

ENTERPRISE AGREEMENT

NO: E.A. 252 /1994

DATE REGISTERED: 27-7-94

PRICE: \$ 14-00

# ENTERPRISE BARGAINING AGREEMENT

BETWEEN

**FIELDERS AGRICULTURAL PRODUCTS, a Division of Barastoc Stockfeeds Pty Ltd  
- Tamworth and Taree -**

AND

**Clerical employees of the Company**

## 1. TITLE

This document shall be known as the **Fielders Agricultural Products - Tamworth and Taree - Clerks Enterprise Bargaining Agreement (the Agreement)**.

## 2. ARRANGEMENT

<u>Clause No.</u>	<u>Title</u>
1.	Title
2.	Arrangement
3.	Parties Bound
4.	Application of Agreement
5.	Date and Period of Operation
6.	Relationship to Parent Award
7.	Single Bargaining Unit
8.	Measures to Achieve Gains in Productivity, Efficiency & Flexibility
9.	Wage Increases
10.	No Extra Claims
11.	Grievance and Disputes Procedure
12.	Disciplinary Procedure
13.	Not to be Used as a Precedent
14.	Renewal of Agreement
15.	Endorsement of Agreement

## 3. PARTIES BOUND

The parties to this Agreement are:-

- (a) Fielders Agricultural Products - A division of Barastoc Stockfeeds Pty Limited, 53 Belmore Street, Tamworth NSW 2340;
- (b) Fielders Agricultural Products - A division of Barastoc Stockfeeds Pty Limited, 6 Pitt Street, Taree, NSW 2430; and
- (c) The Works Committee which represents all employees of the Company employed under the Clerks (State) Award.

**4. APPLICATION OF AGREEMENT**

The Agreement shall apply at the Company's Tamworth and Taree sites in respect of all employees who are engaged in the occupations specified in the Clerks (State) Award.

**5. DATE AND PERIOD OF OPERATION**

The Agreement shall operate from the beginning of the first pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.

**6. RELATIONSHIP TO PARENT AWARD**

The Agreement shall be read and interpreted wholly in conjunction with the Clerks (State) Award, provided that where there is an inconsistency between the Award and the terms of the Agreement or any arrangements entered into between the parties within the scope of the Agreement, the Agreement shall take precedence.

**7. WORKPLACE CONSULTATIVE COMMITTEE**

A Clerks Consultative Committee has been established at the site under the terms of Clause 3E, Enterprise Consultative Mechanism, of the Clerks (State) Award.

**8. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY**

There are two stages in the arrangements between the parties which will introduce measures intended to achieve gains in productivity, efficiency and flexibility.

**Stage One**

Stage One requires the finalisation of the Enterprise Bargaining Agreement and its registration under Chapter 2, Part 3, Division 2 - Enterprise Agreements, of the Industrial Relations Act, 1991. This process involves the documentation and formalisation of the flexibilities and changes already achieved at the site and agreement to introduce further specifically identified changes in the immediate future.

The changes already achieved, and which are to be maintained include:-

- (i) Maintain clerical employees representation on site Consultative Committee.
- (ii) Maintain clerical employees representative on Occupational Health & Safety Committee.
- (iii) Agreement to work on the NUW Union picnic day which was achieved through consultation of the Consultative Committee.
- (iv) The introduction of the option of Direct Depositing of wages. The option is not available to new employees as their wages shall be paid by Direct Deposit.
- (v) The introduction of and commitment to assist with staff training programs.
- (vi) The introduction of non-smoking in office areas.
- (vii) The setting up of the Five Star National Safety Council program through the Occupational Health & Safety Committee.
- (viii) Introduction of rehabilitation programs for all employees on Workers Compensation.
- (ix) The general attitude of all clerical staff to be co-operative and diligent in the introduction of new computerised systems throughout the administration section of the company.

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Stage Two

Stage Two of the Agreement will follow the implementation of Stage One and involves ongoing site level consultation in the pursuit of continuous improvement and the establishment and introduction of an agreed Productivity Measurement Matrix for clerical operations at the sites. The negotiations on the identification and establishment of appropriate measurement criteria will be carried out by the Clerks Consultative Committee. There will be a period of time necessary to determine the production "norm" for the measurement criteria.

Changes designed to achieve real and demonstrable gains in productivity, efficiency and flexibility will be identified and implemented by the Company at the site following consultation with employees through the Clerks Consultative Committee.

Conditions of employment flexibility can be achieved by the agreement of the Clerks Consultative Committee which shall be implemented either in accordance with the provisions of Clause 3A. Enterprise Arrangements, or Clause 3B. Labour Flexibility, of the Clerks (State) Award or in accordance with the Enterprise Agreement provisions of the Industrial Relations Act, 1991.

9. WAGE INCREASES

The Agreement provides remuneration increases in 2 stages which shall operate having regard to s117 of the Industrial Relations Act (NSW) 1991, as follows:

1. Stage One

Stage One will be complete upon the registration of the Enterprise Bargaining Agreement under the NSW Industrial Relations Act. The parties agree that an initial wage increase will then be paid to all employees, calculated to be the equivalent of 4% of employees ordinary pay..

2. Stage Two

The parties will then effect further changes to achieve gains in productivity, efficiency and profitability at the site. After the establishment of these further productivity measures, a Stage Two productivity-based increase equivalent to 2% of ordinary pay will be made to employees by the Company.

3. Stage One and Two wage increases contained in subclauses 1. and 2. of this clause take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid wage increases in accordance with those subclauses on and from the first pay period on or after 1 June, 1993 for Stage One, and the first pay period on or after 1 February, 1994 for Stage Two.

The rates of pay contained in subclauses 1. and 2. and the payment for the employment period preceding the registration of this agreement are to be paid in the first pay period following registration of this agreement.

4. (a) The Stage Two 2% increase is dependant on a 5% productivity improvement being achieved on the sites.

(b) The wage increases specified in subclauses 1. and 2. of this clause shall be calculated on the employees ordinary pay, which shall be the combination of the award rates prescribed by Clerks (State) Award for the relevant classification and each employee's overaward payment.

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- (c) The wage increases referred to in subclauses 1. and 2. of this clause shall be paid in addition to any existing overaward payment received by an employee.

**10. NO EXTRA CLAIMS**

It is a term of the Agreement that there will be no further wage increase claims or claims for improvements in conditions of employment for the life of this Agreement except when consistent with a State Wage Case decision.

**11. GRIEVANCE AND DISPUTES PROCEDURE**

The parties to the Agreement shall observe the following Grievance and Disputes Procedure:

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

- Step 1. The matter is discussed between the employee(s) and the supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2. The matter is discussed between the employee(s) (and the Union delegate if requested by either party) and the supervisor involved. If the matter remains unresolved follow Step 3.
- Step 3. The matter is discussed between the employee(s), the Union delegate, the supervisor and the appropriate Department Manager. If the matter remains unresolved follow Step 4.
- Step 4. The matter is discussed between the employee(s), the Union Delegate, the Department Manager and the General Manager. If the matter remains unresolved follow Step 5.
- Step 5. The matter is discussed between the Department Manager, the General Manager, Union delegate and Union official. If the matter remains unresolved follow Step 6.

Where it is agreed by the parties, Steps 1-5 above may be conducted concurrently.

- Step 6. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the N.S.W. Industrial Relations Commission for assistance in resolving the dispute.

In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation (and, where applicable, arbitration) are being followed.

The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices at the workplace.



12. DISCIPLINARY PROCEDURE

The parties to the Agreement shall observe the following Disciplinary Procedure:-

Disciplinary Procedure - Relating to Poor Work Performance or Unsatisfactory Conduct

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" it shall include the following:-

- \* Unacceptable work quality
- \* Unsafe work practices
- \* Wilfully failing to abide by reasonable and lawful directions
- \* Excessive absenteeism
- \* Abuse of sick leave entitlement

Where it is alleged an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted:-

(1) Interview Process

An interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as the Union delegate (if requested by the employee or the employee is a member of a union) or other nominated or responsible employee acceptable to the employee being disciplined. At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his/her actions.

If the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the problem is work related, it is suggested that certain details of the interview should be recorded, such as:-

1. Nature of alleged poor work performance or unsatisfactory conduct and the specific details.
2. Date/s of alleged poor work performance or unsatisfactory conduct.
3. Date and time of the interview.
4. Signature of the parties present at the interview.

A copy of this record should be supplied to the employee concerned.

(2) Discipline

If the warning resulting from the initial interview is unsuccessful a further interview similarly constituted should then take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain his/her continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory management may take disciplinary steps in relation to the employee.



Such disciplinary action may result in dismissal, however in some circumstances it would be appropriate that a further warning be given.

However in some less serious situations appropriate disciplinary measures may include:-

- \* Relocation in the work place;
- \* Restriction of Privileges;
- \* Admonishments recorded on the employee's personal file.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

The employee may nonetheless be dismissed if any of these alternative disciplinary measures are found not to be a satisfactory solution.

(3) Dismissal

(a) Dismissal Following Disciplinary Procedure

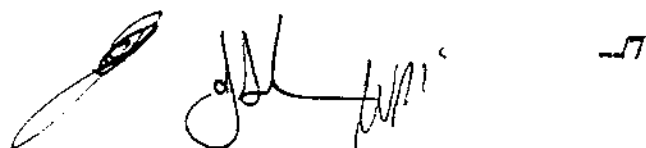
The employee should be notified in writing of the dismissal and the reasons for same. The Union delegate should be notified as soon as practicable if this course of action is to be taken.

(b) Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the right of the employer to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.

In such circumstances the following procedure should be followed:-

- (i) An investigation should be conducted to establish the facts.
- (ii) The employee shall be interviewed in the presence of another member of Management and be informed of the alleged misconduct.
- (iii) The employee shall be given the opportunity to explain or refute the alleged misconduct.

Handwritten signature and scribble at the bottom of the page.

**13. NOT TO BE USED AS A PRECEDENT**

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

**14. RENEWAL OF AGREEMENT**

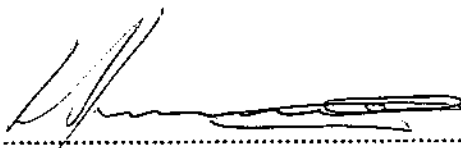
It is agreed between the parties that prior to any initiatives being taken at the enterprise level to renew or replace the Agreement, discussions will take place to determine an appropriate course of action in respect of the Agreement.

**15. ENDORSEMENT OF AGREEMENT**

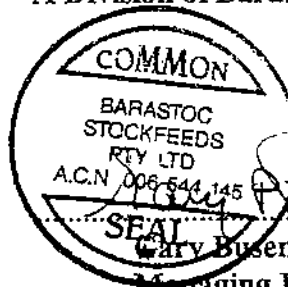
The signatories below accept the terms of the Agreement and endorse its terms and declare that the Agreement is not entered into under duress by any party to it:-

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ 1994,

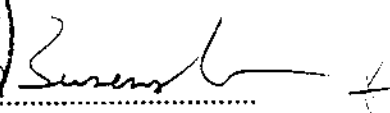
For and on behalf of **Fielders Agricultural Products - A Division of Barastoc Stockfeeds Pty Limited.**

  
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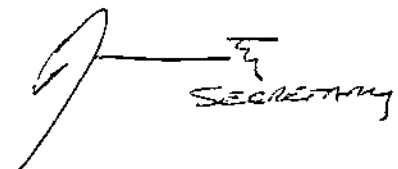
**Malcolm Gresswell  
General Manager**



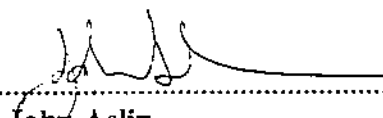
(Common Seal)

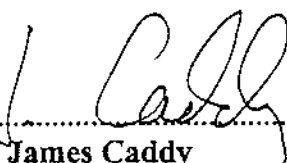
  
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**Gary Busenshut  
Managing Director**


Signed on the 27 day of APRIL 1994,

  
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**Secretary**

By the members of the Works Committee:

  
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**John Aslin**

  
.....  
**James Caddy**

  
.....  
**Wendy McKenzie**