

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/11

TITLE: Nuance Global Traders (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 1997

I.R.C. NO: 97/6631

DATE APPROVED/COMMENCEMENT: 4 December 1997 and commenced 23 September 1997

TERM: Expires 23 September 1999

NEW AGREEMENT OR
VARIATION: New. Replaces EA 58/96

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF
EMPLOYEES: Storemen and Packers at 17 O'Riordan Street, Alexandria 2015

PARTIES: Nuance Global Traders (Australia) Pty Ltd -&- National Union of Workers, New South Wales Branch



**NUANCE GLOBAL TRADERS (AUSTRALIA) PTY
LIMITED**

CENTRAL BOND WAREHOUSE

ENTERPRISE AGREEMENT 1997

**NUANCE GLOBAL TRADERS (AUSTRALIA) PTY LIMITED CENTRAL
BOND WAREHOUSE ENTERPRISE AGREEMENT 1997**



1. TITLE

- 1.1 This agreement shall be known as the Nuance Global Traders (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 1997.

2. ARRANGEMENT

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3. PARTIES BOUND

- 3.1 This Agreement is between the National Union of Workers, New South Wales Branch and Nuance Global Traders (Australia) Pty Limited, located at 17 O'Riordan Street, Alexandria and all employees engaged as Storemen and Packers at the site.

- 3.2 This Agreement shall be read and interpreted in conjunction with the ~~Storemen and Packers, Bond and Free Stores (State) Award~~, provided that where there is any inconsistency this agreement shall prevail to the extent of the inconsistency.
- 3.3 This Agreement shall take effect from 23 September 1997 and shall remain in force until 23 September 1999.
- 3.4 The wage increases payable in this agreement shall operate from the first full pay period commencing on or after the date of registration of this Agreement by the Industrial Relations Commission of New South Wales. The wage rises shall be back-paid from the first full pay period that commenced on or after 23 September 1997.
- 3.5 The parties agree to commence discussions designed to achieve a replacement Agreement three months prior to the expiration of this Agreement.

4. DEFINITIONS

- 4.1 "Parent Award" means the Storemen and Packers, Bond and Free Stores (State) Award.

5. WAGES

The following wage increases will apply:

- 5.1 Five per cent (5%) increase on the individuals rate payable from the first full pay period on or after the date of registration of this Agreement. The minimum rate of pay for a Storemen and Packer shall be \$461.00 per week.
- 5.2 A further five per cent (5%) from the first full pay period to commence twelve (12) months after the effective date of the first increase. The minimum rate of pay for a Storeman and Packer shall be \$484.00 per week.
- 5.3 A further two per cent (2%) to commence fifteen (15) months after the effective date of the first increase, ie. the first full pay period on or after 23 September 1997, subject to the achievement of productivity improvements as mutually agreed to by both parties.



- 5.4 In relation to the productivity improvements referred to in 5.3 above, both parties are to negotiate and reach agreement on realistic, achievable and measurable productivity improvements within three (3) months of this Agreement coming into force.
- 5.5 The wage increases prescribed by this clause shall be applied to an employee's ordinary pay rate. "Ordinary pay" shall mean the employee's award rate plus overaward payment. The ordinary rate for each employee prior to the Agreement is recorded in a written form in the wages records of the Company which will be maintained at the Company's office.

6. HOURS

- 6.1 The ordinary hours for day workers, exclusive of meal times, shall average 38 per week, Monday to Friday, and shall be worked between the hours of 6 am and 6 pm.

7. TIME-KEEPING

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

8. REST PAUSES

- 8.1 The rest pauses for day workers will be taken during the following times:-

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

9. MEAL BREAKS

- 9.1 It is agreed that employees will stagger their meal breaks in order to meet the operational requirements of the business.
- 9.2 A meal break for day workers shall be taken at one of the following times as directed by management:-

12 pm to 12.30 pm OR 1.00 pm to 1.30 pm.

10. ROSTERED DAY OFF (RDO)

- 10.1 Where a rostered day off is normally taken as part of a work cycle and due to business requirements the rostered day off is unable to be taken on the scheduled day, another day may be substituted as agreed by management and the employee.
- 10.2 Where an employee falls ill on a scheduled rostered day off 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 Manager.

11. SATURDAY, SUNDAY AND HOLIDAY WORK

- 11.1 All time worked on Saturdays, Sundays and Public Holidays shall be paid at the appropriate overtime rates.
- 11.2 Overtime worked on Saturdays shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.
- 11.3 All time worked on Sundays shall be paid at double time.
- 11.4 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.
- 11.5 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.
- 11.6 The minimum payment for work performed on Saturdays, Sundays and Public Holidays shall be four hours at the appropriate rate.

12. BEREAVEMENT LEAVE

- 12.1 All full or part-time permanent 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 employer, together with proof of attendance in the case of a funeral outside Australia.



12.2 Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral he/she shall be entitled to one day only, unless it can be demonstrated that up to a period of three (3) days can be justified. Provided further that this clause shall have no operation while the period of entitlement to leave coincides with any other period of entitlement to leave.

12.3 For the purposes of the words "wife" or "husband" shall not include a "wife" or "husband" from whom the employee is separated but shall include a person who lives with the employee as a defacto "wife" or "husband", as the case may be.

13. SUPERANNUATION

13.1 The company shall make contributions equal to 9% of their ordinary time earnings to all employees (not casuals) who make personal contributions of 5% of their ordinary time earnings.

13.2 For all other employees the company shall make contributions equivalent to 6% of their ordinary time earnings.

14. FLEXIBILITY (OVERTIME & SMOKING BREAKS)

14.1 That the employees will endeavour to meet the needs of the business taking into account the importance of the following:-

If the Company believes there will be a surplus of work, Management will communicate with the Delegates that there will be a requirement to work overtime and will give as much notice as possible of this requirement. The employees will be expected to work a reasonable amount of overtime.

That the Delegates will monitor the smoking breaks taken by employees and if they believe that employees are not complying with the wishes of the Delegates in what is considered to be fair they will as a last resort take the matter to Management for a satisfactory resolution.

15. DISPUTES AND 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 the award employees. Within this framework, every attempt shall be made to resolve the matter adopting the following procedural steps:



- 15.1 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. The union delegate shall also be a party to the discussion if the employee or employees so desire.
- 15.2 If the dispute is not resolved, the matter shall be discussed between the union delegate and representatives of senior management.
- 15.3 Failing a resolution, the union 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 solution.
- 15.4 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.
- 15.5 During discussions, the status quo shall remain and work shall proceed normally.
- 15.6 Either party shall retain the right to notify the dispute to the Industrial Registrar at any time during the course of negotiations.

16. WASH-UP TIME

- 16.1 All employees shall be given an opportunity to clean (wash-up) themselves, prior to their scheduled finishing time, at a time to be stipulated by the Supervisor.

17. FIRST-AID OFFICERS

- 17.1 The Company shall provide for at least two employees covered by the Agreement to attain first-aid officer qualifications.
- 17.2 The Company will pay for all relevant costs and provisions for attainment of the qualifications.
- 17.3 This clause is subject to there being two employees willing to undertake such training.

18. RANDOM BAG SEARCHES

- 18.1 Staff, including warehouse management, shall be expected to cooperate 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.
- 18.2 Bag inspection shall be by visual inspection only and shall be conducted by management together with a union delegate, in the presence of the staff member.
- 18.3 The union delegate will be informed by management of the intent to randomly inspect bags prior to cessation of the shift.

19. NO EXTRA CLAIMS

- 19.1 It is agreed that no extra claims will be made against the Company during the life of this Enterprise Agreement.

20. AREA, INCIDENCE AND DURATION

- 20.1 Pursuant to section 44 (2) of the New South Wales *Industrial Relations Act 1996* the parties to this Enterprise Agreement agree to terminate Enterprise Agreement EA58/96 from the date of registration of this Enterprise Agreement.
- 20.2 This Agreement shall take effect from the date of registration by the Industrial Relations Commission of NSW and shall operate from 23 September 1997 and shall remain in force until 23 September 1999.

21. DECLARATION

The parties declare that:


- 21.1 The Agreement complies with all relevant statutory requirements (including the requirements of Part 2 Division 2 of the NSW Industrial Relations Act and of the Anti-Discrimination Act);
- 21.2 The Agreement does not, on balance, provide a net detriment to the employees who are to be covered by the agreement when compared with the aggregate package of conditions of employment under relevant awards that would otherwise apply to the employees;
- 21.3 The parties understand the effect of the Agreement; and
- 21.4 The parties did not enter the Agreement under duress.

22. SIGNATORIES

This Agreement is made at Sydney on this the *19th* Day of *November* 1997.

For and on behalf of

NUANCE GLOBAL TRADERS (AUSTRALIA) PTY LIMITED



Chief Executive Officer



In the presence of

NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH



Secretary



In the presence of

**BEFORE THE INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES**

No. IRC 957 of 2000

**NUANCE GLOBAL
TRADERS BOND
WAREHOUSE
CENTRAL
ENTERPRISE
AGREEMENT**

Notice of termination of an
Enterprise Agreement after
the end of its nominal term
by a party pursuant to
section (44) 3 of the
Industrial Relations Act
1996.

Filed by
Nuance Global Traders
(Finance) Pty Limited

By their Solicitors
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Australian Business
Lawyers
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Notice is hereby given by a party of its intention to terminate the *Nuance Global Traders (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 1997* which was approved on 4 December 1997.

The Agreement has been succeeded by a new enterprise agreement which was approved by Justice Kavanagh on 28 March 2000 in matter no. IRC 957 or 2000.

Signed by:



Timothy Capelin (Solicitor) for
Nuance Global Traders (Finance) Pty Limited

Served on:

The National Union of Workers
NSW Branch
3 - 5 Bridge Street
Granville NSW 2141