

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/241**

**TITLE:     P&O Cold Storage Limited (NSW) Clerical Enterprise Agreement  
1998**

**I.R.C. NO:**                     99/3962

**DATE APPROVED/COMMENCEMENT:** 5 August 1999 and commenced 21 December 1997

**TERM:**                             Expires 20 December 1999

**NEW AGREEMENT OR  
VARIATION:**                 New. Replaces EA 96/264

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**     15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**     Applies to all clerical employees in warehouse operations at the sites at 69 Mandon Road Girraween NSW and 21 Holbeche Road Arndell Park NSW. Employees are weekly clerical employees of the Company including part-time and casual employees in NSW

**PARTIES:**     P&O Cold Storage Limited (NSW) -&- Federated Clerks' Union of Australia, New South Wales Branch



**P&O Cold Storage Limited (NSW)  
Clerical Enterprise Agreement 1998**

1. This Agreement shall be titled the P&O Cold Storage Limited (NSW) Clerical Enterprise Agreement 1998

**ARRANGEMENT**

Clause Numbers

- |   |  |
|---|--|
| 1. Title                                | 18. Meal Breaks on Overtime                    |
| 2. Scope and Application                | 19. Rostered Days Off                          |
| 3. Parties Bound                        | 20. Sick Leave                                 |
| 4. Period of Operation                  | 21. Annual Leave, Loading & Long Service Leave |
| 5. Operational Efficiency<br>Commitment | 22. Public Holidays                            |
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| 7. Wages                                | 24. Transfers                                  |
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| 14. Shift Work                          | 31. Superannuation                             |
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2. **SCOPE AND APPLICATION OF AGREEMENT**

This Agreement shall apply to P&O Cold Storage Limited (the company) and its clerical employees in warehouse operations at the sites at 69 Mandoon Road Girraween NSW and 21 Holbeche Road Arndell Park NSW.



### 3. PARTIES BOUND

The parties to this agreement are P&O Cold Storage Limited NSW (the company) and the Federated Clerks Union of Australia, NSW Branch (the union). Where this Agreement is silent the provisions of the Clerical and Administrative Employees (State) Award (award) shall apply.

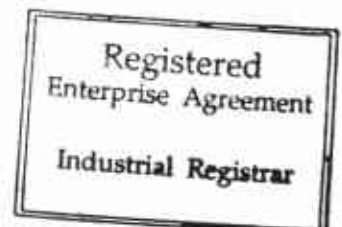
Definition: Employees are weekly clerical employees of this Company including part-time and casual employees in NSW.

### 4. PERIOD OF OPERATION

This Agreement shall apply from 21 December 1997 and shall remain in force until 20 December 1999. This Agreement shall be reviewed no earlier than 3 months prior to the expiration date.

### 5. OPERATIONAL EFFICIENCY COMMITMENT

- (i) The parties shall endeavor to ensure that as part of a service industry the operations of the Company shall operate as flexibly as possible in order to meet customer demand.
- (ii) Employees within each level and within their skills and capabilities are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- (iii) Subject to the agreement of the company and the employees concerned, employees are to undertake training for a wider range of duties as may be required by the Company.
- (iv) The parties will not create barriers to advancement of employees within the structure of this agreement or through access to training.
- (v) Increased work loads and flexibility requirements may be accommodated by agreement.
- (vi) Clerical tasks currently being performed by AMIEU members will continue, however, a ceiling of six (6) weeks is to be placed on the amount of time an employee covered by the Company's agreement with the Australasian Meat Industry Employee's Union, who is on rehabilitation due to workers' compensation, may perform clerical duties normally performed by an employee covered by this agreement. This may only occur:
  - a) after consultation with the union delegate; and
  - b) if it does not lead to a decrease in the number of clerical positions.



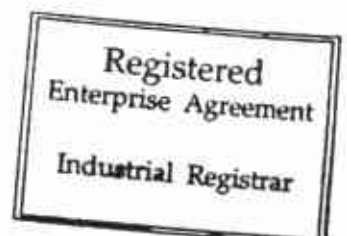
- (vii) Additional tasks may be allocated to AMIEU members provided that it does not lead to a decrease in clerical staff numbers.

## 6. OBJECTIVES

- (i) The Company offers a value added range of cold storage services. The company has as its aim to be the market leader by offering the highest value of service to its customers.
- (ii) The people the company employ will be results oriented, flexible, willing to learn and self confident. They will have strong interpersonal and customer skills.
- (iii) The company will provide its employees with the training they need to be competent in their role and development in order to undertake future roles.
- (iv) To serve the company customers the employees will operate as part of a team, supporting each other and working in a number of areas. The company's employees will be multi-skilled.
- (v) To foster a team culture the company shall endeavour to organise in such a way to offer permanent employment rather than casual employment where practical.
- (vi) To foster and promote harmonious industrial relations the company and the clerical employees acknowledge and agree that the intent of this agreement is to contribute to the achievement of all the above objectives that will contribute to the interests of employees and to the continued growth of the company.

## 7. WAGES

- (i) In consideration of acceptance of this Agreement the company offers the following wage classification and rates per week for all purposes to all clerical employees, and who recognise that this offer is applicable only to them and not to any other groups of employees.
- (ii) All purpose rates of pay will be increased by \$32.00 per week effective from the first full pay period to commence on or after 20<sup>th</sup> December, 1997.
- (iii) A further increase of \$16 per week shall be paid effective from the first full pay period to commence on or after 17<sup>th</sup> March, 1999.
- (iv) The parties agree during the life of the agreement to review the classification structure and definitions.



(v)

Classifications	Rate from 20/12/97 (inclusive of S32.00 increase)	Rate from 17/3/99 (inclusive of S16.00 increase)
Level One	Applies to trainees with less than 3 months service.	
	\$444.50	\$460.50
Level Two	Applies to employees whose main function is data entry.	
	\$482.00	\$498.00
Level Three	Applies to employees whose main functions encompass level two (2) duties with customer service responsibilities and limited supervision and decision making as delegated by management.	
	\$519.50	\$535.50
Level Four	Applies to employees who can perform all the duties at the other levels and who assume additional responsibilities such as exercising substantial initiative and judgement, performing multiple roles and utilising knowledge of Company business and procedures in multiple warehouses.	
	\$557.00	\$573.00

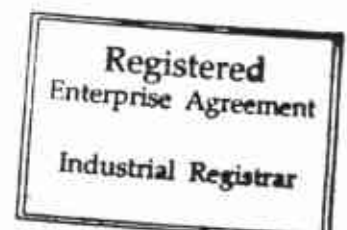
(vi) The morning shift allowance and meal allowance shall discontinue under the above classification structure.

#### 8. FLEXIBILITY

The parties agree that during the life of this Agreement that improvements in productivity, efficiency, and flexibility, based on the objectives expressed herein will be sought by all parties.

#### 9 INCENTIVE SCHEME

The Clerical employees shall share in the incentive scheme proposed in individual warehouse operations.



From the date of operation of this Agreement, productivity gains for each warehouse determined by reference to the "Warehouse Labour Projection Model" will continue to be shared 1/3<sup>rd</sup> each between employees, the client(s) and the company up to the company's benchmark level (100%).

Gains in excess of benchmark (100%) will be shared 50-50 between employees and the company.

## 10. ORDINARY HOURS OF WORK

- (i) The ordinary hours of work shall not exceed 38 hours per week and shall be worked between the hours of 6.00am and 7.00pm, Monday to Sunday inclusive. However, when work commences at any time between 6.00 am and 7.00 am, the ordinary span of hours for that employee shall be taken as 12 hours from their commencement time.
- (ii) The ordinary hours may be worked in one of the following ways:
  - (a) 4 days per week, with a monthly Rostered Day Off (RDO) accrual, at 10 hours and 8 minutes per day
  - (b) 19 days per 4 week cycle, at 8 hours per day.
- (iii) In any roster which is in accordance with subclause (ii) above the following shall apply:
  - (a) hours shall be worked in no more than 5 consecutive days per week.
  - (b) employees shall be granted 2 consecutive days off in each week
  - (c) employees rostered to work on Saturday and Sunday as part of their ordinary hours shall be rostered off one weekend in four, of which shall not include the RDO.
- (iv) For all employees employed prior to 20 December 1995 the following shall apply:
  - (a) rostered work on a Saturday and Sunday shall remain voluntary
  - (b) employees may maintain his/her current roster where ordinary hours are worked over 5 days, Monday to Friday with RDO accrual.
- (v) However, at peak period such as Christmas and Easter individual warehouse operations may be rostered to start ordinary hours of work from 5 am with consultation and 7 days notice. The peak period of Christmas is defined as the four weeks prior to and four weeks after Christmas and the peak period of Easter is defined as the two weeks before and the two weeks after Easter.

- (vi) Ordinary hours shall be worked in no less than 4 consecutive hours and no more than 12 consecutive hours, on any given day.
- (vii) Employees will have the opportunity to volunteer for any variation to his/her hours subject to the needs of the operation and with the Warehouse Manager's and State Management agreement/approval.
- (viii) For employees employed after 20/12/1995, rosters may be changed from time to time to suit the changing needs of the business after due consultation and 7 days notice except in emergencies, by mutual agreement.
- (ix) Ordinary hours worked Monday to Friday shall be paid at the appropriate classification rate of pay.

#### **11. PENALTY RATES AND LOADINGS FOR ORDINARY HOURS**

- (i) All ordinary hours worked by full-time and part-time employees on a Saturday shall be paid for at the rate of time and one half.
- (ii) All ordinary hours worked by full-time and part-time employees on a Sunday shall be paid for at the rate of time and three-quarters.
- (iii) Casual employees working on a Saturday shall be paid time and one half in addition to loadings set out in clause 13 Casual Employees Hours of Work.
- (iv) Casual employees working on a Sunday shall be paid time and three quarters in addition to the loadings set out in clause 13 Casual Employees Hours of Work.

#### **12. PART-TIME EMPLOYEES**

- (i) Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
- (ii) The hours of work shall be no less than 12 per week, with a minimum payment of four hours for each start.

#### **13. CASUAL EMPLOYEES' HOURS OF WORK**

- (i) Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38, plus a casual loading of 20%, plus 1/12<sup>th</sup> annual leave loading.



- (ii) Casual employees shall be entitled to a minimum payment of four hours work at the appropriate rate for each start.
- (iii) The company undertakes to review casuals with union delegates within 3 months after the casual's commencement date. Existing casual employees will be given preference for any permanent positions.

#### **14. SHIFT WORK**

Shift work can be worked in not less than 4 hours and not more than 12 consecutive hours. All shift provisions of the Clerical and Administrative Employees (State) Award shall apply, excluding the early morning shift payment.

#### **15. OVERTIME**

- (i) An employee shall be paid overtime for all work –
  - (a) in excess of 38 hours per week
  - (b) for all time worked outside the ordinary span of hours
  - (c) before his/her regular commencing time on any one day
  - (d) after his/her regular ceasing time on any one day
  - (e) for casual employees, any hours worked additional to the rostered ordinary hours
- (ii) The rate of overtime shall be time and one half for the first two hours and double time thereafter, Monday to Saturday inclusive.
- (iii) The rate of overtime for Sunday shall be double time.
- (iv) By mutual agreement the rate of overtime may be time off in lieu of overtime provided that:
  - (a) any such agreement is in writing
  - (b) time off shall be calculated at the penalty equivalent
  - (c) the employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
  - (d) the time off must be at a mutually agreed date no later than one month from the working of overtime, or it shall be paid out.





- (v) The Company may require a reasonable amount of overtime to meet customer needs. In requesting overtime, the Company will take into account the personal needs and circumstances of each individual.
- (vi) Employees called in to work overtime shall be given a minimum 4 hours payment.
- (vii) When overtime work is necessary it shall, wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (viii) Overtime shall be paid in six minutes intervals.

## **16. START/FINISH ARRANGEMENTS**

Notwithstanding any overriding OHS requirements or guidelines, each employee shall present themselves at their work station and be ready to start at their nominated start time and shall remain at their work station until their nominated finished time.

## **17. MEAL BREAKS**

- (i) Employees shall be entitled to two meal breaks of twenty minutes each per day or shift.
- (ii) The first meal break shall be taken subject to work requirements. Should Management require an employee to work through this break, the employee shall be paid at ordinary time.
- (iii) The second meal break shall be taken within 5 hours of commencing work, and shall be a paid meal break. Should Management require employees to

work through this break, the employee shall be paid at the ordinary rate plus 50%.

**18. MEAL BREAKS ON OVERTIME**

- (i) Employees shall be entitled to a 20 minute paid meal break after working 1 ½ hours past their rostered finish. When working on overtime all meal breaks are paid.
- (ii) Meal allowance payable for overtime shall be incorporated into weekly rates of pay as part of the increase effective from 20<sup>th</sup> December, 1997.

**19. ROSTERED DAYS OFF**

- (i) Rostered days off may be taken as follows:
  - (a) maintain existing rosters
  - (b) accumulate and payout a minimum of 5 RDO's or a maximum of 12 RDO's.
- (ii) If an employee agrees to work on an RDO, he/she will be granted an alternative day off.

**20. SICK LEAVE**

- (i) Sick leave shall be 64 hours per year, which is accumulative.
- (ii) Sick leave of two days or more on each occasion must be substantiated by a Doctor's Certificate.
- (iii) As entitled, each employee shall be paid the number of sick leave hours appropriate to their individual roster arrangement. Subject to each employee holding 64 hours in reserve all other sick leave may be paid out on a voluntary basis at each anniversary date.

**21. ANNUAL LEAVE, ANNUAL LEAVE LOADING, AND LONG SERVICE LEAVE**

Annual Leave, Annual Leave Loading and Long Service leave shall be in accordance with the State legislation and Award.



## 22. PUBLIC HOLIDAYS

- (i) The following days shall be recognised as public holidays, New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day, Boxing Day, and all proclaimed public holidays for the State.
- (ii) Weekly full time and part time employees shall be entitled, without loss of pay, to Public Holidays as observed or proclaimed in NSW, and as indicated above. Where a weekly employee's roster does not include a paid Public Holiday when it occurs as a normal working day the employee shall be entitled to payment for that day at the appropriate classification rate of pay for 7.6 hours.
- (iii) Each employee rostered or nominated to work on a Public Holiday shall be paid at double time (200%) of the appropriate classification rate of pay for hours worked; or alternatively paid at single time at the appropriate classification rate of pay for hours worked with an entitlement of equivalent paid leave at single time which may be taken with annual leave (without leave loading), or as mutually agreed.
- (iv) Employees working on a Public Holiday shall be given a minimum of four hours payment. Employees absent the working day before or after the public holiday without reasonable excuse or without Company agreement shall not be entitled to such paid holiday.
- (v) In addition to the holidays referred to in subclause (i), employees shall be entitled to one additional day as a picnic day holiday in each calendar year. The picnic day shall become a floating day. This day may be taken as a single day or added to annual leave (without the payment of loading) on a mutually agreed day between the employer and employee. If the agreed day cannot be taken, an alternative date must be agreed.

## 23. EFT

All wages and allowances shall be paid weekly in arrears by EFT. The Company shall carry the initial cost of this transaction. One month's period of time shall be allowed to complete this arrangement.



## **24. TRANSFERS**

The Company may require its employees to transfer daily between warehouses to meet warehouse requirements, or emergency work related needs that may arise.

Personal difficulties or family circumstances may be considered providing satisfactory advice is given to the Company. Transfers due to emergencies shall be given maximum cooperation by all parties. A travel allowance of \$0.44 per kilometre will be paid for the incidental and authorised use of personal vehicles between Girraween and Arndell Park when transfer is required after commencement.

## **25. UNION TRAINING**

Subject to the following conditions, elected union delegates shall be granted leave to attend courses conducted or approved by the union which are designed to promote good employee relations.

- no more than two paid days per year shall be granted to each delegate
- unused leave shall not accrue from year to year
- applications shall be in writing to the Company and at least 28 days before the course and shall include details of the course, content and dates conducted
- employees with six months continuous employment are eligible for this leave
- no more than one employee can attend at the same time
- any employee attending such leave shall not be financially disadvantaged in any way
- The company shall not be required to pay any additional costs associated with leave pursuant to this clause
- Leave granted under this clause shall count as service for all purposes of this agreement, and
- on completion of the course the employee shall provide proof of their attendance at the course in order to be paid, and upon request inform the company of the nature of the course and their observations.

## **26. PARENTAL LEAVE**

Parental Leave, including Maternity Leave, Paternity and Family Leave shall be granted in accordance with the provisions of the NSW State Legislation and Award.



**27. REDUNDANCY**

- (i) (a) For under 12 months weekly service – Nil.
- (b) At the completion of each 12 months weekly service – as per schedule.
- (c) At each completed year of service:

<b>YEARS</b>	<b>WEEKS PAY</b>
1	3
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	30
11	33
12	36

- (ii) Thereafter three weeks for each year of service to a maximum of 60 weeks in the event of any redundancy the Company will ensure that a fair and equitable process is implemented for any employees who are surplus to Company requirements.

**28. NO EXTRA CLAIMS CLAUSE**

It is a condition of this Agreement that the parties undertake not to pursue any extra claims for the duration of this Agreement.

**29. DISPUTE/GRIEVANCE SETTLEMENT PROCEDURE**

- (i) In the first instance any issue in dispute will be discussed and, where possible resolved between the employee/employees and management.



When required, a delegate nominated and approved by the Union and an appropriate Company representative will assist in resolving of the dispute.

- (ii) Should an issue remain unresolved, the appropriate Union official and Company representative will then become involved.

This may involve senior Union officials and a Management meeting, as required, to seek to resolve any dispute.

- (iii) If the matter still cannot be resolved, the matter will be referred to the Industrial Relations Commission of New South Wales.
- (iv) While a procedure is being followed, normal work shall continue.

### **30. AMENDMENTS TO AGREEMENT**

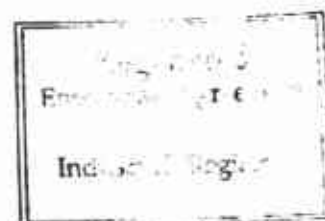
Where the parties agree on further changes then this agreement may be amended in accordance with the Industrial Relations Act 1996.

### **31. SUPERANNUATION**

- (i) In addition to the rates of pay in this award, the company shall contribute on behalf of any eligible employee covered by this agreement an amount as prescribed by the Superannuation Guarantee Levy Act.
- (ii) For the purpose of this clause, "eligible employees" shall mean all:
  - (a) Full time and part time employees; and
  - (b) Casual employees who earn in excess of \$450 per month who have completed the necessary application forms and lodged them with the company
- (iii) The company may suspend contributions on behalf of any employee for any period when the employee is absent from work on unpaid leave, provided that the company shall continue to make contributions in respect of any period during which an employee is absent from work on workers compensation, up to a maximum of 26 weeks, and provided further that the employee remains in the employ of the company.
- (iv) Contributions are payable in accordance with subclause (i) of this clause upon attainment of qualifying periods, but not retrospective.
- (v) For the purposes of this clause:



- (a) "P&O Australia Group Accumulation Fund" (P&OGAF) shall mean the fund established under a Trust deed dated July, 1991 and shall include any successor fund thereto.
- (b) "Clerical, Administrative and Retail Employees Superannuation Plan (CARE) shall mean the fund established under a Trust Deed dated 18 December 1986 and shall include any successor fund thereto.
- (vi) This agreement recognises the intent of the federal government's "Freedom of Choice" proposals as outlined in the 1997 Budget.
- (vii) The Agreement also recognises that the level of benefits ultimately delivered to employees is of paramount importance.
- (viii) Having regard to the long term and complicated nature of superannuation, including the importance of investment returns and operating costs, this agreement provides that membership of a superannuation fund be available as follows:
  - (a) with immediate effect, all new permanent employees shall be offered membership of the non-contributory category (Category One) of the P7O Australia Group Accumulation Fund (P&OGAF) or any successor fund thereof or the Clerical, Administrative and Retail Employees Superannuation Fund (CARE) or any successor fund thereof;
  - (b) at intervals of not less than twelve (12) months and as at 1 January in any year such employees may, on giving three (3) months written notice to their employer, elect to transfer from P&OGAF to CARE and vice versa. Employees electing to transfer may be required to provide satisfactory medical evidence in respect of their death and disablement benefits, which benefits may be subject to restrictions or limitations as a result.
  - (c) Employers shall not be required to contribute in excess of the amounts normally required to be contributed to under Superannuation Guarantee Legislation, nor shall be required to contribute to more than one fund at any time.
  - (d) New permanent employees shall be required to make an election and to complete application requirements of the fund of their choice within 28 days of their commencing service. Failure to do so shall be deemed a decision to join the P&OGAF and to comply with all of the requirements of membership of that fund.
  - (e) Permanent employees, whose service commenced prior to the date of this agreement shall be permitted to choose between membership of P&OGAF and CARE with effect from 1 January 1999 and shall provide



three months written notice to their Employer should they wish to transfer from one fund to the other on that date.

- (f) Thereafter the provisions of paragraphs (ii) and (iii) above shall apply to all permanent employees.
- (g) Casual employees shall be required to join the CARE or any successor fund thereof with effect from their commencement of employment.
- (h) These provisions shall apply to all employees as aforesaid, but nothing herein shall prevent an Employer from providing an additional option or options in particular cases, by agreement with the employee concerned.

**32. NO DURESS**

This is to confirm that this Enterprise Agreement was not entered into under any form of duress by any party to it.

**33. SAVINGS CLAUSE**

No employee shall be disadvantaged by the making of this agreement.

Signed for and on behalf of  
P&O COLD STORAGE Pty. Ltd.

*W. Mullen*  
.....

*10.5.99*  
.....  
Date

*R. M. ...*  
.....

Witness  
*10.5.99*  
.....  
Date

Signed for an on behalf of Federated Clerks Union, NSW Branch

*Michael Want*  
.....  
for

Michael Want, Secretary

*28th May 1999*  
.....  
Date

*Denise ...*  
.....

Witness  
*28.5.99*  
.....  
Date

