

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/99**

**TITLE:** Gordon & Gotch Belmore Warehouse 2000 Agreement

**I.R.C. NO:** 2000/5761

**DATE APPROVED/COMMENCEMENT:** 21 December 2000/23 October 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/298

**GAZETTAL REFERENCE:** 4 May 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Warehouse employees of Gordon & Gotch Ltd at the Belmore warehouse

**PARTIES:** Gordon & Gotch -&- National Union of Workers, New South Wales Branch

Registered  
Enterprise Agreement  
Industrial Registrar

**GORDON & GOTCH (BELMORE WAREHOUSE) ENTERPRISE AGREEMENT 2000**  
**Agreement between Gordon & Gotch Australia Pty Ltd**  
**and**  
**National Union of Workers New South Wales Branch**

**1. TITLE**

This Agreement may be known as the G&G Belmore Warehouse 2000 Agreement ("the Agreement").

**2. INCIDENCE AND PARTIES BOUND**

This Agreement covers the work of the warehouse employees at Gordon & Gotch (Australia) Pty. Ltd. ("G&G") Belmore warehouse, New South Wales. It is binding on G&G, the employees employed at Belmore and the National Union of Workers NSW Branch ("NUW"). G&G recognises the NUW as being the union that shall have representation of warehouse and store employees who are covered by the Agreement.

**3. TERM OF AGREEMENT**

This Agreement operates for a two year period from the first full pay period commencing on or after 23 October 2000. The parties intend to commence negotiations for a new agreement to replace this Agreement three months prior to the expiry date of this Agreement and the parties agree that no further claims will be made by the parties prior to the expiry date of this Agreement.

**4. RELATIONSHIP TO AWARD AND FORMER AGREEMENTS**

This Agreement supersedes all former enterprise agreements applying to G&G at its Belmore warehouse, but no right or liability incurred under a previous agreement is affected. The Storeman & Packers (General State) Award ("the Award") shall apply as the parent award provided that where any inconsistency between the Award and this Agreement arises, this Agreement shall prevail.

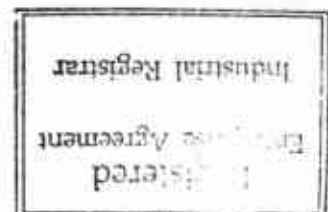
**5. DISPUTE SETTLING PROCEDURE**

In the event of a dispute arising between employer and employee(s) the following procedure shall be observed:

5.1 Any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee(s) concerned shall then be examined by the person appointed by G&G to deal with industrial matters.

5.2 If the dispute remains unsettled G&G's representative shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify the union of the nature and details of the matter in dispute.

5.3 If the dispute thereafter remains unresolved the question shall be discussed between a representative of G&G and an official of the union, both of whom shall take all reasonable steps to settle the dispute.



5.4 If the dispute remains unsettled after the procedure specified in 5.3 hereof has been concluded the matter shall be notified to the Industrial Relations Commission of New South Wales for their assistance.

5.5 While the procedures specified herein are being followed all work shall continue normally.

## 6. HOURS OF WORK

6.1 The ordinary hours of work shall be worked between the hours span of 6:00am to 7:00pm, Monday to Sunday, provided that employees in the employ of G&G as at 1st August 1998 shall have the right to refuse working any of their ordinary time:

(a) after 6:00pm Mondays to Fridays; and

(b) between 6:00 am and 7:00 pm Saturdays and Sundays provided that the employees have not elected to work on a roster which requires weekend work - (that is, they cannot refuse to work between 6:00am and 7:00pm Saturdays and Sundays if they have elected to work on a roster that requires weekend work).

6.2 Where the employee works on Team A and works a configuration of hours which allows the accumulation of RDOs, those RDOs will be scheduled to allow employees to have at least one weekday off (Monday to Friday) in each month.

## 7. OVERTIME

Overtime performed on Sundays shall be paid at the rate of double time.

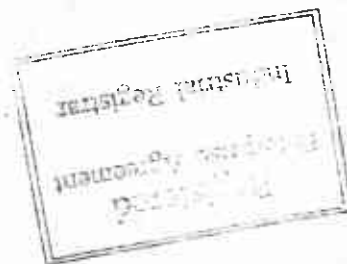
## 8. ALLOWANCES

8.1 First Aid allowance shall be \$14.00 per week.

8.2 Meal Allowance shall be \$9.00 per entitlement. G&G agrees to provide a meal allowance if week-day overtime exceeds one hour prior to normal starting or after normal finishing time for the individual employee, provided that employees do not refuse overtime based solely on the amount offered not exceeding one hour and that the allowance would be payable only once for any one day (ie early start and late finish on one day would attract only one payment).

## 9. BEREAVEMENT LEAVE

The normal entitlement shall be a maximum of three days. In addition, where a prescribed death occurs overseas and the employee travels overseas to attend a funeral, a further day's entitlement shall be available. To avoid doubt, this means in the case of an overseas funeral which the employee attends, the maximum paid leave available is four days.



## 10. COMMITMENT TO MULTI-SKILLING & CROSS TRAINING

The parties agree to further progress an on-going program of multi-skilling and cross-training to enable ideals of job enrichment to be achieved. However, no employee will be obliged to take on tasks which the employee is not trained to perform, or does not have the necessary personal or other skills to perform safely. The parties agree during the life of this Agreement to categorise all employees in accordance with the Award classification structure. The parties agree to work co-operatively in this activity.

## 11. PUBLIC HOLIDAYS

11.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday. These provisions shall be in substitution for, and not additional to, any NSW State Government gazetted days which may differ from these provisions.

11.2 Employees, where they are rostered off on a public holiday, shall be entitled to a substitute public holiday. At the employee's election, the substitute day may be added to annual leave. If such an election is not made within seven days of the public holiday occurring, the substitute day shall be allowed within 28 days of the public holiday occurring.

## 12. SUPERANNUATION

12.1 All non-contributory employees present and future are to join the PEP Superannuation Fund. Any new employees wishing to contribute to superannuation are to join PEP Superannuation Fund. All employees shall have the right to choose their fund, including LUCRF, provided once they have made a choice, they cannot change funds for the duration of this Agreement.

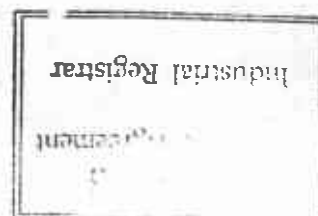
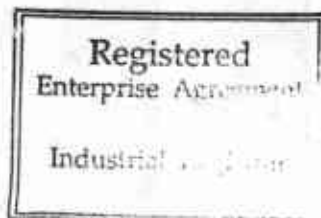
12.2 This Agreement recognises that employees may elect to 'salary sacrifice' a portion of their wages to additional superannuation. In such cases, the employee shall signify this in writing and such request shall form part of the employee's employment records for the purpose of observance of this Agreement.

## 13. WAREHOUSE JOB VACANCIES

G&G undertakes to advertise all warehouse job vacancies available on the Belmore site internally. External applications may also be sought. It is a management decision to appoint, based on the criteria for the particular position advertised. A job specification, including required skills would be posted on the noticeboard. Length of service would be one factor taken into account.

## 14. CHRISTMAS HOLIDAY BREAKS

G&G agrees in principle to the proposal that Christmas holiday breaks should be shared as equally as practicable. Applications for Christmas leave will open on 1st June each year and those who missed out the previous year would be the first considered on application.



### 15. WAGE RATES

The wage rates in Table A that apply to Team A will apply to all G&G's full-time employees from the first full pay period on or after the date the wages in Table A take effect. The wage rates in Table A that apply to Team B and Team C will apply to all employees who work in those teams from the first full pay period on or after the implementation of the new roster system.

Table A - Wage rates effective from 23 October 2000:

	<b>GRADE</b>	<b>Team A Monday – Friday Roster</b>	<b>Team B Wednesday – Saturday Roster</b>	<b>Team C Sunday – Wednesday Roster</b>
<b>Storeperson (without company experience, ie on engagement)</b>	<b>1</b>	<b>\$546.00</b>	<b>\$614.25</b>	<b>\$682.50</b>
<b>Storeperson (Other)</b>	<b>2</b>	<b>\$597.03</b>	<b>\$671.66</b>	<b>\$746.29</b>
<b>Storeperson + Forklift Operation</b>	<b>3</b>	<b>\$612.26</b>	<b>\$688.79</b>	<b>\$765.32</b>
<b>Leading Hand</b>	<b>4</b>	<b>\$622.65</b>	<b>\$700.48</b>	<b>\$778.31</b>
<b>Leading Hand + Forklift Operation</b>	<b>5</b>	<b>\$637.88</b>	<b>\$717.61</b>	<b>\$797.34</b>
<b>Senior Leading Hand</b>	<b>6</b>	<b>\$648.06</b>	<b>\$729.06</b>	<b>\$810.07</b>
<b>Senior Leading Hand + Forklift Operation</b>	<b>7</b>	<b>\$663.29</b>	<b>\$746.20</b>	<b>\$829.11</b>

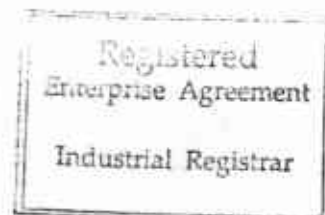


Table B - Wage rates effective from 23 October 2001:

	<b>GRADE</b>	<b>Team A Monday – Friday</b>	<b>Team B Wednesday – Saturday</b>	<b>Team C Sunday – Wednesday</b>
<b>Storeperson (without company experience, ie on engagement)</b>	<b>1</b>	\$562.38	\$632.68	\$702.98
<b>Storeperson (Other)</b>	<b>2</b>	\$614.94	\$691.81	\$768.68
<b>Storeperson + Forklift Operation</b>	<b>3</b>	\$630.62	\$709.45	\$788.28
<b>Leading Hand</b>	<b>4</b>	\$641.33	\$721.50	\$801.66
<b>Leading Hand + Forklift Operation</b>	<b>5</b>	\$657.01	\$739.14	\$821.26
<b>Senior Leading Hand</b>	<b>6</b>	\$667.50	\$750.93	\$834.37
<b>Senior Leading Hand + Forklift Operation</b>	<b>7</b>	\$683.18	\$768.58	\$853.98

NOTE. Team A are employees who are rostered to work Monday to Friday; Team B are employees who are rostered to work Wednesday to Saturday; and Team C are employees who are rostered to work Sunday to Wednesday.

NOTE: The typical new G & G employee will spend a maximum of 12 months on the base rate for Grade 1 in the table applying at the time, but may be moved up the wage scale before that time.

#### 16. NO EXTRA CLAIMS

It is a term of this Agreement that the parties to this Agreement will not pursue during the currency of this Agreement, any extra claims, award or over award, except where consistent with principles determined by any applicable State Wage Case decisions.

#### 17. REDUNDANCY

For details of Redundancy issues, including severance pay etc., see Appendix 1 hereto.

#### 18. SICK LEAVE

18.1 Where an employee claims Sick Leave for a single day of absence, G&G may not require proof of entitlement for the first two such single day absences each year, except that proof of entitlement will be required on such days where:

- The absence is on a Saturday or Sunday for employees working on a Wednesday to Saturday roster or Sunday to Wednesday; or
- The absence is on a Monday or Friday for employees working on a Monday to Friday roster.

To avoid doubt, a claim for Sick Leave on Saturday/Sunday for Wednesday to Saturday or Sunday to Wednesday rosters/shifts, or Friday/Monday for Monday to Friday rosters/shifts shall require proof to the satisfaction of G&G regardless of the number of single day absences already allowed in the year. Provided that G&G may waive the requirement for proof on these days in a particular circumstance.

18.2 Sick Leave entitlement shall be ten days per annum. An eligible sick leave payment shall be for the ordinary hours normally worked by the employee on the day(s) for which sick leave is claimed.

**19. ANNUAL LEAVE**

Annual Leave entitlement for a full time employee is 152 hours per annum at the ordinary rate of pay.

**20. AGENCY CASUAL EMPLOYEES TO BE OFFERED FULL TIME EMPLOYMENT WITH G & G**

20.1 G&G will offer full time employment to 18 casual employees employed by WorkForce On Tap. These employees will be classified in accordance with the Agreement (including the Notes in clause 15 of the Agreement).

20.2 Selection of these employees by G & G will be based primarily on length of service, subject to satisfactory performance and medical examinations.

20.3 G&G is entitled to offer employment to these casual employees on the basis that the rosters to be worked by the employees are determined by G&G.

**21. SELECTION OF FULL TIME EMPLOYEES FOR ROSTERS**

21.1 12 full-time employees of G&G made an election in about late June 2000 to work a weekend roster (that is, either the Wednesday to Saturday roster or the Sunday to Wednesday roster).

21.2 These 12 full time employees are required to continue with the election made by them to work a weekend roster but they will have first option to choose between the Wednesday to Saturday roster or the Sunday to Wednesday roster.

**22. NEW EMPLOYEE INTRODUCTION TO DELEGATES**

The Company agrees to introduce new full time and part time employees at the Belmore Warehouse to the authorised NUW delegates.



**23. TRADE UNION TRAINING LEAVE**

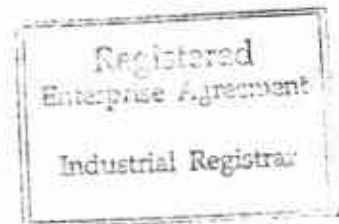
Authorised delegates of the NUW at G&G's Belmore warehouse will be entitled to take reasonable paid leave to participate in NUW training provided that G & G and the NUW agree on the proposed training arrangements.

**24. PRODUCTIVITY IMPROVEMENTS**

The employees covered by this Agreement agree to attempt to achieve improvements on current pickrates, picking accuracy, productivity and absenteeism during the term of the Agreement.

This will include establishing a productivity improvement committee made up of employees and G&G management representatives with the aim of pursuing improvements in these areas.

**23. SIGNATORIES TO THE AGREEMENT**



*M. Gordon*  
.....  
for and on behalf of Gordon & Gotch Ltd.

Dated *26/10*...../2000

*A. Bolton*  
.....  
for and on behalf of the National Union of Workers

Dated *23/OCT*.....2000



**APPENDIX 1****REDUNDANCY****1.1 Discussions before termination**

**1.1.1** Where G&G has made a definite decision that G&G 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, G&G shall hold discussions with the employees directly affected and with their Union.

**1.1.2** The discussions shall take place as soon as is practicable after G&G has made a definite decision which will invoke the provision of clause 1.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

**1.1.3** For the purpose of the discussion G&G shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that G&G shall not be required to disclose confidential information the disclosure of which would be inimical to G&G's interest.

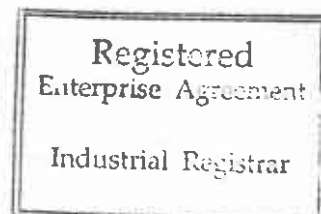
**1.2 Transfer to lower paid duties position**

**1.2.1** If G&G offers an employee a lower paid position, as an alternative to the employee who would otherwise be made redundant, and if the employee accepts the lower paid position, then either 1.2.1.1 or 1.2.1.2 will apply, as agreed by the employee and G&G:

**1.2.1.1** The employee will be transferred to the lesser position but will remain on the same pay rate that was applicable before the transfer; or

**1.2.1.2** The employee will be entitled to be paid the equivalent to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the period of weeks severance pay to which the employee would have been entitled if he/she had been made redundant. If within 3 months of the transfer, either G&G or the employee are dissatisfied with the transfer, the employee may leave G&G and will be entitled to all payments and benefits of a redundancy.

Where an employee is transferred to lower paid duties for reasons set out in clause 1.1, the employee shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and G&G may at G&G's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay



and the new lower ordinary time rates for the number of weeks of notice still owing.

### 1.3 Transmission of business

1.3.1 Where a business is before, on or after the date of this agreement, transmitted from an employer (in this clause called the transmittor) to another employer (in the clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

1.3.1.1 the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

1.3.1.2 the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

1.3.2 In this clause business includes trade, process, business or occupation and includes part 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.

### 1.4 Time off work during notice period

1.4.1 During the period of notice of termination given by G&G an employee shall be allowed reasonable time off without loss of pay during the notice period for the purpose of seeking other employment.

1.4.2 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 G&G, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent.

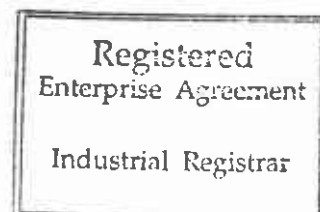
1.4.3 For the purpose of 1.4.2 a statutory declaration will be sufficient.

### 1.5 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in clause 1.1, G&G shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

### 1.6 Severance pay

1.6.1 In addition to the period of notice prescribed for ordinary termination in clause 34 (iv)(a) of the Award and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 1.1 shall (subject to clause 1.6.1.6 below) be entitled to the following amount of severance pay in respect of a continuous period of service:



- 1.6.1.1 4 weeks pay, plus an additional 4 weeks pay for every year of service or part year of service. This payment will not exceed what would have been earned by the employee if he/she had continued to work until normal retirement age (65 years old).
- 1.6.1.2 An additional 8 weeks pay for employees over 40 years old, unless the employee takes advantage of the provision in clause 1.6.3.
- 1.6.1.3 Payout of all unused sick leave entitlements.
- 1.6.1.4 Payout of pro rata long service leave entitlements after five years service, calculated from the date of commencement of employment with G&G.
- 1.6.1.5 Payout of annual leave in accordance with this agreement, plus 17.5% loading on such leave.
- 1.6.1.6 Provided that any employee who volunteers for redundancy shall have their entitlement to payments under clauses 1.6.1.1, 1.6.1.2 and 1.6.1.3 above capped at a maximum of 52 weeks pay, and such employee, if made redundant after one year's service but less than three year's service, shall receive a severance payment maximum of 12 weeks pay.
- 1.6.2 Week's pay means the ordinary time rate of pay for the employee concerned.
- 1.6.3 Employees may leave their employment with G&G prior to the termination date but after their notice of redundancy if they have found alternative employment without loss of any of the redundancy or termination benefits set out in this agreement.
- 1.6.4. For the purpose of this clause, continuity of service with G & G shall be calculated in the same manner as annual leave
- 1.7 **Alternative employment**  
G&G, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if G&G obtains acceptable alternative employment for an employee.
- 1.8 **Employees exempted**  
This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks or in the case of any employee with less than one year's service.

