

ENTERPRISE AGREEMENT

NO: E.A. 335 /1993

DATE REGISTERED: 9-11-93

PRICE: \$ 30

**ACI GLASS PACKAGING (PENRITH PLANT) CLERKS
ENTERPRISE AGREEMENT**

1. Title

The title of this agreement shall be the ACI Glass Packaging (Penrith Plant) Clerks Enterprise Agreement 1993.

2. Arrangement

1. Title
 2. Arrangement
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3. Parties Bound

This Agreement shall be binding on the following:

- (a) The Federated Clerks Union of Australia, NSW Branch, 377 Sussex Street, Sydney NSW 2000.

- (b) ACI Operations Pty Ltd (Trading as ACI Glass Packaging - Penrith Plant),
Andrews Road, Penrith. NSW 2750.

4. Date and Period 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, and shall remain in force for a period of eighteen months.

5. Future Negotiations

The parties agree to commence negotiations on a new agreement no later than June 1994.

6. Scope of Agreement

This Agreement shall only apply to employees of ACI Glass Packaging employed at the Penrith Plant in the Classifications outlined in Clause 11, Salary Levels.

7. Relationship to Parent Award

This Agreement shall be read and interpreted in conjunction with the relevant parent award, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency. "Relevant parent award" shall mean the Clerks (State) Award.

8. Objectives of this Agreement

The aim of this Agreement is to further develop a clerical workforce which is highly skilled, flexible and committed. The parties sought to identify ways to achieve real sustained improvements in productivity. Features considered in discussion between the parties to develop the objectives included:

- . Teamwork and increased flexibility
- . Job design
- . Optimum clerical staffing needs to meet work requirements.

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The parties identified areas which related specifically to the local enterprise and gave particular attention to the following items:

- . Education and Training
- . Skills Development Strategies
- . Work Organisation
- . Skills Analysis

Emerging from these considerations, the following objectives have been agreed:

- (a) The implementation of an ongoing training and skill enhancement programme to enable clerical employees to realise their potential talents and abilities and to fulfil the current and future skill needs of the organisation. Employees will undertake such training depending upon the individuals training needs to perform the requisite job tasks and the skill requirements of the enterprise. This training programme will be co-operatively monitored and developed through the consultative mechanism established with the enterprise. Provided that no employee employed at the date of registration of this agreement shall be compelled to undertake training which would lead to reclassification into a higher classification.
- (b) The development of a culture and understanding of productivity and its relationship to clerical procedures and to employees needs for security, job satisfaction and career development.
- (c) The continuance of consultative mechanisms which encourage both employees and management to deal with the real barriers to productivity improvement through effective communication.
- (d) Removal of barriers through the redesigning of the way in which work is performed and the resolution of responsibilities and accountabilities to the appropriate level.

9. Single Bargaining Unit

For the purpose of negotiating an enterprise agreement a single bargaining unit has been established as follows:-

The members of the Union referred to in Clause 3 (Parties Bound) have elected representatives who have formed, along with nominated management representatives, a Joint Negotiation Committee.

The employees covered by this agreement carry out clerical work at the Company's plant and are a discrete section of the total workforce.

10. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

In making this Agreement, the parties are undertaking to co-operatively and positively work towards creating the most efficient and effective means of conducting the clerical procedures related to the administration processes within the enterprise.

This is to be done through the identification of work practices and work/job organisation which mitigate against the maximising of efficient and effective completion of all clerical tasks.

Consistent with the terms of the State Wage Case Judgement handed down 20 March 1992, several specified measures designed to achieve real and sustainable gains in productivity, efficiency and flexibility have been agreed, some of which have been implemented progressively over time.

11. Salary Levels

- i) It is the policy of ACI Operations Pty Ltd that all employees under this agreement should be paid a salary that is competitive and recognises their contributions to the achievement of team and company goals.
- ii) The rates of pay for each classification are outlined below. These salary rates are expressed as an annual salary based on an average 35 hour week over a 52 week period.

Salary Ranges

Position/Title	Minimum	Midpoint	Maximum
Warehouse/Scheduling Clerk	22,900	23,500	24,000
Production Planning & Invoice Clerk	23,500	24,000	24,500
Finance Clerk	24,000	24,500	25,000
Purchasing Assistant	25,000	25,500	26,300
Secretary/Maintenance Clerk	25,500	26,000	27,000
Recycling Assistant	26,000	26,500	27,200
Despatch Clerk	26,500	27,200	28,000
Receptionist/Typist	27,000	27,800	29,000
Computer Operator	25,000	30,000	37,000
Creditors Clerk	25,000	27,000	30,000

- iii) The salary range for new employees can be subject to differences in the above ranges depending upon the individuals skill, competence and experience. Provided that the agreed rate of salary is not less than the applicable salary rate for the relevant classification under the Clerks (State) Award.
- (iv) Employees employed in the classifications above are to receive a 3% increase to their salary rate upon registration of this agreement.

A further salary increase will be made available to employees under this agreement after the 1 January 1994. The increase shall be 2% on the adjusted salary rate referred to in (iii) above.

12. Time off in lieu of Overtime

Where an employee has performed duty on overtime, subject to agreement between the employee and management, time off will be based on the same period worked on overtime.

13. Avoidance of Industrial Disputes

- (i) Where a dispute arises in a particular establishment which cannot be resolved between the employees, or their representative, and the supervising staff, it shall be referred to the appropriate manager of the employer.
- (ii) If the dispute is not resolved at this level, the matter shall be referred to the union.
- (iii) If the dispute remains unresolved following discussion between the union and the appropriate manager of the employer, it shall be notified to the Industrial Relations Commission of New South Wales.
- (iv) While this procedure is being followed, work shall continue as normal.

14. National Standards

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as hours of work, annual leave with pay and long service leave with pay.

15. Not to be used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangement or benefits in any other plant or enterprise in which ACI operations Pty Ltd has an interest in.

16. No Extra Demands

The parties to this Agreement concur that there shall be no extra demands made for the life of this Agreement. Any variations to be made to this agreement shall be in accordance with the Industrial Relations Act 1991.

17. Public Interest

The parties are committed to ensuring that customers, employees and shareholders benefit from the productivity improvements gained in the implementing of this Agreement.

For employees, greater productivity will result in greater job security and in greater scope for skill and career development.

18. Declaration

This enterprise agreement has been negotiated through extensive consultation between management and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress, and;
- (d) Reflects the interest and desires of the parties;

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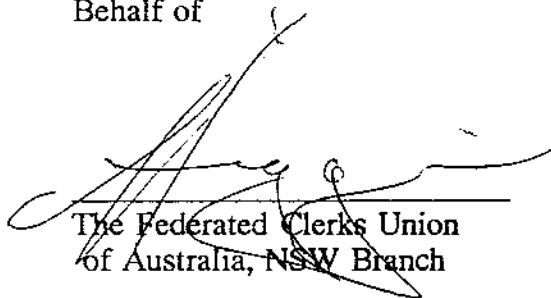
This Agreement is made at Sydney on this the *NINETEENTH* Day of *July* 1993.

Signed for and on
Behalf of



ACI Operations Pty Ltd

Signed for and on
Behalf of



The Federated Clerks Union
of Australia, NSW Branch

**AGREED SPECIFIC MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY
EFFICIENCY AND FLEXIBILITY**

1 CONSULTATION

The parties have formed a Joint Consultative Committee to co-operatively manage the implementation of the various aspects of this Agreement.

This Committee is comprised of a core group of employees and management representatives who have been closely involved with the development of the productivity improvement measures which are contained in this Agreement.

Other relevant management representatives and employees will also be consulted by the core group throughout the life of this Agreement to ensure successful implementation of the measures contained herein.

2 IMPLEMENTATION

The productivity improvement measures contained in this Agreement will be implemented progressively in phases through the life of this Agreement in order to accommodate the ability of both the employees concerned and the company's operations to absorb the nature and rate of changes required.

3 FLEXIBILITY

- (i) Start and finish times will be determined by the nature of each job provided that day work start and finish times will be within the spread of hours as stipulated within the Clerks (State) Award.
- (ii) Tea and meal breaks may be altered to suit daily work demands provided that no employee may be compelled to work more than 5 hours without a meal break in accordance with Clause 8 (ii) of the Clerks (State) Award.

4 MULTI-SKILLING

(a) Payroll

The processing of the weekly payroll places a very high work load on the Pay Office on Mondays of each week. Clerical employees from other sections/departments agree to undergo appropriate training to be competent to assist the Pay Office in the timely processing of the payroll on these occasions.

(b) Receptionist/Telephonist

A number of clerical staff have been trained in the skills for this position and a roster has been introduced whereby these employees relieve the Receptionist/Telephonist for lunch breaks and other personal needs breaks.

(c) Daily Support for Absences

The initial objective shall be that employees undertake the range of all clerical tasks associated in their department so as to allow those employees to meet variations in demand for different tasks and cover, so far as is practicable, absences within the department.

Meeting this objective shall not inhibit transfer of appropriate clerical personnel between departments to meet needs.

CLERKS
JOINT CONSULTATIVE COMMITTEE
C H A R T E R

PREAMBLE

Form a Consultative Committee comprising of management and employees for the purpose of providing an open forum in which all members can utilise their knowledge and experience in the decision making process.

OBJECTIVE

Formulate an agreement acceptable to employees, management and union for Federated Clerks Award Restructuring.

The objectives will be to elevate the working standards and skills of all employees through training programs, the aim being to improve quality, productivity and competitiveness on this site.

It is believed that significant improvement in efficiency can be achieved by improving our commitment to training and retraining. It is therefore agreed to take the following measures for both workers and management to promote ongoing skills upgrading:

- (a) To discuss in detail and make recommendations for the implementation of the company's long term strategic plans.
- (b) To develop company training plans in relation to skills needed for current office procedures and changes in technology. Such programs should also ensure that career development paths exist for all employees.
- (c) The Committee will work towards increasing the amount of responsibility given to all employees for efficient production.
- (d) Review the introduction of new technology and training programs.

- (e) All training shall be either in company time or paid leave granted for such training.
- (f) No employee shall be discriminated against for wanting to stay on current level.
- (g) Job security.

1 COMPOSITION

The Committee will comprise of 5 permanent members.

Management: Two members, at least one of which has decision making powers within the company.

Employees: Three members to be drawn from and democratically elected by financial union members.

NOTE:

Any member of the Committee shall cease to be recognised as such upon termination of employment within the company. Also, any employee representative shall cease to be recognised as such upon resignation from the union or upon assuming promotion to a management position. Elections shall be held as soon as possible after this situation arises.

2 ELECTIONS

All employees to be elected by ballot. Absentee replacement members will attend meetings in an observer capacity only.

3 RIGHT OF RECALL

Elected representatives of the Committee may be recalled by the employees that he/she represents in accordance with normal union rules and practice.

Nominated and elected representatives of the Committee may be recalled at the request of the majority of the employees that he/she represents. After proper consultation by those employees with members of the Committee, only if the majority of Federated Clerks Union members of the Committee so agree.

4 SECRETARY

The secretary to be appointed from management and to be someone with note-taking skills. The secretary to be a non-member of the Committee and to have minutes distributed no later than five working days after each meeting.

5 CHAIRPERSON AND DEPUTY CHAIRPERSON

Role: To be elected by the Committee from within the Committee by consensus.

Rotation: For a period of 12 months.

6 MEETINGS

A quorum of four voting members shall be necessary.

Duration: Maximum one hour

Frequency: At least once per month but more frequently at the discretion of the Committee. If meeting is postponed must be held within 7 days of normal meeting time.

7 RECORDING OF MINUTES

Minutes shall be circulated to all Committee members and posted on the notice board within three days but not later than five days of the meeting and will include proposed agenda for the next meeting.

8 AGENDA

Matters not included as Agenda items will only be discussed if Agenda form is fully completed and lodged with the Personnel Department seven days before the next meeting. Date, time and venue of each meeting is to be decided for the next meeting and put on the Agenda for the next meeting.

9 TRAINING OF COMMITTEE MEMBERS

All members of the Committee to be entitled to training, the range of which is to be decided by the Committee, with a view to ensuring that all members have the opportunity to perform to the best of their ability.

No Committee member shall be subject to any financial disadvantage due to the undertaking of Committee training.

10 TRAINING OF EMPLOYEES

Recommendations for nomination to be submitted to Management by the Committee.

11 CHANGE

Any changes in the workplace discussed by this Committee should be achieved with due regard to the quality of working life, including the need to maintain and enhance job satisfaction and overall company profitability.

12 DISCRIMINATION

Management shall not dismiss an employee or injure him/her in his/her employment or alter his/her position to his/her detriment by reason of the fact that the employee is a member of or has an interest in the Joint Consultative Committee. Every Committee member is entitled to speak for or against each matter in open discussion.

13 USE OF RESOURCE PEOPLE

To ensure the smooth and effective operation of their Committee. It is agreed (or deemed to be beneficial after prior discussion by the Committee) that outside resource people may be engaged to assist or address the Committee on a particular topic of issue. These people may be engaged by members of the Committee at the expense of the company upon approval by the responsible company representative or manager.

Both the occasion and extent of "time off" from normal duties to carry out Committee work (by a Committee member) will be subject to Committee approval. Committee members access to information will be at the discretion of the senior management representative on the Committee.

14 METHOD OF DECISION

All members of the Committee carry out their duties in a responsible and honest manner in the spirit of this agreement:

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- * To attend the meetings and be present a few minutes before the time stated on the Agenda.
- * If absolutely unavailable for meetings, members should –
 - (i) ensure replacement DOES attend and delivers all/any relevant papers/material to the Committee Chairperson
 - (ii) forward apologies to the Committee Chairperson.
- * To come to the meeting prepared having read the Minutes of the previous meeting.
- * To study the Agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting him/her or those he/she represents.
- * To represent the views and opinions (where known) of those people he/she represents and not just his/her own.
- * To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- * To observe confidentiality as agreed by the Committee. However, final recommendations are to be ratified by management and the employees.
- * Actively seeking the view of the constituents on issues to be discussed by the Committee.
- * Encouraging and assisting constituents to submit Agenda items.
- * "Report Back" meetings by Committee members as required by the Committee.

16 PERIOD OF AGREEMENT

Notwithstanding the objectives behind the formation of this Consultative Committee, the life of this Agreement (dealing with the Charter) shall be two years from the date of implementation, with bi-annual review of performance, results and operating procedures.

17 CHANGES TO CONSTITUTION

Changes to the constitution can only take place if consensus is reached between Committee members and management and then a majority approval by union members is reached.

Amendments

When a motion has been moved, any member may move an amendment but only one amendment shall be put before the Committee at a time.