

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/109

**TITLE:** 1st Fleet Pty Ltd (Iplex Chipping Norton) Enterprise Bargaining Agreement 2001

**I.R.C. NO:** 2001/4142

**DATE APPROVED/COMMENCEMENT:** 11 July 2001

**TERM:** 6 February 2003

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 12 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees engaged under the Storemen and Packers General (State) Award

**PARTIES:** 1st Fleet Pty Ltd -&- the National Union of Workers, New South Wales Branch



Ex 1

**1<sup>st</sup> Fleet PTY LTD  
(CHIPPING NORTON)  
ENTERPRISE BARGAINING AGREEMENT  
2001**

**1. TITLE**

This agreement shall be known as the "1<sup>st</sup> Fleet Pty Ltd (Iplex Chipping Norton) Enterprise Bargaining Agreement 2001."

**2. ARRANGEMENT:**

Clause No	Subject Matter
1	Title
2	Arrangement
3	Area, Incidence and Parties Bound
4	Relationship to Parent Award
5	Duration
6	No Extra Claims
7	Rates of Pay
8	Flexible Working Arrangements
9	Work Practices
10	Quality Assurance
11	Occupational Health and Safety
12	Rights of Union Delegates
13	Union Recognition and Membership
14	Arrangements for New Agreement
15	Rostered Day Off
16	Disputes Procedure
17	Redundancy
18	Signatories to Agreement



**3. AREA, INCIDENCE AND PARTIES BOUND**

This agreement shall have operation at the Iplex site at 18 Childs Road, Chipping Norton, N.S.W, 2170, in respect of employees who perform work within the scope and incidence of The Storemen and Packers General (State) Award (the "Parent Award")

This agreement shall be binding upon: -

- (a) 1<sup>st</sup> Fleet Pty Ltd ( the "Company"); and
- (b) The National Union of Workers, New South Wales Branch ( the "Union")

**4. RELATIONSHIP TO "PARENT AWARD"**

This Agreement shall be read in conjunction with the Parent Award, provided that this Agreement will prevail to the extent of any inconsistencies.

**5. DURATION**

This Agreement shall operate from the first pay period to commence on or after being made by the Industrial Relations commission of New South Wales and shall continue in force until 6 February 2003.

## 6. NO EXTRA CLAIMS:

The Parties agree and undertake that it will not make or pursue any further claims during the life of this Agreement.

## 7. RATES OF PAY:

(a) Employees bound by this Agreement will be entitled to the following weekly rates of pay:

	6 February 2001	6 February 2002
LEVEL 1	\$571.49	\$594.35
LEVEL 2	\$578.59	\$601.73
LEVEL 3	\$616.37	\$641.02
LEVEL 4	\$652.12	\$678.20

(b) These rates are inclusive of an all-purpose "Dirt Allowance".

(c) Pay rates are to be back payed to 6 February 2001 on acceptance of Agreement.

## 8. FLEXIBLE WORKING ARRANGEMENTS:

### (A) DISTRIBUTION CENTRE:

- i) Develop a team approach to work where individuals can share responsibility for the workload;
- ii) Reduce the use of contract/casual labour;
- iii) Allow individuals and groups to develop their own methods of utilising the strengths of team members to get a job done.

(B) In addition, Distribution Team Members agree to perform, with appropriate training, various office duties that are peripheral to their main duties including: -

- i) Clerical work;
- ii) Extracting and distributing picking slips from computer.

### (C) HOURS OF WORK

- i) Ordinary hours of work shall be an average of 38 hours per week. The rostering of such hours will be completed with the aim of:
  - a) Increasing flexibility for both the employer and employee;
  - b) To improve customer service by extending the working day in response to customer needs.

### (D) ORDINARY WORKING WEEK – DAY SHIFT

- i) The ordinary working week, exclusive of meal times, shall average 38 hours per week – Monday to Friday.
- ii) The 38-hour average week shall be achieved by employees working a 40-hour ordinary working week Monday to Friday with a rostered weekday off each four working week cycle.



**E) ORDINARY WORKING HOURS - DAY SHIFT**

Ordinary working hours to be worked will be between the span of hours 6.00am and 6.00pm

**F) ORDINARY WORKING TIMES – DAY SHIFT**

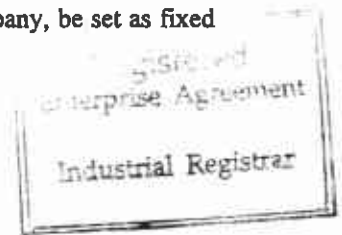
- i) Each employee will be assigned a fixed time for commencing and finishing work which shall not be altered without at least seven days notice to the employee(s) concerned or by mutual agreement between the employer and such employees(s)

**G) ROSTERED WORKING TIMES – DAY SHIFT**

- i) The requirements to work these rostered times will be on a weekly (five day) roster to be published at least 7 days in advance, and shall not be altered without at least seven days' notice to the employee(s) concerned or by mutual agreement between the employer and such employee(s).
- ii) When the majority of employees' rosters to work such hours in any one-week and the Company so agree, the starting and finishing times may be varied to an earlier time in line with workload.
- iii) These rostered working times may, at the discretion of the Company, be set as fixed ordinary working times for all new employees.

**(H) ORDINARY WORKING WEEK – AFTERNOON SHIFT**

- i) The ordinary working week, shall average 38 hours per week – Monday to Friday.
- ii) The 38-hour average week shall be achieved by employees working a 40-hour ordinary working week Monday to Friday with a rostered weekday off each four working week cycle.



**(I) ORDINARY WORKING HOURS – AFTERNOON SHIFT**

Afternoon shift shall be any shift normal finishing time after 6.00 p.m. and at or before midnight.

**(J) ORDINARY WORKING TIMES – AFTERNOON SHIFT**

- i) Each employee will be assigned a fixed time for commencing and finishing work which shall not be altered without at least seven days notice to the employee(s) concerned or by mutual agreement between the employer and such employees(s)

**K) ROSTERED WORKING TIMES – AFTERNOON SHIFT**

- i) The requirements to work these rostered times will be on a weekly (five day) roster to be published at least 7 days in advance, and shall not be altered without at least seven days' notice to the employee(s) concerned or by mutual agreement between the employer and such employee(s).
- ii) When the majority of employees' rosters to work such hours in any one-week and the Company so agree, the starting and finishing times may be varied to an earlier time in line with workload.

- iii) These rostered working times may, at the discretion of the Company, be set as fixed ordinary working times for all new employees.

#### **H) OVERTIME**

- i) All employees are required to work a reasonable amount of overtime to meet the needs of the business.
- ii) Where, by agreement with the employer, an employee has time off work or finishes early or start late, he/she may make up that time outside his/her ordinary working hours on that day, at ordinary rates of pay.

#### **I) SPECIAL CONSIDERATIONS**

- i) In establishing rostered working times and the requirement to work overtime, the employer undertakes to give due consideration to the effect on employees with childcare or other genuine responsibilities.
- ii) Where such circumstances arise that may impact on other employees, resolution of the issue should be via mutual agreement between the employer and the employees concerned.

#### **J) CHANGING OF SHIFTS**

- i) In the event that there is a requirement for a day work employee to be rostered to a different shift (i.e. from day shift to afternoon shift) for operational reasons, and a mutual agreement cannot be met the employer reserves the right to discuss with the union the changing conditions in the business.
- ii) notice is to be given to the employee of change of shift 7 days prior to required commencement date

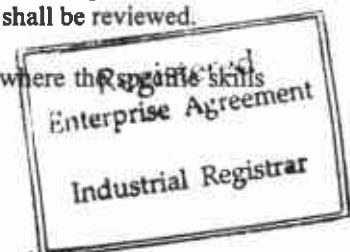
### **9. WORK PRACTICES**

#### **A) CASUAL LABOUR**

The parties agree to the following condition on the use of Casual Labour: -

- i) casual labour shall be used to cover peak work demands only
- ii) Such labour shall be engaged for a maximum of six months, whereupon he/she shall either be made permanent or the requirement for such labour shall be reviewed.

It shall be used in position which require minimal or basic skills or where the skills required are not available internally.



#### **B) WEEKEND OVERTIME**

- i) overtime will be allocated to employees to suit the needs of the business
- ii) the parties agree that weekend overtime shall be distributed fairly between employees
- iii) overtime may be offered to employees not usually employed in a particular area providing that it is first offered to employees who regularly work in that area
- iv) any grievances or disputes concerning the distribution of overtime may be done so through the dispute procedures prescribed in Clause 12 – Disputes and Industrial Grievance Procedures, of this Award

#### **C) ABSENTEEISM**

- i) Employees who are aware in advance that they require leave for the purpose of attending to personal business shall apply for Annual Leave or Leave Without Pay.

Reasonable requests for such leave will not be refused, however, the duration of the leave will be strictly limited.

- ii) The Consultative Committee will consider absenteeism and measures to minimise it

#### **D) INTRODUCTION OF A NIGHT SHIFT**

The parties agree that in the event of the introduction of a night shift, employees engaged on that shift shall be entitled to an additional loading of 30% on each ordinary hour worked.

### **10. QUALITY ASSURANCE TESTING**

Quality Assurance Testing may be carried out by employees not specifically employed as Inspectors. Quality Assurance Responsibilities will be rotated between team members. Operator have a responsibility to sign only for good production and no-one will be forced to sign for pipe they do not believe satisfies the quality standards.

### **11. OCCUPATIONAL HEALTH AND SAFETY**

The parties to this Agreement are committed to achieving healthier and safer jobs though workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing Occupational Health and Safety Issues, which aim to: -

- i) control hazards at source
- ii) reduce the incidence and costs of occupational injury and illness
- iii) review work and management practices affecting the inter-relationship between efficiency, productivity and health and safety
- iv) Provide a rehabilitation system for workers affected by occupational injury or illness and where possible, for personal injury or illness.

This commitment to Occupational Health and Safety includes a commitment to a smoke free workplace in all buildings.

There will be commitment by all employees to follow work practices as required by the implementation of the Iplex/1st Fleet Environment, Health and Safety System procedures.

### **12. RIGHTS OF UNION DELEGATES**

Delegates will be allowed reasonable time to attend to union matters. The delegate has an obligation to inform their Team Leader/Manager prior to attending to such matters.

### **13. UNION RECOGNITION AND MEMBERSHIP**

- i) For the purpose of this Agreement, the company recognises the National Union of Workers, New South Wales Branch, as being the Union that shall have exclusive representation of employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.
- ii) All employees shall be given an Application Form to join the National Union of Workers, New South Wales Branch, at the point of induction.



- iii) All new employees shall be introduced to the Union Delegate within the induction period.
- iv) Where written authority is provided by an employee, the Company will deduct Union Membership Fees from the employees' wages and remit them, together with a schedule of such contributions, to the union at monthly intervals.

#### **14. ARRANGEMENT FOR A NEW AGREEMENT**

The parties will commence negotiations for a replacement Agreement at least three (3) months prior to the expiration date of this Agreement.

#### **15. ROSTERED DAYS OFF**

All employees will have their RDO's scheduled for a twelve-month period. These dates can be altered by mutual agreement between employee and employer with the intent to have: -

- i) distribution of RDO's from Monday to Friday
- ii) It is preferred that RDO's be taken in blocks of 5 days or more.
- iii) Employees have the option of cashing in banked RDO's at a time mutually agreeable to both parties.

#### **16. DISPUTES AND INDUSTRIAL GRIEVANCE PROCEDURE**

As per the Storeman and Packers General (State) Award.

#### **17. VOLUME REDUCTIONS**

When proven volume reduction occurs, 1<sup>st</sup> Fleet Pty Ltd reserves the right to talk to the union about the redeployment of staff to other sites.

#### **18. REDUNDANCY**


Employees made redundant in accordance with the provisions of the Parent Award, will be entitled to the following (substitute) payments.

- i) three (3) weeks pay per year of service to a maximum of 60 weeks
- ii) pro-rata payment for Long Service Leave for each completed year of service
- iii) Payment of accrued Sick Leave to a maximum of thirty (30) days.



  
For and on behalf of 1<sup>st</sup> Fleet Pty Ltd

13/6/01  
Date

  
For and on behalf of National Union of Workers

1.8 JUN 2001  
Date

Registered  
Enterprise Agreement  
Industrial Registrar