

ENTERPRISE AGREEMENT

NO: E.A. 75 /1996

DATE REGISTERED: 7-2-96

PRICE: \$ 16-00



**ROTHMANS OF PALL MALL (AUST) LIMITED
(SMITHFIELD WAREHOUSE EMPLOYEES)
Enterprise Agreement 1995**

1. TITLE

This Enterprise Agreement Shall Be Known as the Rothmans of Pall Mall (Australia) Limited (Smithfield Warehouse Employees) Enterprise Agreement 1995 .

2. ARRANGEMENT

<u>Clause</u>	<u>Subject Matter</u>	<u>Page</u>
1	Title	2
2	Arrangement	2
3	Definitions	3
4	Interpretation	3
5	Scope and Parties Bound	3
6	Date and Period of Operation	3
7	Substitution of Rostered Days Off	3
8	Company Issued Uniforms	4
9	Redundancy	4
10	Unloading of Pantechs and Shipping Containers	4
11	Meal Allowance	4
12	Sail Rail Cleaning	4
13	Overtime	4
14	Day Shift Start Time	4
15	Maintenance Practices	5
16	Labour Flexibility	5
17	Payment of Wages	6
18	Hours of Work	6
19	Afternoon Tea Break	6
20	Future Discussions	6
21	Sick Leave	7
22	Wage Rates	7
23	Disputes Settlement Procedure	7
24	No Extra Claims	7
25	Declaration	8

3. DEFINITIONS

In this Enterprise Agreement:-

- "Award" means the Storeman and Packers Bond and Free Stores (State) Award.
- "The Company" means Rothmans of Pall Mall (Australia) Limited.
- "Employees" means Warehouse employees of the Company employed at the Company's Smithfield site located at 17 Jumal Place Smithfield in the State of New South Wales.
- "The Enterprise" means the Company's Warehouse operations located at 17 Jumal Place Smithfield in the State of New South Wales.
- "Union" means the National Union of Workers (New South Wales Branch).

4. INTERPRETATION

This Enterprise Agreement shall be read in conjunction with the Storeman and Packers Bond and Free Stores (State) Award. Where there is any inconsistency between this Enterprise Agreement and the Award, this Enterprise agreement shall prevail to the extent of any inconsistency.

5. SCOPE AND PARTIES BOUND

- 5.1 This Enterprise Agreement prescribes the conditions of employment for Warehouse employees employed at the Company's enterprise.
- 5.2 The parties bound by this Enterprise Agreement are:-
- (a) the Company
 - (b) the Union
 - (c) the Employees

6. DATE AND PERIOD OF OPERATION

- 6.1 This Enterprise Agreement shall operate from date of registration for a period of 12 months.

7. SUBSTITUTION OF ROSTERED DAYS OFF

By mutual agreement between management and the employee, rostered days off may be swapped or taken at other times provided there is prior approval. Generally there will be no banking of rostered days off.

8. COMPANY ISSUED UNIFORMS

The parties agree that the Company will issue uniforms to employees on a biennial basis. Provided that safety footwear and torn or damaged items will be replaced on a one for one basis, as necessary.

9. REDUNDANCY

In circumstances where warehouse positions at the Enterprise are redundant, the Company will first ask for volunteers for redundancy. If there are insufficient volunteers, selection for redundancy will be based on skills and work performance only, and will not be based on "Last On First Off". That is, where there are insufficient volunteers, the Company may retain those employees for remaining positions, with the most appropriate skills and the best track record of performance.

10. UNLOADING OF PANTECHS AND SHIPPING CONTAINERS

The loading and unloading of Pantechs and Shipping Containers maybe reduced to a three person function.

11. MEAL ALLOWANCE

In addition to normal meal allowance entitlements, an employee who works overtime at the direction of management of more than one hour prior to their normal commencing time, will receive a meal allowance of \$6.80.

12. SAIL RAIL CLEANING

By mutual agreement, an individual employee with appropriate training may be engaged in Sail Rail cleaning duties. Management and the employee will ensure strict safety standards are met, which includes the use of a safety harness.

13. OVERTIME

Employees shall give full shift support to overtime during periods of sales pushes, pre-excite rises and/or any other emergencies which may arise from time to time, that would necessitate full shift participation.

14. DAY SHIFT START TIME -

The existing start time for day shift of 6:00am will continue.

15. MAINTENANCE PRACTICES

Minor maintenance work will be undertaken by employees including:

- 15.1 A clean as you go policy. All employees agree to clean any work areas on an ongoing basis as they carry out their normal duties throughout the day.
- 15.2 Employees agree to assemble and/or dismantle pallet racking as required in the course of their normal duties. Employees also agree to undertake the removal of furniture as required.
- 15.3 The painting and general maintenance of premises surrounds and fixtures will be undertaken by employees as required, and become part of normal employment activities.

16. LABOUR FLEXIBILITY

The parties to this Enterprise Agreement acknowledge the following commitments:

- 16.1 The Company will only use agency casuals where replacement labour is required at short notice to cover sickness, leave, RDOs, terminations or other unforeseen circumstances by consultation and agreement between management and the union delegate.
- 16.2 The Company is allowed to engage casuals in excess of a ratio of 15% casuals to permanent employees, provided that the ratio of casuals to permanent employees is not unreasonable.
- 16.3 Full flexibility of labour disposition applies. No demarcation will exist between staff and union members, and the parties agree that union members and staff may "share" tasks.
- 16.4 Employees maybe directed to load and unload vending division's of vending machines.
- 16.5 Agency casuals maybe used by the Company up to a maximum of 32 hours per week. If an agency casual is required to work more than 32 hours per week, overtime will offered to existing employees. If their are not sufficient existing employees to cover the additional time, the work beyond 32 hours a week will be offered to agency casuals. The primary purpose for engaging agency casuals will be for the loading and unloading of vehicles.
- 16.6 Where there are insufficient employees to cover afternoon shift, the Company may either:
 - (a) transfer existing day shift Grade 5 employees to afternoon shift by:
 - (i) firstly asking for volunteers.
 - (ii) where there are insufficient volunteers, the Company may transfer those employees with the least amount of service by providing at least 24 hours notice to the employee: or
 - (b) offer overtime to existing Grade 5 day shift employees.

17. PAYMENT OF WAGES

Wages are to be paid by Electronic Funds Transfer (E.F.T.) on the Thursday of each pay week. Changes to this form of payment maybe made to accommodate unusual situations or circumstances. A one off payment for charges arising from EFT will be made to employees each year.

18. HOURS OF WORK

18.1 Smithfield employees shall work a thirty six hour week on the following basis:

- (a) employees shall work eight hours ordinary time per day,
- (b) employees will have a rostered day off work every two weeks,
- (c) this rostered day off will be 'rolling'. The pattern of rostered days off will be Monday, Wednesday, Friday, Tuesday and Thursday,
- (d) by mutual agreement between management, the Union and the majority of employees, a different method of working the thirty six hour week may be implemented.

18.2 Within the span of hours in the award, start and finish times will be determined on an individual basis to meet business needs. As is the current practice, alteration to an employee's normal working hours maybe made without any requirement to give notice.

19. AFTERNOON TEA BREAK

The parties agree that the afternoon tea break has been absorbed into the morning tea break.

20. FUTURE DISCUSSIONS

The parties to this Enterprise Agreement:

- (a) acknowledge that the agreement reflected in this Enterprise Agreement (including the agreement to establish a thirty six hour week at the Enterprise) has been reached only as a result of an analysis of the specific factors which influence the operation of the Enterprise;
- (b) agree that the Enterprise is a single, separate and specific enterprise for the purposes of employee relations and that the parties will not seek to refer to another Company site or enterprise for the purpose of progressing or obtaining similar or like arrangements or benefits at the Enterprise as those which exist at other Company sites or enterprises;
- (c) undertake that the terms of this Enterprise Agreement will not be used to progress or obtain similar or like arrangements or benefits in any other enterprise or division of the Company;
- (d) agree that it will be a precondition of any subsequent award or agreement relating to the Enterprise that such award or agreement include terms to the effect of those set out in clauses 20(b) and 20(c) of this Enterprise Agreement.

21. SICK LEAVE

On the anniversary of appointment to the Company, an employee may request payment at the ordinary rate for sick leave which has been accrued for that year but which has not been taken, provided that the employee retains at least ten days accumulated sick leave

22. WAGE RATES

22.1 The following weekly base rates of pay will apply effective from the date of registration:

		(hourly rate)
Storeworker Grade 1	\$472.60	\$13.12
Storeworker Grade 2	\$491.64	\$13.66
Storeworker Grade 3	\$499.86	\$13.88
Storeworker Grade 4	\$523.93	\$14.55
Storeworker Grade 5	\$541.00	\$15.02

22.2 With respect to overtime payments, the Award penalty rates shall be applied to an employee's ordinary hourly rate of pay.

22.3 Where an employee is in receipt of an over award payment, this shall include payment for all Award allowances except First Aid and Meal Allowances.

23. DISPUTES SETTLEMENT PROCEDURE

Any dispute arising out of employment shall be referred by the Shop Steward to the Company representative appointed for this purpose.

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

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 dispute to the Union Secretary and the Company shall refer the dispute to its Employer Association and the Union Secretary shall take the matter up with the Employer Association.

During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

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

24. NO EXTRA CLAIMS

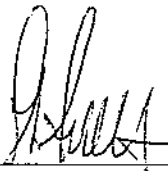
24.1 During the life of this Enterprise Agreement, there shall be no extra claims except as consistent with the Enterprise Agreement itself and/or State Wage Case principles.

24.2 Subject to sec 125 of the Industrial Relations Act 1991 as amended, the parties to this Enterprise Agreement will commence negotiations in respect of the Enterprise no later than 31 March 1996 with the intention by consent to have reached a new or varied agreement by 1 June 1996.

25. DECLARATION

The content of this Enterprise Agreement has been canvassed with all parties. All parties are entering into this Enterprise Agreement with full knowledge as to the content and effect of the document. The parties declare that this Enterprise Agreement:

- (a) is not contrary to the public interest; and
- (b) is not unfair, harsh or unconscionable; and
- (c) was at no stage entered into under duress; and
- (d) reflects the interests and desires of all parties.



18-12-95

Signed for and on behalf of
Rothmans of Pall Mall (Aust) Limited

Date



18-12-95

Signed for and on behalf of
the National Union of Workers
(New South Wales Branch)

Date