

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/170

**TITLE: Novocastrian Wholesale Liquor Enterprise Agreement
2003**

I.R.C. NO: IRC3/3682

DATE APPROVED/COMMENCEMENT: Approved 25 July 2003 and commenced 18 July 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement only applies to employees engaged as Storemen and Packers employed at the company's warehouse located at 8 Kings Rd, New Lambton NSW, 2305, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Novocastrian Wholesale Liquor Pty Ltd

Novocastrian Wholesale Liquor Enterprise Agreement 2003

1. Title

The title of this agreement is the Novocastrian Wholesale Liquor Enterprise Agreement 2003.

2. Parties to the Agreement

The enterprise agreement is made in accordance with:

- (a) The provisions of sections 32-47 of the *Industrial Relations Act 1996*; and,
- (b) The Principals for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are Novocastrian Wholesale Liquor Pty Ltd and the employees OR representatives of the warehouse employees employed by Novocastrian Wholesale Liquor Pty Ltd.

3. The Enterprise

The enterprise for which the agreement was made is Novocastrian Wholesale Liquor Pty Ltd, 8 Kings Road New Lambton NSW, 2305.

4. Intention

This agreement shall only apply to employees employed as storemen and packers at the company's warehouse situated at 8 Kings Road New Lambton NSW.

5. Duress

This agreement was not entered into under duress by any party to it.

6. Incidence

Except as provided by this agreement the conditions of employment of the employees to whom this agreement applies shall be those contained in the Storemen & Packers General (State) Award, as varied from time to time. Where there is inconsistency between this agreement and the Award, this agreement shall prevail.

7. Conflict / Grievance Resolution Procedure

We are committed to communicating with each other to resolve any differences between us about this Agreement or about the way in which we work together.

However, from time to time issues might arise which a formal process may assist to resolve.

If and when that occurs, we will attempt to firstly resolve the matter at the workplace level by:

The employee and his/her manager meeting to discuss the problem; and

If the problem is not resolved at that meeting, Novocastrian Wholesale Liquor Pty Ltd will arrange further discussion involving more senior levels of management (as appropriate).

The parties to this agreement each acknowledge the right of the other party to appoint another person to act on their behalf to resolve the problem. That appointment must be given to the other party in writing.

If we have used this process and still cannot resolve a problem about this Agreement either of us may choose to refer the matter to the Industrial Relations Commission to conciliate, or in the failure of conciliation, to arbitrate on the matter.

If either party refers the matter to the Commission, we will participate in the process in good faith.

During the time we continue to attempt to resolve the matter:

We will continue to work in accordance with our obligations under this Agreement unless there is a reasonable concern about an imminent risk to employee health or safety; and

If any employee is concerned about an imminent risk to his/her health and safety, he/she must not unreasonably fail to comply with a direction by Novocastrian Wholesale Liquor Pty Ltd to perform other available work, which is safe and appropriate to perform.

We will co-operate to ensure that this procedure is carried out as quickly as is reasonably possible.

8. Term

This agreement shall operate from the date of approval and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided in the *Industrial Relations Act, 1996*.

9. Consultative Mechanisms

Novocastrian Wholesale Liquor believes that the strength of our business depends largely on the skills and knowledge of our employees.

The parties to this Agreement are committed to co-operating positively to achieve significant and sustained improvements in the efficiency, productivity, profitability and competitiveness of the enterprise, and by so doing to enhance the career opportunities and job security of Employees.

Management will discuss and implement changes that will improve efficiency and productivity. Consultation will ensure that workplace reforms continue with the participation of all employees.

10. Anti-Discrimination

The parties agree to interpret and apply provisions of this agreement in a manner which is not in breach of the *Anti-Discrimination Act, 1977*.

11. Shift Working Arrangements to Cover "Surge Periods"

The nature of the business of Novocastrian Wholesale Liquor requires that during periods of peak demand we work extended hours of work to satisfy the delivery requirements of our customers.

Accordingly, the parties agree that to accommodate these "surge" periods we will work day work and afternoon shift for no more than 12 weeks per year. During each week of the nominated surge period afternoon shifts will be worked on at least three days.

During the surge periods, as nominated by management in advance, the working arrangements will be as follows:

- (a) Day work will be worked between the hours of 6.30 am and 2.36 pm.

- (b) Day work hours will include an unpaid 30 minute lunch break that will be taken at a time determined by Novocastrian Wholesale Liquor provided that no employee will be required to work more than 5 consecutive hours without a meal break.
- (c) Afternoon shift will be worked between the hours of 1.54 pm and 9.30 pm.
- (d) Afternoon shift employees will be entitled to a paid 20-minute crib break and it will be taken at a time determined by Novocastrian Wholesale Liquor provided that no employee will be required to work more than 5 consecutive hours without a meal break.
- (e) A shift worker whilst on afternoon shift shall be paid for such shift 15 per cent more than his/her ordinary rate.
- (f) Where a shift continues for less than 5 successive afternoons in any given week the employee's entitlement for working ordinary hours will be limited to his ordinary rate of pay plus his/her 15 % shift loading.
- (g) Employees' working arrangements will be rostered to ensure that they have a balance of day work and afternoon shift.
- (h) Where a shift worker is required to work overtime outside his/her rostered ordinary hours of work he/she will be paid at the rate of time and a half for the first two hours and double time thereafter, as provided by the Award.
- (i) Management will provide as much notice as possible in nominating surge periods and in preparing associated rosters. However, a "rostered shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.
- (j) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any twenty-four hours.

12. Productivity Bonus

Novocastrian Wholesale Liquor will provide an opportunity for bonus payments to be made to employees to encourage teamwork and continuous improvement in warehouse operations.

The conditions of the bonus payment will be as follows:

- (a) The available \$2,000 per calendar month bonus will be indexed by movements in the Consumer Price Index occurring during the life of this Agreement and will be increased or decreased on a percentage basis with increases or decreases in the warehouse employees' workforce.
- (b) The base line number of employees will be 14 employees.
- (c) All weekly, permanent part time and casual warehouse staff will be eligible to participate in the productivity bonus scheme.
- (d) The bonus payment will not apply to the Warehouse Manager.
- (e) Each employee's share of the available bonus shall be calculated pro rata on the number of hours he/she has worked each month.
- (f) The available monthly bonus payment will be reduced by \$20 per any genuine packing error occurring in that month.

- (g) Whether or not an error is a "genuine" packing error will be determined by the sole discretion of management after each incident is thoroughly investigated. Where, after investigation, the cause of the packing error cannot be clearly determined, employees will receive the benefit of the doubt.
- (h) The Warehouse manager will ensure that a "score sheet" showing the tally of genuine packing errors is displayed in a prominent location in the warehouse and that it is updated on a daily basis.

13. Wages Increases

Regardless of the existing over award payments made to warehouse staff by Novocastrian Wholesale Liquor, the company undertakes, during the life of this agreement, to apply all State Wage Case Safety Net increases to the wages of warehouse staff. This includes back payment of over award rates by the same amount as the last Safety Net increase applicable in October 2002. The actual rates of pay are as provided for in Annexure A of this agreement.

14. Variation to Agreement

The parties to this agreement acknowledge that during the term of this agreement it may only be varied with the consent of both parties.

Signatories to the Agreement

Signed for and on behalf of Novocastrian Wholesale Liquor Pty Ltd

Signature: _____

Name & occupation: (printed) _____

Common Seal of the Company if applicable:

Date: ___/___/___

and,

Signed for and on behalf of employees by the duly elected employees' representatives:

Signature: _____

Name & occupation: (printed) _____

Signature: _____

Name & occupation: (printed) _____

Signature: _____

Name & occupation: (printed) _____

ANNEXURE A

The following rates of pay will apply during the operation of this agreement:

Classification	Award rates commencing on or 6.10.02 for weekly employees	Over award payments at the time of agreement	Total Rates at the time of agreement	Future rates of pay
Storeman & Packer Level 1	470.70	-	-	*
Storeman & Packer Level 2	485.70	34.14	519.84	*
Storeman & Packer Level 3	491.50	50.76	542.26	*
Storeman & Packer Level 4	510.30	121.64	631.94	*
Storeman & Packer Level 5	525.20	-	-	*

*It is agreed by the parties to this agreement that, during its operation, all rates of pay will be adjusted upwards on and from the dates that the Storemen & Packers, General (State) Award is varied by the New South Wales Industrial Relations Commission to give affect to approved Safety Net increases.

Note: Current employees are classified at only levels 3 and 4.