

ENTERPRISE AGREEMENT

NO: E.A. 367 /1994

DATE REGISTERED: 23-9-94

PRICE: \$ 10-00

**ALLDERS INTERNATIONAL (OCEANIA) PTY LTD -
OCEAN TRADING BOND WAREHOUSE**

ENTERPRISE AGREEMENT 1994

1. TITLE

This agreement shall be known as the Allders International - Ocean Trading Bond Warehouse Enterprise Agreement 1994.

2. ARRANGEMENT

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3. PARTIES BOUND

- (i) This agreement shall apply to Allders International (Oceania) Pty Ltd, located at Ocean Trading Bond Warehouse at 13-21 Mandible Street, Alexandria and all employees of Allders International engaged as Storemen and Packers at that site.
- (ii) 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.
- (iii) This agreement shall take effect from the date of registration and shall have a nominal term of 12 months.

4. DEFINITIONS

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

5. WAGES

Weekly Employees – The minimum rates for an adult storeman and packer shall be \$402.00 per week to commence from the first full pay period following the date of registration of this agreement.

6. HOURS

The ordinary hours for day workers, exclusive of meal times, shall average 38 per week, Monday to Friday, worked as follows:

- (a) The hours to be worked will be between the span of hours 6am to 6pm.
- (b) 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.

7. SATURDAY, SUNDAY AND HOLIDAY WORK

- (i) All time worked on Saturdays, Sundays and Public Holidays shall be paid at the appropriate overtime rates.
- (ii) Overtime worked on Saturdays shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.
- (iii) All time worked on Sundays shall be paid at double time.
- (iv) 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.
- (v) 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.
- (vi) The minimum payment for work performed on Saturdays, Sundays and Public Holidays shall be three hours at the appropriate rate.

8. DISPUTES AND INDUSTRIAL GRIEVANCE PROCEDURES

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Enterprise Agreement and the Parent Award shall be in accordance with the following procedural steps.

- (i) Procedure relating to a grievance of an individual employee.
 - (a) The employee shall notify (in writing or otherwise) the employer as to substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (b) The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While this procedure is being followed, normal work must continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (f) The employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

(ii) Procedure for a dispute between the employer and the employees.

In the event of a question, dispute or difficulty arising:

- (a) The matter shall be first raised with the Supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and representatives of management.
- (c) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management. If necessary, the State Secretary of the Union and the relevant Employer Association may also be involved in discussions at this stage.
- (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
- (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay shall be avoided.
- (f) While the procedure is being followed, normal work will continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

9. **DECLARATION**

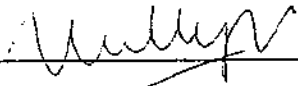
The parties declare that this agreement:

- (i) Is not contrary to public interest;
- (ii) Is not unfair, harsh or unconscionable;
- (iii) Was at no stage entered into under duress; and
- (iv) Reflects the interests and desires of the parties.

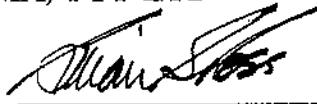
This agreement is made at Sydney on this the *11th* Day of *August* 1994

For and on behalf of:

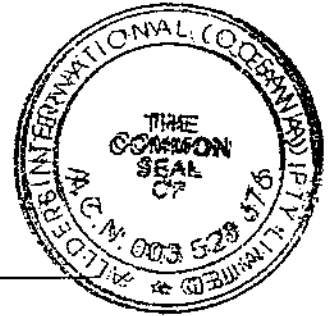
ALLDERS INTERNATIONAL (OCEANIA) PTY LTD




Managing Director



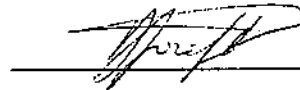
In the presence of



NATIONAL UNION OF WORKERS, NSW BRANCH



Secretary



In the presence of

