

ENTERPRISE AGREEMENT

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ENTERPRISE AGREEMENT

CLUTHA SERVICES CENTRAL STORE

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C. Holden
Phillip Allen
B. Hasbaine
Joan
R. Williams

1. **TITLE**

This agreement shall be known as the Clutha Services Central Store Enterprise Agreement 1992.

2. **PARTIES TO THE AGREEMENT**

An Enterprise Agreement made on 6th April, 1993 in pursuance of the New South Wales Industrial Relations Act 1991 is between Clutha Services Central Store and all the employees covered by the Storemen and Packers General (State) Award.

3. **PURPOSE**

The purpose of this agreement is to regulate partially the terms and conditions of employment of all employees at Clutha Services Central Store covered by the Storemen and Packers General (State) Award.

4. **RELATIONSHIP TO PARENT AWARD**

This agreement shall override the Storemen and Packers General (State) Award. Where a condition of employment is unspecified by this agreement the conditions of that award will apply.

5. **DATE AND PERIOD OF OPERATION**

This agreement shall operate from the date of registration for a period of twelve months.

6. **COMPANY PHILOSOPHY**

Clutha Services Central Store and its employees are committed to continually improving the quality of the services that they offer their clients by promoting participative decision-making procedures.

7. **PRODUCTIVITY BASED REWARD SYSTEM**

The employees of Clutha Services Central Store that they work in order to improve their productivity. These changes will be as follows:-

- a. All employees will drive the forklift and carry out loading and unloading tasks that are required;
- b. All employees will carry out the Store's courier services as required;
- c. There will be a daily meeting between the Leading Hand of the Store and the Store Supervisor in order to discuss the daily work requirements.
- d. All employees will conduct a weekly meeting to review the work progress.
- e. The Leading Hand will weekly meet with the Store Supervisor and appropriate representatives of Gateway Engineering Pty. Limited to review the co-ordination of work between both places.

- f. The ordinary hours of work will be in accordance with the award provision. However, if in the event that the Central Store was not required to service the needs of the afternoon shift of Gateway Engineering Pty. Limited, then the spread of ordinary hours will be extended to cover the hours of 7.00 a.m. to 7.00 p.m. and these hours of operation will be covered by all the employees working on a mutual acceptable rotational basis.
- g. All employees will take part in relevant skill development programs such as key board and mechanical skills, so that they can each maximise the tasks that they can do, and therefore the flexibility of task distribution.
- h. All employees will share routine maintenance of the forklift and the ute.
- i. All employees will share in the movement of Gateway Engineering Pty. Limited's goods to their holding area twice a day.

8. **NEW EMPLOYEES**

All new employees will be required to have a medical examination prior to commencement of employment. The medical examination will be done by the company's nominated doctor and such cost will be met by the company.

A probationary period of three (3) months will apply to all new employees.

During this period his general competence, timekeeping, attendance and personal conduct will be monitored by management. The probationary worker may be dismissed at any time during this three (3) month period for failure to comply with company standards as stated. Normal notice of one (1) week or pay in lieu thereof would be given.

9. **CLASSIFICATIONS**

- i. All employees who are signatories to this agreement are classified as Storeman and Packer - Special Skills. Any new employee will be classified as:-
 - 1. **Storeman and Packer - Special Skills:** this classification is to cover employees who by the use of their skill, training and experience can demonstrate to the satisfaction of the Stores Controller that they have acquired all skills required to obtain this classification. No employee can enter employment at this level, appointment to the classification of Special Skills Worker can only be obtained by progression.
 - 2. **Storeman and Packer:** this classification is for employees who have worked in a store environment but do not have the product knowledge and other skills of a storeman working as an "A" classification worker.
 - 3. **Unskilled:** i.e. no prior experience working in a store or similar environment, and

CLASSIFICATION	LEVEL	%	\$
Storeman and Packer - Special Skills	A	100	460.85
Storeman and Packer	B	95	437.80
Storeman and Packer - unskilled	C	90	414.75

- ii Progression from Level C to B or from B to A will be by assessment at the end of 3 months.

10. **WAGES**

i **Wage Payment**

Acceptance of this agreement will provide the Central Store employees with a wage increase of 2.5% effective from Monday, 14th September. An additional amount of 2.0% will be paid effective from 14th December, 1992 following the Store Controller's assessment that the commitment given by the workforce is still in place and that productivity improvements have been achieved.

ii **No Double Counting**

In the event of a State Wage Increase being passed which is to cover locations that have not benefited from any wage increase flowing from an enterprise agreement, that increase will not apply to the employees covered by this agreement.

iii **Electronic Funds Transfer**

All employees of the Store agree to receive their pay by electronic funds transfer. Payment by this method will be deposited into employees' accounts so that wages will be available on Thursdays.

The pay dockets outlining the employees' pay records for the current pay week will also be available on Thursdays.

Clutha will not be responsible for banking charges which may eventuate from the electronic funds transfer system.

11. **WORKING PERIOD**

- i A clean up time of three (3) minutes is allowed at the end of each shift and prior to the normal meal break each day.

- ii A ten (10) minute paid morning tea break is allowed.

- iii Both parties recognise the need for good time keeping in minimising lost time. To achieve this both parties agree to the following conditions:

- a. All employees should clock on and off at the beginning and end

- b. Work will not cease until the nominated time;
- c. Times allocated for wash up and meal breaks will be adhered to.

12. WORKSHARE STATEMENT

No members of the organisation will perform work so as to replace any employee. However, they have the right to work and be involved in the following:

- a. Emergencies - safety in the Store or personnel and property;
- b. Training of employees;
- c. Necessary investigations in the development and standardisation of existing and new processes;
- d. Protecting company property;
- e. Participating in staff activities when appropriate.

13. ANNUAL LEAVE

Given that the Store's primary function is to distribute stores that are required 365 days a year, it will be necessary to plan leave throughout the year, and year, and in accordance with the Annual Holiday Act 1944. This will be done by agreement between management and the employees.

14. SICK LEAVE

- i Sick leave entitlements will be as per the Award provisions with the exception of the following:

Employees may have two (2) consecutive days absence without a doctor's certificate. However, the company may demand a certificate in extenuating circumstances.

- ii Any sick leave can be carried forward for a maximum of 12 years from the date of entitlement.
- iii If employees are unable to attend work because of sickness, they will notify the Supervisor as an act of courtesy.

John
B. Harbour
Boates

15. **EMPLOYEE TRANSFERS**

The company may from time to time transfer employees between departments.

The employees recognise a company right to temporarily or permanently transfer employees between day and afternoon shifts.

Advance notice would be given in accordance with the Award (48 hours). Where possible advance notice of one (1) week would be given.

16. **WORK CLOTHING AND BOOTS**

Each permanent employee of the company shall be entitled to Miners' Federation free issue clothing.

17. **OVERTIME**

- i Overtime is fairly allocated according to the work requirements of the company.
- ii Overtime rates of payment will be paid for all hours worked outside the normal hours of work. Normal hours of work will be:

Day shift 7.00 a.m. - 3.30 p.m.

Afternoon 3.30 p.m. - 12.00 a.m.

This clause shall not apply when/if Clause 7F is in operation.

- iii It should be noted that employees who habitually do not work the normal hours of work will be counselled and advised that a standard eight hour day will have to be worked before any overtime rates are paid.

18. **DIRT MONEY**

The company pays all employees a dirt allowance of \$1.64 per day of attendance at work.

19. **SUPERANNUATION**

All employees at the site will be covered by a superannuation scheme in accordance with the Occupational Superannuation regulations. Currently the contributions are forwarded to LUCRF under agreement with the local unions. Any changes to the amount of contributions as a result of the superannuation levy legislation will also be contributed to this Trust. (This cause may be amended as a result of changes to the Superannuation Guarantee Levy currently being reviewed by Parliament).

20. **WORKERS' COMPENSATION**

- i The company covers all employees for Workers' Compensation.
- ii In the event of an accident, regardless of whether the accident results in the employee losing time, an accident report must be completed by the appointed First Aid Officer and signed by the supervisor or manager.
- iii In the event of the employee losing time and thereby seeking payment through compensation the onus is on the employee to ensure ALL relevant paperwork is completed.
- iv Lost wages due to workers' compensation are paid by the company's insurer subject to acceptance of the claim.

21. **REHABILITATION**

- i Subject to availability and medical advice, the company offers alternative duties to employees who wish to return to work whilst recovering from injury.
- ii In accordance with current legislation in this area the company has the Joint Coal Board Rehabilitation Service as their nominated provider.
- iii Duties will be nominated by management taking into consideration the medical advice of the employee's doctor and the rehabilitation provider.
- iv The wage rate paid for the alternative duties will be the same as his normal classification.
- v In addition, the company offers the services of the Employee Assistance Officer whose duties cover assistance not only for those on workers' compensation but also for those seeking advice or information in related areas.

22. **IN SERVICE DEATH COVER**

- i The company provides death cover for all full time employees. The cover is \$20,000 per employee.
- ii Upon commencement the employee is to complete a form nominating his beneficiary. It is the responsibility of the employee to ensure that information is at all times correct.

23. **TOOLS**

- i Tools will be provided by the company to employees as they are required. Employees will be expected to use such tools subject to the level of training.

24. **VOLUNTARY EMERGENCY SERVICES**

- i Employees who are members of the Voluntary Emergency Services (i.e. fire brigades, rescue squad, State Emergency Services etc.) shall be paid at the ordinary time rate if attending an emergency during normal working periods.
- ii Proof of attendance at such emergencies must be provided.

25. **SKILL DEVELOPMENT**

1. A skill development plan will be developed according to the needs of the company and by agreement with the employees.
- ii All skill development will be carried out systematically according a clearly defined skill acquisition procedure, which will include ongoing monitoring and evaluation, and will provide employees with due recognition for these skills.
- iii The skill development will be provided in the most appropriate way possible.

26. **BEHAVIOUR CORRECTION POLICY**

All employees working for the company are responsible for their own behaviour and for the team's conduct. To protect the rights of everybody and to ensure the efficient operation of the workshop, a Behaviour Correction Procedure will be followed.

27. **GRIEVANCE AND DISPUTE PROCEDURES**

- i Procedures will be followed for settling grievances and disputes.
- ii The grievance procedure is designed for *individual employees* to resolve matters of alleged discrimination, or disputes over their employer applying provisions of an award or agreement in a way which *disadvantages them personally*.
- iii The **dispute settling procedure** is used to resolve conflicts which involve more than one employee and are concerned with the application of awards and agreements. So disputes will usually involve conflicts between a *group of employees and the company*.

NOTE: A copy of the Behaviour Correction Policy the Grievance Policy and the disputed procedure is attached.

28. **NO DURESS**

All parties who are signatories to this agreement acknowledge that no duress has been applied to any person in the preparation of this document.

SIGNED for and on behalf of Clutha Services Central Store

Signed: *N J Hoskin*.....

Printed Name and Occupation

N J HOSKIN MANAGEMENT SERVICES MANAGER.....

Date: *6.4.93*.....

SIGNED by the employees of Clutha Services Central Store

Signed: *Phillip New*.....

Printed Name and Occupation

PHILLIP NEW STOREMAN.....

Date: *6-4-93*.....

Signed: *B Harbourne*.....

Printed Name and Occupation

BRIAN HARBOURNE STOREMAN.....

Date: *6-4-93*.....

Signed: *J Coates*.....

Printed Name and Occupation

JOHN COATES STOREMAN.....

Date: *6-4-93*.....

Signed: *R Lillis*.....

Printed Name and Occupation

ROBERT LILLIS STOREMAN.....

Date: *6-4-93*.....

Signed:

Printed Name and Occupation

.....

Date:

Signed:

Printed Name and Occupation.....

Date:

BEHAVIOUR CORRECTION POLICY

At the Store individuals are responsible for their own behaviour and for the team's conduct. To protect the rights of each team member and to ensure the efficient operation of our store, certain types of behaviour have been recognised as unacceptable. The following list is not all inclusive, but reflects those types which are considered extremely serious and could result in the termination of employment.

Against each type of misconduct a specific procedural response is indicated, the details of which are described in the Behaviour Correction Procedure.

<u>MISCONDUCT</u>	<u>PROCEDURE</u>
a. <i>Wilful damage to Company property including forced entry to premises.</i>	Step 5
b. <i>Dishonesty, theft, or falsification in any form, including clocking another employee's card for purposes of intentional falsification.</i>	Step 5
c. <i>Refusal of normal duties</i>	Step 1. i and then Step 1.ii before the next shift.
d. <i>Horseplay</i>	Step 1.i
e. <i>Harassment of other team members for any reason, including race, sex or religion. Intimidation, threats of fighting.</i>	Step 1.ii
d. <i>Disclosure of confidential Company information.</i>	Supervisor chooses step according to severity of incident.

- | | | |
|----|---|--|
| g. | <p><i>Dangerous work practices or tampering with safety devices:</i></p> <p><i>that could cause needless injury to others or himself.</i></p> <p><i>that abuse safety and standards set down by the regulating bodies.</i></p> | <p>Whoever observes a safety misconduct has the responsibility to talk to the person and to report the incident to the foreman in accordance with the <u>Breach of Safety Conduct</u> procedure.</p> <p>Supervisor chooses step according to severity of incident.</p> |
| h. | <p><i>Consumption, possession, or selling of drugs or alcohol on the premises; reporting unfit for work because of the influence of alcohol or drugs.</i></p> | <p>Stand down without pay for shift and then STEP 1.ii before the next shift.</p> |
| i. | <p><i>Committing an illegal act at Store premises.</i></p> | <p>Supervisor chooses step according to severity of incident.</p> |
| j. | <p><i>Unreliable attendances.</i></p> | <p>Step 1.ii</p> |
| k. | <p><i>Unauthorised absences from work.</i></p> | <p>Step 1.ii</p> |
| l. | <p><i>Malingering</i></p> | <p>Step 1.i</p> |
| m. | <p><i>Unsatisfactory workmanship.</i></p> | <p>Step 1.i</p> |
| n. | <p><i>Unauthorised presence at store outside normal working hours.</i></p> | <p>Step 1.ii</p> |

BEHAVIOUR CORRECTION PROCEDURE

STEP 1 COUNSELLING

- i. The leading hand counsels the employee to clarify the reasons and exact nature of the situation, and to reach agreement about what is required of the employee.

Please Note:

It is very important that for most routine minor incidents which occur during a shift that the leading hand make the first attempt to resolve an employee's unacceptable work performance or behaviour;

BUT

he is not meant to chastise or discipline the employee.

He *is* meant to speak with him once only in a fair minded and empathetic way as soon as the unacceptable behaviour is observed in an attempt to resolve the situation with a minimum of fuss.

If the leading hand cannot reach resolution with the employee, or if the employee's behaviour or performance continues to be unacceptable, then:

- ii. The supervisor meets with the leading hand and the employee in a counselling session, to clarify the situation, and to reach agreement about what is required of the employee.

If the supervisor and the leading hand cannot reach resolution with the employee, or if the employee's behaviour or performance continues to be unacceptable, then:

STEP 2 CAUTIONING

The supervisor will tell the employee why he is being disciplined and make sure that he understands what he has to do to improve his performance. The employee will be advised that this caution will be recorded and that any further occurrence will result in reprimands with the possibility of dismissal after two reprimands.

If the employee's behaviour or performance continues to be unacceptable, then:

STEP 3 REPRIMAND

The supervisor in the presence of the appropriate union delegate, will repeat the caution previously outlined, advising that the next reprimand will be final after which dismissal may follow if the unacceptable behaviour or performance continues. The reprimand will be recorded.

If the employee's behaviour or performance continues to be unacceptable, then:

STEP 4 FINAL REPRIMAND

The supervisor in the presence of a manager, the union delegate and union organiser issue a final reprimand to the employee. The employee will be advised that any continuation of his unacceptable behaviour or performance may result in his employment being terminated. This will be recorded in the present of the above people.

If the employee's behaviour or performance continues to be unacceptable, then:

STEP 5 DISMISSAL

- i. The supervisor advises the manager that the employee's conduct warrants dismissal so that they can investigate the situation together.
- ii. The supervisor advises the employee that an incident has occurred which warrants investigation and possible dismissal, and stands him down without pay, pending the outcome of the investigation.
- iii. The manager asks the employee if he wishes to have his delegate and/or organiser present to hear the investigation report.
- iv. The manager in the presence of the supervisor, (and, if chosen by the employee, the union delegate and organiser) advises the employee of the completion of the incident investigation.
- v. If the manager believes that dismissal is appropriate, he advises the employee of this decision.

STANDING DOWN AND DISMISSAL

- i. In the event of misconduct (a) and (b) occurring during overtime or afternoon shift, the leading hand reports to the supervisor either of whom stands down the employee pending the outcome of investigation of the situation the next normal working day. If the company cannot substantiate the claim then the company will refund the loss of wages to the employees.
- ii. If any of acts of misconduct for which two reprimands have been given, are repeated within twelve months of the second reprimand, then dismissal will follow according to Step 5.
- iii. All cautions and reprimands will be retained in the employee's personal file. However, only those cautions and reprimands issued during the prior twelve month period will be used when considering dismissal.
- iv. When an employee is dismissed wages will be paid only to the time that he was stood down.

EMPLOYEES REPORTING TO WORK WHEN AFFECTED BY ALCOHOL OR DRUGS

- i. Any employee who, due to excessive drinking, is unfit for work should be stood down for the shift. He should be encouraged to leave the store and go home by taxi or other transport at the employee's own expense. Every effort should be made to persuade the employee not to drive his own vehicle.
- ii. The employee should be interviewed on return to work by the supervisor according to Step 1.ii of the Behaviour Correction Procedure.
- iii. Any employee who reports for work while under the influence of drugs poses similar problems, but it should be noted that being under the influence of drugs may not be the result of drug abuse but the side affects of drugs used under medical direction. It is also possible that the employee's condition could be due to illness.

ABSENTEEISM

When the supervisor is satisfied there is no genuine reason for an absence the employee should be counselled according to Step 1.ii of the Behaviour Correction Procedure.

GRIEVANCE PROCEDURE

A Grievance Procedure is designed for individual employees to resolve matters of alleged discrimination, or disputes over their employer apply provisions of an award or agreement in a way which disadvantages them personally.

The procedure for handling grievances arising at the site are as follows:-

STEP 1 A

If the grievance is related to an employee's relationship with the leading hand, then the employee approaches his leading hand and they attempt to resolve the dispute within the next twenty-four hours.

STEP 1 B

If the grievance is related to an employee's relationship with somebody in the team or the team as a whole, then he should approach the supervisor who brings together the relevant parties in the team to attempt to resolve the grievance within the next twenty-four hours.

if this fails, then:

STEP 2

The supervisor approaches his manager and with the employee, they attempt to resolve the grievance within the next twenty-four hours. The employee should be offered the choice of having present at the meeting his union delegate.

if this fails, then:

STEP 3

The union delegate approaches the union organiser, and the supervisor approaches senior company management; they meet with the employee at the earliest practical opportunity in an attempt to resolve the grievance within the next twenty-four hours.

if this fails, then:

STEP 4

Either the employee party or the company applies to the appropriate Industrial Tribunal to settle the dispute.

SPECIAL NOTES

- i. If the dispute is industrial the "status quo" will remain during the dispute and no industrial action will be taken by either party.
- ii. If the dispute is one of safety the item or area concerned is to be "isolated" and normal work continue until the matter can be resolved.

DISPUTE RESOLUTION PROCEDURE

1. DISPUTES

- i. In the event of any "industrial difference of opinion" or dispute arising as to the interpretation of this agreement or arising in the course of employment, there shall not be any stoppage of work or imposition of penalties either by the company or the union/employee(s), from the time of the issue occurring until the following dispute resolution procedure has been observed. This procedure aims to quickly resolve issues, if possible at their source.
- ii. While issues are being processed in accordance with the dispute resolution procedure there shall be consultation between the company, the union delegates and the employee(s).
- iii. Until agreement is reached the issue will revert to status quo. Where difference(s) remain, all parties will accept responsibility to see that normal work continues while the dispute resolution procedure is applied.
- iv. Safety issues that arise in the course of employment will be processed in accordance with the agreed company safety policies and procedure.

2. DISPUTE RESOLUTION PROCEDURE

- i. When a problem arises the issue shall, in the first instance be discussed between the employee and the supervisor. If the issue remains unresolved;
- ii. It shall be discussed between the employee's union representative and the supervisor. If the issue remains unresolved;
- iii. It shall be referred by the person(s) raising the issue for discussion between the employee's representative and the supervisor. If the issue remains unresolved;
- iv. It shall be referred for discussion between the supervisor, management, the union representative and union organiser if required. If the issue remains unresolved;
- v. There shall be a "forty-eight" hour cooling off period. If the issue remains unresolved;
- vi. It shall be referred by either party to the appropriate industrial authority.
- vii. By agreement between the parties any or all Steps (i - v) may be bypassed in the interest of a speedy resolution of the issue.

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.

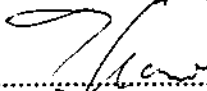
The parties agree that negotiations to establish a new Agreement will commence two months prior to the expiry date of the Agreement.

16 - ENDORSEMENT OF AGREEMENT

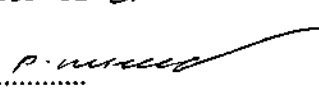
The signatories below accept the terms of the **Bush's Pet Foods Pty Ltd (Interim) Enterprise Agreement** and endorse its terms and in doing so declare that the Agreement has not been entered into under duress by any party to it:-

Signed on the 7th 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 LIMITED ACN 003 767 084
 WAS HEREUNTO AFFIXED IN ACCORDANCE WITH ITS ARTICLES OF
 ASSOCIATION IN THE PRESENCE OF



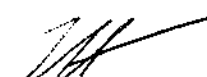
Takashi Asai
 Director



PAUL ANDREW HOARD
 SECRETARY



2. For and on behalf of the **AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION:**



Tom Hannan
 General Secretary

