

ENTERPRISE AGREEMENT

NO: E.A. 149 /1996

DATE REGISTERED: 31-8-96

PRICE: \$ 10-00

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1991

PART 3 DIVISION 2 - REGISTRATION OF ENTERPRISE AGREEMENT

NESTLE AUSTRALIA LIMITED

AND

THE NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

THIS AGREEMENT made in pursuance of the Industrial Relations Act 1991 this 4th day of DECEMBER 1995 between Nestle Australia Limited (hereinafter referred to as "the Company") and the National Union of Workers New South Wales Branch, (hereinafter referred to as "the Union) witnesseth that it is hereby mutually agreed as follows:

1. APPLICATION OF AGREEMENT

1.1 Parties Bound

This Agreement is binding on the Company and the Union and the Employees of the Company employed in classifications covered by this Agreement.

1.2 Scope and Coverage of Enterprise Agreement

This Agreement shall apply to Storepersons employed by the Company located at 277-289 Woodpark Road, Smithfield, New South Wales and engaged in connection with the warehousing and distribution of food and related products.

1.3 Relationship to Parent Awards

1) This Agreement shall be read and interpreted wholly in conjunction with the following parent award:

... Storeman and Packers General (State) Award.

2) To the extent of any inconsistency between this Enterprise Agreement and the parent awards this Enterprise Agreement shall prevail.

1.4 Posting of Enterprise Agreement

The Company shall exhibit a true copy of this Enterprise Agreement in a conspicuous place or places on the premises so as to be easily read by the employees. The Company shall ensure that prior to the engagement of employees subsequent to the registration of this Enterprise Agreement, all new employees will be supplied with a true copy of this Enterprise Agreement.

2. DATE OF OPERATION AND LIFE OF AGREEMENT

This Agreement shall operate from the date of registration and shall continue until 4 December 1997.

3. GRIEVANCE AND DISPUTES PROCEDURE

3.1 The procedure for this Agreement shall be that appearing in the parent award.

4. INTRODUCTION OF SHIFT WORK

4.1 An afternoon shift is to be introduced within two weeks of the signing of this Agreement and following the Company's conducting an information session for employees on the operation of afternoon shift.

4.2. The shift shall be of 7.6 hours' duration, inclusive of a 20 minute paid crib break, and ordinary hours for the shift will cease at 10.30 p.m., Monday to Friday.

4.3 The shift shall be crewed by volunteers to work permanent afternoon shift in the first instance. Positions not filled by this method shall be filled by way of an agreed roster.

4.3.1. The shift crew shall comprise one (1) slip sheet operator with the remainder qualified to operate forklift trucks.

4.3.2 People who are interested in working afternoon shift but who do not possess the necessary skills may be trained during day work hours to acquire such skills.

4.4 The crew shall be arranged, as far as possible, so as to enable employees to car pool as necessary.

5. KEY PERFORMANCE INDICATORS

5.1 A consultative committee comprising representatives of employees and management shall:

5.1.1 Ensure KPI's take into account those factors over which warehouse employees have control.

5.1.2 Monitor those KPI's on a regular (i.e. at least monthly) basis.

5.1.3 Investigate reasons for trends so that positive trends can be developed and negative trends eliminated.

6. IMPORT CONTAINER UNLOADING

It is agreed that employees will achieve a maximum turn around time of one hour when unloading an import container.

7. CO-OPERATION BETWEEN WAREHOUSE AND OFFICE

It is agreed that employees will work to procedures which achieve improvements in productivity through co-operation between warehouse and office employees.

8. WAGE INCREASES

8.1 Wage increases shall be available during the period of this Agreement in accordance with the following timetable:

8.1.1 A 6% increase when the Agreement is signed.

8.1.2 A further 3% increase 12 months from the date on which the Agreement is signed.

8.1.3 A further 3% increase 18 months from the date on which the Agreement is signed provided that the KPI's as agreed and reviewed by the Consultative Committee show a positive movement.

8.2 The new rates of pay are to be paid in the first pay period following registration of this Agreement in respect of the period between the date on which the Agreement is signed and the date of registration.

9. SUBSEQUENT CERTIFIED AGREEMENT

The parties to this Agreement commit to commence negotiations over the review of this agreement 3 months prior to the expiration of this agreement.

10. STATEMENT REGARDING DURESS

The parties agree that this Agreement:

10.1 is not contrary to the public interest

10.2 is not unfair, harsh or unconscionable

10.3 was at no stage entered into under duress and

10.4 reflects the interests and desires of the parties.

SIGNED FOR AND ON BEHALF OF:

Nestle Australia Limited

[Signature]

Date

14.3.96

Witness

[Signature] 14/3/96

National Union of Workers
~~W~~ Branch)

[Signature]

New South Wales Branch

Date

14/2/96

Witness

[Signature]

NESSMITH.EA