

ENTERPRISE AGREEMENT

NO: E.A. 189 /1996

DATE REGISTERED: 1-7-96

PRICE: \$ 14-00

An Enterprise Agreement, made in pursuance of the New South Wales Industrial Relations Act, entered into between;

Serco Australia Pty Limited

of

**90 Arthur Street, North Sydney NSW 2060
of the one part**

and

National Union of Workers

of

**3 Bridge Street, Granville NSW 2142
of the other part**

at

**The "Q" Stores, Commercial Services Group, situated at
Alexandria NSW 2015 with the following occupations:**

- (a) Storekeeping**
- (b) Clerical**
- (c) Driving (Fork Lifts)**
- (d) General Hands**
- (e) Associated functions.**

It is agreed by the Parties as follows:

1. Title

This Agreement shall be known as the "Serco Australia (Q Stores NSW) Enterprise Agreement - 1995.

2. Arrangement

1. Title
2. Arrangement
3. Introduction
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14. Avoidance of disputes procedure
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3. Introduction

This Agreement shall only apply to employees in the occupations specified herein, situated at Alexandria, New South Wales.

4. Duress

This Agreement was not entered into under duress by either party.

5. Incidence

This Agreement shall partially regulate the terms and conditions of employment previously regulated by the Storemen and Packers (General) State Award.

Apart from clauses specified in this Agreement all other clauses of the Award shall apply.

6. Commitment

- (a) This Agreement gives effect to the intention of the parties to establish significant improvement in efficiency and performance. The improvements will be achieved through improved workplace relations and employment practices to ensure major benefits to the customer, the company, employees and the community generally.
- (b) There will be increased emphasis upon team work and flexible working arrangements to enhance performance resulting from a highly motivated, productive and multi-skilled workforce.

- (c) A training program will be introduced to improve skill levels and encourage greater responsibility and job satisfaction and ascension through the classification and/or grading structure due to vacancies. All positions must be advertised.

7. Union Management Co-Operation

- (a) The union recognises its responsibilities as the representative of employees, and realises in order to provide maximum opportunity for continuing employment and good working conditions, the company must function effectively.

The union will co-operate with the employer in attaining maximum efficiency and customer satisfaction.

- (b) It is the intention of both the union and employer, wherever possible, to resolve issues likely to cause a dispute at site level.
- (c) There will be no restrictions on the utilisation and transfer of employees. It is recognised that flexible working arrangements are essential to efficient operations and an employee will perform any functions as required, provided such employee is qualified and competent to work the task.

8. Hours of work and meal breaks

- (a) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the times of 6.30am and 6.00pm.
- (b) Once having fixed the time for commencing and ceasing work it shall not be altered without at least seven days' notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the commencing time may be varied to an earlier time.
- (c) An unpaid meal break of 30 minutes between the times of noon and 1.00pm shall apply.

9. Supervisory staff

- (a) It is understood that a supervisor has a primary function of supervisor in his or her area of control and other associated functions. In this regard a supervisor will predominantly perform supervisory duties.
- (b) Supervisors may perform duties of a hands-on nature in extenuating circumstances and common sense is to prevail. At all times the supervisors will advise their intentions to the union delegates and a consensus must be reached.


10. Wage payments

the payment of salary or wages will be made each fortnight by electronic funds transfer (EFT) direct to the employee's nominated bank account or other financial institution.

11. Wage increases

A wage increase of \$14.50 per week shall take effect on and from the date of registration of this Agreement. Employees covered by this agreement at date of registration will be paid the rate of pay from 1 January 1996 or the date of employment, whichever is the later. A further increase of \$15.00 per week shall apply from 1 January 1997.

The increase provided in this clause will be applied to an employee's ordinary rate of pay. The ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary pay rate after the increase for each employee party to this agreement is recorded in a written form in the wages record of the Company which will be maintained at the Company's office. A new employee's ordinary pay will be at a minimum the prevailing site rate (award rate plus overaward payment including wage increases).

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12. Part time employees

Part time employees may be engaged who may work a set number of hours each week. The minimum number of hours being 12 per week and the maximum number of hours being 36 per week.

13. 19 day work cycle

Each employee shall work eight hours per day during a 19 day work cycle which will accumulate a credit of .4 of an hour each day to provide a day off.

There shall be a maximum number of twelve days rostered off per annum. Where an employee is absent on paid sick leave or being off work on a public holiday the daily credits for a rostered day off will continue to accumulate.

Rostered day off credits will not accumulate where an employee is on annual leave or absent on unpaid sick leave.

14. Avoidance of disputes procedure

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Award shall be in accordance with the following procedural steps.

(i) Procedure relating to a grievance of an individual employee:

- (a) The employee shall 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.
- (b) The 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.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (f) The employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

(ii) Disputes between an employer and employees

In the event of a question, dispute or difficulty arising:-

- (a) The matter shall be first raised with the Supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and representatives of management.

- (c) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management. If necessary, the State Secretary of the Union and the relevant Employer Association may also be involved in discussions at this stage.
- (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
- (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay should be avoided.
- (f) While the procedure is being followed, normal work will continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

15. Disciplinary procedure

It is intended that disciplinary measures, for other than an action that could lead to summary dismissal in accordance with clause 7 of the Award should be of a corrective nature.

Disciplinary measures will also ensure:

- (a) Disciplinary procedures will be handled speedily, equitably and reasonably.
- (b) The procedure is equally in the interest of both the employee and the company.
- (c) Time limitations will be incorporated to encourage corrective implementation.


An employee being disciplined shall have the right to be accompanied by a union delegate, fellow employee or union officer.

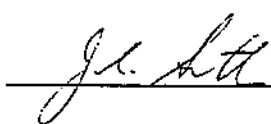
16. Term of agreement

This Agreement shall operate from the date of registration and shall effectively expire on 1 ~~June~~ ^{JULY} 1997 unless varied or terminated by the provisions provided by the Act.

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Signed for and on behalf of
SERCO AUSTRALIA PTY LIMITED

Name:  CHRISTOPHER BOWMAN

Witness:  JEFFERY SMITH



Signed for and on behalf of
THE NATIONAL UNION OF WORKERS

Name: FRANK BELAN 

Witness: 