

ENTERPRISE AGREEMENT

NO: E.A. 410 /1994

DATE REGISTERED: 19-10-94

PRICE: \$ 10.00

- ENTERPRISE AGREEMENT -

BETWEEN

FLEMINGTON MARKETS COMMERCIAL SERVICES CO-OPERATIVE LTD

AND

CLERICAL EMPLOYEES

[Filed with the Industrial Registrar on 7 MARCH 1993].

AN ENTERPRISE AGREEMENT made this 21 JANUARY 1993 in
pursuance of the provisions of the Industrial Relations Act 1991
of New South Wales between Flemington Markets Commercial Services
Co-operative Ltd., Flemington, NSW and clerical staff.

F M C S CO-OPERATIVE ENTERPRISE AGREEMENT NO. 1

1. TITLE OF AGREEMENT

This Agreement shall be known as the F M C S Co-operative Enterprise Agreement No. 1.

2. ARRANGEMENT

1. Title of agreement
2. Arrangement
3. Incidence and parties bound
4. Term of agreement
5. Relationship to parent award
6. Duress
7. Purpose of agreement
8. Overtime
9. Dispute procedure
10. Date of registration
11. Signatories to agreement

3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the ~~21~~ 21 JANUARY 1994 between Flemington Markets Commercial Services Co-operative Ltd. and clerical staff engaged to work at the Flemington Markets Office.

4. TERM OF AGREEMENT

This Agreement shall have a nominal life of twenty-four [24] months from the date of registration.

5. RELATIONSHIP TO PARENT AWARD

It is agreed by the parties that the Clerks [State] Award will continue to regulate the rates of pay and conditions of employment for the employees covered by this Enterprise Agreement provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

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6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish a mutually acceptable method for granting time off work in lieu of payment for overtime.

8. OVERTIME

8.1 Employee/s required to work overtime will not receive a payment of wages for such overtime worked but will be allowed equivalent time off (at the single time rate).

8.2 The actual time for taking time off in lieu of overtime worked will be at a mutually convenient time to suit the parties and should not be allowed to accumulate beyond the equivalent of a single work day.

9. DISPUTE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relations Act 1991. These procedural steps are:

9.1 Procedure relating to a grievance of an individual employee:

[i] The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

[ii] A 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.

[iii] Reasonable time limits must be allowed for discussion at each level of authority.

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[iv] At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

[v] While a procedure is being followed, normal work must continue.

[iv] The employee may be represented by an industrial organisation of employees.

9.2 Procedure for a dispute between an employer and the employees:

[i] A question, dispute or difficulty 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.

[ii] Reasonable time levels must be allowed for discussion at each level of authority.

[iii] While a procedure is being followed, normal work must continue.

[iv] The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

10. DATE OF REGISTRATION

This Enterprise Agreement shall take effect from the first pay period to commence on or after 1993.

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11. SIGNATORIES TO AGREEMENT

Signed on behalf of Flemington Markets Commercial Services Co-operative Ltd.

Signed..... *[Signature]*

Witnessed by..... *[Signature]* date..... *14/12/93*

Signed by the employees of Flemington Markets Commercial Services Co-operative Ltd.

- 1 *Paula Leonard* *11/12/93*
- [name] [date]
- 2 *[Signature]* *8/12/93*
- [name] [date]
- 3 *Anthony L. Bennett* *8/12/93*
- [name] [date]
- 4 *TOUBIA MOUSSA* *9/12/93*
- [name] [date]
- 5 *[Signature]* *14/12/93*
- [name] [date]
- 6 *A. Koukoulantou* *21-1-94*
- [name] [date]