

ENTERPRISE AGREEMENT

NO: E.A. 389 /1994

DATE REGISTERED: 13-9-94

PRICE: \$ 16-00

- ENTERPRISE AGREEMENT-

BETWEEN

MSA [AUST] PTY LTD

AND

STORES EMPLOYEES

[Filed with the Industrial Registrar on 25 May 1994].

AN ENTERPRISE AGREEMENT made this 16th May 1994, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between MSA [Aust] Pty Limited and employees who are engaged to work in the company's stores and warehousing facilities.

MSA [STORES] ENTERPRISE AGREEMENT NO. 2

1. TITLE OF AGREEMENT

This Agreement shall be known as the MSA [Stores] Enterprise Agreement No 2.

2. ARRANGEMENT

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3. Incidence and parties bound
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3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the *16th May* 1994 between MSA [Aust] Pty Limited and storespersons engaged to work at the factory site located at 137 Gilba Road, Girraween.

4. TERM OF AGREEMENT

This Agreement shall take effect from the first full pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.

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5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement, which covers the employment of storemen and packers, shall be read and interpreted wholly in conjunction with the Storemen & Packers General [State] Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. PURPOSE OF AGREEMENT

To set up measures to achieve gains in productivity, efficiency and employee flexibility. To achieve this aim:

- [i] It is recognised by both employee and the employer that their mutual security will be achieved only by working together to a common end result for a competitive and profitable company.
- [ii] The company management has addressed all staff including employees who are a party to this agreement, as to the urgent need to develop productivity gains to offset manufacturing costs and will continue to maintain this dialogue.
- [iii] The Company has set up Total Quality Management [TQM] and Continuous Improvement System [CIS] programs involving employees as a means for developing a more efficient workplace. Process Improvement Team [PIT] meetings are held on a regular basis to identify and develop these required efficiencies within the stores and warehouse processes.
- [iv] There will be a continuing effort by this Consultative Committee to create and develop improved production efficiency gains through regular meetings of the parties.
- [v] The objective of this agreement is to achieve a measurable increase in productivity, efficiency and flexibility to facilitate long term employment prospects within the stores and warehousing sector of the company.

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8. HOURS OF WORK

8.1 The commencing and finishing times for ordinary time will be determined to satisfy the requirements of the production, service and plant maintenance. Such ordinary hours for day work will be spread over the period of 6.30am to 5.30pm, Monday to Friday.

The employer retains the right to nominate starting and finishing times for employees following discussion with appropriate employees.

8.2 Meal breaks may be staggered or times altered without penalty to ensure full flexibility with the other requirements of the plant or customer.

The parties agree that in the case of unforeseen circumstances, scheduled meal breaks may, by mutual agreement, be delayed by up to one [1] hour without the payment of a penalty as provided for in the award nominated in clause 5 of this agreement.

9. WAGE ADJUSTMENTS

9.1 Employees party to this agreement will receive a wage increase of 3% based on each respective employee's award rate plus overaward margin [and excluding allowances such as leading hand and service etc.] from the first pay period to commence on or after the date of registration of this Agreement.

9.2 A further wage increase of 3% will be granted from the first pay period to commence six [6] months after the date of the increase granted in subclause [9.1] hereof.

10. OVERTIME

When required by management, storemen agree to work reasonable overtime. Where practicable, overtime will be evenly distributed between all storemen. When regular overtime is to be worked and where practicable, this shall be scheduled for prior to normal starting time.

11. ROSTERED DAY OFF [RDO]

The parties to this Agreement accept the need for total flexibility with the taking of RDO's to facilitate maximum enterprise efficiency.

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12. PUBLIC HOLIDAYS

Employees party to this Agreement agree to the substitution of Public Holidays and give an undertaking to favourably agree to such substitution by mutual agreement when circumstances relating to maintenance or service requirements for customers.

13. PAYMENT OF WAGES

All wages will be paid weekly through Electronic Funds Transfer [EFT]. Subject to circumstances beyond the company's control, wages will be deposited into employees personal accounts by 4.00pm each Wednesday.

Banking and government charges associated with this method of payment are included within the pay adjustment associated with this agreement.

14. DEMARCATIION, RESTRICTIVE WORK PRACTICES & MULTI-SKILLING

The parties to this agreement undertake to ensure that there will be no job demarcation or restrictive work practices. By agreement, the parties will work towards developing more broadly based job skills training enabling expanded multi-skilling within the company workforce, subject to safety and legislative restrictions. Storepersons agree that in cases of absenteeism or unauthorised absence from work, non stores personnel may be temporarily transferred to perform stores duties. Conversely, storemen agree to carry out duties outside the stores function when the necessity dictates.

15. COMPUTER DUTIES

Storemen party to this agreement undertake to attend training in computerisation functions associated within the warehouse and to perform such computer duties as and when required.

16. DELIVERIES

Employees acknowledge the need to pick up and deliver materials and goods and undertake to perform this duty in company vehicles when so required.

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17. ABSENTEEISM

Employees are to be re-appraised of the company's existing attendance bonus system as a means for improving attendance levels. The company will display details of the system on notice boards.

18. EMPLOYEE COUNSELLING

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

[i] First Warning: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.

[ii] Second Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.

[iii] Third Warning: If after two [2] written warnings the employer considers the employee to still be unsatisfactory, then the employee may be dismissed in the presence of the appropriate job delegate.

[iv] Failure by the employee to respond to the final warning will result in the employee being dismissed.

19. AVOIDANCE OF INDUSTRIAL DISPUTES

Disputes, grievances or changes in the nature of work practices should be discussed in a manner designed to bring a harmonious resolution. In this regard, the parties to this agreement will strictly observe the following grievance procedure:

[i] The grievance must initially be dealt with as close to its source as possible.

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- [iii] The employee is required to notify the employer [in writing or orally] through the Leading Hand, as to the substance of the grievance and request a meeting to discuss the grievance.
- [iiil] The graduated steps for the resolution of the grievance shall be:
 - [a] with the Leading Hand,
 - [b] failing a resolution, the Stores Supervisor,
 - [c] failing a resolution, the Distribution Manager.
- [iv] At the conclusion of each discussion at each level of authority, the employer's representative must provide a response to the employee's grievance as soon as is practicable following such discussion giving reasons for not implementing any proposed remedy if applicable.
- [v] While the procedure is being followed, a status quo of the work arrangements must continue.
- [vi] The employer may be represented by an industrial organisation of employers and the employee/s may be represented by the Union for the purposes of each procedure.
- [vii] If a resolution of the dispute cannot be reached, either party retains the right to refer the matter to the NSW industrial Relations Commission.

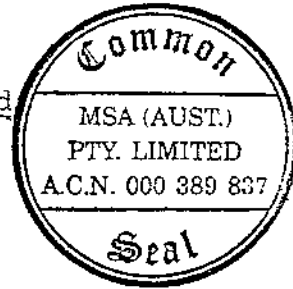
20. DATE OF REGISTRATION

This Enterprise Agreement shall take effect from the first pay period to commence on or after 1994.

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21. SIGNATORIES TO AGREEMENT

Signed on behalf of MSA [Aust] Pty Limited



Signed *[Signature]* DIRECTOR

Witnessed by *[Signature]* SECRETARY

date May 16, 1994

Signed by the stores employees of MSA [Aust] Pty Limited

- 1. *B. W. [Signature]* 6-5-94
[name] [date]
- 2. *[Signature]* 6-5-94
[name] [date]
- 3. *R. [Signature]* 6-5-94
[name] [date]
- 4. *[Signature]* 6-5-94
[name] [date]
- 5. *[Signature]* 6-5-94
[name] [date] TRANCOR COLIN STANLEY
- 6. *Victor Nowicki* 9-5-94
[name] [date]
- 7. *[Signature]* 9/5/94
[name] [date]
- 8. [name] [date]
- 9. [name] [date]
- 10. [name] [date]
- 11. [name] [date]