

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/189

**TITLE:** Oswalds Banks Pty Ltd Enterprise Agreement 2004

**I.R.C. NO:**

**DATE APPROVED/COMMENCEMENT:** 20 May 2004 / 30 April 2004

**TERM:** 9 Months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA 02/325

**GAZETTAL REFERENCE:** 16 July 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees of Oswald Banks Pty Ltd located at 1 Hale Street, Botany NSW 2019 engaged in the classifications of Storeperson, Forklift Driver, Driver and Leading Hand, who fall within the coverage of Storemen and Packers, Bond and Free Stores (State) Award

**PARTIES:** Oswalds Banks Pty Ltd -&- the National Union

# OSWALDS BANKS PTY LTD ENTERPRISE AGREEMENT 2004

ENTERPRISE AGREEMENT - 2004

between

GREGORYS OSWALDS

A Division of Gregorys Transport  
(ABN: 77 064 748 778)

and

THE NATIONAL UNION OF WORKERS, NSW BRANCH

## 1. Arrangement

Clause No.	Subject Matter
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.	Union Recognition and Membership
12.	Union Picnic Day
13.	Union Delegate
14.	Training and Multi-skilling
15.	Wage Adjustments
16.	Employee Classification
17.	Drug and Alcohol Policy
18.	Safety Footwear and Work Clothing
19.	Security
20.	Employee Counselling and Procedure
21.	Dispute Procedure
22.	Transmission of Business
23.	Continuous Improvement Group
24.	Leave Reserved
25.	Signatories

## 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 GREGORYS OSWALDS a Division of Gregorys Transport Pty Ltd and employees working in the Depot and Bond Stores represented by the NATIONAL UNION OF WORKERS (NUW)
- 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 1 February 2004.
- 3.2 This Agreement shall take effect from the date of registration, and operate from 30 April 2004. The Agreement shall be for a nominal term until 1 February 2005.
- 3.3 Commencing from 1 December 2004, 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”

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 Gregorys Oswalds 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 23 of this Agreement will be responsible for involving everyone in the business in suggesting ways for improvement.

Gregorys Oswalds 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 wear uniforms where provided or 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 6.3 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

### **7. Attendance Recording**

An attendance recorder is installed at a convenient location near the Administrative Building. For administrative, payroll security and safety purposes, employees are required to record times when entering and leaving the premises.

### **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. A medical certificate will be required for such absences to qualify for payment.

It is agreed that a continuous improvement group will be formed (see clause 23) to determine the criteria for employees to achieve a category status that will enable them to have single day absences without the need for a doctors certificate.

Furthermore, the award provisions that in regard to multiple day absences for an employee, that a medical certificate should be handed to the pay office in order to qualify for payment for the days.

### **11. Union Recognition and Membership**

11.1 Gregorys Oswalds Recognises the National Union of Workers Nsw Branch (Nuw) as the Union Representing All Employees in Related Classifications Who Are Covered By the Agreement. This

Representation Extends to All Terms and Conditions of Employment, Whether Those Terms and Conditions Are Subject to the Agreement.

- 11.2 It is the policy of Gregorys Oswalds that all employees subject to this Agreement shall be given the opportunity to join the NUW.
- 11.3 Gregorys Oswalds will upon authorisation deduct Union membership dues, as levied by the NUW in accordance with its rules, from the pay of employees who are members of the NUW at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members accounts.
- 11.4 All new members shall be advised of the matters set out in 11.1, 11.2, 11.3 above and shall be introduced to the site NSW delegates upon being accepted for employment.

### **12. Union Picnic Day**

- 12.1 Union Picnic Day shall, for the purposes of this Agreement, be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such a day as is agreed between the company and the union(s).
- 12.2 The union(s) shall advise the company of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- 12.3 Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.
- 12.4 Employees who are not financial members of the union(s) and who are not required by the company to work on Union Picnic Day, may apply to the company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the company or may be required by the company to make up time.

### **13. Union Delegate**

- 13.1 Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Employer, the said Union delegates shall be allowed by the Employer, such time as necessary to interview Employees and the Employer or Employers Representative on matters affecting the employees whom the delegate represents.
- 13.2 The elected union delegate and co-delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate Union business off-site.

### **14. Training / Multi-Skilling**

- 14.1 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.
- 14.2 Gregorys Oswalds 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.
- 14.3 Employees acknowledge the requirement for internal transfer between the Depot and Bond Stores, either on an hourly or daily basis.
- 14.4 All employees agree to contribute to and participate in the training of other employees where required.

## **15. Wage Adjustments**

- 15.1 Employee's party to this agreement will be given a 4.5% increase over their current ordinary weekly rate of pay commencing from 1 February, 2004.
- 15.2 Casuals and Agency Employees are paid the agreement rates, plus the relevant loadings, i.e. 15% plus 1/12th Annual Leave Component.

## **16. 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.

All casual employees who have had continuous employment for three (3) months will be reviewed after this time and provided with information on the likelihood of full time employment.

## **17. Drug and Alcohol Policy**

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.

Leave reserved for further discussions on the issue of Drug and Alcohol Policy.

## **18. Safety Footwear and Work Clothing**

- 18.1 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.
- 18.2 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.

## **19. 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.

## **20. 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:

- 20.1 **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.
- 20.2 **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.
- 20.3 **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 this procedure shall prevent the employer from terminating employment in cases of serious misconduct.

## **21. 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:

- 21.1 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;
- 21.2 Should a dispute or grievance continue to remain unresolved, either party reserves the right to seek the assistance of senior management.
- 21.3 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;
- 21.4 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.
- 21.5 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];
- 21.6 Either party shall retain the right to notify the dispute to the NSW Industrial Registrar at any time during the course of the negotiations.

## 22. 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.

This agreement shall apply to any successor, assignee or transmittee of all or any of the work.

## 23. 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.

It is agreed that all employees will be active participants in the Continuous Improvement Groups that will be formed to cover the following areas

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

## 24. Redundancy

Redundancy will be in conjunction with the Storemen and Packers, Bond and Free Stores (State) Award.

Leave reserved for further discussion on the issue of Redundancy.

## 25. Signatories

Signed for and on behalf of GREGORYS OSWALDS A Division of Gregorys Transport Pty Ltd

\_\_\_\_\_  
Managing Director

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
State Secretary

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date:

### APPENDIX ONE – WAGE RATES

30 April, 2004 – 1 February, 2005						
Category			Old Rate \$	\$ Inc	% Inc	New Rate \$
1	Storeperson	Per Hour	16.2289	0.7303		16.959
		Per Week	616.70	27.75	4.500%	644.45
2	Storeperson – Forklift Driver / Driver	Per Hour	17.0295	0.7663		17.796
		Per Week	647.12	29.12	4.500%	676.24
3	Storeperson – Container Forklift Driver / Leading Hand	Per Hour	19.2658	0.8670		20.133
		Per Week	732.10	32.94	4.500%	765.04
Casual	Storeperson	Per Hour	20.016	0.901	4.500%	20.917
Casual	Storeperson – Forklift Driver / Driver	Per Hour	21.003	0.945	4.500%	21.948
Casual	Storeperson – Container Forklift Driver / Leading Hand	Per Hour	23.761	1.069	4.500%	24.830