

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/286

**TITLE:** Bridgestone Australia Ltd Marayong Warehouse (NSW) -  
Storepersons Agreement 2002

**I.R.C. NO:** IRC02/4122

**DATE APPROVED/COMMENCEMENT:** 8 August 2002/1 March 2002

**TERM:** 1 March 2004

**NEW AGREEMENT OR VARIATION:** Replaces EA01/52

**GAZETTAL REFERENCE:** 20 September 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all storepersons employed by Bridgestone Australia Ltd at the Company's Marayong State Warehouse, Sunnyholt Road, Marayong, N.S.W.

**PARTIES:** Bridgestone Australia Ltd -&- National Union of Workers, New South Wales Branch



**BRIDGESTONE AUSTRALIA LTD.  
TYRE MARKETING & OPERATIONS DIVISION**

**MARAYONG WAREHOUSE (NSW) – STOREPERSONS  
AGREEMENT 2002**

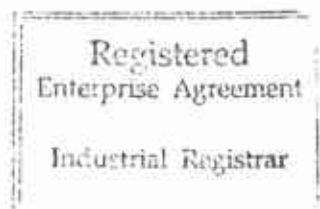
**between**

**BRIDGESTONE AUSTRALIA LTD.  
TYRE MARKETING & OPERATIONS DIVISION**

**(the Company)**

**and**

**THE NATIONAL UNION OF WORKERS  
NSW BRANCH**



## 1. PREAMBLE

The negotiations which occurred between the parties in order to construct this Agreement were based around warehouse employees improving the absenteeism issue and having a commitment to the quality and quantity of their work to ensure that customer service was of high importance.

## 2. TITLE

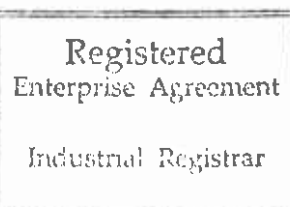
This Agreement shall be known as the Bridgestone Australia Ltd. "Marayong Warehouse (NSW) - Storepersons Agreement 2002.

## 3. ARRANGEMENT OF AGREEMENT

Clause No.	Title
1.	Preamble
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23.	Stocktake
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25.	Sick Leave
26.	Union Training and Meetings
27.	Workplace Health and Safety

## 4. APPLICATION OF THE AGREEMENT

This Agreement shall apply at the Marayong State Warehouse located at Sunnyholt Road, Marayong, NSW, in respect of all storepersons employed at the State Warehouse.



## **5. PARTIES BOUND**

This Agreement shall be binding on:

- (a) Bridgestone Australia Ltd.;
- (b) The National Union of Workers (NUW), NSW Branch;
- (c) All employees, whether members of the NUW or not, whose employment is at any time when the Agreement is in operation, subject to the Agreement.

## **6. DATE AND PERIOD OF OPERATION**

- i) This Agreement shall apply to all storepersons at the Company/Marayong Warehouse and shall take effect from 1<sup>st</sup> March 2002 up to and including 28<sup>th</sup> February, 2004.
- ii) The parties agree to commence negotiations for a new Agreement at least two (2) months prior to the expiry of this Agreement.
- iii) Should negotiations for a new Agreement not be finalised prior to the nominal expiry date of this Agreement, existing terms and condition of employment, including rates of pay, shall continue for all employees until conclusion of negotiation and subsequent certification of the next Agreement.
- iv) This Agreement operates to the exclusion of previous certified or non-certified agreements.

## **7. RELATIONSHIP TO PARENT AWARDS**

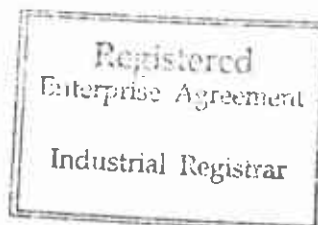
- i) This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award (Award).
- ii) Where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement or previous agreements certified or non certified are silent, Award provisions shall apply.

## **8. ENTERPRISE AGREEMENT POSTING**

At the workplace, a true copy of this Agreement shall be available in a convenient place so as to be easily accessed by employees.

## **9. UNION NOTICES**

Reasonable facilities shall be afforded to the Unions to post Union meeting notices, signed by the Secretary of Organiser, on a board so as to be easily read by employees.



## **10. AIMS AND OBJECTIVES OF THE AGREEMENT**

The aims and objectives of this Agreement are:

- i) To improve productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures which will significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- ii) To adopt a consultative and participative approach to implement increased and sustained productivity across all areas of operations of the enterprise.
- iii) To further develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in industry.
- iv) To reduce the level of potential disputation between employees and the Company by ensuring that set procedures for solving grievances and disputes are followed.
- v) To establish a consultative mechanism whereby all changes and proposals that may affect the operations of the enterprise are discussed and evaluated by the Company, employees and the Union.

## **11. NO EXTRA CLAIMS**

There shall be no extra claims during the life of this Agreement.

## **12. PRECEDENT**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

## **13. STARTING TIME**

Both parties agree that Storepersons shall clock on at a time which allows ample time for their work functions to commence at exact starting time, at no cost penalty to the Company, eg 7.25am for 7.30am work function commencement.

## **14. FLEXIBLE WORKING ARRANGEMENTS**

The Company reserves the right to introduce flexible working arrangements which may include staggered start times, shift work and/or roster system to improve customer service. Any arrangements will be made in consultation with the parties.



**15. EXISTING STANDARDS**

Existing entitlements will not be altered or reduced by the making of this Agreement except as provided for by this Agreement.

**16. IMPROVEMENTS IN COMMUNICATION**

All parties agree to participate constructively in regular team communication discussions which will be used as a starting point for the development and allocation of tasks which need to be implemented to achieve efficiency objectives. Bimonthly meetings will be scheduled to occur between the union delegates and two senior manager.

**17. PICK-UPS AND DELIVERIES**

Storepersons agree that, provided that sufficient resources are available and at the discretion of the Warehouse Manager, they shall deliver and/or pick up stock in small trucks (up to 5 tonne) as required.

**18. ASSIST DRIVERS WITH LOADING**

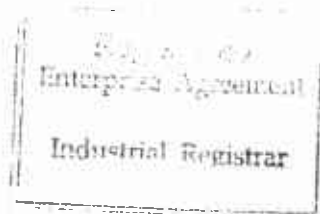
It is agreed that storepersons will, whenever necessary, assist drivers in loading their trucks, to ensure adequate health and safety provisions are applied. This means that any existing demarcations between storepersons and drivers in this area will no longer apply.

**19. PAYMENT OF WAGES**

The Company agrees that wages of weekly employees shall be paid no later than Thursday of each week, as detailed at Clause 12 – Payment of Wages, Storeman and Packers, General (State) Award 1990.

**20. WAGE ADJUSTMENT AND OTHER BENEFITS**

- i) The following increases shall apply during the life of the Agreement:
  - A. 4% increase from the first full pay period on or after the 1<sup>st</sup> of March 2002.
  - B. 1.5% increase from the first full pay period on or after the 1<sup>st</sup> of September 2002.
  - C. 1.5% increase from the first full pay period on or after the 1<sup>st</sup> of March 2003.
  
- ii) It is further noted that all allowances will be increased in line with the wages movements outlined in sub clause (i), A, B and C respectively, except for the Attendance Allowance which remains at \$30 per week, effective from the first full pay period on or after the 1<sup>st</sup> March 2002.



iii) **Attendance Bonus Scheme**

To improve productivity and reduce absenteeism the Company is prepared to retain an Attendance Bonus Scheme as follows:

\$30.00 gross per week will be paid to Marayong storepersons who attend work for the full 38 hours during that week. If no time is lost during the full twelve months then the Company will pay one week's (normal rate) pay as an additional bonus. The full twelve months is defined as being the period 1<sup>st</sup> March to the 28<sup>th</sup> February (or 29<sup>th</sup> if a leap year) inclusive, in a calendar year. This offer does not refer to Workers Compensation (as approved by the Company's Insurance Company), Bereavement Leave, sick leave (with or without a Doctor's Certificate) or any unexplained absenteeism and consequently will result in the loss of bonus. Rostered days leave and Public Holidays are included as part of the 38 hour week.

In the event of a Marayong storeperson resigning from the Company a pro-rata portion of the Annual Attendance Bonus will be paid, if that employee has not lost time through sick leave. If an employee is dismissed by the Company for any reason then that employee forfeits any outstanding attendance bonus.

**21. ABSORPTION**

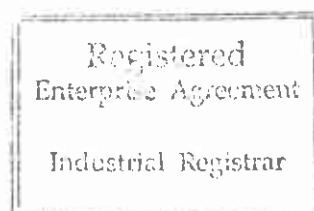
The parties agree that any Arbitrated Safety Net adjustments payable pursuant to decisions of the Australian Industrial Relations Commission shall be offset to the extent of any wage increase payable pursuant to this Agreement.

**22. DISPUTES PROCEDURE**

All parties confirm their commitment to the disputes and industrial grievance procedures, detailed in the Storeman and Packers General (State) Award.

**23. STOCKTAKE**

A commitment by the employees has been given to provide a sufficient crew at each monthly stocktake. The number of employees required for each stocktake will be determined by the Warehouse Manager. The employees will be notified of the date of the stocktake and number of employees required two weeks prior. Volunteers will inform Warehouse Manager one week prior. In the event that there is insufficient volunteers, the Warehouse Manager will nominate employees on a rotational basis. All employees must participate in the stocktake.



## **24. TRANSMISSION OF BUSINESS**

This agreement shall apply to any successor, assignee or transmittee of all or any of the work.

## **25. SICK LEAVE**

It is agreed that single day absences without a doctor's certificate shall be limited to two in any one calendar year. Any absences longer than a single day or on more than two occasions in a year for a single day, will require a doctor's certificate. A statutory declaration is no longer acceptable.

In removing the use of statutory declarations the Company has agreed to allow Marayong storepersons to accrue their sick leave after the certification date of this agreement for the purposes of it being paid out upon resignation.

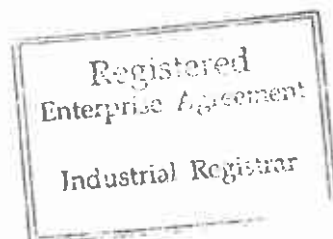
Any unused sick leave at the time of resignation will be paid out to the individual, however if in the case of a dismissal of any kind, this payment will be forfeited.

## **26. UNION TRAINING AND MEETINGS**

The Company will support any one delegate at a time to attend a union meeting or training away from the workplace providing that notification requesting their attendance is received at least one week in advance so that the Warehouse Manager can make appropriate arrangements at the worksite.

The frequency of meetings and training sessions must be reasonable so as to maintain customer service required by the Company.

It is agreed and expected that any delegate attending such meetings will commence their normal shift on the morning of the meeting and then leave work allowing sufficient time to get their for the start of the meeting.





## 27. WORKPLACE HEALTH AND SAFETY

Bridgestone Australia Ltd. is responsible for ensuring the health and safety of all its employees. The company, in recognition of its responsibilities, shall develop and implement a new Occupational Health and Safety Management System (OHSMS) in line with AS/NZS4801 to assist with the prevention of workplace accidents, injury and disease. In recognition of personal responsibility for accident prevention, all employees agree to participate in the further development of the OHSMS. This includes, but is not limited to the following:

1. Complying with the BSAL's health and safety policies and procedures.
2. Participation in safety audits and inspections.
3. Abiding by all reasonable safety instructions.
4. Ensuring that all safe/standard work instructions are complied with.
5. Participation in all appropriate company sponsored safety training programs.
6. Ensuring that all safety equipment is used at all times.
7. Ensuring that they are not, by the consumption of alcohol or a drug, in such a state that could endanger their own safety at work or the safety of any other person at work.

In the event that safety issues being raised by an employee, all attempts will be made to resolve the issue at the local level. Where a resolution cannot be determined at the site, then discussion shall occur with Management to resolve the issue.

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

Dated: 7-6-2002

[Signature]

WITNESS George [unclear]

[Signature]

FOR AND ON BEHALF OF  
BRIDGESTONE AUSTRALIA LTD.

Dated: 12/6/02

[Signature]

WITNESS Bob Ford

