

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/179

TITLE: Oswalds Pty Ltd Enterprise Agreement 2001

I.R.C. NO: 2001/2771

DATE APPROVED/COMMENCEMENT: 27 April 2001/24 August 2000

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/226

GAZETTAL REFERENCE: 8 June 2001

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged as storeman and packers and required to carry out the duties of receiving, checking, counting and the dispatching of goods generally as required of a storeman and packer

PARTIES: Oswalds Pty Ltd -&- National Union of Workers, New South Wales Branch.



ENTERPRISE AGREEMENT – 2000

BETWEEN

OSWALDS PTY. LTD.

[ABN: 6000 0010 499]

AND

**THE NATIONAL UNION OF WORKERS, NSW
BRANCH**

1. ARRANGEMENT

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2001
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2. INCIDENCE AND PARTIES BOUND

2.1 Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 2, Division 1, of the New South Wales Industrial Relations Act, 1996, No. 17, entered into between Oswalds Pty. Ltd. and employees working in the Depot and Bond Stores represented by the National Union of Workers.

2.2 The Enterprise: The enterprise for which the agreement has been reached without duress is located at 1 Hale Street, Botany, New South Wales, 2019.

2.3 The Occupations: This Enterprise Agreement relates to all award classifications for employees classified as storemen and packers, and required to carry out the duties of receiving, checking, counting and the dispatching of goods, generally as required of a storeman and packer.

3. TERM OF AGREEMENT

3.1 This Agreement replaces the Enterprise Agreement ending on 23 August 2000. *

3.2 This Agreement shall take effect from the date of registration, and operate from 24 August 2000. The Agreement shall be for a nominal term until 23 August 2002.

3.3 Commencing from 1 July 2002, the parties to this Agreement acknowledges the need to commence negotiations leading to a replacement Agreement, this with the express object of reaching a mutually acceptable conclusion prior to the end of the nominal term of the Agreement.

4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this enterprise agreement that it shall be read and interpreted wholly in conjunction with the Storemen and Packers, Bond and Free Stores (State) Award, and that if there should be any inconsistency, the terms of this enterprise agreement shall take precedent.



5. PURPOSE OF AGREEMENT

In return for the phasing-in of incremental wage increases, employees undertake to increase their overall efficiency in the workplace and to observe agreed operational changes and multi-skilling, together with their contribution to the general efficiency and profitability of the employer, enabling long-term employment prospects for employees.

The parties are jointly committed to meeting and exceeding Occupational, Health, Safety and Environmental regulations and standards.

6. HOURS OF WORK AND MEAL BREAKS

- 6.1 The usual ordinary hours of work shall be 8 hours per day from 7.00am to 3.30pm, Monday to Friday, less the paid morning tea meal break.

Should the employer seek to vary the starting and finishing times of ordinary hours between an hours spread of 6.00am to 6.00pm to satisfy a change in customer requirements, the change shall be by 7 days notice being given to affected employees, or by mutual agreement between the employer and the employees.

- 6.2 Employees are expected to be appropriately dressed, and at the workplace at starting time, and remain in such work clothes until the conclusion of their daily work period.

- 6.3 Meal times will be:

Morning Tea	10.00am to 10.20am
Lunch	12.30pm to 1.00pm

- 6.4 Employees party to this agreement, undertake that if they are in the process of either unloading or loading trucks at the actual time of the commencement of meal times nominated in sub-clause 6.2 herein, the loading or unloading process will continue until completed, at which time, the employee/s will commence their respective meal break. Such time delay will be without the payment of a penalty allowance.

- 6.4 Work after the official ending time, is paid to the full next half-hour.



7. ATTENDANCE RECORDING

Arrangements may be made during the term of this Agreement for an attendance recorder to be installed at a convenient location near the Administrative Building. For administrative, payroll security and safety purposes, employees may be required to record times when entering and leaving the premises. A project providing for an improved timekeeping system and associated payroll system, continues as a project under review.

8. ROSTERED DAY OFF

Employees who are party to this agreement acknowledge the need to be flexible in the taking of Rostered Days to ensure satisfactory staff levels are maintained on site at all times.

Following discussion with each employee, a monthly roster, covering a three-month period, will be drawn up by management to assist both supervision and the employee plan for the rostered day off. This roster will be displayed in the Operations Manager's Office. Scheduled rostered days off may be changed by mutual agreement between the employee and supervision on 24 hours notice, to suit either work or personal needs.

Prior to the conclusion of each three-month roster, a new three-month roster will be prepared by the parties and displayed.

9. OVERTIME

All overtime will be at the employer's direction and employees undertake to work reasonable overtime as required.

Preference in relation to the offering of overtime outside of normal daily requirements will be given to permanent employees.

10. PAID SICK LEAVE

Employees are reminded of a requirement to notify supervision within 24 hours of the commencement of such an absence [preferably at the commencement of such absence to assist labour planning requirements], stating the nature of the illness and estimated duration. Furthermore, the award provisions that in regard to single-day absence for an employee who in the year has already been allowed paid sick leave on more than one day only, that a medical certificate should be handed to the pay office in order to qualify for payment for the day.



11. TRAINING / MULTI-SKILLING

- 11.1 Employees party to this agreement, acknowledge the need to receive additional job skills in some areas, and subject to the employers' requirements, give an undertaking to attend training courses as required by the employer.

Furthermore, the nature of work requires a reasonable degree of interchange between specific jobs, and it is agreed that, provided the employee is given appropriate training to meet such job requirements, employees undertake to become more multi-skilled within the workplace.

- 11.2 Employees acknowledge the requirement for internal transfer between the Depot and Bond Stores, either on an hourly or daily basis.

12. WAGE ADJUSTMENTS

- 12.1 Employees party to this agreement will be given a 5% increase over their current ordinary weekly rate of pay commencing from 24 August 2000.
- 12.2 A further wage increase for all employees, of 5% from the first complete pay period on or after 23 August 2001.
- 12.3 Casuals are paid the agreement rates, plus the relevant loadings, i.e. 15% plus 1/12th Annual Leave Component.

13. EMPLOYEE CLASSIFICATION

Employees (permanent or casual) are classified into the following categories:

1. Storeman
2. Storeman and Forklift Driver
3. Storeman and Container Fork Driver
4. Leading Hand

The rates of pay are specified in Appendix (1) of the Agreement.



14. DRUG AND ALCOHOL TESTING OF EMPLOYEES

Consumption of alcohol and other drugs (excluding prescription drugs which do not interfere with work performance) at work, is not allowed. Employees are discouraged from consuming alcohol during the authorised meal break.

Management recognises that the testing of employees for use of alcohol and other drugs is an issue which affects personal privacy. Nevertheless, the parties to this agreement agree to address these issues through consultation processes.

Management recognises its OH&S responsibilities to all employees, while those employees also recognise their obligations both to the safety of themselves and their workmates.

If an employee appears affected by alcohol or other drugs while at work, management will remove that employee from the workplace to ensure he is not a danger to himself or to others. Repeated offences will see the employee liable to disciplinary action up to, and including, dismissal.

15. SAFETY FOOTWEAR AND WORK CLOTHING

15.1 **Boots:** Store employees who are party to this Agreement, will continue to be reimbursed by up to \$60.00 for each pair of approved safety footwear purchased and for wearing in the workplace, provided proper documentation is made available.

15.2 **Clothing:** On an annual basis, each stores employee will be issued with 2 sets of overalls or equivalent, and one jacket on a fair wear and tear basis (not more than one jacket per year), for wearing in the workplace. It will be the employee's responsibility to wash and maintain this clothing in a good state of repair.

16. SECURITY

It is acknowledged by the parties to this Agreement, that all employees at the premises have a responsibility to protect the company's property and to take reasonable steps to prevent stock from being damaged or mislaid. Random security checks will be conducted with all warehouse and non-warehouse employees, and these may include vehicle or bag searches when leaving the premises.



At all times during the course of security checks, management and/or security staff shall conduct themselves in a courteous manner toward the employee/s with respect to the search and rights to representation.

17. EMPLOYEE COUNSELLING PROCEDURE

With the object of retaining good employer/employees relations, no employee will be dismissed [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:

- 17.1 **Counselling:** If management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service, and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing, and a verbal warning may be issued.
- 17.2 **First Warning:** If the employee, in the opinion of the employer, continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness, if requested, the unsatisfactory nature of the employee's service. Again, the nature of the unsatisfactory service will be committed to writing. A written warning may be issued, stating that the continuation of such unsatisfactory service, may lead to dismissal.
- 17.3 **Second and Final Warning:** If, after the above warning, the employer still considers the employee's performance to be unsatisfactory, the employee shall, in the presence of an appropriate witness, e.g. the Union Delegate, be given a second written warning, which shall be a Final Warning. That warning shall state that the employee may be dismissed if he/she does not adhere to the conditions of the warning.

Nothing in his procedure shall prevent the employer from terminating employment in cases of serious misconduct.

18. DISPUTE PROCEDURE

Subject to the relevant general provisions of the NSW Industrial Relations Act, 1996, No. 17, it is agreed that the resolution of disputes and grievances need to be handled in an open and constructive manner, which avoids adverse impact on customers and the business. Within this framework, every attempt shall be made to resolve the matter, adopting the following procedural steps:



- 18.1 Any grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if initially unresolved;
- 18.2 Should a dispute or grievance continue to remain unresolved, either party reserves the right to seek the assistance of senior management.
- 18.3 Failing a resolution, the job delegate should report the matter to the appropriate NUW Organiser, who shall discuss the problem with senior management with the object of reaching a mutually acceptable resolution;
- 18.4 Failing a satisfactory resolution, the NUW Organiser will be required to refer the matter to the NUW State Secretary and the company may have a need to call upon their relevant external industrial relations adviser.
- 18.5 During discussions, the status quo shall remain and work shall proceed normally. [Status quo shall mean the situation that existed immediately prior to the dispute];
- 18.6 Either party shall retain the right to notify the dispute to the NSW Industrial Registrar at any time during the course of the negotiations.

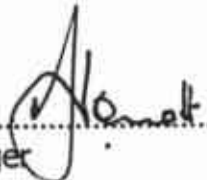
19. TRANSMISSION OF BUSINESS

This agreement is subject to the provisions of PART 8 – PROTECTION OF ENTITLEMENTS ON TRANSFER OF BUSINESS, of the INDUSTRIAL RELATIONS ACT, 1996.

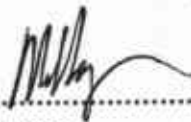


20. SIGNATORIES

Signed for and on behalf of Oswalds Pty. Ltd.



.....
Manager

..... 22 November 2000 .
Date:


.....
Witness

..... 22 November 2000
Date:

Signed for and on behalf of the National Union of Workers, NSW Branch


.....
Manager

..... 17 NOV 2000
Date:


.....
Witness

..... 17/11/2000 :
Date:

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APPENDIX ONE – WATE RATES

LEVEL	AGREEMENTS RATES OF PAY		
	As at 23 August 2000	24 August 2000 to 23 August 2001	24 August 2001 to 23 August 2002
STOREMAN	\$535.25	\$562.01	\$590.11
STOREMAN AND FORKLIFT DRIVER	\$561.64	\$589.72	\$619.21
CONTAINER FORK STOREMAN AND DRIVER	\$594.50	\$624.23	\$655.44
LEADING HAND	\$627.00	\$658.35	\$691.27
<i>Note: Award position descriptions apply.</i>			

