

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/182

TITLE: K & S Integrated Distribution Pty Ltd Transport and Warehousing
Employees Agreement New South Wales (Sydney Operations) 2000-2003

I.R.C. NO: IRC01/5854

DATE APPROVED/COMMENCEMENT: 2 October 2001

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/50

GAZETTAL REFERENCE: 21 June 2002

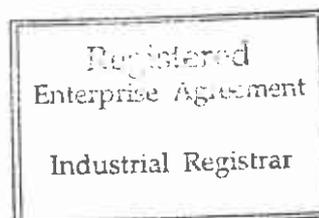
DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to those employees covered by the classifications as defined in the
Transport Industry State Award

PARTIES: K & S Integrated Distribution -&- Transport Workers' Union of Australia, New South
Wales Branch





K & S INTEGRATED DISTRIBUTION PTY LTD
TRANSPORT AND WAREHOUSING
EMPLOYEES AGREEMENT
NEW SOUTH WALES
(SYDNEY OPERATIONS) 2000 - 2003



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1. Title

This agreement shall be known as the K & S Integrated Distribution Pty Ltd Transport and Warehousing Employees Agreement New South Wales (Sydney Operations) 2000 – 2003.

2. Parties Bound

This agreement shall be binding upon K&S Integrated Distribution Pty Ltd (“the Company”) and the Transport Worker’s Union of Australia (“the Union”), its officers and members.

3. Duration

This agreement shall operate from the date of certification by the New South Wales Industrial Relations Commission (“the Commission”) and shall remain in force until 31st December 2003.

4. Scope and Application

This agreement shall replace the Working In Unity Partnership Agreement – New South Wales 1997 and the K&S Integrated Distribution (Sydney) Enterprise Agreement 1996.

The Transport Industry State Award 1998 (“the award”), as varied from time to time, shall also apply except as varied by this agreement. Where there is any inconsistency between the terms of the award and this agreement, the terms of the agreement shall take precedence.

This agreement shall not be interpreted to reduce the productivity, efficiency or flexibility of working arrangements or conditions prescribed within the award or agreed in previous agreements.

5. Commitment to customer service

The parties are committed to the ongoing improvement in customer service through productivity improvements and the adoption of best practice and continuous improvement principles, as well as efficient work practices. Work will be arranged by management to give effect to this commitment.

Both the Company and employees must be responsive to the needs of individual customers and be prepared to share shift, weekend and public holiday work as required.

Should the needs of customer necessitate a change in work methods which are not envisaged in the agreement, the parties agree to negotiate and implement arrangements appropriate to the work requirement.

6. Contract of employment

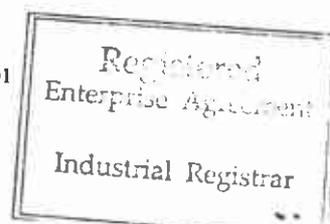
(a) Employee duties

Employees shall carry out any duties required by the employer provided the employee is trained, competent and licensed, as appropriate including alternate duties.

Employees shall train other employees as required, providing the employee providing the training is trained, competent and licensed, as appropriate.

(b) Probationary period – permanent employees

For permanent employees, a three-month probationary period shall apply from the commencement of employment. During the probationary period, rates of pay shall be in accordance with the award rate for the position. Notice requirements shall be in accordance with the award if termination of employment occurs within the probationary period.



If the employee is not terminated pursuant to this clause within the three month probationary period, at the expiry of that period the employee will be deemed to have completed the probationary period and be automatically classified as a permanent employee.

(c) Suspension - investigation

An employee allegedly involved in misconduct, such as fighting, drinking alcohol, stealing, dangerous practices, drug abuse, etc. may be suspended from work for up to five working days from the time of the incident, pending an investigation. The investigation shall commence either on the same working day as the suspension taking place, or on the next working day.

An employee will be paid annual leave or other entitlement whilst suspended. If as a result of the investigation, an employee is found not guilty of acts arising in the incident, such employee will be reinstated with full entitlements covering the period of suspension.

This provision shall also apply in other situations that warrant the suspension of an employee pending the outcome of an investigation, eg serious incidents or road accidents.

(d) Hours of Work

(i) Day Work - spread of hours and start times – ordinary hours

The spread of hours shall be from 5.00 am to 6.30 pm. Start times for normal activities should as far as is possible be consistent and the spread of hours are not intended to be utilised for split shift arrangements. Continuation of ongoing activities are however an allowable component to ensure continuation of service requirements to Customers.

Employees in transport operations will complete pre-trip checks, that is oil, water, tyres, wheel nuts and lights and time shall be paid from the starting time to the finishing time as entered on the daily work sheet, and shall be as directed and authorised by the employee's supervisor.

Employees in warehousing operations will complete pre check areas such as batteries, water, fuel, tyres as applicable and start time shall be as directed, unless otherwise authorised by the employee's supervisor.

For day work employees, normal start time may be varied within the spread of hours and up to 10.00am, provided the employee is notified the day before, prior to leaving work. Overtime will commence at the completion of 8.00 hours of ordinary time.

Shift allowances do not apply to ordinary hours worked within the day work spread of hours.

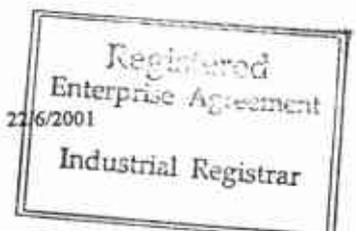
(ii) Shift work – flexibility

Where fluctuating volumes necessitate transfer of employees from night shift to day shift or back to night shift, such employees shall be given 48 hours notice of the change of shift. Such notification shall include weekends and public holidays.

Shift allowances will apply in accordance with the award.

(iii) Four hour casuals

It is agreed there is an operational need to employ four-hour casuals and employment of casuals for a minimum of four hours is expressly agreed. It is KSID's intention to maintain as high a rate of permanent employees as possible and overtime preference will always be given to permanent employees.



(e) Rostered Days Off

Days off will be rostered by the Company to suit the needs of the business. Rostered days off may be changed by agreement or in the absence of agreement by notice provided by the Company on the previous day.

Untaken Rostered Days Off shall be paid out with annual leave or by any other suitable agreed arrangement.

(f) Licences

Employees are required to maintain current, valid licences for the equipment they are required to operate and for the duties they are required to undertake. As the holding of a valid licence is a condition of employment, employees who lose their licences for short periods up to 12 weeks for points violations will be able to take unpaid leave of absence – accumulated rostered days off and outstanding annual leave may be taken during this period. In other cases, employees will have their services terminated, unless there are mitigating circumstances.

(g) Presentation

The Company, employees and management recognise the importance of presenting a professional image with clean, well maintained equipment and well trained and presented, courteous and service oriented employees.

Company vehicles are designated as work sites and should be kept clean both internally and externally at all times and subject to OH & E policies as required.

It is agreed that drivers will assist in the promotion of the Company's image by observing the Company's dress code at all times.

(h) Dress Code

Drivers and Warehouse personnel will promote their professional image by wearing Company uniforms and ensuring personal presentation is always clean, neat and tidy.

(j) Training

Employees undertaking training at the Company's request shall be paid at their ordinary hourly rate of pay.

Where the Company agrees to provide training for portable skills such as obtaining or maintaining licences, or for personal development at its cost, such training will be in the employee's own time.

A registered training organisation or accredited workplace trainer shall undertake all training.

(k) Rest Period after Overtime

Ten-hour rest breaks are to be taken in accordance with the award.

(l) Meal and other breaks

All breaks will be taken at times that least disrupt the work in hand. Employees working away from their normal work site will not return to the depot for breaks unless required to do so by their supervisor.

Registered
Enterprise Agreement
Industrial Registrar

(m) Meal Allowances

Employees required to work for more than two hours after normal finishing time shall be paid a meal allowance as per the award. The separate payment for crib breaks under clause 8.2 of the Award will have no application to the employees of the Company

(n) Payment of wages

Wages will be paid directly in to the employee's nominated bank (or other financial institution) account.

(o) Annual leave

Annual leave shall be taken at times that suit the needs of the business. Annual leave may be taken in more than one continuous period by mutual agreement or at the direction of the Company, in accordance with award notice periods. Employees must give at least one months notice of their intention to take leave and the minimum period of leave shall be one week.

Annual leave rosters will be published by the Company.

(p) Non-Smoking site

It is agreed that all sites shall be non-smoking, except in designated areas, if approved and provided.

(q) Sick Leave

Sick leave entitlements will be in accordance with the award.

7. Rates of pay

The rates of pay are contained in the schedule to this agreement and are confidential to the parties. There will be no further general adjustment to pay increases occurring during the life of the agreement, other than those stipulated in the wage rate schedule. National Wage Case increases will not apply to the agreement rates, unless the Full Bench decides differently.

The rates of pay contained in the schedule apply to all work required to be carried out by employees of the Company.

Employees required to carry out work in a higher grade shall be paid in accordance with the award. This arrangement shall not apply to employees training in the higher graded work.

Training will be provided for activities that require higher skill levels or where there is a change in process and or equipment.

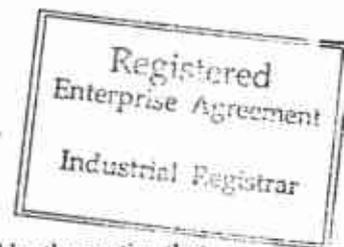
8. Trip Rates

This matter is reserved by the parties to be negotiated during the life of the agreement.

9. Technology

It is accepted that technological change will continue to take place and it is recognised by the parties that introduced technology will play a vital role in improving the Company's competitive position and assisting future security for employees. Such technologies may include Warehouse Management System, computerised vehicle scheduling, electronic data interchange, in-cab terminals, bar-coding and vehicle positioning systems.

New technology and associated work practices will be introduced through consultation and training as appropriate.



It is agreed that the rates of pay for any addition to work value is covered by the rates of pay in this agreement.

Any issues relating to new technology can be raised through the consultation committee.

10. Job security

The company will advise employees if circumstances necessitate a reduction in the size of the workforce. Every effort will be made to retain the services of full-time employees. If the company is unable to retain the services of full-time employees award conditions will be applied in the case of redundancy or dismissal.

11. Client protection

Subject to the rights of the parties under the Industrial Relations Act 1996 as amended, the parties are committed to meeting the needs of the Company's clients and protecting the interests of their customers. To meet this commitment, it is agreed that in the event of industrial disputation, whether the Company or its employees are direct parties to the issue or not, the Company and its employees will continue operations to meet contractual obligations to the clients, subject to any bona fide occupational health and safety considerations.

Any matters concerning the Company and its employees or the Union will be progressed in accordance with the Settlement of Disputes Procedure.

13. Key performance indicators

The Company and its employees will continue to develop Key Performance Indicators through the consultative mechanisms to monitor business and employee performance.

14. Health, safety and environment

The parties will support and encourage all initiatives designed to improve performance in the management of occupational health and safety as well as the environment.

15. Duty of Care

The parties are required to comply with the respective requirements of their legal Duty of Care. In so far as it relates to Occupational Health and Safety Legislation, the obligations on both employers and employees are as follows:

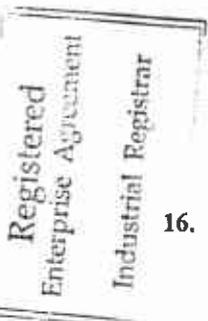
- (a) The Company must ensure, as far as is practicable the provision of a workplace that is safe and without risk to health.
- (b) Employees must ensure that they do not act or fail to act in a manner, which may place in jeopardy the health and safety of themselves or their colleagues. Employees are also required to cooperate with their employer regarding action to be undertaken to meet their duty of care.

16. No further claims

The Union undertakes there will be no further claims, during the life of the agreement.

17. Next agreement negotiations

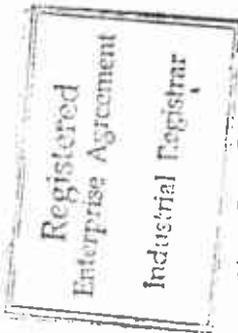
Negotiations to replace this agreement shall commence no earlier than two months prior to its nominated expiry date, and pending agreement being reached on a new agreement, this agreement shall remain in force.



18. Settlement of Disputes Procedure

The parties acknowledge their intent to address promptly and equitably any matter likely to lead to dispute in order to attain a resolution at the site without the involvement of other parties so far as is reasonably and practicably possible. In order for this to occur the following procedure will apply:

- a) Subject to the rights of the parties, any dispute, claim or matter, concerning the employment of any employee of the Company, whether it arises out of the operation of this agreement or not, shall be settled in the undermentioned manner:
 - (i) The matter shall first be discussed between the employee and his/her supervisor;
 - (ii) If not settled, the matter shall then be taken up by an accredited site Union delegate with the manager concerned, or by the manager with the delegate;
 - (iii) At this stage, every effort will be made to resolve the matter – the consultative committee, senior management and the accredited union organiser may be called upon to assist;
 - (iv) If the matter is still not resolved it shall be referred to the New South Wales Branch Secretary of the Transport Workers' Union and the Divisional Manager;
 - (v) If the matter is still not resolved, it shall be referred to the New South Wales Industrial Relations Commission, whose decision, subject to the rights of the parties, will be accepted by the parties.
- b) The parties agree that a mandatory cooling off period of 48 hours shall apply at each stage of the procedure whilst the parties are attempting to resolve the matter.
- c) Until the matter is resolved by the parties or determined by the Commission, except in the case of a genuine safety issue, work shall continue normally in accordance with normal custom or at the direction of the Company.
- d) No party will be prejudiced as to the final outcome of the matter by the continuance of work in accordance with this clause.
- e) The foregoing does not inhibit early notification to the Commission of any matter in accordance with the Industrial Relations Act 1996 should this be considered desirable by either party.
- f) Until the matter is resolved by the parties or determined by the Commission, except in the case of a genuine safety issue, work shall continue normally in accordance with normal custom or at the direction of the Company.
- g) No party will be prejudiced as to the final outcome of the matter by the continuance of work in accordance with this clause
- h) Any party may refer the matter to the Commission at any stage.



19. Site Consultative Committee

The site Consultative Committee shall have an ongoing role in improving communication, productivity and service to clients, in addition to matters relating to this agreement. The Consultative Committee will be a representation of both employees and management and will meet on a monthly basis.

20. Anti-Discrimination

- 20.1 It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* 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.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- 20.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in 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 or operation, has a direct or indirect discriminatory effect.

- 20.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 20.4 Nothing in this clause is to be taken to affect:
- 2.4.1 any conduct or act which is specifically exempted from anti-discrimination;
 - 2.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 2.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 2.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."



Signed for and on behalf of K & S Integrated Distribution Pty Ltd

in the presence of:

[Signature]
Witness
R.W. Woods
Name
(Please print)

[Signature]
Representative
R.M. Cole
Name
(Please print)

Date 29/6/01

Signed for and on behalf of the Transport Worker's Union of Australia - New South Wales Branch

in the presence of:

[Signature]
Witness
WAYNE FORNO
Name
(Please print)

[Signature]
Representative
A. Sheldon
Name
(Please print)

Date 7-8-01



Signed for and on behalf of the KSID Employees Consultative Committee

in the presence of:

[Signature]
Witness
H. Seberis
Name
(Please print)

[Signature]
Representative
C. HANSEN
Name
(Please print)

Date 29-06-2001

CONFIDENTIAL

K & S INTEGRATED DISTRIBUTION PTY LTD
TRANSPORT AND WAREHOUSING EMPLOYEES AGREEMENT

NEW SOUTH WALES
(SYDNEY OPERATIONS) 2000 - 2003

SCHEDULE OF RATES

Grade	Upon Certification	1 st January 2002	1 st January 2003
1	\$528.35	\$544.20	\$560.55
2	\$546.85	\$563.25	\$580.15
3	\$559.60	\$576.40	\$593.70
4	\$570.75	\$587.85	\$605.50
5	\$599.45	\$617.45	\$635.95
6	\$606.65	\$624.85	\$643.60
7	\$628.55	\$647.40	\$666.80
8	\$673.20	\$693.40	\$714.20

DEFINITION OF GRADES

Grade 1 Yard hand

Grade 2 Driver 2 axle rigid GVM or forklift to 4.5 tonne

Grade 3 Driver 2 axle rigid GVM over 4.5 tonne, forklift to 9 tonne, storing and packing of goods (Basic WMS)

Grade 4 Driver 3 axle rigid, forklift to 15 tonne or warehouse team leader and warehouse materials handling equipment

Grade 5 Driver 4 axle rigid, articulated 3 axle, rigid and trailer 3 axle total, forklift to 30 tonne

Grade 6 Driver 4 axle articulated, 4 axle rigid and trailer, forklift to 60 tonne

Grade 7 Driver 5 – 6 axle articulated, 5 – 7 axle rigid and trailer, forklift over 60 tonne or advanced warehousing skills incl. extended use of VDU and computer operated warehousing equipment

Grade 8 B Double driver or warehouse supervision, training, implementation of warehousing processes and procedures

INCOME PROTECTION INSURANCE

Grade	Upon Certification	1 st January 2002	1 st January 2003
1	\$2.55	\$2.65	\$2.70
2	\$2.65	\$2.75	\$2.80
3	\$2.70	\$2.80	\$2.90
4	\$2.80	\$2.85	\$2.95
5	\$2.90	\$3.00	\$3.10
6	\$2.95	\$3.05	\$3.10
7	\$3.05	\$3.15	\$3.25
8	\$3.30	\$3.35	\$3.45