

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/305

**TITLE:** Bartter Enterprises Ingleburn Distribution Centre Agreement 2000-2002

**I.R.C. NO:** 2001/6584

**DATE APPROVED/COMMENCEMENT:** 19 October 2001/ 1 July 2001

**TERM:** \_\_\_\_\_ 12 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 16 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of the company engaged at the distribution centre at Ingleburn

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

**FILED**

- 5 OCT 2001

OFFICE OF THE INDUSTRIAL REGISTRAR

# BARTTER ENTERPRISES ENTERPRISE AGREEMENT

2000 -2002

INGLEBURN DISTRIBUTION CENTER

## 1. TITLE

This agreement shall be known as the Bartter Enterprises Ingleburn Distribution Center Agreement 2000 - 2002.

## 2. SCOPE AND PARTIES

This agreement is made in relation to employees of the company employed at the distribution center at Ingleburn and the National Union of Workers (NSW Branch).

## 3. RELATIONSHIP TO PARENT AGREEMENT

This agreement shall be read in conjunction with the terms and conditions of the Storemen & Packers General ( State) Award. Where inconsistencies occur between this Agreement and the award, the terms of this Agreement prevail. Where this agreement is silent the conditions of the abovementioned award shall apply.

## 4. LENGTH OF AGREEMENT

This agreement shall come into force from 1 July 2000 and shall remain in force until 30 June 2002. The parties agree to enter into discussion no later than 3 months before the expiry date of this agreement.

## 5. WAGE INCREASES

All wages will be increased by 3 % from the first full pay period falling on or after 1 July 2000. This increase will be backpayed from the first full pay period falling on or after January 1st 2000 in recognition of the lateness of negotiations.

All wages will be increased by 4 % from the first full pay period falling on or after 1 July 2001.

## 6. CLASSIFICATION STRUCTURE and WAGE RATES

### WAREHOUSE STREAM

Level	Description	From 1 January 2000 Hourly Rate	From 1 July 2001 Hourly Rate
Level One	1) Storeman & Packer	\$ 13.56	\$ 14.10
	2) Storeman & Packer with forklift licence	\$ 13.81	\$ 14.36
Level Two	1) Storeman Driver A	\$ 13.86	\$ 14.41
	2) Storeman Driver A with forklift licence	\$ 14.11	\$ 14.67
Level Three	1) Storeman Driver B	\$ 14.12	\$ 14.68
	2) Storeman Driver B with forklift licence	\$ 14.37	\$ 14.95

For employees to be classified with a forklift licence they must hold the appropriate accredited licence.



## CUSTOMER SERVICE STREAM

Level	Description	From 1 January 2000	From 1 July 2001
Level One	Customer Service Operator	\$ 14.47	\$ 14.90
Level Two	Customer Service Operator	\$ 16.05	\$ 16.53

## 7. ALLOWANCES

### CASH COLLECTION

Employees who are required to collect monies, excluding not negotiable cheques, shall be paid the following weekly allowance:

1. more than \$ 30 but less than \$ 150 \$ 3.40 per week
2. more than \$ 150 but less than \$ 250 \$ 4.80 per week
3. more than \$ 250 but less than \$ 400 \$ 6.90 per week
4. more than \$ 400 but less than \$ 600 \$ 10 .10 per week
5. more than \$ 600 \$ 13.40 per week.

### LEADING HAND ALLOWANCE ( Warehouse Stream only )

Those employees who are appointed as a Leading Hand will be paid an allowance of 0.92 cents per hour to be included in their bases rate for all purposes of this agreement and the award.

### SUPERVISOR ALLOWANCE ( Warehouse Stream only )

The company will review the current Supervisory wages and conditions and adjust accordingly in line with other sites and agreements. This review will be completed by 30 November 2000.

## 8. APPEARANCE MONEY

Those employees classified as – Level 2 and Level 3 who are employed as full time drivers will be paid an attendance bonus of \$ 30 per week if work is attended for the full week . If an employees at those levels does not present for 1 shift or more they will not be paid the \$ 30 bonus for that week. If any employee other than those employed as full time drivers is required to work as a driver for 3 or more days in any one week, he/ shc will be entitled to the provisions of this clause.

## 9. PUBLIC HOLIDAY LOADING

To meet our customer requirements it is recognised that work will need to be performed on some public holidays. All work performed on public holidays will be paid at the rate of triple time. If it is a customer requirement that Bartter Enterprises needs to work on any public holiday, the company will call for volunteers in the first instance. If the required number of volunteers cannot be sourced the company reserves the right to require employees to work such public holidays.

## 10. SPAN OF HOURS

The ordinary hours of work, exclusive of meal times, shall average 38 hours per week worked between 6.00am and 6.00pm on any day of the week. If Saturday or Sunday work is to be



considered as part of ordinary hours throughout the life of this agreement, both parties will negotiate further at that time to decide payment for any proposed shifts by mutual agreement. If no agreement can be reached the Disputes Procedure will be followed.

## **11. 38 HOUR WEEK**

The 38 hour week may be implemented in any one of the following ways:

- By employees working less than 8 hours each day
- By employees working less than 8 ordinary hours on one or more days each week
- By employees working 9.5 ordinary hours on 4 days of the week.
- By rostering the employees off on various day of the week during a particular work cycle so that each employee has one day off during that 4 weeks work cycle.

. Any change will be in consultation with employees and by mutual agreement. However if mutual agreement cannot be reached, the method of working the 38 hour week shall be at the discretion of Bartter Enterprises, provided that any changes to the method will be communicated at least 7 working days prior to any change.

## **12. DUTIES FLEXIBILITY**

Employees shall comply with all reasonable requests to perform any duties which are incidental to the function of the department in which they are employed, provided such duties are within the limits of the employees' skills, competence and training and they do not suffer a reduction in pay.

## **13. CASUAL EMPLOYEES**

A casual employee shall mean an employee employed by the hour for a minimum of 4 hours on any day.

## **14. SHIFT WORK**

Early Morning Shift shall mean a shift which commences on or after 4.00am and before 6.00am. A loading of 12.5% shall be paid on the early morning shift.

Afternoon Shift shall mean a shift which finishes after 6.00pm and before midnight. A loading of 17.5% shall be paid on the afternoon shift.

Night Shift shall mean a shift which commences after 4.00pm and before 4.00am. A loading of 30% shall be paid on the night shift.

## **15. SICK LEAVE**

The method of leave accumulation shall remain as per the sick leave provision contained in the Storeman and Packers General ( State) Award., however sick leave shall be paid out on the following basis:

At the commencement of this agreement , all permanent employees shall select one of the following options. Such selection shall continue throughout the term of the individuals employment.



### Option One

Apply current award conditions up to the time an employee leaves the company. On ceasing employment all untaken sick leave which has accumulated as from the last anniversary prior to 23<sup>rd</sup> December 1997, shall be paid out.

Sick Leave that has accumulated from the last anniversary of employment and remains untaken at that date when employment ceases will be paid out on a pro rat basis

### Option Two

All untaken sick leave which has accumulated up to the last anniversary of employment prior to 23<sup>rd</sup> December 1997, shall be kept in reserve.

At each subsequent anniversary all untaken sick leave which has accumulated ( with the exception of leave in reserve) shall be paid out.

Sick leave that has accumulated from the last anniversary of employment and remains untaken at the date when employment ceases will be paid out on a pro rata basis.”

Sick leave which has been kept in reserve can only be used if an employees’s medical condition that has resulted in the taking of leave is in excess of the yearly accumulation.

## **16. COUNSELLING PROCEDURE**

- (A) In the event where the actions of an employee are unacceptable to the employer, the employee shall be counselled in the presence of a union representative or a witness representing the interest of the employee. The employer shall clearly identify the unacceptable actions and advise on the corrective measures that are required.
- (B) Where the initial counselling has been unsuccessful a written warning shall be given to the employee identifying the unacceptable actions and detailing the corrective measures required. Such written warning will also advise of the subsequent consequences did not occur within a specified time.
- (C) If there is no improvement in the employee’s performance within the specified time the employee ( after reviewing all the information available and has provided the employee the opportunity to show the cause for the unacceptable actions), may give notice of termination of employment or alternatively direct the employee on disciplinary leave.

Disciplinary Leave shall mean leave without pay for a term no less than 1 ~~week and no more~~ than 4 weeks.

## **17. SUPERANNUATION**

The company will pay the required legislative amount into the following ~~complying funds~~:

- 1) Company nominated fund.

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2) LUCRF.

## **18. INCOME PROTECTION INSURANCE**

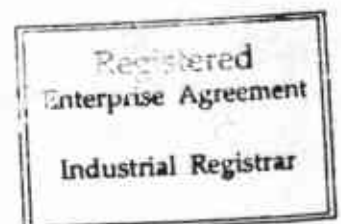
The company agrees to deduct Income Protection Insurance from individual employees weekly wage should they elect to take up such insurance.

## **19. REDUNDANCY**

Refer to Annexure A.

## **20. DISPUTES PROCEDURE**

- 1) Any dispute arising out of employment shall be referred by the Union representative or the individual employee to the Company representative (in the first instance this shall be the employees immediate supervisor) appointed for this purpose.
- 2) Failing settlement at this level between the Company and the Union Representative on the job, the Union Representative shall refer the dispute within 24 hours to the union organizer who will take the matter up with the Company. All efforts shall be made by the Company and the Union Organizer to settle the matter but failing settlement the union organizer shall refer the dispute to the union secretary and the company shall refer the dispute to its employer advocate and the union secretary shall take the matter up with the appointed advocate.
- 3) 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.
- 4) At any time either party shall have the right to notify the dispute to the Industrial Registrar.



SIGNATORIES

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print: Belinda M. Livingstone Witness Name TONY CLARK

Signature B.M. Livingstone Signature [Handwritten Signature]

Position: NATIONAL HUMAN RESOURCE MANAGER

Date: 28/08/01 Date 28/8/01

Signed for AND on behalf of: – National Union of Workers –NEW SOUTH WALES BRANCH

Name Print: F. BEZAN Witness Name WAYNE MEANEY

Signature [Handwritten Signature] Signature [Handwritten Signature]

Position: STATE SECRETARY

Date: 08 SEP 2001 Date 6/9/01



## ANNEXURE A

### BARTTER ENTERPRISES PTY LIMITED

#### Ingleburn Distribution Centre

#### Redundancy Provisions

##### General

In the event that a decision is made to restructure any of the company's operations, it is the company's objective to re-deploy all personnel from the affected areas to other employment within the company. However, we recognise that despite all our best efforts, the objective may not be practically achieved and if any employee cannot be suitably re-deployed on a **mutually agreed basis**, the provisions of this Redundancy Agreement shall apply. This does not mean that employees can automatically choose to be paid a redundancy payment. Each case will be treated on its individual merits.

If redeployment is achievable, further to ensure suitability of employees to their new position the following shall apply:

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1. If the position is similar to that of their previous position, a work trial period of 4 weeks shall apply to the redeployment. During this time the employee and the manager of the new department shall meet on a regular basis to discuss any issues or concerns. If such concerns or issues cannot reasonably be resolved, the employee has the option to take redundancy payment.

2. If the position is fundamentally different to that of their previous position, a work trial of 6 weeks shall apply to the redeployment. During this time the employee and the manager of the new department shall meet on a regular basis to discuss any issues or concerns.

If such concerns or issues cannot reasonably be resolved, the employee has the option to take redundancy payment.

1. **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.

**"Agreement"** means the Barter Enterprises Ingleburn Distribution Centre Agreement 2000 -2002.

**"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.

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**Those casual employees who have been employed by the company for longer than 6 months as at 15<sup>th</sup> December 2000 and who work regular hours will be covered by the notice period provisions of this agreement.**

**"Part time employee"** means an employee whose rostered hours of work are less than an average of 38 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:

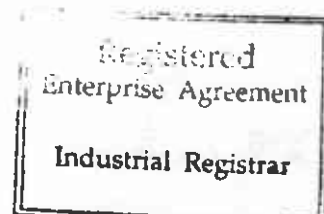
- (a) termination of employment pursuant to the Company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the Company's requirement to reduce its labour requirements;
- (b) termination of employment due to retirement;
- (c) situations where full time or part 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.
- (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 Barter Enterprises.

**"The Union"** means the NUW.



**"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.

**"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.

2. **Consultation:**

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

3. **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. **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.

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6. **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 for each year of service, calculated to completed quarters; provided the total payment made, including the payment in lieu of notice if the 4 weeks notice period is not given will not exceed 56 weeks' pay.
- (b) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and
- (c) 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.

7. **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 6(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 6(c) of this Agreement.

8 **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 in accordance with Clause 31 of the Award.

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

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