

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/198

TITLE: McPherson's Consumer Products Warehouse Certified Agreement 2004

I.R.C. NO: IRC5/2036

DATE APPROVED/COMMENCEMENT: 9 May 2005 / 2 March 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/91.

GAZETTAL REFERENCE: 19 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by McPherson's Consumer Products Pty Ltd who perform storing and packing work at the warehouse, who fall within the coverage of the Storeman and Packers, General (State) Award.

PARTIES: McPherson's Consumer Products Pty Ltd -&- the National Union of Workers, New South Wales Branch

McPHERSON'S CONSUMER PRODUCTS WAREHOUSE CERTIFIED AGREEMENT 2004

1. Title

This agreement shall be known as the - McPherson's Consumer Products Warehouse Certified Agreement 2004.

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3. Application and Incidence

This Agreement shall apply to all relevant employees of McPherson's Consumer Products, 105 Vanessa Street, Kingsgrove.

4. Parties Bound

The parties to this Agreement are:

- (a) All relevant employees of the Warehouse
- (b) National Union of Workers, NSW branch
- (c) Cork International Pty Ltd
- (d) Employees previously employed by McPhersons' Housewares

5. Date and Period of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after 2nd of March 2004 and shall remain in force until 2nd March 2006.

5a. Relationship of Agreement to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award (2001) provided that where there are any inconsistencies this Award shall take precedence to the extent of any inconsistency.

6. Definitions

- (i) A "Casual Employee" shall mean an employee who is engaged and paid as such.
- (ii) In this Agreement any reference to one gender shall be a reference to the other gender.

7. No Extra Claims

It is a term of this Agreement that all employees bound by this Agreement will not pursue any extra claims, award or over award, for the nominal life of this Agreement as provided in Clause 5 of this Agreement, including increases arising from award variations or decisions of the Commission other than increases that are consistent with the terms of this Agreement.

8. Avoidance of Industrial Disputes

The purpose of this avoidance of disputes procedure is to allow all parties a system to discuss and resolve all matters of grievance and dispute.

The parties to this Agreement shall observe the following avoidance of industrial dispute procedure:

- STEP 1 The employee and the immediate group leader will attempt to settle any matter between themselves.
- STEP 2 If it is not settled at Step one, the group leader will meet with area manager or and attempt to settle the matter within a twenty four (24) hour period. At this stage the person may wish to include the Union Delegate.
- STEP3 Failing settlement at Step two, the matter shall be referred to the Warehouse and Logistics Manager for resolution.
- STEP 4 Failing settlement at Step 3, the matter will be referred to the union delegate which will act as a Disputes Settlement person.
- STEP 5 Failing settlement at Step 4, the parties will refer the matter to the NSW Industrial Relations Commission for conciliation or arbitration.

Note:

- (a) The processes are Steps 1, 2 and 3 should be completed within seven (7) working days to prevent escalation of any dispute.
- (b) During this five step process there will be a 'status quo' from both parties and work will proceed as normal without any bans or limitations.
- (c) Both parties agree to abide by any NSW Industrial Relations Commission decision.

9. Counselling and Warning Procedures

The purpose of this procedure is to correct unsatisfactory work performance or behaviour. The primary goal is to ensure all employees are aware of the expected standards of performance and, where they are not met, appropriate assistance is provided.

STAGE ONE - INFORMAL DISCUSSION

Prior to any formal counselling interview taking place it is often advisable to have a one-to-one discussion with the employee concerned at which the manager outlines the performance problem/s and brings the performance problem/s to the attention of the employee. The manager should clearly explain what the problem is and give the employee the opportunity to respond. The expected improvement should be stated. It should also be stated that recurrence will result in a formal counselling session. The informal discussion should be diarised by the manager but nothing put on the employee's file. This approach can often bring to the surface a particular issue, home problem etc which can be dealt with fairly and "fix" the problem, without directly into the "formal counselling".

DISCIPLINARY PROCEDURE

STAGE TWO - FORMAL COUNSELLING

The purpose of the counselling session is to advise the employee personally of the conduct that is of concern and to establish if there are any reasons for the behaviour and whether the company can provide assistance to avoid further instances of unacceptable behaviour through training or other action.

The employee should be given an opportunity to defend his/herself against the complaint with assistance of another person if requested by the employee. The company must give due consideration to matters raised by the employee. The employee and employer should attempt to reach agreement on action to rectify the problem. Conduct will be reviewed on a specific date.

The employee is informed that the counselling session will be recorded in writing in his/her personal file by way of a record of interview. A copy will be given to the employee concerned, with a copy to the Personnel Department.

STAGE THREE - FIRST FORMAL WRITTEN WARNING

The employee should be advised personally of the reason(s) for the disciplinary interview and be given an opportunity to defend his/herself against the complaint(s) with assistance of another person if requested by the employee.

The employee is informed that the counselling session will be recorded in writing in his/her personal file by way of a record of interview. A copy will be given to the employee concerned, with a copy to the Personnel Department.

STAGE FOUR - FINAL WRITTEN WARNING

The employee is again personally advised of the reason(s) for the disciplinary interview and should be given an opportunity to defend his/herself against the complaint(s) with the assistance of another person if requested by the employee. In a unionised situation it may be advisable to have a union representative present at this stage of the procedure (at the discretion of the Manager).

The company must give due consideration to matters raised by the employee which may require further investigation.

If a written warning is to be issued, the employee and employer should attempt to reach agreement on action required to rectify the problem.

The employee should be informed that:

A final warning has been issued for unacceptable behaviour following previous counselling and warning and will be recorded in his/her personal file.

A continuation of unacceptable behaviour will lead to dismissal.

Conduct will be reviewed on a specified date.

Within 24 hours of the disciplinary interview a written warning based on the record of interview will be issued to the employee and a copy placed on the employee's file. A copy will also need to be sent to the Personnel Department.

STAGE FIVE - TERMINATION OF EMPLOYMENT

Subject to careful investigation of all the facts and after the employee has had an adequate opportunity to defend his/herself against the complaint, and the company has given due consideration to the matters raised by the employee it is open to the employer to dismiss the employee.

The employee, if they wish may have assistance of another person, or have the presence of a Union Representative.

If the matter is resolved at Stage 3 and the employee has maintained a clear record, all previous incidents of misconduct will be deleted from the employee's record after twelve (12) months.

10. Labour Flexibility

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities employees shall perform a wider range of duties including multiskilling and work which is incidental or peripheral to their main tasks or functions within the scope of their skills and competencies.

Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.

Employee shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.

11. Terms of Engagement

Except as to casual employees, employment shall be on a weekly basis.

New employees for the first three months of service shall be from day to day at the weekly rate, terminable at a days notice on either side: provided that the employer shall indicate in writing, to an employee, at the time of engagement whether he/she is engaged as a casual worker or on a weekly basis.

Termination by the employer will be consistent with the appropriate legislation and award provision.

Notwithstanding any provisions of the foregoing subclauses, the employer shall have the right to dismiss an employee without notice for serious misconduct. This action may be justified in cases such as: - serious neglect of duty, extreme inefficiency or incompetence, gross insubordination and abuse, dishonesty - including theft, drunkenness, some forms of serious misbehaviour - including fighting, serious and wilful disobedience, serious safety breaches.

Each employee on the termination of his/her employment shall on request, be given a statement in writing stating the position held by the employee and the length of service,

The employer may terminate the employment of a new employee who is not able to work in all areas of the warehouse as determined during the first three months of employment.

Employees with more than 12 months satisfactory service should be made permanent.

12a. Classifications

All employees covered by this agreement shall be classified as follows:

Warehouse Assistant Level 1- New Employee or full time employee who has not completed the Tafe course.

Warehouse Assistant Level 2a- Full time employee who has completed the TAFE course.

Warehouse Assistant 2b- Full time employee who has completed the TAFE course and drives a forklift for the majority of their time.

Warehouse Assistant Level 3- Team Leaders.

Warehouse Assistant Level 1

For the purposes of this agreement, a Warehouse Assistant Level 1 shall mean an employee who performs work to the level of his/her training. Knowledge and skills are applied to a limited range of tasks and roles. Limited choice and judgement is required within established routine and the following procedures:

Is responsible for the quality of their own work (subject to instruction and direction).

Works in a team environment under constant supervision;

Undertakes duties in a safe and responsible manner;

Exercises discretion within their level of skills and training;

Possesses good numeracy, literacy and communication skills.

Indicative of the tasks which an employee at this level may be required to perform include the following:

Housekeeping

Order assembling including picking stock

Loading/unloading

Receiving, checking, dispatching and sorting of products

Satisfying internal and external customer needs.

Operation of keyboard to carry out stores work.

Documenting and recording of goods, materials and components.

Basis inventory control

Use of hand trolleys and pallet trucks

Warehouse Assistant Level 2a

For the purposes of this agreement, a Warehouse Level 2a shall mean an employee whose work undertaken is consistent with team goals and whose skills and knowledge are applied to a range of tasks where there are clearly defined roles, as per work procedures, and choices of action.

This employee in addition to performing the duties of a Warehouse Assistant, needs to meet and consistently achieve certain criteria as listed below and has satisfactorily completed the NSW TAFE course:

Is able to work from complex instructions and procedures.

Is able to co-ordinate work in a team environment under limited supervision.

Is responsible for assuring the quality of their own work.

Possesses thorough numeracy, literacy and communication skills.

May be required to perform the following task/duties; inventory and stores control, VDU operation using intermediate keyboard skills to carry out stores work.

Posses a sound working knowledge of all duties performed by Warehouse Assistants, exercises discretion commensurate with addition duties, and have a good knowledge of the employer's products.

Will be responsible for the accuracy and quality of export orders.

Will ensure customer warehouse orders are picked and dispatched within set time frames accurately and as per customer requirements.

Participate in daily cyclical inventory stock count.

Warehouse Assistant Level 2b

For the purposes of this agreement, a Warehouse Assistant Level 2b is the same as 2a, except spends the majority of their time driving a forklift.

Warehouse Assistant Level 3

For the purposes of this agreement, a Warehouse Assistant level 3 has all of the skills of 1, 2a & 2b and is a Team Leader.

12b. Classification Structure

A new wage and classification structure now forms part of the agreement.

The classification structure:

Contains descriptions which are more broadly based and generic in nature; and

Requires employees to perform a wide range of duties, including work which is incidental to or peripheral to their main function.

Accordingly, the parties:

Will not create barriers to the advancement of employees within the classification structure or through access to training where it is consistent with the needs of the enterprise.

13. Junior Employees - Wages

Juniors - The rates of pay to be paid to juniors shall be in accordance with the Storeman and packers award.

14. Wages

The wage rates contained in this clause are total weekly rates of pay (except where otherwise specified) inclusive of the basic wage for adults and are effective from 2nd of March 2004.

Weekly Hands (Adults), rates of pay will be;

Warehouse Assistant - Level 1	\$547.12/week or	\$14.398/hr
Warehouse Assistant - Level 2a	\$575.93/week or	\$15.156/hr
Warehouse Assistant - Level 2b	\$597.17/week or	\$15.715/hr
Warehouse Assistant - Level 3	\$647.33/week or	\$17.035/hr

Wage rates for McPhersons' employees employed as level 1 will be increased to the same rate. Level 2a, 2b and 3 for McPhersons' will remain unchanged.

Wage rates will change on the first full pay period after 2nd March 2005 to;

Warehouse Assistant - Level 1	\$558.07/week or	\$14.686/hr
Warehouse Assistant - Level 2a	\$614.50/week or	\$16.171/hr
Warehouse Assistant - Level 2b	\$637.37/week or	\$16.773/hr
Warehouse Assistant - Level 3	\$671.92/week or	\$17.682/hr

Wage rates for McPhersons' employees employed as level 2a,2b and 3 will receive a 2% increase on the 14th of September 2004 and no further increases until March 2nd 2006. On March 2006 the wage rates below will be common to all employees employed in each classification.

Wage rates will change on the first full pay period after 2nd March 2006;

Warehouse Assistant - Level 1	\$569.23/week	\$14.979/hr
Warehouse Assistant - Level 2a	\$626.79/week	\$16.494/hr
Warehouse Assistant - Level 2b	\$650.104/week	\$17.108/hr
Warehouse Assistant - Level 3	\$685.368/week	\$18.036/hr

Casual employees - will be paid at the level 1 site rate plus the appropriate loading.

15. Contract of Employment

15.1 Payment of Wages

The pay week in all departments will be from Tuesday of week one (1) to Monday of week two (2).

Wages of weekly, casual and part time employees will be paid not later than Thursday of week two (as prescribed above), unless circumstances arise beyond the control of the Company, e.g. computer breakdown. If this situation does arise the Company will make funds available no later than the normal pay day to employees via a temporary arrangement.

Payment of wages will be made by means of electronic funds transfer into any of the financial institutions that accept EFT, nominated by the employee, in the account name of the employee.

15.2 Hours

15.2.1 The ordinary working hours, exclusive of meal times, shall be 38 hours per week, Monday to Friday, worked as follows:

- (a) The hours to be worked will be between the span of hours 6.00am to 6.00 pm.
- (b) Once having been fixed the time of commencing and finishing work shall not be altered without at least 7 days notice to the employee concerned or by mutual agreement between the employer and the employee.

Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the Warehouse.

All work done before the starting time and/or after the finishing time fixed in accordance with 16(I) Hours Monday - Friday, inclusive shall be recognised as overtime and by agreement with the employees, shall be paid for at the rate of time and one half for the first two hours, and double thereafter.

All the time worked on a Saturday will be paid for at the rate of time and one half for the first two hours and double time thereafter.

15.3 Meal Hours

Where overtime is necessary for more than 1 hour after the usual finishing time, a break of 20 minutes will be taken. Where such overtime does not exceed 1 hour, there shall not be any break: Provided that any employer and his/her employees may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.

Where the enterprise agreement does not provide for working during recognised meal breaks, the employees called upon to work during meal hours shall be allowed an unbroken period of time off equivalent to the usual meal break, either immediately before or after.

15.4 Holidays

The paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. Such holiday shall be taken on the first day after the Easter break.

Where an employee is absent from his/her employment on the working day before or the working day after a Public Holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment of such holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever possible.

Annual leave must be taken in the year that it falls due or by mutual agreement.

Annual leave to be taken by arrangement with the employee giving four (4) weeks notice of intention to take leave.

15.5 Sick Leave

An employee for the time being worked under the agreement who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the *Workers Compensation Act 1987*) not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance. Provided that the employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to Worker's Compensation.

An employee shall within one (1) hours of the commencement of such absence or within such time as is practicable for the employee to inform the employer of his/her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of incapacity.

The employee shall prove to the satisfaction of the employer (or in the event of a dispute, the NSW Industrial Relations Commission) that he/she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.

Except as herein provided, he/she shall not be entitled in the first year of employment to leave in excess of five (5) days and ten (10) days in the second and subsequent years of employment. Sick pay entitlement for part day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.

The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of twelve (12) years in addition to the current year but no longer, from the end of the year in which they are accrued.

The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of any employee may be withheld by the employer until the employee completes such three (3) months of employment at which time the payment shall be made.

For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer.

Provided that any time so lost shall not be taken into account in computing the qualifying period of three (3) months.

Single day absences - in the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one (1) day only, such employee if in the year he/she has already been allowed paid sick leave on three (3) occasions for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in the practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident.

15.6 Service Level Payments

Service payments will remain frozen at their current levels for the life of this agreement.

16. Superannuation

All Superannuation contributions will be paid into the Superannuation Trust of Australia (STA) Superannuation Fund, the Cork International Superannuation Fund or the LUCRF industry fund, as nominated by the employee.

The parties agree that Cork International Pty Limited will pay all Superannuation amounts into the Superannuation Trust of Australia Fund (STA), the Cork International Superannuation Fund or the LUCRF industry fund.

17. Uniforms

The Company will provide the employees of the Warehouse:

Two polo shirts with logo

One sweat shirt with logo

Items of clothing will only be replaced on a new for old basis.

Laundering will be the responsibility of the employee and all employees are expected to keep uniforms clean and tidy. Employees must wear uniforms provided.

18. Leave Reserved

Should redundancies occur during the life of the agreement Cork International is committed to negotiating an appropriate redundancy agreement for employees covered by this award.

19. Cork International Quality Statement

As a party to this agreement all employees will recognise their position within the organisation and their contribution to meeting IS9002 Certification standards.

20. Transmission. of Business

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

21. Union Recognition

Cork International will continue to support union membership for employees by facilitating free and open communication between delegates and union officials.

22. Union Delegate Training

Cork International agrees delegates and co-delegates will not lose on ordinary time earnings and allowances to attend official union meetings and training so long as it is by mutual agreement. The company will not unreasonably refuse attendance to the above.

23. Renewal of Agreement

Discussions will take place no later than two (3) months prior to the expiry of this Agreement to discuss the nature of changes, if any, for any future agreement.

Signed on behalf of McPherson's Consumer Products:

Greg Goldsmith
Operations Director

4-11-04

Date

Signed on behalf of The National Union Of Workers:

D. Belan
State Secretary

27-10-04

Date