

ENTERPRISE AGREEMENT

NO: E.A. 389 /1995

DATE REGISTERED: 16-11-95

PRICE: \$ 38-00

**ENTERPRISE AGREEMENT
BETWEEN**

THE HARDING CORPORATION

AND

EMPLOYEES OF CATERING TRUCKS AUSTRALIA

FINAL DRAFT

1. **TITLE OF AGREEMENT**

This agreement shall be known as the Harding Corporation Enterprise Agreement No. 1

2. **ARRANGEMENT**

- 1. Title of Agreement
- 2. Arrangement
- 3. Incidence and Parties Bound
- 4. Terms of Agreement
- 5. Relationship to Present Awards
- 6. Duress
- 7. Purpose of Agreement
- 8. Measuring Productivity Improvements
 - a Work organisation
 - b Conditions of Employment
 - c Working Environment
 - d Training and Skill Information
- 9. Performance Indicators
- 10. The Remuneration reward Structure

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.....1995 between The Harding Corporation located at 105 Orchard Road, Chester Hill, NSW being head office and the works committee representing the employees classified as Shop Employees Award engaged in mobile food trucks located at the following branches:

The North Yard:	105 Orchard Rd., Chester Hill NSW
The West Yard:	105 Orchard Rd., Chester Hill NSW
The South Yard:	52 -54 O'Dea Ave., Waterloo NSW
Gosford Yard:	3/8 Dyer Cres. West Gosford NSW
Newcastle Yard:	24 Mitchell Rd., Cardiff NSW

4. **TERMS OF AGREEMENT**

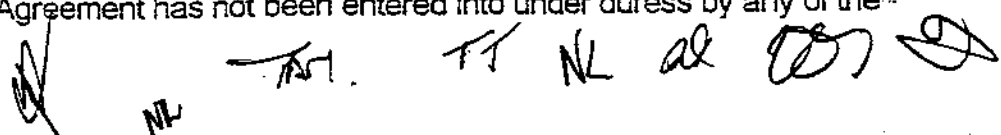
This agreement shall take effect from the date of registration and operate from or after the first pay period on or after The agreement shall be for a nominal period of 12 months.

5. **RELATIONSHIP TO PRESENT AWARD**

It has been determined by the parties to this Enterprise agreement that the Agreement shall be read and interpreted wholly in conjunction with the Shop Employees (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.


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Employees (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**

The purpose of this agreement is to generally establish a more efficient system of operation by providing greater flexibility to working arrangements to suit the operational requirements of the company, employees and their customers.

8. **MEASURING PRODUCTIVITY IMPROVEMENTS**

a **WORK ORGANISATION:**

i. **Functional Flexibility**

Functional flexibility refers to redefining job descriptions by removing restrictive work practices.

- a. Drivers assist with training or correcting faults. Act as specialists in certain skill areas. Can be classified as *Team Leaders*
- b. Drivers undertake certain responsibilities currently performed by Supervisors.
- c. Supervisors undertake certain responsibilities currently performed by Yard / Area Managers
- d. Encourage functional flexibility *which promotes employees to be multiskilled*

ii. **Team Work**

Team work refers to an improvement in communication between management and the employees; by encouraging direct employee involvement in the work place.

- a. Introduction of quality driven skill teams, who's responsibility is to assist management/supervisory personnel with solving any issue of concern (trouble shooting).
- b. Broadbased participation of employees in planning, organising, directing and controlling.

"Management changes from directing and supervising to providing support, resources and leadership.

iii. **Organisational Restructuring**

- a. Introduce job function flexibility; similar to being multi-skilled. Capable of undertaking other tasks which are not related to mainstream line of work.

iv. **Quality Assurance**

- a. Quality assurance techniques seek to enhance quality and efficiency of the entire process from manufacturing to retail sales
- b. A quality conscious company expects all employees and teams to accept responsibility for providing a quality product and service.

"Do it right the first time" attitude!

"Leadership that is uncompromising in it's standards of acceptance"

v. **Continuous Improvement / Best Practice**

Continuous improvement / best practice focuses on sustaining improvements in productivity involving an on going monitoring and review approach, culminating in forwarding recommendations for change (CVS to BVS).

- a. Provide training to all staff to meet the standards as set by the company.
- b. Promote standardisation of all work procedures; performance can then be measured. Promotes effective evaluation.
- c. Continuous focus on improving productivity, ongoing monitoring and review, with recommendations for future enhancements.

[vi] **New Classification Structures**

- a. The variety and responsibility of tasks leads to a need of possessing multi skills. As such "*classification bands*" are introduced.
- b. Employees undertake training to advance to the next "*band*" with an associated increase in remuneration.

b **CONDITION OF EMPLOYMENT**

i **Hours Of Work**

- a. The ordinary hours of work shall not exceed forty [40] hours per week over the weekly roster cycle, with each shift not exceeding 10 hours. Span of ordinary hours should provide scope for provision of generating productivity without incurring shift penalties.
- b. The ordinary hours of work shall be worked over five [5] days Monday to Sunday with the commencing time of the ordinary hours from 5.00am or at other times as agreed between employee and employer.

ii **Overtime**

- a. All hours worked beyond the basic week of up to forty [40] hours shall be paid at the ordinary rate.

iii **Contract Of Employment**

- a. Provide for the introduction of, or increased flexibility in, the use of casual employees. Casual employment status for a period of 3 months offered to all new employees. At the completion of the three [3] month probationary period casual employees will be offered full time employment providing they successfully meet the standards required.
- b. In the case of *termination, change and redundancy*, parties are committed to consultation. In the case of an employee's actual performance is less than agreed or expected standards, the employee shall be counselled by his or her Supervisor

Where counselling does not result in performance to meet expected standards the following disciplinary procedure will apply.

• **First Instance**

Where an employee's performance is believed to fall short of expected required standards the employee shall be counselled to assist in meeting the agreed standards. A record of this interview will be kept in the employee's file.

• **Second Instance**

Where an employee's performance continues not to meet required standards he or she will be interviewed by Management and the Supervisor.

During the interview the employee shall be advised of the performance which is believed to be below standards required and the standards which are agreed to be met.

The employee shall be asked to explain any reasonable cause including personal difficulties for the below standard performance. If no reasonable explanation is provided the employee should be issued with a written warning detailing the facts discussed in the interview and the consequence of the unacceptable performance continuing.

- **Final Warning**

Where an employee's performance persists in falling below agreed standards in spite of counselling and warnings as detailed above, the employee will be further interviewed by Management and the Supervisor.

If the employee is not able to offer any reasonable explanation to the continuing below standard performance he or she will be issued with a final warning detailing the facts discussed in the Interview and advised that the consequences of continued below standard performance will be termination of employment without further warning.

The written final warning will lapse after six [6] months.

- **Instant Dismissal**

As outlined in the Policy and Procedures manual there are occasions when the warning system is not applicable in which instant dismissal is the appropriate procedure.

- c. **Dispute Procedure:** the procedure for the resolution of industrial disputation will be in accordance with Chapter 3, Section 185 of the NSW Industrial Relations Act 1991. These procedural steps are;

- **Procedure relating to a grievance of an individual employee:**

The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

Reasonable time limits must be allowed for discussion at each level of authority.

At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

Whilst a procedure is being followed, normal work must be continued.

The employee may be represented by an industrial organisation of employees.

If the matter remains unresolved, it shall be referred to the Industrial Relations Commission of NSW.

- **Procedures for a dispute between an employer and the employees**

A question, dispute or difficulty must be initially dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

Reasonable time limits must be allowed for discussion at each level of authority.

Whilst a procedure is being followed, normal work must be continued.




The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

If the matter remains unresolved, it shall be referred to the Industrial Relations Commission of NSW.

iv **Leave Arrangements**

a. **Sick Leave**

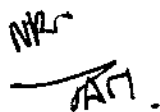
An employee unable to attend for work because of personal sickness or incapacity shall be entitled to be paid for the time of such non-attendance subject to the following:



- i An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to receive Workers Compensation.
- ii An employee shall not be entitled to paid sick leave during the first three [3] month probationary period but may claim and be paid a retrospective payment for such leave at the conclusion of the three [3] months probationary period; subject to supportive evidence.
- iii Notification to the Supervisor or other employer's nominated contact one [1] hour before the normal shift starting time, if sick leave is to be taken and paid for. Further a medical certificate would be required to cover any continuous absence of sick leave of two days or more.
- iv Employees shall not be entitled during the first year, of service to leave in excess of five [5] days.
- v Employees shall be entitled to eight [8] days sick leave in the second and subsequent year of service.
- vi After the taking of one [1] single day's absence in each calendar year and where the employee has a further one [1] single day or two [2] or more consecutive days absence due to sickness, a medical certificate shall be provided in order to support the claim for paid sick leave.
- vii If an employee has utilised all of his or her allocated sick days, and suffers from severe and extended illness or injury, the company will provide pay for the period of time the employee is unable to attend for duty, subject to satisfactory proof of illness or injury. This provision is only at the discretion of the company.
- viii Untaken sick leave each year will not be cumulative from year to year.
- ix Good Attendance Payment: On the pay period immediately following the employee's first and subsequent employment anniversary dates, the employee will receive a payment for good attendance based on the amount of unused sick leave such employee would have been entitled to claim during that particular year.



b. **Annual Leave**

- i. Annual leave entitlements will accrue in accordance with and be subject to the provisions of the NSW Holidays Act.
- ii. An employee shall be entitled to four [4] weeks annual leave at the completion of twelve [12] months continuous full time service.
- iii. In the case of *annual leave* the needs of the company and customers should be taken into consideration. As such annual leave entitlements for all employees shall be taken when the company ceases to operate for a designated period of time during the "Christmas" period.

c. **Other Leave**

Provisions are available which can be of mutual advantage to both the employee and the employer.

- i. **Parental Leave:** Time off work subject to the general provisions as set out in Chapter 2, Part 2, Division 3 of the NSW Industrial Relations Act 1991 for maternity, paternal and adoptive leave.
- ii. **Family Leave:** Time off work with pay may be taken by mutual arrangement, such time being offset against an annual leave entitlement.

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C. WORKING ENVIRONMENT

The **Working Environment** factor relates to issues which affect the day to day working environment. The following four variables will enhance productivity by way of acknowledging that these variables affect output, efficiency, fairness and moral.

i Consultative Mechanisms

- a. Creation of a mechanism for employees and management to deal with the real barriers to productivity improvements through effective communication.
- b. The establishment of consultative committees at various employee levels.
- c. A commitment by the employer to share information with employees, eg. short and long term planning, significant achievements, new product development, current business performance.

ii Strategies to Reduce Absenteeism

- a. The establishment of a mechanism to assist and counsel employees in overcoming problems which effect their work attendance.
- b. A commitment by the employer to examine stress and absenteeism with a view to identifying problem areas and developing appropriate strategies.

iii Occupational Health and Safety

- a. Appoint an OH&S Officer who's immediate role is to develop an OH&S policy.
- b. The policy will address the health and safety responsibilities of all levels of management, detail responsibilities of implementation, ensure finance is available to implement the agreement, and ensure all levels of management are aware of their responsibilities.
- c. The provision of a "company designated doctor" responsible for diagnosing all workplace accidents; provide annual medical check-ups.

[4] Equity

The provision within the agreement to address *Equal Employment Opportunity (EEO)* to deal with sexual harassment and the recognition of family responsibilities of workers.

- a. Detailing of guidelines for dealing with sexual harassment within the workplace.
- b. Provision for child care and the integration of work and family responsibilities.

d. **TRAINING AND SKILL INFORMATION**

i **Establishing Skill Related Career Paths**

- a. The provision of career paths is an important element in the quest to obtain an effective utilisation of labour. All employees are encouraged to follow a career path which is in line with their abilities and the requirements of the employer.
- b. The establishment of a broadbanded classification structure with the introduction of "stepping stones" across all departments with any potential promotion appointment.
- c. A commitment by the employer to encourage communication between it's employees to determine their aspirations in regards to career advancement and the appropriate training/development program required.
- d. A commitment by the employer to provide regular performance reviews and subsequently offer the appropriate training to address areas of deficiency. This can then lead to a performance based remuneration system.

ii **Skills Audits**

- a. In association with the above, a skills audit program will develop procedures to;
 - * Assess current levels of performance in relation to the skills required within the corresponding job specification.
 - * Identify a needs analysis and subsequent training requirements.
 - * Identify individual training requirements for the purpose of career pathing.

9. PERFORMANCE INDICATORS

i Cost Indicators

This factor relates to operating costs and direct unit labour costs.

- a. The measurement of costs may include consumable cost (cost of production and waste), capital cost (the van), management and supervision, maintenance/consumable costs (fuel, repairs, accidents, downtime etc)

ii Financial Performance Indicators

Measuring financial performance can be related to overall company performance in terms of income and/or profit; or, purely relating the same factors to individual operator performance.

iii Quality Indicators

Quality indicators could include the following;

- * Customer complaints, feedback
- * Product returns / waste
- * Stocktake accuracy
- * Adhering to work schedule
- * Personal presentation

10. THE REMUNERATION REWARD STRUCTURE

The remuneration reward structure in correlation to the above factors is identified as consisting of three categories:

- **STAFF GROUPING**
- **SPECIFIC PERFORMANCE INDICATORS**
- **REWARD ANALYSIS**

[1] **STAFF GROUPING**

The performance of staff will be determined in accordance with the overall performance of "The Yard" and not based on individual performance. The yards are identified as being;

- **The North Yard:** 105 Orchard Rd., Chester Hill NSW
- **The West Yard:** 105 Orchard Rd., Chester Hill NSW
- **The South Yard:** 52 -54 O'Dea Ave., Waterloo NSW
- **Gosford Yard:** 3/8 Dyer Cres. West Gosford NSW
- **Newcastle Yard:** 24 Mitchell Rd., Cardiff NSW

[2] **SPECIFIC PERFORMANCE INDICATORS**

The measurable performance indicators are identified as being:

1. **Gross Profit**
2. **Product waste**
3. **Attendance**
4. **Vehicular Accidents**

[3] **REWARD ANALYSIS**

Gross Profit: Where the gross profit of a yard is equal to, or exceeds 44% (forty four percent) of turnover in any full trading month, all employees of that yard shall be entitled to receive 3% (three percent) share of the calculated gross profit. The profit sharing shall be divided equally amongst all permanent full time driving personnel.

Waste Product: In the case of "Product Waste", (merchandise not suitable for re sale), being above \$25 (twenty five dollars) per van per trading day in any given month, the dollar value of product waste above this average shall be deducted from the overall sales gross profit and 3% (3 percent) of the net balance shall be distributed equally.

Attendance: In the case of 2 (two) drivers being absent from work for a full, or part there of, any given day during a monthly trading period, the yard shall forfeit all profit share

in that given month. This does not apply to absenteeism due to annual leave or bereavement leave.

Vehicular Accidents:

In the case of any 1 (one) vehicular accident deemed to be the full or part fault of the van operator, \$2000 or the cost of repairs, whichever is the highest shall be deducted from the available profit share.

In the case of 2 (two) accidents in the same yard in the same given month all profit sharing for that particular month shall be forfeited.

Should the cost of repairs exceed the profit share in any given accident(s), the balance of the cost of repairs shall be deducted from the following month's entitlements until such time that all costs relating to the accident(s) have been recovered. Costs include repairs, down time, loss of income, insurance excess, temporary replacement vehicle costs etc.

CREDITS:

Where any credits are outstanding on the 1st July, or the 20th December, the amount outstanding shall be deducted from the available profit share, until all outstanding credits have been accounted for.

**PAYMENT
SCHEDULE:**

The payment schedule for profit sharing shall be paid 1 (one) month in arrears.

ii **Classification Bands**

All permanent employees (and casual employees who will be paid a 15% casual loading on the hourly rate) will be aligned to pre determined Classification Bands. Each band is characterised by degrees of Multi-skilling, Functional Flexibility and/or Tenure. The Classification Bands will be known as:

- BAND 1
- BAND 2
- BAND 3
- BAND 4

BAND 1 Refers to all employees who engage in the sole activity of operating a lunch van with average weekly turnover over a full trading month is less than:

\$5000: North, South and West Yards
\$3000: Gosford and Newcastle

The base wage for a Band 1 operator shall be at the Award Hourly Rate paid weekly.

BAND 2 Refers to all employees who have attained 2 (two) or more years continual tenure with the Harding Corporation.

The base wage for a Band 2 operator with 2 years service shall be at the Award Hourly Rate plus \$50 (fifty dollars) gross per week paid weekly

For completion of every subsequent year of service after 2 (two) years the employee shall receive an additional \$15 (fifteen dollars) gross per week paid weekly.

BAND 3: Refers to all employees who engage in the daily routine related to operating a lunch van in which;

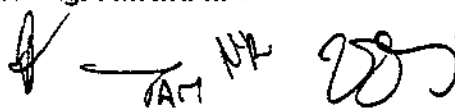
Average weekly turnover over a full month trading period is above \$5000 (five thousand dollars):Applicable to the North, South and West Yards

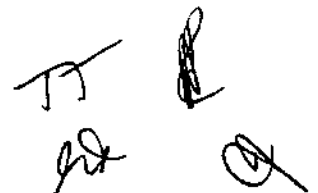
Average weekly turnover over a full month trading period is above \$3000 (three thousand dollars):Applicable to Gosford and Newcastle

or

- Is an accredited Harding Corporation Trainer and engages in the activity of training new van personnel.

or





- Is an accredited Team Leader who assist their superiors in assuming control of various aspects of the operation

The base wage for a Band 3 operator shall be at the Award Hourly Rate plus \$75 (seventy five dollars) gross per week.

PAYMENT SCHEDULE: The payment schedule for Band 3 shall be 1 (one) month in arrears.

BAND 4: Refers to all employees who engage in the daily routine to operating a lunch van in which:

Average weekly turnover is over \$5,000 (five thousand dollars) over a full month trading period: Applicable to the North, South and West Yards.

Average weekly turnover is over \$3000 (three thousand dollars) over a full month trading period: Applicable to Gosford and Newcastle.

AND

- Have attained more than 2 (two) years continual tenure with the Harding Corporation.

OR

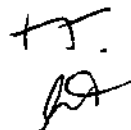
- Where the average weekly gross profit over a full month trading period is above 44% (forty four percent).

The base wage for a Band 4 operator shall be at the Award Hourly Rate plus \$125 (one hundred and twenty five dollars) gross per week

PAYMENT SCHEDULE: The payment schedule for Band 4 shall be 1 (one) month in arrears



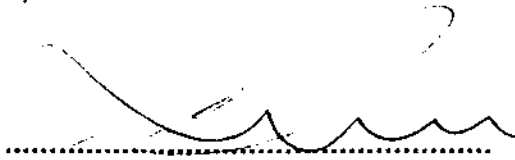
TAM



11 SIGNATORIES TO AGREEMENT

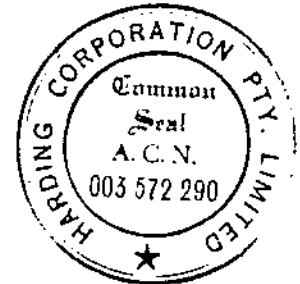
Signed on behalf of the **HARDING CORPORATION PTY LTD**
(A.C.N. 003 572 416).

Signed



Signed





Witnessed by:

Date: 13/7/95

Signed by the **STEERING COMMITTEE OF THE HARDING CORPORATION**

Signed:

Nancy Rooze

Date:

14.7.95

Name & Classification: Nancy Rooze - Gosford

Signed:

Joanne Collins

Date:

14.7.95

Name & Classification: Joanne Collins - Newcastle

Signed:

Tracey Moses

Date:

17.7.95

Name & Classification: Tracey Moses - North Yard

Signed:

Cheryl Condon

Date:

17.7.95

Name & Classification: Cheryl Condon - North Yard

Signed:

Anna Russo

Date:

18.7.95

Name & Classification: Anna Russo - West Yard

Signed: [Signature]

Date: 11-7-95

Name & Classification: Tammy Taylor - West Yard

Signed: [Signature]

Date: 10-7-95

Name & Classification: Venessa Parry - South Yard

Signed: [Signature]

Date: 10-7-95

Name & Classification: Nicole Landsberry - South Yard