

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/40**

**TITLE:      Harrison Manufacturing Brookvale Enterprise Agreement 2000**

**I.R.C. N :**                      2000/2773

**DATE APPROVED/COMMENCEMENT:**    18 July 2000/23 May 2000

**TERM:**                              24 months

**NEW AGREEMENT R**

**VARIATION:**                      New. Replaces EA99/309

**ASSESSMENT REFERENCE:**              16 March 2001

**DATE TERMINATED:**

**NUMBER EMPLOYEES:**              19

**CVERAGE/DESCRIPTION**

**EMPLOYEES:**              Applies to all employees of the Company engaged pursuant to the Storemen & Packers General (State) Award

**PARTIES:**      Harrison Manufacturing Co Pty Ltd -&- National Union of Workers, New South Wales Branch

## 1. OPERATION and TITLE

The terms and conditions of the Award (see Definitions) shall apply provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall apply.

This Agreement shall be known as the Harrison Manufacturing, Brookvale Enterprise Agreement 2000.

### Contents

1. Operation and Title
2. Objectives
3. Definitions
4. Contract of Engagement
5. Working Hours
  - normal hours of operation
  - meal/crib breaks
  - wash up time
  - overtime
  - RDO's
  - weekend work
6. Payments
  - rates of pay
  - payment method
  - allowances
  - superannuation
7. Leave
  - sick leave and carer's leave
  - picnic day
  - bereavement leave
8. Career Progression
  - training
  - job enhancement
9. OH&S
  - training
  - work practices
  - protective clothing
  - safety information
  - safety committee
10. Quality

Registered  
Enterprise Agreement  
Industrial Registrar

11. Termination
  - counselling
  - discipline
  - dismissal
  - redundancy
12. Grievance Procedures
  - disputes involving individual employees
  - disputes involving numbers of employees
13. Union Representation
14. Job Classifications - classifications
15. Duration
16. Renegotiation of Agreement.

Registered  
Enterprise Agreement  
Industrial Registrar

## 2. Objectives

The parties agree that they have the mutual objectives of ensuring the long-term economic success of the company and of sharing fairly in this success.

To meet these objectives it is essential that work is carried out efficiently, co-operatively, accurately and safely, and that it gives a sense of satisfaction.

## 3. Definitions

The Company: Harrison Manufacturing Co. Pty. Limited

The Union: National Union of Workers (New South Wales Branch)

The Award: Storemen and Packers General (State) Award.

Blender, Grade 1: An employee who is required to work from prepared formulations and undertake the complete processes involved in the manufacturing blending and packing of all the Company's products to standard.

Blender, Grade 2: An employee who is required to work from prepared formulations and undertake the complete processes involved in the manufacturing, blending and packing of all the Company's products other than lubricating greases, to standard. Levels Grade A and above may require ability to blend lubricating oils.

General Hand: An employee engaged in general activities to achieve the Company's daily production needs, within their qualifications.

Cleaner: An employee engaged in general cleaning and labouring work, where said labouring work is not related to direct production.

Storeperson: An employee engaged primarily in the receiving, warehousing, order picking and despatch of raw materials and finished products, including the inspection repacking and rebranding of goods where necessary.

Supervisor: An employee who organises and supervises other members of a work group or shift and communicates with the Blenders as necessary.

Part-time Employee: An employee engaged to work regular days and regular hours, either of which are less than the number of days and hours worked by a full time employee, with the hours worked to be a minimum of twenty and a maximum of thirty seven and half in one week, and no less than four hours in any one day .



#### 4. Contract of Engagement

The company will endeavour, whenever possible, to provide full time employment. However it is recognised that some job requirements may be part time and some employment will be on a casual basis to meet cyclic or short term demand.

Where an employee is engaged for a permanent position, the engagement will be subject to a three month initial trial on a casual basis. A formal assessment of capacity and conduct will be made by the Operations Manager at the completion of each month of the trial and the employee will be advised of progress. The decision to continue the trial and/or to offer permanent employment will be made by the Operations Manager, based on the assessments, prior to the end of the three month trial .

##### 4.1 Confidentiality Agreements

The company has many confidential work procedures and product information that is readily available in many cases to employees. It is critical that this information remain confidential to protect the long term future of the company. Employees are required to sign a Confidentiality Agreement before commencing work on site.

Under this Workplace Agreement any current employees who have not signed this document will sign the Confidentiality Agreement within one month of the date of this Agreement commencing.

#### 5. Working Hours

##### 5.1 Normal Hours

Normal hours of work will be thirty eight hours per week Monday to Friday, eight hours per day, excluding a meal break of thirty minutes per day. The hours will be between 6.00am and 6.00pm, and will be determined for each employee by the Operations Manager.

Twenty four minutes per day will be banked towards a monthly RDO.

##### 5.2 Meal/Crib Breaks

There will be a meal break of 30 minutes. The meal break shall be taken no later than 1.30pm, provided that no employee shall be required to work for more than five hours without a break for a meal. Such meal breaks shall not count as time worked. The timing of the meal break will be determined for each employee by the Operations Manager. The Company recognises that the meal break is also a social

Registered  
Enterprise Agreement  
Industrial Registrar

occasion and will attempt to give each employee reasonable opportunities to take it at a shared time.

There will be a paid morning tea break of 15 minutes. The morning tea break will be taken at a time that minimises production loss. The timing of the tea break will be determined for each employee by the Operations Manager.

There will be an optional paid afternoon tea break of 15 minutes, to be taken at a time that minimises production loss. The timing of the afternoon tea break will be determined for each employee by the Operations Manager.

An individual may, on a week-to-week basis, opt to not take the afternoon tea break. In this case the individual will be paid an additional 75 minutes for the week at their normal hourly overtime rate. (Deletion of obsolete sentence here) One week's notice must be given to the Operations Manager if the choice of option is to be changed and the chosen option will apply on a week-to-week basis.

### 5.3 Wash Up Time

A paid time of 10 minutes will be allowed just prior to finishing time for washing up.

### 5.4 RDO's

RDO hours are accumulated at two hours per week for all full-time employees. RDO's do not accrue on periods of leave.

Each employee will receive one RDO approximately every four weeks. At least 75% of an employee's RDO's will be allocated next to a weekend.

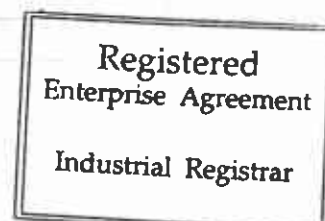
A roster of RDO's will be issued by the Operations Manager at least one month ahead of the due date. The Operations Manager will endeavor to accommodate preferences but his/her decision will be final. If an employee is contacted on the day of an RDO and requested to work on that day, they shall be paid at double time for the RDO hours that they work.

An employee may, on giving a minimum of two weeks notice, opt to work rather than to take an RDO. In such cases the employee's normal work hours on the day will be paid at time-and-a-half. This payment is in addition to the "banked" RDO wages for that day. Any overtime on a worked RDO will be calculated on normal rates, not on the RDO rate.

Employees may not, at any time, be paid for more than their "banked" RDO hours.

## 6. Payments

### 6.1 Rates of Pay



These are set out in the attached Schedule 1.

## 6.2 Payment Method

Other than for casual employees, wages will be paid weekly, not later than Thursday, by Electronic Funds Transfer (EFT) to a Bank or Building Society account nominated by the employee or, in exceptional circumstances, by Company cash cheque.

The wages paid will be those earned up to and including the day prior to the pay day, except that loading and allowances for the two days prior to pay day may be paid in the following week.

On or prior to pay day the Company will inform each employee in writing of the amount of wages to which they are entitled, the amount of deductions made and the net amount being paid to their bank account.

The Company is responsible for ensuring that wages are transferred to each employee's nominated account a minimum of one day prior to the due pay day. The Company will not be held responsible for any failure of the employee's nominated Financial Institution to give the employee access to the wages for any reason.

Upon termination of employment ordinary wages due to an employee shall be paid on the spot by Company cash cheque. Any allowances, loading or holidays etc. due shall be paid within 24 hours of such termination, by EFT. If the wages cannot be paid by EFT they will be forwarded by mail to the most recently notified address of the employee.

Casual employees will be paid on the termination of their employment, or weekly, whichever comes first.

## 6.3 Allowances

A Meal Allowance will be paid at the Award rate after two hours worked overtime. This allowance may be paid in the next pay cycle. This is an offset to the provision of the paid afternoon tea break of fifteen minutes. Where the individual opts out of the paid afternoon tea break in accordance with the agreement, the two hours provision still applies.

A First Aid Allowance will be paid at the Award rate plus 15% to all employees who hold a current recognised first aid certificate.

## 6.4 After Hours Transport



When employees who work either overtime or a shift for which they have not been rostered, and for which they have not received twenty four hours notice, finish such work at a time when their normal means of transport or reasonable means of public transport are not available, the Company shall provide appropriate car transport to a maximum radius of twenty kilometres from the factory.

## 7. Leave.



### 7.1 Sick Leave and Carer's Leave

The parties acknowledge that sick leave is provided to cover periods when an employee is not well enough to work, or to allow an employee to provide care for a family member. The entitlement to sick leave and carer's leave and the conditions that apply to claims are as per the Award, with the following conditions.

The parties also recognise that it is important that as much notice as possible is given by the employee to the Company in the case of their inability to attend work. Notification of absence is to be made prior to planned commencement time where possible. This notification is to be made to the Operations Manager, or in their absence the appropriate senior member of staff, or the Human Resources Manager.

If employees become unwell during their shift they must notify the Operations Manager or in their absence the appropriate senior member of staff before ceasing work. Should this occur in the absence of the Operations Manager or a senior member of staff, the employee must notify one of them via the after hours numbers before ceasing work.

Once (and while) 14 days of untaken sick leave are accumulated, an employee may opt either to have additional sick leave paid out as it falls due or to add it to their bank of sick leave. Banked sick leave, up to a maximum of 14 days, can be cashed out on leaving the company.

### 7.2 Bereavement Leave

The award provision shall apply except that employees shall be entitled to three days bereavement leave.

### 7.3 Picnic Day

Employees shall be entitled to one paid picnic day per year. This day is to be the last working day before Christmas, unless a different day is agreed by the Operations Manager and a majority of employees.

## 8. Career Progression



The Company will attempt to give each employee the opportunity for career progression. Where appropriate, it will give preference and training to existing employees when filling vacancies. However the Company reserves the right to select the most appropriate applicant for a job.

### 8.1 Job Enhancement

Wherever possible, the Company will create a number of performance/skill levels for each type of employment position and will define the prerequisites for each level (see Schedule 2 attached).

### 8.2 Training

The Company will define the training requirements for each position and will train employees for positions as and when necessary and appropriate. Successful completion of training is a prerequisite for the filling of all positions. The Operations Manager will have the final decision on whether training has been completed successfully.

The Company will train sufficient employees for each position to allow back-up coverage. If the back-up position has a higher skills grading, employees will be paid at the higher rate only when they are actively working in the higher position.

## 9. Occupational Health and Safety (OH&S)

The parties recognise that some of the raw materials, process equipment and products used or produced may give health, safety or environmental problems if not handled correctly. It is therefore essential that the Company provides all employees with adequate training, information and protective clothing. It is also essential that employees use this training, information and protective clothing correctly.

### 9.1 Protective Clothing

Required protective clothing for each position/task will be defined and supplied by the Company. An employee must use and maintain issued protective clothing. Failure to use or maintain such clothing may result in dismissal, subject to grievance resolution procedures.

### 9.2 Training



Prerequisite safety training will be defined by the Company for each employment position . Satisfactory completion of this training is necessary before a position can be taken up.

### 9.3 Work Practices

Work practices such as good housekeeping requirements of the OH&S Act and as documented in the ISO 9002 Quality System must be followed by employees.

Deliberate departure from documented or standard work practices may be grounds for dismissal, subject to grievance resolution procedures.

Suitably trained staff members may only operate plant and equipment under the following circumstances:

- in an emergency situation,
- until a qualified employee is available for a task where no employee is readily available at the time when work is required to be done,

Where possible employee representatives to be consulted first, but if not, as soon as possible after the event,

- to assist an employee (with their permission) in doing a particular task,

The company recognises that the workplace should be properly and fully staffed to ensure these circumstances remain as exceptions to normal practices. The Operations Manager shall determine if work is required to be done where no employee is available.

### 9.4 Safety Information

The Company will provide safety information on all raw materials, processes and products, plus training in correct handling.

### 9.5 Safety Committee

The Company will encourage the formation of a safety committee and will give it adequate resources.

---

## 10. Quality



The Company holds ISO9002 quality accreditation. Employees recognise their responsibilities under the Company's quality scheme to produce, store and despatch quality products and support the aims of this scheme.

## 11. Counselling and Discipline

### 11.1 Counselling.

In the first instance, when the supervisor perceives a problem with work performance, the supervisor/manager may counsel the employee, ensuring that the employee is aware of the conduct or behavior required and also aware of the consequences should the incorrect behavior continue.

The supervisor/manager should make a written report of the counselling, either for his/her records or for inclusion onto the employee's file.

The supervisor/manager should assist, where possible, in identifying means for improvement and should monitor the improvements over a period not exceeding one month.

### 11.2 Discipline



#### 11.2.1 Verbal Warnings

Should the problem or poor performance continue after counselling the supervisor/manager should again approach the employee, this time more formally. The employee should be informed by the supervisor/manager that improvement is required and if the improvement is not forthcoming the employee is warned that they could be dismissed. The fact that a verbal warning has been issued should be recorded in the employee's file or noted and performance monitored.

#### 11.2.2 Written Warnings

In the event the employee's behavior does not improve after the verbal warning, the supervisor/manager should issue a written warning, detailing the problem and the required improvement, stating what previous steps had been taken. The written warning should be signed by those present, with copies to the employee, the supervisor/manager and the employee's file.

Should the employee's behavior not improve, dismissal proceedings may be implemented.

During any of the above steps an employee may elect to have a union delegate or other representative present. At all stages throughout the above procedure employees should sign an acknowledgment of written reports and be provided with a copy.

An employee may be dismissed for theft, fighting, deliberate unsafe work practices, or tampering with the timekeeping system. In such cases it is not necessary to give notice, and the above counseling process need not be followed.

An employee who is absent from his job for four consecutive days without contact with the Company may be terminated if reasonable attempts at contact have been made by the Company to the last known address or if the employee cannot provide proof for the prolonged absence which is acceptable to the Company.

### 11.3 Redundancy

The company is committed to attempting to provide long-term permanent employment for its employees. Should redundancy be necessary the reasons will be discussed with all employees and their union and an opportunity given to suggest alternatives.

Prior to any redundancy becoming necessary The Company will seek consultation with employees and the union before selecting employees to be made redundant. Leave reserved for further negotiation re redundancy package.

### 12. Grievance Procedures

It is agreed that the resolution of grievances and disputes will be based on a process of consultation, co-operation and discussion, carried out in a way that minimises interruption to work and productive output. It is also agreed that grievances and disputes will be dealt with promptly.

An employee with a grievance at first instant should refer to his/her immediate foreman or supervisor. It is the employee's right to request that the union delegate be present.

Failing to settle at this level, the union delegate with employee, shall refer the matter to the Operations Manager.

Failing settlement at this level, the delegate shall refer the grievance to the union representative who will discuss the matter with The Company.

All effort will be made by The Company and the union representative to settle the matter. Failing settlement, the union shall refer the dispute to the union Secretary and The Company shall refer the dispute to its highest authority.



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.

Either party shall have the right to notify the dispute to the Industrial Relations Commission.

### 13. Union Representation

An employee-appointed union representative will, upon written notification by the Union to the Company, be recognised as the accredited representative of the Union. Provided that prior permission is obtained from the Foreman or Operations Manager on each occasion before leaving the job, they shall be allowed the necessary time during working hours to interview the Company or its representatives on matters affecting employees whom they represent.

Where the union representative is required to attend a hearing in the Industrial Commission or before a Conciliation Commissioner and the procedures laid down have been followed, the union representative will be paid at the base rate for the time of such attendances, to the extent that they overlap with the ordinary hours of work.

If the Union representative wishes to hold an on-site meeting of members, the Operations Manager will be informed of the intention to hold the meeting and give the reason for the meeting and its expected length. The Operations Manager will advise the Union representative promptly of the most suitable day and time for the meeting and, if it is in working time, whether or not attendees will be paid for the time spent at the meeting.

With the approval of the Operations Manager, payment may be made for up to sixteen hours, at the appropriate hourly base rate, to allow one Union delegate to attend two Union-organised off-site meetings per 12 months. Prior notice is to be given of the date and time for meetings, so as not to inconvenience production.

New employees will be informed of the unions represented on this site at their induction, and introduced to the current union delegate on commencement.

### 14. Job Classifications

Classifications - See Schedule 1 and 2 attached.



### 15. Duration

This agreement shall come into operation from the 23rd May 2000 and shall continue in operation for a period of not less than two years from that date. This

agreement shall replace any prior agreement between the two parties prior to that date.

#### No Extra Claims

There shall be no extra claim by either party during the life of this agreement, except concerning redundancy where parties are committed to further discussion should the need for redundancy arise, leave reserved for further negotiations on redundancy package.

#### 16. Renegotiation of Agreement

The parties will commence negotiation for a new collective agreement to succeed this agreement, at least three months prior to the end of the nominal term of this agreement.

Registered  
Enterprise Agreement  
Industrial Registrar

SIGNED FOR AND ON BEHALF OF  
HARRISON MANUFACTURING CO PTY LIMITED

*A. J. Allan*

Position: *GENERAL MANAGER.*

IN THE PRESENCE OF

*C. Huddle*

Name: *Carolyn Huddle.*



SIGNED FOR AND ON BEHALF OF THE  
NATIONAL UNION OF WORKERS  
NEW SOUTH WALES BRANCH

*B. Belton*

Secretary.

Witness

*Jennifer Lord*

*JENNIFER LORD, J.P.*

**Schedule : 1****Rates of Pay Under Agreement 2000**

Wage increases and new schedule of wages

<b>Basic</b>	<b>Grade B</b>	<b>Grade A</b>	<b>Grade A+</b>
<b>General Hand</b>	+ 2.5%	+ 5.5%	
\$638.39	\$654.35	\$673.50	N/A
<b>Storeperson</b>	+ 2.5%	+ 5.5%	+ 8.0%
\$659.54	\$676.03	\$695.81	\$712.30
<b>Blender/2</b>	+ 4.5%	+ 7.5%	+ 10.0%
\$674.20	\$704.54	\$724.77	\$741.62
<b>Blender/1</b>	+ 4.5%	+ 9.5%	+ 12.0%
\$688.36	\$719.34	\$753.75	\$770.96

**Under Training Rate Increment** - Employees under training to a higher level are to be paid an additional 1.00% on their current rate of pay while undergoing training.





**Schedule: 2**

**JOB SKILL LEVEL REQUIREMENTS.**

**GENERAL HAND.**

**Basic.**

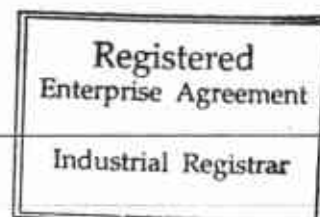
Understanding of the quality system and site environment requirements.  
Ability to comprehend written and verbal instructions.  
Interpretation of a pack off and/or repack / rebrand sheet, cut a stencil to same and it's application to the appropriate packaging.  
Small pack labelling with machine application.  
Ability to add raw materials as required to mixing/blending vessels.  
Pack off product per instructions including Lab. sample  
Safely and cleanly palletise finished product.  
Assist in stocktakes.  
Maintain good house keeping.  
Mould Lube packing and area maintenance.

**Grade B;**

Ability to set up vessel packing line including flushing, check weighing and setting scales.  
Carry out light maintenance work on air units, conveyors, scales, replace camloc seals and report pressure hose fatigue.  
Holds a current Forklift drivers license or competent Trainee.  
Re-gas Forklifts bottles.  
Supervise bulk tanker discharging and/or loading.  
Understanding of transport documents if called on short term to load/unload.  
or  
Operate a small pack conversion line to achieve an acceptable throughput.

**Grade A;**

Ability to present saleable goods, and, to maintain an ownership of the packing area.



**Schedule:2**

**JOB SKILL LEVEL REQUIREMENTS**

**BLENDER**

**Basic**

As per General Hand Grade A.

Plus

Ability to work unsupervised with in and to achieve the allotted time frame

Holds an understanding of what the finished good is used for.

Ability to communicate with Shift Blenders.

Ability to comprehend written and verbal instructions as interpretation of a blend sheet from Production / Laboratory office.

Aware of day to day Q.C. (Laboratory time and samples taken to Lab. before crib breaks).

Holds an understanding of raw material MSDS.

Ability to plan ahead from the production programme re; preparation of raw materials and advise the stock controller of any negative raw materials.

Seek advise from the Lab. of substitute raw materials if required.

Maintain accessible raw material areas and practice stock rotation of same.

Ability to report any (unqualified) inconsistencies with raw materials and plant.

Assist as required with packing the finished product.

Set up and monitor computerised process controls/Use grease room computer.

**GRADE B;**

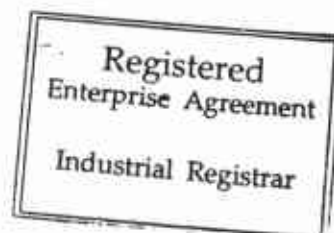
1) Requirements for BOTH Blender/1 and Blender/2:

- a) Light maintenance ;-
- Maintain Clean filters.
  - Air services.
  - Gear box and contactor seal oil levels.
  - Report pressure hose fatigue (general hand statement)
  - Bleed HTO circuit and report to Maintenance / Lab.  
(and HTO top up currently paid)
  - Replace camloc seals
  - Replace and/or report area light globes
  - Replace contactor seals

b) The ability to train new Blenders into the role of Blender - Basic Grade.

2) Requirements for Blender/1 only additionally include:

- a) The ability to blend lubricating oils, and maintain general supervision of the Grease Room and Packoff areas when required.



red

## GREASE ROOM BLENDERS

The following grades assume Grade B level Blender/1 has already been achieved.

### **Blender/1 - Grade A**

This may be achieved separately as outlined below:

- a) Computerised stock conversions.  
or,
- b) Grease penetrations with oil additions  
or,
- c) The ability to blend Sulphurised Oil and Factice, with these skills practiced monthly.

### **Blender/1 - Grade A +**

The ability to do both skills (b) and (c) of the Grade A skills listed above.

## SULFURISED OIL & FACTICE & OILS BLENDER

The following grades assume Grade B level Blender/2 has already been achieved.

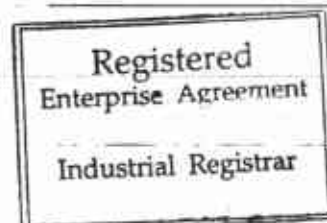
### **Blender/2 - Grade A**

This may be achieved separately as outlined below:

- a) Computer stock conversions, and ability to compile vessel Pack Off sheet requirements.  
or,
- b) To act as the Factice area store person. ie. Pick orders rotate stock and maintain a stocktake of this area.  
or,
- c) The ability to blend lubricating oils, with these skills practiced at least monthly.

### **Blender/2 - Grade A +**

The ability to do both skills (b) and (c) of the Grade A skills listed above.



**Schedule: 2**

**JOB SKILL LEVEL REQUIREMENTS**

**STOREPERSON**

**Basic**

1. Holds a current Forklift Drivers Licence or is a competent Trainee.
2. Ability to re-gas the Forklift bottles.
3. Ability to comprehend written and verbal instructions. Interpret Packoff and/or Repack/ Rebrand sheets, cut a stencil to same and it's appropriate application.
4. Consolidate orders to the required despatch instructions and receive & check goods in accordance with the quality system.
5. Holds a strong understanding of transport documentation including pallet control.
6. Maximise pallet consolidation through out the site and obtain a clear understanding of stock location / rotation.
7. Assist in stocktakes
8. Maintain good house keeping

**GRADE B**

1. Light maintenance on Forklifts to check oil/water levels, (top up) lights, (change globes) check hoses, fan belts, tyres and to report any abnormalities, report pressure hose fatigue and oil leaks. Keep Forklift clean (wipe down daily).
2. Basic Computer Skills
3. Exposure to Dangerous Goods paperwork and handling.

**GRADE A**

1. Computerised Order Picking and Stock Conversions.

**GRADE A +**

1. Forklift driver trainer, must be training and practicing this skill.

