

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/108

**TITLE:** **SPL Group Ltd Enterprise Agreement**

**I.R.C. NO:** IRC4/1913

**DATE APPROVED/COMMENCEMENT:** 7 April 2004 / 1 February 2004

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/279.

**GAZETTAL REFERENCE:** 6 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by SPL Group Ltd, located at 45, Britton Street, Smithfield NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** SPL Group Ltd -&- the National Union of Workers, New South Wales Branch

# **SPL GROUP LTD ENTERPRISE AGREEMENT**

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### **1. Title**

- 1.1. This agreement will be known as the SPL Group Ltd Enterprise Agreement.
- 1.2. NOTE: This agreement supercedes and cancels all previous agreements whether they were registered or unregistered and represents the entire agreement to apply from 1st February 2004.

### **2. Definitions**

- 2.1. SPL Group Ltd means the business operated by SPL Group Ltd in NSW.
- 2.2. NUW means National Union of Workers (NSW Branch) and the SPL Group Ltd employees they represent.
- 2.3. RDO means Rostered Day Off
- 2.4. Employee means a person covered by Storeman and Packers General (State) Award and employed by SPL Group Ltd.
- 2.5. EBA means SPL Group Ltd Enterprise Agreement
- 2.6. Award means Storeman & Packers General (State) Award as at 1st October 2003.

### **3. Relationship to Parent Award**

- 3.1. The parties to the EBA have determined that the agreement shall be read and interpreted wholly in conjunction with the Award and provided that where there is any inconsistency, this EBA shall take precedence.

#### **4. Duress**

- 4.1. The EBA has not been entered into under duress by any of the parties. All points have been discussed and all outcomes from it have been achieved through consultation.

#### **5. Parties to the Agreement**

- 5.1. The EBA is made in accordance with:
  - 5.1.1 the provisions of sections 32-47 of the NSW *Industrial Relations Act 1996* and
  - 5.1.2 the Principles for approving enterprise agreements as provided by section 33(1) of the Act.
- 5.2. The parties to this EBA are SPL Group Ltd and:
  - 5.2.1 the National Union of Workers (NSW Branch)
  - 5.2.2 the employees of SPL Group Ltd who are covered by the Award

#### **6. Purposes of the Agreement**

- 6.1. The purposes of this agreement are:
  - 6.1.1 the maintenance of a harmonious and productive working relationship between the parties to the agreement.
  - 6.1.2 to develop a consultative approach to handling problems and issues.
  - 6.1.3 to address the issue of productivity increases.
  - 6.1.4 to reduce the costs of the work being performed by the employees.
  - 6.1.5 to identify and develop the key performance indicators by which continuous improvement to productivity and profitably are achieved and decreases in costs are measured.
  - 6.1.6 identify and develop an appropriate structure by which benefits that flow from any improvements to productivity and profitably, and decreases in costs are passed onto the parties of the agreement.
- 6.2. provided that the parties to this agreement recognise and agree that the employees should neither be advantaged nor disadvantaged by factors that influence any change to, or result in, improvements to productivity and profitably, or decreases in costs, that are outside the influence or control of the effort and contribution of employees.

#### **7. Term**

- 7.1. The term of the agreement is for two years commencing on the 1st February 2004 and terminating on 31st January 2006. The EBA will become effective and benefits will become payable from the 1st February 2004.

#### **8. Commitment**

- 8.1. The agreement aims to ensure that the parties to the agreement are committed to the purposes of the agreement as stated in paragraph 6. It also aims for honest, open and up front communication building on the trust that already exists between the parties.

## **9. Dispute Resolution**

- 9.1. It is the intention of the agreement that all issues are handled at the shop floor through the Warehouse and Distribution Centre Assistant Managers and the NUW on site delegates. Should an issue escalate beyond this level then Clause 5 (Disputes Procedure) of the Award will apply.

## **10. Consultative Committee**

- 10.1. The agreement allows for the formulation of a consultative committee, of 3 store workers, nominated by a majority of employees and 3 management representatives to oversee and implement the following:
- 10.1.1. Implementation of the EBA and to be the point of contact for issues arising from the EBA and any issues raised in general.
  - 10.1.2. Review of Skills based training, pay levels and gradings
  - 10.1.3. Forklift allowances to be paid as per award and built into pay grading structure
  - 10.1.4. Flexibility with start, finish times and meal breaks
  - 10.1.5. Productivity measures - A process of benchmarking will be undertaken to establish a basis for improvement. Improvement targets will be set in conjunction with the consultative committee. Targets set will not be used to discipline or terminate staff.
  - 10.1.6. Productivity improvements
  - 10.1.7. OHS safety issues as designated by the OHS committee
  - 10.1.8. Review of the classification structure, skills based training, pay levels and gradings
  - 10.1.9. Flexibility with annual picnic day
  - 10.1.10. Workplace reforms - i.e. Levels of absenteeism, availability for overtime when required, error rates, teamwork, continuous process improvement, cultural issues, damaged stock, cleanliness of the warehouse and distribution centre, punctuality, process waste elimination, span of hours.

NOTE: Points 10.1.2, 10.1.4 to 10.1.9 and any other issues raised will be discussed and acted upon during the life of the agreement

## **11. Union Recognition and Membership**

- 11.1. For the duration of the agreement SPL Group Ltd recognises the National Union of Workers (NSW Branch) as being the union that shall have exclusive representation of all employees covered by the Award. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this agreement.
- 11.2. It is agreed that all new employees subject to this agreement will be given the opportunity to join the National Union of Workers (NSW Branch) as part of the induction programme.
- 11.3. SPL Group Ltd undertakes upon authorisation to deduct union membership dues, as levied by the National Union of Workers (NSW Branch) in accordance with its rules, from the pay of employees, who are members of the National Union of Workers (NSW Branch). The amounts will be deducted weekly and remitted monthly together with all necessary information to enable reconciliation and crediting of subscriptions to members' accounts.

- 11.4. All new employees have access to the EBA and shall be introduced to the site NUW delegate upon being accepted for employment.

## **12. Level 1 Wage Classification**

Level 1 Wage classification will be applied to all permanent employees who have been employed for a period of less than 12 months. This 12 month period will include the period of employment that the permanent employee has worked as a casual employee for SPL Group Ltd. This 12 months introductory period must be over a continuous time period with no breaks and will be calculated from the date the employee started this continuous period. No more than 5 employees will be on the introductory level at any one time. If there is a need for an additional new employee, the employee closest to the end of their 12 month introductory period will be reclassified as Level 2 and paid accordingly.

## **13. Job Security**

- 13.1. It is not the intention of the company to contract out any of the positions that are currently being carried out at this site at the date of this agreement.
- 13.2. In the event that the company gives consideration to any major changes, such as those contemplated in paragraph 12.1, the company commits to giving the union sufficient notice, as defined in the Award, in order to allow appropriate consultation and agreement about such changes.

Note: The aim of this paragraph is to ensure that consultation is entered into should the company decide to contract out any positions.

## **14. Rates of Pay**

- 14.1. This agreement allows for an increase of 5% on the current rates of pay on the commencement date of this agreement. These rates of pay are as per the current structured levels of pay mentioned below in (13.4).
- 14.2. The rates of pay will be payable from the first day of the EBA provided that the parties to the EBA have agreed to all terms in it.
- 14.3. On the 1st February 2005 of the EBA a further increase will be paid of 5% on the rates of pay applicable as of that date.
- 14.4. Table of grades and rates:

LEVEL	1-Jun-02 AWARD	1st Feb 03 CURRENT	1st Feb 04 EBA 5%	1st Feb 05 EBA 5%
1	25,360.40	31,296.72	32,861.56	34,504.63
	487.70 wk	601.86 wk	631.95 wk	663.55 wk
2	26,140.40	32,828.64	34,470.07	36,193.58
	502.70 wk	631.32 wk	662.89 wk	696.03 wk
3	26,442.00	35,999.60	37,799.58	39,689.56
	508.50 wk	692.30 wk	726.92 wk	763.26 wk
4	27,419.60	37,146.20	39,003.51	40,953.69
	527.30 wk	714.35 wk	750.07 wk	787.57 wk
5	28,194.40	39,026.52	40,977.85	43,026.74
	542.20 wk	750.51 wk	788.04 wk	827.44 wk

## **15. Allowances**

- 15.1. Allowances will be paid as per Award (Table 2 - Other Rates and Allowances) and is indexed to that Award.

- 15.2. The forklift allowance is part of the skills based classifications as mentioned in 13.4 above.
- 15.3. Any bonus paid under the terms of any previous EBA shall form part of the hourly rate of pay under the terms of this EBA and will no longer be paid as a separate payment.
- 15.4. Tea money will be paid as per the current practice. (see 14.4.1)
- 15.4.1. Note: The current practice is that tea money will be paid on each occasion that employees are asked to work overtime for more than one hour on any one day. This practice does not apply to Saturday, Sunday or Public Holidays where normal award conditions shall apply. The allowance will be paid at the rate stipulated in the Award at table 2 - Other Rates and Allowances.

## **16. Casual Workers - Agency Staff**

- 16.1. SPL Group Ltd. has a policy of growth by expansion. We believe that the parties to this EBA share a common goal of increasing the numbers of permanent employees in the long term subject to expected demands for the company's products and services. We are very proud of our objective of maintaining the levels of permanent employees as the business continues to grow. It is recognised that should people leave through natural attrition replacement will not be automatic, but dependant on workloads at the time.
- 16.2. It is recognised by the parties to this EBA that work done in some of the businesses within the SPL Group Ltd can be seasonal in its origin. Whenever this is so it is the company policy to employ casuals during these periods and at also other times when the workloads demand it and to cease employment of those people when demand does not require using them.
- 16.3. Should the circumstance occur where a casual worker is employed for a continuous period of six months and they have successfully completed Level I tasks then that casual worker will be offered fulltime employment with SPL Group Ltd. Casuals who do not accept permanent placement when offered will not be employed further and outside advertising can be undertaken to fill the position.
- 16.4. SPL Group Ltd has a practice of drawing full time employees from the pool of casual workers on site. We confirm that during the life of the EBA, we have no intention of ceasing this practice.
- 16.5. However, we retain the right to recruit from outside the pool of casual labour, in the warehouse and distribution centre, in the event that we require a person to fill a position that requires specific skills or other particular needs.
- 16.6. The Casual rate of pay will be the rate as outlined in the table in paragraph (13.4) at Level I and in addition the relevant casual loadings i.e. 15% loading and 1/12th annual leave.

## **17. Redundancy**

- 17.1 Where the employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (ii) The discussions shall take place as soon as it is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (i) hereof, and shall cover, inter alia, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations on the employee/s concerned.
- (iii) For the purpose of the discussion the employer, shall as soon as practicable, provide in writing to the employee/s concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.

#### 17.2 Transfer to Lower Paid Duties

Where an employee is transferred to other duties for reasons set out in clause 17.1, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may, at the employer's option, pay compensation in lieu of notice of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### 17.3 Transmission of Business

For the purpose of this agreement, where the business is transmitted from the Company (in this clause the transmitter) to another Company (in this clause transmittee) and an employee who at the time of the transmission was an employee of the transmitter becomes as employee of the transmittee:

- (a) the continuity of service of the employee shall be deemed not to have been broken by reason of such transmission;
- (b) the period of service which the employee has had with the transmitter or any prior transmitter shall be deemed to be service with the transmittee; and
- (c) the employee will not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transmission of business.

In this clause, business includes trade, process, business or occupational and includes part of any such business, and transmission includes the sale, transfer, conveyance, assignment or succession whether by agreement or by operation of law, and transmitted has a corresponding meaning.

#### 17.4 Time Off During Notice Period -

- (i) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 17.5 Notice to Centerlink

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1 the employer shall notify the Centerlink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number of categories of the employee likely to be affected and the period over which the terminations are intended to be carried out.

#### 17.6 Employee Leaving During Notice -

An employee whose employment is terminated for reasons set out in sub-clause (i) of clause 4.5.1 clause may terminate their employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to compensation in lieu of notice.

#### 17.7 Alternative Employment -

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

17.8 Employees With Less Than One Year's Service -

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

17.9 Employees Exempted -

This clause shall not apply -

- (i) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (ii) to casual employees.

17.10 Severance Pay

3.5 weeks per continuous year of service or part continuous year of service will be payable for any employee who is being made redundant capped at 52 weeks if the employee is less than 45 years of age. If the employee is over 45 years of age, the redundancy payment is capped at 62 weeks.

"Weeks Pay" means the total amount the employer would have been liable to pay the employee if the employee was continued in employment for a week.

The total must be calculated on the basis of: -the ordinary time rate of pay for the employee; and the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and any other amounts payable under the employee's contract of employment.

### **18. Choice of Superannuation**

- 18.1 All employees covered by this agreement have the right to choose between the Labour Union Co-Operative Retirement Fund (LUCRF) and the SPL Group Limited Superannuation fund.

### **19. Technological Change**

- 19.1. It is recognised by the parties to the EBA that during the life of the agreement SPL Group Ltd will introduce technological change into the warehouse and distribution centre.
- 19.2. Notification of the changes will be given with as much notice as possible and the implementation of it will be handled through the Consultative Committee.

### **20. New Employees**

- 20.1. It is a condition of this EBA that whenever a new employee commences in the warehouse and distribution centre they are to be available for afternoon or night shift. This is providing it is made a condition of employment at the time of employing each person and a signed agreement is made at the same time.

### **21. Rostered Day Off (Rdo)**

- 21.1. All employees will work 8 hours per day for a total of 19 days at which time they will have accumulated enough time to be entitled to an RDO.



- 21.2. Because of the number of employees on site, SPL Group Ltd management will allocate RDO's to ensure the minimum disruption to the business and it's customers.
- 21.3. It has been agreed between the parties to the EBA that RDO's will be taken on a Friday or a Monday in the month after it is accumulated.(Can be a week day by mutual agreement). Accruing RDOs is not an option in this agreement. It is not the intention to roster employees off on a public holiday, however should this occur then the day prior to the public holiday will be substituted as the RDO.
- 21.4. RDO's will be rostered by SPL Group Ltd, so that not more than 25% of employees entitled to an RDO are absent on any one day. A total of 12 RDOs can be taken in a calendar year.

## **22. Union Delegate Leave**

The two site delegates will be given time off to attend four NUW meetings per year, where the NUW notifies the delegates in writing of the date, time and place and agenda of the meeting. The delegates can leave Smithfield to allow them sufficient time to attend the meeting, and this time away from work will be paid for. The delegates are also allowed up to two days per year to attend training courses sponsored by the NUW, if both parties see the training as relevant to this site. This leave is non cumulative, and lapses if no leave is taken during the year.

## **23. Staff Leave Entitlements**

- 23.1. Each month a summary of employee's entitlements will be available which employees can access by referring to the Warehouse Manager who will hold a copy of the entitlements.
- 23.2. An employee who leaves after five years service, but less than ten will be paid pro rata Long Service leave upon termination if (a) the employee leaves on account of illness or incapacity or domestic or other pressing necessity (b) the employee is terminated for any reason other than serious and wilful misconduct.
- 23.3. An employee is not required to produce a medical certificate if they are off sick for five single non-adjacent workdays. This does not apply if the workday is adjacent to a public holiday. For all single day sick leave occurrences, after five, a doctor's certificate must be produced, for the leave entitlement to be paid. Sick leave entitlement accrues from commencement date, not the EBA date.

## **24. Uniforms**

- 24.1 Uniforms will be provided by SPL Group Ltd each year in the following quantities.
  - 1st Year of employment
  - 5 trousers
  - 5 shirts
  - 1 Jacket/sloppy joe
  - 1 pair of safety boots
  - 2nd and subsequent Years
  - 3 trousers
  - 5 shirts
  - 1 pair of safety boots
  - 1 Jackets/sloppy joe every second year unless required sooner.
- 23.2 Wearing of uniforms will be part of the company health and safety policy and therefore mandatory. If not worn, the disciplinary process will be followed. Further discussion will be undertaken during the life of this agreement should the disciplinary process not be sufficient to ensure that the storeworkers comply.

## **25. Breaks**

Each employee shall be entitled to a 15 minute morning tea break at 9.10 am. Each employee shall be entitled to a 30 minute lunch break at 12.40 p.m.

Wash up will be in the employees own time. Employees are to be ready at workstations at the commencement of their shift.

#### **26. Re-Negotiation**

26.1. The parties to the EBA agree to commence negotiations for a new EBA at 3 months prior to the termination date of the agreement.

#### **27. No Extra Claims**

27.1. The parties to the agreement agree that there will be no extra claims during the life of the agreement.

#### **28. Signatories to the EBA**

28.1. Signed for on behalf of SPL Group Ltd

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Craig Ennis  
NSW Logistics Manager

28.2. Signed for and on behalf of the National Union of Workers

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Branch Secretary  
National Union of Workers NSW Branch