

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/102

**TITLE:** TDG Logistics Ltd Glendenning Enterprise Bargaining Agreement  
No 2

**I.R.C. NO:** IRC2/6473

**DATE APPROVED/COMMENCEMENT:** 9 December 2002/15 October 2001

**TERM:** 15 October 2003

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 6 June 2003

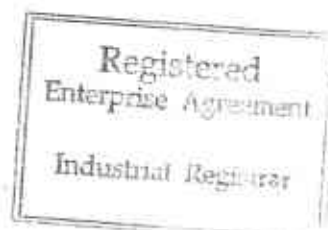
**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all warehouse employees of TDG Logistics Ltd employed at the Glendenning facility and who fall within the coverage of the Storemen and Packers, General (State) Award

**PARTIES:** TDG Logistics Ltd (now known as Patrick Logistics Ltd) -&- the National Union of Workers, New South Wales Branch



Date of this agreement  
30th of October 2001

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**T D G LOGISTICS Ltd.**

**GLENDENNING**

**ENTERPRISE**

**BARGAINING**

**AGREEMENT  
No 2**



Date of this agreement: 30<sup>th</sup> of October 2001

Date of this agreement  
30th of October 2001

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Date of this agreement  
30th of October 2001

**1. TDG Logistics Ltd Glendenning Enterprise Bargaining Agreement No. 2**

**2. TITLE OF AGREEMENT**

2.1. This agreement shall be known as the TDG Logistics Ltd, Glendenning, Enterprise Bargaining Agreement No. 2.

**3. INCIDENCE AND PARTIES BOUND**

3.1. This Enterprise Bargaining Agreement is made pursuant to Chapter 2, Part 2, of the New South Wales Industrial Relations Act, 1996, entered into on the 30<sup>th</sup> of October 2001 between TDG Logistics Ltd, and all warehouse employees engaged to work at the Glendenning facility and The National Union of Workers, (N.S.W Branch).

**4. LIFE OF AGREEMENT**

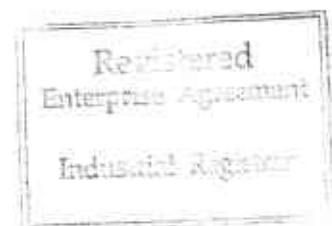
4.1. The Agreement shall commence on the day on which the Industrial Relations Commission of New South Wales approves the Agreement, and shall continue for two (2) years. The parties shall commence to negotiate a new Agreement three (3) months before the expiry of this agreement. In the event a new agreement is not filed and registered to replace this Agreement three (3) months after its term, the terms and conditions of this agreement shall prevail thereafter.

**5. RELATIONSHIP TO PARENT AWARD**

5.1. It has been determined by the parties to this Agreement that the agreement shall be read and interpreted wholly in conjunction with the New South Wales, Storeman and Packers, General (State) Consolidated 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. DURESS**

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



## **7. PURPOSE OF THE AGREEMENT**

7.1. The purpose of this Agreement is to set up and maintain a more efficient and productive warehouse operation. It requires the total commitment and cooperation of all personnel in assisting supervisory staff and management in achieving Worlds Best Practice in:

- Productivity,
- Quality,
- Accuracy,
- Efficiency,
- Reductions in errors on orders and stored product,
- Reductions in damages to products, plant and equipment.

## **8. 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 one (1) weeks 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,

- refusing to work as directed,
- malingering,
- neglect of duty,
- misconduct,

in such cases the wages shall be payable up to the time of 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 use or are supplied with.

8.5. Employees shall at all times comply with the relevant TDG Logistics Ltd Occupational Health and Safety procedures and any relevant legislation that may be enforce from time to time.

8.6. Employees may by agreement be transferred to other TDG Logistics Ltd Dry Stores on a short term needs basis. A travel allowance as detailed in appendix (A) will apply to such transfers.

8.7. All employees must comply with the TDG Logistics Ltd Quality procedures. Failure to comply with these procedures may result in employee counselling or termination of employment on the grounds of misconduct.

8.8. Rates of Pay. Refer appendix (A).

8.9. All allowances set out in appendix (A) of this agreement are based on worked hours, and as such are not payable when employees are absent from work.

## **9. EMPLOYMENT CLASIFICATIONS.**

### **9.1. Team Member.**

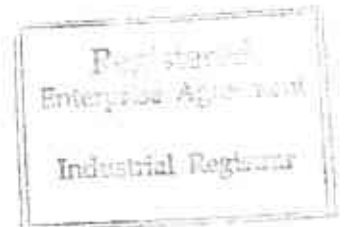
Team members will be required to:

- 9.1.1. Describe and demonstrate all warehouse functions and procedures as described in the TDG Glendenning Quality Manuals,
- 9.1.2. Hold a current Forklift license as prescribed by N.S.W WorkCover,
- 9.1.3. Work with limited supervision,
- 9.1.4. Sign on behalf of the company in respect to the receivables and despatches of the DC,
- 9.1.5. Be responsible for their own work in respect to Quality, Accuracy and Productivity.
- 9.1.6. Complete all tasks assigned,
- 9.1.7. Bring to management's attention all issues that may effect the operation of the Facility.

### **9.2. Team Leader.**

Team Leaders will be required to:

- 9.2.1. Perform all points covered in clause 9.1
- 9.2.2. Delegate and control work to team members.
- 9.2.3. Open and secure the facility.
- 9.2.4. Ensure all equipment is in a serviceable condition



## **10. INDUCTION PROCEDURES**

10.1. 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". Any employee in breach of conditions stated therein may be subject to employee counseling or termination of employment on the grounds of misconduct.

## **11. DAMAGES**

### **11.1. Product Damage**

11.1.1. 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 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

### **11.2. Plant, Property and Equipment**

11.2.1. 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 misconduct.

## **12. TRAINING OF EMPLOYEES**

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

12.2. 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.

## **13. ORDINARY HOURS OF WORK**

13.1. The ordinary hours of work, for all employees covered by this agreement, shall be an average of thirty eight (38) hours per week which shall be worked either in:

- Consecutive days, Monday to Sunday inclusive,
- Non consecutive days, Monday to Sunday inclusive,

13.2. Any employee with a Saturday as part of their ordinary hours, a 60% loading for that day will apply.

13.3. Any employee with a Sunday as part of their ordinary hours, a 100% loading for that day will apply.

**14. WORK HOURS DEFINED:**

- 14.1. **Day Hours:** shall be ordinary work hours commencing and concluding between - 6:00am and 6:00pm, and employees will be paid at the "Standard Hourly Rate" as prescribed in appendix (A).
- 14.2. **Afternoon Hours:** shall be ordinary work hours concluding after 6:00pm and on or before 12:00am, and employees will be paid at the rate of 115% of the "Standard Hourly Rate" for all ordinary hours worked.
- 14.3. **Night Hours:** shall be ordinary work hours commencing on or after 12:00am and concluding on or before 8:00am, and employees will be paid at the rate of 130% of the "Standard Hourly Rate" for all ordinary hours worked.

**15. CASUAL EMPLOYEES**

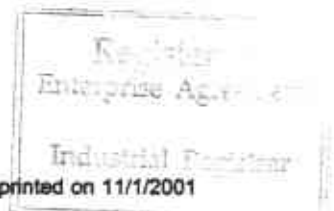
- 15.1. An agency casual employee may be retained as an agency casual for a period not exceeding six (6) months. After that period the company is to transfer that employee to TDG Logistics, provided the employee meets the company's standards. If after the initial six (6) month period the employee does not meet the required TDG Logistics standards then the company will terminate their employment contract through the designated contract employer.
- 15.2. 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.
- 15.3. All Casual employees will be paid at the rate of 115% of the appropriate hourly rate plus 1/12th (0.083%) in lieu of Annual leave.

**16. STOCKTAKE**

- 16.1. In the event that insufficient permanent Glendenning Storeman are available, suitably qualified staff, other than team members, may be engaged during periods of stocktake.

**17. WORK EXPERIENCE AND MANAGEMENT TRAINING.**

- 17.1. All employees agree to allow, and assist in, the companies Work experience and Operational Management training programs. This type of work is intended to provide participants with hands on operational training and be an educative process to assist participants 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.

**18. WORK HOURS**



18.1. The working week is to consist of thirty eight (38) ordinary hours made up of multiples of, minimum four (4) hours and maximum ten (10) hours, as directed by management.

18.2. Notification of a change to an employee's ordinary hours will be in writing a minimum of seven (7) 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 endeavor to minimise changes to an employee's ordinary hours that may impact on the employees lifestyle, however business needs will prevail.

**19. MEAL BREAKS**

19.1. Management may roster staff on different break times to ensure ample coverage is provided for the operational needs of the business.

19.2. Rostering of staff on different breaks will be at management's discretion.

19.3. All employees covered by this agreement (Day, Afternoon, Night) will, as part of their ordinary hours, have a ten (10) minute paid break.

19.4. Day employees covered by this agreement will, as part of their ordinary hours, have a thirty (30) minute unpaid meal break after four (4) hours of work, as so long as their ordinary hours for that day are more than five (5) consecutive hours of work.

19.5. Afternoon and Night employees covered by this agreement will, as part of their ordinary hours, have a twenty (20) minute paid meal break after four (4) hours of work, as so long as their ordinary hours for that day are more than five (5) consecutive hours of work.

19.6. No other breaks will apply.

**20. PAYMENT OF WAGES**

20.1. Parties to this agreement accept that all wages, including all penalties and allowance, 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 on Tuesdays of each week and no later than the end of trade on Thursday of each week. Bank charges will be the responsibility of the employee.

**21. OVERTIME**

21.1. All overtime MUST be authorised by Management.

21.2. Subject to operational requirements and at the Management's discretion, the company undertakes to establish equal opportunity for all employees to work reasonable amounts of overtime.

21.3. All employees agree to work, on request, a reasonable amount of Overtime each week.

21.4. The first two (2) hours of any Overtime is to be paid at 150% of the "Standard Hourly Rate".

21.5. All time worked after the first two (2) hours of any Overtime will be paid at 200% of the "Standard Hourly Rate".

21.6. Overtime will only commence after an employee has completed their number of ordinary hours of work for that day.

21.7. All employees will be entitled to a twenty (20) minute meal break if they work over four (4) consecutive hours of overtime in any one day. This break will be counted as time worked.

21.8. An employee working more than one (1) hour of Overtime after completion of their ordinary hours, who has not received notice of such Overtime in their previous work day, will be paid a Meal Allowance as prescribed in appendix (A).

## **22. SAFETY FOOTWEAR AND CLOTHING**

22.1. All Employees party to this agreement undertake to wear safety footwear that complies with the current Australian Standards whilst at work. Safety footwear will be selected and supplied by the company, and will be replaced on a fair wear and tear, one for one basis.

22.2. All Employees agree to wear a Safety Vest or High Visibility shirt or jacket that complies with the current Australian Standards for High Visibility clothing, whilst at work. These items will be selected and supplied by the company, and will be replaced on a fair wear and tear, one for one basis.

22.3. The company shall undertake to make available 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 N.S.W.

## **23. UNIFORMS**

23.1. All Employees will wear company issued uniforms at all times during working hours, any employee failing to comply with this requirement will not be able to start work until they comply with this requirement.

Registered  
Enterprise Agreement  
Industrial Relations

23.2. It is the responsibility of each employee to clean and maintain all company supplied items to an acceptable standard as defined by management. Company supplied uniforms will be replaced on a fair wear and tear, one for one basis.

**24. SICK LEAVE**

24.1. All employees accept their obligation to inform the company if unable to attend work. All employees party to this agreement agree to abide by the following, where practicable,

24.1.1. Any employee with their ordinary hours classified as "Day Hours" (see clause 14) must advise management one (1) hour before their scheduled commencement time.

24.1.2. Any employee with their ordinary hours classified as "Afternoon or Night Hours" (see clause 14) must advise management at least two (2) hours prior to their scheduled commencement time.

24.2. Any employee who fails to inform management in accordance with clauses 24.1 may not be eligible to payment for such absence.

24.3. The amount of sick leave each employee is entitled to equates to thirty eight (38) hours for the first year of employment and seventy six (76) hours for each year of employment thereafter with the company. Sick leave entitlements will accrue on a Pro-rata basis.

24.4. Except for two (2) single days of 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.

24.5. For all absences on the day before or the day after a public holiday, a suitably detailed medical certificate must be supplied in order to qualify for a sick leave payment.



## **25. ANNUAL LEAVE**

25.1. An employee taking annual leave shall be entitled to be paid, in addition to their Annual leave, a seventeen and a one half percent (17.5%) loading on the "Standard Hourly Rate" for all time taken as Annual leave. Employees will have to have completed twelve (12) months continuous service before any Annual leave may be taken and no allowances or penalties shall apply.

25.2. If an employee is terminated by the employer, for a cause other than reasons prescribed in clause 8.2, then the employee is entitled to leave loading as described in clause 25.1, on all Annual leave owed to the employee.

25.3. If termination of employment occurs, annual leave payments will be made in accordance with the Annual Leave Act.

25.4. The Minimum amount of annual leave to be taken by an employee is one (1) week.

## **26. COUNSELLING PROCEDURE**

26.1. Refer TDG Logistics Ltd company policy.

## **27. GRIEVANCE PROCEDURE**

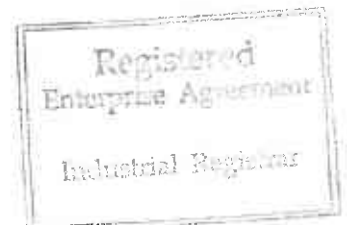
27.1. In the event there is a grievance by either the employees covered by this agreement or the management of TDG Logistics Ltd, the following procedure will apply: -

27.1.1. The employee shall raise the dispute or grievance with their immediate manager or supervisor in an attempt to resolve the dispute or grievance;

27.1.2. Reasonable time limits must be allowed for discussion at each level of authority.

27.1.3. 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.

27.1.4. 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.



27.1.5. 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.

27.1.6. If the dispute is not resolved within seventy two (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.

27.1.7. 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.

27.1.8. Notwithstanding anything else written in this clause no employee shall be expected to work in a situation or area where there is a risk to health and safety.

## **28. UNION RECOGNITION AND MEMBERSHIP**

28.1. For the duration of this Agreement, TDG Logistics Ltd recognise the National Union of Workers as the union representing Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.

28.2. It is the policy of TDG Logistics Ltd that Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers (N.S.W. Branch).

28.3. TDG Logistics undertakes upon authorisation of each employee, to deduct Union membership dues, as levied by the National Union of Workers (N.S.W. Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (N.S.W. Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to member's accounts.

28.4. All new Employees shall be advised of the matters set out in 28.1, 28.2 and 28.3 above and shall be introduced to the site N.U.W delegates upon being accepted for employment.

Date of this agreement  
30th of October 2001

**29. DATE OF REGISTRATION**

29.1. This enterprise agreement shall take effect from the first pay period to commence on Monday the 15<sup>th</sup> of October 2001.

**30. SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of TDG Logistics Ltd

Signed:



Witnessed by:



Date: 01.11.01

Signed for and on behalf of the NUW

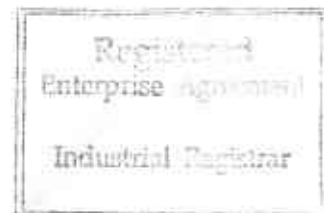
Signed:

Derrick Belan

Witnessed by:



Date: 15/11/01



## APPENDIX A.

### Standard Hourly Rates of Pay:

<b>Classifications:</b>	<b>Period</b>	<b>General Hand</b>	<b>Team Member</b>	<b>Team Leader</b>
<b>General Duties</b> (Non forklift / RF operation)	<b>Current</b>	<b>\$13.74</b>		
	<b>Oct 2001</b> 8%	\$14.84		
	<b>Oct 2002</b> 4%	\$15.43		
<b>Team Member in Training</b> (0-3 Months)	<b>Current</b>		<b>\$14.145</b>	
	<b>Oct 2001</b> 8%		\$15.28	
	<b>Oct 2002</b> 4%		\$15.89	
<b>Team Member Fully Trained</b>	<b>Current</b>		<b>\$14.555</b>	<b>\$15.60</b>
	<b>Oct 2001</b> 8%		\$15.72	\$17.00 (9%)
	<b>Oct 2002</b> 4%		\$16.35	\$17.68

### Allowances defined.

<b>Allowance</b>	<b>Per Day</b>	<b>Per Week</b>
First Aid	\$2:00	\$10:00
Temporary Team Leader	\$8:00	\$40:00
Meal Allowance	\$8:20	
Travel Allowance	59 cents / Km	