REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/204

TITLE: Total Logistics Company Pty Limited Enterprise Agreement 1998

I.R.C. NO: 98/3741

DATE APPROVED/COMMENCEMENT: Approved 30 July 1998 and commenced first full apy period on or after 30 July 1998.

TERM: 12

12 months

NEW AGREEMENT OR

VARIATION:

New

23

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Total Logistics Company engaged in warehousing and distribution operations employed in the classifications of Trainee Storepersons, Storepersons and Leading Hands.

PARTIES: Total Logistics Company Pty Limited -&- Bruce Annesley, Raffi Artyun, Lisa Berwick, Steve Blackburn, Trevor Brisenden, Adrian Chen, Tracey Cramond, Scott Dawson, Grace Diamat, Andrew Francis, Mary Mason, Elaine McKeand, Bill McNeilly, Juilo Munoz, Frank Parsons, Jeremy Radke



THE TOTAL LOGISTICS COMPANY PTY. LIMITED

ENTERPRISE AGREEMENT 1998

Registered
Enterprise Agreement
Industrial Registrar

New South Wales Industrial Relations Act 1996

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1. Title

This Agreement shall be known as the Total Logistics Company Pty. Limited Enterprise Agreement 1998

2. Incidence

This Agreement was not entered into under duress by any party to it.

This Agreement outlines the conditions of employment for people employed by Total Logistics Company in the company's operations in classifications set out at clause 10 of this Agreement in respect of the operations involving warehousing and distribution.

3. Parties

The Total Logistics Company Pty Limited and people employed in the classifications outlined in Clause 10 of this Agreement

4. Date of Operation

This Agreement shall come into operation from the beginning of the first pay period commencing on or after the date of registration and remains in force for a period of twelve months, or any subsequent date at which variation may occur by agreement between the parties.

Not withstanding anything else obtained in this Agreement, it shall remain in force until such time as it is superseded or rescinded.

5. Shared Values

The parties to this agreement recognise the need to continue to build workplace arrangements that contribute to the ongoing viability of TLC in a highly competitive market. Flexibility in the deployment of labour is extremely important to ensure the long term future of TLC and it's employees.

The objectives of this agreement are to:

a) maximise the efficiency and prosperity of TLC for the benefit of employees, customers, shareholders and the community

- b) provide a high quality distribution service to fully meet customer requirements
- c) continue to develop and maintain the most productive, safe, cooperative and harmonious working relationships possible by promoting trust and continually striving to improve communications at all levels
- d) develop a "learning environment" where all employees are willing and encouraged to develop to their maximum potential, and to continually update their skills and knowledge to meet their personal objectives and the objectives of TLC

6. Equal Employment Opportunity

TLC is an equal opportunity employer. All people have a right to fair and equal treatment in all aspects of their employment. It is unlawful to treat people differently or to harass them on the basis of their:

- sex (including pregnancy)
- race, colour, ethnic or ethno-religious background, or national identity
- marital status
- physical or intellectual disability
- homosexuality (male or female, actual or presumed)
- age in relation to compulsory retirement

Equality of opportunity particularly applies to:

- · recruitment and promotion
- terms and conditions of employment
- allocation of tasks
- dismissal or redundancy
- retirement
- enterprise agreements

Employees who feel that they have suffered discrimination or harassment on one of the above grounds should report the matter to their supervisor. The matter will be dealt with in accordance with the Grievance and Discipline procedures.

7. Quality

TLC is seeking certification to Quality Standard ISO 9002. Such certification is essential to ensure access to the market place.

The parties are committed to the achievement of ISO 9002. This will require setting in place operational procedures at all stages of processing. Employees will assist in the creation of written job descriptions and/or procedures for operation in which they are involved.



Employees will accept training in quality assurance and accept responsibility for the quality of their own work.

Employees will participate in the quality management process. Typical employee actions will include, but not be limited to, the following:

- inspection of incoming and outgoing goods to ensure that no damaged goods are despatched to customers;
- □ stock rotation;
- □ clear identification of goods in the warehouse;
- assistance in the assessment of the accuracy of work;
- assistance in the preparation of non-conformance reports relating to faulty products.
- recommendation concerning simplifications and improvements to Registered processes

 Enterprise Agreement

8. Flexibility

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8.1 Working Hours

The ordinary working hours shall average 38 hours per week Monday to Friday.

8.1.1 Span of Hours

The span of working hours shall be 6am to 6pm

8.1.2 Flexible time

- a) The parties to this Agreement accept that the minimum hours of work for a permanent employee per day shall be 7.6 hours per day, to be worked on any day or all of the days of the week, Monday to Friday inclusive to provide for a 38 ordinary hour week.
- b) By mutual agreement and the provision of two weeks notice by the employer, the 38 ordinary hours per week may be worked over any four (4) weekdays (Monday to Friday inclusive) by the working of 9.5 hours per day at ordinary rates of pay.
- c) Notwithstanding sub-clause a), by mutual agreement an employee may work less than 7.6 hours per day as long as the total weekly ordinary hours worked Monday to Friday inclusive total 38.
- d) Bereavement leave, sick leave and jury service shall be counted as ordinary time worked for the purpose of calculating overtime.

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8.1.3 Time Off in Lieu of Overtime

Time off may be taken in lieu of overtime on an hour for hour basis. Time off shall be taken with mutual agreement between management and the employee and be coordinated with work requirements at all times.

8.1.4 Meal Times

An unpaid meal break of a minimum 30 minutes and a maximum of one hour shall be taken each shift. No employee will be required to work for more than five hours without a meal break Registered

All employees are allowed fifteen minutes each morning as a rest period for morning tea. This is counted as time worked.

8.2 Multiskilling

The parties to this Agreement accept the introduction of multi-skilling in the areas of packing, receipt, dispatch, picking of product, stock control, warehouse administration and other tasks as required.

Specifically, Warehouse employees will be trained in the areas of packing, receipt, dispatch, picking, stock control and warehouse administration.

8.2.1 Training

Appropriate training will be provided by the company to ensure that staff are able to perform their tasks to the required standard.

8.2.2 Travel

If an employee is requested to work at a place other than their normal place of work, they shall be paid ordinary time rates for the travel time in excess of their normal journey to work (or overtime if overtime is worked). Where the distance to the alternative location is greater than that route normally taken to work, the company will pay a mileage allowance of 44cents per kilometer for the kilometers traveled in excess of the normal journey. All fares shall be paid by the company.

8.2.3 Relocation

Employees shall comply with all reasonable requests to transfer to another location provided that the change does not involve greater than an additional half an hour travel time to work from the employees usual home address.

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9. Contract of Employment

All employment shall be by the week (except in the case of casuals)

All employees are on probation for the first twelve weeks of their employment. During the first week, employment may be terminated by either party giving one day's notice.

9.1 Termination of Employment

Employment may be terminated by either party giving one week's notice in writing.

The company will follow the Disciplinary Procedure prior to terminating employment due to unsatisfactory performance or behaviour.

9.2 Casuals

Casual employees are employed by the hour and paid as such for a minimum of four hours on any one day. A casual is paid the hourly rate for the position plus a 15% casual loading. In addition, an amount of on twelfth of ordinary time earnings is paid in lieu of annual leave.

10. Classification Structure

Trainee Storeperson

A Trainee Storeperson is an employee in their first year as a Storeperson. An employee cannot be employed as a Trainee for longer than twelve months.

A review of the Trainee's performance and development may be held at any time during a Trainee's employment which may result in the Trainee being reclassified as a Storeperson.

A Trainee Storeperson is expected to train in and perform any of the warehouse functions.

Training/Duties:

- Receiving, picking, and despatching stock into and from the warehouse
- Liaison with suppliers and customers;
- Good Manufacturing Practice and Quality

- Stock counting and control
- □ Responsible for warehouse housekeeping
- Use of non licensed and licensed material handling equipment
- Basic VDU operation associated with the above roles
- □ Administration tasks associated with the above roles

A Trainee Storeperson reports to a Leading Hand

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Storeperson

A Storeperson is expected to perform any of the warehouse functions.

Skills/Duties:

- Receiving, picking, and despatching stock into and from the warehouse
- Liaison with suppliers and customers;
- Good Manufacturing Practice and Quality
- Stock counting and control
- Responsible for warehouse housekeeping
- Use of non licensed and licensed material handling equipment
- Basic VDU operation associated with the above roles
- Administration tasks associated with the above roles

A Storeperson reports to a Leading Hand

Leading Hand

A Leading Hand will have in-depth knowledge of processes and management of any one of the base functions of the warehouse and takes on accountability for the performance of that function and is responsible for the performance of their team:

- Dispatch
- Inwards
- Stock control

- Quality control systems operation
- Client liaison

The Leading Hand reports to and is accountable to a Supervisor.

11. Company Success Factors

The ability of TLC to retain existing business and gain new clients will depend upon our ability to perform in and improve upon the following:

- Order timeliness
- □ Pick accuracy
- □ Stock accuracy
- □ Warehouse damages
- □ Labour productivity
- □ GMP compliance
- □ Safety and accident rates
- □ Absenteeism
- □ Facilities and equipment damage
- Customer satisfaction ratings



12. Presentation

TLC is a customer driven organisation. Customers and suppliers frequently visit our premises. How we look reflects what we do - if we look untidy people will assume that we will also be sloppy and careless in our work. You never get a second chance to make a first impression. For these reasons it is important that our standards of personal presentation and the standard of housekeeping in our workplace be high at all times.

- 1. Uniforms are supplied. They must be kept clean and worn.
- 2. Long hair must be tied back. This is also a safety issue.
- 3. Beards and mustaches are to be kept neat and trimmed.
- 4. Rings or studs in visible body piercing other than earrings are not to be worn.

Employees who report for work in an unpresentable manner may be sent home without pay.

13. Redundancy

The Company will seek to avoid redundancies. However, in the event of redundancy, the company will communicate with employees at the earliest opportunity. The Company will act in accordance with the provisions of the Employment Protection Act. The following scale will apply in thye event of retrenchment.

Years of Service	Under 45 Years of Age Entitlement	45 Years and Over Entitlement
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over weeks	16 weeks	20 weeks

14. Grievance Procedure

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Where an employee has a problem, or a grievance, the matter should be resolved in the following manner:

- **Step 1** The employee who has the problem should discuss the matter with the appropriate supervisor
- Step 2 If the employee does not receive an answer after a reasonable period, or is not satisfied with the answer received, the employee is to raise the matter with the Warehouse Manager. The employee may choose to be accompanied by a Consultative Committee member at this stage.
- Step 3 If the employee does not receive an answer after a reasonable period, or is not satisfied with the answer received, the employee is to raise the matter with the Operations Manager. The employee may choose to be accompanied by a Consultative Committee member at this stage.
- Step 4 If the matter cannot be resolved by the parties within 5 days, it may be referred to the Industrial Relations Commission of NSW.

15. Discipline

Policy

Disciplinary action in the event of poor performance, breaches of policy, or other undesirable actions, is to be fair and uniform.

The circumstances of any breach of performance or behaviour will be investigated fully by the immediate supervisor/manager. The employee will always be given the opportunity to state their case.

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Disciplinary action may be taken for unsatisfactory behaviour or job performance. Repetition of minor incidents will be dealt with as follows:

Responsibilities

The employee's supervisor/manager is responsible for following the disciplinary procedure.

The National Operations Manager authorises termination of employment.

Procedure

Stage 1 - Verbal Warning

A verbal warning will be given by the immediate supervisor/manager and recorded on the employee's file. The employee will be given the opportunity to explain their position. The employee is to witness and sign the warning.

The warning will clearly state:

- □ the nature and circumstances of the breach or offence
- □ the improvements to be made, or behaviour which must change
- an agreed specific time in which to improve
- what further action will be taken if the desired improvement does not occur

In the case of more serious misconduct Stage 1 may be omitted and a written warning issued as in Stage 2.

Stage 2 - Written Warning

If the conduct or performance does not improve within the stated time, or in the event of a repeated or more serious offence, the employee's supervisor/manager will interview the employee and, if necessary issue a written warning. The employee may have a member of the Consultative Committee present.

The warning will clearly state:

- the nature and circumstances of the breach or offence
- □ the improvements to be made, or behaviour which must change
- an agreed specific time in which to improve
- what further action will be taken if the desired improvement does not occur. The warning may indicate that it is a final warning, which could result in dismissal if the breach is repeated or the desired improvement is not made.

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Stage 3 - Final Disciplinary Interview

If there is no improvement, or a further offence is committed, the supervisor/manager will conduct an investigation and a disciplinary interview with another manager present. The employee will have the opportunity to explain their position and have a member of the Consultative Committee present if desired.

Stage 4 - Termination of Employment

If the supervisor/manager considers that termination of employment is warranted, a recommendation for this action is made to the Operations Manager. The National Operations Manager authorises termination.

15.1.1 Termination Of Employment Without Notice (Summary Dismissal)

In event of serious misconduct an employee may be suspended on full pay while the matter is investigated. If the case is exceptionally serious, dismissal will be immediate. Whilst not an exhaustive list, the following are examples of misconduct normally resulting in termination without notice:

- □ Falsification of TLC records
- Acts of violence or threatening behaviour towards other employees or members of the public

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- Acts of dishonesty such as theft, serious misuse of TLC assets Interprise Agreement
- Giving or accepting a bribe
- Unauthorised disclosure of TLC confidential information
- Acts of indecency
- The inability to carry out normal duties as a result of the use of intoxicants
- □ Gross insubordination
- □ Willful damage to TLC property
- □ Harassment
- Deliberate serious breach of safety procedure
- □ Deliberate serious breach of GMP

Responsibility

The employee's supervisor/manager can suspend the employee on full pay.

The National Operations Manager authorises termination of employment.

Procedure

The employee's supervisor/manager conducts an investigation and a disciplinary interview. Another manager is to be present at the disciplinary interview. The employee must have the opportunity to explain their position and may have a member of the Consultative Committee present if desired.

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☐ If the supervisor/manager considers that termination of employment is warranted, a recommendation for this action is made to the Operations Manager

15.1.2 Job Abandonment

If an employee is absent from work for a period of three consecutive working days without the consent of the company and without notifying the company, that person will be deemed to have abandoned employment.

Unless the person is able to satisfy the company that there is a reasonable cause for the absence the contract will be terminated from the date of last attending work, or the last day's absence for which consent was given – whichever is the latter.

16. Annual Leave

Annual leave accrues at 20 days per year. TLC and the Consultative Committee sees annual leave as being important to the health and well being of the individual and their families and therefore encourages all employees to take their annual leave each year.

The maximum accrual of annual leave allowed is 30 days. See Annual Holidays Act 1944.

Annual leave is approved by a supervisor.

17. Annual Leave Loading

An Annual Leave Loading equal to 17.5% of the weekly rate for the period of the annual leave will be paid to employees before they start their holidays.

18. Sick Leave

A permanent employee who is absent from work due to personal illness or injury is entitled to 38 hours sick leave during their first year of employment. During the second and subsequent years the entitlement is 76 hours per annum subject to the following:

- 1. The employee shall inform the company of their inability to attend for duty as soon as is reasonably practical and preferably prior to the commencement of the first shift on which absence will occur. The employee shall advise the nature of the illness or injury and the estimated duration of the absence.
- 2. The number of hours the employee was rostered for (excluding overtime) will be subtracted from the employee's leave entitlement in the event of a whole day absence.

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- 3. The employee shall prove to the satisfaction of the company that it was not possible to attend work due to illness or injury on the day(s) for which sick leave is claimed. A certificate from a qualified medical practitioner is required for absences of longer than one day.
- 4. Single day absences. The company may request an employee to provide a certificate from a qualified medical practitioner for the second and subsequent single day absences in during a year.
- 5. Unused sick leave for each year of service accumulates and is available to the employee for a period of twelve years.
- 6. Sick leave is not available to an employee during the first three months of employment
- 7. Employees should not attend work when they are sick, due to the potential personal and public health implications. However, abuse of sick leave has a serious impact on the ability of the business to provide a reliable distribution service to our customers. It also places additional pressure on fellow employees. The Leave Committee reserves the right to implement measures to prevent the abuse of sick leave.
- 8. Sick leave will be approved by a committee made up of two staffRegistered representatives and a management/supervisory representative nterprise Agreement

19. Carers Leave

Note that this is not an additional leave entitlement, but a way of allowing greater flexibility in the use of entitlements to assist employees in balancing their work and family commitments. Employees may use one of the following methods to provide care for an immediate family member who is ill. The employee must have responsibility for the care of the family member who must be a spouse, child or a relative who is a member of the employee's household:

- Use of Sick Leave. A permanent employee may use their sick leave entitlements to care for an immediate family member who is ill.
- Use of Annual Leave. An employee may use up to 38 hours of their annual leave entitlements each year to care for an immediate family member.
- Time off in Lieu if Overtime. An employee may, with the consent management, elect to take time off in lieu of overtime worked to care for an immediate family member.
- Make up Time. An employee may, with the consent of management, elect to take off ordinary hours to care for an immediate family member and work them at a later time during the spread of hours in this agreement, at the ordinary rate of pay.
- Leave Without Pay. The employee may elect to take unpaid leave to care for an immediate family member with the consent of management when only when other leave entitlements have been exhausted.

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Wherever practical the employee should notify the employer prior to the intention to take the leave. If this is not possible then as soon as possible on the first day of the absence.

20. Bereavement Leave

An employee shall be entitled to a maximum of 15.2 hours without loss of pay on each occasion and upon production of satisfactory evidence of the death in Australia of the employee's spouse (including a person living with the employee as a de facto spouse, but not a spouse from whom the employee is separated), parent, brother, sister, child, stepchild or parents-in-law.

The employee shall be entitled to a maximum of 15.2 hours without loss of pay on each occasion of and upon production of satisfactory evidence of the death outside Australia of an employee's spouse or parent where the employee travels outside Australia to attend the funeral.

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21. Public Holidays

- a. Employees engaged on a weekly basis are entitled to the following public holidays without loss of pay: New years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labor Day, Christmas Day and Boxing Day or any other day observed as a public holiday in New South Wales in lieu of these days
- b. One additional paid holiday will be observed each year on a date agreed between the company and the employees.
- c. Where an employee is absent from work on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the company, the employee shall not be entitled to payment for the holiday.
- d. An employee may by arrangement with the company take another working day off in lieu of a public holiday
- e. All time worked on Christmas Day and Good Friday is paid at the rate of three times the ordinary rate. All time worked on other public holidays is at the rate of two and a half times the ordinary rate (unless another day has been substituted for the holiday.
- f A public holiday shall count for 7.6 hours in the rostered week
- g. The minimum payment for work on a public holiday is four hours

22. Long Service Leave

Permanent employees can take long service leave after 10 years service. After 10 years the entitlement is two months paid leave. Long service at the rate of one month for each five years additional service.

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23. Parental Leave

Permanent staff with at least 12 months service are entitled to up to 52 weeks parental leave on the birth or adoption of a child which is unpaid.

Notice

A doctor's certificate indicating the expected day of confinement must be provided at least 10 weeks before that date or, in the case of adoption, as soon as written approval is given by the adoption agency.

Variation

To lengthen or shorten a period of parental leave, 14 days notice must be given in writing.

Effect on employment

Unpaid parental leave has the effect of suspending but not terminating employment. Therefore annual, sick and long service leave do not continue to accrue and the unpaid period does not count towards length of service.

Return to work

The employee must notify TLC at least four weeks before the end of the period of parental leave of the intended date of their return to work.

The employee is entitled to return to the same position that they held before taking leave. If that position no longer exists, they are entitled to a position as close as possible in status and pay.

Adoption

In the case of adoption, the employee can take two periods of leave not exceeding 52 weeks:

- three weeks at the time the child is placed in their care. This is called 'short adoption leave'
- up to 49 weeks from the time they start taking care of the child. This is called 'long adoption leave'

Both partners

Except for a period of one week at the time of the birth, the parents must take parental leave at different times. The total combined leave is not to exceed 52 weeks.

24. Leave Without Pay

Leave without pay will only be granted by mutual arrangement when other forms of leave have been exhausted.

25. Remuneration

The parties to this Agreement recognise that TLC is a third party distribution company operating on a cost plus basis. Increases in the base rates shown below have to be agreed with our clients during contract renegotiations. Our success in this process will be dependent on our ability to demonstrate cost of living increases, productivity gains and improved levels of customer service.

Classification	Per week	Casual
Trainee Storeperson	\$425	13.93
Storeperson	\$500	16.39
Leading Hand	\$576	

NB The casual rate includes 1/12 ordinary earnings in lieu of annual leave

Supplementary payments and/or bonuses may be made to staff based upon performance

25.1 Junior Employees

The minimum rates of pay for juniors shall be the following percentages of the above rates:

	Percentage	
At 17 years and under	55	
At 18 years	67.5	
At 19 years	80	
At 20 years	92.5	

One junior may be employed to every three or fraction of three Storepersons. However the company will not discriminate on the grounds of age in its recruitment policy.

26. Superannuation

The company will pay superannuation contributions to all staff in accordance with the Superannuation Guarantee Levy into the Superannuation Trust of Australia (STA).

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27. Payment of Wages

Wages are paid weekly into the employee's nominated bank account each Thursday for work performed during the previous Monday to Sunday.

28. Overtime

Hours worked in excess of 38 per week shall be overtime and paid at the rate of time and a half for the first two hours and double time thereafter.

For example, an employee who works an extra hour each day will have worked 43 hours in a week. This will be paid at time and a half for two hours and double time for three hours. Under the Award it would have all been at time and a half.

28.1 Call Back

An employee recalled to work overtime after leaving the premises (whether notified before or after leaving the premises) shall be paid a minimum of four hours work at the appropriate rate, unless:

☐ The person ceased work without authority

The work was done immediately prior to the employees normal shift starting time

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28.2 Minimum Break

An employee must have a ten hour break between the work on consecutive days. If so much overtime is worked that a ten hour break is not possible, then all work performed until a ten hour break is possible shall be at the rate of double time.

28.3 Requirement To Work Reasonable Overtime

Because of the need to provide an on-time service, cooperation with the flexible working of overtime is essential, therefore:

- a. People may be required to work reasonable overtime at overtime rates
- b. Employees may be required to work on weekends and holidays
- c. The assignment of overtime will be based on specific work requirements

28.4 Crib Time

An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after crib time.

28.5 Meal Allowance

An employee who works overtime on any day after the fixed finish time shall be paid a meal allowance of \$6.80 unless notified on the previous day of the intention to work overtime.

29. Saturdays and Sundays

Hours worked on a Saturday shall be paid at time and a half for the first two hours and double time thereafter. All hours worked after 12 noon on Saturday shall be paid at double time.

All time worked on a Sunday shall be paid at two and a half times the ordinary rate.

30. Jury Service

Permanent employees required to attend for jury service during ordinary working hours shall be reimbursed the difference between their normal pay for ordinary hours and the amount received for attendance for jury service.

Staff must notify their manager as soon as possible of the date that they are required to attend.

Documentation of attendance, duration and amounts received are to be submitted

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31. Occupational Health and Safety

The NSW Occupational Health and Safety Act shall apply

32. First Aid

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications shall be paid a weekly allowance of \$7.50 if nominated and available to provide first aid.

33. Workers Compensation

The NSW Worker's Compensation Act 1987 shall apply.

SIGNED FOR AND ON BEHALF OF THE TOTAL LOGISTICS COMPANY	
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IN THE PRESENCE OF	
SIGNED FOR AND ON BEHALF OF THE CONSULTATIVE COMMITTEE	E Registered Enterprise Agreement
ANDREW FRANCIS Phane	Industrial Registrar
(4)	
IN THE PRESENCE OF	
BILL MCNEILLY Sully	1
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IN THE PRESENCE OF	
BRUCE ANNESLEY Mary	
IN THE PRESENCE OF	20
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JEREMY RADKE Lawry Kooke	
IN THE PRESENCE OF.	
LISA BERWICK L. New L	
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IN THE PRESENCE OF ELAINE MCKEAND &MMCKean IN THE PRESENCE OF FRANK PARSONS IN THE PRESENCE OF. GRACE DIAMAT Anne P. Micarat MARYMASON M. Masow

SIGNED FOR AND ON BEHALF OF THE EMPLOYEE'S

IN THE PRESENCE OF