

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/208

TITLE: Campbell Consumer Products (A Division of Campbell Brothers Limited)
Certified Agreement

I.R.C. NO: 97/6211

DATE APPROVED/COMMENCEMENT: 17 November 1997 and commenced 23 August 1997

TERM: Expires 23 August 1998

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Production and Distribution employees (members of the Australian Workers' Union, New South Wales Branch) at 291-303, Woodpark Road, Smithfield 2164

PARTIES: Campbell Consumer Products (A Division of Campbell Brothers Limited) -&- The Australian Workers' Union, New South Wales

August 1997

Certified Agreement

Registered
Enterprise Agreement
Industrial Registrar



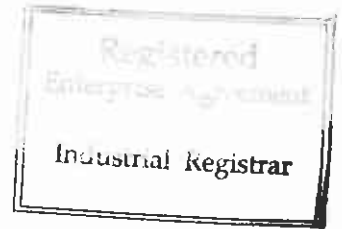
Campbell

Consumer Products

(A Division of Campbell Brothers Limited)

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1996



CERTIFIED AGREEMENT

**CAMPBELL CONSUMER PRODUCTS
(A DIVISION OF CAMPBELL BROTHERS LIMITED)**

AND

THE AUSTRALIAN WORKERS UNION (NEW SOUTH WALES BRANCH)

CERTIFIED AGREEMENT

THIS AGREEMENT made in pursuance of the Industrial Relations Act 1996, this *24. OCTOBER... 1997* 1997 between CAMPBELL CONSUMER PRODUCTS (A DIVISION OF CAMPBELL BROTHERS LIMITED), 291-303 Woodpark Road, Smithfield, New South Wales, 2164 (hereinafter called "the Company") and THE AUSTRALIAN WORKERS UNION (NEW SOUTH WALES BRANCH), (hereinafter called "the Union"), witnesseth that it is hereby mutually agreed between the parties that the following Agreement shall apply to the Company and employees notwithstanding any provisions to the contrary contained within any Award or Agreement.

**CAMPBELL CONSUMER PRODUCTS
(A DIVISION OF CAMPBELL BROTHERS LIMITED) CERTIFIED AGREEMENT**



Arrangement of Agreement

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PART 1 - PRELIMINARY

1.1 Title

This Agreement shall be known as the Campbell Consumer Products (A Division of Campbell Brothers Limited) Certified Agreement.

1.2 Agreement Coverage

This Agreement shall apply to Campbell Consumer Products (A Division of Campbell Brothers Limited) (hereinafter called the "Company") and it's employees (who are members of the Australian Workers Union (New South Wales Branch)) employed at 291-303 Woodpark Road, Smithfield, New South Wales, 2164.

1.3 Relationship to the Parent Award

The terms and conditions of this Agreement shall be read and interpreted in conjunction with the following award -

Soap and Candle Makers (State) Consolidated Award - New South Wales

Where the provisions of the above are inconsistent with the terms of this Agreement then this Agreement applies.

1.4 Date of Operation

This Agreement shall take effect and have the force of law throughout the State of New South Wales as from 23 August, 1997 and shall remain in force for a period of one (1) year from that date, and thereafter until varied or rescinded.

1.5 Aim

This Agreement between the Company and the Australian Workers Union (New South Wales Branch) has been developed through a process of consultation and participation and reflects the ongoing commitment to making Campbell Consumer Products increasingly competitive with first class service, quality, flexibility, communication and commitment.

It is the objective of this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the Company, enhance skills and job satisfaction and assist positively in ensuring that the Company becomes a more efficient enterprise.

This could involve -

- Improvements in job design
- Positive attitude and morale development
- Better co-operation between all levels within the organisation
- Reduction in waste
- Fine-tuning and adherence to maintenance procedures
- Reduction in down-time
- Reduction in absenteeism
- Personal development and training
- Continual quality improvement
- Reliable and accurate data systems
- Better and flexible planning
- Internal & external 'customer' satisfaction
- Improved working conditions

This Agreement shall contribute to the shared success of both the Company and its employees reflected in improvements in -

- Job satisfaction and a sense of achievement among employees
- Increased job security
- Improved employee morale
- Remuneration and other benefits



It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both the Company and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of the Company and the employees simultaneously.

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capacities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

1.6 Agreement Posting

A copy of this Agreement shall be exhibited in conspicuous and convenient places on the premises of the Company so as to be easily read by employees.

1.7 Joint Consultation Committee (JCC)

The parties to this Agreement shall establish a consultative mechanism with representation of Company and employee(s) and/or the Union with procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting the efficiency and productivity of the enterprise. This committee shall be a forum for open discussion and shall meet as appropriate.

1.8 Anti-Discrimination

The parties to this Agreement agree that -

- a) It is their intention to achieve the principal objective of The Anti-Discrimination Act 1977, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination within the Company on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- b) Any dispute concerning these provisions and their operation will be progressed initially under the grievance procedure outlined in clause 2.10 of this Agreement; and
- c) Nothing in these provisions allows any treatment that would be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation; and
- d) Nothing in these provisions prohibits:
 - i. where the Agreement is approved before 23 June, 2000, the payment of junior rates; or
 - ii. any discriminatory conduct (or conduct having a discriminatory effect) if:
 - A. the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - B. the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT



2.1 Wage Increase

A 3% wage increase shall apply as from 23 August, 1997.

2.2 Payment of Wages

Wages are to be paid by Electronic Funds Transfer (EFT) in such a manner so as to ensure that deposits are made into individual accounts no later than Thursday for the previous pay week.

2.3 Ordinary Hours of Work

The ordinary hours of work shall be thirty-eight (38) hours per week, to be worked in five (5) days, Monday to Friday. Each employee shall attend work another two (2) hours each week which shall be accrued towards Rostered Days Off (RDO) as outlined below in clause 2.6.

2.4 Normal Start Times

For normal day work, starting time shall be 6:30 a.m. unless otherwise mutually agreed to by an individual or group. Normal hours shall fall between 6:00 a.m. and 6:00 p.m..

2.5 Break & Meal Knock-Off Times

All machines will run productively until the bell rings at 9:28 a.m. and 12:28 p.m. each day.

2.6 Rostered Days Off (RDO)

AC 2.6.1 Rostered Days off shall be at the average rate of one (1) every four (4) weeks. At the beginning of each calendar year, the Company shall set and publish a schedule of when rostered days are to be taken for that calendar year. These rostered days off shall be a Monday unless that Monday forms part of a gazetted 'long weekend'. Should this arise, the RDO may then fall on a day immediately before or after that 'long weekend'.

AC 2.6.2 The Company may elect to change published RDO on no more than three (3) occasions each calendar year provided the Company gives a minimum of two (2) weeks notice to employees and that the day to then be taken off is a Monday.

2.7 Meal Allowance

Employees shall be entitled to a meal allowance of \$7.80 after working a continuous one and a half (1½) hours of overtime on that day.

2.8 Sick Leave

A full-time employee shall be given access to eight (8) days paid sick leave after three (3) months of full-time employment with the Company. Additionally, on each anniversary of a full-time employee's full-time employment with the Company, they shall have access to an additional ten (10) days paid sick leave. This paid sick leave shall accrue on a yearly basis.



2.9 Redundancy

2.9.1 Notice of Redundancy

Where the Company has made a definite decision to retrench an employee(s) and this is not due to the ordinary and customary turnover of labour, the Company undertakes to provide the maximum possible period of notice to the employee(s) concerned, and their Union. The minimum notice period to be given to employees shall be as per the Soap and Candlemakers (State) Award.

2.9.2 Method of Selection

Where and when the need for redundancies has been identified, it shall be on the basis of the need for the position and, wherever possible, volunteers will be sought from employees applicable to that position. The Company reserves the right not to agree to all acceptances of voluntary redundancies.

The Company will, wherever possible, select employees from the volunteers. However, if insufficient numbers of employees accept voluntary redundancy, the Company will then select employees to be made redundant according to skill, flexibility, competency and to meet the Companies requirements.

2.9.3 Redundancy

- Each employee who is made redundant shall receive 4 weeks pay at ordinary time. This payment is in lieu of notice.
- Each employee who is made redundant shall receive 3 weeks pay at ordinary time for each completed year of service with a pro-rata component payable on any part years of service. The maximum payment, including the 4 weeks pay in lieu of notice, shall not exceed 30 weeks.
- Each employee who is made redundant shall receive payment of all accumulated sick pay on the date of their termination.
- Long service leave shall be paid according to the appropriate legislation.
- Superannuation payments will be made in accordance with the terms of the trust deed(s) and will not effect the above mentioned payments.
- Each employee who is made redundant shall receive annual leave entitlements and pro-rata annual leave loadings.

2.9.4 Misconduct

Where the employment of an employee is terminated because of misconduct of that employee, the employee will not be entitled to redundancy payments under this clause.

2.10 Grievance Procedure

2.10.1 Procedure relating to a grievance of an individual employee:

- The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for discussions and state the remedy sought.
- A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.

- Reasonable time limits must be allowed for discussion at each level of authority.
- At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- While a procedure is being followed, normal work must continue.
- The employee may be represented by an industrial organisation of employees.



2.10.2 Procedure for a dispute between an employer and the employees:

- A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- Reasonable time levels must be allowed for discussion at each level of authority.
- While a procedure is being followed, normal work must continue.
- The employer may be represented by an industrial organisation of employers and the employees may be represented for the purposes of each procedure.

2.11 Disciplinary Procedure

The disciplinary procedure (counseling/warning system) shall be as follows:

(a) Formal Counseling

Employees will be counseled about the matter and details will be noted in the Operation Manager's or Supervisor's diary. A Union Delegate may be present at the employee's request.

(b) Formal Warning

The employee will be counseled/warned about the matter which will be confirmed in writing and signed by the employee. Whilst there is no requirement for witnesses at this stage, a delegate will be present at the employee's request.

(c) Final Warning

If the misdemeanour continues or other misdemeanours occur, a final warning in writing will be given to the employee (to be signed) with a Union Delegate present.

(d) Dismissal

If the employee's performance does not improve, the person will be terminated. The Union Delegate will be notified of the situation prior to the termination and the dismissal should be carried out with a union delegate present.

(e) Nothing in this procedure limits the company's rights under this Agreement or at common law. Depending on the seriousness of the situation the company reserves the right to effect summary dismissal or such lesser action as the Company deems appropriate.

PART 3 - MISCELLANEOUS PROVISIONS

3.1 No Extra Claims Undertaking

It is a term of this Agreement (arising from the decision of various State Wage Cases) that the Union and employees undertake, for the duration of the Agreement, not to pursue any extra claims, Award or Over-award. Safety Net wage increases will not be passed on to employees and will be absorbed into existing wage rates.

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3.2 Productivity

Employees are strongly urged to actively participate with the Company in identifying procedures, methods and practices which can be changed and which will generate productivity improvements.

3.2.1 Production Productivity

To provide incentive and reward for higher levels of output, the Company has introduced a weekly 'Production Bonus Scheme'. A 'plain English' explanation of this scheme, designed for general issue to employees will be made available to all employees when they first join the Company or at their request.

3.2.2 Attendance Productivity

On the last working day prior to Christmas, employees who have in excess of five (5) days sick leave remaining which has been accrued within the previous year, may elect to have some or all of the excess for that year only, paid out to them on that date.

3.3 Workplace Health & Safety and Quality

3.3.1 All parties are committed to significantly improving site health and safety, and product and service quality. A renewed emphasis will be given to these areas as a priority. This will be achieved through a process of education and involvement

All work procedures and product systems must be implemented at all times with safety as a prime requirement. All safety policies and practices are to be implemented at all times. Issued safety equipment and clothing is to be used as directed and maintained in an acceptable condition. Safety equipment or clothing which becomes broken or worn out should be brought to the attention of a Supervisor or the Operations Manager immediately who will arrange for replacement if appropriate.

3.3.2 Product quality must continue to improve to internationally competitive levels. All work procedures and product systems must be implemented at all times in accordance with the 'Corporate Quality Policy Statement' which states, "We are committed to total customer satisfaction through the provision of quality goods and services".

Signed for and on behalf of

CAMPBELL CONSUMER PRODUCTS
(A Division of Campbell Brothers Limited)



STUART JAWSON

Print name

In the presence of -

R. W. Weigand

ROBYN WEIGAND

Print name

Signed for and on behalf of

THE AUSTRALIAN WORKERS UNION
(NEW SOUTH WALES BRANCH)

R. K. COLLISON

R. K. COLLISON

Print name

In the presence of -

WSECHEN

WSECHEN

Print name

Pursuant to *The Industrial Relations Act 1996*, the provisions of this Certified Agreement are approved.

....., Commissioner

This Certified Agreement was filed in my office on the day of
..... 19....., was approved by the Commission and was registered
No..... of 19....., in the Register of Certified Agreements kept by me.

Dated this day of, 19.....

Operative Date:

Certified Agreement -