

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/99

TITLE: TDG 2 Lyn Parade, Lurnea, Enterprise Agreement No.3

I.R.C. NO: 99/881

DATE APPROVED/COMMENCEMENT: Approved and commenced 11 March 1999

TERM:

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED: 17 November 2000

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to stores employees classified as Storeman and Packers, Forklift Operators

PARTIES: TDG Distribution Pty Ltd -&- National Union of Workers, New South Wales Branch



17th November 1998



T D G DISTRIBUTION

LURNEA

ENTERPRISE

AGREEMENT

17 NOVEMBER 1998

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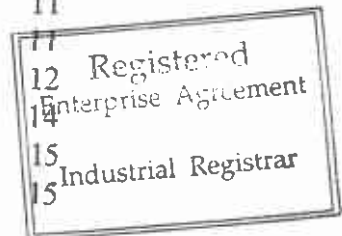
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TDG ENTERPRISE AGREEMENT NO. 31. TITLE OF AGREEMENT

This agreement shall be known as the TDG 2 Lyn Parade, Lurnea, Enterprise Agreement No. 3

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3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 2, of the Industrial Relations Act, 1996, entered into on the 17/11/98, between TDG Distribution Ltd, located at 2 Lyn Parade, Lurnea, NSW 2170 and the stores employees classified as Storeman and Packers, Fork Lift Operators engaged to work at the location and The National Union of Workers (NSW Branch).

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4.0 LIFE OF AGREEMENT

The Agreement shall commence on the day on which the Industrial Relations Commission of New South Wales approves the Agreement and shall continue until 17th November 2000. The parties shall commence to negotiate a new Agreement in July 2000 and in the event a new agreement is not filed and registered to replace the Agreement by November 2000, the terms and conditions of this agreement shall prevail.

5.0 RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Agreement that the agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award, provided that where there is any inconsistency, this Agreement shall take precedence. Where issues arise that are not covered by this agreement then determination will revert to the relevant clause in the award.

6.0 DURESS

This Agreement has not been entered into under duress by any of the aforementioned parties.

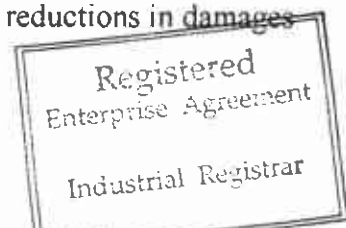
7.0 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set up and maintain a more efficient and productive warehouse operation with regard to receipt, storage and dispatch of goods. It requires the total commitment and cooperation of all warehouse personnel in assisting supervisory staff and management in achieving improved levels of productivity, quality, accuracy and efficiency including reductions in errors on orders and locations as well as reductions in damages to products, plant and equipment.

8.0 CONTRACT OF EMPLOYMENT

8.1 Permanent employees shall be employed on a ~~weekly basis~~ and casual employees will be engaged on an hourly basis. Where an employee is engaged on a weekly basis his / her employment may be terminated by the appropriate notice on either side given on any day or by the payment or forfeiture of a week's wages in lieu of such notice.

8.2 The employer shall have the right to dismiss an employee, without notice, for refusal of duty, malingering, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of



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dismissal only. Alternatively the employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down as the result of refusal of duty, malingering, neglect of duty or misconduct.

- 8.3 Employees shall accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee.
- 8.4 Employees shall keep in good working order any equipment or materials they are supplied with.
- 8.5 Employees shall comply with the relevant Occupational Health and Safety procedures and the relevant Act;

9.0 INDUCTION PROCEDURES

All employees, permanent and casual, will be required to adhere to the company's guidelines as stipulated in the "TDG Logistics Staff Policy Manual" as well as the "Staff Induction Manual, 2 Lyn Parade." Any employee in breach of conditions stated therein will be subject to disciplinary action.

9.1 DAMAGES

(i) Product Damage

Employees causing any damage must abide by the following procedure. If product spillage occurs fix the damaged product and the area must be cleaned immediately. These incidents must be dealt with in accordance with the company's Damage Goods Procedure and reported to the immediate supervisor or manager. If damages are not reported this may result in employee counseling or termination of employment on the grounds of misconduct.

(ii) Plant, Property and Equipment

Employees must report all accidents they are involved in resulting in damage to buildings, forklifts, equipment and stock, to their supervisor or manager. Failure to report damages may result in letters of warning or even termination on the grounds of misconduct.



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10.0 CONSULTATIVE IMPROVEMENT COMMITTEE

- 10.1 The employer and employees shall form a consultative improvement committee, hereinafter called the CIC, which shall comprise not more than three members of management and four representatives from the employees.

The CIC shall operate throughout the life of the Agreement and shall meet as required or as decided arising from a meeting of the CIC. In any event the CIC shall meet at least once each month.

The CIC shall review the progress of the Agreement and ensure that the interests of the employer and employees are being met.

In addition the CIC shall establish a program on how productivity increases above the work standard can be achieved and a formula whereby the employer and the employees can fairly share the benefits of increased productivity.

The company undertakes to continue to keep employees informed of change resulting from the introduction of new technology into the operation of the warehouse.

10.2 Training of Employees

All employees herein agree to work in all parts of the warehouse. The company will provide training, where appropriate, to broaden employees skills relevant to their job functions.

Training of casuals, new or permanent employees may be performed by suitably qualified staff, management or employees covered by this agreement as deemed appropriate by management.

11.0 ORDINARY HOURS OF WORK

- 11.1 Hours of work will average thirty eight (38) hours per week over a four week cycle.
- 11.2 To accommodate the Roster Day Off in Clause 16 of this agreement, working hours each week will equal 40 ordinary hours in total. Paid ordinary hours per week will equate to thirty eight (38) hours. Two (2) ordinary hours will go toward the individual employee's RDO accrual.

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The following shift variables shall apply to this site under the following scenarios.

11.3 Monday to Friday 6 to 9 hour spread Mandatory for all current and future permanent and casual employees.

Dayshift: Monday to Friday - 6.00am to 6.00pm

Afternoon shift: shall be a shift which finishes ordinary hours after 6.00pm and before 12.00am.

Night Shift: shall be a shift which finishes work after 12.00am but before 8.00am. The night shift is currently voluntary and will continue provided it meets the ongoing needs of the business.

11.4 The ordinary hours of work, in relation to Clause 11.3, for all shifts shall be an average of 40 hours per week, (38 paid hours and 2 hours RDO accrual), which shall be worked in no more than five consecutive days as described in the shift arrangements as above. All ordinary hours for day and shift workers will be worked in consecutive hours on consecutive days.

11.5 Monday to Friday 6-10 hour spread. Voluntary for all current permanent employees, as of 17th November, 1998, and mandatory for all current casuals and future permanent employees.

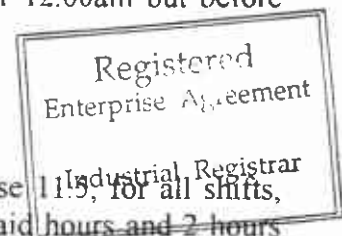
Dayshift: . Monday to Friday - 6.00am to 6.00pm

Afternoon shift: shall be a shift which finishes ordinary hours after 6.00pm and before 12.00am.

Night Shift: shall be a shift which finishes work after 12.00am but before 8.00am.

11.6 The ordinary hours of work, in relation to Clause 11.5, for all shifts, shall be an average of 40 hours per week, (38 paid hours and 2 hours RDO accrual), which shall be worked in either:

- (a) five consecutive days, Monday to Friday inclusive or
- (b) four non consecutive days, Monday to Friday inclusive or
- (c) four consecutive days, Monday to Friday inclusive.



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11.7 Employees volunteering for the 6 to 10 hour spread shall commit to that arrangement for the life of this agreement once the shift has been offered by the employer. Management will endeavour to provide four (4) and five (5) day shift variables, evenly across all employees, on a rotational basis, throughout the life of this agreement.

**11.8 Shift with Saturday inclusive at 60% loading (If required)
Voluntary for all current permanent employees and mandatory for all future permanent employees and current and future casuals.**

Dayshift: shall be a shift which finishes ordinary hours after - 6.00am and before 6.00pm

Afternoon shift: shall be a shift which finishes ordinary hours after 6.00pm and before 12.00am.

Night Shift: shall be a shift which finishes work after 12.00am but before 8.00am.

11.9 The ordinary hours of work, in relation to Clause 11.8, for all shifts shall be an average of 40 hours per week, (38 paid hours and 2 hours RDO accrual).

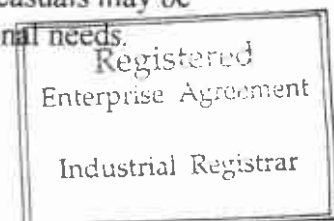
11.10 Weekend Loading for Ordinary Hours Saturday inclusive shift

(a) All work performed at ordinary time on Saturday will be paid at ordinary time plus 60%.

12.0 CASUAL EMPLOYEES

12.1 A casual employee may be retained on an agency's books for a period not exceeding six months. After that period the company may agree to transfer that employee to TDG's books as a permanent employee provided the employee meets the company's standards. If after the initial six month period the employee does not meet the required company standards then the company will terminate their employment contract through the designated contract employer. At this time an alternate employee may be recruited through the designated labour contractor providing the needs of the business require such action. TDG will require a permanent casual pool of labour (approx. 25%), to suit the business needs.

12.2 All operational requirements relating to ordinary and overtime hours will be offered to permanent employees first. In the event that insufficient permanent labour is available then casuals may be requested by management to fulfill the operational needs.



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13.0 STOCKTAKE

Suitably qualified staff, other than storemen, may operate materials handling equipment during periods of stocktake, in the event that storemen are unavailable.

14.0 WORK EXPERIENCE

14.1 Work experience labour is unpaid and intended to be an educative process to assist people to obtain work related skills. It is not intended to be used as a substitute for ordinary permanent labour. All operational requirements relating to ordinary and overtime hours will be offered to permanent employees first.

15.0 ROSTERS

An employee's roster showing the days on which the employee is required for ordinary work may be changed by the employer giving to the employee seven days notice or where the employer and the employee mutually agree without notice.

16.0 ROSTERED WORK PATTERN

16.1 There will be a Roster Day Off (RDO) programme of one (1) RDO granted for every four ordinary weeks (152 hrs) worked. Hours of work are 38 hours per week averaged over a four week cycle. No employee will be allowed to take an RDO unless sufficient hours have been accrued. The scheduled roster may be altered only after consultation and agreement by management.

16.2 An RDO will equate to the rostered hours equivalent as set down in the staff roster.

16.3 Staff may elect to take a variable hours component for RDO's after consultation and agreement by management. (ie take time off work to register a car and then return to work within the same working day).

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- 16.4 No RDO accrual will occur on days when an employee is absent from work on a scheduled work day for any reason, (eg sick leave, annual leave, compassionate leave, workers compensation etc).

17.0 STAGGERED WORK HOURS

- 17.1 The working week to consist of 40 normal hours (38 paid hours and 2 hours RDO accrual) made up of multiples of, minimum six (6) hour and maximum ten (10) hour shifts, as directed by management.
- 17.2 Notification of a change to shift requirement will be in writing a minimum of seven (7) days notice. Alteration to shift arrangements will be at management's discretion. Management will endeavour to minimise changes to rosters that may impact on the employees lifestyle.
- 17.3 Based on the requirements of the business, management will determine the start and finish times of each shift, providing they are in line with normal spread of hours as mentioned in Clause 11.
- 17.4 Overtime penalties will not apply until after the specific day's roster requirement, (eg Tuesday 6 hr shift from 8 am to 2.30pm. Overtime commences from after 2.30 pm. Wednesday 10 hr shift from 6.30 am to 5pm. Overtime commences after 5 pm).

18.0 STAGGERED MEAL BREAKS

- 18.1 Management may roster staff on different break times to ensure ample coverage is provided on the floor for all incoming and outgoing goods.
- 18.2 Rostering of staff on different breaks will be on an as needs basis in accordance with operational needs.

19.0 PAYMENT OF WAGES

Parties to this agreement accept that all wages will be paid weekly through Electronic Funds Transfer (EFT). Subject to circumstances beyond the company's control, the company undertakes to have all wages available to employees by 2.00 pm each Tuesday. Bank charges will be the responsibility of the employee.

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20.0 OVERTIME

20.1 Subject to operational requirements and at the company's discretion the company undertakes to establish an overtime roster for employees that provides equal opportunity for all employees to work reasonable amounts of overtime.

21.0 SAFETY FOOTWEAR AND CLOTHING

All employees party to this agreement undertake to wear safety footwear whilst at work. Footwear to be either supplied by the company or provided by the employees. If the employee chooses to provide their own footwear it must be of an approved standard. The company will reimburse employees up to \$50.00 for approved footwear purchased directly by the employee subject to employees providing proof of purchase. All footwear must be replaced annually.

The company shall undertake to provide all appropriate protective clothing to perform clean-up of all spills and damages in accordance with the guidelines as stated in the OH&S legislation for NSW.

22.0 UNIFORMS

Employees will wear company issued uniforms at all times during working hours.

23.0 SICK LEAVE

23.1 All employees accept their obligation to inform the company if unable to attend work due to illness. Employees party to this agreement undertake to:

- (i) Day shift employees - advise before (where practicable) or within 1 hour of the scheduled commencement time.
- (ii) Afternoon shift employees - advise at least 2 hours prior to the commencement of shift start time.

23.2 The amount of sick leave each employee is entitled to equates to 104 days, i.e. 76 Hrs per anniversary of each year of employment with the company.



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- 23.3 Except for the first single day's absence on sick leave a doctor's certificate supporting absence on sick leave will be required in order for the employee to qualify for sick leave payment for the time off.
- 23.4 A single day's sick leave will equate to the normal day's corresponding rostered paid hours.
- 23.5 For absences before or after public holidays and rostered days off, proof by way of a medical certificate shall be supplied irrespective of the length of the absence in order to qualify for payment.

24.0 ANNUAL LEAVE

- 24.1 An employee taking annual leave shall be entitled to be paid, in addition to their annual leave, a 17.5% loading for all time taken as annual leave providing the employee has worked 12 continuous months since their commencement date anniversary with the employer.
- 24.2 No loading is payable to an employee who takes annual leave wholly in advance however such loading shall be paid on the employee's anniversary date.
- 24.3 When the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual leave to which they are entitled, they shall be paid the annual leave loading.
- 24.4 If termination of employment occurs, annual leave payments will be made in accordance with the Annual Leave Act.

25.0 WAGE INCREASE

- 25.1 The company agrees to pay an immediate increase of 6% effective the first pay week after 17th November 1998. Refer table below.

Classification	Present Rate	Increase % 17 th November 1998	New rate on 17 th November 1998
Storeperson	509.086	6%	539.631
Leading Hand	550.586*	6*	583.621

- * includes a lead hand allowance of \$41.50 per week. Please note that lead hand, first-aid and meal allowances, only, will increase pro-rata of 6% on 17th November 1998.



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25.2 An additional payment of 6% will become effective the first pay period after 17th November 1999.

Classification	Present Rate	Increase % 17 th November 1999	New rate on 17 th November 1999
Storeperson	539.631	6%	572.016
Leading Hand	583.621*	6*	618.646

* includes a lead hand allowance of \$43.99 per week. Please note that lead hand, first-aid and meal allowances, only, will increase pro-rata of 6% on 17th November 1999.

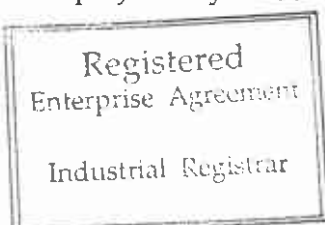
25.3 The employees undertake to make no further wage claims during the currency of this agreement.

25.4 Any increase payable by the company will be conditional, upon acceptance of this agreement, by the employees and Union and prior to registration with the commission.

26.0 COUNSELLING PROCEDURE

26.1 With the object of retaining good employer/employee relations, no employee will be dismissed (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:

- (1) First Warning: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee right to respond. If the employee so requests, a witness of his/her choosing may be present and will be given the opportunity to respond. The nature of the unsatisfactory service will be committed to writing.
- (2) Second Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the Company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. The employee will be given the opportunity to respond. Again, the nature of the unsatisfactory service will be committed to writing.
- (3) Third Warning: If after two written warnings the employer considers the employee to still be unsatisfactory, then the employee may render



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- (4) Validity of Warning: There will be a validity period applied to all warnings of twelve (12) months. Accordingly as a "First Warning" becomes invalid due to this Clause so the "Second Warning" becomes the "First Warning".
- (5) Obligations: The Company undertakes to advise any employee receiving a "warning" of their rights and obligations at the commencement of receiving the "warning".
- 26.2 The employer shall follow a disciplinary procedure directed towards improving the conduct, performance and work standard of each employee.
- 26.3 The employer shall take all reasonable steps to make known to employees, by way of verbal and or printed communication, the required standard of performance and conduct which is expected whilst at the workplace or in circumstances which would directly impact on the workplace.
- 26.4 When the employer is to issue a warning to an employee the following steps shall be observed:
- (a) The employee shall be advised of the complaint against them;
 - (b) The employee shall be entitled to place their defence to the complaint and the employer shall consider such response prior to issuing the warning;
 - (c) The employer shall advise the employee what shall be expected of the employee to improve their work performance or conduct and the employer shall provide the employee with any reasonable assistance to achieve the required standard of performance and or conduct;
 - (d) The warning shall be recorded in writing and the employee shall be requested to sign the warning and shall be given a copy thereof;
 - (e) The warning shall contain the complaint raised by the employer, the response or defence given by the employee and any follow-up which may be required. The warning shall also note the seriousness of the complaint and if the employee's employment is in jeopardy or likely to be in jeopardy;
 - (f) The employee shall be entitled to have the employee representative, or union delegate whichever is the case, present at all stages of the warning if so requested.

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- 26.6 An employee who disregards the seriousness of a warning or refuses to acknowledge counseling may be terminated provided the employee is advised that their behaviour in disregarding the warning and or counseling may result in termination.
- 26.7 The employer may, in lieu of termination, with the consent of the employee representative, or union delegate - whichever is the case, stand-down the offending employee without pay for a period of one working day and up to twenty working days. However, the employer shall not adopt this alternative for the same employee more than once in any twelve month period.

27.0 GRIEVANCE PROCEDURE

- 27.1 In the event there is a grievance by either the employees covered by this agreement or the management of TDG Distribution, the following procedure will apply:-
- (a) The employee shall raise the dispute or grievance with their immediate manager or supervisor in an attempt to resolve the dispute or grievance;
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) If the matter is not resolved the employee may refer the dispute or grievance to the employee representative, or union delegate whichever is the case, and the employee representative shall discuss the dispute or grievance with the next level of management in an attempt to resolve the dispute or grievance;
 - (d) If the matter is not resolved the employee representative or union delegate may refer the matter to their union office and the manager may refer the matter to their enterprise's senior manager;
 - (e) The matter shall be discussed between a senior union official and senior manager, or their representatives, in an attempt to resolve the dispute or grievance;
 - (f) If the dispute is not resolved within 72 hours of when it was referred to the senior representatives then either side may refer the dispute or grievance to the commission for resolution.



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- 27.2 Whilst matters in dispute are being discussed, work shall continue as normal and the status quo shall prevail. The status quo shall mean the situation that existed before the dispute or the matter giving rise to the dispute.
- 27.3 Notwithstanding anything else written in this clause no employee shall be expected to work in a situation or area where there is a genuine risk to health and safety.

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28.0 DATE OF REGISTRATION

This enterprise agreement shall take effect from the first pay period to commence on or after 17th November 1998.

29.0 SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of TDG Distribution Pty Ltd

Signed: 
Witnessed by: 
Date: 14/12/98

Signed for and on behalf of the National Union of Workers

Signed: 
Witnessed by: 
Date: 18/12/98