

ENTERPRISE AGREEMENT

NO: E.A. 121 /1996

DATE REGISTERED: 6-5-96

PRICE: \$ 28-00

ENTERPRISE FLEXIBILITY AGREEMENT

APRIL 94

Re-Drafted MARCH 95


Re-Drafted August 95

FOR

CROXLEY COLLINS OLYMPIC
(A Division of Edwards Dunlop & Co Limited)

COVERING

ST. PETERS N.S.W. WAREHOUSE EMPLOYEES



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1. INTRODUCTION:

This agreement, whilst recognising management's right to manage, also recognises the value of the efforts employees apply to their duties. In the spirit of this agreement, both parties agree to develop an environment of co-operation and have entered into this agreement without duress.

The agreement has been based on the Storeman and Packers General (State) Award, and accepts the spirit of the award with the amendments detailed in this agreement. Where conflict between the award and this agreement exists, then this agreement and the spirit of it will prevail over the award.

1.1 TITLE OF AGREEMENT

Enterprise Flexibility Agreement (EFA) of Croxley Collins Olympic (A Division of Edwards Dunlop & Co Limited), and warehouse employees located at 1 Burrows Road, St Peters NSW.

1.2 PARTIES TO THE AGREEMENT

Croxley Collins Olympic (A Division of Edwards Dunlop & Co.Limited), 1 Burrows Road, St Peters NSW, and the Storeman and Packers at Croxley Collins Olympic (A Division of Edwards Dunlop & Co.Limited), 1 Burrows Road, St Peters NSW Branch represented by the National Union of Workers (NSW Branch).

2. COMMUNICATION

- (i) A working party is to be established under the chairmanship of the Warehouse Manager and made up of two employees representing the Storemen, the Warehouse Supervisor and the Customer Services Supervisor. The role of the working group, which is to meet not less than quarterly, is to consider the introduction of work place initiatives to improve efficiencies ie: Job rotation, ascension through the classification structure etc. The group is also to determine methods to measure gains in productivity developed as a result of work place initiatives.

3. TERM OF AGREEMENT OPERATION

- (i) This Agreement will remain in force for a period of 24 months.
- (ii) Both parties agree to review this agreement with such review commencing not more than three (3) months prior to the expiration date of the agreement.

4. TERMS OF ENGAGEMENT

- (i) Employment of weekly hands will be subject to a probationary period of three (3) months, terminable at 5 day's notice on either side, provided that the employer shall indicate, in writing, to an employee and the employee will confirm his/her understanding in writing at the time of engagement whether he/she is being engaged as a casual worker or on a weekly basis.

5. PAYMENT OF WAGES

- (i) Payment of wages will be by Electronic Funds Transfer (EFT) and shall be available in the employee's nominated bank not later than mid day Thursday of each week.

6. HOURS

- (i) Employees will be required to work 37.5 hours, this is exclusive of meal times.

HOURS WORKED

(a) The hours to be worked will be between the span of hours, 6.00 a.m. to 6.00 p.m.

(b) Once having fixed the time for commencing and finishing work, the times shall not be altered without at least 7 days notice to the employees concerned or earlier if by mutual agreement between the employer and such employees.

7. MEAL HOURS

- (i) A thirty minute meal break is to be provided at a time agreed to between the employer and employees. Once the meal break time has been agreed to, it shall not be varied by the employer, unless agreed to by the majority of employees or notified by the employer to employees in writing giving 7 days notice. If varied at the employers direction, the guidelines of the award are to be followed.
- (ii) Notwithstanding preceding direction, management reserves the right to vary meal times for celebratory occasions.

8. MID SHIFT BREAK

- (i) All employees shall be allowed ten minutes each morning or afternoon as a rest period, at a time nominated by the employer. Such time to be counted as time worked.

9 SUPERVISORS

Under extenuating circumstances supervisors will be required to perform Storemen and Packers duties.

10. SICK LEAVE

- (i) Proof of incapacity to attend work shall be by means of a doctor's certificate and shall be provided for all absences from duty exceeding 6 hours.
- (ii) Notification of an employees inability to attend for duty is to be given to the employer within half an hour, where practicable and not more than 3 hours of the commencement of the absence.

11. CLOTHING

- (i) The employer will provide an annual supplement of working dress for employees as per the 'Table of Working Dress' below:

TABLE OF WORKING DRESS		
	ANNUAL ISSUE	SPECIAL ISSUE *
TROUSERS	1	--
SHIRTS	1	--
T SHIRTS	2	--
JACKET	--	1

* Special issues will only be considered when the original or replacement article is worn out or damaged, but not more frequently than once each two (2) years.

- (ii) Employees undertake to wear the working dress as a condition of employment and to maintain it in a clean and serviceable condition at all times.

12. PREFERENCE OF EMPLOYMENT

The employer reserves the right to select applicants for employment.

13. DISPUTES PROCEDURE

This procedure is designed to ensure all grievances and disputes are resolved as quickly and as close to the working level as possible. The following sequence of action is to be observed for handling disputes.

INITIAL ACTION: In the first instance the employee, with the elected union representative if they wish, shall discuss the problem with the employee's immediate supervisor.

ACTION 2: If the supervisor or the employee is not satisfied that the dispute has been resolved, then the supervisor, the employee and the elected union representative are to discuss the problem with the Warehouse Supervisor or Warehouse Manager.

ACTION 3: If the dispute remains unresolved, the elected union representative is to advise the local union organiser who should then discuss the dispute with the Warehouse Manager.

ACTION 4: Should all attempts to resolve the dispute at the working level fail, then the Union Secretary should discuss the dispute with the General Manager.

It should be noted that during the dispute the 'status quo' just prior to the dispute is to apply.

At any stage during or after (Action 3) either party may refer the dispute to the Industrial Registrar.

14. CONTRACT LABOUR

Contract Storemen and Packers will be paid the site rate.

15. WAGES

Phases increases:

			<u>Grade2 Wage Rate</u>	<u>Grade3 Wage Rate</u>
	Current Rate (as at 25/8/95)		\$411.45	\$416.80
	*Effective Date	% Increase		
1	30/8/95	5	\$432.00	\$438.00
2	31/12/95	5	\$454.00	\$460.00
3	1/7/96	5	\$477.00	\$483.00
4	31/12/96	4	\$496.00	\$502.00

*Effective date = First full pay period on or after the effective date.

The increases provided in this clause shall take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid in accordance with this clause from the dates specified or the date of employment whichever is the later.

16. NO EXTRA CLAIMS

All parties agree that during the life of the current EFA, no party will raise any further claims relating to the terms and conditions of the EFA. However, the Company advises that wage increases can and will be approved, providing the following principles are adhered to:


- (a) They are mutually agreed.
- (b) They are ratified by the NSW Industrial Relations Commission and are not absorbable.



All parties commit themselves to re-negotiate the EFA. This shall commence three months prior to the expiry date of the EFA.

Should a question of interpretation arise in the application of the EFA, it will be processed through the established dispute-settling mechanism.

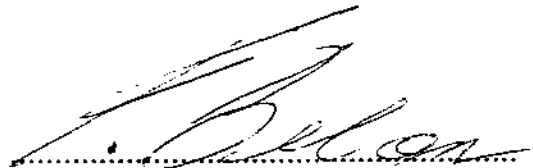
SIGNED
FOR AND ON BEHALF OF
CROXLEY COLLINS OLYMPIC



Frank Occhiuto
Management Services Manager

Date 4-9-95

SIGNED
NATIONAL UNION OF
WORKERS
(New South Wales Branch)



Frank Belan
State Secretary

Date 4.9.95

ATTACHMENT NO.1
to Application for Registration
of an Enterprise Flexibility Agreement
from Croxley Collins Olympic
Dated: 28th August 95

SCHEDULE OF MINIMUM CONDITIONS OF EMPLOYMENT

This schedule has been prepared to detail the proposed changes relating to specific employment conditions. The changes proposed vary the current Storeman and Packers General (State) award conditions within the guidelines established under Section 122.

Existing Conditions (As per Clause 26(11))

Single Day Absences - In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion the employee was able to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's right under paragraph (c), of subclause (i) of this clause.

Proposed Conditions

- (i) Proof of incapacity to attend work shall be by means of a doctor's certificate and shall be provided for all absences from duty exceeding 6 hours.

- (ii) Notification of an employees inability to attend for duty is to be given to the employer within half an hour, where practicable and not more than 3 hours of the commencement of the absence.

Ordinary Hours of Employment

Existing Conditions (as per Clause 13 (i))

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

- (a) The hours to be worked will be between the span of hours, 6.30 a.m. to 5.30 p.m.
- (b) Once having fixed the time for commencing and finishing work shall not be altered without at least 7 days notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.

Proposed Conditions

- (i) Employees will be required to work 37.5 hours, this is exclusive of meal times.

HOURS WORKED

- (a) The hours to be worked will be between the span of hours, 6.00 a.m. to 6.00 p.m.
- (b) Once having fixed the time for commencing and finishing work, the times shall not be altered without at least 7 days notice to the employees concerned or earlier if by mutual agreement between the employer and such employees.

Rates of Wages (Ordinary Hours)

Existing Conditions (As per Rates of Wages amended May 95)

The current authorised rates of pay for Weekly Hands as advised under State Award 26B issued in May 1995.

Storeman and/or Packer \$395.70

Driver of forklift with lifting capacity of up to 4.54 ton \$401.50

Current Conditions (as paid by Croxley Collins Olympic)

Storeman and/or Packer \$411.45

Driver of forklift with lifting capacity of up to 4.54 ton \$416.80

Proposed Conditions


Phases increases:

	Grade2 Wage Rate	Grade3 Wage Rate
Current Rate (as at 25/8/95)	\$411.45	\$416.80

	*Effective Date	% Increase		
1	30/8/95	5	\$432.00	\$438.00
2	31/12/95	5	\$454.00	\$460.00
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*Effective date = First full pay period on or after the effective date.

SIGNED
FOR AND ON BEHALF OF
CROXLEY COLLINS OLYMPIC
(A DIVISION OF EDWARDS DONLOP
& COMPANY LIMITED) *FF*


.....
Frank Occhiuto
Management Services Manager

Date *4-9-95*

SIGNED
NATIONAL UNION OF
WORKERS
(New South Wales Branch)


.....
Frank Belan
State Secretary

Date *4.9.95*