

# ENTERPRISE AGREEMENT

NO: E.A. 44 /1994

DATE REGISTERED: 17-2-94

PRICE: \$20.00

# ENTERPRISE AGREEMENT

BETWEEN

**BUSH'S PET FOODS PTY LTD**

ACN. 003 967 084

AND

**AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION**

AND

**EMPLOYEES OF THE COMPANY**

UNDER

Chapter 2, Part 3, Division 2, Enterprise Agreements, Industrial Relations Act, 1991.

TO ESTABLISH THE

## **BUSH'S PET FOODS PTY LTD - OTHER THAN PRODUCTION - (INTERIM) ENTERPRISE AGREEMENT**

### 1 - TITLE

This Enterprise Agreement shall be known as the **Bush's Pet Foods Pty Ltd - Other than Production - (Interim) Enterprise Agreement (the Agreement)**.

### 2 - ARRANGEMENT

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### 3 - APPLICATION OF AGREEMENT

The Agreement shall apply at the manufacturing plant operated by Bush's Pet Foods Pty Ltd, 61-77 Railway Parade, Marrickville NSW 2204, in respect of the employees of the Company employed under the terms of the Transport Industry - Mixed Enterprises Interim (State) Award, the Metal and Engineering Industry (New South Wales) Interim Award, and the Storemen and Packers, General (State) Award.

### 4 - PARTIES BOUND

The parties to this Agreement are:-

- (a) Bush's Pet Foods Pty Ltd, 61-77 Railway Parade, Marrickville, NSW 2204; and
- (b) Employees of the Company covered by the Awards referred to in Clause 3.

### 5 - DATE AND PERIOD OF OPERATION

This Agreement shall, having regard to section 117 of the Act, have effect from the date it is registered and shall operate from the beginning of the first pay period commencing on or after 16 August 1993 and shall remain in force until 31 December 1994.

### 6 - AGREED OBJECTIVES

The parties agree to establish this Interim Enterprise Agreement to achieve the following objectives:

- (a) To promote good industrial relations within the Company and to maintain industrial stability during the life of the Agreement. During this period the Company will be relocating its operations from its Marrickville site to new factory premises.
- (b) To secure the support and co-operation of the employees and the Union in the period leading up to the relocation of the business, during the relocation process and in the commissioning of the new factory. During the period of relocation of the business from the old factory to the new, the Company will require the co-operation and assistance of the employees which may include assistance in operating both plants simultaneously and will require employees to perform such tasks as is reasonably necessary to be done to effect a smooth and efficient relocation.
- (c) To promote improved communication and co-operation between the site parties through effective workplace consultation.
- (d) To maintain continuity of employment for as many employees of the Company as is possible. To this end the Company will offer employment positions at the new site to all of its existing employees.
- (e) To provide assistance to those employees who choose not to transfer to the new site.
- (f) To increase the wages paid to employees in consideration for their co-operation and assistance during this life of the Agreement.
- (g) To establish a Productivity Bargaining Agreement for the new site following the commissioning of the new factory. The new Agreement will replace the Interim Agreement and will be designed to achieve increases in productivity, efficiency and profitability through a program of continuous improvement with a share of these improvements being distributed to employees in an agreed manner.

*Chiang Ning* *[Signature]* *[Signature]* *[Signature]*

*[Signature]* *[Signature]*

## 7 - WORKPLACE CONSULTATION - ENTERPRISE CONSULTATIVE COMMITTEE (ECC)

The means by which the parties will achieve the Agreed Objectives of the Agreement will be through the process of Workplace Consultation.

An Enterprise Consultative Committee (ECC) has been established at the site. However, the structure, membership and constitution will be reviewed by the Committee to ensure that it is best designed to achieve these objectives.

The ECC shall be responsible for ongoing consultation at the site and the identification of issues requiring consideration and will reach agreement on and will be responsible for the co-ordination and implementation of agreed arrangements.

Resources will be made available to ensure that members of the ECC are properly trained in the skills required for effective workplace consultation.

The ECC will have adequate time and facilities to carry out its functions.

Issues on which agreement is reached by the ECC will be introduced at the site within the scope of this Agreement. Where agreement cannot be reached by the ECC on an issue, the matter shall be processed in accordance with Step 4 and onwards of the grievance and disputes procedure established by Clause 10 of the Agreement.

## 8 - RELATIONSHIP TO PARENT AWARDS

The Agreement shall be read and interpreted in conjunction with the Transport Industry - Mixed Enterprises Interim (State) Award, the Metal and Engineering Industry (New South Wales) Interim Award, and the Storemen and Packers, General (State) Award, provided that where there is any inconsistency between the terms of an award and the terms of any arrangement made between the parties within the scope of this Agreement such agreed terms shall take precedence over the award provisions.

## 9 - WAGE INCREASES

- (a) (i) An initial wage increase of 3% in ordinary pay will be paid to employees in consideration for their acceptance of and commitment to the Objectives of the Agreement. The initial increase will take effect from the first full pay period commencing on or after 16 August 1993.
- (ii) A further wage increase of 1½% in ordinary pay will be paid to employees from the first full pay period on or after the date the Agreement is signed by all employees concerned, which will then be lodged for certification under the Enterprise Agreement provisions of the Industrial Relations Act, 1991.
- (iii) " Ordinary pay " shall mean an employees award rate of pay plus overaward payment (if any) payable in respect of the employees ordinary hours of work, excluding shift allowances and any other additional payments.

## 10 - 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 shall be discussed between the employee(s) and the supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2.** The matter shall be discussed between the employee(s), an employee representative (if requested by either party) and the supervisor involved. If the matter remains unresolved follow Step 3.
- Step 3.** The matter shall be discussed between the employee(s), an employee representative (if requested), the supervisor and the appropriate Department Manager. If the matter remains unresolved follow Step 4.
- Step 4.** The matter shall be referred to the ECC by having it added to the agenda of its next meeting and discussed in accordance with the ECC's agreed procedures.

Either party can decide to refer a matter to the ECC at any stage prior to Step 4.

Where it is agreed by the parties, Steps 1- 4 may be conducted concurrently.

If the matter remains unresolved follow step 5.

- Step 5.** Emphasis shall be placed on a negotiated settlement. However, if the above negotiation process is exhausted without the issue in dispute being resolved the General Manager shall arrange to:
  - in cases where the issue effects a Union member, have the issue referred to an official of the Union with a view to resolving the problem;
  - in any other case or where the involvement of the Union has not resolved the issue, arrange for the matter to be referred to the NSW Industrial Relations Commission for its assistance.

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

The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices at the workplace.

## 11 - 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 a nominated or responsible employee acceptable to the employee being disciplined if requested by the employee or the Company if a member of a union). 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.

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;
- \* Reclassification to a lower grade of work;
- \* 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 (if the employee be a member of a Union) 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.





## (ii) FOR PEOPLE OVER 45 YEARS OF AGE

- 1 years service or more but less than 2 years service - 5 weeks ordinary pay
- 2 years service or more but less than 3 years service - 7.5 weeks ordinary pay
- 3 years service or more but less than 4 years service - 8.75 weeks ordinary pay
- 4 years service or more but less than 5 years service - 10 weeks ordinary pay
- 5 years service or more but less than 6 years service - 11.25 weeks ordinary pay

And thereafter 1.25 weeks ordinary pay for each year of service with a maximum payment of 47 weeks ordinary pay.

(iii) "Ordinary pay" shall mean an employees ordinary rate of pay as set out in Clause 9 of this Agreement.

(e) Payment of Good Attendance Bonus to Redundant Employees

A weekly employee who is made redundant as a consequence of the relocation of the Company's operations shall be entitled to payment of a good attendance bonus at the time of termination on the following conditions:

- (i) Payment of the good attendance bonus shall only be available to employees who have accumulated untaken sick leave bank in excess of 30 days at the time of termination;
- (ii) Such employees shall be entitled to an amount equivalent to the amount representing payment of 50% of the employee's sick leave accruals which exceed the 30 day minimum sick leave bank;
- (iii) No part of the 30 day minimum sick leave bank will be paid out on termination;
- (iv) The Company's agreement to pay a good attendance bonus to employees made redundant as a result of the relocation shall not be read or interpreted so as to imply the Company's acceptance of such a policy generally and it is not to be used as a precedent to seek or justify claims for such payment in any other circumstances at any other time.

(f) Other Benefits

- (i) Pro-rata long service leave payments shall be made to a weekly employee with 5 or more completed years of service with the Company.
- (ii) The 17.5% Annual Leave Loading shall be paid in relation to any unused period of annual leave due and in relation to pro-rata leave payments.
- (iii) At the time of termination an employee shall receive a written statement of service and written employment reference.

(g) Trial Period

Where an employee accepts an offer of continued employment with the Company and transfers to the new site and subsequently terminates his or her employment with the Company within 4 weeks of starting the new position, the employee will be treated as having been terminated from the position previously held by him or her at Marrickville and shall be paid the redundancy entitlements prescribed by this Clause. In such circumstances the employee will be required to give the usual one week's notice or one week's pay in lieu of notice.

(h) Conditions of Agreement

The operation of this clause is subject to the following conditions being observed:

- (i) An employee to whom this clause applies shall be required to attend for duty up to and including the day of closure of the Marrickville site unless an alternative arrangement is made by agreement between the Company and the employee.
- (ii) It is agreed between the parties that the severance payment and scale of redundancy payments prescribed by this clause are in complete substitution for the provisions prescribed by any relevant Award or right under any relevant statute in relation to periods of notice of termination (or payment in lieu of such notice periods), severance payments and/or redundancy payments.
- (iii) An employee who unreasonably refuses the Company's offer of alternative employment at the new site will not be entitled to the benefits prescribed by this clause.
- (iv) The calculation of all other conditions of employment will be made in accordance with the terms of the relevant award or statute.
- (v) Casual employees do not have an entitlement to benefits prescribed by this clause.
- (vi) The employee parties recognise the right of the Company to employ new employees (including casuals) to fill any vacancies which arise after the commencement of this Agreement and such employees will not be entitled to the benefits of this clause.
- (vii) The Company shall not re-employ any employee who has been paid the termination payments prescribed by this clause during the first 12 months of operation at the new site.

### 13 - NO EXTRA CLAIMS

It is a term of the Agreement that there will be no extra claims, either award or overaward, by either the employees or the Union for the life of the Agreement.

### 14 - 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.

### 15 - MONITORING AND RENEWAL OF AGREEMENT

The Enterprise Consultative Committee shall continuously monitor the application of the Agreement to ensure its effective implementation and the achievement of the Agreed Objectives set out in Clause 6.

The parties agree that negotiations to establish a new Agreement will commence two months prior to the expiry date of the Agreement.

*Murray Nis*  
*Cheng* *Don* *W*

*W*  
 .../10  
*AC*

16 - ENDORSEMENT OF AGREEMENT

The signatories below accept the terms of the **Bush's Pet Foods Pty Ltd (Interim) Enterprise Agreement** and endorse its terms and in doing so declare that the Agreement has not been entered into under duress by any party to it:-

Signed on the 28 day of OCTOBER 1993,



1. For and on behalf of BUSH'S PET FOODS PTY LTD  
THE COMMON SEAL OF BUSH'S PET FOODS PTY LTD  
A.C.N. 003 967 084 WAS HERETO AFFIXED IN ACCORDANCE  
WITH ITS ARTICLES OF ASSOCIATION IN THE PRESENCE OF:

Takashi Asai  
Takashi Asai  
Director

Paul Andrew Hoard  
PAUL ANDREW HOARD  
SECRETARY

(Common Seal)

2. The following employee parties:

Fernando Dias  
Fernando Dias

Phuong Tran  
Phuong Tran

Antonina Occhiuto  
Antonina Occhiuto

Evangelos Roussis  
Evangelos Roussis

Lino Giestas  
Lino Giestas

Ning Chiang  
Ning Chiang

Yu Kuang Chou  
Yu Kuang Chou

Donald Maloney  
Donald Maloney

John Totaro  
John Totaro

Wilfred Guest  
Wilfred Guest

John Micallef  
John Micallef

Victor Zammit  
Victor Zammit

Kevin Wilson  
Kevin Wilson

Brian Gilmore  
Brian Gilmore