

# ENTERPRISE AGREEMENT



NO. EA 98/182  
.....

DATE REGISTERED 19.6.98  
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PRICE \$ 14  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/182

**TITLE:** Serco Australia (Q Stores NSW) Enterprise Agreement - 1998

**I.R.C. NO:** 98/2833

**DATE APPROVED/COMMENCEMENT:** 19 June 1998

**TERM:** Expires 30 June 1999

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees employed under the occupations specified in the agreement.

**PARTIES:** Serco (Q Stores NSW) -&- National Union of Workers, New South Wales Branch



Registered  
Enterprise Agreement

Industrial Registrar

SERCO AUSTRALIA Q STORES  
(NSW)

ENTERPRISE AGREEMENT

## **1. TITLE**

This Agreement shall be know as the "Serco Australia (Q Stores NSW) Enterprise Agreement - 1998.

## **2. ARRANGEMENT**

1. Title
2. Arrangement
3. Introduction
4. Duress
5. Incidence
6. Commitment
7. Union/Management Co-operation
8. Hours of Work and Meal Breaks
9. Supervisory Staff
10. Wage Payments
11. Wage Increases
12. Part-time Employees
13. 19 Day Work Cycle
14. Disciplinary Procedure
15. Avoidance of Disputes Procedures
16. Term of Agreement

## **3. PARTIES**

This Agreement shall only apply to employees in the occupations specified herein situated in Alexandria, New South Wales.

## **4. DURESS**

This Agreement was not entered into under duress by either party.

## **5. INCIDENCE**

This Agreement shall partially regulate the terms and conditions of employment previously regulated by the Storemen and Packers (General) State Award.

Apart from clauses specified in this Agreement all other clauses of the Award shall apply.

## 6. COMMITMENT

- (a) This Agreement gives effect to the intention of the parties to establish significant improvement in efficiency and performance. The improvements will be achieved through improved Workplace Relations and Employment Practices to ensure major benefits to the Customer, the Company, Employees and the Community generally.
- (b) There will be increased emphasis upon teamwork and flexible working arrangements to enhance performance resulting from a highly motivated, productive and multi-skilled workforce.
- (c) A training program will be introduced to improve skill levels and encourage greater responsibility and job satisfaction and ascension through the classification and/or grading structure due to vacancies. All positions must be advertised.

## 7. UNION/MANAGEMENT CO-OPERATION

- (a) The union recognises its responsibilities as the representative of employees, and realises in order to provide maximum opportunity for continuing employment and good working conditions, the company must function effectively.  
  
The union will co-operate with the Employer in attaining maximum efficiency and Customer Satisfaction.
- (b) It is the intention of both the union and employer, whatever possible, to resolve issues likely to cause a dispute at Site level.
- (c) There will be no restrictions on the utilisation and transfer of employees, it is recognised that flexible working arrangements are essential to efficient operations and an employee will perform any functions as required, provided such employee is qualified and competent to perform the task.

## 8. HOURS OF WORK AND MEAL BREAKS

- (a) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the times of 6.30am to 6.00pm.
- (b) Once having fixed the time for commencing and ceasing work it shall not be altered without at least seven (7) days notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the commencing time may be varied to an earlier time.

- (c) An unpaid meal break of 30 minutes between the times of noon and 1.00pm shall apply.

## **9. SUPERVISORY STAFF**

- (a) It is understood that a Supervisor has a primary function of Supervisor in his or her area of control and other associated functions. In this regard a supervisor will predominantly perform supervisory duties.
- (b) Supervisors may perform duties of a hands-on nature in extenuating circumstances and common sense is to prevail. At all times the Supervisors will advise their intentions to the union delegates and a consensus must be reached.

## **10. WAGE PAYMENTS**

The payment of salary or wages will be made each fortnight by electronic Funds Transfer (E.F.T.) direct to the employee's nominated bank account or other Financial Institution.

## **11. WAGE INCREASES**

Wage Increases shall apply as follows:

- \$10 effective 1st July 1997
- \$10 effective 1st July 1998
- \$10 effective 1st January 1999

## **12. PART TIME EMPLOYEES**

Part time employees may be engaged who may work a set number of hours each week. The minimum number of hours being 12 per week and maximum number of hours being 36 per week.

## **13. 19 DAY WORK CYCLE**


Each employee shall work 8 hours per day during a 19 day work cycle which will accumulate a credit of .4 of an hour each day to provide a day off.

There shall be a maximum number of 12 days rostered off per annum. Where an employee is absent on paid sick leave or being off work on a public holiday the daily credits for a rostered day off will continue to accumulate.

Rostered day off credits will not accumulate where an employee is on annual leave or absent on unpaid sick leave.

## 14. AVOIDANCE OF DISPUTES PROCEDURE

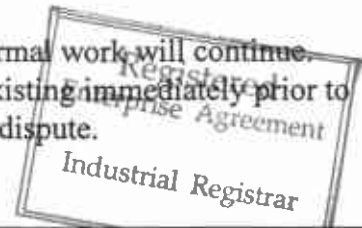
The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Award shall be in accordance with the following procedural steps.

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- (i) **Procedure relating to a grievance of an individual employee:**
- (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
  - (f) The employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.
- (ii) **Disputes between an employer and employees**

In the event of a question, dispute or difficulty arising:-

- (a) The matter shall be first raised with the Supervisor and agreement sought.
- (b) If the dispute is not resolved at this level, the matter may be discussed between the Union delegate and representatives of management.
- (c) Should the dispute remain unresolved, the matter may be referred to an official of the Union, who shall discuss it with senior management. If necessary, the State Secretary of the Union and the relevant Employer Association may also be involved in discussions at this stage.

- (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
- (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay should be avoided.
- (f) While the procedure is being followed, normal work will continue. "Normal work" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.



## 15. DISCIPLINARY PROCEDURE

It is intended that disciplinary measures, for other than an action which could lead to summary dismissal in accordance with clause 7 of the Award, should be of a corrective nature.

Disciplinary measures will also ensure:

- (a) Disciplinary procedures will be handled speedily, equitably and reasonably.
- (b) The procedure is equally in the interest of both the employee and the Company.
- (c) Time limitations will be incorporated to encourage corrective implementation.

An employee being disciplined shall have the right to be accompanied by a union delegate, fellow employee or union officer.



**16. TERMS OF AGREEMENT**

This Agreement shall operate from the date of registration and shall remain in force until 30 June 1999 unless varied or terminated by the provisions provided by the Act.

Signed for and on behalf of

**SERCO AUSTRALIA PTY. LTD.**



Name: *Pete [unclear]* .....

Witness: *[Signature]* .....

Signed for and on behalf of  
**THE NATIONAL UNION OF WORKERS**

Name: *[Signature]* .....

Witness: *[Signature]* .....

*JENNIFER LEAD, J.P.*