

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/200**

**TITLE: ILG Warehouse Enterprise Agreement**

**I.R.C. NO: IRC00/1862**

**DATE APPROVED/COMMENCEMENT: 30 May 2000**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 25 August 2000**

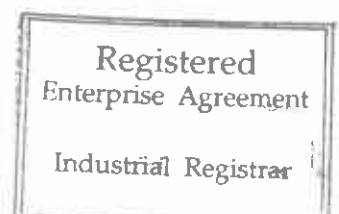
**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees working at the Company's site at Wetherill Park engaged in warehouse positions**

**PARTIES: M Broadhead -&- J Christiansen, A J Cracknell, J T Ewart, P Fitzpatrick, D W Ford, V L Hart, Independent Liquor Group Cooperative Limited, L Knight, G McGavigan, A J McKinley, A Morrall, F Onato, M J Raymond, E Scott, R B Shaw, J Swindell, G Willmott**



REVISED ILG WAREHOUSE ENTERPRISE  
AGREEMENT FOR CONSIDERATION BY THE  
INDUSTRIAL RELATIONS COMMISSION ON  
TUESDAY 30<sup>TH</sup> MAY 2000

**The ILG**  
**Warehouse**  
**Enterprise**  
**Agreement**



Registered  
Enterprise Agreement  
Industrial Registrar

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## 2 PREAMBLE & TITLE OF AGREEMENT

This agreement, titled "The ILG Warehouse Enterprise Agreement", is primarily the result of a desire to clarify and document mutually beneficial bonus structures and local work practices to ensure understanding by all parties. In the ensuing process of discussion between Employer and Employees, additional benefits, productivity enhancements, regulations and work practices were agreed. The intention, therefore, is that this agreement is a local employment contract directly between the Employer and Employees.

## 3 PARTIES TO THE AGREEMENT

The enterprise agreement is made in accordance with:

- a. The provisions of sections 32-47 of the Industrial relations Act 1996; and,
- b. The principles for approving enterprise agreements as provided by section 33(1) of the Act..
- c. The Anti-Discrimination Act 1977

The parties to this agreement are:

- (i) The Independent Liquor Group Cooperative Limited (ILG, the Employer) currently of 9 Widemere Road, Wetherill Park. NSW 2164  
and
- (ii) Employees of The Independent Liquor Group Cooperative Limited (the Employees) working in the warehouse at the above address and in the following positions:  
WH3 Fork Lift driver / Receiver  
WH4 Bulk Packer  
WH5 Split Case Packer  
WH6 Fork Lift Driver / General  
WH7 Fork Lift Driver / Dispatcher  
WH8 Cigarette Packer  
WH9 Checker  
WH10 Damaged Stock Clerk  
WH11 Warehouse Assistant  
WH12 Cleaner  
or such variations of those positions as may be determined by the Employer from time to time in warehouse job descriptions.

## 4 DURESS

This agreement was not entered into under duress by any party to it and the parties agree that the conditions herein are fair and reasonable.

## 5 TERM AND MODIFICATION

This agreement shall operate from the commencement date of signing for a period of one (1) year but shall continue thereafter for an indefinite period subject to termination or modification by agreement of the parties, represented by the Managing Director on behalf of the Employer and at

least 4 warehouse staff on behalf of Employees and subject also to provisions in the *Industrial Relations Act 1996* regarding termination in s44 and variations in s43 and s36(4).

## **6 INCIDENCE**

The agreement regulates partially the terms and conditions of employment previously regulated by the Storeman and Packers, General (State) Award. Apart from clauses specified in this agreement all other clauses of the Award shall apply.

## **7 DISPUTE RESOLUTION PROCEDURE**

The parties agree to the following steps in the event that a matter is not initially settled, as preferred, directly between management and staff in the first instant.

- (i) That reasonable time limits be set for discussion at each stage;
- (ii) That normal work continue while the procedure is being followed;
- (iii) That if the matter has not been resolved at the conclusion of the discussion, the employer must provide a response to the employees grievance, including reasons for not implementing any proposed remedy;
- (iv) That in a dispute between employer and employees each party may be represented by their respective industrial organisation; and,
- (v) That if the dispute cannot be resolved by the parties, the NSW Industrial Relations Commission is notified as required by the Industrial Relations Act 1996.

## **8 STANDING COMMITTEE CONSULTATIVE MECHANISM**

A Standing Committee may be established from time to time at the request of either party for the purposes of process review, communication, staff participation and matters affecting efficiency and productivity. The membership, life cycle and rules of any standing committee shall be determined by agreement of the parties and in accordance with the particular purpose and needs at the time.

## **9 STAFF TRAINING AND DEVELOPMENT**

ILG recognises the value and benefits of having well trained staff and supports the concept of continual learning to ensure, now and in the future, professional, skilled, motivated, cooperative and flexible personnel.

ILG will sponsor training that is: specific to duties, aimed at improving ILG's success, for Employees' professional development, occupational health and safety, and other statutory requirements.

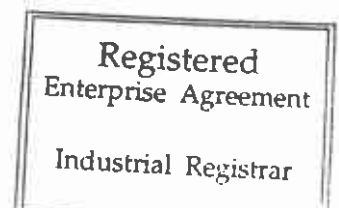
The personnel appraisal process is designed to promote discussion and agreement on matters that will improve ILG and the development of Employees. It is therefore one of the sources for identification and agreement on training needs.

## **10 RULES, REGULATIONS AND WORK PRACTICES**

### **10.1 Working Hours**

For normal work levels, the agreed working hours are:

- 6.00am to 2.30 pm daily, with the exceptions of:



- Monday from 9.30 am to 6.00 pm and
- Friday from 6.00 am to midday.

These times may be extended or varied by ILG when seasonal or special workload demands prevail or for individuals in order to cater for their specific role. Overtime and shift allowances per the award shall apply outside the abovementioned hours.

## 10.2 Staff Purchases

Product purchases up to \$200 per week are available to employees provided that purchases in one week are settled on or by the following week, or the amount outstanding shall be subtracted from the next pay (ie the 3<sup>rd</sup> week).

Staff purchases over \$200 must be approved in advance by the Managing Director. ILG reserves the right not to supply liquor products or cigarettes to staff it considers unsuitable and to staff under 18 years of age.

## 10.3 Annual Leave

In recognition of the industry's traditional seasonal workloads, the parties agree no annual leave may be taken in November, December, the week prior to Easter and the week following Easter.

Exemption for extenuating circumstances requires approval in advance from the Managing Director.

## 10.4 Termination

Notwithstanding clause 7, terms of Engagement of the Award, the employer shall have the right to dismiss an employee without notice for: misconduct, refusing duty, abandonment of the job for two (2) days or more without advice to the employer, theft, or intoxication from drugs or alcohol.

It is agreed that the work environment can be hazardous, particularly relating to pallet handling and fork lift movements and both the Employer and Employees have an occupational health and safety responsibility to ensure a safe environment and safe work practices. Therefore, it is further agreed by the parties that any Employee whose actions and performance appear to be affected by drugs or alcohol will be stood down, without pay, for the day and shall be required to undertake a blood or urine test, at the company's expense, with a doctor prescribed by the Employer.

Subject to fair workloads being available, Employees who fail to achieve the performance levels required for productivity bonus payments for any two consecutive weeks shall be counselled for improved performance. Should the Employee then continue low performance levels for any further two consecutive weeks period, he may be terminated with standard notice or payment in lieu.

## 10.5 Procedures and Quality Assurance

In line with job description requirements, Employees are required to identify and recommend improvements to the quality system in general and the procedures particularly relating to their specific duties. It is noted the appraisal system provides an annual opportunity for the review of job descriptions and work procedures.

#### 11.4.2 New Employees

In any warehouse position, new employees will be omitted from productivity bonus payments during the first two (2) weeks of their employment, this period being allocated to induction and training.

#### 11.4.3 Fork Lift Drivers

The productivity bonus paid to Fork Lift Drivers shall be the average rate per person, calculated on a daily basis, achieved by the packers, and shall be subject to the above mentioned penalties.

#### 11.4.4 Repackers

The productivity bonus paid to Repackers shall be at the rate of 25 cents per bottle for each bottle over and above an average of 110 bottles per hour over the daily shift; subject to the above mentioned penalties.

#### 11.4.5 Other Positions

The productivity bonus, if applicable to other positions, shall be an allowance determined by the employer and shall be subject to the penalties in clause 11.3.1 above. The allowance shall be in consideration of the level of the individual's competency, the nature of work activity, responsibility and degree of difficulty, all relative to the productivity bonus in all parts of this clause.

#### 11.4.6 Other Duties

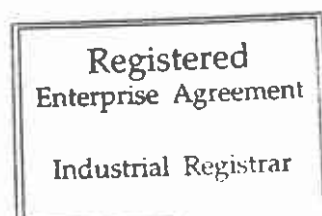
In the event an employee is temporarily transferred to other duties, the productivity bonus applicable to the new activity shall apply on a proportional time basis, otherwise, no allowance shall be made to modify the productivity bonus.

#### 11.5 Senior Warehouse Employees

Senior warehouse employees on fixed salary are exempt from the attendance and productivity bonuses.

### 12 REFERENCES

References in this agreement to the singular include the plural and to one gender includes other genders.



## 10.6 Uniforms

Permanent full time and permanent casual Employees shall be entitled to up to three shirts, two pairs of shorts or pants, one jumper and one set of workboots per year, subject to need and reasonable wear and tear. Uniforms must be worn at all times.

## 10.7 Full Time Employment Option

At the Employer's discretion and subject to available workloads, casual employees may be invited to become permanent full time or permanent part time employees after six months continuous service and above average performance levels. The qualification period may be reduced by the Employer for special circumstances and with the approval of the Managing Director.

## 10.8 Treatment of Company Assets and Stock

Employees agree they have a duty of care to the Employer and under occupational health and safety issues to themselves, not to damage equipment (such as fork lift trucks) and stock of the company.

## 11 REMUNERATION STRUCTURE

### 11.1 Award Wages

Employees shall not be paid less than the rate of wages as set out in the Award for the pay level assigned to their classification. Unless specified otherwise in this agreement, award conditions and definitions for payments of the said Award apply in this agreement.

Where positions, such as "Checker" and "Repacker", have no base rate specified in the Award, the Award rate determined for such positions shall be the award rate for Storemen plus a premium per hour rate. The rate shall be in consideration of the level of the individual's competency, the nature of work activity, responsibility and degree of difficulty of the work.

### 11.2 Base Rates at Commencement of Agreement

At the commencement of this agreement, the base rate for Packers is \$13.1600 per hour (\$500.08 per week) and \$13.4400 per hour (510.72 per week) for Fork Lift Drivers. These rates shall be subject to review at least every 12 months.

### 11.3 Attendance Bonus

In addition to the "Wages" above, a weekly Attendance Bonus of \$40.00 shall be paid, to permanent staff only, for 100% attendance on each normal working day of that week.

As an incentive payment for punctuality and attendance, the Attendance Bonus shall not be paid for: any late commencement after the normal starting time, sick leave, bereavement leave and special



leave absences, but shall be made for annual leave and long service leave absences provided such leave absences are approved in advance.

Provided however that:

- a. For the protection of the employer's productivity and efficiency benchmark, any increase in the total direct labour cost per carton shall not exceed the percentage change in CPI for the same period. Total direct labour costs shall include normal wages, attendance bonus, productivity bonus, annual leave, sick leave, long service leave, holiday loading and superannuation.
- b. For the protection of the employee's wage level, the total wage including award, attendance bonus and productivity bonus, shall not fall below the average market rate. For the purposes of this clause, the average market rate shall be determined by the Annual Salary Survey of the Australian Institute of Management, or an equivalent source agreed by the parties, for stores persons in the appropriate suburbs of Sydney. Wage reviews shall be undertaken at least annually in line with the employer's quality management system and the human resource management procedures therein.
- c. In the event of conflict between subclause (a) and subclause (b) above, subclause (a) shall prevail unless the employer otherwise determines in full or in part. Any allowances so made by the employer may be absorbed against subsequent increases. Acceptance of this conflict clause is on the understanding of the parties that the impact of this clause does not affect the agreed attendance and performance bonus payment structures.
- d. In the event of additional shifts or structural changes being introduced by the employer, an adjustment to the cost per carton shall be allowed on a weighted average basis. The weighted average shall be the total shift allowance paid to shift workers (or the marginal cost of the change) divided by the total direct labour costs for all warehouse staff, expressed as a percentage, and applied to the cost per carton.
- e. Notwithstanding subclauses (a) to (d) above, increases in the base Award rate shall be paid to employees.

## 11.4 Productivity Bonus

### 11.4.1 Packers

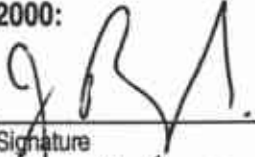
As an efficiency incentive, a productivity bonus shall be paid to Packers at the rate of 25 cents per carton for each carton packed from and above an average of 110 cartons per hour over the daily shift, but shall be paid on and from a base of 105 cartons; subject to the following penalties:

- a. In the event of wrongly packed orders, a deduction of \$2 per carton may be made against the individual's productivity bonus payment.
- b. In the event of careless or deliberate neglect that results in breakages, the productivity bonus may be reduced by \$2 per carton for the damaged product.



13 SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of The Independent Liquor Group Cooperative Limited on 18 April 2000:

  
Signature

JOHN RAYMOND  
Printed Name

MANAGING DIRECTOR  
Occupation

  
Signature

JOHN O'SAIKEN  
Printed Name

MARKETING MANAGER  
Occupation

  
Signature

PAUL HART  
Printed Name

L.M FINANCE ADMIN.  
Occupation

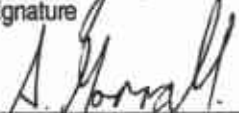
And,

The employee representatives whose signature and name appear below have been authorized by their co-workers to sign for and on behalf of the Employees the ILGWEA on 18 April 2000:

  
Signature

ANTHONY CRACKNELL  
Printed Name

 Storeman  
packer  
Occupation

  
Signature

Adam Morrall  
Printed Name

packer.  
Occupation

  
Signature

FRANCIS ONATO  
Printed Name

STOREMAN  
Occupation

