REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/48

Brimac Distribution (NSW) Pty Ltd Enterprise Agreement 1999 - 2000 TITLE:

I.R.C. NO:

99/3723

DATE APPROVED/COMMENCEMENT: 30 July 1999

TERM

2 years

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

10 March 2000

DATE TERMINATED:

NUMBER OF PAGES:

21

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies only to employees in the Brimac Distribution (NSW) Pty. Ltd site at

Amdell Park and all future Distribution Centres under their control

Brimac Distribution (NSW) Pty Ltd -&- Transport Workers' Union of Australia, New PARTIES:

South Wales Branch



BRIMAC PTY. LTD.

ENTERPRISE AGREEMENT 1999/2000 FOR ARNDELL PARK SITE NSW

May 1999



Transport ◆ Warehousing ◆ Distribution



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1. TITLE OF AGREEMENT

The title of this agreement is the Brimac Distribution (NSW) Pty Ltd Enterprise Agreement 1999 - 2000.

2. COVERAGE AND PARTIES TO THE AGREEMENT

This agreement applies to Arndell Park Distribution Centre.

The parties to the agreement are:-

- (i) The Employer, Brimac Distribution (NSW) Pty. Ltd
- (ii) The employees engaged by Brimac Distribution (NSW) Pty. Ltd. employed under the Transport Industry State Award Grade 3 (hereinafter referred to as "the Agreement").
- (iii) The Transport Workers Union of Australia, NSW Branch.

This agreement shall only apply to employees in the Brimac Distribution (NSW) Pty.Ltd. site at Arndell Park and all future Distribution Centres under their control.

This agreement shall regulate totally the terms and conditions of employment previously regulated by the Transport Industry (State) Award.

3. RELATIONSHIP TO PARENTAL AWARD

This agreement shall be read in conjunction with the Transport Industry State Award and in the event of any inconsistency between the Award and this Agreement, the agreement shall prevail.

4. TERM

This Agreement shall operate from the date of certification (date) and shall remain in force for a period of two years unless varied or terminated earlier by the provisions provided by the NSW Industrial Relations Act 1996.

Remuneration will be reviewed annually on the anniversary of this agreement, based on the components listed as forming the agreed gradings. No new elements will be considered in determining gradings.

Variation to this agreement may be made by agreement of all parties, where the variation is generated by circumstances beyond the control of, and unforeseen by all parties.

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5. **DEFINITIONS**

For the purpose of this Agreement the following definitions apply:

- THE COMPANY means Brimac Distribution (NSW) Pty. Ltd.
- EMPLOYEE/S means an employee or employees of Brimac Distribution (NSW) Pty. Ltd.
- THE UNION means the Transport Workers Union of Australia, New South Wales Branch.
- THE COMMISSION means the NSW Industrial Relations Commission.

6. INTENT

The intent of this Agreement is to reward employees for their productivity and accreditation while ensuring a fair return for the share holders of the company.

6.1 Cooperation and Consultation

The parties agree to cooperate in achieving the intent and objectives of this Agreement through a consultative process which values the involvement and ideas of all employees, however this will not impede the right of management to make major business decisions to improve the viability of the company.

The parties will consult to ensure that as part of the service oriented transport, warehousing and distribution industry, Brimac operates as flexibly as possible to meet customer demands.

The parties also agree that competency and safety are the only factors which will affect how work is carried out, and there are to be no demarcations of work. This includes, where necessary, other staff assisting with work so that the Company's operational needs are met.

7. EMPLOYMENT CONDITIONS

7.1 Multi skilling

- (i) The parties recognise existing custom and practice which ensures the training and development of employees to be able to undertake a wide range of duties and competencies of the Agreement.
- (ii) The employer may direct an employee to carry out such duties as are with the employee's limits of skill, competence and training provided the employee has been properly trained in the use of any tered equipment necessary for the performance of such duties.

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(iii) Employees may be required to train other employees in the skills of their own grade and above and below by means of personal instruction and demonstration.

7.2 Pre-Employment Medicals

The Company will require prospective employees to undertake a medical check as part of the interview process, and shall reimburse all medical costs not recoverable from a health fund by the employee or person seeking employment.

7.3 Probationary Period

All employees shall serve a probationary period up to three (3) months service and shall be advised in writing prior to commencement.

7.4- Suspension of Employee

An employee involved in alleged misconduct such as fighting, drinking alcohol, gambling, stealing, unsafe practices, drug abuse or deliberate abuse of customers or equipment, may be terminated or suspended. Employees involved in such an incident who are suspended may be suspended for a period of up to five working days from the time of the incident. If as a result of a management investigation, an employee is found to be not guilty of acts arising in the incident, such employee will be reinstated covering the period of suspension.

8. EMPLOYMENT CATEGORIES

Under this Agreement the Company may employ full-time, part-time, casual and temporary employees.

Full Time

The ordinary hours of work for a full time employee shall be up to 45 hours per week, based on a rostered 40 hour week.

Part Time

The ordinary hours of work for a part time employee shall be less than 40 hours per week but not less than 4 hours per day.

Casual

Minimum hours of work for a casual worker shall be 4 hours per day, when required.



Temporary

Temporary employees shall be engaged for special projects/seasonal work for a period up to 6 months.

9. TRAINING

The Company may require an employee to attend training courses outside normal working hours. The company may pay for this training at ordinary time rates up to a maximum of 40 hours per year. Scheduling of training sessions will be undertaken in consultation with employees.

10. MEAL BREAKS

Flexible meal breaks may be taken during normal working hours in keeping within the operating requirements of the Company and may be varied to meet changing operational demands

11. FLEXIBLE HOURS

Hours will be arranged flexibly as part of arranging ordinary hours around a 45 hour week concept to meet contract distribution and transport demands and incoming/outgoing volumes.

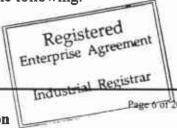
The ordinary hours of work will be between 6.00 a.m. to 6.00 p.m. Monday to Friday.

Starting and finishing times are to be flexible as they arise to cover the needs of the operation. Notification of the change of roster may be made without penalty three days before.

- (i) By mutual agreement, between the Company and employee(s) ordinary hours up to a maximum of ten (10) hours per day may be implemented, at the discretion of the Company
- (ii) By mutual agreement between the parties ordinary hours maybe worked over any five (5) days in the week Monday to Sunday. Provided, where ordinary hours are worked over a weekend then the ordinary hours will be paid at time and a half of the base rate of pay on a Saturday, and double time on Sunday or appropriate shift allowances for shift work.
- (iii) By mutual agreement, employees may be required to work at other sites.

Where a gazetted public holiday (or holidays) falls within a pay week the hours available for work for that week will be calculated based on the following:

45-(9*N)



N = Number of gazetted public holidays for the period.

12. **OVERTIME**

It is agreed that in computing overtime each period of work shall stand alone.

The Company will not ask employees to work more than 45 hours in any one week without payment of overtime. Any time worked in excess of 45 hours in any one week shall be paid in accordance with the Transport Industry (State) Award.

Hours worked in excess of 10 hours per day shall be paid at double time.

Rest Period After Overtime

An employee, (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least ten (10) consecutive hours off duty between those times, shall be released after completion of such overtime until he has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. An employee who resumes or continues work without having had such ten (10) consecutive hours off duty shall be entitled to payment of overtime at the rate of double time (2 times) until he is released from duty and shall then have ten (10) consecutive hours free from duty.

13. **GRADINGS AND WAGES**

Grading and wage details are as set out in Appendix A & B to this Agreement.

Casual Employees are to be paid as per the Transport Industry NSW (State) Award 1997.

14. PAYMENT OF WAGES

- 14.1 Wages shall be paid weekly by electronic funds transfer into a financial institution of the employee's choice provided it is able to offer electronic funds transfer services.
- 14.2 Employees shall on commencing employment or immediately after this Agreement comes into effect (whichever occurs first) advise the Company in writing as to the details of his or her financial institution account to enable transfer of wages and shall give the Company not less than 7 days notice in writing of any change of the details of the financial institution.
- Any outstanding wages owed to casual employees at the conclusion of 14.3 their employment will be paid by cheque or electronic funds transfer at the end of the Company's normal pay cycle by agreement with the individual.

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14.4 If an employee's employment has been terminated by the Company, any wages unpaid shall be paid by cheque or electronic funds transfer within 24 hours of termination of the employment at the employee's normal place of employment or if requested by the employee, by posting it to his or her nominated address or by electronic funds transfer at the end of the subsequent normal pay cycle by agreement with the individual.

15. SUPERANNUATION

The parties agree to the adoption of the Nominated Industry Fund or Company fund to provide all benefits in respect of employees bound by this Agreement.

This is subject to the trustees of the Plan continuing to administer the Plan as a complying fund under Superannuation Guarantee legislation and the Occupational Superannuation Standards Act 1987.

16. PERFORMANCE INDICATORS

The parties commit themselves to a process of continuous improvement and see performance indicators and performance standards as a means of measuring what has been achieved and the need for further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the customers, employees and Brimac in improving competitiveness and the quality of service.

Performance indicators are to be developed with reference to clearly articulated departmental and work group objectives. These objectives will be developed through a consultative process and will be subject to periodic review.

It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvements.

To date the parties have identified the following critical success factors and corresponding performance indicators and relevant performance measures.

Critical Success Factor	Performance Indicator	Team Performance Measures



1. Quality	Customer Satisfaction	Reduction in level of customer complaints Deliveries of products in full/on time Loss/damage of products/equipment is eliminated Customer stock takes are accurately completed All relevant customer documentation is completed and processed accurately.
2. Work Environment	OH&S Performance	☐ Implementation and adherence of OH&S Policy, standards and procedures. ☐ Reduction in lost time through accident/injury. ☐ Reduction in LTI's and MLT's. ☐ Housekeeping standards are maintained to the required level as per warehouse maintenance program. ☐ Completion of self evaluation performance appraisals
3. Labour Resources	Absenteeism	Reduction in Absentee hours to be no more than 3 % of ordinary hours per month. Reducing the incidence of unauthorised absence from work
4. Physical Output	Freight throughput (Receiving, Put Away, Pick, Pack and Loading)	□ All receipts of goods are processed in same day. □ Delivery vehicles/container turnaround is achieved in the shortest time frame in line with client requirements. □ Order processing is completed full within each day. □ All Brimac delivery vehicles are loaded within designated time frames. □ Picking rates/accuracy levels are achieved to the desired standard. □ Processing of stock returns within required time frames.

7. WORKPLACE SAFETY AND STANDARDS

17.1 It is acknowledged that the Company and employees are jointly responsible to ensure that there is a healthy and safe working environment. The Company will implement the highest standards of occupational health and safety and employees are required to co-operate to maintain those standards.

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- It is also accepted that housekeeping and cleaning in the immediate work 17.2 areas is each employee's responsibility and will be undertaken by the employee regardless of job classification as and when required.
- If the Company provides employees with a uniform the employee shall be 17.3 responsible for the maintenance of such uniform, however, if the Company provides employees with /or safety equipment the Company will be responsible for the maintenance of such safety equipment.
- The uniform entitlement for warehouse staff is as follows:-17.4

On commencement the employee receives

- 3 shirts.
- 3 trousers or 2 trousers and 2 shorts
- safety boots
- iacket
- jumper
- gloves (as required)

In subsequent years the employee receives replacement uniform on a wear and tear basis with manager's approval

18 ANNUAL LEAVE

Full time employees of the company will be entitled to four (4) weeks, annual leave on completion of each year of service. Part time employees will be entitled to pro rata leave, based on the defined hours worked in the period. On termination of employment full time and or part time employees will be entitled to pro rata payment of leave.

Annual leave is taken at a time mutually agreed by the company and the employee. Entitlement for annual leave is due twelve (12) months from the date of commencement and that leave must be taken by the end of the following twelve (12) months or may be deferred for a further 12 months by agreement.

19. DISPUTES AVOIDANCE PROCEDURE

If a problem, disagreement or dispute arises with respect to any matter concerning matters in this agreement, the aim of this clause is to support the resolution of the dispute or problem by those directly concerned, before there is outside involvement.

The following procedure represents a joint commitment by the parties to this agreement process. Ensuring, through a defined consultative process, that all matters of concern to the parties can be resolved so that the interests of all those affected, including clients, are protected from disruption. Registered Enterprise Agreement

19.1 Application:

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The following disputes avoidance procedure will apply in the event that a question, dispute or difficulty arises involving employees and the management of the Company.

19.2 Objective:

The objective of this procedure is to establish a means of facilitating the resolution of questions, disputes or difficulties without disruption to the operations of the Company. It is based on the intent of the parties to support the timely and orderly determination of issues which arise in the workplace from time to time.

19.3 **Process:**

19.3.1 Dispute Avoidance and Settlement Procedures

Where a dispute occurs, the following applies:-

- 19.3.1.1 Site procedures are followed (i.e. conferences with member, delegate, local official).
- 19.3.1.2 After 19.3.1.1 is complete, there is a 24 hour cooling off period where the status quo is retained.
- 19.3.1.3. During the 19.3.1.2 cooling off period conferences be held between State Manager of the Company and the State Secretary of the Union or his nominee.
- 19.3.1.4 After 19.3.1.3 there is a further minimum 24 hour cooling off period where the status quo is retained.
- 19.3.1.5. During 19.3.1.4, there are conferences between national Management of The Company and the State Secretary of the Union.
- 19.3.1.6. After 19.3.1.5, is complete there is a further minimum 24 hour cooling off period where the status quo is retained.
- 19.3.1.7. During 19.3.1.6, the matter is referred to The Commission and both parties will agree to The Commissions decision.

19.4 **VARIATIONS**

- Safety issues will be dealt with as determined by Occupational Health and Safety chairman/representative, or the State Occupational Health and Safety bodies in accordance with the correct procedures
- 19.4.2. Essential Services such as supply of blood, medical services and perishable items shall not be interrupted through industrial disputation

19.5 STATUS QUO

Special Note: The Union commits to communicate their support and agreement in regard to the adherence to disputes procedures contained in this agreement.

The Status Quo is defined as the practice in place prior to the dispute.

If the Status Quo position cannot be agreed then the procedure is to be fast tracked to The Commission with no commitment given.

Notwithstanding anything contained in this procedure, both parties reserve the right to notify The Commission at any stage of the process.

19.6. Suspension of Employee

At the discretion of the Company, an employee involved in misconduct (other than acts of dishonesty) may be stood aside on normal pay pending a full investigation.

19.7. Warning Letters

Letters of warning for misconduct (other than acts of dishonesty) will remain on an employee's file as follows:

First - 9 Months
Second - 12 Months
Third and Final - 24 Months

19.7.1. **Procedure**

The employee shall have the right to have a witness of their choice present during all the above steps.

Notwithstanding anything contained in this Agreement, the employee has the right to have a Union official and/or delegate present during any disciplinary action. The employee will be required to sign such letters of warning to confirm he/she understands their content.

20. TERMINATION OF EMPLOYMENT

20.1 Notice of termination by Company

In order to terminate the employment of an employee the Company shall give one week's notice. This does not relate to redundancy conditions which are as per the Award.

20.1.1 Payment in lieu of the notice prescribed in clauses 20.1 and if applicable 20.1.1 shall be made if the appropriate notice period is not given. Provided

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that employment may be terminated by part of the period of notice specified and providing part payment in lieu thereof.

20.1.2 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

20.1.3 **Summary Dismissal**

The Company has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this agreement are to be paid up to the time of dismissal only.

The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, (in which case the wages shall be paid up to the time of dismissal only), or in the case of casual employees, probationary employees, trainees or employees engaged for a specific period of time or for a specific task or tasks.

20.2 Notice of termination by employee

The notice of termination to be given by an employee shall be the same as that required of an employer.

If an employee fails to give notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

21 ABANDONMENT OF EMPLOYMENT

Except under extraordinary circumstances, an employee who is absent from work for three consecutive working days, or more, without the consent of Brimac, and who has not made contact with their supervisor or manager, shall be deemed to have abandoned their employment and shall be paid entitlements up to and including the last day worked.

22. RIGHT OF ENTRY

In recognition of the constructive role played by the Union in bringing out this Agreement, reasonable rights of access will be afforded to officials of the Union under the following conditions:

General Business

Entry into warehouse areas requires the approval of the Company's State Manager or his/her nominee. Registered
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Member Advocacy

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Union members will be afforded access and facilities to consult with Union representatives in working time for advice and advocacy at time (generally 2 days) which have been arranged in advance by agreement with the Company.

Non-Member Advocacy.

A non-member of the union may be offered similar access to a representative.

23. NO EXTRA CLAIMS

There will be no further general pay increases or new allowances during the life of the Agreement.



APPENDIX A

BRIMAC DISTRIBUTION GRADES/LEVELS

The establishment of each particular location, and the number of employees at each level will be subject to the demands of the business.

BRIMAC LEVEL 1

Three month probationary period and casual employees.

BRIMAC LEVEL 2

Employees having satisfactorily completed a three (3) month probationary period, and during the first twelve months of employment who are able to work without direct supervision in a nominated capacity. The employee will be able to demonstrate competency in processing order documentation and systems requirements, receiving and put away processes, and picking and packing procedures for a specific client or client grouping. The employee shall also be able to demonstrate competency in operating all mobile equipment appropriate to their duties and hold a current license to operate a fork lift. Minimal dangerous goods experience (if relevant)

The employee must work in a team environment and undertake duties in a safe and responsible manner. They must possess basic interpersonal and communication skills and exercise discretion within their level of skills and training.

In addition to above, may possess a duly recognised first-aid certificate

While subject to satisfactory performance at this level, progression to Grade 3 is not automatic.

BRIMAC LEVEL 3

Employees having satisfactorily achieved the competencies required under Level 2 and are able to work without direct supervision must also be competent to perform the following tasks/duties.

The employee will be able-to demonstrate competency in processing order documentation and systems requirements, receiving and put away processes and picking and packing procedures for all clients. The employee shall also be able to demonstrate proficiency in operating all mobile equipment appropriate to their duties.

The employee shall demonstrate proficiency in cross-training employees in at least two functional areas and shall be aware of the restrictions applying to the storage and handling of all products and classes of product in the facility.

The employee shall have undertaken formal training in Dangerous Goods storage and reement handling and/or First Aid and/or achieved "Agsafe" or equivalent accreditation.

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(Progression to Grade 4 is not automatic and appointment to the position is based on the recognition of the individual's abilities and skills.)

BRIMAC LEVEL 4

Employees, having satisfactorily achieved the competencies required under Level 3 but subject to vacancy.

The employee shall be able to demonstrate proficiency in the autonomous servicing of a client or group of client's requirements. The employee shall have been cross trained in all functional areas and, if relevant, be familiar with Dangerous Goods segregation requirements on the site and the handling of all products and classes of product in the facility.

Able to coordinate and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction

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APPENDIX B

GRADINGS AND SALARIES

There are four (4) levels.

Levels 3 and 4 represent a significant increase in skill that the person is required to have and the level of responsibility that the person is expected to assume.

It is the intention of the company that existing rates be set as level 2 and that further progression beyond that be based on productivity achieved against internal benchmarks over a period of review as agreed; and/or performance of duties identified as appropriate to that schedule; and/or attainment of appropriate industry certification or training.

The following are brief descriptions of the levels:

Level 1

Entry level for persons with forklift licence and with minimal dangerous goods experience, during a three months probationary period, and any casual employee and any permanent part time employee not having achieved the criteria for payment at level 2.

Level

\$ PW

\$ PA

1

Prevailing Award Rate

The above is based on a 38 hour week with overtime and conditions as per the Transport Industry NSW (State) Award.

Level 2

Employees having satisfactorily completed a three month probationary period and able to work without direct supervision in a nominated capacity.

The employee will be able to demonstrate competency in processing order documentation and systems requirements, receiving and putaway processes and picking and packing procedures for a specific client or client grouping.

The employee shall also be able to demonstrate competency in operating all mobile equipment appropriate to their duties and hold a current license to operate a forklift or other relevant equipment.

Normal pay rate is inclusive of all traditional allowances.

Level \$ PW \$ PA 2 600.32

31,216.64

BASED ON 52 WEEKS @ \$600.32

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This offer is based on an average 43.5 hours worked per week.

Overtime is applicable after 10 hours worked per day and/or 45 Hours worked per week.

The makeup of the 45 Hours can be by individual mutual agreement

Level 3 Employees having satisfactorily achieved the competencies required under Schedule 2 and able to work without direct supervision.

The employee will be able to demonstrate competency in processing order documentation and systems requirements, receiving and putaway processes and picking and packing procedures for all clients. The employee shall also be able to demonstrate proficiency in operating all mobile equipment appropriate to their duties.

The employee shall demonstrate competency in cross-training employees in at least two functional areas and shall be aware of the restrictions applying to the storage and handling of all products and classes of product in the facility.

The employee will have demonstrated a history of working at the internal benchmark productivity levels for a period of 8 weeks, at least 5 of which shall be consecutive.

The employee shall have undertaken formal training in Dangerous Goods storage and handling and / or First Aid and / or achieved "Agsafe" or other appropriate accreditation.

Normal pay rate is inclusive of all traditional allowances.

Level	\$ PW	\$ PA
3	618.32	32,152

BASED ON 52 WEEKS @ \$618.32

This offer is based on an average 43.5 hours worked per week.

Overtime is applicable after 10 hours worked per day and/or 45 Hours worked per week.

The make up of the 45 hours can be by individual mutual agreement.

Level 4 Employees having satisfactorily achieved the competencies required under Level 3.

The employee shall be able to demonstrate proficiency in the autonomous servicing of a client or group of client's requirements. The employee shall have been cross trained in all functional areas and, if relevant, be familiar with Dangerous Goods segregation requirements on the site and the handling of all products and classes of product in the facility.

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Normal pay rate is inclusive of all traditional allowances.

Level

\$ PW

\$ PA

4

649.00

33,748

BASED ON 52 WEEKS @ \$649.00

This offer is based on an average 43.5 hours worked per week.

Overtime is applicable after 10 hours worked per day and/or 45 Hours

worked per

week.

The make up of the 45 hours can be by individual mutual agreement.



Following negotiations between a representative of Brimac Distribution (NSW) Pty Ltd. and a representative of the Transport Workers Union of Australia, negotiations took place to cover members of the Company in an agreed Enterprise Agreement.

Accordingly, we the undersigned, as the representatives in the above matter, agree with the contents contained in the proposed Agreement and submit it through the State Chamber of Commerce (New South Wales) for approval.

A. Lund

(Human Resources Manager) for and on behalf of Brimac Distribution (NSW) Pty. Ltd.

Witness

Date 8.6.99

(State Secretary) for and on

behalf of Transport Workers Union of Australia NSW Branch

Witness

Date 3/5/99

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EBA SCHEDULE - NEW SOUTH WALES

Level	Per Hour	Week 38 Hrs	Week 43.5 Hrs	Per Annum	Leave Loading	Super 70%	Total
	÷		5.5 x 1.5)	32 Hoeks	(45.5 1113)	2	
Level 1	Award Rate		/				
Level 2	\$12.98	\$493.24	\$600.32	\$31,216.60	\$420.224	\$2,185.162	\$33,821.99
Level 3	\$13.369	\$508.022	\$618.32	\$32,152	\$432.824	\$2,250.64	\$34,835.46
Level 4	\$14.031	\$533.178	\$649.00	\$33,748	\$454.30	\$2,362.36	\$36,564.66

The offer is based on an annualised salary, e.g. based on 52 weeks at \$6.00.32, calculated at an average of 43.5 hours worked per Week.

8 hour shifts will be the norm, but can be asked to work 10 hours per day and/or 45 hours per week before overlime starts.

