

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/144

TITLE: **Patrick Logistics (Glendenning) Enterprise Agreement 2005**

I.R.C. NO: IRC5/1826

DATE APPROVED/COMMENCEMENT: 20 April 2005 / 20 April 2005

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/109.

GAZETTAL REFERENCE: 1 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Patrick Logistics Pty Limited, located at 616, Great Western Highway Arnedell Park NSW 2148, who fall within the coverage of the Storeman and Packers, General (State) Award.

PARTIES: Patrick Logistics Pty Limited -&- the National Union of Workers, New South Wales Branch

PATRICK LOGISTICS (GLENDENNING) ENTERPRISE AGREEMENT 2005

1. Title
2. Parties
3. Scope
4. Term Of Agreement
5. Previous Agreements Rescinded And/Or Varied
6. Certification And Operation Of Agreement
7. Anti-Discrimination
8. Intent
9. Enterprise Employment
10. Employee Concerns And Representation
11. Occupational Health And Safety And Rehabilitation
12. Training
13. Change And Continuous Improvement
14. Job Manning And Work Practices
15. No Extra Claims Clause
16. Pay Rates And Hours Of Work
17. Meal Breaks
18. Overtime
19. Sick Leave
20. Labour Hire/Employment Agency Casuals
21. Uniforms
22. Payment Of Wages
23. Union Picnic Day
24. Medical / Health Checks
25. Transmission Of Business
26. Signatories

Schedule 1 - Avoidance Of Dispute Procedure
Schedule 3 - Enterprise Agreement Wage Rates
Wage Tables
Allowances Table

1. Title

- 1.1. This Agreement shall be referred to as the Patrick Logistics (Glendenning) Enterprise Agreement 2005.

2. Parties

- 2.1 This Agreement is made between Patrick Logistics Pty Limited ("Patrick" or "the Company"), and the National Union of Workers, NSW Branch ("NUW" or "the Union").

3. Scope

- 3.1. Subject to Clause 4.1, this Agreement shall apply to all persons:
 - 3.1.1. who perform work regulated by the terms and conditions of this Agreement and the Award; and
 - 3.1.2. who are employed by Patrick Logistics Pty Limited at 29 Glendenning Road Glendenning NSW 2761. Patrick will issue a letter of appointment to those persons, specifying that the terms and conditions of employment are governed by this Agreement.
- 3.2. Nothing in this Agreement prevents Patrick from extending or curtailing its operation in or beyond those operations.

- 3.3. This Agreement may not be varied other than in accordance with the provisions of the *Industrial Relations Act 1996* ("the Act").
- 3.4. An employee of the Company shall perform any work as the Company may reasonably require including any function for which the employee is qualified including work of a higher or lower grade provided that the employee is remunerated in accordance with the Award and this Agreement.

4. Term of Agreement

- 4.1. This Agreement shall commence operation from the first full pay period on or after the day on which it is signed by the parties. The nominal expiry date of the Agreement shall be 31 March 2006.

5. Previous Agreements Rescinded and/Or Varied

- 5.1. This Agreement and attached Schedules shall provide a complete and final resolution of all claims, whether specifically covered in this Agreement or not, relating to terms and conditions of employment for all employees employed under the terms of this Agreement, other than any specific claim referred to and allowed for in this Agreement.
- 5.2. This Agreement shall replace and rescind any other Agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten which applied prior to the commencement of this Agreement and which regulated the terms and conditions of employment of employees to whom this Agreement applies.
- 5.3. This Agreement shall be read in conjunction with any Schedule attached to this Agreement providing that the terms of any such Schedule shall not be inconsistent with the terms of the Agreement itself.
- 5.4. Upon signing of the Agreement as set out in sub-clause 4.1, the parties shall apply to the New South Wales Industrial Relations Commission ("the NSWIRC" or "the Commission") to certify this Agreement. Such application to the NSWIRC shall not delay the immediate implementation of this Agreement.

6. Certification and Operation of Agreement

- 6.1. Subject to the approval of the Commission, this Agreement shall be approved in accordance with the Act.
- 6.2. This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers, General (State) Consolidated Award ("the Award"), excluding any variations to that Award made subsequent to certification of this Agreement unless otherwise agreed between the parties. To the extent of any inconsistencies between this Agreement and the provisions contained in the Award, this Agreement shall prevail.
- 6.3. Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.
- 6.4. Schedule 1 provides procedures for preventing and settling disputes between the parties.

7. Anti-Discrimination

- 7.1. It is the intention of the parties bound by this Agreement to achieve the object in section 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 7.2. It follows that in fulfilling their obligations under the disputes resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any

provision of the Agreement which, by its terms of operation, has a direct or indirect discriminatory effect.

8. Intent

- 8.1. It is the intent of all parties to achieve a fundamental and ongoing reform of Patrick employment arrangements and to exceed appropriate benchmarks in other comparable operations.
- 8.2. It is recognised by the Company that job security, career paths, potential high earning capacity, communication/employee involvement, cooperation, non discrimination, equal employment opportunity, equitable, transparent and safe employment arrangements and relationships are standards expected by employees and the Union which the Company will strive to achieve at all times.
- 8.3. Patrick employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the NUW that the employees role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, cargo/equipment care, stability and reliability.
- 8.4. The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.
- 8.5. Patrick management has rights and responsibilities and nothing in this Agreement shall be taken to diminish these in any manner. For the avoidance of doubt, the Company at any time may determine which positions, structures and work practices shall exist and the manner in which employees placed by the Company to those positions and structures carry out their duties.
- 8.6. The Company acknowledges that employees may choose to be represented by the NUW and its Officers appointed in accordance with the Union's rules. Right of Entry arrangements for Union officials are in accordance with the Act.
- 8.7. It is recognised by the parties and all employees covered by this Agreement that the Avoidance of Disputes Procedure requires that any matter must firstly be raised by the employee or his/her delegate/representative at job level with his/her manager prior to referral to the Union or corporate Company management. No matter shall be processed in accordance with the Procedures unless it has firstly been genuinely addressed at site level and thereafter still remains unresolved.
- 8.8. An employee shall be required to be familiar with and to observe at all times, various Company policies and procedures that shall be consistent with this Agreement. The Union and all employees shall be advised of any intended change to Company policies and procedures prior to such change taking effect. Any concern over the intended changed policies and/or procedures shall be progressed through the Avoidance of Disputes procedure contained in Schedule 1.

9. Enterprise Employment

- 9.1. The Company may select and recruit, at its discretion, in accordance with Company policies and procedures, any person to fill a vacancy.
- 9.2. The following employment classifications shall apply:

9.2.1. Team Member

Team Members will be required to:

Describe and demonstrate all warehouse functions and procedures as described in the Patrick Logistics Glendenning Quality Manuals;

Hold a current Forklift licence as prescribed by NSW Workcover;

Work with limited supervision;

Sign on behalf of Patrick in respect to the receivables and despatches of the DC;

Be responsible for their own work in respect to Quality, Accuracy and Productivity;

Complete all tasks assigned; and

Bring to Management's attention all issues that may affect the operations of the facility.

9.2.2 Team Leader

Team Leaders will be required to:

Perform all duties prescribed above for the role of Team Member;

Delegate and control work to Team Members;

Open and secure the facility; and

Ensure all equipment is in a serviceable condition.

9.3. Damages

9.3.1. Product Damage - Employees causing any damage must abide by the following procedure. If product damage occurs, the employee must remove the damaged product to the designated area, and the area where the damage occurred must be cleaned immediately. These incidents must be dealt with in accordance with the Company's Damaged Goods Procedure and reported to the immediate Supervisor or Manager. If damages are not reported this may result in employee counselling or termination of employment on the grounds of misconduct.

Plant, Property and Equipment - Employees must report all accidents or near misses they are involved in resulting in damage or near damage to buildings, forklifts, equipment and stock, to their Supervisor or Manager. Failure to report damages may result in employee counselling or termination of employment on the grounds of dismissal.

10. Employee Concerns and Representation

10.1. The Company recognises that the Union may appoint employees of the Company as Delegates. The Union Branch Secretary shall advise the site manager in writing of the appointment of an employee as a delegate.

10.2. The Company acknowledges that an employee may choose to be represented by a Union delegate, a union official or by any other employee in dealing with workplace matters with the Company. Such acknowledgement is subject always to the employee concerned continuing to act in accordance with his/her letter of appointment and the terms and conditions of this Agreement.

10.3. Subject to bona fide safety issues, such representation and discussions shall be held when necessary and with the approval of the Company at times that do not interfere with the normal operations of the Company. Initially the number of delegates or employee representatives involved in any such discussions shall not exceed one at any one time, unless otherwise agreed.

10.4. The Company will allow the Delegate/Employee Representative absence from normal duties without loss of pay to represent the interests of employees providing always that:

10.4.1. Such absence is for bona fide purposes only and the delegate/employee representative first advises his/her immediate manager of the expected period of absence for the purpose of enabling the manager to make alternative work arrangements and providing always that such absence is to deal with a matter of sufficient genuine importance that it cannot be dealt with at another time.

- 10.4.2. The Company will raise with the union any questionable aspect over a delegates right to be absent from normal duties. Any dispute over this issue shall be progressed in accordance with the Avoidance of Disputes Procedure.
- 10.4.3. The delegate and/or employees shall always firstly attempt to resolve the issue with the immediate Manager.
- 10.4.4. If the matter is still unresolved following those discussions, the Manager shall liaise with site management and make arrangements for further appropriate discussions whilst all employees (including the Delegate/Employee Representative) continue with normal duties.
- 10.5. Providing the application of the foregoing is conducted in good faith and observed at all times, there shall be no loss of pay of the Delegate/Employee Representative during such discussions. Any dispute over the application of these arrangements shall be immediately processed in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.
- 10.6. The Company shall allow appointed delegates to meet once in every month on Company premises providing such meetings are held at agreed times so as to avoid any interference to Company operations and the meetings are limited to a two hour period of duration.
- 10.7. Any concern by individual employees and/or their Delegate/Employee Representative that the Company may have unfairly treated them should be raised immediately with his/her immediate management representative who shall act upon the concern without delay. Should the matter not be resolved within seven days, the employee may request that it be progressed in accordance with the Avoidance of Disputes Procedure set out in Schedule 1.

11. Occupational Health and Safety and Rehabilitation

- 11.1. Consistent with the general intention of this Agreement to facilitate and encourage the development of world's best practice in all facets of the Company's operations, all parties are committed to continuous improvement in occupational health and safety standards in the workplace.
- 11.2. As a major initiative in the protection of the health and safety of its employees, Patrick will implement a total ban on smoking in all its depots and vehicles. This ban will apply to all employees, managers, subcontractors, tradespeople and visitors at all Patrick premises covered by this Agreement.
- 11.3. In addition to meeting the objectives set out in subclause 11.1, the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:
- 11.3.1. Continuous review of work and management practices affecting the inter-relationship between efficiency, productivity and health and safety in the workplace.
- 11.3.2. Measures designed to increase efficiency that ensure safe and healthy operation and increased job satisfaction.
- 11.3.3. Training issues including hazard specific and health and safety systems training.
- 11.3.4. Management of occupational health and safety through a comprehensive approach that aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses and to provide a rehabilitation system for injuries and illnesses that have occurred.
- 11.4. Consultative mechanisms will be maintained to address occupational health and safety issues to ensure compliance with the O.H. & S. Act:
- 11.4.1. The election of employee health and safety representatives to represent their fellow employees in respect of OHS matters; and

- 11.4.2. Where required, an Occupational Health and Safety Committee will be established consisting of equal numbers of management and employee health and safety representatives to provide a forum for making recommendations to Company Management in respect of OHS policy and procedures including the establishment of consultative procedures for the resolution of health and safety issues.
- 11.5. In addition to ensuring compliance with OH &S legislation and the Company's Safety Policies and Procedures, it is the intention of all parties to this Agreement to implement the best achievable level of health and safety within the Company's operations. Accordingly, should changes to occupational health and safety practices be considered necessary, such issues will be referred to the Occupational Health and Safety Committee for consideration and recommendation to Company Management.
- 11.6. Accredited OH&S training shall be maintained for Occupational Health and Safety representatives.

12. Training

- 12.1. Where the Company requires an employee to obtain a licence, trade certificate or other qualification, the Company shall pay the normal costs of such licence, trades certificate or qualification.
- 12.2. The Company may appoint either management or external workplace assessors.
- 12.3. All employees shall be available to undertake any training as required by the Company and to train other persons including casuals when required by the Company. All training will take place in accordance with operational requirements as determined by the Company and the Company shall, for all training, have the right to determine who is trained. Training may be performed by Company personnel as part of their normal work. Training hours shall be treated as ordinary worked hours for rostering purposes.
- 12.3.1. Employees undertaking company initiated voluntary training outside normal working hours will be paid at ordinary rates of pay.
- 12.4. Training will be provided as determined by the Company and may include external or employee trainers. Employees may elect to attend additional training courses, as approved by the Company, conducted by an external organisation during "out of hours" periods or through the taking of accrued leave entitlements.
- 12.4.1. The intent of Patrick is to enable each employee to contribute in accordance with operational requirements towards the improved efficiency, reliability and competitiveness of the Company's operations and to realise their career potential, consistent with operational requirements.
- 12.4.2. Patrick will provide vocational training for employees that is consistent with the relevant Industry Training Package and will continue to develop and deploy other training in accordance with operational requirements.
- 12.4.3. Competency based training and education, including related processes such as the use of standards and assessment may be utilised for a variety of purposes, including selection and recruitment, entry level training, skill enhancement, skill refreshment or re-assessment, promotional opportunities and the formal recognition of skills previously obtained but not recognised for new and existing employees.
- 12.4.4. Competency based training involves both structured training and practical work experience to obtain full competency and proficiency and may be delivered in the classroom or on the job, or through a combination of both. The Company may, at its discretion, develop or maintain qualified workplace trainers and assessors.
- 12.4.5. As part of their normal duties, experienced employees may be required to assist in the training of others by monitoring and coaching their work during the gaining of practical experience. The Company may utilise external registered training organisations and/or qualified training personnel as required.

12.4.6. Vocational training and education may be offered to employees as part of a formal training plan determined by the Company relative to operational requirements or on application by an employee. In determining access to workplace training the Company will have regard to the provisions of sub-clause 12.4.1 and the principles of fairness and equity. In all cases, the Company shall have the right to determine who is trained and to what extent.

13. Change and Continuous Improvement

- 13.1. The parties are committed to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations.
- 13.2. The Company having made a decision that it intends to proceed with any significant change shall advise the Union and employees of the nature of the change, the reason for it, the timing of it, and any other relevant information. The Company shall consider any views or advice from the Union or employees in relation to the proposed change, however this consultation shall not give cause for any delay to the implementation of the change nor shall there be any obligation upon the Company to obtain the agreement of the union or the employees to the change.
- 13.3. Where, subject to the provisions of this clause requiring proper prior consultation, the Company exercises its rights to implement significant change in the workplace and the employees and the Union disagree, subject to there being no stoppage of work or rejection of implementation of the change, the Union may refer the matter in dispute to the NSWIRC in accordance with the Avoidance of Disputes Procedure set out in Schedule 1 of this Agreement.

14. Job Manning and Work Practices

- 14.1. The Company shall determine levels of staffing, daily manning, equipment and methods of operation which may be varied from time to time by the Company to reflect changes consistent with safe work practices, improved technology, and new types of machinery or systems or for any other reason.
- 14.2. Patrick may employ, as it deems appropriate at any time, any mix of full-time, part-time and casual employees in accordance with its award right, providing this is applied by parties in a flexible manner for valid purposes related to the nature of the operations and other considerations such as seasonal fluctuations.

15. No Extra Claims Clause

- 15.1. It is a condition of this Agreement that subject to clauses 6.3 and 13, the parties covered by this Agreement will not pursue any extra claims relating to wages, conditions of employment, or any other matters related to the employment relationship, whether dealt with in this Agreement or not.

16. Pay Rates and Hours of Work

- 16.1. Upon implementation and during the life of this Agreement the wage rates and allowances specified in Schedule 3 shall apply.
- 16.2. All allowances set out in Schedule 3 of this Agreement are based on hours worked, and as such are not payable when employees are absent from work.
- 16.3. The ordinary hours of work, for all full time employees covered by this Agreement, will be an average of thirty eight hours per week which shall be worked either in:

Consecutive days Monday to Sunday inclusive; or

Non consecutive days, Monday to Sunday inclusive.

Ordinary rostered hours on any working day will be a minimum of four and a maximum of 10, as directed by Management.

Notification of a change to an employee's ordinary hours will be in writing a minimum seven consecutive days prior to the change or earlier by mutual agreement. Alteration to an employee's ordinary hours will be at management's discretion. Management will endeavour to minimise changes to an employee's ordinary hours that may impact on the employee's lifestyle, however business needs will prevail.

- 16.4 An employee working ordinary hours on a Saturday shall receive 60% loading for such time.
- 16.5 An employee working ordinary hours on a Sunday shall receive 100% loading for such time.
- 16.6 Day workers - ordinary hours of work for day workers will be between 6am and 6pm. Employees performing work during these hours will be paid the "Standard Hourly Rate" prescribed in Schedule 3.
- 16.7 Afternoon Shift - shall be ordinary hours of work concluding after 6pm and on or before 12am. Employees engaged in afternoon shift shall be paid 115% of the "Standard Hourly Rate" prescribed in Schedule 3 for all ordinary hours worked.
- 16.8 Night shift - shall be ordinary hours of work commencing on or after 11.00 pm and concluding on or before 7.00 am. Employees engaged in night shift shall be paid at 130% of the "Standard Hourly Rate" prescribed in Schedule 3 for all ordinary hours worked.
 - 16.8.1 Where an employee commences Night Shift between 11pm and Midnight on Sunday, the time worked prior to Midnight shall not entitle the employee to the Sunday rate.

17. Meal Breaks

- 17.1. All employees covered by this Agreement will, as part of their ordinary hours, have a ten minute paid break.
- 17.2. Day employees covered by this Agreement will have a thirty minute unpaid meal break after four hours of work, as long as their ordinary hours of work for that day are more than five consecutive hours.
- 17.3. Afternoon and Night shift employees covered by this Agreement will, as part of their ordinary hours, have a twenty minute paid meal break after four hours of work, as long as their ordinary hours for that day are more than five consecutive hours.
- 17.4. No other breaks will apply.
- 17.5. Management, at their discretion, will roster staff on different break times to ensure ample coverage is provided for the operational needs of the business.

18. Overtime

- 18.1. All overtime must be approved by Management prior to being worked.
- 18.2. All employees agree to work, on request, a reasonable amount of overtime each week.
- 18.3. Subject to operational requirements, and at the discretion of Management, Patrick undertakes to establish equal opportunity for all employees to work reasonable amounts of overtime.
- 18.4. Overtime will be calculated on a daily basis and will commence after an employee has completed their ordinary hours of work.
- 18.5. The first two hours of any overtime will be paid at 150% of the "Standard Hourly Rate".
- 18.6. All overtime worked in excess of the first two hours will be paid at 200% of the "Standard Hourly Rate".

- 18.7. Where an employee works over four consecutive hours of overtime in any one day, they will be entitled to a 20 min meal break. This break will be paid.
- 18.8. An employee working more than one hour of overtime after the completion of their ordinary hours, who has not received notice of such overtime the previous day, will be paid a meal allowance in the amount prescribed in Schedule 3.

19. Sick Leave

- 19.1. All employees accept their obligation to inform Patrick if they are unable to attend work. All employees party to this Agreement agree to abide by the following where reasonably practicable to do so:
 - 19.1.1. Any employee whose ordinary hours are "Day Hours" as prescribed by Clause 16.6 must advise management of an intended absence at least one hour before their scheduled commencement time.
 - 19.1.2. Any employee whose ordinary hours are performed during afternoon or night shift, as prescribed by clauses 16.7 and 16.8, must advise management of an intended absence at least two hours before their scheduled commencement time.
 - 19.1.3. Any employee failing to advise management of an intended absence in accordance with this clause may not be eligible to receive payment for such absence.
- 19.2. Except for two single days absence per employment year, a suitably detailed medical certificate supporting all absences must be produced before an employee will qualify for a sick leave payment.

20. Labour Hire/Employment Agency Casuals

- 20.1. Patrick may supplement the workforce with the use of people employed by a Labour Hire organisation or Employment Agency.
- 20.2. Whilst such employees are performing work that would otherwise be covered by this Agreement, Patrick will seek to ensure that the Agencies provide those employees with the same wages and conditions contained in this Agreement.

21. Uniforms

- 21.1. Each employee will be issued with and wear relevant company uniforms upon commencement of employment in a quantum established by the parties for each work area. Where uniforms have to be ordered they will be ordered upon an employees commencement and issued to the employee as soon as they become available. Any employee issued with company uniform must at all time whilst at work wear the uniform as prescribed by the company. Employees who fail to comply with this requirement will not be able to commence work until they comply with such.
- 21.2. It is the responsibility of each employee to clean and maintain all company supplied items.
- 21.3. Clothing at all times remains the property of Patrick and must be returned at the request of the company in a condition commensurate with reasonable wear and tear.
- 21.4. Patrick shall supply, and employees shall utilise any safety equipment necessary for the performance of their duties. This includes items such as Safety Vests and Safety Footwear. These items will be replaced on a wear and tear, one for one basis.

22. Payment of Wages

- 22.1. Payment for all employees will be made weekly into a nominated financial institution. Payment will be made on the same day each week except in weeks commencing with a Monday public holiday for pay staff in which case payment shall be effected one day later than normal. Where practicable, pay advice shall be issued to the employee on the same day that bank transfer of wages occurs.

- 22.2. An employee may nominate a fixed amount of his/her payment to be deposited each week into one account with the balance deposited into another such account. Such election for a two-account structure and the amount of deduction may not be altered, once made, for a period of 12 months unless otherwise agreed.
- 22.3. Employees may designate a portion of their salary (excluding past accrued entitlements), which shall be paid directly into their superannuation scheme as a voluntary contribution, in accordance with relevant legislative arrangements. An employee shall make an election on 1 July each year on how they wish the annual benefit to be allocated. The election shall take effect on or about 10 September each year and shall remain in force for a 12-month period, unless otherwise agreed.

23. Union Picnic Day

- 23.1 It is agreed that financial members of the NUW will receive a flexible Union Picnic Day in lieu of a recognised Picnic Day.
- 23.2 A flexible day is to be taken annually at a time mutually agreed between the employee and Patrick. It is available as a paid absence during each calendar year.
- 23.3 If it is not taken during the calendar year, it shall not accrue to the following year.

24. Medical / Health Checks

- 24.1. It is a requirement that new employees undergo a medical examination prior to commencement with the Patrick.
- 24.2. Employees will comply with requirements by the Company to undergo further medical checks during the course of employment.
- 24.3. The Company will pay costs associated with medical checks it requires.

25. Transmission of Business

- 25.1. Relevant provisions of the *Workplace Relations Act* 1996 shall apply in relation to any future successor, assignee or transferee of all or any of the work performed under this Agreement at such time.

26. Signatories

This Agreement is made at.....on the day of 2005.

Signed for and on behalf of Patrick Logistics Pty Limited

Name (Please Print)

Witness

Signed for and on behalf of

NATIONAL UNION OF WORKERS (NSW BRANCH)

SCHEDULE 1

AVOIDANCE OF DISPUTE PROCEDURE

The Union and the Company undertake to take all necessary steps to ensure that branches, officers, members, executives, employees and Company staff follow the procedure as set out herein; the intention being that any or all disputes shall be promptly resolved by conciliation in good faith.

- a. Subject to the provisions of the Act, the following mechanism and procedure must be used for the resolution of any dispute (including potential dispute) arising in the workplace:
- b. Disputes between an employee and the employer in respect of any employment matter. The procedure applies to a single employee or to any number of employees.
- c. The parties agree that it is in the interest of all parties to resolve disputes and grievances in the most timely and efficient manner possible. It is therefore agreed that as soon as is practicable after the dispute or claim has arisen, the employee/s will refer the issue directly to their immediate supervisor, affording them reasonable opportunity to remedy the dispute or claim.
- d. If the matter remains unresolved, or is of such a nature that a direct discussion between the employee/s and their immediate supervisor would be inappropriate, the employee will refer the matter to the next level of supervision or management as appropriate.
- e. If the matter remains unresolved at this stage the employee may seek assistance in resolving the matter from a Union delegate or a representative of their choice. The employee and their representative should take the matter up directly with the appropriate level of management.
- f. A reasonable time frame will be permitted for management to investigate the matter and respond to the employee/s, and unless a valid reason exists to do otherwise, an initial response shall be provided within forty-eight hours of the matter being raised in (e) above.
- g. If after discussion between Patrick and the employee/s and their representative, the matter remains unresolved after the parties have genuinely attempted to achieve a resolution, either party may refer the matter to the Commission.
- h. Pending the completion of the procedure set out in this clause, work shall continue in accordance with this Agreement without interruption. When a dispute arises over the lawful exercise by the Company of management discretion and is not at variance with a clearly expressed and acknowledged agreement, pending resolution of the matter, work shall continue in accordance with this Agreement, contracts of employment and the direction of the Company. Where the above does not apply, the status quo will apply in accordance with any clearly expressed and acknowledged agreement pending resolution of the matter.
- i. Discussions at any stage of this procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it take a reasonable period of time for the appropriate response to be made.

SCHEDULE 2

DEFINITIONS

In this Agreement:

"Act" means the *Industrial Relations Act 1996* (NSW).

"NSWIRC" or Commission" means the New South Wales Industrial Relations Commission.

"Award" means the Storeman & Packers, General (State) Consolidated Award.

"Company" means Patrick Logistics Pty Limited.

"Delegate" means an employee of the Company, appointed as a workplace delegate by the NUW Branch Secretary to represent fellow employees and notified in writing to the Company, who may be required by Union members at the Company to represent them in dealings with the Company.

"Employee representative" means any employee of the Company chosen at any time by another employee of the Company to accompany and/or represent the latter employee in dealings with the Company.

"Employee" means an employee of the Company.

"NUW" or "Union" means the National Union of Workers NSW Branch.

SCHEDULE 3

ENTERPRISE AGREEMENT WAGE RATES

The wage rates payable under this Agreement for ordinary hours of work for permanent employees in each classification will be as follows and are effective from the first full pay period on or after 1 October each year.

WAGE TABLES

Classification	Current Rate per Hour (38hour week)	Hourly Rate Effective 1 November 2004	Hourly Rate Effective 1 April 2005
General Duties (Non forklift / RF operation)	\$16.51	\$17.34	\$17.34
Team Member in Training (0 to 3 months)	\$17.00	\$17.85	\$17.85
Team Member	\$17.49	\$18.36	\$19.23
Team Leader	\$18.92	\$19.86	\$20.17

ALLOWANCES TABLE

Allowance	Per Day	Per Week
First Aid	\$2.00	\$10.00
Temporary Team Leader	\$8.56	\$42.80
Meal Allowance	\$9.65	
Travel Allowance	As per Patrick policy	