

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/300

TITLE: Serco Australia (Q Stores NSW) Enterprise Agreement 1999

L.R.C. NO: 99/5505

DATE APPROVED/COMMENCEMENT: 8 November 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees at the company's operation at Alexandria, NSW

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



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**SERCO AUSTRALIA
(Q STORES NSW)**

**ENTERPRISE
AGREEMENT
1999**

1. TITLE

This Agreement shall be known as the "Serco Australia (Q Stores NSW) Enterprise Agreement 1999.

2. ARRANGEMENT

1. Title
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3. Parties
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3. PARTIES

The parties to this Agreement shall be Serco (Aust) Pty. Ltd. and the National Union of Workers, New South Wales Branch (NUW) and shall apply to all employees at the company's operation at Alexandria NSW.

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 team work and flexible working arrangements to enhance performance resulting from a highly motivated, productive and multi-skilled workforce.
- (c) A training programme will be introduced to improve skill levels and encourage greater responsibility and job satisfaction, together with the development of performance indicators to measure efficiency levels.

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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 6.30 am and 6.00 pm.
- (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 1.00 pm shall apply.

9. SUPERVISORY STAFF

- (a) It is understood a Supervisor has a primary function of supervising his area of control and other associated functions. In this regard a Supervisor will predominantly perform Supervisory duties.
- (b) There will be no restriction upon supervisors performing duties of a "hands on" nature, where circumstances dictate to ensure customer satisfaction.
- (c) The type of circumstances envisaged in (b) above are:
- * Where an issue of safety is involved.
 - * Where training of an employee is involved.
 - * Where an issue of urgency arises, provided all other employees within the Supervisor's area of responsibility are performing functions.
 - * Where a situation arises which may impact upon Customer satisfaction. Provided, when an issue of this nature arises and prior to performing an "hands on" function, the Supervisor will advise his intentions to a union delegate.

In respect to Supervisory training it is the intention of the employer to apply only those standards which the Supervisor ordinarily undertakes with training and corrective measures.

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:

\$18.00 per week	effective 1st July 1999
\$12.00 per week	effective 1st July 2000



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. DISCIPLINARY PROCEDURE

To ensure the Company operates efficiently it is recognised effective disciplinary procedures are necessary. 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.



An employee may be disciplined in the following manner:

1. By way of verbal reprimand or
2. By way of written reprimand a copy of which will be placed on the employee's personal record or
3. By way of dismissal with notice.

An employee being disciplined as provided in 2 and 3 above shall have the right to be accompanied by a fellow employee, union delegate or union officer.

Notwithstanding anything contained in this clause an employee may be summarily dismissed in accordance with paragraph (iv) of clause 7 of the Award.

15. AVOIDANCE OF DISPUTES PROCEDURE

The following procedure shall apply in the event of an industrial issue arising:-

- (a) The matter first be discussed between the employee and his immediate supervisor. At the employee's option, his delegate may also be present.

- (b) If not settled or an agreed course of action is not found within 24 hours, the matter shall be submitted by the duly elected delegate to the Operations Manager. At any point in these discussions, the Delegate or Operations Manager may seek the involvement of the Branch Manager.
- (c) The aim of this procedure is to resolve all workplace issues as quickly as possible and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found, then the procedure will move to step (iv).
- (d) If not settled, the delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Branch Manager may seek to involve the State Manager and/or the Industrial Relations Department in this matter.
- (e) During the discussions the status quo shall remain, and work shall proceed normally. "Status quo" shall mean - the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (f) * At any time in the above procedure either party may refer the matter to the New South Wales Industrial Relations Commission. *



16. UNION RECOGNITION AND MEMBERSHIP

- (a) For the duration of this Agreement, Serco recognise the National Union of Workers as the union representing all Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- (b) It is the policy of Serco that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers, (NSW. Branch).
- (c) Serco undertakes, upon authorisation, to deduct Union membership dues as levied by the National Union of Workers (NSW Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (NSW Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- (d) All new Employees shall be advised of the matters set out in (a)(b) and (c) above and shall be introduced to the site NUW delegates upon being accepted for employment.

17. SICK LEAVE AND OVERTIME

(a) Sick Leave

Two single day absences without proof to be reviewed after twelve months of the agreement.

(b) **Overtime**

All hours worked on a Saturday will be paid at double time. This will apply to Alexandria warehouse only.

18. TERMS OF AGREEMENT

This Agreement shall operate from the date of registration and shall remain in force for a period of 24 months unless varied or terminated by the provisions provided by the Act.

Signed for and on behalf of
SERCO AUSTRALIA PTY. LTD.

Name: *[Handwritten Signature]*

Witness: *[Handwritten Signature] J.P.*



Signed for and behalf of the
NATIONAL UNION OF WORKERS NSW BRANCH

Name: *[Handwritten Signature]*

Witness: *[Handwritten Signature] JENNIFER LARD, J.P.*