

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/65

**I.R.C. NO:** 97/1592

**DATE APPROVED/COMMENCEMENT:** 10 April 1997

**TERM:** Expires 30 June 1998

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

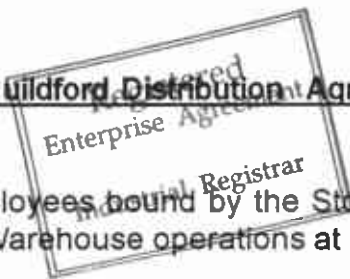
**NUMBER OF PAGES:** 8

**TITLE:** Protector Safety Supply Guildford Distribution Agreement 1996

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to all employees bound by the Storeman and Packers General (State) Award engaged in the Warehouse operations at 137 McCredie Road, Guildford NSW.

**PARTIES:** Protector Safety Supply Pty Ltd -&- National Union of Workers, New South Wales Branch.



**PROTECTOR SAFETY SUPPLY**

**GUILDFORD DISTRIBUTION**

**AGREEMENT**

**1996**

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**1. Title**

This Agreement shall be known as the Protector Safety Supply Guildford Distribution Agreement 1996.

**2. Application**

This Agreement shall apply to all employees bound by the Storemen and Packers General (State) Award who are engaged in the warehouse operations of Protector Safety Supply Pty. Ltd. at 137 McCredie Road, Guildford, N.S.W.

**3. Parties Bound**

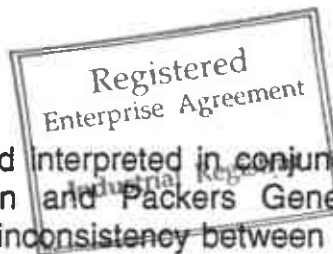
The parties to this Agreement are:

**3.1** Protector Safety Supply Pty. Ltd.

**3.2** The National Union of Workers - NSW Branch representing employees engaged in any of the trades or occupations specified in the Storemen and Packers General (State) Award.

**4. Relationship to Parent Awards**

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



**5. Date and Period of Operation**

This Agreement shall operate from the date of certification and shall remain in force until 30th June 1998.

**6. Wage Rate Increase**

The ordinary time rate of pay will be increased as follows:

- 5% from the date of agreement, back-dated to 1st July 1996.
- a minimum of 3% and a maximum of 7% from 1st July 1997.

## 7. Objectives of this Agreement

The objective of this Agreement is to encourage a process of continuous improvement aimed at achieving gains in productivity and flexibility throughout the Guildford Distribution operations.

The benefits of the gains achieved will be shared with employees through a system of performance based pay as detailed in Appendix 1. This system is constructed on a basis that provides both the company and employees with the maximum benefit when the maximum wage increase is achieved.

## 8. Operation of the Performance Pay System

### 8.1 Benchmarks and Targets

Once established, the benchmark (starting level) and the target values for each performance indicator will not be changed, except under the following conditions:

- (a) Agreed errors in the calculation.
- (b) Changes in policy, practices or business conditions.
- (c) Any other reason agreed by the parties.

Because of the limited history of performance data, the parties will review the target after three months' operation to confirm their validity.

Any adjustments made under this Clause will be made in consultation with employees to ensure that the opportunity for achieving the target performance is retained and the target neither reduced nor increased unfairly.

### 8.2 Review

At the end of the first year the parties will review the operation of the performance indicators and may change or replace the performance indicators or vary their weighting, providing there is agreement with the majority of employees concerned.

### 8.3 Second Year Performance

Except for any changes resulting from Clause 8.1, the average performance achieved over the first year will become the benchmark figure for the commencement of the second year.

The parties will monitor and report progress during the second year so that the results achieved will be available to both parties for consideration in the negotiation of the next agreement.

## 9. **Work Practices and Conditions**

The following changes in work practices and conditions are intended to provide improved flexibility and productivity throughout the Guildford Distribution Protector Safety operations, consistent with the objectives of this Agreement. The parties agree to the implementation of the following provisions and actions:

### 9.1 **Span of Hours**

The span of hours within which the normal hours may be worked is 6.00 a.m. - 6.00 p.m. Ordinary hours outside the span-of hours in the parent award may be worked only by agreement of the employee concerned.

### 9.2 **Flexibility of Hours**

By agreement with the ~~Distribution Manager~~ <sup>Industrial Reps</sup>, employees may take time off on a normal work day for pressing domestic needs providing the equivalent hours are worked at a future time suitable to the company's needs.

Time off must be made up within 4 weeks of it being taken.

### 9.3 **Staggered Start and Finish Times**

The ordinary hours of work may be scheduled to include different start and finish times, providing work hours are within the span of hours and a minimum of one week's notice of any change is given.

### 9.4 **Permanent Part-Time**

Employees may be engaged on a permanent part-time basis to work less than an average of 38 hours per week over a 4 week cycle provided that:

- (a) Hourly wage rates shall be one thirty-eighth of the weekly rate for full-time employees in the equivalent classification.
- (b) Part-time employees shall have pro-rata entitlement to annual leave, sick leave, long service leave and other leave provisions in the parent award.

- (c) The average weekly hours are agreed to upon commencement and shall remain fixed unless varied by mutual agreement.
- (d) The minimum hours of part-time work are 7.6 per week and 4 per day unless varied by mutual agreement.
- (e) Overtime will be paid for all hours worked in excess of 38 per week consistent with the provisions of the parent award.

#### 9.5 Flexible Use of Annual Leave

- (a) By specific agreement with the Distribution Manager, employees may take annual leave in single day periods up to a maximum of 5 days in a year.

The leave loading for single day absences will be accumulated and paid with the remaining leave loading once per year.

- (b) The company will try to accommodate requests for extended annual leave in excess of normal close down periods but not in a way that may adversely affect business operations.

#### 10. Sick Leave Incentive

During the first year of this Agreement the company in conjunction with the consultative committee in each region will examine the viability of an incentive system aimed at reducing absenteeism.

The implementations of any such system will be by agreement of the parties.

#### 11. Skills Training and Development

The company undertakes to review the need for skills training and to ensure that adequate skills development training is implemented.

The initial focus will be on internal skills training in the use of the company computer system.

As part of this process the Distribution Manager will be available to consult with individual employees on matters concerning their development and career opportunities.



**12. Dispute Resolution**

In the event of a dispute, the parties to this Agreement shall follow the procedure set down in Clause 5 of the Storemen and Packers General (State) Award.

**13. Renewal of Agreement**

The parties to this Agreement agree to begin negotiations on the renewal of this Agreement three months prior to the termination date but shall make no other claims during the term of this Agreement.

**14. Signatures**

Signed on behalf of Protector Safety Supply - Guildford Distribution

Signature: 

Name and Title: R.W. SILCARR Registered ~~GROUP~~ MANAGER HUMAN RESOURCES

Date: 6/2/97



Signed on behalf of the National Union of Workers - NSW Branch

Signature: 

Name and Title: F. BELAN, STATE SECRETARY.

Date: 11/2/97

# PROTECTOR SAFETY ENTERPRISE AGREEMENT

## APPENDIX 1

### PERFORMANCE PAY CALCULATION

The amount of the second increase described in Clause 5 will be determined by the performance achieved in each of the key performance indicators in Table 1 below.

Table 1 are the actual figures to be used as benchmarks and targets. The benchmark scores zero points, the target scores the maximum points under the weighting of watch factor. The sliding scale between the benchmark and target provides an increased payment for all levels of achievement better than the benchmark, even if the target is not achieved.

The amount of Performance Pay is calculated by the addition of the points earned corresponding to the achievement in each factor. This total, expressed as a % of the maximum points of 100, is multiplied by the maximum performance pay component of 4% from Clause 5.

#### Example:

Assume	Movements/Hour	6.9	=	72
	Stock Corrections/Pick	1.7	=	24
	Total Points		=	96
Actual Performance Pay Amount			=	96% x 4%
			=	3.84%
Second E.A. Increase			=	3 + 3.84
			=	6.84