

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

**SMEATON GRANGE WAREHOUSE  
CERTIFIED AGREEMENT 2004**

**between**

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

**(the Company)**

**and**

**THE NATIONAL UNION OF WORKERS  
NSW BRANCH**

**and**

**THE TRANSPORT WORKERS UNION  
OF AUSTRALIA 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, increasing the flexibility of the workforce and having a commitment to the quality and quantity of their work to ensure that customer service and customer needs are of the highest importance.

**2. TITLE**

This Agreement shall be known as the Bridgestone Australia Ltd. Smeaton Grange Warehouse Certified Agreement 2004.

**3. ARRANGEMENT OF AGREEMENT**

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#### **4. APPLICATION OF THE AGREEMENT**

This Agreement shall apply at the Smeaton Grange Warehouse located at Orietton Road, Smeaton Grange NSW, in respect of all storepersons and all drivers (the "employees") employed at the State Warehouse.

#### **5. PARTIES BOUND**

This Agreement shall be binding on:

- (a) Bridgestone Australia Ltd.;
- (b) The National Union of Workers, NSW Branch; and  
The Transport Workers Union of Australia NSW Branch ("Unions")
- (c) All employees, whether members of one of the Unions 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 operate from the date of certification from the Industrial Relations Commission and shall remain in force until 28 February 2005.
- 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.

#### **7. RELATIONSHIP TO PARENT AWARDS AND PREVIOUS AGREEMENTS**

- i) The Storemen and Packers, General (State) Award and the Transport Industry (State) Award ("the Award") applies to the persons bound by this Agreement.
- ii) This Agreement shall be taken to include all of the provisions of the Award as it stood as at the date of certification of this Agreement, except to the extent that any express provision of this Agreement is inconsistent with any such Award provision, in which case the Agreement provision shall apply instead of that Award provision.

**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 or 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**

The Unions and the employees bound by this Agreement will not, until the nominal expiry date set out in clause 6, make any extra claims in respect of the rights and obligations of those employees and/or the rights and obligations of the Unions in representing those employees. This includes, but is not limited to, claims relating to changes arising from Award variations or decisions of the NSW Industrial Relations Commission and claims relating to matters raised in the negotiations that resulted in this Agreement, regardless of whether those negotiations resulted in any agreement about those matters.

## **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**

- (i) The parties agree that the employees shall clock on at a time which allows ample time for their work functions to commence at their official starting time, which must be no later than 5 minutes prior to their official starting time.
- (ii) Further, the parties agree to a two crew operation, with each crew having different starting and finishing times, so as to better meet customer demand and business arrangements.

Initially employees will work their ordinary hours within the span from 6.30am to 5.30pm daily. This will be reviewed on a regular basis by the Company's warehouse management personnel to ensure that customer demands are being met. Warehouse management personnel may alter starting times by giving one month's notice to the employees concerned.

Rosters will be prepared so that employees will rotate between the two crews regularly. Generally, employees will rotate between the crews on a monthly basis. However it is acknowledged and agreed that because there is likely to be a greater number of employees on the early crew than on the late crew, employees will from time to time remain on the early crew for two months instead of one month.

The Company reserves the right to revert to a single crew operation in its discretion upon giving one months notice.

**14. OVERTIME**

- 14.1 The parties agree that in order to meet customer demand and business requirements, that each employee will work reasonable overtime when required.
- 14.2 The Unions and employees party to this Agreement acknowledge that in order to achieve an efficient relocation of the Company's operations from Marayong to Smeaton Grange it will be necessary for some overtime to be performed, over and above normal operational requirements, on a temporary basis. Accordingly the employees commit to working reasonable overtime to meet that temporary need.

**15. 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. Bi-monthly meetings will be scheduled to occur between employees and senior management.

**16. WORKPLACE FLEXIBILITY**

It is agreed that all employees will, whenever necessary, assist each other in performing any tasks, ensuring adequate health and safety provisions are applied and customer needs are met.

**17. WAGE ADJUSTMENT AND OTHER BENEFITS**

- i) The following increase to wages shall apply during the life of the Agreement. This increase shall not apply to the Attendance Bonus referred to in sub-clause (iv) of this clause:
  - (A) 3% increase from the first full pay period on or after March 1, 2004.
- ii) Employees who relocate from Marayong to Smeaton Grange will each receive:
  - (A) \$500.00 net of tax upon the signing of this Agreement; and
  - (B) provided they are still in the employ of the Company at the relevant time, \$1,000.00 net of tax upon the successful completion of the relocation to Smeaton Grange. This payment will be made not later than three months after the certification of this Agreement. If the relocation has not been successfully completed three months after certification, the payment will still be made, provided that the delay has resulted from circumstances that were outside of the control of the Unions or the employees.

(iii) Employees will be entitled to payment of a meal allowance in accordance with Clause 14 of the Award.

(iv) To improve productivity and reduce absenteeism the Company is prepared to retain the attendance bonus scheme as follows.

\$30.00 gross per week will be paid to employees who attend work for the full 38 hours during that week. This allowance is not payable if the employee is absent from work for any reason in that week, including workers' compensation, bereavement leave, sick leave (with or without a doctor's certificate) or any unexplained absenteeism. Rostered days leave and public holidays are counted as part of the 38 hour week.

(v) The Annual Attendance Bonus will no longer apply.

#### **18 PAYMENT OF WAGES**

All wages shall be paid no later than Thursday of each week, in accordance with clause 12 of the Award.

#### **19. RATE OF PAY FOR NEW EMPLOYEES**

New employees, will, for the first three months as a permanent employee of Bridgestone Australia Ltd. (at the Smeaton Grange Warehouse), be paid:

(i) at the rate of 80% of the rate that would otherwise be payable under this Agreement for the work performed

#### **20. SUPERANNUATION**

(i) The parties agree that the Company will, in accordance with the governing rules of the fund make superannuation contributions on behalf of the employees to Labour Union Co-operative Retirement Fund.

(ii) Subject to sub-clause (i) of this clause, the provisions of clause 38 of the Award shall apply.

#### **21. DISPUTES PROCEDURE**

All parties confirm their commitment to the disputes and industrial grievance procedures, detailed in clause 5 of the Award.

## **22. STOCKTAKE**

All employees agree to participate in stocktakes as required. Consequently, a commitment by the employees has been given to provide a sufficient crew at each monthly stocktake. An annual roster will be prepared and communicated to all employees in March of each year which will detail the number and names of employees, date, time and expected duration for each monthly stocktake.

Stocktakes may take place outside ordinary hours of work and on any given day including the weekend.

The Company may modify the roster and give notice at least two weeks prior to each scheduled stocktake. The main reason for this is to either recruit additional employees or reduce the number of employees required for the monthly stocktake, having reviewed the amount of stock on site for the month. The date and time may also vary.

Employees must seek approval from the Warehouse Manager at least 2 weeks prior to the stocktake to change their "rostered" stocktake duties, with another employee. Changes will only be granted to employees who have extenuating circumstances. Where approval is given for a change, it is the responsibility of the employee to arrange for a replacement. A final copy of stocktake notification will be issued and placed on the noticeboard at least one week prior to each stocktake.

## **23. SICK LEAVE**

- (i) It is agreed that paid single day absences without a doctor's certificate shall be limited to two in any one calendar year. However any single day absence immediately before or after a rostered day off will require a doctor's certificate, failing which the employee will not receive payment for the absences. Any other absences longer than a single day or on more than two occasions in a year for a single day (not being before or after an RDO), will require a doctor's certificate. A statutory declaration is no longer acceptable.
- (ii) Upon certification of this Agreement the Company will pay to employees the monetary value of any sick leave entitlement accrued between 1 March 2002 and 28 February 2004, less the value of any sick leave taken in that period. This provision shall not apply where an employee had a negative sick leave balance as at 1 March 2002.
- (iii) Unused sick leave will no longer be paid out on resignation.



#### **24. 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 levels 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 there for the start of the meeting.

#### **25. REDUNDANCY**

In the event that the company implements a decision that results in retrenchments/redundancies the following conditions will be paid:

- (i) Three weeks pay for each completed year of service, capped at a maximum of 39 weeks;
- (ii) Continuous casual service will be recognised as service for the purpose of calculating entitlements for i) above;
- (iii) Accrued sick leave to be paid out to a maximum of 35 days;
- (iv) 4 weeks pay in lieu of notice upon redundancy;
- (vi) Annual leave loading to be paid on pro rata annual leave, where employment is terminated on the grounds of redundancy; and
- (vii) Employees who are made redundant will be supplied with a certificate of service which includes a statement as to the reasons for termination and the period of the employee's service.

## 26. 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.
8. The parties agree to work together to develop a mutually agreeable fitness for work program during the life of the agreement.

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: 14-7-04

[Signature]

FOR AND ON BEHALF OF  
BRIDGESTONE AUSTRALIA LTD.

Dated: 17/4/04

[Signature]  
WITNESS J.P.

[Signature]  
WITNESS

[Signature]

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

Dated: 16.4.04

[Signature]  
WITNESS

**This document is not for certification, that is, not for placement on the internet.**

	<b>Proposed Agreement</b>	<b>Storeman &amp; Packers General (State) Award</b>
<b>Clause</b>	<b>BSAL Rates</b>	<b>Award Rates</b>
17	Storeman & Packers Level 1 - <b>\$593.32</b> / Casual <b>\$711.99*</b> Level 2 - <b>\$741.65</b> Level 2 - <b>\$752.42</b> (First Aider) Level 3 - <b>\$799.90</b> (Leading Hand)	Level 1 - \$470.70 Level 2 - \$485.70 Level 3 - \$491.50 Level 4 - \$510.30

\* **Note:**

Level 1 is the new starter's rate as agreed (80% of the BSAL Level 2 rate).

**Applicable from the first full pay period on or after March 1, 2004**