

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/113

**TITLE:** Steggles Marsden Park Clerical Agreement 1999

**I.R.C. NO:** 2000/573

**DATE APPROVED/COMMENCEMENT:** 30 June 1999

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Steggles Marsden Park tele-sales centre who would be otherwise be employed under the Clerical and Administrative Employees (State) Award

**PARTIES:** Federated Clerks' Union of Australia, New South Wales Branch -&- Steggles Ltd

**STEGGLES LIMITED**

**NSW OPERATIONS**

**MARSDEN PARK CLERICAL AGREEMENT 1999**

**1. TITLE**

This agreement shall be known as the Steggles Marsden Park Clerical Agreement 1999 ("this agreement").

**2. SCOPE AND PARTIES**

This agreement is made between Steggles Limited and all successor companies ("the company") and the Federated Clerks' Union of Australia - NSW Branch ("the union") in relation to employees of the company engaged at its Marsden Park site tele-sales centre ("the site").

**3. DURATION**

This agreement will come into force on and from the first full pay period to commence on or after 30 June 1999, and will expire on 30 June 2000.

**4. SUPERSESSION**

This agreement is the sole source of all employment conditions for employees engaged at the site who are members or eligible to be members of the union. Any and all previous agreements and any previous agreements whether registered or not, including any oral agreements are superseded by this agreement.

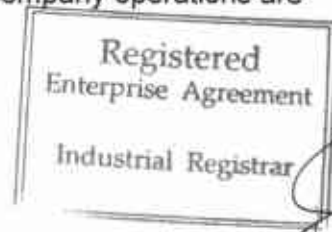
**5. PARENT AWARD**

Where this agreement is silent, the terms of the Clerical and Administrative Employees (State) Award shall apply to the employees.

**6. RECOGNITION OF UNIONS AND UNION DELEGATES**

The company recognises the NSW Single Bargaining Unit ("SBU") and its constituent unions (for as long as those unions remain in the SBU and subject to the rules of the unions) as the principal representative body for employees at the site ("relevant employees"). During the life of the agreement, the company will:

- not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;
- not employ any relevant employee under an Australian Workplace Agreement;
- encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and
- provide reasonable time off (without loss of pay) for union delegates to carry out their functions and to undertake training, provided that company operations are not unduly affected.



## **7. PART TIME EMPLOYMENT**

**(i)** The company may employ part-time employees.

**(ii)** Part-time employees shall have a minimum start per occasion of three continuous hours, other than as provided below:

**(iii)** A part-time employee may have a minimum start of two continuous hours, on two or more days per week, provided that:

**(a)** a two hour start is sought by the employee to suit their personal circumstances. Details of the employee's circumstances shall be recorded on file, and a copy provided to the union; or

**(b)** the employee resides within 5 kilometres from the site at which they are or will be normally employed.

**(iv)** The average maximum number of ordinary hours worked per week must not exceed 36.5.

**(v)** Part-time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.

**(vi)** If a part-time employee agrees to work additional hours in addition to those specified as minimum hours, those additional hours will be paid at the same rate as paid to full-time employees of the same classification.

**(vii)** No overtime payments are made unless and until the hours worked by the part time employee fall outside the ordinary full-time hours applicable to full-time employees.

**(viii)** By consent, a part-time employee may have their "fixed" hours and days varied, provided that they are consistent with the provisions of this clause.

**(ix)** A full time employee may apply to become a part time employee. Such applications will be assessed against the needs of the business.

**(x)** Employees may apply to commence a job sharing arrangement. Such applications will be assessed against the needs of the business.

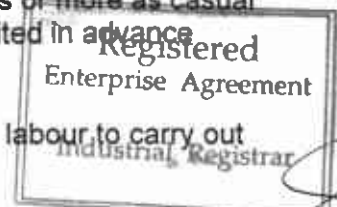
**(xi)** All part time employees will be entitled to all benefits and conditions as for full-time employees, provided that such benefits and conditions will apply on a pro-rata basis.

**(xii)** No employee who is engaged on a permanent basis as at 1 September 1999 will have their existing conditions of work varied without their consent.

**(xiii)** Part time employees who have been employed for 12 months or more as casual employees will have 5 days (pro rata equivalent) sick leave credited in advance upon transferring to part time employment.

**(xiv)** Part time employees who have been employed for 24 months or more as casual employees will have 10 days (pro rata equivalent) sick leave credited in advance upon transferring to part time employment.

**(xv)** The company will progressively reduce its reliance on casual labour to carry out



regular work, and transfer the work and the employees to part time status. The provisions of the NSW State Part Time Work Case [(1998) 78 IR 172] will form the basis of conditions for part time employees.

**8. COMPASSIONATE LEAVE**

An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to: husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father in-law, brother/sister in-law, grandparents or grandchildren. Every situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.

An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

**9. WAGE RATES**

With effect from the first full pay period to commence on or after 1 July 1999, the following weekly all purpose rates of pay will apply. Following the renegotiation of the NSW Basis of Settlement in 2000, any increases arising from the Basis of Settlement will be applied to these rates.

GRADE	WEEKLY RATE
5	\$609.90
4	\$544.10
3	\$520.60
2	\$510.00
1	\$472.00

**10. SUPERANNUATION**

(i) The company will make contributions to complying superannuation funds in accordance with the applicable legislation.

(ii) The company contributions will be made to any complying fund or funds nominated by the employee, provided that no employee may have contributions made to more than two funds.

**11. SALARY SACRIFICE SUPERANNUATION CONTRIBUTIONS**

**(i) Objective**

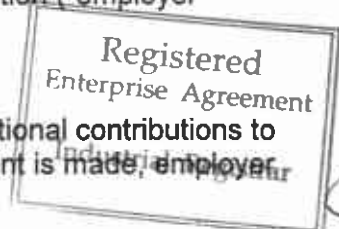
The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.

**(ii) Superannuation Guarantee Charge**

Consistent with clause 10 of this agreement, the company will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation ("employer contributions").

**(iii) Salary Sacrifice Provisions**

(a) An employee may request that the company make additional contributions to the superannuation fund to which, at the date this agreement is made, employer



contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at sub-clause (ii). For the purposes of this clause, these additional contributions will be known as "Salary Sacrifice Contributions".

(b) All arrangements for Salary Sacrifice Contributions are subject to the company's approval.

(c) On each occasion on which the company makes a salary sacrifice contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purposes of this sub-clause "occasion" means the calculation and processing of the payroll in accordance with the applicable pay period.

(d) No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all-purpose rate of pay.

(e) Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount; or as a percentage of fixed or variable (overtime) earnings.

(f) Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than 4 times per annum.

**(iv) Record of Salary Sacrifice Contribution Arrangements**

Where an employee elects to enter into a Salary Sacrifice Contribution arrangement, the details of the arrangement will be recorded and circulated in accordance with the form contained at Annexure 2 to this agreement.

**(v) Changes to Applicable Law**

In the event that the law governing taxation and superannuation changes in such a way as to render the Objective of this clause unattainable or ineffective or, in the opinion of the company, inappropriate, the company and the union will meet to discuss the matter; and may vary or terminate this clause as they see fit.

**(vi) Resolution of Disputes and Grievances**

Where an employee wishes to raise a grievance in relation to this clause or its operation, he or she shall contact the company's pay office. If the matter cannot be resolved, it shall be referred to the NSW State Human Resources Manager or her nominee, and to the union.

Any grievance that cannot be resolved at the local level shall be resolved in accordance with clause 12 of this agreement.

**12. ROSTERED DAYS OFF**

By mutual agreement between the employee and the company:

- up to 5 RDOs may be banked;
- RDOs will be banked during periods of peak production, including Christmas and Easter;
- banked RDOs may be taken at any time provided it is agreed between the employee and the company;
- an employee can arrange to swap RDOs with another employee with comparable skills by agreement with the company;



- an employee is required to give 72 hours' notice of intention to take a banked RDO; and
- the taking of banked RDOs will not attract the payment of any loading or penalty.

### **13. CONTINUITY OF OPERATIONS AND GRIEVANCE PROCEDURE**

In the event that any grievance or dispute arises every effort will be made to resolve the issue at the local level. The parties are committed to speedy resolution of the issue in accordance with this procedure:

(i) the grievance or dispute should be raised by the employee or employees with their immediate manager, who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;

(ii) if the grievance or dispute is unresolved, the union delegate or union official will raise the issue with the Operations Manager (or his nominee) who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;

(iii) if the grievance or dispute remains unresolved the Secretary of the union will meet with the company's State Human Resources Manager to review the matter and determine its future course to resolution;

(iv) if the grievance or dispute remains unresolved, the union may elect to refer the matter to the Steggle's Limited Single Bargaining Unit (SBU). The SBU shall convene a meeting of officials, appropriate delegates and senior management as soon as possible. The SBU meeting will attempt to resolve the issue and/or determine an appropriate procedure for resolution of the dispute;

(v) if the grievance or dispute remains unresolved it is to be notified to the Industrial Relations Commission of NSW for conciliation, and arbitration if necessary. The Commission's decision will be final.

(vi) If the dispute concerns the dismissal of an employee for disciplinary reasons, at the union's request the company will revoke the dismissal and suspend the employee without loss of normal pay while the matter is discussed under this clause. The employee will remain suspended for the duration of the process outlined above.

(vii) If the matter is not resolved, the employee's suspension will cease at the conclusion of conciliation referred to in subclause (e) above and the dismissal will proceed, without prejudice to the rights of the employee, the union or the company.



**14. EXECUTION**

Signed for Steggles Limited by Stephen Sasse, Director - Human Resources:



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Signed for the Federated Clerks' Union of Australia - NSW Branch by Michael Want, Secretary:



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Registered  
Enterprise Agreement  
Industrial Registrar



# MARSDEN PARK TELE-SALES AGREEMENT 1999

## ANNEXURE 1

### NSW OPERATIONS REDUNDANCY AGREEMENT

#### 1. SCOPE OF AGREEMENT

This agreement is made between the company and the unions; and applies to all employees of the company in New South Wales. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

#### 2. DEFINITIONS

**"All purpose rate"** means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

**"Casual employee"** means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

**"Part time employee"** means an employee whose rostered hours of work are less than an average of 36.5 hours per week.

**"Redundancy"** means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements. "Redundancy" does not include:

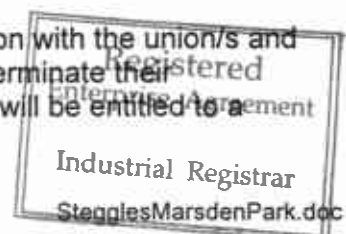
(a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;

(b) termination of employment due to retirement;

(c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;

(d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a





redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

(e) situations where part time or full time employees are not prepared to undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the company and the union to be reasonably within the employee's capability;

(f) short term reductions in the company's labour requirements which can be managed pursuant to clause 4 of this agreement; or

(g) the sale or transfer of some or all of the company's business where continuity of employment is offered to employees.

**"The company"** means Steggles Limited and Steggles Foods Products Pty Ltd.

**"The unions"** means those unions participating in the company's Beresfield site single bargaining unit, and includes the AMIEU; AWU; AMWU; ASU; ETU; NUW; SAWEFA; and TWU.

**"Week's pay"** means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

**"Work Area"** means a discrete functional or geographical part of the company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/agreement classification and/or union coverage.

### 3. CONSULTATION

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the relevant union or unions. The company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The company and the unions will jointly seek alternatives to redundancies.

### 4. STEPS TO AVOID REDUNDANCIES

Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- reducing the hours worked by casual employees;
- reducing the number of casual employees;
- requiring full time and part time employees to take accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.



## 5. SELECTION FOR REDUNDANCY

(a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company's operational requirements are met by the termination of employment of such volunteers.

(b) In the event that there are insufficient volunteers, or the company's operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- long term operational requirements as to employee skills, experience and potential; and
- considerations of seniority, equity and fairness.

(c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- the company's medium and long term skill requirements; and
- other things being equal, those employees with the longest service shall have first preference for redundancy.

(d) Where the relevant union disagrees with the company's determination pursuant to this clause, it is entitled to have the company's determination reviewed pursuant to Clause 10, Resolution of Disputes.

## 6. NOTICE OF REDUNDANCY

(a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.

(b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the company's operations.

(c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.

(d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.



## **7. PAYMENTS UPON TERMINATION OF EMPLOYMENT**

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

(a) 4 weeks' pay;

(b) a further 4 weeks' pay for each year of service, calculated to completed quarters;

provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.

(c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and

(d) accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.

## **8. ASSISTANCE TO SECURE ALTERNATIVE EMPLOYMENT**

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement service provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

## **9. TREATMENT OF CASUAL EMPLOYEES**

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this agreement.



## 10. RESOLUTION OF DISPUTES

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.

Whilst the grievance or claim is being resolved, the unions will not take any form of industrial action.

