

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/100

TITLE: Bonds Industries Ltd (Minto) Agreement 1997

I.R.C. NO: 98/811

DATE APPROVED/COMMENCEMENT: 10 March 1998

TERM: Expires 30 September 1999

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 110/96**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Storemen and Packers, General (State) Award at the Bonds Distribution Centre, Minto site

PARTIES: Bonds Industries Ltd -&- National Union of Workers, New South Wales Branch



NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1991

Application for a Certified Agreement
Bonds Industries Limited

STOREMEN AND PACKERS, GENERAL (STATE) AWARD
ENTERPRISE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

1. **TITLE**

This Agreement shall be referred to as the Bonds Industries Ltd (MINTO) Agreement 1997. It replaces the Bonds Industries Ltd (MINTO) Agreement 1996.

2. **ARRANGEMENT**

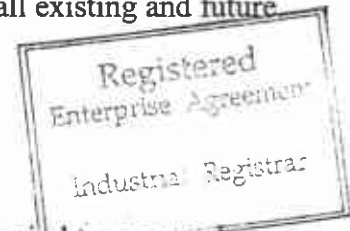
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3. APPLICATION OF AGREEMENT

This Agreement shall apply to the Bonds Distribution Centre located at Minto, New South Wales, in respect to all award employees employed at the site.

4. PARTIES BOUND

The parties to this Agreement shall be Bonds Industries Limited, Minto and the National Union of Workers (New South Wales Branch), and shall apply to all existing and future award employees at the Minto site.



5. DATE, PERIOD AND REVIEW OF OPERATION

This Agreement shall operate from the beginning of the first pay ~~period to commence~~ from date of registration and shall remain in force until 30 September 1999.

Three months prior to the expiration of this Agreement, the parties undertake to formally review its performance and to negotiate a further agreement.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award (*the parent award*).

Provided that to the extent of any inconsistency between the Award and the Agreement the latter shall prevail.

7. SPREAD OF HOURS

The ordinary hours of work Monday to Friday shall be worked, except for meal breaks, at the discretion of the Company as follows:

6.00 am to 6.00 pm

8. RATES OF PAY

These rates of pay reflect those following the introduction of the new skills-based classification structure introduced as per the terms and conditions contained within clause 26 of the Bonds Industries Ltd (MINTO) Agreement 1993 and as outlined at Appendix A.

Any person appointed to a full-time position shall now be required to remain at the Grade 1 level for a period of not less than six (6) months nor more than that contained in Appendix A.

8.1 Rates of Pay

<u>Position</u>	<u>Award Rate</u>	<u>Existing</u>	<u>Proposed</u>	
		<u>Bonds Rate</u>	<u>1.10.97</u>	<u>1.10.98</u>
Storeperson 1	\$ 390.70	\$ 481.30	500.60	520.60
2	\$ 405.70	\$ 488.50	508.00	528.30
3	\$ 411.50	\$ 502.10	522.20	543.10
4	\$430.30	\$521.70	542.30	564.00
5	\$ 443.20	\$ 549.70	571.70	594.60



8.2 Wage Increases

8.2.1 The proposed rates of pay contained in Clause 8.1 represent an increase on the existing rate of 4% effective from 1 October 1997 and a further 4% effective from 1 October 1998.

8.2.2 The rates of pay contained in clause 8.1 of this Agreement take effect on and from the date of registration. Employees covered by this Agreement as at the date of registration will be paid the rate of pay in accordance with Clause 8.1 on and from 1 October 1997 or from their date of employment, whichever is the later.

8.2.3 In addition to the increases contained in 8.1 a further 1% wage increase is payable effective from 1 October 1998 subject to the achievement of the following Key Performance Indicators (KPI's):

- The continued agreement to the flexibility of employment as per existing custom and practice
- The smooth transition and introduction of the Radio Frequency Scanners
- The ongoing integration of the Bonds and Berlei warehousing operations at the Minto site
- The continued commitment to reduce absenteeism.
- The ongoing compliance and commitment of all staff to implement efficient practices in identified areas (as determined by the management and leading hands) to reduce the casual work force by the date of the second instalment (ie., 1 October 1998) by a minimum of 8 casual staff employed per day. This is to be measured against existing

labour requirement benchmarks as identified in consultation with the Consultative Committee.

8.2.4 Management and staff are committed to the achievement of these KPI's and will enable the Consultative Committee to meet on a regular and consistent basis to monitor the progress (or otherwise) to ensure its effective communication to all staff covered by this Agreement.

9. PAYMENT OF WAGES

Payment of wages will be on a weekly basis by direct payment into an account nominated by the employee.

It remains the Company's intention to move to a fortnightly payroll for all employees at the Minto site during the life of this Agreement (as per the terms of the last Agreement). The transition to the fortnightly pay will be done in such a way as to ensure that employees are not inconvenienced in moving from weekly to fortnightly pays.

Casuals will continue to be paid in accordance with the requirement of the parent award.

10. MEAL AND TEA BREAKS

As per Storemen and Packers General (State) Award.



11. CASUAL EMPLOYMENT

A casual employee is one engaged and paid as such. A casual employee for working agreed time shall be paid 1/38th of the casual rate of pay prescribed plus a loading of 15%. In addition, a further 1/12 of the ordinary rate of pay shall be paid in accordance with the Annual Holidays Act 1944.

12. INDUCTION

The parties agree to continue the development and implementation of an induction program for all new employees at the Minto site.

13. ANNUAL LEAVE

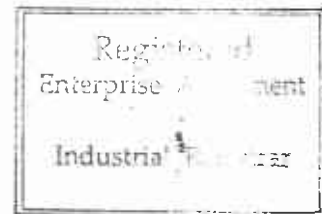
Annual leave arrangements shall be taken to minimise disruption and to manage productivity consistently throughout the year.

The terms and conditions as prescribed in Clause 27 of the Storemen & Packers General (State) Award, will be applicable.

With prior approval of the Company, an employee may take annual leave in separate periods subject to the provisions of the Annual Holidays Act 1944.

Under normal circumstances the site will operate 52 weeks per year and the Company's approval of annual leave will have regard for the effective operation of the Warehouse at all times. Annual leave will not be taken in busy periods in normal circumstances. However, leave may be taken by mutual agreement between the employee and the Distribution Manager taking into account individual circumstances.

Busy period is defined as July to Christmas.



14. SICK LEAVE/FAMILY LEAVE

The sick leave provisions contained in Clause 26 of the Storemen and Packers General (State) Award shall apply.

14.1 Use of Sick Leave

An employee with responsibilities in relation to a class of person set out in 14.1(ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the certification of this Enterprise Agreement for absences to provide care and support for such persons when they are ill.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.



An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the company by telephone of such absence at the first opportunity on the day of absence.

14.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the company to take unpaid leave for the purpose of providing care and support to a class of person set out above in 14.1(ii).

14.3 Annual Leave

To give effect to this clause, an employee may elect, with the consent of the company, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

Access to annual leave, as prescribed above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

14.4 Make-up Time

An employee may elect, with the consent of the company, to work "make-up time", under which the employee takes time off ordinary hours, and works those

hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

14.5 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

15. **WORKERS COMPENSATION**

Where an employee is incapacitated as a result of an injury arising out of or in the course of his/her employment and is entitled to weekly benefits within the terms of the Workers Compensation Act 1987, weekly benefits will be paid in accordance with the Act at the rate per week which the worker was being remunerated at the time of injury and calculated by reference to the roster of work for each employee. All employees will be subject to the Company's Rehabilitation Policy established in accordance with the Company's obligations under the Act.

16. **BEHAVIOUR CODE**

It is a condition of employment that while employees are at work they shall behave in a fair, safe and honest manner and the Company shall do likewise and that the following will not be acceptable:

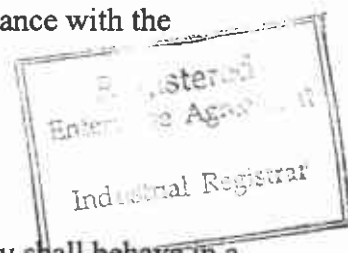
misconduct, fighting, theft, removing Company property without approval, wilfully damaging Company property, abuse of management or employees, contravening Company safety standards

17. **VISITOR SAFETY**

The parties agree that visitor safety requirements will be observed by visitors including Union Officials and employees.

18. **AVOIDANCE OF INDUSTRIAL DISPUTES**

It is agreed that in order to avoid industrial action in relation to any particular dispute, the parties to the dispute will ensure that the following procedure is followed responsibly and expeditiously.



- 18.1 All matters in dispute between the Company and any employees shall first be referred to the Leading Hand in the area in which the dispute arises. This will be done by the employee. In order to resolve the dispute, the Leading Hand may need to consult with other levels of line management responsible for that area.
- 18.2 In the event of failure to resolve the dispute, the employee shall refer the dispute to the Warehouse Manager. This can be done by the employee or by the employee's representative.
- 18.3 If the matter is still unresolved it shall be referred to the Distribution Manager who may request the involvement of the Human Resources Manager, and the Union Delegate may request the involvement of the Union Organiser. If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission the parties will use their best endeavours to resolve the matter by conciliation.
- 18.4 The time taken for all the procedural steps up to 18.3 should be completed within three working days.
- 18.5 Without prejudice to either party whilst these procedural steps are being followed, work should continue normally and the status quo shall remain. Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 18.6 At any time either party shall have the right to notify the dispute to the relevant Industrial Registrar.
- 18.7 Any action of the parties to this Agreement taken outside the bounds of this procedure shall not be taken without consultation with all Minto employees or their representative.



19. OCCUPATIONAL HEALTH AND SAFETY

The parties agree to adhere to OH&S objectives set by the Site Safety Committee to minimise losses suffered by both employees and the Company.

All employees will actively ensure that safe working practices are complied with at all times. Employees are empowered to ensure that any person within the work environment can be requested to comply with a reasonable request in relation to an Occupational Health and Safety site matter. Failure to do so will result in the employee notifying a representative of the site Safety Committee for further action.

20. LABOUR FLEXIBILITY

Employees and Management agree to provide flexibility of labour:

20.1 No demarcation between sections, departments or divisions.

21. SMOKE FREE WORKPLACE

The parties agree to the establishment and maintenance of Bonds Minto as a smoke free workplace.

Smoking shall not be permitted within the building at any time.



22. FOR FURTHER DISCUSSION

It is observed that overtime adds significantly to the overall operating expenditure of this site and the Consultative Committee will endeavour to address this aspect of expenditure and take steps to reduce this cost.

23. NEW TECHNOLOGY

The parties are committed to sharing the responsibility for achieving the commitment from all employees to effect the installation of all new plant equipment and technology for production or trialing purposes with no disruption to the business and recognising that work load adjustments will be in accordance with accepted work measurement recommendations through the process of consultation.

24. NO EXTRA CLAIMS


The National Union of Workers and the employees undertake that for the life of this Agreement, they will not pursue any extra wage claims.

25. NO DURESS

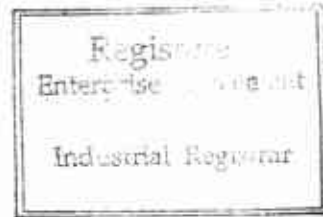
This Agreement was not entered into under duress by any party hereto.

Signed for and on behalf of:

BONDS INDUSTRIES LTD


.....
J. Nolan
HUMAN RESOURCES MANAGER

22 December 1997
.....
Date




NATIONAL UNION OF WORKERS
New South Wales Branch


.....
F. Belan
STATE SECRETARY

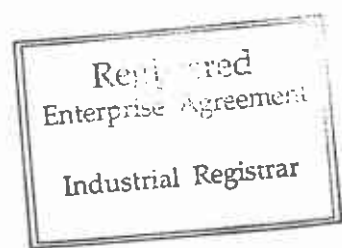
27.1.98
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Date

Signed for and on behalf of:

BONDS INDUSTRIES LTD


.....
J. Nolan
HUMAN RESOURCES MANAGER

22 December 1997
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Date



NATIONAL UNION OF WORKERS
New South Wales Branch

.....
F. Belan
STATE SECRETARY

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Date