

ENTERPRISE AGREEMENT

NO: E.A. 2 /1992

DATE REGISTERED: 15-6-92

PRICE: \$ 24.00

1. TITLE

This Agreement shall be referred to as the Tooheys Limited ("Auburn Brewery) Liquor Trades" Enterprise Agreement, 1992.

2. ARRANGEMENT

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3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon Tooheys Limited ("the Company") and the Federated Liquor Trade and Allied Employees Union of Australia (NSW Branch) ("the Union") in respect of the Company's manufacturing facility at Auburn and shall regulate the rates of pay and conditions of employment of members of the Union employed by the Company at its Auburn site in the occupations or callings referred to in clause 7 of this Agreement.

4. DATE OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act 1991 ("the Act") and shall remain in force for a period of twelve (12) months from such date.

5. RELATIONSHIP TO PARENT AWARD

The Breweries (State) Award will continue to regulate the rates of pay and conditions of employment of employees covered by this Agreement, except to the extent that such rates and/or conditions of employment have been varied by this Agreement in which case the provisions of this Agreement shall apply.

6. AIM OF THE AGREEMENT

- 6.1 The parties to this Agreement recognise that this Agreement represents an important first step in maintaining and building upon the Company's market share and profitability by providing products of the highest quality and the lowest possible cost, excellent customer service and well trained and motivated employees.
- 6.2 The parties agree that the objectives of this agreement are to facilitate the:
- (a) maintenance of the efficiency and prosperity of the Company's business for the benefit of its employees, customers, shareholders and the community at large;
 - (b) profitable manufacture of the highest possible quality products at the lowest possible cost; and
 - (c) development and maintenance of the most productive and harmonious working relationship possible.

- 6.3 The parties recognise that an important factor in achieving these objectives is to develop a working environment in which all employees are involved in decisions effecting them, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their contributions, and benefit from the success of their efforts. The need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels, is also recognised by the parties as critical to achieving the objectives of this Agreement.
- 6.4 To this end, the parties agree to the desirability of:
- (a) recruitment of employees and the establishment of terms and conditions of employment based on the specific needs of the Company's operations;
 - (b) constantly seeking improvements in safety, quality, efficiency, housekeeping and work environment;
 - (c) taking all steps necessary to avoid any action which disrupts continuity of operation by resolving employee concerns effectively and speedily through full and open communication and agreed consultative negotiation and grievance procedures;
 - (d) training, re-training and the development of employees to enable them to broaden their skills, grow to their potential and meet the needs of changing customer preferences and technology;
 - (e) developing working relationships on the basis of co-operation, mutual trust, understanding and sincerity and to the fullest extent possible to avoid confrontation tactics;
 - (f) establishing and maintaining open and direct communication with all employees on matters of mutual interest and concern; and
 - (g) supporting and maintaining standards of conduct and attendance necessary to ensure a safe, responsible and efficient operation.

7. CLASSIFICATION AND RATES OF PAY

7.1 Classifications

The following rates of pay shall apply to the classification listed hereunder

<u>Classification</u>	<u>New Rate Per week</u>
Beer Systems Technician	\$492.00
Brewhouse Control Operator	\$484.50
Filterman	\$472.10
Fermentation	\$463.30
Packaging Operators	\$462.20
Bulk Packaging Operators	\$467.40
Security Officer	\$459.80
Despatch Hand/Loadmaker Poly	\$469.60
All Other Adults Packaging	\$452.00
Bottleshop hand	\$449.90
Despatch Hand/Loadmaker	\$466.00
Traffic Controller	\$449.90
Other Adult - Road Sweeper	\$450.40
Beer Runner	\$443.30
Gardener	\$443.10
Main Stores Storeman	\$442.60
Barman	\$441.60
Other Adult - Cleaners	\$433.40
Cook	\$488.30
Cook Grade 2	\$458.50
Canteen Assistant 35 hours	\$425.40
Canteen Assistant 15.75 hours	\$218.30
Cook 18 hours	\$280.40
Grill Cook	\$469.20
Engine Driver Auburn	\$506.30
Fireman Auburn	\$493.90
Forklift Driver Auburn	\$490.10
Engine Room Greaser	\$485.40
Plant Greaser	\$474.90
Engine Driver Trainee	\$473.60
Fireman Trainee Qualified	\$493.90

Allowances

Leading Hand 3-10	\$21.50 weekly
Leading Hand 11-20	\$30.90 weekly
Cold	\$ 4.20 weekly

Allowances

First Aid	\$ 9.50 weekly
Tank Washing	\$ 4.00 weekly
Toilet Cleaning	\$ 3.00 weekly
Rotating 5-day shift roster	\$38.00 weekly
Afternoon Shift Permanent	\$45.50 weekly
Night Shift Permanent	\$90.80 weekly
7-day Shift	\$51.10 weekly
Hand Fork	\$ 7.50 weekly
Laundry	\$ 6.00 weekly
Container	\$16.20 weekly
Service Grant 1st yr	\$14.70 weekly
" " 2nd yr	\$16.70 weekly
" " 3rd yr	\$19.40 weekly
" " 4th yr	\$21.70 weekly
" " 5th yr	\$24.00 weekly
Meal Money	\$ 5.20 p/occur
Breakfast	\$ 1.20 p/occur
Main Engine Room Greasers	\$16.00 weekly
Flexibility	\$ 7.10 weekly
Vending	\$ 5.10 weekly
Engine Room	\$12.60 weekly
Fireman in Charge	\$18.00 weekly
Engine Driver in Charge Auburn	\$17.60 weekly
Travel	\$ 0.35c per km

No Extra Claims.

- 7.2 Unless otherwise agreed between the parties there shall be no further wage increases during the term of the Agreement except where consistent with a State Wage Case decision, which adjustment it is further agreed shall be processed by way of a variation to this Agreement in accordance with section 125(1) of Act.

8. RESTRUCTURING

- 8.1 The measures detailed below have been or are in the process of being implemented and are designed to achieve real and demonstrable gains in productivity and efficiency;

(a) Packaging

- agreed reduction in manning levels;
- flexible shift patterns;

(a) Packaging cont'd

- flexible overtime arrangements as it pertains to ABI Packaging;
- other matters including tenure;
- see site agreement dated 24 September, 1991.

(b) Brewhouse

- agreed reduction in manning levels re relief;
- flexible working across sections;
- other matters including tenure;
- see site agreement dated 3 December, 1991

(c) Filtration

- agreement to the introduction of Company training program;
- agreed reduction in manning levels;
- flexibility re part shifts;
- other matters including tenure;
- see site agreement dated 21 November 1991.

(d) Cleaning Group

- agreement re flexibility of work responsibilities;
- agreed reduction in manning levels;
- other matters including tenure;
- see site agreement dated 19 December 1991

(e) General Store

- Agreed reduction in Manning level from 3 to 2;
- flexibility re replacement personnel;
- increase in after hours access;

(e) General Store cont'd

- agreement concerning the establishment of a working group to develop training programs;
- other matters including tenure;
- see site agreement dated 14th April, 1992

(f) Forklift

- flexibilities of operation;
- agreed roster for RDO, weekend and public holiday coverage;
- flexibility in the event of planned and unplanned absenteeism;
- other matters including tenure;
- see site agreement dated 4 September, 1991.

(g) Warehouse

- agreed reduction in manning levels;
- expanded scope and flexibility in relation to duties;
- other matters including tenure;
- see site agreement dated 19 November, 1991.

(h) Security

- agreed restructuring of hours and duties;
- other matters including tenure;
- see site agreement dated 1st December, 1991.

(i) Engine Room

- career flexibility;
- agreed re-organisation of work into work groups and tasks;
- agreement concerning the provision of suitable training;

(i) Engine Room cont'd

- agreed reduction in manning levels;
- other matters including tenure;
- see site agreement dated 24 January, 1992.

(j) Canteen

- agreed reduction in manning levels;
- flexibility re overtime;
- agreement to establish joint working party to review canteen facilities.
- other matters including tenure;
- see site agreement dated 28 January 1992.

8.2 For the purpose of the discussion of common issues impacting upon the flexibility and efficiencies of operations at the Auburn site, the parties have agreed to establish a single bargaining unit as follows:

- (a) a group of company and union representatives has been authorised to act on behalf of the management and the employees:
- (b) the bargaining unit consists of the following unions:
- the Labor Council of NSW;
 - the Federated Liquor Trade and Allied Employees Union;
 - the Metals and Engineering Workers Union;
 - the Federation of Industrial Manufacturing and Engineering Employees Union; and
 - the Federated Engine Drivers and Firemen's Association of Australasia.

Each of the above Unions reserves the right to attend such meetings of the Single Bargaining unit as the Head Delegate determines.

9. GRIEVANCES AND DISPUTE RESOLUTION PROCEDURE

- 9.1 In an effort to promote good industrial relations between union members and the company and to achieve the satisfactory resolution of industrial disputes without loss of wages or production, the following procedure will be adhered to by all parties:-
- (a) An employee who has a grievance should ask his/her delegate to take the matter up with their immediate supervisor. If they so desire, they can be present with their delegate.
 - (b) If the employee is dissatisfied with the supervisor's decision, they should ask that the matter be taken by the supervisor to the Department Manager in charge and this is to be done as promptly as circumstances permit.
 - (c) If the employee is dissatisfied with the Manager in charge of the Department's decision, the employee shall ask that the matter be taken by the delegate to the Divisional Manager and the Manager Employee Relations.
 - (d) If the employee is dissatisfied with the decision as provided in (c) above, he/she shall request that the delegate take the matter to the Divisional Director and the Director of Human Resources together with an official (or nominee) from the Union.
 - (e) If after such a conference, the decision is unsatisfactory, the matter shall be referred to the union secretary (or their nominee), who shall request a conference with the Managing Director for their decision.
 - (f) Whilst these procedures are being followed promptly and the status quo remains, work shall continue normally without bans or limitations.
 - (g) If the final decision fails to resolve the issue, neither party will notify the Industrial Registrar until a conference determines that the matter is likely to cause an industrial dispute. At this stage, should the matter not be resolved, each side is free to proceed as it may decide.
 - (h) Should a dispute arise within the industry which is outside the foregoing matters, the union's officials shall confer with the management at a time and a place mutually acceptable on such dispute, before any action is taken.
 - (i) In the case of proposed dismissal, the status quo shall be applied by placing the employee on paid suspension from attendance at the work place for a period not exceeding three days to allow negotiations to take place.

(i) cont'd

Exception to this is where the employee is apprehended in the commission of, or admits to, an act of gross and wilful misconduct. In both instances, should the matter not be resolved, each side is free to proceed as it may decide.

(j) For the purposes of this clause "grievance or dispute" as referred to in paragraph 9.1 above means;

(i) for individual employees, grievances in relation to, inter alia;

- a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement; or
- alleged discrimination in employment within the meaning of the Anti-Discrimination Act 1977;

(ii) for employers and employees, grievances in relation to, inter alia;

- a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement; or
- the settlement of any such question, dispute or difficulty should it arise.

10. DECLARATION

The parties declare that this Agreement:

- (a) Is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress; and
- (d) is in the interests of the parties.

11. BASIS FOR NEW AGREEMENT

- 11.1 The parties agree to commence negotiations on a new agreement no later than 1 June, 1992.
- 11.2 The Union agrees to discuss any matter that may be raised by Management in the context of a New Agreement.
- 11.3 In the event that the parties fail to negotiate a new agreement and this Agreement is terminated in accordance with the provisions of section 124 of the Act, employees will revert to the appropriate award, provided that there shall be no reduction in the rates of pay applicable at the time the agreement is terminated.