

ENTERPRISE AGREEMENT

NO: E.A. 82 /1994

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NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION
NEW SOUTH WALES INDUSTRIAL RELATIONS ACT 1991
IN ACCORDANCE WITH PROVISIONS PART 3 DIVISION II

This Agreement is between:

Penrice Soda Products Pty Ltd

and

The Works Committee (the Glebe Island Works Committee)

1. TITLE

This certified Agreement shall be known as the Penrice Glebe Island Enterprise Framework Agreement, NSW 1993.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. APPLICATION OF AGREEMENT

This Agreement shall apply at the establishment of Penrice Soda Products Pty Ltd, Glebe Island Terminal, NSW in respect of all employees who are engaged in any of the occupations or callings specified in the Glebe Island Industrial Agreement No 8579 of 1991.

4. PARTIES BOUND

This Agreement shall be binding upon:

- (a) Penrice Soda Products Pty Ltd.
- (b) The Glebe Island Works Committee formed by employees engaged in any of the occupations or callings at the Glebe Island terminal.

5. DURESS

This Agreement was not entered into under duress by any party to it.

6. 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 (NSW) 1991, and shall remain in force for a period of twelve (12) months unless varied or terminated earlier by the provisions provided for in the above-mentioned Act.

7. RELATIONSHIP OF PARENT AGREEMENT

This Framework Agreement shall be read and interpreted wholly in conjunction with the Glebe Island Industrial Agreement No 8579 of 1991 provided that where there is any inconsistency between this Agreement and the Glebe Island Industrial Agreement, this Agreement shall prevail to the extent of the inconsistency.

8. OBJECTIVES OF THIS AGREEMENT

The objectives of the Enterprise Agreement are to support and share the mission of Penrice Soda Products Pty Ltd to profitably build the business and ensure a good return for the shareholders' investment and provide enhanced benefits and secure fulfilling careers for all Penrice people.

All outcomes from the Enterprise Agreement process will be consistent with the mission and will be measurable.

A handwritten signature in black ink, appearing to be 'K. D.', located in the bottom right corner of the page.

Agreed Principles to achieve this are:

- Pursue continuous improvement by empowering people to develop solutions by agreement
- Develop flatter organisational structures in which decision-making is delegated more widely
- Develop a team-based approach to problem-solving that encourages recognised multi-skilling and flexible work group integration
- Foster a learning environment with opportunities for career development through constant skills up-grading and re-training
- Performance standards to be achieved will be agreed; the results measured and shared and performance rewarded
- Commitment to a single status culture which values and respects all Penrice people equally and allows equal access to opportunities and conditions
- Ensure human resource policies adequately reflect the needs of the business and support balanced attention to work
- Develop effective, consistent and regular communication and ensure that Penrice people are better able to participate in, influence and understand the business
- Improve Penrice's focus on its customers, suppliers and the surrounding community by improving our ability to directly respond to their needs and market-place requirements
- When introducing new technologies, full consideration will be given to people-related issues as well as engineering matters
- Establish a commitment-based work-place culture rather than a control-based work-place culture
- Consistently achieve quality in management and performance by everyone.

Arising from discussion between the parties, the above objectives of this Agreement have been agreed by the parties.

9. MEASURES TO ACHIEVE GAINS IN
PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

- (a) Consistent with the provisions of the Industrial Relations Act (NSW) 1991 and the objectives outlined in Clause 8 - Objectives of this Agreement, several measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility have been agreed between the parties.

During 1992, an annualised number of 260 hours of bagging 25kg bagging overtime was worked at the Glebe Terminal. At this time there were nine Distribution employees. From 1 January 1993 this number was reduced to six and the maintenance of 25kg bagging output was monitored.

It has been established that bagging stocks are being maintained with the reduced numbers without resulting overtime burden. The saving to Penrice has been evaluated and a productivity payment agreed to as specified in clause 10: Wages, of this Agreement. The Works Committee understands that the payment is based on them not working overtime hours to maintain 25 kg bag stock. However, the Company recognises that there will be occasions where, through no fault of the individuals, eg plant breakdowns, quality problems, other work priorities, etc, that the required bag packing cannot be carried out in normal working hours. In such circumstances authorised overtime may be necessary.

- (b) All parties make a further commitment to embracing a culture of continuous improvement.

This commitment translates to cooperation, measuring and analysing performance and creating a customer focussed company where everyone contributes to the achievement of goals for Penrice and its people.

Consistent with the development of a continuous improvement culture, all parties are committed to comprehensively addressing the following issues during the life time of this Agreement. Discussions regarding work place reform will not be confined to these following issues only.

(i) Sick Leave

Review of the current sick leave policy in the Glebe Industrial Agreement, with consideration given to:

- altering quantum sick leave of ten days to an unlimited sick leave system
- emphasis on the rehabilitation of individual and full return to work.

(ii) Annualised Salaries

Consideration will be given to all Penrice people embracing the concept of annualised salaries. To achieve this the following points will be considered:

- simple pay structure
- electronic pay
- pay period
- previous average overtime
- call in system
- methods to ensure overtime work is equalised
- effect on Superannuation payments
- effect on annual leave payments.

(iii) Raising of Quality and Handling Standards at Glebe

Consideration will be given to:

- the establishment of improved quality control in line with customer requirements
- determine ways all Penrice people can assume responsibility for the achievement of quality within their sphere of influence
- reviewing current handling operations to streamline process.

(iv) Flexible Working Hours

Consideration will be given to:

- satisfying customer and suppliers needs
- impact on Penrice peoples leisure time
- reviewing current standard working hours eg start and finish times for loading purposes.

(c) Performance indicators

Key performance indicators to measure gains in productivity, efficiency, flexibility, quality and customer focus will be jointly developed, agreed and integrated into the next Agreement.

10. WAGE INCREASES

All employees party to this Agreement will be granted a 3% wage increase effective from the first complete pay period following registration of this Agreement.

Classi- cation	Title	Current Rate/wk \$	New Agreed Rate/wk \$
GC1	Distribution Trainee	478.80	493.20
GC2	Distribution - Level 1	500.30	515.30
GC3	Disribution Operator	522.60	538.30
GC4	Distrib Controller 1	542.60	558.90
GC5	Distrib Controller 2	562.60	579.50
GC6	Distrib Coordinator	582.60	600.10

11. SETTLEMENT OF DISPUTES

All parties recognise that the success of enterprise bargaining is dependent upon the shared commitment to address issues in a fair and responsible manner.

All disputes will be resolved in accordance with Clause 24 - Settlement of Disputes, of the Glebe Island Industrial Agreement matter No 8579 of 1991.

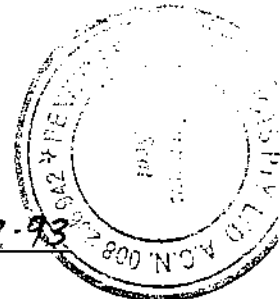
12. NO FURTHER CLAIMS COMMITMENT

During the stated life of this Agreement no extra claims will be sought during the life of this Agreement.

13. SIGNATORIES

Signed for and on behalf of Penrice Soda Products Pty Ltd:

<u>[Signature]</u>	<u>Director, Personnel & Labour Relations</u>	on <u>21-12-93</u>
Name	Title	
<u>[Signature]</u>	<u>Glebe Island Superintendent</u>	on <u>21-12-93</u>
Name	Title	



Signed by the Works Committee:

<u>[Signature]</u>	<u>STOREMAN - PACKER</u> <u>CHAIRMAN WORKS COMMITTEE</u>	on <u>21-12-93</u>
Name	Title	
<u>[Signature]</u>	<u>ELECTRICIAN</u>	on <u>21-12-93</u>
Name	Title	
<u>[Signature]</u>	<u>STOREMAN - PACKER</u>	on <u>21/12/93</u>
Name	Title	
<u>[Signature]</u>	<u>STOREMAN & PACKER</u>	on <u>21/12/93</u>
Name	Title	