

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/279

TITLE: SPL Group Ltd Enterprise Agreement

I.R.C. NO: IRC02/717

DATE APPROVED/COMMENCEMENT: 6 March 2002/1 February 2002

TERM: 31 January 2004

NEW AGREEMENT OR VARIATION: Replaces EA00/102

GAZETTAL REFERENCE: 13 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of SPL Group Ltd who fall within the coverage of the Storemen and Packers, General (State) Award

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



Ex 2

SPL Group Ltd



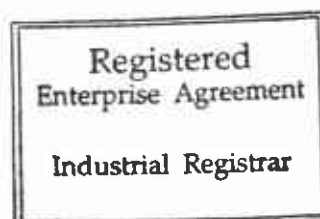
Enterprise

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 2002.*

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 June 2001.*

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.*

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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 2002 and terminating on 31st January 2004. The EBA will become effective and benefits will become payable from the 1st February 2002.*

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.*

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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. *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*

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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. Flexibility with annual picnic day

10.1.9. Workplace reforms: - ie. 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 10.1.4 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.



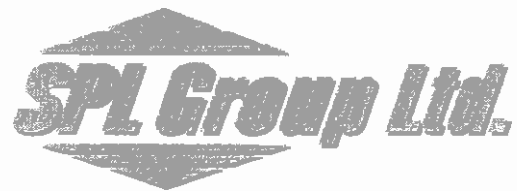


- 11.2. *It is agreed that all new employees subject to this agreement will be given the opportunity to join the National Union of Workers (NSW Branch) as part of the induction programme.*
- 11.3. *SPL Group Ltd undertakes upon authorisation to deduct union membership dues, as levied by the National 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. Job security

- 12.1. *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.*
- 12.2. *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.*

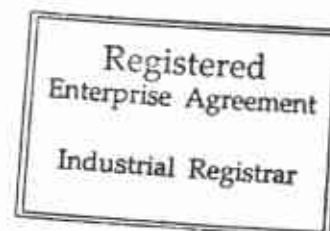
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Note: - The aim of this paragraph is to ensure that consultation is entered into should the company decide to contract out any positions.

13. Rates of pay

- 13.1.** This agreement allows for an increase of 6% 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).
- 13.2.** 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.
- 13.3.** On the 1st February 2003 of the EBA a further increase will be paid of 4% on the rates of pay applicable as of that date.





13.4. *Table of grades and rates:*

LEVEL	1-Jun-02 AWARD	1st Feb 01 CURRENT	1st Feb 02 EBA 6%	1st Feb 03 EBA 4%
1	22864.40 439.70 wk	28389.54 545.95 wk	30092.91 578.71 wk	31296.63 601.86 wk
2	23644.40 454.70 wk	29779.09 572.67 wk	31565.84 607.04 wk	32828.47 631.32 wk
3	23946.00 460.50 wk	32655.55 627.99 wk	34614.88 665.67 wk	35999.48 692.30 wk
4	24923.60 479.30 wk	33695.55 647.99 wk	35380.33 680.39 wk	36795.54 707.61 wk
5	25594.40 492.20 wk	35401.41 680.80 wk	37525.49 721.64	39026.51 750.51

14. Allowances

- 14.1.** *Allowances will be paid as per Award (Table 2 – Other Rates and Allowances) and is indexed to that Award.*
- 14.2.** *The forklift allowance is part of the skills based classifications as mentioned in 13.4 above.*
- 14.3.** *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.*





14.4. *Tea money will be paid as per the current practice. (see 14.4.1)*

14.4.1.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.*

15. Casual workers – Agency staff

15.1. *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.*

15.2. *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.*

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- 15.3.** *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.*
- 15.4.** *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.*
- 15.5.** *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.*
- 15.6.** *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 ie. 15% loading and 1/12th annual leave.*

16. Technological change

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- 16.1.** *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.*
- 16.2.** *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.*



17. New Employees

17.1. *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.*

18. Rostered Day Off (RDO)

18.1. *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.*

18.2. *Because of the number of employees on site, SPL Group Ltd management will allocate RDOs to ensure the minimum disruption to the business and it's customers.*

18.3. *It has been agreed between the parties to the EBA that RDOs 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.*





18.4. RDOs 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.

19. Staff leave entitlements

19.1. 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.

20. Uniforms

20.1. 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

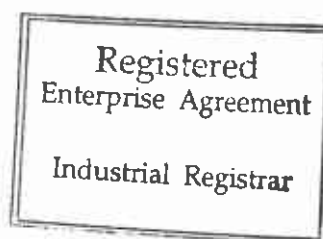
- 2nd and subsequent Years

3 trousers

5 shirts

1 pair of safety boots

1 Jackets/sloppy joe every second year unless required sooner.





20.2 *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.*

21. 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.

22. Re-negotiation

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

23. No extra claims

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

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24. Signatories to the EBA


24.1. Signed for on behalf of SPL Group Ltd



Patricia Beverley

National Operations Manager

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



DERRICK BELAN
Branch Secretary

National Union of Workers NSW Branch

