

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/325

TITLE: Oswalds Banks Pty Ltd Enterprise Agreement - 2002

I.R.C. NO: IRC02/5819

DATE APPROVED/COMMENCEMENT: 16 October 2002/1 October 2002

TERM: 1 February 2004

NEW AGREEMENT OR VARIATION: Replaces EA01/179

GAZETTAL REFERENCE: 22 November 2002

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all award classifications for employees of Oswalds Banks Pty Ltd who are classified as storemen and packers and required to carry out the duties of receiving, checking, counting and dispatching of goods generally as required of a storeman and packer, and who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award

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



ENTERPRISE AGREEMENT - 2002

BETWEEN

OSWALDS BANKS PTY LTD

(A.B.N: 39 100 908 978)

AND

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

1. ARRANGEMENT

1. Arrangement
2. Incidence and Parties Bound
3. Term of Agreement
4. Relationship to Parent Award
5. Purpose of Agreement
6. Hours of Work and Meal Breaks
7. Attendance Recording
8. Rostered Day Off
9. Overtime
10. Paid Sick Leave
11. Training and Multi-skilling
12. Wage Adjustments
13. Employee Classification
14. Drug and Alcohol Testing of Employees
15. Safety Footwear and Work Clothing
16. Security
17. Employee Counselling and Procedure
18. Dispute Procedure
19. Transmission of Business
20. Continuous Improvement Group
21. Leave Reserved
22. Signatories



11 October, 2002

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 BANKS 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 2002.
- 3.2 This Agreement shall take effect from the date of registration, and operate from 1 October 2002. The Agreement shall be for a nominal term until 1 February 2004.
- 3.3 Commencing from 1 December 2003, 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.

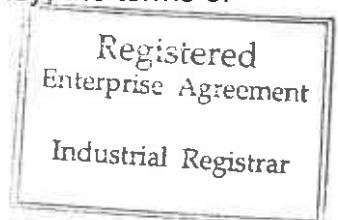
4. RELATIONSHIP TO PARENT AWARD

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

To foster harmonious working relationships on site, by all organisational members working together toward a common goal:

“The long term sustainability of the organisation”



11 October, 2002

The organisations success will be based on a clear understanding by all members of the need to:

- ensure that the quality of the operation is of the highest standard
- ensure the ease with which clients do business with Oswalds Banks from receipt of goods through to invoicing and payment
- ensure that the operational focus be centred on the five themes of cost reductions, operational efficiencies, planning, training and safety.

The continuous improvement in areas such as: working relationships, safety, quality, productivity and efficiency are the cornerstones of this agreement. The Continuous Improvement Group referred to in Clause 20 of this Agreement will be responsible for involving everyone in the business in suggesting ways for improvement.

Oswalds Banks sells the ability to move fast, react to customers' needs and be flexible through the offering of personalised service. To help ensure the company's ongoing future, the business needs the assistance of every employee to contribute ideas about how the business can increase levels of customer service.

The parties to this Agreement further recognise the need to maintain and continually improve 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 7:00 am to 3:30 pm, 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 6:00 am to 6:00 pm 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	10:00 am to 10:20 am
Lunch	12:30 pm to 1:00 pm



- 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.

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

11 October, 2002

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 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 with 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 Work can be performed under this Agreement by any employee who has the skills and is competent to perform it safely, effectively and efficiently. To ensure efficient employee utilisation, employees shall work in any part of the business depending upon operational needs and the knowledge and skills of the individual.
- 11.2 Oswalds Banks will encourage but not compel employees to acquire relevant new skills both on the job and externally and, with the provision of appropriate training, employees undertake to become more multi-skilled within the workplace.
- 11.3 Employees acknowledge the requirement for internal transfer between the Depot and Bond Stores, either on an hourly or daily basis.
- 11.4 All employees agree to contribute to and participate in the training of other employees where required.

12. WAGE ADJUSTMENTS

- 12.1 Employees party to this agreement will be given a 4.5% increase over their current ordinary weekly rate of pay commencing from 1 October 2002.
- 12.2 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. Storeperson
2. Storeperson - Forklift Driver / Driver
3. Storeperson - Container Forklift Driver/ Leading Hand

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



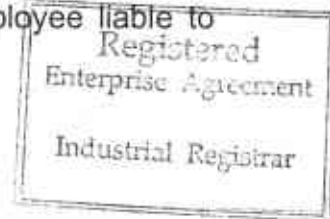
14. DRUG AND ALCOHOL TESTING OF EMPLOYEES

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/employee 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 in he/she does not adhere to the conditions of the warning.

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

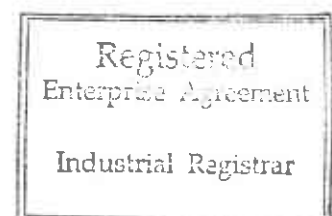
18. DISPUTE PROCEDURE

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. CONTINUOUS IMPROVEMENT GROUP

It is our joint responsibility to ensure the long term survival of the business by getting better at what we do on a continuous basis. To achieve this improvement will require commitment from all employees. We require performance measures that are easy to understand and achievable targets that can be monitored regularly for all to see.

The process of continuous improvement throughout the life of this Agreement will be driven by the Continuous Improvement Group, a body representing all employees in the business and dedicated to genuine consultation, information sharing and business effectiveness. The Continuous Improvement Group will have two primary objectives:

- The development of more effective communication between managers and employees which will foster a closer working partnership and
- The identification and carrying out of specific projects designed to increase the profitability, competitiveness, efficiency and productivity of the business.

Examples of areas for improvement include:

- | | |
|---|--|
| - Quality
< Order accuracy | - Responsibility
< Leading Hands |
| - Costs
< Pallets | - Productivity
< Workflow |
| - Efficiencies
< Bulk Picking | - Shift Patterns
< Afternoon shift |
| - Service
< On time deliveries | - Communication
< Handover |
| - Training
< TAFE Certificates | < Workflow |
| - Work Practices
< Location Updates | - Safety
< Security of Visitors |

It is agreed that within the first two months of operation of this Agreement the Continuous Improvement Group will have:

- been formally established and representatives appointed
- an agreed charter and mode of operation
- identified a programme of activities and special projects
- commenced examination of a specific workplace initiative.


Registered
Enterprise Agreement
Industrial Registrar

21. LEAVE RESERVED

Leave is reserved on the issue of redundancy.

22. SIGNATORIES

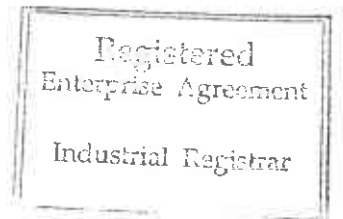
Signed for and on behalf of OSWALDS BANKS PTY LTD


.....
Manager

11th October 2002
.....
Date:


.....
Witness


11th October 2002
.....
Date:



Signed for and on behalf of the National Union of Workers, NW^S Branch

D Belan
.....
Manager
STATE SECRETARY

15 - OCTOBER 2002
.....
Date:


.....
WITNESS LORD
.....
Witness

15TH OCTOBER 2002
.....
Date:

11 October, 2002^{hm}

APPENDIX ONE – WAGE RATES

1 October, 2002 – 1 February, 2004						
Category			Old Rate \$	\$ Inc	% Inc	New Rate \$
1	Storeperson	Per Hour	15.53	0.6989		16.2289
		Per Week	590.14	26.56	4.500%	616.70
2	Storeperson – Forklift Driver / Driver	Per Hour	16.296	0.7335		17.0295
		Per Week	619.248	27.87	4.500%	647.12
3	Storeperson – Container Forklift Driver / Leading Hand	Per Hour	18.436	0.8298		19.2658
		Per Week	700.568	31.532	4.500%	732.10
Casual	Storeperson	Per Hour	19.154	0.862	4.500%	20.016
Casual	Storeperson – Forklift Driver / Driver	Per Hour	20.098	0.905	4.500%	21.003
Casual	Storeperson – Container Forklift Driver / Leading Hand	Per Hour	22.738	1.023	4.500%	23.761

Registered
Enterprise Agreement

Industrial Registrar