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ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/298

TITLE: Gordon & Gotch (Belmore Warehouse) Enterprise Agreement 1998

I.R.C. NO: 98/5500

DATE APPROVED/COMMENCEMENT: Approved 22 October 1998 and commenced on first full pay period on or after 1 August 1998

TERM: 24 Months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

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

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



GORDON & GOTCH (BELMORE WAREHOUSE) ENTERPRISE AGREEMENT 1998

Agreement between Gordon & Gotch Ltd
and
National Union of Workers New South Wales Branch



1. TITLE

This Agreement may be known as the G&G Belmore Warehouse '98 Agreement.

2. INCIDENCE AND PARTIES BOUND

This Agreement covers the work of the warehouse employees at Gordon & Gotch 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"). Gordon and Gotch recognises the NUW as being the union that shall have representation of warehouse and store employees who are covered by this agreement.

3. TERM OF AGREEMENT

This Agreement operates for a two year period from the first full pay period commencing on or after 1st August 1998. 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 Stores) 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

If a workplace dispute should arise, work will proceed without stoppage or the imposition of any ban, limitation of restriction:

5.1 Step One: The employee concerned and or the delegate shall contact the appropriate supervisor and attempt to settle the dispute;

5.2 Step Two: If the dispute remains unsettled the employee and or the delegate shall discuss the dispute with the appropriate supervisor and the warehouse manager and attempt to resolve the matter;

5.3 Step Three: If the dispute remains unresolved the matter shall be referred to the operations manager and the appropriate union official who shall attempt to resolve the dispute;

5.4 Step Four: If the dispute remains unsettled after the procedure specified above has been concluded the matter shall be notified to the Industrial Relations Commission for its assistance.

5.5 While the procedures specified herein are being followed all work shall continue normally. Until the matter is determined, the status quo will prevail.

6. HOURS OF WORK

6.1 The ordinary hours of work shall be worked between the hours span of 6:00am to 6.30pm until 1st August 1999 and 7pm thereafter, Monday to Friday, 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 after 6:00pm Mondays to Fridays. RDOs will be scheduled to allow employees to have at least one weekday off (Monday to Friday) in each month.

6.2 Seniority or service with the company will not be a criteria in determining which individuals work particular ordinary hours or shifts.

7. OVERTIME

7.1 Overtime performed on Sundays shall be paid at the rate of double time, provided that employees in the employ of G&G as at 1st August 1998 shall retain the actual overtime hourly rate they receive for Sunday overtime as at 1st August 1998.

7.2 Seniority or service with the company will not be a criteria in determining which individuals work overtime.



8. ALLOWANCES

First Aid allowance shall increase from \$12.00 per week to \$14.00 per week.
Meal Allowance shall increase from \$8.80 to \$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 increase from a maximum of two days to 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 discuss 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

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.

12. SUPERANNUATION

All non-contributory employees shall have the freedom to choose superannuation contributions into LUCRF or any Fund nominated by G&G. This choice should be based on equal contributions into the Fund of choice, that is, regardless of which Fund an employee chooses, G&G will contribute to the same level as prescribed by the federal legislation.

13. WAREHOUSE JOB VACANCIES

G&G undertakes to advertise all warehouse job vacancies available on the 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 parties agree to increase wage rates for warehouse employees by a total of 10% over the two year life of this Agreement, in two instalments of 6% and 4% one year apart. The following wage rates include those increases and are to apply from the first full period on or after the date heading each column of rates:

Classification	1.8.98	1.8.99
1. Storeperson (without company experience, i.e. on engagement or probationary)	\$500.00	\$520.00
2. Storeperson (other)	\$546.70	\$568.60
3. Storeperson + Forklift Operation	\$560.70	\$583.10
4. Leading Hand	\$570.10	\$593.00
5. Leading Hand + Forklift Operation	\$584.10	\$607.50
6. Senior Leading Hand	\$593.40	\$617.20
7. Snr. Leading Hand + Forklift Operation	\$607.40	\$631.70



NOTE: Level One above is designed to cater for probationary employees and it is expected such employees will spend a maximum of three months at that level, under review during that period, and their probationary term may be extended by three months once but no more than once.

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 overaward, 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. SIGNATORIES TO THE AGREEMENT

[Handwritten signature]

for and on behalf of Gordon & Gotch Ltd.

Dated 9 / 10 / 1998



R. A. Pele - Peter Kargoyan

for and on behalf of the employees

Dated 9 / 10 / 1998

[Handwritten signature]

for and on behalf of the National Union of Workers

Dated 8 / 10 / 1998



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 has 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 transmittor.
- 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, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 1.1 shall 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. The only limit on this payment is that it 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.

1.6.2 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 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 Australian Industrial Relations Commission 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.

