

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 97/28

L.R.C. NO: 96/5029

DATE APPROVED/COMMENCEMENT: 13 February 1997 and operate from 1st pay period on or after 13 February 1997

TERM: Expires on 28 August 1998

NEW AGREEMENT OR
VARIATION: Replaces EA56/95

GAZETTAL REFERENCE: VOL 297 . 29 . 21 . 3 . 97 .

DATE TERMINATED:

NUMBER OF PAGES: 7

TITLE: Oswald International Cargo Management Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF
EMPLOYEES: Storemen and Packers

PARTIES: Oswalds International Cargo Mangement & National Union of Workers, New South Wales Branch

OSWALDS INTERNATIONAL CARGO MANAGEMENT
ENTERPRISE AGREEMENT - 1996

BETWEEN

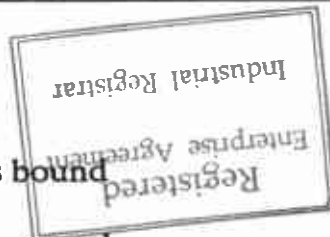
OSWALDS INTERNATIONAL CARGO MANAGEMENT
[A DIVISION OF OSWALD'S BONDED AND FREE STORES PTY LIMITED]
(AN 000 010 499)

AND

THE NATIONAL UNION OF WORKERS [NSW BRANCH]

1. **ARRANGEMENT**

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2. **INCIDENCE AND PARTIES BOUND**

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1 of the New South Wales Industrial Relations Act, 1996, No. 17, entered into between Oswalds International Cargo Management and employees working in the Depot and Bond Stores represented by the National Union of Workers.

2.2 **The Enterprise:** The enterprise for which the agreement has been reached without duress is located at 1 Hale Street, Botany, NSW 2019.

2.3 **The Occupations:** This Enterprise Agreement relates to all award classifications for adult persons and juniors employees classified as storemen and packers, and required to carry out the duties of receiving, checking, counting and the dispatching of goods, generally as required of a storeman and packer.

3. **TERM OF AGREEMENT**

This Agreement shall take effect from the date of registration and operate from the first full pay period to commence on or after that date. The Agreement shall be for a nominal term until 23 August, 1998.

This Agreement replaces Enterprise Agreement No. EA56/95, approved on 23 February 1995 and which comes to the end of its nominal term on or about 23 August 1996.

4. **RELATIONSHIP TO PARENT AWARD**

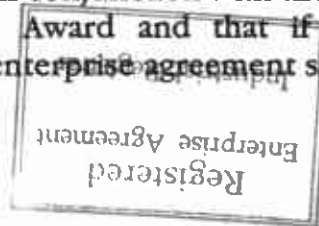
It has been determined by the parties to this enterprise agreement that it shall be read and interpreted wholly in conjunction with the Storemen and Packers Bond and Free Stores [State] Award and that if there should be any inconsistency, the terms of this enterprise agreement shall take precedent.

5. **PURPOSE OF AGREEMENT**

In return for the phasing-in of incremental wage increases, employees undertake to increase their overall efficiency in the workplace and to observe agreed operational changes and multi skilling that will contribute to the general efficiency and profitability of the employer and long term employment prospects for employees.

6. **HOURS OF WORK AND MEAL BREAKS**

6.1 The usual ordinary hours of work shall be 8 hours per day from 7.00am to 3.30pm Monday to Friday, less the paid morning tea meal break.



Should the employer seek to vary the starting and finishing times of ordinary hours between an hours spread of 6.00am to 6.00pm to satisfy a change in customer requirements, 7 days notice of the change will be given to affected employees..

- 6.2 Employees are expected to be appropriately dressed and at the workplace at starting time and remain in such work clothes until the conclusion of their daily work period.
- 6.3 Meal times will be:
Morning tea - 10.00am to 10.20am
Lunch - 12.30pm to 1.00pm.
Employees will be expected to take their meals near the workplace or in the meal room allocated by the company.
- 6.4 Employees party to this agreement, undertake that if they are in the process of either unloading or loading trucks at the actual time of the commencement of meal times nominated in sub-clause 6.2 herein, the loading or unloading process will continue until completed at which time, the employee/s will commence their respective meal break. Such time delay will be without the payment of a penalty allowance.

7. ATTENDANCE RECORDING

Arrangements will be made during the term of this Agreement for an attendance recorder to be installed at a convenient location near the Administrative Building. For administrative, payroll, security and safety purposes, employees will required to 'clock' the bundy when entering and leaving the premises.

8. ROSTERED DAYS OFF

Employees party to this agreement acknowledge the need to be flexible in the taking of Rostered Days Off to ensure satisfactory staff levels are maintained in both stores at all times.

Following discussion with each employee, a monthly roster covering a 3 month period will be drawn up by management to assist both supervision and the employee plan for the rostered days off. This roster will be displayed near to the bundy clock. A scheduled rostered day off may be changed by mutual agreement between the employee and supervision on 24 hours notice to suit either work or personal needs.

Prior to the conclusion of each 3 month roster, a new 3 month roster will be prepared by the parties and displayed.

9. **OVERTIME**

All overtime will be at the employers direction and employee/s undertake to work reasonable overtime as required.

Preference in relation to the offering of overtime outside of normal daily requirements will be given to permanent employees.

10. **PAID SICK LEAVE**

The terms of the award in relation to paid sick leave will be under review through the term of the agreement.

Employees are reminded of a requirement to notify supervision within 24 hours of the commencement of such an absence [preferably at the commencement of such absence to assist labour planning requirements], stating the nature of the illness and estimated duration. Furthermore the award provisions that in regard to single day absences for an employee who in the year has already been allowed paid sick leave on more than one occasion for one day only, that a doctors certificate should be handed to the pay office in order to qualify for payment for the day.

11. **TRAINING AND MULTI-SKILLING**

9.1 Employees party to this agreement acknowledge the need to receive additional job skills in some areas and subject to the employers requirements, give an undertaking to attend training courses as required by the employer. Furthermore, the nature of work requires a reasonable degree of inter-change between specific job requirements and it is agreed that provided the employee/s is/are given appropriate training to facilitate such job capabilities, undertake to become more multi-skilled within the workplace.

9.2 Employees acknowledge the requirement for internal transfer between the Depot and Bond Stores, either on an hourly or daily basis.

12. **WAGE ADJUSTMENTS**

12.1 Present employees party to this agreement will be given a 5.5% increase over their current ordinary weekly rate of pay for all purposes of the award, commencing from 23 August 1996.

12.2 A further wage increase for all employees, equivalent to 7.5% of the base pay rate used for calculating the increase in subclause 12.1 herein, commencing from the first complete pay period, 12 months following the granting of the wage increase as set out in clause 12.1 herewith.

13. **PAYMENT OF WAGES**

It is agreed that commencing from the date of registration of this agreement, the employers reserved the right to pay wages to all employees by electronic funds transfer [EFT].

Banking and government charges associated with EFT are included within the pay adjustment associated with this agreement.

14. **EMPLOYEE CLASSIFICATION**

It is considered that the dominant employee classification within both stores is that Grade 3 Storeman.

15. **DRUG AND ALCOHOL TESTING OF EMPLOYEES**

In keeping with Occupational Health and Safety requirements, it has been agreed by the parties to this Agreement that they will work towards an acceptable procedure for counselling employees reasonably suspected of drug or alcohol abuse where such abuse may contribute toward workplace safety.

16. **SAFETY FOOTWEAR**

Stores employees party to this Agreement will continue to be re-imbursed by up to \$50 for each pair of approved safety footwear purchased and for wearing in the workplace provided proper documentation is made available.

17. **EMPLOYEE COUNSELLING PROCEDURE**

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

- 17.1 **Counselling:** If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.

- 17.2 First Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again the nature of the unsatisfactory service will be committed to writing.
- 17.3 Second Warning: If after one written warning the employer considers the employee to still be unsatisfactory, then the employee may render him/herself liable for dismissal in the presence of an appropriate witness.

18. DISPUTE PROCEDURE

Subject to the relevant general provisions of the NSW Industrial Relations Act 1996, No. 17, 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 customers and the business. Within this framework, every attempt shall be made to resolve the matter adopting the following procedural steps:-

- 18.1 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;
- 18.2 If the dispute is not resolved the matter shall be discussed between the union delegate and representatives of senior management.
- 18.3 Failing a resolution, the job delegate shall report the matter to the appropriate NUW organiser who shall discuss the problem with senior management with the object of reaching a mutually acceptable resolution;
- 18.4 Failing a satisfactory resolution, the NUW organiser will be required to refer the matter to the NUW State Secretary and the company may have a need to call upon their relevant external industrial relations adviser;
- 18.5 During discussions, the status quo shall remain normally. [Status quo shall mean the situation prior to the dispute];
- 18.6 Either party shall retain the right to notify the dispute to the NSW Industrial Registrar at any time during the course of the negotiations.

Registered
Enterprise Agreement

and work shall proceed that existed immediately

19. **SIGNATORIES**

Signed for and on behalf of Oswalds International Cargo Management

[Signature]
.....
MANAGER

11.2.97
.....
DATE

[Signature]
.....
WITNESS

11.2.97
.....
DATE

Signed for and on behalf of the National Union of Workers [NSW Branch]

[Signature]
.....
SECRETARY

[Signature]
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WITNESS

3.2.97
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Industrial Registrar
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