

# ENTERPRISE AGREEMENT

NO: E.A. 292 /1993

DATE REGISTERED: 21-9-93

PRICE: \$ 24.00

PASCOL PAINTS BOTANY

TRANSPORT

ENTERPRISE AGREEMENT 1993

Filed with the Industrial Registrar on

An ENTERPRISE AGREEMENT made this 1st day of September, 1993, in accordance with the provisions of Part 3 Division 2 of the NSW Industrial Relations Act, 1991 between Pascol Paints Aust. Pty. Limited, located at 9-17 Byrnes Street, Botany, and the Transport Workers Union of Australia, New South Wales branch to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. TITLE OF AGREEMENT

This Agreement shall be known as the Pascol Paints Botany Transport Enterprise Agreement 1993.

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement
3. Definitions
4. Scope of the Agreement
5. Purpose and Objective of Agreement
6. Date and Period of Operation
7. Relationship to Parent Award
8. Duress
9. Joint Consultative Committee
10. Progression and Training
11. Quality
12. Employment of Casuals
13. Annual Leave
14. Meal Breaks
15. Absence Management
16. Allocated Days Off (ADO's)

17. Demarcation
18. Electronic Funds Transfer
19. Disputes Procedure
20. Wage Increases
21. Signatories

### 3. DEFINITIONS

For the purpose of this agreement the following definitions shall apply:

"Agreement" shall mean the enterprise agreement to which this document refers.

"Employee" or "Employees" means a person or persons employed by Pascol Paints Aust. Pty. Limited pursuant to the Transport Industry Mixed Industries (State) Award.

"Employer" shall mean Pascol Paints Aust. Pty. Limited.

"Parent Award" shall mean the Transport Industry Mixed Enterprises (State) Award.

"the Act" shall mean the NSW Industrial Relations Act, 1991.

"Union" shall mean the Transport Workers Union of Australia, New South Wales branch.

### 4. SCOPE OF THE AGREEMENT

This Agreement shall apply to all Employees of the Employer who are employed as Transport Workers Grade Three pursuant to the Parent Award.

### 5. PURPOSE AND OBJECTIVE OF AGREEMENT

The purpose of this Agreement is to regulate certain conditions of employment of Employees employed by the Employer.

The objective of this Agreement is to improve productivity and operating efficiency at the Botany site through the introduction of more efficient and flexible working arrangements.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 months thereafter.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Parent Award. Where there is any inconsistency this Agreement shall take precedence.

8. DURESS

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

9. JOINT CONSULTATIVE COMMITTEE

A Site Consultative Committee comprising representatives of the Employees and the Employer has been established and will assist in achieving the objective of this Agreement once it has been registered. The Consultative Committee will also have the responsibility of monitoring the effectiveness of all aspects of this Agreement.

10. PROGRESSION AND TRAINING

All employees will be given the maximum opportunity to increase their skills in accordance with the Parent Award. The primary objective is to match Employees' skills to the operating requirements of the site. Training and progression will be targeted at that objective. Progression is not compulsory and the wishes of individual employees will be taken into account. Training will be made available to all Employees.

11. QUALITY

Each employee, following appropriate on the job training, is to be accountable for checking the quality of their work to product specification.

## 12. EMPLOYMENT OF CASUALS

Casuals may be employed, in numbers no greater than 10% of the permanent workforce when customer demand requires additional labour resources that can not be met by overtime. Casuals, when employed, will work no longer than eight (8) hours per day. Casuals may be employed for three (3) months maximum and if the period needs to be extended it will be referred to the Site Consultative Committee.

## 13. ANNUAL LEAVE

Annual Leave may be staggered and taken during non peak periods by mutual agreement.

## 14. MEAL BREAKS

Meal breaks may be staggered by mutual agreement, when daily work procedures require continuity.

## 15. ABSENCE MANAGEMENT

An Absence Management Programme will be introduced to assist with reducing absenteeism. The Site Consultative Committee will monitor the effectiveness of this system which will involve supervisors/management, Union Delegates and outside counselling services where deemed necessary and appropriate.

## 16. ALLOCATED DAYS OFF (ADO's)

- 16.1 ADO's may be banked to a maximum of ten (10) to be taken in bulk lots of five (5) by mutual agreement in non peak periods.
- 16.2 ADO's may be rostered on either a Monday or Friday.
- 16.3 ADO's may be used to pay employees for excessive time off due to bereavement leave, sick leave or any other approved absences.

## 17. DEMARCATION

It is confirmed that the only barrier to the complete elimination to demarcations on the Botany Site is the provision of suitable and appropriate cross functional training.

The proposed training programme outlined in Clause 10 above will be designed to include the cross functional components necessary to facilitate the interchange of warehouse and production employees. This will be designed to address the free movement of Employees according to the operating requirements of the site.

Loss of pay will not result from transfers and employees will not be asked to transfer until appropriate training has first been given.

#### 18. ELECTRONIC FUNDS TRANSFER

It has been agreed that Employees will be paid their weekly wages by Electronic Funds transfer from the date of registration of this Agreement by the Industrial Relations Commission of NSW.

#### 19. DISPUTES PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Act. These procedural steps are:

- 19.1 Procedures relating to grievances of individual employees:
  - 19.1.1 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
  - 19.1.2 A 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.
  - 19.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
  - 19.1.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.
  - 19.1.5 While a procedure is being followed, normal work must continue.
  - 19.1.6 The Employee may be represented by an industrial organisation of employees.

19.2 Procedure for a dispute between the Employer and the Employees:

- 19.2.1 A question, dispute or difficulty 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.
- 19.2.2 Reasonable time levels must be allowed for discussion at each level of authority.
- 19.2.3 While a procedure is being followed, normal work must continue.
- 19.2.4 The Employer may be represented by an industrial organisation of employers and the Employees may be represented by an industrial organisation of employees for the purposes of each procedure.

20. WAGE INCREASES

- 20.1 The increase shown in column two (2) shall be payable from the beginning of the first full pay period to commence on or after the date of registration of this Agreement by the Industrial Relations Commission of NSW.
- 20.2 The wage rates specified beneath shall be payable in lieu of the Parent Award rates of pay for the relevant classification.

	Award Rate	Increase	Total Award Rate
Transport Worker Grade 3	403.40	22.00	425.40

- 20.3 The wage increases referred to in subclause 20.2 of this clause shall not be absorbed into any overaward payment.
- (d) In accordance with the terms of the March 1992 State Wage Case Decision there shall be no further wage increases for the life of this Agreement except when consistent with a State Wage Case decision.



21. SIGNATORIES

Signed for and on behalf of Pascol Paints Aust. Pty. Limited:

Name: A. Vlachos, ANDREW VLACHOS.

Title: SENIOR INDUSTRIAL OFFICER.

Signature: A. Vlachos

Date: 2 September 1993.

Witnessed By:

Name: Darrell T. Boesen J.P. (DARRELL T BOESEN)

Title: JUSTICE OF THE PEACE FOR THE STATE OF N.S.W.

Signature: Darrell T. Boesen J.P.

Date: 2<sup>nd</sup> September 1993

Signed for and on behalf of Transport Workers Union of Australia,  
New South Wales Branch

Name: STEPHEN PATRICK HUTCHINS

Title: ACTING SECRETARY/TREASURER

Signature: Stephen Hutchins

Date: 2nd September 1993.

Witnessed by:

Name: R.E. Galvin J.P. (Rosemary Elaine Galvin).

Title: JUSTICE OF THE PEACE.

Signature: R.E. Galvin J.P.

Date: 2nd September 1993.

