence of the store manager, maintaining all food handling and hygiene standards, maintaining all occupational health and safety standards, maintaining all standards of the store in accordance with company policy as set by the Employer, carry out daily tours, maintaining good customer service with particular emphasis on the service departments, maintaining rosters and budgets on a weekly basis, overseeing ordering of the departments to improve in stock performance, carrying out compliance checks of advertising, demonstrating professional skills when dealing with suppliers and staff and any duties as directed by superiors within the Employee's skill.
- 6.1.7 **Store Manager** - Employees who perform all lower level duties with a high level of proficiency and are specifically assigned by the Employer to manage the operations of the store as a whole. The Store Manager reports directly to senior executive management and the directors of the Employer.

Trade Qualified Employees:

- 6.1.8 **Baker** – An Employee possessing appropriate trade qualifications and a sound knowledge of baking technology and practice and is capable of operating flexibly throughout the production area. Bakers are required to perform the following indicative duties: machine setting, loading, operation and maintenance; recognising and weighing ingredients; monitoring and adjusting dough quality; inspecting products and/or materials for conformity

with established operational standards; understand and implement quality control techniques; operate subsidiary equipment; understand the final proof process and baking process.

6.1.9 **Pastry Cook** – An Employee possessing appropriate trade qualifications required to perform the following duties, including but not limited to: weighing, mixing, baking, icing, piping or creaming, filling, ornamenting, rolling paste or dough by machine or hand, making muffins, crumpets, hot plate goods, hamburger buns, doughnuts or fermented baked goods.

6.1.10 **Butcher** – An Employee possessing appropriate trade qualifications required to perform general butchering duties.

Apprentices:

6.1.11 Employees undertaking an apprenticeship in the bread, pastry cooking or meat manufacturing trades in accordance with the relevant provisions of the Apprenticeship and Traineeship Act 2001. The period of the apprenticeship shall be set out in the Employee's training contract.

Clerical Employees (Head Office):

6.1.12 **Level 1** means an Employee who works under direct supervision and applies knowledge and skills to a limited range of tasks. Such tasks may include receiving and distributing incoming mail; data entry; receive and relay oral and written messages; and open computer file, retrieve and copy data.

6.1.13 **Level 2** means an Employee who may work under routine supervision with intermittent checking. Indicative tasks of a Level 2 position include updating and modifying existing organisational records; data entry; responding to incoming telephone calls; provide information from own function area; operate equipment; organise own work schedule; participate in identifying tasks for team; and reconcile invoices for payment to creditors.

6.1.14 **Level 3** means an Employee who works under limited supervision with checking related to overall progress. An Employee at this level may be responsible for the work of others and may be required to co-ordinate such work. Duties include, but are not limited to reconciliation and balancing of accounts, preparing bank reconciliations, data entry; documentation and lodging of takings at bank, receiving and documenting payment/takings, dispatching statements to debtors, following-up and recording outstanding accounts, dispatching payments to creditors.

6.2 It is necessary for the Employer to respond to the needs and workloads across the organisation. Therefore we require the Employee to remain flexible, and work as a team. An Employee within the classification may be asked to perform a wider range of duties including work, which is incidental or peripheral to his/her main tasks or functions.

Cleaning Duties

6.3 It shall be part of Employee duties to perform cleaning functions incidental to their work including cleaning breakages and spillages.

- 6.4 The Employee shall reasonably comply with any lawful direction from their Manager/Employer regarding cleaning duties, so long as the direction is within the Employee's skill level.

7. Ordinary Hours of Work

- 7.1 Ordinary hours of work for Employees will not exceed 38 hours per week on average over 52 weeks.
- 7.2 Ordinary hours may be worked between 5.00am and Midnight Monday to Sunday.

Additional Hours

- 7.3 An Employer may require an Employee to work reasonable Additional Hours. The Employee may refuse to work Additional Hours where this would result in the Employee working hours which are unreasonable, having regard to:
- 7.3.1 Any risk to the Employee's health and safety;
 - 7.3.2 The Employee's personal circumstances, including any family responsibilities;
 - 7.3.3 The needs of the workplace or enterprise; and
 - 7.3.4 The notice (if any) given by the Employer of the Additional Hours and by the Employee of his or her intention to refuse it.

8. Minimum Wages for Ordinary Hours

- 8.1 The minimum rates of pay for each hour worked by Existing Employees are in accordance with the Australian fair Pay and Condition Standard (AFPCS) and as specified in clause 9 to this Agreement. These rates will be adjusted proportionate to movements in the AFPCS as amended by the Australian Fair Pay Commission from time to time.
- 8.2 The legal minimum rates of pay for each hour worked by New Employees will be in accordance with the AFPCS as adjusted by the Australian Fair Pay Commission from time to time.
- 8.3 Salaried Employees are compensated for all hours worked, including additional hours, within their ordinary weekly wage. Weekly wages for salaried Employees are calculated taking into account the expected hours of work on average over 52 weeks. Salaried Employees are not entitled to penalties as specified in clause 9 in addition to their weekly wage.
- 8.4 Casual Employees will be entitled to the appropriate casual rate of pay in accordance with the Australian fair Pay and Conditions Standard, which includes a casual loading of 20%.
- 8.5 A casual Employee shall not receive a penalty on a loading. This shall mean that casual Employees shall not be entitled to penalty rates calculated on the casual; loading in addition to that casual loading for the actual hours worked.
- 8.6 An employee not attending for work, except as provided elsewhere in the Agreement, shall not be paid for the time of such non-attendance.

9. Penalty Rates

9.1 Non – Salaried Existing Employees are entitled to the following penalties.

Sundays

9.2 All hours worked by an Existing Employee on a Sunday between 5am and midnight shall be paid at a rate of time and a half the Existing Employee's ordinary hourly rate of pay.

Night Times

9.3 All hours worked by an Existing Employee between midnight and 5am on any day from midnight Sunday to 5am Saturday shall be paid at a rate of time and a quarter the Existing Employee's ordinary hourly rate of pay.

Public Holidays

9.4 All hours worked by an Existing Employee on a Public Holiday, as defined by clause 13 of this Agreement, shall be paid at a rate of double time the Existing Employee's ordinary hourly rate of pay.

10. Time and Wage Records

10.1 The Company shall keep time and wage records showing the name of each Employee, the hours worked each week by, and the wages and overtime paid to each Employee. Such record shall be open for inspection by the relevant Employee.

11. Rosters

11.1 As far as practically possible, the Employer will draw up a roster 1 week in advance. Changes to rosters may occur with 24 hours notice or, subject to the availability of the Employee, with less notice if by mutual consent.

11.2 Congruent with clause 11.1, starting times may be changed by agreement with the Employee, prior to the Employee's arrival for work.

12. Traineeships

12.1 The minimum rates of pay for Trainees are in accordance with the Australian Fair Pay and Conditions Standard.

12.2 For the purposes of this Clause:

12.2.1 ***Traineeship Agreement*** means an agreement between an Employer and a permanent Employee that is registered with the relevant State or Territory training authority or under a law of a State or Territory relating to the training of Employees.

12.2.2 ***Trainee*** means a permanent Employee (other than an apprentice) who is bound by a Traineeship Agreement.

13. Public Holidays

- 13.1 The following days are public holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day and Boxing Day, and any other gazetted public holidays in the relevant state or territory in which the work is being performed.
- 13.2 The Employer may request the Employee to work on a particular public holiday. The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so, in accordance with the provisions of Part 12, Division 2, of the Act.
- 13.3 Where a store opens for trade on a public holiday, Employees who would normally be rostered to work may request to work the day or part thereof and shall be paid their ordinary hourly rate plus appropriate penalties for time so worked.

14. Late Deliveries

- 14.1 A permanent part-time or casual Employee who is unable to perform meaningful work due to the late arrival of a delivery may be requested by the Employer to delay his/her commencement time of work provided the later starting time and finishing time does not interfere with the Employee's genuine family responsibilities.

15. Superannuation

- 15.1 The Employer shall contribute, on behalf of the Employee, superannuation to a fund that will be nominated by the Employer, in accordance with the requirements of the relevant, prevailing superannuation legislation.

16. Confidential Information

- 16.1 Any trade secret, business information or other like information, whether documented or not, of a confidential nature gained by the Employee during the course of employment, shall not, without the specific authority of the Employer, be passed on to any person who would be in a position to use such information to the detriment of the Employer. Nor shall such information be used for the personal benefit of the Employee. Such misuse will warrant instant dismissal and further action as deemed appropriate by the Employer.

17. Other Employment

- 17.1 Employees must not, without the written consent of the Employer, undertake other paid employment which will conflict with the interests of the Employer, or which may impair ability to complete their normal work, to the full satisfaction of the Employer.

18. Annual Leave

18.1 This clause applies to Employees other than casuals.

Annual Leave Guarantee

18.2 Permanent Employees are entitled to 4 weeks' paid annual leave per year of continuous employment. Annual leave accrues on a pro-rata basis for each completed four week period of continuous employment.

18.3 All eligible Existing Employees are entitled to a loading or 17.5% on his/her wages for a period of annual leave taken, for a maximum of four weeks in any one completed year. Annual leave loading will not apply to the cashing out of any portion of the Employees annual leave entitlement.

18.4 Annual Leave loading will not apply to any annual leave entitlement paid out upon termination of employment.

Cashing Out

18.5 An Employee may elect to forego an entitlement to take an amount of annual leave credited to the Employee by way of a written request to the Employer. Where such a request is made and approved by the Employer, the Employee will receive a payment in lieu of the amount of annual leave at a rate no less than the Employee's agreed rate of pay at the time the election is made.

18.6 The maximum amount of annual leave an Employee can forego during each 12 month period of employment is 2 weeks for Employees working an average of 38 hours per week. Employees working less than 38 hours per week are entitled to forego a pro-rata amount.

18.7 Notwithstanding the above, in accordance with Section 230 of the Act, the Employee and Employer may agree about matters by other means.

19. Sick/Carer's Leave

19.1 Subject to clause 19.2, a permanent Employee who is unable to attend or remain at his/her place of employment due to personal illness or personal incapacity, shall be entitled to pay at the appropriate ordinary hourly rate as follows:

19.1.1 Up to 10 days sick pay for each year of continuous employment, accruing on a pro-rata basis for each completed four week period of continuous employment. The Employee will be paid the amount the Employee would otherwise have been paid had the Employee worked during that period.

19.1.2 Unused sick leave entitlements shall be cumulative.

19.1.3 Permanent Employees are entitled to access a maximum of 10 days per year of their sick leave entitlement to provide care or support to a sick or injured immediate family or household member.

19.1.4 Immediate Family member includes a spouse, the child, parent, grandparent, grandchild or sibling of the Employee, or of the Employee's spouse.

- 19.2 To be eligible for benefits in clause 19.1 the permanent Employee must comply with the following conditions:
- 19.2.1 The permanent Employee shall, where practicable, advise the Employer of his/her inability to attend for work at least 3 hours prior to the commencement of their shift and as far as possible the nature of the illness and the estimated period of absence.
- 19.2.2 The permanent Employee shall produce a medical certificate or statutory declaration to prove the permanent Employee's inability to attend for duty on the days in respect of which sick or carer's leave is claimed.
- 19.2.3 A permanent Employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to workers compensation.
- 19.3 Paid sick/carer's leave entitlements do not apply to casual Employees.

20. Compassionate Leave

- 20.1 Permanent Employees are entitled to a period of 2 days compassionate leave per occasion if:
- 20.1.1 A member of the Employee's immediate family or household, as defined by the Act:
- (i) contracts a personal illness that poses a serious threat to his/her life; or
 - (ii) sustains a personal injury that poses a serious threat to his/her life; or
 - (iii) dies; and
- 20.1.2 The claim for compassionate leave has been made by the Employee in accordance with the Employer's compassionate leave claims policy and procedure.
- 20.1.3 Immediate Family member includes a spouse, the child, parent, grandparent, grandchild or sibling of the Employee, or of the Employee's spouse.
- 20.2 Paid compassionate leave entitlements do not apply to casual Employees.

21. Unpaid Carer's Leave

- 21.1 Permanent and casual Employees are entitled to a period of up to 2 days unpaid carer's leave for each occasion (a permissible occasion) when an Employee's immediate family or household member, as defined by the Act, requires care or support during such a period because of:
- 21.1.1 A personal illness or injury; or
- 21.1.2 An unexpected emergency.
- 21.2 An Employee is entitled to unpaid carer's leave only if the Employee complies with the notice and documentation requirements under clause 19.2, to the extent to which they apply to the Employee.

- 21.3 A permanent Employee is only entitled to unpaid carer's leave for a particular permissible occasion if the Employee has exhausted all of their paid sick/carer's leave entitlement.

22. Parental Leave

- 22.1 Parental leave entitlements are in accordance with the Act and apply to permanent and eligible casual Employees.

- 22.2 An eligible casual Employee is an Employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who, but for the pregnancy or the decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.

- 22.3 For the avoidance of doubt, parental leave includes maternity leave, paternity leave and adoption leave.

23. Long Service Leave

- 23.1 Employees are entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW).

- 23.2 An Employee who has 10 years continuous service qualifies for an entitlement of 2 months long service leave.

- 23.3 In the case of an Employee who has completed at least 10 years service but less than 15 years with an Employer and whose services with the Employer are terminated or cease for any reason, be a proportionate amount on the basis of 3 months for 15 years service

- 23.4 An Employee is entitled to payment for long service leave at the 'ordinary' rate of pay which applies to the Employee at the time that the leave is taken. The Employee would also be entitled to any pay increases awarded during the period of long service leave.

24. Security Guidelines

Cash Shortages

- 24.1 Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortage which may occur unless such Employee has sole access to such monies.

- 24.2 This provision shall not affect the Employer's right to take such disciplinary or legal action as the Employer considers necessary.

25. Presentation

- 25.1 Employees must maintain the highest presentation in dress standards in both issued uniforms (where applicable) and personal dress.

26. Jury Service

- 26.1 A permanent Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 26.2 An Employee shall notify the Employer as soon as possible of the date upon which they is required to attend for jury service. Further an Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 26.3 While on jury service an Employee will not be required to attend work until the completion of jury service. Provided that where the attendance at jury service on any day is less than 4 hours an Employee shall be required to report for work if rostered after the jury service for their normal rostered hours less the time spent on jury service.

27. First-Aid

- 27.1 In each workplace where Employees are regularly employed, the Employer shall provide and continuously maintain, at a place or places reasonably accessible to all Employees, an adequate first aid outfit.

28. Dispute Resolution Procedure

- 28.1 All disputes or grievances arising between the Employer and Employees shall as far as practical be resolved at the workplace level through consultation among all of the parties within the Employer. Accordingly the following procedure must be followed:
 - 28.1.1 Initially the Employee shall discuss any grievance, dispute or claim with their immediate supervisor or line manager;
 - 28.1.2 If the matter is not resolved at such a meeting, the parties may hold further discussions with appropriate senior levels of management;
 - 28.1.3 If the matter cannot be resolved at the workplace level, the parties agree to refer the matter to Enterprise Initiatives Pty Ltd who will engage a third party mediator to mediate the dispute. Any such mediator will conduct the mediation in accordance with the provisions of Part 13, Division 6 of the Act.
- 28.2 To the extent that the dispute concerns Employee entitlements or Employer obligations under the Agreement the Employer will ask for the Employee's agreement to seek advice from EI Legal Pty Ltd.
- 28.3 This dispute resolution procedure does not apply to Employees where the Employer has given notice and reasons for termination according to clause 5 of the Agreement.
- 28.4 Where the parties agree to pursue mediation the parties:-

28.4.1 Will participate in the mediation process in good faith;

28.4.2 Acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process;

28.4.3 Agree not to commence any action against the other party; and

28.4.4 Agree that during the time when the parties attempt to resolve the matter:

- i) the parties continue to work in accordance with their contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
- ii) subject to relevant provisions of any State or Territory occupational safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
- iii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

29. Posting of Agreement

29.1 A copy of this agreement and any variations made thereto shall be kept displayed in a conspicuous place at the workplace.

30. Stand Down

30.1 The Employer may stand down an Employee without pay where the Employee cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where the Employer cannot reasonably be held responsible.

30.2 For the avoidance of doubt, an Employee's continuity of service is not broken during a period of stand down.

31. No Extra Claims

31.1 It is a term of this agreement that the parties undertake, for the duration of the agreement, not to pursue any extra claims.