

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/101

TITLE: Alexander Moir & Co Pty Ltd Distribution Centre Enterprise Agreement 2004

I.R.C. NO: IRC4/5872

DATE APPROVED/COMMENCEMENT: 14 October 2004 / 14 October 2004

TERM: 21

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/337.

GAZETTAL REFERENCE: 6 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Alexander Moir & Co Pty Ltd, located at Unit 36, 1A Coulson Street, Erskineville NSW, employed in the warehouse and cutting room at the company's premises in NSW who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: Alexander Moir and Co Pty Limited -&- the National Union of Workers, New South Wales Branch

ALEXANDER MOIR & CO PTY LTD DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2004

1. Title

This Agreement shall be known as the Alexander Moir & Co Pty Ltd Distribution Centre Enterprise Agreement 2004.

2. Arrangement

This Agreement is arranged as follows:

Clause No.	Subject Matter
6.	Annual Leave
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3. Definitions

In his Agreement, unless the contrary intention appears:

"Existing Employees" means the employees of the Company nominated in the Schedule to this Agreement.

"The Act" shall mean the *Industrial Relations Act 1996* (NSW).

"The Commission" shall mean the Industrial Relations Commission of NSW.

"The Company" shall mean Alexander Moir & Co Pty Limited ACN 000 013 703, a company duly incorporated and having its registered office at Unit 36, 1a Coulson Street Erskineville NSW.

"The State Award" shall mean the Storemen and Packers General (State) Award, together with any amendments to that Award operative during the life of his Agreement, and any successor to or replacement of that Award during that period.

"The NUW" shall mean the National Union of Workers NSW Branch, an organisation of employees registered under the Act.

"The AFMEWU" shall mean the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, an organisation of employees registered under the Act.

4. Parties Bound

This Agreement shall be binding upon:

- (i) The Company;

- (ii) The NUW and its officers and employees;
- (iii) The AFMEWU and its officers and employees; and
- (iv) employees of the Company employed in the warehouse and the cutting room in the classifications specified in Clause 10 of this Agreement at the premises of the Company in the State of New South Wales.

5. Incidence and Duration

- (i) This Agreement shall take effect from date of ratification 2004 and shall remain in force until 30 June 2006.
- (ii) All parties agree that during the life of the Agreement, no party will raise any further claims relating to the terms and conditions of the Agreement.
- (iii) The parties are committed to negotiations to reach a new Agreement, commencing at least three months prior to the expiry of the term of this Agreement.

6. Annual Leave

Annual leave shall be given and taken in accordance with the provisions of the *Annual Holidays Act 1944* (NSW), as they so provide from time to time during the life of this Agreement. If that Act should be replaced by another statute or amendments to another existing Act, then the provisions in such successor statute shall then apply.

Notwithstanding the foregoing, Existing Employees nominated in the Schedule to this agreement shall be afforded by the Company an extra one week's paid annual leave per year once that employee has accumulated at last ten years continuous service with the Company.

7. Sick Leave

The Company will pay out a cash bonus, equivalent to the value of an employee's accumulated sick leave on termination of an employee's employment where the employment terminates by reason of either:

- (a) retrenchment of the employee by the Company; or
- (b) genuine retirement from the active workforce by the employee.

8. Long Service Leave

Long service leave shall be given and taken in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).

9. Relationship to Awards

In relation to employees in the warehouse, this Agreement shall be read and wholly interpreted in conjunction with the State Award. Where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

In relation to employees in the cutting room, the Company shall continue to apply the provisions of the Graphic Arts-General- Award 2000, an award of the Australian Industrial Relations Commission, except in relation to those matters dealt with by this Agreement, where the provisions of this Agreement shall exclusively prevail.

10. Wage Rates and Increases

- (i) A wage increase of 3% shall take effect on the date of signing of this agreement. A further increase of 4% shall apply from 1 July 2005.

The increases provided for in this clause will be applied to the employee's ordinary rate of pay. The ordinary rate of pay shall mean the employee's award rate plus over award payment. The ordinary pay rate after the increases for each employee covered by this Agreement is recorded in a written form in the wages records of the Company which will be maintained at the Company's office. A new employee's ordinary pay will be at a minimum the prevailing site rate (award rate plus over award payments including wage increases).

- (ii) In accordance with the provisions of Subclause (i) of this Clause and to avoid doubt, hourly pay rates for the respective classifications covered by this Agreement, from 7 May 2002, are specified as follows:

Classification	Current rate		Date of signing (2004)		1 July 2005	
	Hrly	Wkly	Hrly	Wkly	Hrly	Wkly
Storeman (with FL)	16.50	627.00	16.99	645.81	17.67	671.64
Storeman (no FL)	16.27	618.26	16.76	636.81	17.43	662.28
Guillotine operator	21.47	805.13	22.11	829.28	22.99	862.45
Packer	16.30	611.25	16.79	629.59	17.46	654.77

NB: In this Clause "FL" means Forklift Licence

- (iii) It is the intention of the parties that casual agency staff be paid the agreed rates of pay.

11. Superannuation

The Company will make superannuation contributions for all employees as required by the Superannuation Guarantee Charge legislation at the rate prescribed by law for such contributions from time to time.

12. Redundancy Provisions

The provisions of this Clause apply to permanent and part-time permanent employees of the Company only. To avoid doubt, it is confirmed that this provision only applies to those employed in the warehouse and cutting room.

- A. Provisions relating to Redundancy for all employees engaged subsequent to the date that the Alexander Moir & Co Pty Ltd Distribution Centre Enterprise Agreement 2002 was approved by the Commission
- (i) Four weeks' notice or payment in lieu thereof. Either option to be at the Company's discretion.
 - (ii) Employees 45 and over to receive an additional one week's notice.
 - (iii) Four weeks' severance payment at normal rates, for each completed year of service or part thereof (to the nearest whole month).

NB. During the first 12 months of service, severance payment will be provided on a pro rata basis for completed months of service.

- (iv) The severance pay will be capped at a maximum of 40 weeks.
- (v) Payment of accumulated sick leave (see Clause 7 of this Agreement) and payment of all other statutory entitlements, including accrued annual leave (with loading) and long service leave, where applicable.
- (vi) Payment of employee's superannuation contribution will continue for the duration of the notice period.
- (vii) All employees liable for retrenchment shall be permitted up to four hours off during each week of the notice period without any loss of pay for the purpose of seeking alternate employment, attending job interviews, etc. Where practical, the Company shall do all things available to assist

employees to obtain alternative employment, including counselling and assistance with personal profiles, etc.

- (viii) Should an employee find an alternative position during the notice period, should the employee be working the said notice period, the employee shall be permitted to cease employment on the giving of forty hours' notice; in this event, the employee shall be entitled to receive the severance component of the package, but not the period of notice not worked.
- (ix) In the event that there is a requirement to reduce staff numbers, a request for voluntary redundancies will be made. Should the number of volunteers not reach the required level then the principle of "last in, first out" will apply, all things being equal.
- (x) In the event that the Company elects to change its place of business and any employee is unable to relocate to the new location due to hardship, the Company will provide redundancy as per this agreement. (Redundancy will not apply where an employee retains their employment.)
- (xi) For the purpose of "hardship" regard will be had to the following
 - Changes in travel time and out of pocket expenses
 - Public transport access
 - Disruption to personal commitments and family responsibilities.

In the event no agreement is reached between the parties, the matter will be referred to the NSW Industrial Relations Commission or a private mediator

B. Special savings provisions for Existing Employees

Existing Employees shall be entitled to the benefits available to the employees to whom Sub Clause A above applies, but shall also be entitled to the following savings provision in relation to accrued entitlement.

Existing Employees employed on a permanent and a part-time permanent basis as at the date the Alexander Moir & Co Pty Ltd Distribution Centre Enterprise Agreement 2002 was approved by the Commission shall be entitled to a redundancy payment of 4 weeks for each completed year of service up to that date. Thereafter, in addition to the aforementioned entitlement accrued as at the above date, Existing Employees shall be entitled to an additional 4 weeks redundancy pay for each completed year of service following this date, up to a maximum of 40 additional weeks.

Example of the application of the above Redundancy Pay formula for Existing Employees: If an Existing Employee has been employed for 20 years as at 16th October 2002, that Employee's redundancy pay entitlement would be 80 weeks pay based on the provisions of the previous Agreement. Thereafter that Employee will accrue another 4 weeks redundancy pay for each completed year of service after that date, up to a maximum of a further 40 weeks pay. So, if that Employee is retrenched after a total of 25 years service his redundancy pay benefit would be 100 weeks. But if that Employee was retrenched after 35 years service his redundancy pay benefit would be 120 weeks (i.e. the 80 weeks accrued prior to that and the further 40 weeks maximum for service thereafter).

PROVIDED THAT: In the case of voluntary redundancy, the formula for Existing Employees will be 4 weeks pay per year of service up to a maximum of 40 weeks, and the foregoing provisions relating to Existing Employees shall NOT apply.

13. Grievance Procedure

As per the relevant Award.

14. Duress

The parties to this Agreement have entered into it freely and without duress.

15. Transmission of Business

This Agreement shall apply to any successor, assignee or transferee of the business, or part of the business of the Company, in accordance with the provisions of Sections 101 to 104 inclusive of the Act.

Signed for and on behalf of Alexander Moir & Co Pty Ltd

Name:

Witness:

Signed for and on behalf of

The National Union of Workers NSW Branch

Name:

Witness:

Signed for and on behalf of
The Automotive, Food, Metals, Engineering, Printing
and Kindred Industries Union NSW Branch

Name:

Witness:

SCHEDULE

EXISTING EMPLOYEES

(Clause 3, 6 and 12)

NUW coverage

Tim Wheeler
Goran Petrovic
Bill Sutton
Les Mills
Farry Paoki
Brett Wheby
Bill Bedisi
George Zengoski
Rodney Avery

AFMEWU coverage

Eddie Deguzman
Janelle Dawson
Pat Heiler
Monica Suberthova
Helen Kelly
Lynne Piggins
Michael Douglas
Megan Badham
Debbie Crawley