REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/126

<u>TITLE: Nuance Global Traders Central Bond Warehouse Enterprise</u>
<u>Agreement 1999</u>

I.R.C. NO:

00/957

DATE APPROVED/COMMENCEMENT: 28 March 2000

TERM:

27 September 2001

NEW AGREEMENT OR

VARIATION:

New - Replaces EA98-11

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees classified as Storemen or Supervisors located at 17 O'Riodan Street Alexandria

PARTIES: Adam Cairns -&- Adam Cairns, Ross Cartwright, Darren Flavell, Evelyn Fuller, Sergei Grinfeld, Kobi Hammond, John Koloubas, Jeremy Miller, Nuance Global Traders (Australia) Pty Limited, Philippe Reichenfeld, Brian Shepherd, Rodney Smith, Alexander Sutherland, Neville White, Lawrence Yarad, Kosta Zigouris.

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Nuance Global Traders
Central Bond Warehouse
Enterprise Agreement 1999

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1. ARRANGEMENT

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2. PARTIES BOUND & AREA AND INCIDENCE

- (a) This Agreement is between Nuance Global Traders, located at 17 O'Riordan Street, Alexandria and all employees engaged pursuant to the classifications referred to in clause 5, at the Company's Alexandria site.
- (b) This Agreement regulates the employment of all employees employed by the Company in the classifications referred to in clause 5.

3. RELATIONSHIP TO PARENT AWARD

- (a) This agreement rescinds and replaces the Nuance Global Traders (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 1997.
- (b) This Agreement shall be read in conjunction with the Storemen and Packers, Bond and Free Stores (State) Award (the "Award"). However, where there is inconsistency between this Agreement and the Award, this Agreement shall override the Award.

4. DURATION

(a) This Agreement shall take effect from certification and shall name in force un September 2001.

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5. CLASSIFICATION STRUCTURE & CAREER PATHS

5.1 Employees will be classified in accordance with the following gradings:

Grade 1 Storeperson

The competency requirements for Grade 1 Storeperson, are:

An ability to count, pick/pack, check and work under instruction.

Grade 1 Tester Storeperson

The competency requirements for Grade 1 Tester Storeperson, are:

An ability to count, pick/pack, check and work under instruction.

Grade 2 Storeperson

The competency requirements for Grade 2 Storeperson, are:

The attainment of a minimum of 13 points from the proficiency areas set out below, there are a potential 17 points available. The detail of each area of proficiency is specified in Clause 5.2.

Forklift Ticket	2	Storage Proficiency	2
2 Years' Employment	2	Stock Control 1	2
Picking Proficiency	2	Attitude	1
Receiving Proficiency	2	Attendance	1
Despatch Proficiency	2	Housekeeping	1

Grade 2 Tester Storeperson

The competency requirements for Grade 2 Tester Storeperson, are:

The attainment of a minimum of 10 points from the proficiency areas set out below, there are a potential 13 points available. The detail of each area of proficiency is specified in Clause 5.2.

2 Years' Employment	2	Receiving Proficiency	2
Record Maintenance	2	Attitude	1
Marketing /Point of Sale		Attendance	1
(POS) Displays	2	Housekeeping	1
Stock Management	2		

Grade 3 Storeperson

The competency requirements for Grade 3, are:

The attainment of a minimum of 10 points from the proficiency areas set out below, there are a potential 12 points available. Alternatively, points available up to a maximum of 2 points may be obtained from unattained points for Grade 2. The detail of each area of proficiency is specified in clause 5.2.

System Proficiency	2	Chep Reconciliations	2
Dangerous Goods (DG)		Radio Frequency (RF) Pro	oficiency/
Proficiency ~	2	Leadership skills	2
Stock Control 2	2	Service Culture	2.

Supervisor

Promotion to the Supervisor level will only be by appointment and negotiation, as and when positions become available.

5.2 **Competency Requirements**

The detail of the competency requirements in each proficiency area for Grade 2 are as follows:

Forklift Ticket (2 points)

The relevant Storeperson, must:

- be eligible for a forklift ticket as per WorkCover requirements;
- complete relevant training and meet log book maintenance requirements. When there is a sufficient number of trainees available, an assessor will be arranged for a test and ticket issue, if successful. (Nuance will cover the costs of assessment and the initial cost of the ticket.):
- have a minimum of 2 months' driving practice, prior to assessment, including the reading of provided literature, safety and equipment maintenance procedures.

2 Years' Employment (2 points)

The relevant Storeperson or Tester Storeperson, must:

Industrial Registrar have a minimum period of 2 years' continuous service in permanent employment

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in the Central Warehouse. Employment period shall be based on attendance in the Central Warehouse. No continuance will be accepted for transferring employees from other departments of the Company;

not be a casual employee. Casual employees must obtain permanency prior to the commencement of the time clock

Picking Proficiency (2 points)

The relevant Storeperson, must:

- be actively picking orders for a minimum period of 5 weeks;
- during 4 consecutive weeks of the picking period, have less than 10 picking errors in at least one of those weeks;
- during the picking period, have no mis-consignments, ie. placing the consigned cartons onto the wrong store's pallet;
- when packing cartons, always ensure product protection, and minimal volume utilisation;
- ensure pallets are stacked straight and square, with no overhang;
- be conversant with store bin location system layout.

Receiving Proficiency (Storeperson) (2 points)

The relevant Storeperson, must:

- be actively receiving purchase orders for a minimum period of 5 weeks;
- be capable of checking off goods against a binning sheet, putting stock away, and "locating" it within the warehouse location system;
- fully understand and have carried out, the maintenance of the manifest system, including reconciliation with export documents;
- have a good working knowledge of and be conversant with, the excel spreadsheets used in the logging of receipts;
- understand relevant documentation Eg delivery docket, invoice, bill of lading etc, and the processing of such documentation;
- possess a fork-lift licence.

Despatch Proficiency (2 points)

The relevant Storeperson, must:

- have a full understanding of the despatch schedule days, for each route;
- be conversant with completion of consignment notes, for all carriers, ordering pick-ups and the use of weighing and wrapping equipment;
- be able to maintain pallet accounts, and all documentation relating to the despatch function;
- understand and generate Dangerous Goods declarations.



Storage Proficiency (2 points)

The relevant Storeperson, must:

- comprehend the location system within the warehouse, and the designation of product groupings within areas of the warehouse;
- understand and be capable of maintaining the bin locations, within Infopath, for inter-bin stock movements;
- be able to use Infopath for the retrieval of stock;
- be able to properly cross-stack cartons on a pallet;
- be able to properly identify stock on the pallet face.

Stock Control 1 (2 points)

The relevant Storeperson, must:

- be able to tag in transfer stock from other stores;
- be familiar with stock-take procedures and processes, including freezing, counting and data entry;
- understand and use investigative techniques in stock reconciliations.;
- be conversant with Infopath movement tracking screens;
- understand cut-offs for stock counting;
- be able to process mispack claims from stores efficiently, and maintain mispack claims records.

Record Maintenance (2 points)

The relevant Tester Storeperson, must:

 Maintain records of Tester requisitions by store, despatch date, box numbers and stock details.

Marketing/Point of Sale (POS) Displays (2 points)

The relevant Tester Storeperson, must:

- ensure compilation and despatch of new product POS displays and testers occurs in a timely way;
- liaise with Marketing and Merchandising Departments and suppliers in carrying out the duties noted in the previous dot point.



Stock Management (2 points)

The relevant Tester Storeperson, must:

 check and record receipts and distribution of testers by product names via a card system.

Receiving Proficiency (Tester Storeperson) (2 points)

The relevant Tester Storeperson, must:

- be actively receiving purchase orders for a minimum period of 5 weeks;
- be capable of checking off goods against a binning sheet, putting stock away, and "locating" it within the tester location system;
- fully understand and have carried out, the maintenance of the manifest system, including reconciliation with export documents;
- have a good working knowledge of and be conversant with logging of receipts;
- understand relevant documentation Eg delivery docket, invoice, bill of lading etc, and the processing of such documentation.

Attitude (1 point)

The relevant Storeperson or Tester Storeperson, must have a commitment to Warehouse objectives. A commitment to Warehouse objectives will be evidenced by the following:

- Willingness to comply with instructions;
- Cooperation with co-workers and management;
- Reliable and dependable behaviour;
- Desire to promote Company held Values.

Attendance (1 point)

The relevant Storeperson or Tester Storeperson, must:

- comply with Company policies with regard to all leave and working hours in addition to:
 - being available for reasonable overtime as and when required;
 - demonstrating a responsible attitude to the taking of sick leave.

Housekeeping (1 point)

The relevant Storeperson or Tester Storeperson, must:

- ensure daily that their immediate work area is clean and tidy;
- actively participate in the weekly cleaning roster.

The detail of the competency requirements in each proficiency area for Grade 3, are as follows:

System Proficiency (2 points)

The relevant Storeperson, must:

- have expertise in Infopath navigation, in the enquiry, data entry, purchase order and despatch screens;
- the ability to accurately maintain files and carry out data entry of the despatch function:
- have operational ability on Excel spreadsheets.

Dangerous Goods (DG) Proficiency (2 points)

The relevant Storeperson, must:

- have knowledge and understanding of the Dangerous Goods Code;
- be able to competently apply compliance procedures i.e. generation of declarations, carton labelling, handling, storage and transportation.

Stock Control 2 (2 points)

The relevant Storeperson, must:

- be pro-active in eliminating stock discrepancy due to processing;
- an ability to successfully perform stock-take reconciliation;
- be competent in remission/damages management, and documentation.

Chep Reconciliations (2 points)

The relevant Storeperson, must:

- be able to perform pallet control reconciliations, against accounts;
- be aware of all areas of potential loss, and protect against shrinkage;
- monitor pallet levels, and manage hire/de-hire.

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Radio Frequency (RF) Proficiency OR Leadership Skills (2 points)

Radio Frequency (RF) Proficiency

This area of proficiency is not achievable until the Warehouse Management System is implemented. However, when it is implemented the relevant Storeperson, must:

- have an ability to properly use hand held scanners, and operate for programmed functions;
- be able to use barcode printers for label production;
- ensure the protection and maintenance of equipment.

Leadership Skills

The relevant Storeperson, must demonstrate leadership skills, via a combination of the following:

- taking responsibility for less experienced employees' work in the absence of the supervisor;
- training of new starters in warehouse processes and procedures (including logistics systems and safety);
- mentoring of less experienced employees;
- initiative displayed by appropriate day to day decision making as required;
- initiative displayed by suggested improvements to warehouse processes and/or procedures;
- successfully undertaking a special project (eg responsibility for a particular area of the warehouse) approved by management.

Service Culture (2 points)

The relevant Storeperson, must:

- understand and demonstrate commitment to internal and external customer service, both within the Central Warehouse functions and more broadly within the Company;
- cooperate and support co-workers and management in the achievement of agreed service levels.

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6. RATES OF PAY

Employees covered by this Agreement will be paid in accordance with the relevant rates set out in the following table:

Classifications/ Grades	Current Rates	Pay rate after certification, back-dated to 27/9/99		Pay rate in 1 st full pay period after 27/9/2000	
	24460	Increase*	Pay Rate	Increase**	Pay Rate
Storeperson/ Tester Storeperson Grade1	\$534.13/wk	2%	\$544.80/wk	1.5%	\$553.00/wk
Storeperson/ Tester Storeperson Grade 2	N/A	6%	\$566.20/wk	1.5%	\$574.70/wk
Storeperson Grade 3	N/A	8%	\$576.85/wk	1.5%	\$585.50/wk
Supervisor	\$646.15/wk	4%	\$672.00/wk	1.5%	\$682.10/wk
Casual Storeperson	\$16.173/hr	2%	\$16.485/hr	1.5%	\$16.735/hr

- * Increases based on current rates. Storeperson/ Tester Storeperson increases based on current Storeperson Grade 1 rate.
- ** Increases based on Pay Rates after certification

The rates in the table incorporate:

- Ordinary hours;
- Forklift allowance; and
- Dust allowance.

7. SUPERANNUATION

- (a) The Company shall make contributions equal to 9% of their ordinary time earnings to all employees (not casual) who make personal contributions of 5% of their ordinary time earnings.
- (b) For all other employees, the Company shall make contributions equivalent to 7% of their ordinary time earnings, in line with the relevant federal legislation.

8. HOURS

- (a) The ordinary hours of work for day workers exclusive of meal times, shall average 38 per week, Monday to Friday and shall be worked between the hours of 6.00am and 6.00pm.
- (b) The 38 hour average week will be worked as currently operating or may be worked in a range of ways agreed with the individual employees.

9. ROSTERED DAY OFF (RDO)

- (a) Following the certification of this Agreement, an individual employee will not accrue more than 2 RDOs at any time. RDOs already accrued at the time of certification of this Agreement will not be affected by this clause.
- (b) RDOs will be taken by agreement between the Company and the employee. Prior to an employee seeking to use an RDO, the employee will give the Company at least 7 days written notice of the employee's request.
- (c) With the agreement of the Company, an employee may substitute their RDO to take it in 2 half days.
- (d) Where an employee falls ill on a scheduled RDO and subject to the provision of a Doctor's Certificate as proof of such illness, the employee will be entitled to another day in lieu to be arranged with the approval of the Company.

10. SHIFT WORK

- (a) **DEFINITIONS** For the purposes of this clause:
 - (i) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
 - (ii) "Continuous Work" means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least 6 consecutive days without interruption except during break downs, meal breaks, or due to causes beyond the control of the Company.
 - (iii) "Early Morning Shift" means any shift commencing at or after 4.00 a.m. and before 6.00 a.m.
 - (iv) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

(v) "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

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- (b) General The ordinary working hours of shift workers shall be 38 hours per week, averaged over a period of up to 4 weeks and shall be worked at such times as the company may require, provided that:
 - (i) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in any twenty-four hours.
 - (ii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
 - (iii) the ordinary working hours of any shift shall be worked continuously except for meal breaks to be taken at such times as the company may direct;
 - (iv) an employee may be required to work for up to 5 hours before a meal break occurs.
- (c) Rosters shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (d) An employee shall not be required by the company to work an early morning shift where this would impose upon that employee any unreasonable personal hardship(s). Without limiting the generality of the concept "any unreasonable personal hardship(s)", it shall include where an employee is unwilling to work a morning shift on account of illness, incapacity, domestic or other pressing necessity."
- (e) Early Morning Shift Allowances:
 - (i) A shift worker whilst on early morning shift shall be paid for such shift a penalty payment of 12.5% in addition to the ordinary rate of pay.
 - (ii) A shift worker who works on morning shift which does not continue for at least five successive mornings shall be paid for each such shift 50 % for the first three hours thereof and 100 % for the remaining hours thereof in addition to his/her ordinary rate.
- (f) Afternoon or Night Shift Allowances:
 - (i) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 % more than his/her ordinary rate.
 - (ii) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid for each such shift 50 % for the first three hours thereof and 100 % for the remaining hours thereof in addition to his/her ordinary rate.
 - (iii) An employee who:

1. during a period of engagement on shift, works night shift only, or Registrar

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- 2. remains on night shift for a longer period than four consecutive weeks, or
- 3. works on a night shift which does not, during a particular shift cycle, give the employee at least one-third of the employee's working time off night shift in that shift cycle,

shall be paid 30 % more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.

- (g) Saturday Shifts- The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (e) and (f) of this clause.
- (h) Overtime Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this agreement or on a shift other than a rostered shift shall:
 - (i) if employed on continuous work be paid at the rate of double time; or
 - (ii) if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter, except in each case when the time is worked:
 - by arrangement between the employees themselves;
 - for the purpose of effecting customary rotation of shifts; or
 - on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the company to deduct payment for a day,

provided that when not less than eight hours' notice has been given to the company by a relief employee that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on his rostered day off the unrelieved employee shall be paid double time.

- (i) Requirements to Work Reasonable Overtime The company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (j) Sundays & Public Holidays Shift workers performing work on a rostered shift the major portion of which is performed on a Sunday or public holiday shall be paid as follows:
 - (i) Sundays at the rate of double time.

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(ii) Public holidays as prescribed by the Holidays clause of the Award, at the rate of double time and a half.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight shall not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday shall be regarded as time worked on such Sunday or public holiday. Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday shall be regarded as the public holiday shift.

- (k) Daylight Saving Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift will be the same as if there had been no change to the clock at the commencement and end of daylight savings.
- (l) Other clauses in this Agreement, or the Award, dealing with Hours; Overtime, Weekend and Public Holidays; and Meal Breaks, shall not apply to shift workers.
- (m) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (iii) where a shift is worked by arrangement between the employees themse Registered

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(n) No day worker employed by the Company at the time of certification of this Agreement will be transferred to shift work without their consent.

11. OVERTIME, WEEKENDS & PUBLIC HOLIDAYS

- (a) Ordinary time, or overtime, worked on Saturdays, Sundays and Public Holidays shall be paid at overtime rates, as set out in this clause.
- (b) All time worked on Saturdays shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.
- (c) All time worked on Sundays shall be paid at double time.
- (d) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time in addition to an ordinary days pay.
- (e) All time worked on a Public Holiday (other than Christmas Day and Good Friday) shall be paid at the rate of double time and one-half.
- (f) The minimum payment for work performed on Saturdays, Sundays, or Public Holidays shall be 4 hours at the appropriate rate.

12. FLEXIBILITY (OVERTIME & SMOKING BREAKS)

The employees will endeavour to meet the needs of the business, taking into account the importance of the following:

- (a) if the Company believes there will be a surplus of work, they will communicate that situation and the need for at least some employees to work overtime, as soon as practicable;
- (b)employees will work a reasonable amount of overtime, if required to do so;
- (c)employees will be allowed reasonable time for smoking breaks and such breaks will be monitored by management. During the term of this Agreement, management will review the issue of smoking breaks, in consultation with the employees.



13. OLYMPICS PERIOD

The provisions as set out below will apply for the period from 1 July 2000 until 31 October 2000 (the "Olympics Period").

1. Co-operation During Olympics Period

Leading up to the Olympics Period, management and the employees will consult in an endeavour to determine the most suitable manner of organising work and rosters to handle the increased workload and unusual operating restrictions that will apply during the Olympics Period. Such consultation will also endeavour to address organising rosters to try and enable employees to attend Olympic events to which they hold tickets.

Hours of Work

Throughout the Olympics Period all employees will be required to be available to work a reasonable amount of overtime taking into account the excessive demands and limitations on the Company during the Olympics Period. Employees may be asked to work such overtime at any time during the day or night. Employees will receive appropriate overtime rates for the hours they work.

3. Shift Work

Throughout the Olympics Period employees may be asked to move from day work to shift work. No employee will be forced to make such change. Any change that is made will not be permanent and employees who assist the Company by moving to shift work will be allowed to return to day work at the conclusion of the Olympics Period, or such other time as agreed between the Company and the Employee.

4. Annual Leave

A maximum of 3 days annual leave will be approved for employees during the Olympics Period.

14. TIME-KEEPING

For the purposes of keeping and recording time sheets, all employees prior to their commencement and at the completion of their work for a day, shall sign on and off on a daily basis.

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15. MEAL BREAKS

- (a) Meal breaks will be staggered in order to meet the operational requirements of the business.
- (b) A meal break for day workers will be taken at either 12 pm to 12.30pm or 1.00pm to 1.30 pm.

16. REST PAUSES

(a) The rest pauses for day workers will occur at the following times:

Morning – 9.30am – 9.45am Afternoon – 2.45pm to 2.50pm

17. ANNUAL LEAVE

- (a) Annual Leave will be accrued in accordance with the Annual Holidays Act NSW 1944.
- (b) Employees who regularly work a seven day shift roster will receive an additional one weeks' Annual Leave.

18. BEREAVEMENT LEAVE

- (a) All full-time or part-time employees shall on the death of a wife, husband, father, mother, stepfather, stepmother, parent in-law, grandparent, child, stepchild, grandchild, brother or sister, be entitled to leave up to and including the day of the funeral of such relative and such leave shall be without the deduction of pay for a period of three ordinary day's work. Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside of Australia.
- (b) Where the death of a named relative herein occurs outside of Australia and the employee does not attend the funeral the employee shall be entitled to one day only, unless it can be demonstrated that up to a period of 3 days can be justified. Provided further that this clause shall have no operation while the period of entitlement to leave coincides with any period of entitlement to leave.
- (c) For the purposes of this clause, the words "husband" or "wife" shall not include a husband or wife the employee is separated from, but shall include the employee's defacto husband or wife, including same sex partner.

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19. RANDOM BAG SEARCHES

- (a) Staff, including warehouse management, shall be expected to co-operate in bag searches which may be carried out randomly on exiting the warehouse at anytime during the work shift and at the end of the work shift.
- (b) Bag inspection shall be visual inspection only and shall be conducted by management together with a person reasonably nominated by the relevant employee, in the presence of the employee.

20. FIRST AID OFFICERS

- (a) The Company shall provide and pay for at least 2 employees to attain first aid officer qualifications.
- (b) First aid officers will be paid a first aid allowance in accordance with the Award.
- (c) This clause is subject to there being 2 employees willing to undertake such training.

21. DISPUTES & INDUSTRIAL GRIEVANCE PROCEDURES

It is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner which avoids adverse impact on the business and employees. Within this framework, every attempt shall be made to resolve the matter adopting the following procedural steps:

- (a) Any grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if initially unresolved. Employees will be given the option of nominating a person of their choice, who may be an officer or delegate of the National Union of Workers, who is available to be a party to the discussions if they so desire.
- (b) If the dispute is not resolved, the relevant employee(s) may request that the matter be raised with more senior management. If the employee(s) wish the representative of their choice involved in discussions with the Company, the Company will discuss the matter with that representative present.
- (c) During discussions, the status quo shall remain and work shall proceed normally.
- (d) Any of the parties shall retain the right to notify the dispute to the Industrial Relations Commission of New South Wales in order for the Commission to resolve the dispute.

22. NO EXTRA CLAIMS

During the term of this Agreement, no extra claims will be made against the Company by the employees, or their union representative.

Employees' Representative

Ross Cartwright

Employees' Representative

Lawrence Yarad

Company's Representative

For and on behalf of Nuance Global Traders (Finance) Pty Limited

Christine Stevenson (Director, Human Resources)

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