

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/162**

**TITLE: Alexander Moir & Co Pty Ltd Distribution Centre Enterprise Agreement 2000**

**I.R.C. NO: 2001/2484**

**DATE APPROVED/COMMENCEMENT: 20 April 2001/6 May 2000**

**TERM: 24 Months**

**NEW AGREEMENT OR  
VARIATION: New Replaces EA96/304**

**GAZETTAL REFERENCE: 8 June 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 5**

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged under the Storeman and Packers General (State) Award at the company's premise in the state of New South Wales.

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



# ALEXANDER MOIR & CO. PTY LTD

## DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2000

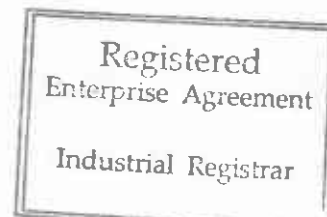
### 1. TITLE

This Agreement shall be known as the Alexander Moir & Co. Pty Ltd Distribution Centre Enterprise Agreement 2000.

### 2. ARRANGEMENT

This Agreement is arranged as follows:

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### 3. PARTIES BOUND

This Agreement shall be binding for: Alexander Moir & Co. Pty Ltd and the National Union of Workers NSW Branch, its officers, servants and employees employed by Alexander Moir & Co. Pty. Ltd.

### 4. INCIDENCE AND DURATION

- (i) This Agreement shall take effect from 6th May 2000 and shall remain in force until 6th May 2002.
- (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.

- (iv) The agreement shall apply to all employees employed pursuant to the Storemen and Packers General (State) Award at the company's premises in the State of New South Wales.

#### **5. ANNUAL LEAVE**

In addition to Award entitlements, the Company will allocate one week's paid additional Annual Leave for those employees who have been employed for ten years or more.

#### **6. SICK LEAVE**

The company will pay out a cash bonus, equivalent to the value of an employees' accumulated sick leave on termination of an employee's employment.

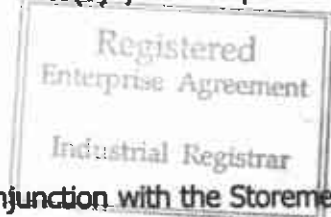
It is the intention of this enterprise agreement to genuinely attempt to reduce lost days and sick leave through a process of good will on behalf of Alexander Moir (hence the attendance allowance) and reasonable drive from the employees.

#### **7. LONG SERVICE LEAVE**

The company will pay pro-rata Long Service Leave after five (5) years of permanent employment.

#### **8. RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and wholly interpreted in conjunction with the Storemen & Packers General (State) Award. Where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.



#### **9. WAGE INCREASES**

- (i) A wage increase of 5% shall take effect on 1st July 2000. A further increase of 5% shall apply from 6 May 2001.

The increases provided for in this clause will be applied to the employees' ordinary rate of pay. The ordinary rate of pay shall mean the employees' 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) the company also, in conjunction with the Consultative Committee, will continue to seek ways of improving the operations and the company will continue to pass any such benefits gained onto its employees.

## **10. SUPERANNUATION**

The company is committed to adhere to the provisions of paying the current percentage of superannuation as a minimum. Any lawful increases shall be added accordingly.

## **11. REDUNDANCY PROVISIONS**

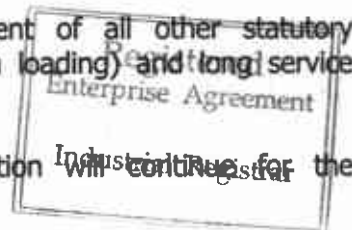
The provisions of this agreement apply to permanent and part-time permanent employees of the company only. It also only applies to those employed in the warehouse and cutting room.

The provisions are:

- (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 52 weeks for voluntary redundancy and uncapped for involuntary redundancy.
- (v) Payment of accumulated sick leave 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 relocate its place of business and given that Clause 10 does not apply, employees will be requested to relocate to the changed location. To facilitate this process a committee will be formed consisting of the area organiser of the union, the site delegates of the respective union, the financial controller and the operations manager. Should the request to relocate create undue hardships for an individual employee, or employees, the committee will adjudicate on the merits of each case, and given that undue hardship is accepted then the provisions of the redundancy agreement will apply. Should agreement not be reached then all parties agree to accept the ruling of a private arbitrator.

**12. GRIEVANCE PROCEDURE**

As per the Award.

**13. DURESS**

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

**14. ATTENDANCE ALLOWANCE**

An attendance allowance of \$25.00 per week per employee shall be paid to all stores employees based on the following criteria:-

- (a) All stores employees are to commence on time;
- (b) All stores employees are to clock off work on time;
- (c) All stores employees are not to exceed morning teas and lunch breaks;

If a store employee does not conform to the above criteria and is absent, part absent or sick on any one of the ordinary work days (Monday to Friday) the employee in question shall forfeit the attendance allowance.

**15. TRANSMISSION OF BUSINESS**

This agreement shall apply to any successor, assignee or transmittee of all or any of the work.



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

Name:

*[Handwritten signature]*

Witness:

*[Handwritten signature]*

**Signed for and on behalf of  
The National Union of Workers NSW Branch**

Name:

*[Handwritten signature]*

Witness:

*Kate Robson*

