

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/88

**I.R.C. NO:** 97/1835

**DATE APPROVED/COMMENCEMENT:** 1 May 1997

**TERM:** 2 years

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**TITLE:** OPSM Auburn Distribution Centre

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to all employees engaged in the warehouse operations in the OPSM Auburn Distribution Centre NSW



**PARTIES:** OPSM Pty Ltd -&- Daniel Abhari, Carrie Andrews, Sandra Andrews, Peter Battikha, Brian Burns, Jean Cann, Ingrid Chung, Daniel Clarke, Karen Clarke, George Dimitrovski, Bruce Dove, Shannon Drewe, Les Drewe, Marie Dryden, Colin Edwards, Alan Eisenberg, Alan Fox, Graeme Fox, Joan Frasser, John Fulete, Peter Gaydon, Darin Giles, Christine Haidle, Noreen Harper, Robert Hristovski, Aylin Idrisoglou, Udo Jung, Mine Kanan, Nina Latham, Peter Lukunic, Paul McGuiggan, Jennifer Mogor, Dennis Morgan, Louise Nay, Tina Nay, Michelle Nightingale, Amanda O'Brien, Carole Page, Raquel Piaggio, Rosanna Piaggio, Barbara Porter, Melanie Purkiss, Manuel Rivera, Maryse Rusteau, Joe Sabharwal, Patricia Stephens, Naumica Stevenson, Belinda Stewart, Suzanna Stojkovski, Katherine Sutherland, Iris Toman, Nathan Wain, David Wood, Jason Young, Beverley Zabenko.

**OPSM**  
**AUBURN DISTRIBUTION CENTRE**



**ENTERPRISE AGREEMENT**

**1997**

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1. **Title**

This Agreement shall be known as the OPSM Auburn Distribution Centre Enterprise Agreement 1996.

2. **Parties to the Agreement**

The parties to this Agreement are OPSM Pty Limited of 99 St Hilliers Road, Auburn, New South Wales and all employees engaged in the warehouse operations in the OPSM Distribution Centre warehouse at Auburn NSW, who are bound by the Storemen and Packers General (State) Award, and the Clerical and Administrative Employees (State) Award.

3. **Term**

This Agreement shall operate from the date of registration and shall remain in force for a period of two (2) years unless varied or terminated earlier as provided in the Act.

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4. **Incidence**

It is the intention of the parties that the Provisions of the Storemen and Packers General (State) Award and the Clerical and Administrative Employees (State) Award shall continue to apply except that the Provisions of this Agreement shall prevail to the extent of any inconsistency.

5. **Duress**

This Agreement is entered into without any party under duress.

6. **Objectives of the Agreement**

The Objective of this Agreement is to encourage a process of continuous improvement aimed at achieving gains in productivity and flexibility in the warehouse operations.

The benefits of the gains achieved will be shared with employees by an additional wage increase as detailed in Clause 7.

7. **Wage Rate Increases**

Wage rates will be increased as follows:

- 3% from the date of registration
- a minimum of 3% and a maximum of 8% twelve (12) months after the first increase

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Daniel Clark

The amount of the second increase will be determined by the performance achieved in each of the two (2) business measures as provided in Table 1 below.

These increases will be applied to the ordinary time rate of pay, including over Award payments and team leader allowances.

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PERFORMANCE INDICATORS			
Average on Time %		Lines Picked per Labour Hour	
Value	Points	Value	Points
Up to 95.0	.0	Up to 22.4	.0
95.3	3.5	22.6	6.5
95.6	7.0	22.8	13.0
95.9	10.5	22.9	19.5
96.2	14.0	23.0	26.0
96.5	17.5	23.1	32.5
96.8	21.0	23.2	39.0
97.1	24.5	23.4	45.5
97.4	28.0	23.6	52.0
97.7	31.5	23.8	58.5
98.0 and over	35.0	24.0 and over	65.0

Maximum Points = 100

Performance Pay Increase = 5.0% maximum

Performance Increase = total points earned % x 5.0

For example:

Assume Average On Time % = 97.5, equivalent to 28 points  
Lines Picked/Hour = 24.0, equivalent to 65 points

Total Points = 93

Performance Increase = 93% x 5.0  
= 4.7%

Second increase is the total of the fixed plus performance increases = 3 x 4.7  
= 7.7%

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## 8. Operation of the Performance Pay System

### 8.1 Benchmarks and Targets

Once established, the benchmark (starting level) and the target values for each performance indicator will not be changed, except under the following conditions:

- (a) Agreed errors in the calculation.
- (b) Changes in policy, practices or business conditions.
- (c) Any other reason agreed by the parties.

Any adjustments under category (b) will be made in consultation with employees to ensure that the opportunity for achieving the target performance is retained and the target ~~neither reduced nor~~ increased unfairly.

### 8.2 Review

At the end of the first year the parties ~~will review the~~ operation of the performance indicators and may change or replace the performance indicators or vary their weighting, providing there is agreement with the majority of employees concerned.

### 8.3 Second Year Performance

Except for any changes resulting from Clause 8.2, the average performance achieved over the first year will become the benchmark figure for the commencement of the second year.

The parties will monitor and report progress during the second year so that the results achieved will be available to both parties for consideration in the negotiation of the next agreement.

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9. Wage Classifications and Rates  
Storeman & Packers General

Classification	Minimum Ordinary Time Rate \$ per 38 hr week			
	Award Rate incl 3rd SNA	OPSM Wage Rate		
		Prior to this Agreement	1st Increase	2nd Increase (maximum)
Storeperson - Grade 1	\$388.70	\$415.57	\$428.00	\$462.20
Storeperson - Grade 2	\$403.70	\$435.86	\$448.95	\$484.90
Junior Employees 1st yr				
Age 17 and under	\$222.05	\$222.05	\$228.70	\$247.00
Age 18	\$272.50	\$272.50	\$280.70	\$303.20
Age 19	\$322.95	\$322.95	\$332.60	\$359.20
Age 20	\$373.40	\$373.40	\$384.60	\$415.40
Junior Employees 2nd and subsequent years				
Age 17 and under	\$222.05	\$228.55	\$235.40	\$254.20
Age 18	\$272.50	\$280.50	\$288.90	\$312.00
Age 19	\$322.95	\$332.50	\$342.50	\$369.90
Age 20	\$373.40	\$384.40	\$395.90	\$427.60
Team Leader allowance				
1-5 people supervised	\$12.20	\$12.20	\$12.60	\$13.60
6-10 people supervised	\$18.40	\$18.40	\$19.00	\$20.50

Clerical & Administration

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Classification	Minimum Ordinary Time Rate \$ per 38 hr week			
	Award Rate	OPSM Wage Rate		
		Prior to this Agreement	1st Increase	2nd Increase (maximum)
Clerk Admin - Grade 1	\$388.60	\$415.57	\$428.00	\$462.20
Clerk Admin - Grade 2	\$409.50	\$435.86	\$448.95	\$484.90
Junior Employees 1st yr				
Age 17 and under	\$196.20	\$222.05	\$228.70	\$247.00
Age 18	\$241.60	\$272.50	\$280.70	\$303.20
Age 19	\$276.30	\$322.95	\$332.60	\$359.20
Age 20	\$326.20	\$373.40	\$384.60	\$415.40
Junior Employees 2nd and subsequent years				
Age 17 and under	\$196.20	\$228.55	\$235.40	\$254.20
Age 18	\$241.60	\$280.50	\$288.90	\$312.00
Age 19	\$276.30	\$332.50	\$342.50	\$369.90
Age 20	\$326.20	\$384.40	\$395.90	\$427.60
Team Leader allowance	\$31.70	\$31.70	\$32.65	\$36.25

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Other wage classifications and allowances not included above will be paid at the rate provided in the parent awards plus the % increases under Clause 7, should they become applicable to the Company's future operations.

## 10. Specific Changes in Work Practices and Conditions

### 10.1 Hours

The hours to be worked will remain inside the span of hours provided in the Storeman & Packers Award. While the Company reserves its right to vary the normal hours of work as provided in this Award, it will genuinely consider the employees' preferences and attempt to meet them.

It is expected that the normal hours of 9.05 am to 5.30 pm will remain unchanged for the foreseeable future.

### 10.2 Part-Time Employees

Employees may be engaged on a permanent part-time basis to work less than an average of thirty-eight (38) hours per week over a four (4) week cycle, provided that:

- (a) Hourly wage rates shall be one thirty-eighth of the weekly rates set out in Clause 9.
- (b) Part-time employees shall have pro rata entitlement to annual leave, sick leave long service leave and special leave based on the average weekly hours of work over the last thirteen (13) weeks prior to this leave being taken, in comparison to 38 hours.
- (c) The average weekly hours are agreed to upon commencement and shall remain fixed unless varied by agreement.
- (d) The minimum hours of part-time work are 7.6 hours per week and 3.8 hours per day.
- (e) Overtime will be paid for all hours worked in excess of 38 per week Monday to Friday at the rate of time and one half for the first ten (10) hours, and double time thereafter.

### 10.3 Overtime

By mutual agreement, overtime hours may be paid at the penalty rates provided in the Awards or time off taken in lieu on an hour for hour basis.

Time off must be taken within four (4) weeks of the overtime worked or it will be paid out.

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#### 10.4 Holidays

The additional paid holiday (Picnic Day) provided in Clause 24 (ii) of the Storeman & Packers Award and Picnic Day provided in Clause 9(ii) of the Clerical & Administration Award shall not apply. Other public holidays remain unaltered.

#### 10.5 Special leave

An employee's entitlement to paid sick leave, including accrued sick leave, may be used for the care of immediate family members who are ill, as well as for personal illness, as provided in Clause 26A of the Storeman & Packers Award and Clause 22 of the Clerical & Administration Award.

#### 10.6 Sick Leave Incentive

The amount of sick leave entitlement unused at the end of each year may be paid out in part at the request of the employee on the following basis:

- (a) A minimum accrual of ten (10) days must always be retained.
- (b) The amount of leave that may be paid out will not exceed 50% of the unused leave in excess of the ten (10) days minimum amount. Leave that is not paid out will be added to the amount accrued.
- (c) Employees may choose each year whether to receive the payout or to keep the whole leave entitlement accrued.
- (d) This system of part payment of unused sick leave will apply only to full-time and part-time employees in continuous employment. No payment for unused sick leave will be made on termination.
- (e) This provision will operate on a trial basis for the term of this Agreement, with no obligation for its continuation in future agreements.

### 11. Dispute Procedure

Any dispute on employment matters shall be resolved using the following procedure:

11.1 The complaint or dispute should be settled whenever possible at the workplace between the employee(s) concerned and the Distribution Centre Manager.

11.2 If the matter is not resolved at this level, it shall be referred to senior management and/or their representatives who will meet with the employee(s) concerned and/or their representatives.



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11.3 If the matter is not resolved, it shall be referred to a mutually agreed third party for private mediation or, if preferred by the employee concerned, it may be referred to the union.

11.4 If the matter is not resolved, it shall be referred to the NSW Industrial Relations Commission for determination.

Throughout the dispute resolution process, work shall continue as normal and the parties shall cooperate in seeking a resolution in a reasonable time.



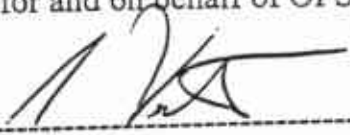
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12. **No Variation**

The parties to this Agreement agree not to pursue any additional claims, Award or over Award, during the term of this Agreement.

13. **Signatories to the Agreement**

Signed for and on behalf of OPSM Pty Limited



S. Vormister  
Manager, Distribution Centre



20/3/97

Signed for and on behalf of the employees of the Distribution Centre:

Scann  
Daniel Clark

Date 20/3/97  
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