

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/126

**TITLE:** **Swads Enterprise Agreement - New South Wales 2005**

**I.R.C. NO:** IRC5/1603

**DATE APPROVED/COMMENCEMENT:** 6 April 2005 / 1 March 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 27 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by J.R. Haulage Pty Ltd t/a State Warehousing and Distribution Services, located at 23, Wonderland Drive, Eastern Creek NSW 2766, in the company's operations in classifications set out in clause 17, in respect of the operations wholly involving warehousing and distribution, who fall within the coverage of the Storemen, and Packers, General (State) Award.

**PARTIES:** J R Haulage Pty Ltd t/as State Warehousing and Distribution Services -&- the National Union of Workers, New South Wales Branch

# SWADS ENTERPRISE AGREEMENT - NEW SOUTH WALES 2005

## 1. Title of Agreement

This Agreement shall be referred to as the SWADS Enterprise Agreement - New South Wales 2005.

## 2. Arrangement

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### **3. Application and Parties Bound**

This Agreement shall be binding on:

- (1) J R HAULAGE PTY LTD TRADING AS STATE WAREHOUSING AND DISTRIBUTION SERVICES (the Company)

23 WONDERLAND DRIVE,  
EASTERN CREEK NSW 2766

- (2) THE EMPLOYEES of J R HAULAGE PTY LTD TRADING AS STATE WAREHOUSING AND DISTRIBUTION SERVICES employed in New South Wales and who are employed pursuant to the provisions of STOREMEN AND PACKERS GENERAL (STATE AWARD). (the Employees)

- (3) NATIONAL UNION OF WORKERS - New South Wales Branch (NUW)

3-5 BRIDGE STREET  
GRANVILLE NSW 2142

### **4. Incidence**

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

This Agreement outlines the condition of employment for people employed by J R Haulage Pty Ltd in New South Wales in the Company's operations in classifications set out at Clause 17 of this Agreement in respect of the operations wholly involving warehousing and distribution.

This Agreement is supported by policies and procedures determined by the Company from time to time. These policies and procedures will not reduce the entitlements contained in this Agreement but provide guidelines for the fair and efficient administration of the employment relationship. Copies of these policies and procedures are available to all Employees. Both parties have a duty and responsibility to comply with these policies and procedures in the best interests of the Company and its clients.

### **5. Objectives and Values of the Agreement**

The intent of the parties to this Agreement is to support the Company's efforts to achieve national and international competitiveness by employing best practices' in warehousing and distribution services. Flexibility in the deployment of labour is extremely important to ensure competitiveness and the long-term future of the Company and its Employees.

The Companies' success will not only be measured in financial terms but also in terms of meeting the expectations of its Employees. These expectations include:

- a good and safe place to work;
- security of employment;
- opportunities for promotion;
- rewards for above average performance;
- being treated fairly.

The ability of the Company to retain existing business and gain new clients will depend on its ability to perform in, and improve on, the following aspects of its operations:

- labour productivity;
- inventory control and integrity;
- accuracy of work;
- timeliness of receipt's and return's processing;
- reduction of absenteeism;
- safety performance and accident rates;
- resource utilisation;

premises and equipment damage;  
maximum efficiency of operations;  
delivery in full and on time;  
meeting clients contract service arrangements/KPI targets;  
security of client product;  
operational benchmarking and Employees performance.

## **6. Consultation With Employees**

The parties to this agreement have consulted on a broad agenda of issues relating to flexibility, productivity gains and efficiency in operations and through consultation have encouraged the participation of all Employees affected by the conditions within this agreement and it's implementation.

In particular, the Company has taken reasonable steps to:

- (i) inform the Employees who are covered by the Agreement about the terms and conditions of the Agreement; and
- (ii) explain to those Employees the effect of these terms; and
- (iii) explain the procedures in the dispute settling procedure; and
- (iv) inform those Employees of the intention to apply to the Commission to certify the Agreement and the consequences of certification.

## **7. Period of Operation**

This Agreement shall have force of law from the date of certification by the Australian Industrial Relations Commission. The term of this Agreement shall be for a period of 36 months from the date of certification.

## **8. Relationship to Parent Award**

This Agreement is to be read and interpreted wholly in conjunction with the Storeman & Packers General (State) Award, provided that where there is any inconsistency, this Agreement shall take precedence.

## **9. Equal Employment Opportunity**

The Company is an equal opportunity employer. All people have the right to fair and equal treatment in all aspects of their employment. It is unlawful to treat people differently of to harass them on the basis of their:-

sex;  
race;  
colour;  
ethnicity;  
religious background;  
nationality;  
marital status;  
parental status;  
pregnancy;  
sexual preference;  
political affiliation;  
union affiliation;  
age;  
physical disability;  
intellectual disability.

Equality of opportunity particularly applies to:

recruitment and promotion;

hours of work;  
terms and conditions of employment;  
allocation of tasks;  
dismissal or redundancy;  
retirement.

Employees who feel they have been discriminated or harassed on one of the above grounds should report the matter to their Supervisor. The matter will be dealt with in accordance with the Company Policy 501, Grievance Resolution

### **10. Training**

The Company will continue, dependent on operational requirements, to commit resources to training and development and will ensure that all Employees covered by this Agreement are trained for the tasks and duties they are required to perform.

The Employees accept that their duties include multi-skilling in the areas of container unpacking, receipt, putaway, replenishment, picking, packing, dispatch, equipment operation, housekeeping, inventory control, warehouse administration and other tasks as directed.

The Employees accept that they may be required to perform any or all of these tasks without any additional payment for the normal performance of these tasks (e.g. equipment operation allowances).

### **11. Normal Working Hours**

The following table outlines the normal weekly working hours for the term of this Agreement. These hours shall be performed between Monday to Friday inclusive

Start of the Agreement to 30 June 2006	43.75 Hours
1 July 2006 to 30 June 2007	42.5 Hours
1 July 2007 to end of the Agreement	40 Hours

The normal working hours shall be the normal weekly working hours divided by five (5).

### **12. Span of Hours**

A working day shall commence no earlier than 6.00am or finish no later than 6.00pm. Working days starting earlier or finishing later (other than overtime) shall be deemed 'shifts' for the purpose of this Agreement.

The Company may change an Employee's start time within the span of hours providing five (5) working days notice is provided to the Employee.

### **13. Time Keeping**

In order for the Company to ensure accurate payment of pay, it is important it receives correct information on times worked. As such, Employees are to register on and off at the time clock by use of their swipe card in the warehouse at which they are working when arriving or leaving the premises during working hours for any reason other than Company business. Payment will be made according to the electronic time recording system. Employees are to swipe on and off only in respect of themselves. Any fraudulent time keeping shall lead to disciplinary action and possible termination.

### **14. Meal and Break Times**

An unpaid meal break of 30 minutes shall be taken each shift at a time directed by the Company.

An Employee who works overtime for more than two (2) hours on any day or shift after their normal working hours shall be paid the amount as specified in the Storeman and Packers General (State) Award as a meal allowance unless notified on the previous day of the intention to work such overtime for which then the employee is not entitled to a meal allowance.

All Employees are allowed a paid fifteen minute break each day as a rest period for morning tea at a time directed by the company.

An employee shall be allowed a paid twenty minute break after each four hours of overtime worked.

### **15. Contract of Employment**

The Employees party to this agreement are deemed to be permanent as defined in the Company's Procedure HR02, Employment Probation.

All new Employees, regardless of the period of time worked at the Company on a casual or agency arrangement are on probation for the first thirteen weeks of their employment after being made permanent.

### **16. Termination of Employment**

Except in the case of misconduct as defined in the Company Policy Preface, employment may be terminated by either party giving one week's notice in writing, or by payment or forfeiture of one week's pay in lieu of such notice.

All terminations due to unsatisfactory performance, behaviour or misconduct shall be in accordance with Company Policy 506, Discipline & Termination of Employment, after appropriate counselling and warnings.

### **17. Position Classification**

Storeperson

For the purposes of this Agreement a Storeperson shall mean an Employee who performs work to the level of their training and displays the following characteristics;

- is responsible for the quality of his/her own work (subject to instructions and direction);
- works in a team environment and/or under routine supervision;
- undertakes duties in a safe and responsible manner;
- exercises discretion within their level of skills and training;
- possesses good interpersonal and communication skills;
- able to work from basic instructions and procedures.

Tasks which an employee at this level may be required to perform include the following:

- general labouring & cleaning duties;
- receiving, checking and sorting of inbound shipments including returns;
- loading/Unloading including unpacking containers;
- completion of a Goods Received Advice (GRA);
- put-a-way into warehouse locations;
- stock movement and replenishment;
- cycle counting and stocktaking;

picking, packing of orders, confirmation of orders, completing packaging details, labelling, and carrier information for client orders;

despatching of orders;

use of hand trolleys and pallet trucks;

may be licensed and/or certified to operate appropriate Materials Handling Equipment (MHE) eg; forklift, reach truck, turret truck, stockpicker, etc;

may be required to assist in the development of other storepersons;

computer operation using intermediate keyboard skills to carry out stores work;

use of other electronic equipment, eg: scanner, to carry out stores work;

routine maintenance of stores equipment and machinery;

administrative duties associated with the above roles;

required to have lifting capability of 4.5kgs when seated, 16 to 20kgs when standing and up to 50kgs with mechanical assistance or through team lifting (refer Procedure WHS10, Manual Handling and MHE, for details);

other duties as required from time to time.

A Storeperson reports to a Team Leader or Supervisor.

### **Team Leader**

A Team Leader will have in-depth technical knowledge of processes, systems of the base functions of the Storepersons and the warehouse and takes on responsibility for the performance of their team in relation to:

team guidance, direction, leadership and supervision;

the quality of the teams work (subject to instructions and direction);

undertakes duties in a safe and responsible manner;

exercises discretion within their level of skills and training;

possesses good interpersonal and communication skills;

able to coordinate work in a team environment under general supervision;

able to work from complex instructions and procedures;

achieve required operational/productivity benchmarks;

required to teach and assist in the development of Storepersons;

escalation of problems/issues to the next level of management.

Tasks which an employee at this level may be required to perform include the following:

general labouring & cleaning duties;

receiving, checking and sorting of inbound shipments including returns;

loading/Unloading including unpacking containers;

completion of a Goods Received Advice (GRA);

put-a-way into warehouse locations;

stock movement and replenishment;

cycle counting and stocktaking;

picking, packing of orders, confirmation of orders, completing packaging details, labelling, and carrier information for client orders;

despatching of orders;

use of hand trolleys and pallet trucks;

may be licensed and/or certified to operate appropriate Materials Handling Equipment (MHE) eg; forklift, reach truck, turret truck, stockpicker, etc;

may be required to assist in the development of other storepersons;

computer operation using advanced keyboard skills to carry out stores work;

use of other electronic equipment, eg: scanner, to carry out stores work;

routine maintenance of stores equipment and machinery;

administrative duties associated with the above roles;

required to have lifting capability of 4.5kgs when seated, 16 to 20kgs when standing and up to 50kgs with mechanical assistance or through team lifting (refer Procedure WHS10 for details)

other duties as required.

The Team Leader reports to a Supervisor or Operations Manager.

### **18. Personal Development**

The Company offers Employees the opportunity to develop both leadership and technical skills whilst working at SWADS.

There is a constant need in SWADS for Team Leaders and Supervisors. If an employee aspires to these roles, then he/she must display the necessary leadership skills to be recommended for promotion by the employee's manager.

Whilst length of service is a consideration in selecting personnel for promotion, it shall never be the sole consideration.

In addition to leadership skills, it is important that Storepersons and Team Leaders have a sound technical knowledge of warehousing operations. Both internal and external courses, at SWADS expense, are available to improve knowledge and skill. Attendance at tertiary organisations, eg. TAFE, is also encouraged and financial support for such courses is available by applying to the Warehouse Manager.

### **19. Personal Grooming and Clothing**

The Company will supply a work uniform for Employees to wear at work. Clients often visit our facilities and it is essential that the appearance of Employees and the warehouse are maintained at a high standard. As such, Employees are required to wear the full uniform supplied and paid for by the Company including steel capped



safety boots. Part uniform is not acceptable. This clothing remains the property of the Company and will be returned on termination of employment.

Employees are required to maintain issued clothing in a good and clean condition. Uniforms will be issued annually at the rate specified in Company Policy 204, Uniforms, and Procedure PUR01, Staff uniforms Ordering & issuance. Any clothing damaged at work will be replaced.

If an Employee does not wear the supplied uniform, he/she may be asked to go home and return to work wearing the full uniform. The time spent away from work to change into the correct clothing shall be unpaid.

Employees are required to comply with the Company standards of personal cleanliness and grooming as specified in Policy 204, Uniforms.

## **20. Safety**

Employees are required to work in a safe manner and in compliance with the Occupational Health & Safety Act. 2001 and Company Policy 301, Occupational Health & Safety.

## **21. Smoking**

Smoking is not permitted inside any of SWADS buildings and only outside during meal breaks in the designated areas. All butts must be extinguished and disposed of in the containers provided.

## **22. Mobile Phones**

The use and carriage of personal mobile phones is not permitted during working hours other than during meal breaks and must be left in bags or lockers. In cases of exceptional circumstances such as a spouse due to give birth, a Supervisor may give permission to carry a mobile telephone to receive calls.

## **23. Redundancy**

The Company will seek to avoid redundancies. However, in the event of redundancy the Company will communicate with Employees and the NUW two (2) months in advance.

## **24. Abandonment of Employment**

Should an Employee not attend work for more than three (3) days without the consent of the Company and without contacting their Supervisor or Manager, they shall be deemed to have abandoned their employment, and their services shall be terminated in accordance with Policy 402, Abandonment of Employment.

## **25. Annual Leave**

The Company recognises holidays as being important to the health and well being of the individual and their families. Hence Employees are encouraged to take all their annual leave each year. Permanent Employees are entitled to annual leave of twenty five (25) working days for each year of service. Managers shall have the discretion to approve the taking of leave (not exceeding the Employee's pro rata entitlement) in consultation with the Employee and by mutual agreement. Leave applications are to be completed and approved in writing at least four weeks prior to the taking of leave, unless otherwise agreed by the Company.

It should be noted that for the purposes of this and future Agreements that the granting of an additional five (5) days annual leave is in lieu of rostered days off (RDO's)

Annual leave will not normally be taken for periods of less than one week. The preferred period for leave is between January and August and Employees should plan accordingly.

If leave accumulates to 30 or more days, the Employees manager has the right to direct that the overdue leave be taken at a time suitable to the Company.

If an employee has two or more years continuous service with the Company they may convert up to 50 percent of their current annual leave entitlement to equivalent cash payment with the Group General Manager's approval. Conversion to cash will not be approved if an employee has exceeded 8 days sick and/or unpaid leave in the previous 12 months.

An annual leave loading of 17.5% of the normal working hours rate of pay will be paid in respect of annual leave taken (but not in respect to annual leave converted to an equivalent cash payment) for all leave entitlements starting from certification. There is no annual leave loading payable for annual leave entitlements earned before certification.

## **26. Sick / Carer's Leave**

An Employee is entitled to Five (5) days leave in the first year of their employment and Ten (10) days leave per year thereafter, for reasons relating to personal illness or injury, or to care for an immediate family member who is ill or injured. Members of the immediate family include a spouse, child or relative who normally resides in the employee's residence.

Employees have no entitlement to sick/carer's leave during the 13 weeks probationary period i.e. the first 3 months after they become a permanent employee.

Employees are required to personally notify their immediate supervisor or manager by telephone as soon as they know they will be absent due to illness or injury of themselves, or an immediate family member and, as far as possible, state the nature of the injury or illness and the estimated duration they will be absent from work.

The Employee shall prove to the satisfaction of the Company that it was not possible to attend work due to illness or injury on the day(s) for which sick leave is claimed. A certificate from a qualified medical practitioner is required for all absences with the exception of one day per three months for which no certificate is required.

Neither annual leave nor unpaid leave will be granted retrospectively for sick/carer's leave. If no proof of illness is produced on returning to work, the time paid for sick/carer's leave will be deducted from the Employee's next pay.

Unused sick leave for each year of service accumulates and is available to the Employee for a maximum accumulation of 96 days. Sick leave is not payable on termination.

## **27. Long Service Leave**

Employees are entitled to the provisions for long service leave detailed in the NSW Long Service Leave Act or any relevant State Act. Briefly stated, entitlements under the Act accrue from the date of employment at the rate of (13) weeks (65 days) for each fifteen (15) years of service.

## **28. Jury Duty**

Employees will be paid normal wages while serving on a jury. If an Employee serves on a jury while on annual leave, the days served will not be deducted from the Employees annual leave entitlement.

All jury fees received by the Employee are to be remitted to the Company.

Staff must notify their Supervisor or Manager as soon as possible of the date that they are required to attend jury duty.

## **29. Parental Leave**

Employees are entitled to the provisions for parental leave detailed in the Industrial Relations Act 1996 (NSW) which allows for maternity, paternity and adoption leave for staff who have completed one year of service.

## **30. Leave Without Pay**

Leave without pay may be granted in accordance with Company Policy 401, Leave Policy.

### **31. Remuneration**

For the normal working hours outlined in Clause 11, the rates of pay shall be:

#### Storepersons

Start of agreement to 30 June 2005	\$16.5110 per hour
1 July 2005 to 30 June 2006	\$17.1750 per hour
1 July 2006 to 30 June 2007	\$17.6797 per hour
1 July 2007 to end of the agreement	\$18.7847 per hour

#### Team Leaders

Start of agreement to 30 June 2005	\$18.0235 per hour
1 July 2005 to 30 June 2006	\$18.7483 per hour
1 July 2006 to 30 June 2007	\$19.2997 per hour
1 July 2007 to end of the agreement	\$20.5059 per hour

### **32. Shift Allowance**

If an Employee accepts shift work, he/she will be paid an Afternoon or Night Shift Allowance equal to fifteen (15) per cent or thirty (30) per cent respectively of the normal working hours rate of pay. This allowance is in addition to the rates in paragraph 31 above. Shift Allowance is not paid on overtime or if an Employee is absent from work for any reason.

### **33. Overtime**

The need to meet client's contractual commitments may require Employees to work overtime at the end of a normal working day, on weekends or on public holidays. The Employees agree that they shall work overtime if requested unless prior commitments have been made. Whenever possible, the Company shall notify Employees of the requirements to work overtime one day in advance.

Weekday overtime shall be paid at the rate of time and a half for the first two hours per day worked in excess of the normal working hours, and at double time for all subsequent hours worked.

Saturday overtime shall be paid at the rate of time and a half for the first two hours, and at double time for all subsequent hours worked.

Sunday overtime shall be paid at the rate of double time for all hours worked.

A minimum of four (4) hours will be paid in respect of Saturday and Sunday overtime.

### **34. Minimum Break**

An employee must have a ten-hour break between working days.

### **35. First Aid Allowance**

In accordance with Company policy, there is a requirement for First Aid Officers in all of the Company's premises.

Employees may submit applications for training as First Aid Officers and, if approved, will be enrolled by the Company in an appropriate course. After successful completion of the course the Employee may be appointed as a First Aid Officer at the premises in which they work. An appointment shall be for a period of one year.

Attendance at courses for either initial or subsequent training is paid.

Employees appointed as First Aid Officers shall be paid an allowance of \$481.00 per year whilst they are filling the appointment of a First Aid Officer.

### **36. Location**

The Company may redeploy an Employee between operational sections within a warehouse without notice.

The Company may redeploy an Employee between SWADS warehouses no more than ten (10) kilometres apart on a casual or permanent basis. A casual basis is defined as less than five (5) consecutive days. The Company is not required to give notice for a casual redeployment and must give five working days notice for permanent redeployment.

An Employee must not, without consent, be redeployed on a permanent basis more than once per year.

The Company must ensure that an employee redeployed on a casual basis has suitable arrangements for him/her to reach their place of residence at the completion of work.

### **37. Travel Allowances**

Employees shall be paid at the appropriate normal and overtime rates for time spent travelling when they are required to work at a place other than their usual place of work on a casual basis. The time spent travelling shall be the time taken to travel from their usual place of work to their temporary place of work and return.

An employee who is required to use his/her own motor vehicle for travelling between the normal and temporary places or work shall be paid a rate \$0.59 Per Km.

### **38. Casuals**

A casual storeperson may be employed either by SWADS or sourced from a labour hire agency.

If the casual is employed directly, the pay and conditions of employment shall be in accordance with the Storeman and Packers General (State) Award. If sourced from a labour hire agency then SWADS shall pay the agency in accordance with the appropriate contract and the agency shall be responsible for the pay and conditions of the casual Employees.

A casual employee will normally be required to work at SWADS on a continuous basis (more than 30 hours per week) for three (3) months before being offered a permanent position with the Company. If the casual employee is not offered permanent employment after three (3) months then the provisions of Company Policy HR07, Transfer of Casual Employees to Permanent Status shall apply.

If the casual Employee has worked at SWADS on a continuous basis for Nine (9) months from the date of certification of this Agreement, then the Company shall offer the casual Employee the next permanent position available in the Company. If the casual Employee refuses the position offered then the Company may terminate the casual Employee without notice.

### **39. Confidential Information**

Confidential information means any information about the business or services of the Company including policies and procedures manuals, computer software and programs, know-how, ideas, pricing information and intellectual property not in the public domain.

Employees agree that they will not reveal or use either for their own or anyone else's gain, any confidential information which they may acquire during employment. This obligation will still apply after employment with the Company has ended.

The Company will not reveal information on Employees without the Employee's approval unless legally required to do so.

#### **40. Security**

The Company is required by its clients to protect their stock against theft and damage. The Company will meet this requirement by insisting that the highest level of security is maintained at all of its sites.

Employees agree to comply with the Company Policies and Procedures in respect to security and agree to protect the property of the Company, its clients and its Employees against theft and damage.

Employees agree to permit upon request of the Company or an agent of the Company to inspect any bags, clothing, containers, vehicles or other personal property brought onto Company property.

Cameras will be used to protect stock and property. The Company is under no obligation to reveal the locations of such cameras to the Employees.

If an Employee, company casual or labour hire casual is suspected of theft, the Company has the right to suspend the Employee without pay for a maximum period of 5 days. Should the findings be unproven the Employee will be reimbursed for time off. Should the Company deem that satisfactory evidence support's misconduct and warrants termination, the Employee or Casual will not be paid for the period of suspension and the provisions of Company Policy 506, Discipline and termination of Employment shall apply.

#### **41. Union Delegate Leave**

A maximum of 10 paid days per annum will be provided in respect of Union Delegate leave. This may be taken as one employee delegate per day to ten different single day NUW functions, two employee delegates per day to five different single day NUW functions, or some other combination such that the 10 paid day maximum is not exceeded.

It is noted that all leave taken under this clause, must only be taken as agreed to by the Company. The NUW shall advise the Company which delegates are required for each function and the relevant delegates shall apply for special leave in accordance with Policy 401, Leave Policy.

#### **42. Superannuation Choice of Fund**

The Company will offer Employees choice of superannuation fund from 1 July 2005.

The Company Superannuation Committee shall determine an appropriate company default fund for contributions, should Employees not nominate a choice. This fund shall be approved under the *Superannuation Industry Supervision Act 1993*.

Superannuation contributions will be those required under the *Supervision Guarantee (Administration) Act 1992*. They will be paid monthly.

Employees are entitled to contribute to their superannuation under a salary sacrifice scheme by completing the relevant forms and forwarding these to the payroll department in accordance with Policy 203, Staff Superannuation.

#### **43. Not to Be Used as a Precedent**

The parties commit to and agree that this Agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements in any other plant or enterprise.

#### **44. No Further Claims**

It is a condition of this Agreement that the Company, the Employees and the National Union of Workers undertake, for the duration of this Agreement, not to pursue any further claims.

#### **45. Disputes Settlement Procedure**

The disputes procedure is as follows:

The purpose of the dispute settlement procedure is to allow any matters in dispute to be settled internally whilst work continues without disruption.

Stage 1

In all instances the employee will first contact the Supervisor directly and attempt to settle the matter at that level.

If this fails to resolve the matter in a reasonable period of time, the employee together with the delegate will contact the Supervisor in an attempt to settle the matter.

Stage 2

If it is not settled at Stage 1, the employee and/or the delegate will meet with the Supervisor and their Manager and any other pertinent Management representatives if necessary.

Stage 3

If the matter is not settled at Stage 2, the General Manager for the site, if not previously involved, will be asked to review the circumstances of the matter in dispute.

Stage 4

If the matter is still unresolved, the Organiser and/or the State Secretary of the NUW will meet with the Group General Manager of the Company.

Stage 5

If Stage 4 is not successful, the State Secretary of the NUW will meet with the Managing Director of the Company.

Stage 6

If Stage 5 is not successful, the matter will be referred to the Industrial Relations Commission - New South Wales.

**46. Transmission of Business**

This agreement shall apply to any successor, assignee or transferee of all or any of the work.

**47. Understanding**

The above clauses represent the full understanding reached between the parties covered by this Agreement.

**48. Endorsement**

By their signatures affixed hereto the Company, the Employees and the National Union of Workers, NSW Branch, agree to the content of this Enterprise Agreement.

SIGNED FOR AND ON BEHALF OF THE COMPANY

Signed

Name

Witnessed by

Name

SIGNED FOR AND ON BEHALF OF FOR THE EMPLOYEES

---

Signed - Warehouse 1 & 2

Name - Warehouse 1 & 2

Witnessed by

Name

Signed Warehouse 3

Name - Warehouse 3

Witnessed by

Name

Signed - Warehouse 5

Name - Warehouse 5

Witnessed by

Name

Signed - Warehouse 7

Name - Warehouse 7

Witnessed by

Name

Signed - Warehouse 9

Name - Warehouse 9

Witnessed by

Name

SIGNED FOR AND ON BEHALF OF THE NATIONAL UNION OF WORKERS NEW SOUTH WALES  
BRANCH

Signed

Union Representative Name

Witnessed by

Name

Dated this 24th

day of \_\_\_\_\_ 2005