

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/226**

**TITLE:      Oswalds International Cargo Management Enterprise Agreement  
1998**

**I.R.C. NO:**                      98/6027

**DATE APPROVED/COMMENCEMENT:** 3 December 1998 and commenced first full pay period on or after 3 December 1998

**TERM:**    Expires 23 August 2000

**NEW AGREEMENT OR  
VARIATION:**                      New. Replaces EA 95/56

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**      7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**      Applies to all award classifications for adult persons and junior employees classified as storemen and packers, and required to carry out the duties of receiving, checking, counting and the dispatching of goods

**PARTIES:**      Oswalds International Cargo Management -&- National Union of Workers, New South Wales Branch

**OSWALDS INTERNATIONAL CARGO MANAGEMENT**  
**ENTERPRISE AGREEMENT - 1998**



BETWEEN

**OSWALDS INTERNATIONAL CARGO MANAGEMENT**  
**[A DIVISION OF OSWALD'S BONDED AND FREE STORES PTY LIMITED]**  
[ACN 000 010 499]

AND

**THE NATIONAL UNION OF WORKERS [NSW BRANCH]**

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1. **ARRANGEMENT**

1. Arrangement
2. Incidence and parties bound
3. Term of agreement
4. Relationship to parent award
5. Purpose of agreement
6. Hours of work and meal breaks
7. Attendance recording
8. Rostered days off
9. Overtime
10. Paid sick leave
11. Training and multi-skilling
12. Wage adjustments
13. Employee classification
14. Drug and alcohol testing of employees
15. Safety footwear and work clothing
16. Security
17. Employee counselling procedure
18. Dispute procedure
19. Signatories

2. **INCIDENCE AND PARTIES BOUND**

- 2.1 **The Parties:** This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1 of the New South Wales Industrial Relations Act, 1996, No. 17, entered into between Oswalds International Cargo Management and employees working in the Depot and Bond Stores represented by the National Union of Workers.



- 2.2 **The Enterprise:** The enterprise for which the agreement has been reached without duress is located at 1 Hale Street, Botany, NSW 2019.
- 2.3 **The Occupations:** This Enterprise Agreement relates to all award classifications for adult persons and junior employees classified as storemen and packers, and required to carry out the duties of receiving, checking, counting and the dispatching of goods, generally as required of a storeman and packer.

3. **TERM OF AGREEMENT**

- 3.1 This Agreement replaces the Enterprise Agreement approved on 13 February 1997 in the Industrial Relations Commission of NSW in Matter No IRC 5029 of 1996 and which came into force on 23 August 1996 with a nominal term until 23 August 1998.
- 3.2 This Agreement shall take effect from the date of registration and operate from the first full pay period to commence on or after that date. The Agreement shall be for a nominal term until 23 August, 2000.
- 3.3 Commencing from 1 July 2000, the parties to this Agreement acknowledge the need to commence negotiations leading to a replacement Agreement, this with the express object of reaching a mutually acceptable conclusion prior to the end of the nominal term of this Agreement.

4. **RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this enterprise agreement that it shall be read and interpreted wholly in conjunction with the Storemen and Packers Bond and Free Stores [State] Award and that if there should be any inconsistency, the terms of this enterprise agreement shall take precedent.

5. **PURPOSE OF AGREEMENT**

In return for the phasing-in of incremental wage increases, employees undertake to increase their overall efficiency in the workplace and to observe agreed operational changes and multi skilling together with their contribution to the general efficiency and profitability of the employer enabling long term employment prospects for employees.

6. **HOURS OF WORK AND MEAL BREAKS**

- 6.1 The usual ordinary hours of work shall be 8 hours per day from 7.00am to 3.30pm Monday to Friday, less the paid morning tea meal break.



Should the employer seek to vary the starting and finishing times of ordinary hours between an hours spread of 6.00am to 6.00pm to satisfy a change in customer requirements, 7 days notice of the change will be given to affected employees.

6.2 Employees are expected to be appropriately dressed and at the workplace at starting time and remain in such work clothes until the conclusion of their daily work period.

6.3 Meal times will be:

Morning tea - 10.00am to 10.20am

Lunch - 12.30pm to 1.00pm.

Employees will be expected to take their meals near the workplace or in the meal room allocated by the company.

6.4 Employees party to this agreement, undertake that if they are in the process of either unloading or loading trucks at the actual time of the commencement of meal times nominated in sub-clause 6.2 herein, the loading or unloading process will continue until completed at which time, the employee/s will commence their respective meal break. Such time delay will be without the payment of a penalty allowance.

## 7. ATTENDANCE RECORDING

Arrangements may be made during the term of this Agreement for an attendance recorder to be installed at a convenient location near the Administrative Building. For administrative, payroll security and safety purposes, employees may be required to record times when entering and leaving the premises. A project providing for an improved timekeeping system and associated payroll system continues as a project under review.

## 8. ROSTERED DAYS OFF

Employees party to this agreement acknowledge the need to be flexible in the taking of Rostered Days Off to ensure satisfactory staff levels are maintained in both stores at all times.

Following discussion with each employee, a monthly roster covering a 3 month period will be drawn up by management to assist both supervision and the employee plan for the rostered days off. This roster will be displayed near to the Administrative Building. A scheduled rostered day off may be changed by mutual agreement between the employee and supervision on 24 hours notice to suit either work or personal needs.

Prior to the conclusion of each 3 month roster, a new 3 month roster will be prepared by the parties and displayed.

9. **OVERTIME**

All overtime will be at the employers direction and employee/s undertake to work reasonable overtime as required.

Preference in relation to the offering of overtime outside of normal daily requirements will be given to permanent employees.

10. **PAID SICK LEAVE**

The terms of the award in relation to paid sick leave will be under review through the term of the agreement.

Employees are reminded of a requirement to notify supervision within 24 hours of the commencement of such an absence [preferably at the commencement of such absence to assist labour planning requirements], stating the nature of the illness and estimated duration. Furthermore the award provisions that in regard to single day absences for an employee who in the year has already been allowed paid sick leave on more than one occasion for one day only, that a doctors certificate should be handed to the pay office in order to qualify for payment for the day.

11. **TRAINING AND MULTI-SKILLING**

11.1 Employees party to this agreement acknowledge the need to receive additional job skills in some areas and subject to the employers requirements, give an undertaking to attend training courses as required by the employer. Furthermore, the nature of work requires a reasonable degree of inter-change between specific job requirements and it is agreed that provided the employee/s is/are given appropriate training to facilitate such job capabilities, undertake to become more multi-skilled within the workplace.

11.2 Employees acknowledge the requirement for internal transfer between the Depot and Bond Stores, either on an hourly or daily basis.

12. **WAGE ADJUSTMENTS**

12.1 Present employees party to this agreement will be given a 4% increase over their current ordinary weekly rate of pay for all purposes of the award, commencing from 15 October 1998.



- 12.2 A further wage increase for all employees, equivalent to 4% of the base pay rate used for calculating the increase in subclause 12.1 herein, commencing from the first complete pay period on or after 23 August 1999.

13. **EMPLOYEE CLASSIFICATION**

It is considered that the dominant employee classification within both stores is that of a Grade 3 Storeman.

14. **DRUG AND ALCOHOL TESTING OF EMPLOYEES**

In keeping with Occupational Health and Safety requirements, it has been agreed by the parties to this Agreement that they will work towards an acceptable procedure for counselling employees reasonably suspected of drug or alcohol abuse where such abuse may contribute toward workplace safety.

15. **SAFETY FOOTWEAR and WORK CLOTHING**

- 15.1 **Boots:** Stores employees party to this Agreement will continue to be reimbursed by up to \$50 for each pair of approved safety footwear purchased and for wearing in the workplace provided proper documentation is made available.
- 15.2 **Clothing:** On an annual basis, each stores employee will be issued with 2 sets of overalls for wearing in the work place. It will be the employees responsibility to wash and maintain this clothing in a good state of repair.

16. **SECURITY**

It is acknowledged by the parties to this Agreement that all employees at the premises have a responsibility to protect the company's property and to take reasonable steps to prevent stock from being damaged or mislaid.

Random security checks will be conducted with all warehouse and non-warehouse employees and these may include vehicle or bag searches when leaving the premises.

At all times during the course of security checks, management and/or security staff shall conduct themselves in a courteous manner towards the employee/s with respect to the search and rights to representation.



**17. EMPLOYEE COUNSELLING PROCEDURE**

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

- 17.1 **Counselling**: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.
- 17.2 **First Warning**: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.
- 17.3 **Second Warning**: If after one written warning the employer considers the employee to still be unsatisfactory, then the employee may render him/herself liable for dismissal in the presence of an appropriate witness.

**18. DISPUTE PROCEDURE**

Subject to the relevant general provisions of the NSW Industrial Relations Act 1996, No 17, it is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner which avoids adverse impact on customers and the business. Within this framework, every attempt shall be made to resolve the matter adopting the following procedural steps:-

- 18.1 Any grievance 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, if initially unresolved;
- 18.2 Should a dispute or grievance continue to remain unresolved, either party reserves the right to seek the assistance of senior management;
- 18.3 Failing a resolution, the job delegate should report the matter to the appropriate NUW organiser who shall discuss the problem with senior management with the object of reaching a mutually acceptable resolution;
- 18.4 Failing a satisfactory resolution, the NUW organiser will be required to refer the matter to the NUW State Secretary and the company may have a need to call upon their relevant external industrial relations adviser;



18.5 During discussions, the status quo shall remain and work shall proceed normally. [Status quo shall mean the situation that existed immediately prior to the dispute];

18.6 Either party shall retain the right to notify the dispute to the NSW Industrial Registrar at any time during the course of the negotiations.

19. **SIGNATORIES**

Signed for and on behalf of Oswalds International Cargo Management

  
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MANAGER

9.11.98  
.....  
DATE

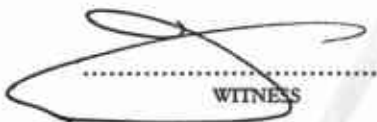
  
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WITNESS

9-11/98.  
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DATE

Signed for and on behalf of the National Union of Workers [NSW Branch]

  
.....  
SECRETARY

4-11-98  
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DATE

  
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WITNESS

4-11-98.  
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DATE

