

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/117

TITLE: The Nuance Group (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 2004

I.R.C. NO: IRC4/2212

DATE APPROVED/COMMENCEMENT: 16 April 2004

TERM: 18 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/354

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by The Nuance Group (Australia) Pty Ltd, located at 17 O'Riordan Street, Alexandria, engaged in the classifications of Storepersons Grades 1 - 3, who fall within the coverage of the Storemen and Packers, Bond and Free Stores (State) Award.

PARTIES: The Nuance Group (Australia) Pty Ltd -&- the National Union of Workers, New South Wales Branch

THE NUANCE GROUP (AUSTRALIA) PTY LIMITED CENTRAL BOND WAREHOUSE ENTERPRISE AGREEMENT 2004

1 Arrangement

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2. Parties Bound & Area and Incidence

- (a) This Agreement is between The Nuance Group (Australia) Pty Ltd, located at 17 O’Riordan Street, Alexandria and the National Union of Workers, NSW Branch.
- (b) This Agreement regulates the employment of all employees employed by the Company, at its Central Bond, in the classifications referred to in clause 5.

3. Relationship to Parent Award

- (a) This agreement rescinds and replaces the Nuance Global Traders (Australia) Pty Limited Central Bond Warehouse Enterprise Agreement 2001.
- (b) This Agreement shall be read in conjunction with the Storemen and Packers, Bond and Free Stores (State) Award (the "Award"). However, where there is inconsistency between this Agreement and the Award, this Agreement shall override the Award.

4. Duration

- (a) This Agreement shall take effect from the date of approval by the Industrial Relations Commission of NSW and shall remain in force until 26 September 2005.

5. Classification Structure & Career Paths

- 5.1 Employees will be classified in accordance with the following gradings:

Grade 1 Storeperson

The competency requirements for Grade 1 Storeperson, are:

An ability to count, pick/pack, check and work under instruction.

Grade 2 Storeperson

The competency requirements for Grade 2 Storeperson, are:

The attainment of a minimum of 17 points from the proficiency areas set out below, there are a potential 21 points available. The detail of each area of proficiency is specified in Clause 5.2.

Forklift Ticket	2	Storage Proficiency	2
6 months' service	1	Stock Control 1	2
Picking Proficiency	2	Service Culture	2
Receiving Proficiency	2	Attendance	1
Despatch Proficiency	2	Housekeeping	1
		Replenishing Proficiency	2
		Marketing/Point of Sale (POS) Displays	2

Grade 3 Storeperson

The competency requirements for Grade 3 are:

The attainment of a minimum of 12 points from the proficiency areas set out below, there are a potential 19 points available. Alternatively, points available up to a maximum of 2 points may be obtained from unattained points for Grade 2. The detail of each area of proficiency is specified in clause 5.2.

System Proficiency	2	RF Replenishment	2
Successful completion of National and Competencies in Certificate III in Transport Distribution (Warehousing)	5	RF GRN	2
RF Picking	2	RF Stocktake	2
		2 years' Service	2
		Customer Service	2

Supervisor

Promotion to the Supervisor level will only be by appointment and negotiation, as and when positions become available.

5.2 Competency Requirements

5.2.1 The detail of the competency requirements in each proficiency area for Grade 2 are as follows:

Forklift Ticket (2 points)

The relevant Storeperson, must:

be eligible for a forklift ticket as per WorkCover requirements;

complete relevant training and meet log book maintenance requirements. When there is a sufficient number of trainees available, an assessor will be arranged for a test and ticket issue, if successful. (Nuance will cover the costs of assessment and the initial cost of the ticket);

have a minimum of 2 months' driving practice, prior to assessment, including the reading of provided literature, safety and equipment maintenance procedures.

Six Months' Service (1 point)

The relevant Storeperson must:

have a minimum period of 6 months' continuous service in permanent employment in the Central Warehouse. The employment period shall be based on attendance in the Central Warehouse. No continuance will be accepted for transferring employees from other departments of the Company;

not be a casual employee. Casual employees must obtain permanency prior to the commencement of the time clock.

Picking Proficiency (2 points)

The relevant Storeperson, must:

be actively picking orders for a minimum period of 5 weeks;

during 4 consecutive weeks of the picking period, have less than 10 picking errors in at least one of those weeks;

during the picking period, have no mis-consignments, ie. placing the consigned cartons onto the wrong store's pallet;

when packing cartons, always ensure product protection, and minimal volume utilisation;

ensure pallets are stacked straight and square, with no overhang;

be conversant with store bin location system layout.

Receiving Proficiency (2 points)

The relevant Storeperson, must:

be actively receiving purchase orders for a minimum period of 5 weeks;

be capable of checking off goods against a binning sheet, putting stock away, and "locating" it within the warehouse location system;

fully understand and have carried out, the maintenance of the manifest system, including reconciliation with export documents;

have a good working knowledge of and be conversant with, the excel spreadsheets/access database used in the logging of receipts;

understand relevant documentation eg delivery docket, invoice, bill of lading etc, and the processing of such documentation;

Despatch Proficiency (2 points)

The relevant Storeperson must:

have a full understanding of the despatch schedule days, for each route;

be conversant with completion of consignment notes, for all carriers, ordering pick-ups and the use of weighing and wrapping equipment;

all documentation relating to the despatch function;

understand and generate Dangerous Goods declarations.

Storage Proficiency (2 points)

The relevant Storeperson must:

comprehend the location system within the warehouse, and the designation of product groupings within areas of the warehouse;

understand and be capable of maintaining the bin locations, within Infopath/SAP, for inter-bin stock movements;

be able to use Infopath/SAP for the retrieval of stock;

be able to properly cross-stack cartons on a pallet;

be able to properly identify stock on the pallet face.

Stock Control 1 (2 points)

The relevant Storeperson must:

be able to tag in transfer stock from other stores;

be familiar with stock-take procedures and processes, including freezing, counting and data entry;

understand and use investigative techniques in stock reconciliations;

be conversant with Infopath/SAP movement tracking screens;

understand cut-offs for stock counting;

be able to process mispack claims from stores efficiently, and maintain mispack claims records;

Maintain records of Tester requisitions by store, despatch date, box numbers and stock details.

Service Culture (2 points)

The relevant Storeperson must have a commitment to Warehouse objectives. A commitment to Warehouse objectives will be evidenced by the following:

understand and demonstrate commitment to internal and external customer service, both within the Central Warehouse functions and more broadly within the Company;

co-operate and support co-workers and management in the achievement of agreed service levels;

willingness to comply with instructions;

cooperation with co-workers and management;

reliable and dependable behaviour;

desire to promote Company held Values.

Attendance (1 point)

The relevant Storeperson must:

comply with Company policies with regard to all leave and working hours in addition to:

being available for reasonable overtime as and when required;

demonstrating a responsible attitude to the taking of sick leave.

Housekeeping (1 point)

The relevant Storeperson, must:

ensure daily that their immediate work area is clean and tidy;

actively participate in the weekly cleaning roster.

Replenishment Proficiency (2 points)

The relevant Storeperson must:

comprehend the location system within the warehouse, and the designation of product groupings within areas of the warehouse;

understand and be capable of maintaining the bin locations, within Infopath/SAP, for inter-bin stock movements;

ensure that pick locations are constantly replenished on a daily basis;

complete relevant documentation pertaining to the replenishment process;

ensure products are placed in locations correctly and the area is kept tidy;

constant removal of used/excess empty cartons from CLS and pick-face locations;

use of pick replenishment reports/RF devices to support physical process.

Marketing/Point of Sale (POS) Displays (2 points)

The relevant Storeperson must:

ensure compilation and despatch of new product POS displays and testers occurs in a timely way;

liaise with Marketing and Merchandising Departments and suppliers in carrying out the duties noted in the previous dot point.

5.2.2 The detail of the competency requirements in each proficiency area for Grade 3, are as follows:

System Proficiency (2 points)

The relevant Storeperson must:

have expertise in Infopath/SAP navigation, in the enquiry, data entry, purchase order and despatch screens;

the ability to accurately maintain files and carry out data entry of the despatch function;

have operational ability on Excel spreadsheets/Access database.

National Competencies in Certificate III in Transport & Distribution (Warehousing) (5 points)

The relevant Storeperson must have completed the above competencies which include:

- handling Stock;
- equipment Checking and Maintenance;
- load Handling;
- communications and Calculations;
- occupational Health and Safety;
- teamwork;
- quality;
- resource Management;
- training;
- security;
- records.

Radio Frequency (RF) Proficiency in the following areas:

RF Picking (2 points)

- have the ability to properly use Radio Frequency scanners to enable picking of product to be undertaken in conjunction with the RF Picking Program and associated functions;

- ensure the protection and maintenance of equipment.

RF Replenishment (2 points)

- have an ability to undertake replenishment through the use of RF scanners and its replenishment program and associated functions;

- ensure the protection and maintenance of equipment.

RF GRN (2 points)

- have an ability to scan products during the receiving process in conjunction with the RF program and associated functions;

- ensure the protection and maintenance of equipment.

RF Stocktake (2 points)

- have an ability to use RF scanners to support the stocktake process and associated functions;

- ensure the protection and maintenance of equipment.

2 years' service (2 points)

The relevant Storeperson must:

have a minimum period of 2 years' continuous service in permanent employment in the Central Warehouse. The employment period shall be based on attendance in the Central Warehouse. No continuance will be accepted for transferring employees from other departments of the Company;

not be a casual employee. Casual employees must obtain permanency prior to the commencement of the time clock.

Customer Service (2 points)

The relevant Storeperson must demonstrate an understanding and commitment to customer service skills, via a combination of the following:

taking responsibility for less experienced employees' work in the absence of the supervisor;

training of new starters in warehouse processes and procedures (including logistics systems and safety);

mentoring of less experienced employees;

initiative displayed by appropriate day-to-day decision making as required;

initiative displayed by suggested improvements to warehouse processes and/or procedures;

successfully undertaking a special project (eg. responsibility for a particular area of the warehouse) approved by management;

understand and demonstrate commitment to internal and external customer service, both within the Central Warehouse functions and more broadly within the Company;

co-operate and support co-workers and management in the achievement of agreed service levels;

willingness to comply with instructions;

co-operation with co-workers and management;

reliable and dependable behaviour;

desire to promote Company held Values.

5.3 Progress through the Classification Structure

The Company is committed to the career development of its staff. To assist employees to progress through the Classification Structure set out in Clause 5 of this Agreement, the Company will:

- (a) cause the Warehouse Manager and Supervisors to develop individual training plans for each Employee. Each training plan will provide the Employee with access to training and relevant experience so the Employee has the opportunity to acquire the necessary skills to progress through the Classification Structure.

- (b) To maintain the on-going opportunity to achieve competency requirements for each grade, the Company will ensure that:

Each Supervisor will be responsible for ensuring the plan is managed and carried out within agreed timeframes;

Each employee's progress will be monitored and specific issues will be addressed as and when necessary;

The training program status report will be kept up-to-date and communicated to employees through regular meetings with their Supervisor.

6. Rates of Pay

Employees covered by this Agreement will be paid in accordance with the relevant rates set out in the following table:

Classifications/ Grades	Current Rates	Pay rate after approval, back-dated to first full pay period after 27/09/03		Pay rate in 1st full pay period after 27/09/04	
		Increase*	Pay Rate	Increase**	Pay Rate
Storeperson Grade 1	\$586.70/wk	3%	\$604.30/wk	3%	\$622.45/wk
Storeperson Grade 2	\$609.70/wk	3%	\$628.00/wk	3%	\$646.85/wk
Storeperson Grade 3	\$621.15/wk	3%	\$639.80/wk	3%	\$659.00/wk
Supervisor	\$723.65/wk	3%	\$745.35/wk	3%	\$767.70/wk
Casual Storeperson	\$17.754/hr	3%	\$18.288/hr	3%	\$18.837/hr

The rates in the table incorporate:

Ordinary hours;

Forklift allowance;

Dust allowance;

All other allowances, other than the containerisation allowance and the First Aid Allowance.

7. Superannuation

- (a) The Company shall make contributions equivalent to 9% of employees ordinary time earnings, in line with the relevant federal legislation.

8. Hours

- (a) The ordinary hours of work for day workers exclusive of meal times, shall average 38 per week, Monday to Friday and shall be worked between the hours of 6.00am and 6.00pm.
- (b) The 38 hour average week will be worked as currently operating or may be worked in a range of ways agreed with the individual employees. "Currently operating" means averaging hours of work over a 4 week cycle.

9. Rostered Day Off (RDO)

- (a) Following the approval of this Agreement, an individual employee will not accrue more than 5 RDO's at any time. RDO's already accrued at the time of approval of this Agreement will not be affected by this clause.

- (b) RDO's will be taken by agreement between the Company and the employee. Prior to an employee seeking to use an RDO, the employee will give the Company at least 7 days written notice of the employee's request.
- (c) With the agreement of the Company, an employee may substitute their RDO to take it in 2 half days.
- (d) Where an employee falls ill on a scheduled RDO and subject to the provision of a Doctor's Certificate as proof of such illness, the employee will be entitled to another day in lieu to be arranged with the approval of the Company.

10. Shift Work

(a) DEFINITIONS

For the purposes of this clause:

- (i) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
 - (ii) "Continuous Work" means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least 6 consecutive days without interruption except during break downs, meal breaks, or due to causes beyond the control of the Company.
 - (iii) "Early Morning Shift" means any shift commencing at or after 4.00 a.m. and before 6.00 a.m.
 - (iv) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
 - (v) "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.
- (b) General - The ordinary working hours of shift workers shall be 38 hours per week, averaged over a period of up to 4 weeks and shall be worked at such times as the company may require, provided that:
- (i) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in any twenty-four hours.
 - (ii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
 - (iii) the ordinary working hours of any shift shall be worked continuously except for meal breaks to be taken at such times as the company may direct;
 - (iv) an employee may be required to work for up to 5 hours before a meal break occurs.
- (c) Rosters - shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (d) An employee shall not be required by the company to work an early morning shift where this would impose upon that employee any unreasonable personal hardship(s). Without limiting the generality of the concept "any unreasonable personal hardship(s)", it shall include where an employee is unwilling to work a morning shift on account of illness, incapacity, domestic or other pressing necessity."
- (e) Early Morning Shift Allowances:
- (i) A shift worker whilst on early morning shift shall be paid for such shift a penalty payment of 12.5% in addition to the ordinary rate of pay.
 - (ii) A shift worker who works on morning shift which does not continue for at least five successive mornings shall be paid for each such shift 50 % for the first three hours thereof and 100 % for the remaining hours thereof in addition to his/her ordinary rate.

- (f) Afternoon or Night Shift Allowances:
- (i) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 % more than his/her ordinary rate.
 - (ii) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid for each such shift 50 % for the first three hours thereof and 100 % for the remaining hours thereof in addition to his/her ordinary rate.
 - (iii) An employee who:
 - 1. during a period of engagement on shift, works night shift only, or
 - 2. remains on night shift for a longer period than four consecutive weeks, or
 - 3. works on a night shift which does not, during a particular shift cycle, give the employee at least one-third of the employee's working time off night shift in that shift cycle,

shall be paid 30 % more than the employee's ordinary rate for all time worked during ordinary working hours on such night shift.
- (g) Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (e) and (f) of this clause.
- (h) Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this agreement or on a shift other than a rostered shift shall:
- (i) if employed on continuous work be paid at the rate of double time; or
 - (ii) if employed on other shift work be paid at the rate of time and one-half for the first two hours and double time thereafter, except in each case when the time is worked:
 - by arrangement between the employees themselves;
 - for the purpose of effecting customary rotation of shifts; or
 - on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the company to deduct payment for a day,

provided that when not less than eight hours' notice has been given to the company by a relief employee that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on his rostered day off the unrelieved employee shall be paid double time.
- (i) Requirements to Work Reasonable Overtime - The company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (j) Sundays & Public Holidays - Shift workers performing work on a rostered shift the major portion of which is performed on a Sunday or public holiday shall be paid as follows:
- (i) Sundays - at the rate of double time.
 - (ii) Public holidays as prescribed by the Holidays clause of the Award, at the rate of double time and a half.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight shall not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday shall be regarded as time worked on such Sunday or public holiday. Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday shall be regarded as the public holiday shift.

- (k) Daylight Saving - Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift will be the same as if there had been no change to the clock at the commencement and end of daylight savings.
- (l) Other clauses in this Agreement, or the Award, dealing with Hours; Overtime, Weekend and Public Holidays; and Meal Breaks, shall not apply to shift workers.
- (m) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (n) No day worker employed by the Company at the time of certification of this Agreement will be transferred to shift work without their consent.

11. Overtime, Weekend & Public Holidays

- (a) Ordinary time, or overtime, worked on Saturdays, Sundays and Public Holidays shall be paid at overtime rates, as set out in this clause.
- (b) All time worked on Saturdays shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.
- (c) All time worked on Sundays shall be paid at double time.
- (d) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time in addition to an ordinary days pay.

- (e) All time worked on a Public Holiday (other than Christmas Day and Good Friday) shall be paid at the rate of double time and one-half.
- (f) The minimum payment for work performed on Saturdays, Sundays, or Public Holidays shall be 4 hours at the appropriate rate.

12. Flexibility (Overtime & Breaks)

The employees will endeavour to meet the needs of the business, taking into account the importance of the following:

- (a) if the Company believes there will be a surplus of work, they will communicate that situation and the need for at least some employees to work overtime, as soon as practicable; and
- (b) employees will work a reasonable amount of overtime, if required to do so.

13. Meal Breaks & Rest Pauses

- (a) Meal breaks and rest pauses will be staggered in order to meet the operational requirements of the business, as determined by the Company's Supervisors and Managers.
- (b) The rest pauses and meal breaks will be, as follows:
 - Morning - 15 minutes (paid)
 - Afternoon - 10 minutes (paid)
 - Lunch - 30 minutes (unpaid)

14. Annual Leave

- (a) Annual Leave will be accrued in accordance with the *Annual Holidays Act* NSW 1944.
- (b) Employees who regularly work a seven day shift roster will receive an additional one weeks' Annual Leave.

15. Bereavement Leave

- (a) All full-time or part-time employee shall on the death of a wife, husband, father, mother, stepfather, stepmother, parent in-law, grandparent, child, stepchild, grandchild, brother or sister, be entitled to leave up to and including the day of the funeral of such relative and such leave shall be without the deduction of pay for a period of three ordinary day's work. Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside of Australia.
- (b) Where the death of a named relative herein occurs outside of Australia and the employee does not attend the funeral the employee shall be entitled to one day only, unless it can be demonstrated that up to a period of 3 days can be justified. Provided further that this clause shall have no operation while the period of entitlement to leave coincides with any period of entitlement to any other leave.
- (c) For the purposes of this clause, the words "husband" or "wife" shall not include a husband or wife the employee is separated from, but shall include the employee's defacto husband or wife, including same sex partner.

16. Sick Leave

- (a) An employee unable to attend for duty during ordinary working hours by reason of personal illness or incapacity, not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary-

time rates of pay for the time of such non-attendance; provided that employee not be entitled to paid leave of absence for any period on workers' compensation.

- (b) An employee shall, within 30 minutes and not more than 1 hour after the expected commencement of such absence, inform the employer of their inability to attend for duty and, as far as possible, state the nature of such illness and the estimated duration of the absence.
- (c) The employee shall furnish to the employer satisfactory evidence that by reason of such illness or injury he or she was unable to attend for duty on the day or days for which sick leave is claimed.
- (d) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months employment, at which time the payments shall be made.

All other provisions pertaining to Sick Leave are in accordance with the Award.

17. Random Bag Searches

- (a) Staff, including warehouse management, shall be expected to co-operate in bag searches which may be carried out randomly on exiting the warehouse at anytime during the work shift and at the end of the work shift.
- (b) Bag inspection shall be visual inspection only and shall be conducted by management together with a person reasonably nominated by the relevant employee, in the presence of the employee.

18. First Aid Officers

- (a) The Company shall provide and pay for at least 2 employees to attain first aid officer qualifications.
- (b) First aid officers will be paid a first aid allowance in accordance with the Award.
- (c) This clause is subject to there being 2 employees willing to undertake such training.

19. Redundancy

19.1 Application Of Clause

19.1.1 This clause covers all permanent Employees of the Company employed at its Central Bond at 17 O'Riordan Street, Alexandria, who are employed in classifications contained within this Agreement.

19.1.2 This clause provides a complete code in relation to the treatment of redundant employees. It completely displaces the Award provisions regarding redundancy.

19.2 Definitions

19.2.1 Subject to sub-clause 19.2.2, "Redundancy" means the situation whereby employees have become surplus to the Company's labour requirements as a result of the operational requirements of the Company.

19.2.2 An Employee will not be considered redundant where:

- (a) the Employee accepts alternative employment with the Company, even if the remuneration is lower;
- (b) the Employee accepts alternative employment with a transmittee of the business, even if the remuneration is lower.

19.2.3 "Ordinary rates of pay" means the normal weekly ordinary time rate of pay.

19.2.4 "Transmission of business" means where the Company's business is transmitted from the Company to another company (in this clause called "the transmittee") and an Employee who at the time of transmission was an Employee of the Company in that business becomes an Employee of the transmittee.

19.2.5 "Business" includes trade process business or occupation and includes part of any such business and "transmission" includes transfer conveyance assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

19.2.6 "Employee" includes weekly full time and part time employees.

19.3 Certificate of Service

All redundant Employees will be issued with a certificate of service at the time of termination.

19.4 Long Service Leave

Pro rata long service leave will be paid out after the Employee has accumulated 5 years of continuous service (Continuous service as defined in the NSW Long Service Leave Legislation).

19.5 Selection

- (a) Voluntary redundancies will be called for first, but the Company reserves the right to reject volunteers on the basis of retaining the expertise required to maintain the viability of the business.
- (b) If insufficient appropriate volunteers are obtained, the Company will select employees for redundancy based upon a fair and objective procedure, following consultation with affected employees and their union.

19.6 Notice

The Company will endeavour to provide as much notice of redundancy as practicable. However, Employees will be given at least 4 weeks notice, or a payment of 4 weeks at ordinary time, or a combination of actual notice and payment in lieu of the balance of actual notice.

19.7 Severance Payments

- (a) In addition to the notice provided in clause 19.6, Employees who are redundant will receive a severance payment of 4 weeks pay, based on ordinary time earnings, for each completed year of continuous service, with a cap of 40 weeks.
- (b) For Employees over 45 years of age, they will receive an additional 15% of the amounts noted in this clause 19.7 and in clause 19.6.

19.8 Annual Leave and Sick Leave

Annual leave and sick leave will be paid to redundant Employees, as follows:

- (a) An 'ex gratia' payment equivalent to 50 per cent of accrued sick leave at the date of termination for Employees who have completed 3 years service.
- (b) Accrued annual leave, including 17.5% leave loading up until the date of termination.

19.9 Superannuation

Superannuation benefits will be paid in accordance with the current provisions of the fund trust deed. In addition, all redundant Employees will receive a superannuation payment based on the notice payment, accrued sick leave, long service leave and annual leave entitlements under this clause.

19.10 Death Under Notice

In the event of the death of an Employee who is entitled to benefits under this clause and has been notified of their pending redundancy, the above noted redundancy payments will be made to the deceased Employee's estate.

19.11 Interview Leave

The Company will grant paid leave, up to one day per week of the 4 week notice period, for the purpose of seeking other employment. If the Employee has been allowed paid leave for more than one day during the 4 week notice period, for the purpose of seeking alternative employment, the Employee may be required to provide proof of attendance to receive payment for the time absent.

20. Transmission of Business

"Transfer of Business" means the transfer, transmission, conveyance, assignment or succession whether of the whole or any part of the business to which this enterprise agreement applies.

In the event of a transfer of business:

- (a) This enterprise agreement shall bind the successor; and
- (b) An employee shall not be taken to have been terminated by the Company if the employee becomes an employee of the successor.

21. Union Recognition

It is the policy of The Nuance Group that all employees subject to this Agreement shall not be discriminated against in their decision to choose to be a member, or not be a member, of the National Union of Workers, NSW Branch.

22. Union Delegates Leave

Any employee (other than a casual) nominated by the union shall be allowed leave without loss of pay to attend relevant trade union training courses/meetings, subject to the following conditions:

- (a) Up to 2 accredited union representatives shall, upon application in writing from the Union, be granted up to five days leave with pay each calendar year, non-cumulative, to attend Trade Union Training Courses or authorised trade union meetings.
- (b) The application for leave shall contain the following details:
 - (i) The period of time for which leave is sought.
 - (ii) The description and content of the course/meeting to be attended, where the course/meeting is to be conducted and the entity conducting the course/meeting.
- (c) The granting of such leave shall be subject to the Union giving not less than two week's notice in writing or such lesser period as may be agreed between the Company and the Union.
- (d) The time of taking such leave shall be arranged so as to minimise any adverse effect on the Company's operations. However, the Company shall not unreasonably use this provision to avoid its obligation under this clause.

- (e) The Company shall not be liable for any additional expenses associated with an employee's attendance at a course/meeting other than the payment of ordinary time earnings for such absences. For the purposes of this clause ordinary time earnings shall be defined as the relevant Agreement classification rate including supplementary payments and shiftwork loadings where relevant, plus over-award payment where applicable.
- (f) Leave granted in accordance with this clause will not result in an additional payment or alternative time off to the extent that the course/meeting attended coincides with an employee's RDO, or with any other concessional leave.
- (g) The Company may require an employee to provide proof of attendance at the course/meeting before payment is made for the period of leave. Where an employee is sick during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for that period and the employee shall receive payment where entitled under clause 16 - Sick leave of the Agreement.

23. Casuals/Agency Casuals

If a casual, or agency worker, has been regularly working with the Company for a period of 6 months, the Company will review its position in relation to that employee and consider whether, in all the circumstances, it is possible to offer that person permanent employment.

24. Disputes & Industrial Grievance Procedures

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 the business and employees. Within this framework, every attempt shall be made to resolve the matter adopting the following procedural steps:

- (a) 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. Employees will be given the option of nominating a person of their choice, who may be an officer or delegate of the National Union of Workers, who is available to be a party to the discussions if they so desire.
- (b) If the dispute is not resolved, the relevant employee(s) may request that the matter be raised with more senior management. If the employee(s) wish the representative of their choice involved in discussions with the Company, the Company will discuss the matter with that representative present.
- (c) During discussions, the status quo shall remain and work shall proceed normally.
- (d) Any of the parties shall retain the right to notify the dispute to the NSW Industrial Relations Commission in order for the Commission to resolve the dispute.

25. No Extra Claims

During the term of this Agreement, no extra claims will be made against the Company by the employees, or the Union.

National Union of Workers - NSW Branch

For and on behalf
of The Nuance Group (Australia) Pty Ltd
John Moore (Chief Executive Officer - Asia/Pacific)