

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/61

**TITLE:** MPG Logistics (Granville) Enterprise Bargaining Agreement 2000

**I.R.C. NO:** 2000/3585

**DATE APPROVED/COMMENCEMENT:** 3 August 2000/ 17 July 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/282

**GAZETTAL REFERENCE:** 30 March 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all warehouse employees engaged in the warehousing and distribution operations of MPG Logistics located at 15 Berry Street, Granville, NSW

**PARTIES:** MPG Logistics -&- National Union of Workers, New South Wales Branch



**MPG Logistics**

GRANVILLE  
NEW SOUTH WALES

&

NATIONAL UNION OF WORKERS

NSW BRANCH

ENTERPRISE BARGAINING  
AGREEMENT

WAREHOUSE EMPLOYEES

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**CLAUSE 1            TITLE**

This Agreement shall be known as the MPG Logistics (Granville) Enterprise Bargaining Agreement 2000.

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### **CLAUSE 3**

### **PARTIES BOUND**

- 3.** This Agreement is made between MPG Logistics of 15 Berry St, Granville, New South Wales, a logistics service of Mayne Nickless Limited CAN 004 073 410, and the National Union of Workers, New South Wales Branch, and shall be known as the MPG Logistics (Granville) Enterprise Agreement 2000.
- 3a** This Agreement applies to all Warehouse employees engaged in the warehousing and distribution operations of MPG Logistics at this Granville activity located at 15 Berry Street, Granville, NSW.
- 3b** The parties to this Agreement agree that agreement has been reached through consultation and consensus and decided upon without duress by any party.
- 3c** The Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers Bond and Free Stores Award provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

### **CLAUSE 4**

### **DISPUTE PROCEDURES**

All parties agree to abide by the following guidelines in the resolution of any grievance as per the Storeman and Packers Bond and Free Stores Award.

These guidelines are:

- The matter shall first be discussed between the employee and their immediate supervisor. The Union delegate may also be present if so requested by the employee;
- Any contentious matter/issue will be discussed at the enterprise level between management and the job delegate(s). Grievances will be responded to as soon as practicable;
- If these discussions do not resolve the dispute then the local organiser will become involved;
- If this still does not lead to resolution of outstanding matters/issues, then officers from the Union and the Company shall become involved;
- During the above procedure the status quo shall remain and work shall proceed normally;
- At any time either party shall have the right to notify the dispute to the Industrial Registrar.

### **CLAUSE 5**

### **NO EXTRA CLAIMS**

There shall be no extra claim by either party during the life of this Agreement except where consistent with National Wage Case/State Wage Case decisions.



## **CLAUSE 6**

## **PERFORMANCE**

The following are the issues agreed to between the employees and management and the Union for immediate implementation;

### **a) PRODUCTIVITY**

The parties to this Agreement should work toward maintaining and monitoring productivity and efficiency targets as measured by key performance indicators.

### **b) PICK ERROR RATES**

In addition the parties should also reduce and maintain the pick error rates to ensure they fall within the Company's commercial requirements and customer expectation.

### **c) CONTINUOUS IMPROVEMENT**

The Company, Union and Employees are committed to a process of Continuous Improvement in the workplace for the benefit of all parties during the life of this Agreement.

## **CLAUSE 7**

## **ABSENTEEISM**

### **SICK LEAVE ENTITLEMENT**

Sick leave accrual will be as per Storeman & Packers Bond and Free Store Award , paid at 7.6 hours per day. Year 1 – 5 Days, from Year 2 – 10 Days.  
RDO and Annual Leave will be accrued during Sick Leave.

Conditions:

- Current conditions regarding the taking of sick leave to remain;
- Accumulated sick leave taken in excess of whole day will constitute the next day for purposes of the above payment calculation;

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## **CLAUSE 8**

## **ALLOWANCES**

These rates apply for the term of the Agreement

### **MEAL ALLOWANCES**

Where in excess of one (1) hours overtime is worked on any day that has not been notified to employees within the previous shift, a meal allowance of \$7.60 is payable.

### **FORKLIFT ALLOWANCE**

Weekly Allowance \$21.20  
To be increased in line with Increases to Base Rate.

### **LEADING HAND ALLOWANCE**

Weekly Allowance \$21.70  
To be increased in line with Increases to Base rate.

### **FIRST AID ALLOWANCE**

Weekly Allowance \$ 8.00  
Per day as per award \$ 1.60

### **AFTERNOON SHIFT ALLOWANCE**

Employees engaged on Afternoon Shift shall receive a 25% Shift Allowance.

## **CLAUSE 9**

## **MULTI-SKILLING**

It is accepted that warehouse employees and CSO's (Customer Service Operators), can when applicable, perform functions traditional to either area of the business, provided adequate and suitable training is provided. In circumstances whereby a lack of available Stores personnel equates to an abnormally long production time, CSO's may if available and willing, be utilised in the warehouse environment.

Such circumstances may include a substantial volume increase due to client marketing strategies or movements, power failures, equipment breakdowns, lost time due to Occupational Health & Safety issues, or any other matter deemed via the process of consultation and agreement to apply.

## **CLAUSE 10**

## **UNION MEETINGS**

Site meetings for the purpose of Union matters may be held during paid time following due notice given and mutual agreement being reached between Management and the Union as to content and duration.

Any time in excess of this mutually agreed duration will be unpaid.

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## **CLAUSE 17**

### **LEADING HAND ALLOWANCE**

Employees who are appointed Leading Hands will receive the Leading Hand allowance. For the purpose of remuneration employees who are no longer recognised as Leading hands will be advised in writing and allowance will cease immediately.

## **CLAUSE 18**

### **MANAGEMENT ISSUES**

It is agreed that site Management will always have responsibility of making the controlling decisions of the business. It is also agreed that site Management will consult with all relevant parties prior to final decisions that affect the day to day work of Warehouse employees.

## **CLAUSE 19**

### **INDUSTRY/CONTRACTUAL CHANGES**

In the event of major change to the current warehouse processes, Warehouse employees are to be flexible in their day to day duties as assigned and to their general requirements of performing these duties.

Warehouse employees accept that retraining for skills and system will be undertaken as applicable.

#### **Examples:**

- The introduction of technology systems to the processing and inventory areas of operation.
- Change to vehicle configurations which could alter processing and loading requirements.
- Introduction of new contract works into existing operation

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## **CLAUSE 20**

### **HOURS OF WORK**

Flexibility with regard to work hours is paramount to the business. Due to potential change, the ability to structure work hours to cater for the needs of our customers, current and future, is necessary for long term viability.

Day Shift Span of Hours shall be 6.00am to 6.00pm, Monday to Friday.

All current notice periods will continue to be observed and any change will follow the process of due consultation between the parties.

All employees are expected to work a reasonable amount of overtime.

Agreed Options:-

#### **1. FIVE (5) DAY WEEK**

The current eight (7.6) hours per day

#### **2. FIVE (5) DAY WEEK**

Ordinary hours may be set to be worked on any or all days of the week, Monday to Friday inclusive, totaling a 40 hour week. RDO's as current to apply. The fixed hours for each working day will be set a minimum of one (1) week in advance and communicated to all employees. Any change in working hours will require one (1) week advanced notice or by agreement with employees. This is the current agreement and any variation would be by agreement between the parties.

#### **3. FOUR (4) DAY WEEK**

Ordinary hours may be set between eight (8) and ten (9.5) hours per day on any four days a week. Total of 38 hours per week.

#### **4. NINE (9) DAY FORTNIGHT**

During the life of this agreement, by agreement between the parties, it may be deemed appropriate that a 9 day fortnight be introduced on a trial basis and / or long term.

## **CLAUSE 21**

### **PERMANENT PART TIME EMPLOYMENT**

Permanent part time employment to exist with permanent and casual employment.

The Company may engage permanent part time employees if the offer of employment is accepted on that basis.

Conditions applicable to full time employees will apply to permanent part time employees.

Hours of work may be set between 19 and 32 hours per week on any day Monday to Friday. Pro rata entitlements should apply to Part -Time employees.



## CLAUSE 22

## RENEGOTIATION

The parties to this agreement will enter into negotiations three (3) months prior to the expiration of this agreement.

A 5.0% Base Wage Increase will be made on the 17<sup>th</sup> July 2000.

A further 5.0% Wage increase will be made on the 17<sup>th</sup> July 2001.

Forklift, Leading Hand and First Aid Allowances will be subject to the above increases.

Duration of this Agreement will apply from the date of signature until the 17<sup>th</sup> July, 2002.

As at 17<sup>th</sup> July 2000, the parties will operate in accordance with this Agreement, which provides for:

- A change to the Spread of Hours from 6.00am to 5.30pm to 6.00am to 6.00pm. Monday to Friday
- Meal Allowance only to be applicable if overtime is not notified within the Previous Shift.
- A commitment of the parties to Continuous Improvement on an ongoing basis.

## CLAUSE 23

## WORKCOVER

The parties agree to the following in relation to any Workcover claim, which is accepted by the Company or which, has been submitted by an employee to the Company:-

- A) For the purpose of calculating remuneration for compensable injuries, the Company shall refer to the guidelines prescribed under the Workplace Injury Management and Workers Compensation Act of 1998, as amended and the Workers Compensation Act of 1987 as amended.
- B) That employees may use accrued sick leave, annual leave and/or rostered days off prior to acceptance by the Company of a Workcover claim. The Company further agrees that if a claim is accepted the employee will be re-credited with the leave used.
- C) When determining the number of weeks that make up pay will apply for any single injury, accident or work related illness whether continuous or not, the maximum will be twenty six (26) weeks.

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## CLAUSE 24

## OCCUPATIONAL HEALTH AND SAFETY

The warehouse employees and the Company will continue to ensure that the Health, Safety and Welfare of employees is a primary concern through consultative processes with elected Health and Safety Representatives and shall continue to work toward:-

- Safe working conditions
- Observance of all legal requirements, codes of practice and regulations
- Total support networks for injured employees
- Adopting sound Occupational Health and Safety Management
- Continuous improvement in Occupational Health and Safety performance
- Workplace health promotion
- Hazard identification assessment and control
- Accident and incident investigation
- Developing and improving training and systems

## CLAUSE 25

## HEAVY ARTICLES

- A) **Heavy Articles**  
The employer shall ensure that hazard identifications undertaken relating to tasks that involve heavy articles. Also develop and adopt preventative measures pursuant to each state or territory legislation.
- B) **Training**  
The employer shall provide an approved course in agreement with the warehouse employees in Manual Handling at the cost to the employer.
- C) **Manual Handling**  
The employee shall not lift a weight that exposes that employee to risk.

## CLAUSE 26

## ARTICLES OF CLOTHING

Where an employee is required by law or his Company to wear any special uniform, cap, overall or other article, the Company at no cost to an employee shall supply it. Uniform kits will be supplied to all new warehouse employees on the 1<sup>st</sup> July of each year. The kit shall comprise of:

### PERMANENT

1 Jumper or Sloppy Joe	5 Shirts (Long Sleeve or Short Sleeve)
1 Jacket	3 Trousers (Long Trousers or Shorts)
1 pair Boots	

### CASUALS

3 Shirts (Long Sleeve or Short Sleeve)	2 Trousers (Long Trousers or shorts)
1 pair Boots.	

All supplied uniforms must be worn at all times whilst performing company duties. Uniforms must be laundered and kept in a neat & tidy manner at employee's cost. MPG staff will be entitled to a Uniform kit within one month of engagement.



**CLAUSE 27****PAYMENT OF WAGES**

Warehouse Employees wages will continue to be paid weekly by means of Electronic Funds Transfer (direct banking deposit). Wages will be deposited to accounts by Wednesday of each week, except where Public Holidays necessitate different methods.

**CLAUSE 28****NO DISADVANTAGE**

No warehouse employees shall receive, in respect of ordinary hours of work, an amount less than provided by this Agreement for the appropriate classification.

**CLAUSE 29****NEW EMPLOYEES**

- The Parties agree that any Warehouse employee (MPG Logistics Permanent or Casual/Agency Casual) engaged during the life of this agreement shall be bound by the terms of this agreement and entitled to receive the rates of pay and conditions of this agreement.
- The company undertakes that no Warehouse employee will be employed or engaged during the life of this agreement under any other agreement/award or individual contract.
- New employees will be required to serve a three-month probationary period as an agency or MPG casual in the Warehouse. If such employees are made permanent after this time, they will not have to undergo a further probationary period.
- The parties aim to maximise permanent employment within the Warehouse.

**CLAUSE 30****AGREEMENT TO BE DISTRIBUTED**

This Agreement will be displayed on Notice Board.

**CLAUSE 31****AGREEMENT MAY BE VARIED**

- A. Provided the parties approve, the agreement may be amended and/or replaced by another Agreement prior to the Agreement running its full term.
- B. All variations will be in accordance with the relevant Section of the NSW Industrial Relations Act.



## **CLAUSE 32**

## **COUNSELLING PROCEDURE**

- a) An employee whose behaviour or performance is considered unacceptable or requiring improvements shall be counseled as to the Company's expectations.

Where such counseling is not successful, formal warnings may be necessary. Formal warnings will be issued by a supervisor and shall be recorded. The employee concerned will have a witness present, unless otherwise requested. In issuing a formal warning, the Company representative will advise the employee, in writing, what action is required to rectify the situation.

Prior to any dismissal, an employee will be given a final warning, in writing, and advised of the consequences of the employee not rectifying the situation.

This clause does not apply to gross misconduct warranting summary dismissal.

- b) At the discretion of the Company, an employee involved in misconduct (other than Acts of Dishonesty) may be stood aside on normal pay pending an investigation.
- c) Letters of Warning will remain on an employee's file as follows:  
Once the time lapses as per the schedule below the Written Warning will be deemed to have expired.

- First                                    3 months
- Second                                   6 months
- Third & Final                           9 months

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## **CLAUSE 33**

## **PREFERENCE PERMANENT EMPLOYEES**

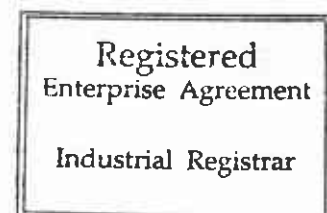
With consideration given to the business requirement MPG Logistics Granville will strive to maximise the ratio of Permanent employees to Casual and Agency employees.

The allocation of overtime will be offered to Permanent employees prior to the same offer being made to MPG Casual and then to Agency employees. Reference is made to Clause 19.

## **CLAUSE 34**

## **INCOME PROTECTION**

MPG Logistics will, if required facilitate the deduction of Income Protection Fees from individual employees pay. MPG Logistics will not fund or associated with the policy.



**CLAUSE 35**

**SIGNATORIES**

This Agreement is made on the 17<sup>th</sup> day of JULY, 2000

SIGNED for and on behalf of  
MPG LOGISTICS

[Signature]  
Witness

[Signature]  
Representative

John Keynoos  
Name (Print)

Geoff Alcock  
Name (Print)

NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH

[Signature]  
Witness

FRANK BELAN  
Name (Print)

[Signature]  
Witness

ANDREW JOSEPH  
Name (Print)

