

# ENTERPRISE AGREEMENT

NO: E.A. 234 /1996

DATE REGISTERED: 12-8-96

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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**

**PENRICE GLEBE ISLAND**

**ENTERPRISE AGREEMENT**

**MARCH, 1996**

THIS ENTERPRISE AGREEMENT is between:

PENRICE SODA PRODUCTS PROPRIETARY LIMITED

and

THE NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

**1. TITLE**

This certified Agreement shall be known as the Penrice Glebe Island Enterprise Agreement, NSW 1995.

**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 and the new classification GC6 Distribution Co-ordinator/Advanced Electrical Mechanical Co-ordinator.

**4. PARTIES BOUND**

This Agreement shall be binding upon:

- (a) Penrice Soda Products Pty Ltd
- (b) The National Union of Workers, New South Wales Branch.

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## 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 date of registration and operate from the first full pay period 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. It is the intention of the parties to negotiate a new Agreement by the end of March 1997 to supersede this Agreement

## 7. RELATIONSHIP OF PARENT AGREEMENT

This 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 parent 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.

Principles that have been agreed to and are ongoing 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.

## 9. TRAINING & DEVELOPMENT

Where training is required by the company, the company will meet all expenses in obtaining it. People employed under this Agreement will undertake all training required by the company which is within the skill and competence of the individual and requirements.

Where practicable, training will be held on site during work hours and result in transferable skills.

No person will be obliged to undertake training outside of their normal working hours.

## 10. 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 of Enterprise Agreement EA82/94 there has been a number of work changes which have meant real and demonstrable gains in productivity, efficiency and flexibility.

This has included:

- Removing and replacing of silo doors as required for efficient draining for quality control
- Removing and replacing cyclone doors to enable cleaning and maintenance to be carried out
- Assist with the inspections of No. 4 and No. 7 bucket elevators
- Remove, replace and service screens. Also repair frames and mesh etc. as needed
- Assist with replacement of airslides
- Assist with repair and replacement of socks in gantry and dust extractors
- Assist with inspections on all conveyors
- Assist with inspection on augur and removal of inspection covers

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

This commitment translates to co-operation, 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 implementing the following work change practices. Discussions regarding additional work place reform will be embraced by all parties.

Demarcations will be removed that unreasonably restrict people from working to the limit of their skills and competency. Training will be supported to develop appropriate competencies to ensure the job or task is able to be performed legally, safely and with due consideration of environmental issues.

## 11. WAGE INCREASES

All employees party to this Agreement will be granted a 4% wage increase effective from the first complete pay period following registration of this Agreement. Classification GC6 is a new classification and this occupation is attached as Appendix 1.

Classification	Title	Current Rate/wk \$	New Agreed Rate/wk \$
GC1	Distribution Trainee	493.20	\$512.93
GC2	Distribution - Level 1	515.30	\$535.91
GC3	Distribution Operator	538.30	\$559.83
GC4	Distrib Controller 1	558.90	\$581.26
GC5	Distrib Controller 2	579.50	\$602.68
GC6	Distrib Co-ordinator/ Advcd Elec/Mech Co-ord	600.10	\$624.10

## 12. SETTLEMENT OF GRIEVANCES AND 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.

Any employee with a particular grievance should seek resolution by discussion with the company representative appointed for this purpose at Glebe Island. If unresolved the employee together with the Shop Steward should seek a resolution with the Company representative.

Failing settlement at this level between the Company and the Shop Steward on the job, the Shop Steward shall refer the grievance within 24 hours to the Union Organiser who will take the matter up with the Company representative at Glebe Island.

All efforts shall be made by the Company and the Union Organiser to settle the matter, but failing settlement the Union Organiser shall refer the grievance to the Union Secretary who shall take the matter up the Industrial Relations Officer of the Company.

During the discussions, the status quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the grievance being raised.

At any time, either party shall have the right to notify the grievance to the Industrial Registrar.

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

**13. NO FURTHER CLAIMS COMMITMENT**

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

**14. REVIEW PROCESS**

All parties to this Agreement recognise that the success of Enterprise Bargaining and this Agreement is dependant upon a shared commitment to discuss, develop and implement items and changes in a fair and responsible manner.

Reviews will take place by the parties every 4 months.

Renegotiation of this Agreement will commence 9 months after certification.

**15. SIGNATORIES**

Signed on behalf of Penrice Soda Products Pty Ltd in the presence of:

\_\_\_\_\_ Witness \_\_\_\_\_ Company Representative \_\_\_\_\_ Date

Signed for and on behalf of National Union of Workers NSW Branch in the Presence of:

\_\_\_\_\_ Witness \_\_\_\_\_ Official \_\_\_\_\_ Date

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14. REVIEW PROCESS

All parties to this Agreement recognise that the success of Enterprise Bargaining and this Agreement is dependant upon a shared commitment to discuss, develop and implement items and changes in a fair and responsible manner.

Reviews will take place by the parties every 4 months.

Renegotiation of this Agreement will commence 9 months after certification.

15. SIGNATORIES

Signed on behalf of Penrice Soda Products Pty Ltd in the presence of:

<i>Graeme Gaunt</i>	<i>R. Huntson</i>	6/3/96	
<i>Graeme Gaunt</i>	<i>Grant Lynn Thomas</i>		
<i>Rind Zabat</i>	<i>Graeme Gaunt</i>	4/3/96	
_____	_____	_____	
Witness	Company Representative	Date	

Signed for and on behalf of National Union of Workers NSW Branch in the Presence of:

		8/3/96	
_____	_____	_____	
Witness	Official	Date	



APPENDIX 1.

GC6 – Distribution Co-ordinator/Advanced Electrical/Mechanical Co-ordinator.

Employees at this level undertake semi-manageial responsibilities and perform duties involving broad discretion and judgement to their level of training and skills. This level is one where semi-manageial tasks may be performed in support of the site administrative personnel.

Indicative of the tasks which an employee at this level may perform are as set out for the previous levels and:

- monitoring task performance against set programme objectives (e.g. bagging rates)
- responsibility for the quality of tasks performed by the team and collator of ideas for improvement
- overall control on the accuracy and timing of test sampling by the team to ensure consistency
- capable of relieving the Dispatch Clerk if required and to assume temporary control of the terminal in the absence of the Dispatch Clerk and Site superintendent
- monitors the timely and accurate completion of all documentation compiled by the team
- responsibility for the overall maintenance of the plant and to assume responsibilities under direction from the site Superintendent for co-ordination of others performing maintenance tasks

The number of employees at this level will be determined by the Company in accordance with the needs of the business.

In performing these duties, the employee works under limited supervision and is required to have basic mechanical knowledge and skills. In addition, the incumbent will have fault finding and very good decision making skills.

Employees at this level will exercise very good interpersonal, communication and leadership skills along with the ability to develop and maintain very good safe working practices.

The employee will have a very good knowledge of the terminal operations as well as good keyboard skills.

An employee at this level is responsible for the quality of his/her own work and performs quality check on the work of others.