

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/112

TITLE: Dawson's Distributions Warehouse Employees Enterprise Agreement

I.R.C. NO: 97/2852

DATE APPROVED/COMMENCEMENT: 16 June 1997 and commenced from 1 July 1996

TERM: Expires 1 July 1998

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Senior Storemen, Storemen located at the distribution centre at Kelso

PARTIES: Dawson's Distributions Pty Ltd -&- National Union of Workers, New South Wales Branch



ENTERPRISE AGREEMENT

BETWEEN

DAWSON'S DISTRIBUTIONS PTY. LTD.

AND

NATIONAL UNION OF WORKERS

NEW SOUTH WALES BRANCH

1. PARTIES TO THE AGREEMENT:

This agreement shall be binding upon:

- (a) Dawson's Distributions Pty Ltd;
- (b) National Union of Workers, New South Wales Branch.

2. TITLE OF AGREEMENT:

The agreement shall be known as the "DAWSON'S DISTRIBUTIONS WAREHOUSE EMPLOYEES ENTERPRISE AGREEMENT".



3. INTENTION:

The agreement shall apply to those employees in the occupation(s) identified and engaged by the company at its depot located at:

INDUSTRIAL PARK
VARIOUS SITES
KELSO NSW 2795

4. DURESS:

The parties to this agreement agree that this agreement was not entered into under duress by any party to it.

5. INCIDENCE AND DURATION:

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Storemen and Packers General (State) Award or any other award(s) that replaces those awards during the nominal period of this agreement and thereafter until this agreement is varied or rescinded.

In this agreement to the extent of any inconsistency between the award and this agreement, this agreement shall prevail. The agreement shall operate from the date of 1 July 1996 and shall remain in force until 1 July 1998 unless varied or terminated earlier by the provisions provided within the Industrial Relations Act 1996.

6. INDEX:

The following is the index to the agreement reached between the employees and the management of the company:

1. Parties to the Agreement
2. Title of the Agreement
3. Intention
4. Duress
5. Incidence and Duration
6. Index
7. Shifts
8. Wages and Allowances
9. Public Holidays
10. Clothing/Uniforms
11. Annual Leave
12. Rostered Days Off
13. Casual Employees
14. First Aid
15. Flexibility
16. Right of Entry
17. Delegates
18. Extra Claims
19. Sick Leave
20. Counselling
21. Dispute Procedures
22. Conditions of Employment
23. Conditions of Employment



7. SHIFTS:

Employees shall be subject to the following eight (8) hour rotating roster, comprising of day, afternoon and night shifts. The implementation of the roster will be based upon whichever combination of shifts is most practical and agreed to by the employees. The Shifts will be as follows:

- | | | | |
|----|-----------------|---|--|
| a. | Day Shift | - | 7.00 am to 3.30 pm with half hour meal break. |
| b. | Afternoon Shift | - | 3.00 pm to 11.15 pm with half hour meal break. |
| c. | Night Shift | - | 11.00 pm to 7.15 pm with half hour meal break. |

The rotating roster will cover Monday day shift through to Friday night shift inclusive.

8. WAGES AND ALLOWANCES:

8.1 The following average gross wage levels are to apply for a 38-hour working week:

- | | | |
|----|---|-------------------|
| a. | Senior Storeman | \$721.00 per week |
| b. | Storeman holding a current trailer drivers licence per week | \$558.61 per week |
| c. | Storeman not holding a current trailer drivers licence per week | \$503.55 per week |
| d. | Storeman - Monday to Friday, no shift work 38 hours per week | \$450.00 per week |

8.2 Changes in wages and conditions arising from National and State Wage Cases Decisions made during the life of this agreement will be absorbed into any rates paid or allowable under this agreement.

9. PUBLIC HOLIDAYS:

9.1 Rates of pay for hours worked on public holidays are to be as follows

- Good Friday and Christmas day - double time plus normal pay.
- All other gazetted public holidays - time and one half plus normal pay.

9.2 Employees who are not rostered to work on public holiday which falls on any day from Monday to Friday shall be given one day off in lieu.



10. CLOTHING/UNIFORMS:

The following clothing will be supplied to all employees each year:

- Three (3) pairs of long trousers.
- Three (3) shirts.
- Three (3) pairs of shorts.
- One (1) jumper.

At the time new clothing is issued, all used clothing is to be returned.

[Handwritten signature]

11. ANNUAL LEAVE:

- 12.1 All employees shall receive twenty (20) working days paid annual leave pursuant to the provisions of Clause 26 Annual Leave of the Storemen and Packers General (State) Award.



12. ROSTERED DAYS OFF:

All employees (other than casuals) covered by this agreement shall receive twelve (12) rostered days off each year.

13. CASUAL EMPLOYEES:

Casual employees shall receive the site rate plus the relevant Storemen and Packers Award loading at any given time.

14. FIRST AID:

No first-aid allowance is payable.

Parties to the agreement recognise that under the NSW Occupational Health and Safety Act 1983, a \$1000.00 fine may be imposed on any person removing items from such first aid kits for any purpose other than for the treatment of injuries received by employees at the workplace.

15. FLEXIBILITY:

- 16.1 Senior storemen will be required to maintain responsibility for stock handling and supplies for load pulling whilst on afternoon or night shift.
- 16.2 Storemen holding a current trailer driver's licence may be instructed to carry out driving duties.

R. A. Dawson

16. RIGHT OF ENTRY:

Officials of the relevant union shall be afforded the right of entry to company premises in accordance with any legislation forming part of the Industrial Relations Act 1996 or any subsequent Act.



17. DELEGATES:

A delegate, duly authorised by the employees, shall be given access to management or its representatives at mutually convenient times to discuss issues.

18. EXTRA CLAIMS:

The parties to this agreement undertake to make no extra claims either relating to this agreement or any previous arrangement for the term of this agreement, being twenty four (24) months from 1 July 1996.

This provision will not apply should both management and the union agree to pursue such extra claims.

19. SICK LEAVE:

Sick leave provisions will be observed pursuant to Clause 26 of the Storemen and Packers General (State) Award.

20. COUNSELLING:

- a. Discipline is essential to promote sound relationship between management and all employees. In the case of a breach of discipline or inability to attain or maintain satisfactory work standards a "warning" system will apply.
- b. Management acknowledges the rights of employees to a fair and open discussion of alleged misconduct or negligence and management will exercise their judgment in applying corrective action, after considering all the available and relevant factors, such as:
 - i) circumstances and work relevance of the misconduct;
 - ii) seriousness of the misconduct;

M. Dawson

- iii) employee's explanation of his/her conduct;
- iv) employee's past conduct and personal situation;
- v) repeated disregard for procedures.

c. Warning System:

- i) **Verbal:** verbal discussion between the employee and his/her manager, noted and signed by employee.
- ii) **First Warning:** In writing (on file for three (3) months).
- iii) **Second Warning:** Administered by the Contract Manager (or his nominee) in the presence of a Union Delegate or nominee (on file for six (6) months).
- iv) **Final Warning:** Administered by the General Manager (or his nominee) in the presence of the Union Delegate or nominee (on file for twelve (12) months.)
- v) Termination of employment will result after three (3) letters of warning have been administered and there has been no substantial change in attitude or conduct.



21. DISPUTE PROCEDURES:

- (i) Any dispute arising out of employment shall be referred by the shop steward to the company representative appointed for this purpose.
- (ii) Failing settlement at this level between the company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the company.

All efforts shall be made by the company and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to the Union Secretary and the company shall refer the dispute to its employer association and the Union Secretary shall take the matter up with the employer association.

- (iii) 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.
- (iv) At any time either party shall have the right to notify the dispute to the Industrial Registrar.

R. C. C. C. C. C.

22. CONDITIONS OF EMPLOYMENT:

This agreement is to operate in conjunction with the Storemen and Packers General (State) Award.



The parties hereby witness this agreement as follows:

Signed for and on behalf of:
**NATIONAL UNION OF WORKERS
SECRETARY N.S.W. BRANCH**


.....
Frank Belan

In the presence of:


.....

Signed for and on behalf of:
**DAWSON'S DISTRIBUTIONS
PTY LTD**


.....
Neville Dawson

In the presence of:


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