

ENTERPRISE AGREEMENT

NO: E.A. 45 /1992

DATE REGISTERED: 8.12.1992

PRICE: \$ 10.00

8.12.92

ATTACHMENT 1

J. CORDINA INVESTMENTS PTY LTD

and

EMPLOYEES LISTED BELOW

1. J. Cordina Investments Pty Ltd shall be exempt from the following provisions of the Transport Industry - Mixed Enterprises Interim (State) Award, to the extent necessary for them to comply with and give effect to the provisions of an agreement between the said company and the employees employed within the terms of the said award. Provided that the exemptions shall remain in force only during the period that the said agreement remains in effect.
 1. Clause 8 Hours of Employment.
 2. Clause 19, Overtime:
 - (a) subclause (i): provisions relating to the rate of pay for overtime worked
 - (b) subclause (i)(a): provisions relating to the span of hours as set out by Clause 8, Hours of Employment
 - (c) subclause (i)(b): provisions relating to the daily limitations prescribed by Clause 8.
 - (d) subclause (i)(d): provisions relating to the payment of overtime beyond midnight.

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J. CORDINA INVESTMENTS PTY LTD. (TRANSPORT WORKERS)
ENTERPRISE AGREEMENT

1. ARRANGEMENT

1. Arrangement
2. Title
3. Purpose & Coverage
4. Duress
5. Parties To The Agreement
6. Hours Of Work
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8. Grievance & Industrial Disputes Resolution Procedure
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2. TITLE

J. Cordina Investments Pty. Ltd. (Transport Workers) Enterprise Agreement

3. PURPOSE & COVERAGE

The purpose of this enterprise agreement is to regulate the conditions of employment as they relate to hours of employment and overtime rates of persons who are employed by J. Cordina Investments Pty. Ltd. who are employed as transport workers covered by the Transport Industry - Mixed Enterprises Interim (State) Award at the company's Girraween site at 55 Mandoon Road, Girraween.

4. DURESS

The parties to this agreement have entered into this agreement without duress.

5. PARTIES TO THE AGREEMENT

The parties to this agreement are J. Cordina Investments Pty. Ltd. 55 Mandoon Road, Girraween, and employees employed as transport workers under the Transport Industry - Mixed Enterprises Interim (State) Award.

6. HOURS OF WORK

- (i) The ordinary hours of work of day workers, exclusive of meal breaks, shall be not more than 38 hours, Monday to Friday inclusive.

7. OVERTIME

- (i) Overtime at the rate of time and one-half for the first six (6) hours and double time thereafter shall be paid to all employees as follows:
 - (a) For all time worked in excess of 38 hours in any week or in excess of the ordinary hours of work in the week.

8. GRIEVANCE AND INDUSTRIAL DISPUTE RESOLUTION PROCEDURE

It is the intention of the parties to this agreement to eliminate disputes which result in stoppages, bans or limitations, and it is agreed that the parties to this award shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of the Industrial Relations Act, 1991 all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

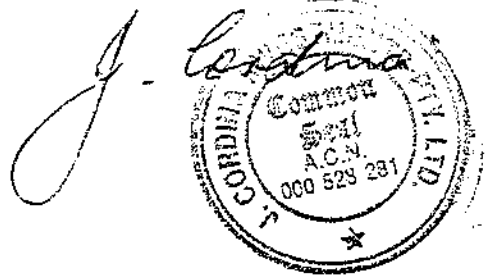
- (a) If an employee(s) has any grievance in relation to their employment they shall, in the first instance, discuss the matter with his or her immediate supervisor who will endeavour to resolve the issue.
- (b) If the problem is unresolved, the employee(s) shall refer it to their Department Head after the employee notifies his or her immediate supervisor. The Department Head shall then arrange a conference with the employee and their immediate Supervisor.
- (c) Should the problem remain unresolved, the employee(s) shall refer it to the General Manager or his or her nominated representative.

- (d) Reasonable time limits shall be allowed for discussion at each level of authority.
- (e) At the conclusion of the discussion the immediate Supervisor, Department Head or General Manager shall provide a response to the employee(s) grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) The employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees for the purposes of each step of the procedure.
- (g) Whilst this procedure is being followed, normal work must continue.

9. NOMINAL TERM

- (a) This agreement shall apply to all employees of J. Cordina Investments Pty. Ltd. who are employed as transport workers.
- (b) This Agreement shall take effect from the first full pay period after _____ and shall have a nominal term of 1 year.

[Handwritten signatures]
 K. Brooks
 D. Petetty
 Paul Vella
 [Signature]



K. Harker
 [Signature]
 [Signature]
 J. Mathew