

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/18

**TITLE:** **Bremick Pty Limited Certified Agreement 2004**

**I.R.C. NO:** IRC4/6907

**DATE APPROVED/COMMENCEMENT:** 2 December 2004 / 2 December 2004

**TERM:** 17

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 11 February 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Bremick Pty Ltd, who fall within the coverage of the Storemen and Packers General (State) Award

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

# **BREMICK PTY LTD CERTIFIED AGREEMENT**

## **1. Title**

This agreement shall be known as the Bremick Pty Ltd Certified Agreement 2004.

## **2. Arrangement**

The Certified Agreement is arranged as follows:

Clause No.	Subject Matter
3.	Application and Incidence of Certified Agreement
2.	Arrangement
12.	Avoidance of Industrial Disputes
10.	Contract of Employment
11.	Corrective Guidance Procedure
5.	Date and Period of Operation
9.	Hours of Work
17.	Labour Hire Employees
14.	Management/Employee Commitment
11.	National Standards
8.	No Extra Claims
4.	Parties Bound
13.	Previous Agreements
6.	Relationship to Parent Award
1.	Title
16.	Transmission of Business
15.	Union Membership
7.	Wages

## **3. Application and Incidence of Certified Agreement**

This Certified Agreement shall apply at Bremick Pty Ltd, 62 Maddox Street, Alexandria to all employees who are bound by the terms of the Storemen and Packers General (State) Award, insofar as those provisions relate to the parties referred to in Clause 4 - PARTIES BOUND - of this Certified Agreement.

## **4. Parties Bound**

The parties to this Certified Agreement are:

- a. Bremick Pty Ltd ABN: 68 000496 131;
- b. All employees of Bremick Pty Ltd, 62 Maddox Street, Alexandria engaged in any of the occupations specified in the area and incidence of the Storemen and Packers General (State) Award;
- c. National Union of Workers NSW Branch

## **5. Date and Period of Operation**

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of Acceptance by the employees of this Certified Agreement and shall remain in force until 21 May 2006.

The parties to this Certified Agreement shall commence discussions on a new Certified Agreement at least three (3) months prior to the expiry of the nominal term of this Certified Agreement.

## **6. Relationship to Parent Award**

This Certified Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award, provided that where there is any inconsistency between this Certified Agreement and the Storemen and Packers General (State) Award, this Certified Agreement shall take precedence to the extent of the inconsistency.

## **7. Wages**

- a. Wages will be increased as specified in Annexure 2, as follows:
  - i. The amount shown in Column 1 of Annexure 2, shall be payable from the beginning of the first full pay period after commencement of this agreement and backdated to 21 November 2003.
  - ii. The amount shown in Column 2 of Annexure 2, shall be payable from the beginning of the first full pay period after 21 January 2005.
  - iii. The amount shown in Column 3 of Annexure 2, shall be payable from the beginning of the first full pay period after 21 January 2006
  - iv. The productivity bonus currently in place will continue. Bremick has the right to vary the bonus payments from time to time in consultation with employees to allow for changes such as the introduction of new technology.
- b. The wage increases specified in (i), (ii) and (iii) of subclause (a) of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall constitute part of the all purpose rate of pay in respect of employees covered by this Certified Agreement.
- c. The wage increases referred to in subclause (a) of this Clause shall not be absorbed into any over award payment.
- d. There shall be no further wage increases for the life of the Certified Agreement.

## **8. No Extra Claims**

The provisions of this Certified Agreement shall apply unaltered for its period of operation as specified in Clause 5 and no extra claims which would interfere with this concept will be made by the Union and/or employees.

Where the parent award identified in Clause 6 - Relationship to Parent Award, is varied and the subject matter is not inconsistent with any clause in this Certified Agreement, then the variation will apply to any employee with an entitlement under that award provision.

## **9. Hours of Work**

Ordinary hours of work are an average of 38 hours per week. Ordinary hours can be worked Monday to Friday, between 6 am and 6 pm. The actual hours worked to be determined by agreement with the employees concerned.

Starting times and meal breaks may be staggered by agreement with the employees concerned, to suit particular contracts or particular parts of the operations.

## **10. Contract of Employment**

Employees covered by this Certified Agreement shall:

- a. perform duties within the scope of their skill, competence and training;
- b. comply with the disputes settling procedure of this Certified Agreement on all occasions;

- c. comply with the lawful direction of the employer with respect to safety, cleanliness and environmental care.

#### 10.1 Probationary Employment

New employees, as a term of the offer of employment, shall commence on a twelve (12) week probationary period. During this period, continuous monitoring and counselling in respect of work performance, timekeeping and overall suitability for the position shall be undertaken.

In the event that an employee is deemed unsatisfactory during the probation period, termination may be affected by the application of one (1) week's notice or payment of one (1) week in lieu thereof. Alternatively, the probationer may terminate by one (1) week's notice if he/she desires.

#### 10.2 Casual labour

Casual labour at the discretion of management may be employed from time to time as replacement of persons on annual leave, sick leave or other extended periods of absences from work or the need for additional labour to overcome an abnormal workload.

Casual employees will be paid at the appropriate classification grade rate as specified in Annexure 2, plus 15% and 1/12 annual leave loading, in lieu of benefits associated with permanent employment.

The employer agrees to review the status of a casual employee after the casual employee has completed 6 months continuous service. The outcome of the review will be at the discretion of the employer.

### **11. Corrective Guidance Procedure**

In circumstances where unsatisfactory work performance and/or behaviour occur the employee concerned shall be required to attend a disciplinary interview conducted for the purpose of advising the employee of the problem and initiating suitable corrective action to avoid further problems.

At each stage of this procedure the employee shall be given the opportunity to provide an explanation or advise of mitigating circumstances related to the allegation raised. Where this explanation is satisfactory no further action shall be taken. In the event this explanation is unsatisfactory the employee shall be advised of the required performance standard and a review date for follow up assessment of work performance and/or behaviour shall be set.

The recording of such corrective action shall be as per the attached forms (refer Annexure "1(a)" and "1(b)").

At any stage of this procedure employees may utilise Clause 12 - Avoidance of Industrial Disputes Procedure if they so desire.

#### a. Counselling

The employee will be counselled by their supervisor in the presence of an employee nominated witness or where appropriate, the union delegate. This counselling will be recorded on the employee's personnel file and is an attempt to correct or modify inappropriate behaviour.

#### b. Final Written Warning

The employee will be firmly counselled by the Manager in the presence of an employee nominated witness or where appropriate, the union delegate, in a second attempt to correct inappropriate behaviour. The employee will be informed continuation of such behaviour will ultimately lead to dismissal. This warning will be recorded on the employee's personnel file.

#### c. Termination

After conducting disciplinary interviews to enable investigation of all the facts and give the employee a proper opportunity to answer allegations and/or provide an explanation, it is at managements discretion

to dismiss the employee either with or without notice in accordance with the Storemen and Packers General (State) Award.

d. Repeat Offenders

An employee will as a minimum, be automatically placed on a final written warning in the event there is repeat of any inappropriate behaviour within six (6) months from the expiry of a previous warning. This does not preclude the possibility for termination occurring as a consequence of the inappropriate behaviour if it is of sufficient seriousness to warrant such action.

e. Warning Expiry

A file note shall record the expiry of a final written warning on an employee's personnel file after a minimum period of three (3) months from the date of issuing the final written warning.

## **12. Avoidance of Industrial Disputes**

a. An employee or group of employees with a problem, question or grievance shall seek its resolution through the following procedure:

- (i) Raise the problem with the Warehouse Manager/Despatch Supervisor, who shall respond before the end of the next working day;
- (ii) If unresolved at level (i), the matter is to be referred to the Operations Manager (Financial Controller), who shall respond before the end of the next two working days;
- (iii) If unresolved at level (ii), request a full time Union official to formally raise the matter with management.
- (iv) If unresolved at level (iii), the matter may be referred to the Australian Industrial Relations Commission for resolution.

b. Whilst this procedure is being followed, normal safe work shall continue. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

## **13. Previous Agreements**

Upon certification, this agreement supersedes and cancels all previous industrial agreements either verbally or written, entered into between the parties, unless specified in this agreement or company procedure/policy manual.

## **14. Management/Employee Commitment**

This agreement has been negotiated through the single bargaining unit comprising management, employees, union delegates and their respective representatives, on behalf of all employees at Bremick Pty Ltd NSW warehouses.

## **15. Union Membership**

Subject to the provisions of the *Workplace Relations Act 1996*, and for the nominal life of this Agreement, the Company recognises the National Union of Workers as the Union entitled to represent employees covered by the terms of this Agreement.

## **16. Transmission of Business**

Redundancy provisions and entitlements are not applicable where a business is transmitted from the employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee"), in any of the following circumstances:

- (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (ii) Where the employee rejects an offer of employment with the transmittee:

In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

### **16. Labour Hire Employees**

In the event the employer elects to use labour hire employees the employer agrees that they will require the labour hire agency to pay the labour hire staff at rates at least equal to the rates contained in this Agreement for the relevant classification as part of the contract the employer has with the labour hire company. This clause shall only operate to the extent that the work being performed by the labour hire employees is similar to those employees covered by this Agreement.

Managing Director  
Michael Hawksford

Secretary NUW NSW Branch  
Derrick Belan

Chief Financial Officer  
Mark Macourt

Consultative Team Member  
Print name

### **ANNEXURE "1(A)"**

#### EMPLOYEE WARNING RECORD

NAME:

DEPARTMENT:

Clock number:

a. COUNSELLING

Date:

Reason for counselling:

Supervisor:

Employee:

Witness:

b. FINAL WRITTEN WARNING

Date:

Reason for warning:

Manager:

Employee:

Witness:

c. TERMINATION

Date:

Reason for termination:

Manager:

Employee:

Witness:

d. WARNING REMOVAL

Date:

Reason for warning removal:

Manager:

Employee:

Witness:

**ANNEXURE "1(B)"**

**FINAL WRITTEN WARNING FORM**

NAME:

DEPARTMENT:

Clock number:

Reason for written warning:

Required Performance Standard:

Performance Review Date:

This warning will remain active for a period of:

The Company expects that there will be no further instances of unacceptable behaviour by you. Any further instances of misconduct will result in termination of your employment.

Disciplinary interview conducted and warning issued by: ..... on: .....

Manager:

Employee:

Witness:

Date:

NB: The employees refusal to sign the form does not invalidate the warning

**ANNEXURE 2**

**WAGE RATES**

Classification	Old per Week 2003 \$	Col 1 4% 21.11.2003	Col 2 4% 21.01.2005	Col 3 2.5% 21.01.2006
Storeperson and Packer Level 1	502.85	522.96	543.88	557.48
Storeperson and Packer Level 2	520.78	541.61	563.28	577.36
Storeperson and Packer Level 3	527.45	548.55	570.49	584.75
Storeperson and Packer Level 4	\$549.55	571.53	594.39	609.25
Storeperson and Packer Level 5	\$566.36	589.01	612.57	627.89