

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO : EA98/56

TITLE: TDG Enterprise Agreement No. 2

I.R.C. NO: 98/166

DATE APPROVED/COMMENCEMENT: 23 January 1998

TERM: Expires 30 April 2000

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Transport drivers at 1 Lyn Parade, Lurnea 2170 covered by the Transport Industry (State) Award

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

Registered  
Enterprise Agreement  
Industrial Registrar

DRAFT 4  
06/06/97

**ENTERPRISE AGREEMENT**

Registered  
Enterprise Agreement  
Industrial Registrar

**BETWEEN**

**TDG DISTRIBUTION PTY LTD**

**AND**

**TRANSPORT WORKERS UNION OF AUSTRALIA,  
NEW SOUTH WALES BRANCH**

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Filed with the Industrial Registrar on 199 .

AN ENTERPRISE AGREEMENT made this 1st May, 1997, in pursuance of the provisions of the Industrial Relations Act 1996 of New South Wales between TDG Distribution Pty Ltd and the Transport Workers Union of Australia, New South Wales Branch for employees of TDG covered by the Transport Industry State Award..

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TDG ENTERPRISE AGREEMENT NO. 2

1. TITLE OF AGREEMENT

This Agreement shall be known as the TDG Enterprise Agreement No. 2.

2. ARRANGEMENT

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3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Part 2, Division 2 Section 35 of the New South Wales Industrial Relations Act, 1996, entered into on the ..... 1997, between TDG Distribution Pty Ltd. located at 1 Lyn Parade, Lurnea, NSW 2170 and Transport Workers Union of Australia, New South Wales Branch.



4. TERMS OF AGREEMENT

This Agreement shall take effect from the date of registration and shall remain in force until 30th April, 2000.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence. Determination and negotiation of the Agreement has been undertaken by Management and full time employees.

6. DURESS

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

7. PURPOSE OF AGREEMENT

The purpose of this Agreement is to set up and maintain a more efficient and productive workplace. It requires the total commitment and cooperation of all personnel in assisting supervisory staff and management in achieving improved levels of productivity and efficiency including reductions in damages to products, plant and equipment.

8. ROSTERED DAY OFF

Employees will forego their entitlement to an RDO and will be paid at overtime rates after working seven (7) hours thirty six (36) minutes in any one day.

9. EIGHT HOUR BREAK

A. Where, by mutual agreement, employees work and do not receive a 10 hour break, employees may only have an 8 hour break but shall receive a loading of 100% of their ordinary rate in addition to their normal rate for all time worked between the 8 and 10 hours and then would revert back to normal time for the balance of the 8 hours. Where no agreement exists between the employer and the employee, the normal provisions of the award will apply.

B. No employee will be requested to work more than two consecutive days where he/she does not receive a 10 hour break.

C. If an employee works a third consecutive day where no 10 hour break is taken, the normal award provision will apply.

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10. PAYMENT OF WAGES

- A. Employees wages to be paid by EFT. The Company guarantees that employees wages will be paid into bank accounts by 2.00pm on the nominated pay day. If pays are not available by 2.00pm on the nominated pay day, the late payment penalty as per the award will become applicable.
- B. Overtime will be paid each week in the pay week it accrues with the exception of the situation were a public holiday falls on a Monday.
- C. The nominated pay day must be no more than two days after the end of the pay week has concluded and shall be no later then Thursday of each week. The nominated pay day is Tuesday with the nominated pay period being from Monday morning to Sunday night.
- D. The company agrees to union fees being deducted weekly from employees wages upon receipt of the appropriate authorisation form.

This compensates employees for the credit tax applicable to weekly wages being paid by EFT.

Please note that credit tax charged for payments into bank accounts is tax deductible.

11. PROTECTIVE CLOTHING

3 Shirts, 3 Trousers, one pair boots, one jacket per annum.

12. WAGE ADJUSTMENTS

Acceptance of this document as the basis of the Agreement will result in the following increases:

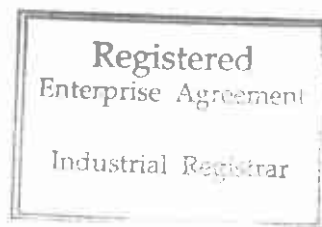
- 4% Increase on 1st May 1997
- 4% 9 months - 1st February 1998
- 4% 9 months - 1st November, 1998
- 3% 12 months - 1st November 1999

All increases to be applied to the base rate of \$14.10 and not cumulative.

It has been agreed that the first increase of 4% will be paid on the 1st June, 1997 with no claim for backpay.

The employees agree to forego any Picnic Day.

The employees undertake to make no further wage demands during the currency of this Agreement.



13. INTERSTATE TRIP RATES

All Company drivers who drive on interstate runs will be given 22.52 cents per kilometre with:

- 4% Increase on 1st May 1997
- 4% 9 months - 1st February 1998
- 4% 9 months - 1st November, 1998
- 3% 12 months - 1st November 1999

All increases to be applied to the base rate of 22.52 cents and not cumulative.

It has been agreed that the first increase of 4% will be paid on the 1st June, 1997 with no claim for backpay.

14. KEY PERFORMANCE INDICATORS

Parties will work together to establish Performance Indicators, which will include fuel consumption, tyres, maintenance, accidents and absenteeism.

From this, parties will agree to establish targets for improvement and will work together to achieve them.

15. MEAL BREAKS

Parties agree that the flexibility in respect to the taking of meal breaks shall continue to operate under this Agreement.

16. COUNSELLING PROCEDURE

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

- (i) First Warning: If Management considers an employees performance to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his/her choosing may be present. The nature of the unsatisfactory service will be committed to writing.
- (ii) Second Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the Company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.



- (iii) **Third Warning:** If after two written warnings the employer considers the employee to still be unsatisfactory, then the employee may render him/herself liable for dismissal in the presence of the appropriate job delegate.
- (iv) **Validity of Warning:** There will be a validity period applied to all warnings of twelve months (12) months. Accordingly as a "First Warning" becomes invalid due to this Clause so the "Second Warning" becomes the "First Warning".
- (v) **Obligations:** The Company undertakes to advise any employee receiving a "warning" of their rights and obligations at the commencement of receiving the "warning".

#### 17. DISPUTE PROCEDURE

- (i) Subject to the Industrial Relations Act, 1996 (NSW), any dispute shall be dealt with in the following manner:
  - (a) In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
  - (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the Transport Manager.
  - (c) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
  - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

#### 18. REDUNDANCY

Redundancy arrangements will be covered by the Transport Industry Redundancy (State) Award.

#### 19. DAMAGES

##### A. Product Damage

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



B. Plant, Property and Equipment

Employees must report all accidents they are involved in resulting in damage to buildings, forklifts, equipment and stock to their supervisor (Manager), who is to ensure a Company Damages Report is completed. Failure to report damages may result in letters of warning or even termination on the grounds of misconduct. A pre vehicle check will be incorporated into the runsheets and this must be completed daily.

20. ON ROAD MAINTENANCE

Employees will, where physically possible, change any tyres or lights necessary to complete his/her journey, including any "running" repairs as long as it is safe to do so. A stock of disposables will be held at the relevant depots.

21. WASHING TRUCKS

Employees are to wash their prime movers and trailers as and if required.

22. UNIFORMS

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

23. ATTENDANCE INCENTIVE SCHEME (For PAYE employees only)

4 Sick days left after 12 months -	\$200.00 incentive
5 Sick days left after 12 months -	\$250.00 incentive
6 Sick days left after 12 months -	\$300.00 incentive

The amount to be paid will be paid as an incentive on a per annum basis. The scheme does not include accrued sick leave. Sick leave remaining will be carried forward to next year's provision.

24. DATE OF REGISTRATION

This Enterprise Agreement shall take effect from the date of registration.





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25. SIGNATORIES TO AGREEMENT

Signed for and on behalf of TDG Distribution Pty Ltd

Signed..... *[Signature]* .....

Witnessed by *[Signature]* ..... Date *25/8/97* .....

Signed for and on behalf of The Transport Workers Union of Australia,  
New South Wales Branch

Signed..... *[Signature]* ..... Date *30th July 1997.*

Witnessed..... *[Signature]* ..... Date *30th July 1997.*