

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/132

**TITLE: P & O Cold Logistics Limited (NSW) Clerical Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/7254

**DATE APPROVED/COMMENCEMENT:** 22 January 2004 / 22 November 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/181

**GAZETTAL REFERENCE:** 18 June 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by P&O Logistics Ltd located at 69 Mondaon Road, Girraween NSW, engaged in classification levels 1-4 who fall within the coverage of the Clerical and Administrative Employees (State) Award

**PARTIES:** P&O Cold Logistics Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

# P&O Cold Logistics Limited (NSW) Clerical Enterprise Agreement 2003

## 1. Title

This Agreement shall be titled the P&O Cold Logistics Limited (NSW) Clerical Enterprise Agreement 2003.

### ARRANGEMENT

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## 2. Scope and Application of Agreement

This Agreement shall apply to P&O Cold Logistics 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 Logistics Limited NSW (the company) and the United Services Union (NSW Branch). Where this Agreement is silent the provisions of the Clerical and Administrative Employees (State) Award ("The 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 22nd November 2003 of registration and shall remain in force until 22nd November 2005. This Agreement shall be reviewed no earlier than 6 months prior to the expiration date.

#### **5. Operational Efficiency Commitment**

1. The parties shall endeavour 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.
2. Employees within each level and within their skills and capabilities are to perform a wider range of duties including work that is incidental or peripheral to their main tasks or functions.
3. 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.
4. The parties will not create barriers to advancement of employees within the structure of this agreement or through access to training.
5. Increased workloads and flexibility requirements may be accommodated, by agreement.
6. 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 representative; and
  - b) If it does not lead to a decrease in the number of clerical positions.
7. Additional tasks may be allocated to AMIEU members provided that it does not lead to a decrease in clerical staff numbers.

#### **6. Objectives**

P&O Cold Logistics Limited (P&O C.L.) offers a value added range of cold storage and logistics services. The company has as its aim to be the market leader by offering the highest value of service to its customers.

The people the company employ will be results oriented, flexible, and willing to learn and self-confident. They will have strong interpersonal and customer skills.

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.

To serve the company customers our employees will operate as part of a team, supporting each other and working in a number of areas. The company's people will be multi-skilled.

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.

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.

Employees must take reasonable care of the health, safety or welfare of themselves and others. Employees must also co-operate with the company's efforts to comply with Occupational Health and safety requirements.

Employees shall comply with relevant occupational health and safety procedures, which apply under the Occupational Health and Safety regulations 2001.

**7. Wages**

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.

- i) All-purpose rates of pay will be increased by 3.87 % Per Annum over two years.
- ii) 3.87% effective from the first full pay period to commence on or after 22nd November 2003.
- iii) A further increase of 3.87% shall be paid effective from the first full pay period to commence on or after 22nd November 2004.

Classifications	Rate from 22/11/03	Rate from 22/11/04
Level One –	\$575.45	\$597.72

A Grade 1 position is described as follows:

Work is of a routine nature that requires the application of knowledge and skills to a limited range of tasks within an activity.

Someone with no prior experience can easily learn tasks.

There are a limited number of variables impacting on the work that would require the use of discretion.

Position has limited responsibility other than to perform tasks within guidelines.

The performance of prescribed tasks is governed by specific procedures, guidelines and instructions with any exceptions referred to a supervisor for decision or guidance.

Indicative tasks of a Grade 1 position are:

- Operating office equipment appropriate to the task assigned
- Apply office procedures
- Receive and relay oral and written messages
- Distribution of mail
- Plan and organising personal daily work routine

Classifications	Rate from 22/11/03	Rate from 22/11/04
Level Two –	\$618.39	\$642.32

A Grade 2 position is described as follows:

All the attributes of Grade 1

May work under routine supervision with intermittent checking.

Applies knowledge and skills to a range of tasks.

The choice of actions is usually clear, with limited complexity in the choice.

Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.

The position has the discretion to organise the working day around set and agreed work routines and timetables.

Decisions are made between a limited numbers of clearly defined alternatives.

Applying established procedure or practices readily solves problems.

Indicative tasks of a Grade 2 position are:

Responding to incoming telephone calls and enquiries

Redirecting calls where appropriate

Produce documentation from written text

Classifications	Rate from 22/11/03	Rate from 22/11/04
Level Three -	\$661.33	\$686.92

A Grade 3 position is described as follows:

All the attributes of the previous 2 grades

Works under limited supervisor with checking related to overall progress

May be responsible for the work of others and may be required to co-ordinate such work

Applies knowledge with depth in some areas and a broad range of skills

Usually work will be performed with routines, methods and procedures where some discretion and judgement is required

Indicative tasks of a Grade 3 position are:

Data entry with limited supervision. This may include batching, editing, updating and posting, manual recording of information

Crosschecking of paperwork and correspondence to orders/deliveries.

Processing of inloading/outloading documentation

Limited liaison with customers/suppliers

Decision making within the scope of defined parameters

Booking container and storage

Classifications	Rate from 22/11/03	Rate from 22/11/04
Level Four	\$704.28	\$731.54

A Grade 4 position is described as follows:

[Grade Four in this agreement represents a mid-point between

All the attributes of the previous 3 grades

Position required working without supervision, with general guidance on progress and outcomes sought.

Responsibility for the organisation of work for others may be involved

Applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and the range and choice of actions required will usually be complex.

Positions have the flexibility to modify work methods to meet changing customer needs within the parameters of established procedures or practices.

Applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

Training of other staffing in office procedures, etc

Generation/compose reports and correspondence

Devise and maintain a filing system

Organise business itinerary

Record minutes of meetings

Plan work as a team and allocate tasks to members within the team.

Liaising with customers regarding day-to-day problem resolution.

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

#### **7a. Skills Enhancement**

All clerical employees have been offered the opportunity to participate in the Certificate III course for clerical employees working in Transport and Distribution as developed in conjunction with the National Training Authority.

All interested clerical employees are currently participating in the above course.

Upon completion of the traineeship both parties will review the current classification structure giving consideration to the competencies examined in the Certificate III course.

#### **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. Ordinary Hours of Work**

- (1) 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.
- (2) The ordinary hours may be worked in one of the following ways:
  - (a) 4 days per week (with a monthly RDO accrual), at 10 hours and 8 minutes per day

(b) 19 days per 4 week cycle, at 8 hours per day

(3) In any roster which is in accordance with subclause (2) 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.

The company wishes to signal its intention to introduce a six-day roster in the near future. Any changes associated with the introduction of such a roster will be presented to the clerical consultative committee as soon as practicable.

Such a presentation will include but not be limited to the following topics:

a) Notice period for the commencement of a six-day roster.

b) Rate of pay (to be in accordance with the enterprise agreement).

c) Roster detail.

(4) 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.

(5) 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.

(6) Ordinary hours shall be worked in no less than 4 consecutive hours and no more than 12 consecutive hours, on any given day.

(7) 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.

(8) 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.

(9) Ordinary hours worked Monday to Friday shall be paid at the appropriate classification rate of pay.

#### **10. 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.

#### **11. 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 1/12th 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.

### **12. 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 overtime shall be paid for 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.

[Note: This arrangement will not apply to overtime worked on a public holiday which is dealt with in clause 19C]

- (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.

Whatever the needs of the business may be it is fundamental that working hours (both ordinary and overtime) must be set at a level, which is appropriate and adequate for health and safety in the workplace.

Taking this into account all clerical employees will be limited to working up to a maximum of 12 hours per day and up to a maximum of six days per week where work is available.

- (vi) Employees called in to work overtime shall be given a minimum 4 hours pay at the appropriate penalty rate of the Award.

### **13. 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.



#### **14. Meal Break**

- (i) Employees shall be entitled to one meal break and two tea breaks per shift.
- (ii) The first tea break (morning) shall be a paid break of ten minutes; the second tea break (afternoon) shall be a further paid ten minutes both breaks shall be subject to operational requirements. Should management require an employee to work through these breaks no additional payment shall apply.
- (iii) The second meal break shall be of twenty minutes duration, which shall be an unpaid meal break. (Day Workers) This break shall be taken no later than five hours from the commencement of the shift. Should Management require employees to work through this break, the employee shall be paid at the ordinary rate plus 50%.

#### **14a. Meal Breaks on Overtime**

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.

Meal allowance payable for overtime shall be incorporated into weekly rates of pay as part of the increase effective from 20th December 1997.

#### **15. Rostered Days Off**

- (i) Rostered days off may be taken as follows:
  - (a) Maintain existing rosters
  - (b) Accumulate no more than eight RDO's. Any RDO's in excess of eight will be paid out to the employee.
- (ii) If an employee agrees to work on an RDO, he/she will be granted an alternative day off.

#### **16. Sick Leave**

- a. Sick leave shall be 64 hours per year, which is accumulative.
- b. Sick leave of two days or more on each occasion must be substantiated by a Doctor's Certificate.
- c. 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.

#### **17. 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.

#### **18. Public Holidays**

- a. The following days shall be recognised as public holidays, New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and all proclaimed public holidays for the State.
- b. 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.

- c. Each employee rostered or nominated to work on a Public Holiday shall be paid at double time and a half (250%) of the appropriate classification rate of pay for hours worked; or alternatively paid at time a half at the appropriate classification rate of pay for hours worked with an entitlement of equivalent paid leave at single time which may be added to the annual leave (without leave loading).
- d. 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.
- e. The picnic day once applied for and approved by management should be treated as a public holiday for the purposes of the agreement. Picnic day will be taken on the employee's birthday should the employee's birthday fall on a weekend then the next proceeding workday would be recognized as the picnic day. Should the Company not require the employee to work then he or she shall be paid their Picnic Day at the ordinary Time Rate.

### **19. EFT**

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

### **20. 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 \$0.53 per kilometer will be paid for the incidental and authorised use of personal vehicles between Girraween and Arndell Park when transfer is required after commencement.

The company may require its employees to transfer to another warehouse due to changing customer requirements or business needs. Should this be necessary the company will notify the union as required by the award. Employees will also be provided with one month's notice of any change.

### **21. Job Selection**

Job selection procedures will be carried out in a fair, consistent and professional manner and comply with all relevant statutory requirements and company policies, especially in regards to Equal Employment opportunities.

### **22. 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.

### **23. Parental Leave**

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

### **24. Redundancy**

- 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:

Years	Weeks Pay
01	03
02	06
03	09
04	12
05	15
06	18
07	21
08	24
09	27
10	30
11	33
12	36

- d. 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.

### **25. No Extra Claims Clause**

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

### **26. 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.

While a procedure is being followed, normal work shall continue.

## 27. Amendments to Agreement

Where the parties agree on further changes then this agreement may be amended in accordance with Section 125 of the Act.

## 28. Superannuation

- (1) 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.
- (2) For the purpose of this clause, “eligible employees” shall mean all:
  - (i) Full time and part time employees; and
  - (ii) Casual employees who earn in excess of \$450 per month who have completed the necessary application forms and lodged them with the company.
- (3) 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.
- (4) Contributions are payable in accordance with subclause (1) of this clause upon attainment of qualifying periods, but not retrospective.
- (5) For the purposes of this clause:

“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.

“Clerical and related Employees Superannuation Plan (CARE) shall mean the fund established under a Trust Deed dated 18 December 1986 and shall include any successor fund thereto.
- (6) This agreement recognises the intent of the federal government’s “Freedom of Choice” proposals as outlined in the 1997 Budget. The Agreement also recognises that the level of benefits ultimately delivered to employees is of paramount importance.
- (7) 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:
  - (i) With immediate effect, all new permanent employees shall be offered membership of the non-contributory category (Category One) of the P&O Australia Group Accumulation Fund (P&OGAF) or any successor fund thereof or the Clerical, and related Employees Superannuation Fund (CARE) or any successor fund thereof;
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.

- (v) 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.
- (vi) Thereafter the provisions of paragraphs (ii) and (iii) above shall apply to all permanent employees.
- (vii) Casual employees shall be required to join the CARE or any successor fund thereof with effect from their commencement of employment.
- (viii) 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.

### 29. No Duress

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

### 30. Savings Clause

No employee shall be disadvantaged by the making of this agreement taken as a whole.

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

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Dated this 17<sup>th</sup> day of December 2003

Dated this 17<sup>th</sup> day of December 2003

Signed for and on behalf of the  
United Services Union New South Wales Branch.

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: Michael Want  
United Services Union  
Executive President

Name: \_\_\_\_\_

Dated this 18<sup>th</sup> day of December 2003

Dated this 18<sup>th</sup> day of December 2003