

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/38

TITLE: Totalflow Logistics Services Enterprise Agreement 2002

I.R.C. NO: IRC2/7354

DATE APPROVED/COMMENCEMENT: 7 February 2003

TERM: 22 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/157

GAZETTAL REFERENCE: 21 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Totalflow Logistics Services Pty Ltd who are classified as storepersons and who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: Totalflow Logistics Services Pty Ltd -&- the National Union of Workers, New South Wales Branch

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- ENTERPRISE AGREEMENT -

BETWEEN

**TOTALFLOW LOGISTICS SERVICES PTY LTD AND
NATIONAL UNION OF WORKERS [NSW BRANCH]**

PART A - CONDITIONS

1. TITLE OF AGREEMENT

This Agreement shall be known as the Totalflow Logistics Services Enterprise Agreement - 2002.

2. ARRANGEMENT

Part A - Conditions

1. Title of agreement
2. Arrangement
3. Incidence and parties bound
4. Term of agreement
5. Definitions
6. Relationship to parent award and agreement
7. Duress
8. Purpose of agreement
9. Hours of Work
10. Inventory
11. Absenteeism and Attendance
12. Housekeeping
13. Presentation
14. Classifications and Wage Rates
15. Disciplinary Procedure
16. Job Abandonment
17. Disputes Procedure
18. No extra claims
19. Union Recognition and Membership
20. Job Security
21. Operative date
22. Signatories to agreement

Registered
Enterprise Agreement
Industrial Registrar

Part B - Wages

Table 1A
Table 1B

3. INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon:

- (i) Totalflow Logistics Services Pty Ltd located at 136 Newton Road Wetherill Park NSW 2164;
- (ii) the National Union of Workers (NSW Branch); and
- (iii) employees of Totalflow Logistics Services Pty Ltd classified as storepersons, whether members of the union or not.

4. TERM OF AGREEMENT

This Agreement shall remain in force for a nominal term until 31 December 2004.

5. DEFINITIONS

“Employee” means an employee covered by this agreement.

“NUW” and/or “union” means the National Union of Workers (NSW Branch).

“Totalflow” and/or “company” means Totalflow Logistics Services Pty Ltd

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the *Storemen & Packers, General [State] Award*; provided that to the extent of any inconsistency, the terms of this Agreement shall prevail.

7. DURESS

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

8. PURPOSE OF AGREEMENT

The purposes of this Agreement are:

- (a) to implement new work practices designed to increase the productivity and profitability of the work performed by employees; and
- (b) to reduce the costs of the work being performed by employees; and
- (c) to identify and develop over the life of this agreement the key performance indicators by which improvements to productivity and profitability, and decreases in costs may be measured; and
- (d) to identify and develop over the life of this agreement an appropriate structure by which the benefits that flow from any improvements to productivity and profitability, and decreases in costs are passed on to the parties to this agreement; provided that the parties to this agreement recognise and agree that the employees should neither be advantaged nor disadvantaged by factors that influence any change to, or result in, improvements to productivity and profitability, or decreases in costs, that are outside the influence or control of the effort and contribution of employees.

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9. HOURS OF WORK

The ordinary hours of work, exclusive of meal times, shall average 38 hours per week, worked as follows:

- (a) The spread of ordinary hours of work will be between the hours of 6.00 am to 6.00 pm, Monday to Friday.
- (b) The ordinary hours of work may be worked up to 10 hours on any day, such as to allow for a 4 day week to be worked. Provided that up to 10 ordinary hours may also be worked to meet the needs of the work.
- (c) Subject to Clause 13, Hours in the parent Award, a 'Rostered Day Off' system may be implemented.

10. INVENTORY

- (a) The parties to this Agreement understand and agree that it is critical to the company's success for all employees to ensure accuracy of inventory. The ultimate objective of the company is to reach 100% accuracy in its record keeping and physical holding of inventory.
- (b) All employees agree to positively contribute to participating in the development and implementation of procedures designed to improve and maintain the accuracy of inventory. Accuracy of inventory includes ensuring the quantity, location and lot number of any customer's product is correctly identified and recorded at any given time.



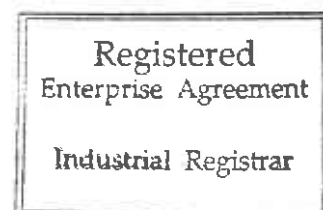
11. ABSENTEEISM AND ATTENDANCE

An employee who has an accumulated sick leave entitlement of at least 10 days at the commencement of a new year of service may be eligible, and may apply for an attendance payment, subject to the following provisions:

- (a) This provision will only apply to employees who have an accumulated sick leave entitlement of at least 10 days at their anniversary of employment.
- (b) At the end of each completed year of service, any sick leave that has accrued over the course of that year of service in excess of five days shall be paid as an attendance payment to each employee.
- (c) The attendance payment shall be paid in the first pay period after the employee's anniversary of employment in each year.
- (d) Provided that where an employee, in a complete year of service, takes more than a total of two day's sick leave, no attendance payment shall be made.
- (e) Provided that an employee shall forego the right to accumulate sick leave in excess of the five days for that year of service, where the balance of any entitlement has been paid out as an attendance payment;
- (f) Provided further that any untaken sick leave not paid out as an attendance payment shall accrue as a sick leave entitlement.
- (g) An employee may not 'cash in' sick leave other than in accordance with the provisions of this agreement.

12. HOUSEKEEPING

- (a) The parties to this Agreement understand and agree it is critical to the company's success for all employees to take positive steps to ensure the workplace is kept safe, orderly and tidy at all times, and that good housekeeping is maintained in general. The company recognises the crucial role that employees play in insuring good housekeeping.
- (b) The parties recognise and agree that good housekeeping is critical to ensure the health and safety of employees and visitors to the workplace.
- (c) The parties further recognise and agree that good housekeeping is critical to the success of the company, as our customer satisfaction requirements may include an external quality audits undertaken by customers from time to time. It is essential that the company pass these external audits in order to attract and retain customers.



13. **PRESENTATION**

Totalflow is a customer driven organisation. Customers and suppliers frequently visit our premises. For these reasons it is important that our uniform are presentable and the standard of housekeeping in our workplace be high at all times. Uniforms are supplied, and they must be kept clean and worn. Failure to present for work in a presentable uniform may lead to disciplinary action in accordance with the discipline procedure set out in this agreement.

14. **CLASSIFICATIONS AND WAGE RATES**

(a) Weekly Rate

The rates of wages per week for weekly employees shall be the rate of wage for the appropriate classification, as set out in Part B – Wages of the Agreement.

(b) Classifications

Employees shall be graded in one of the following grades:

(i) **Store Person Grade 1**

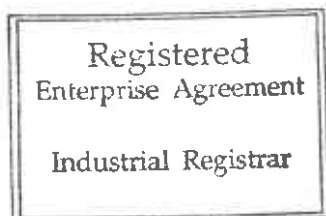
For the purposes of this agreement, a Storemen and Packer Grade 1 shall mean an employee who performs work to the level of their training, and:

1. Is responsible for the quality of their own work (subject to instructions and direction).
2. Works in a team environment and/or under routine supervision.
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses good interpersonal and communication skills.
6. Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring and cleaning duties.
 - Order assembling including picking stock.
 - Loading/unloading.
 - Receiving, checking, dispatching and sorting of products.
 - Satisfying internal and external customer needs.
 - Operation of a keyboard to carry out stores work.
 - Documentation and recording of goods, materials and components.
 - Basic inventory control.
 - Use of hand trolleys and pallet trucks.

(ii) **Store Person Grade 2**

For the purposes of this agreement, a Storeman Grade 2 shall mean an employee, who in addition to performing the duties of a Storeman Grade 1:

1. Has performed 12 months service as a Storeman Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
2. May be required to use, for training purposes, materials handling equipment which requires licensing/certification, and
3. May be required to assist in the development of a Storeman Grade 1.



14. CLASSIFICATIONS AND WAGE RATES continued.

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Enterprise Agreement
Industrial Registrar

(b) Classifications continued.

(iii) **Store Person Grade 3**

For the purposes of this agreement, a Storeman Grade 3 means an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is:

1. Able to work from complex instructions and procedures.
2. Able to co-ordinate work in a team environment under general supervision.
3. Responsible for assuring the quality of their own work.
4. Possesses sound interpersonal and communication skills.
5. Licensed and/or certified to operate all appropriate materials handling equipment, e.g. forklift, mobile crane, carousel, etc.
6. May be required to perform the following tasks/duties:
 - Inventory and stores control.
 - VDU operation using intermediate keyboard skills to carry out stores work.
 - Use of other electronic equipment, e.g. scanner, to carry out stores work.
 - Routine maintenance of stores equipment and machinery.

(iv) **Store Person Grade 4**

For the purposes of this agreement, a Storeman Grade 4 shall mean an employee, who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single storeworker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

An employee appointed in this capacity performs work to the level of their training and:

1. Understands and is responsible for their own quality control.
2. Possesses a sound level of interpersonal and communication skills.
3. Sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product.
4. Where appropriate, accredited by the employer as a competent in the understanding of Regulations relating to handling, storage and loading/unloading of specific product, e.g. chemicals, solvents and explosives.
5. May perform work requiring minimal supervision, either individually or in a team environment.
6. Must be competent to perform the following tasks/duties:
 - Licensed to operate appropriate materials handling equipment, e.g. forklifts, mobile crane, carousel, etc.
 - Routine maintenance of stores equipment or machinery.
7. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional).
8. May also be responsible for quality control of the work of other Storemen and Packers without being responsible for their direction (optional).

14. CLASSIFICATIONS AND WAGE RATES continued.

(b) Classifications continued.

(v) **Store Person Grade 5**

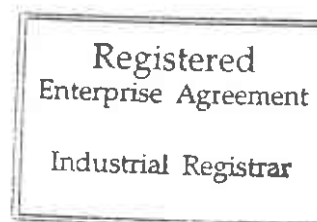
or the purposes of this agreement, a Storeman Grade 5 shall mean an employee, who has undertakes stores work of all lower grades and who has, at the request of the employer, completed the Warehousing and Distribution Course (No. 8502) at a TAFE college. An employee who is appointed by the employer to this level may be required to perform the following in addition to the work performed by other grades:

1. Implement quality control techniques and procedures.
2. Utilise highly developed level of interpersonal and communication skills.
3. Assisting in the provision of on-the-job training and standards.
4. In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
5. This position is accountable for performing some of the following tasks, or a combination thereof:
 - Performing multiple stores activities.
 - Managing the information within the store.
 - Understands and applies computer techniques as they relate to a bond store operation.
 - Has a sound knowledge of the employer's operation and product.

(c) Casual Rate

The hourly rate of pay for a casual employee in Part B - Wages is determined by:

- (i) dividing the weekly rate of pay for the appropriate grade contained in Table 1 by 38; and
- (ii) adding a 15% casual loading to that hourly rate; and
- (iii) adding a further 1/12 (or 0.0833%) loading in lieu of annual leave



15. DISCIPLINARY PROCEDURE

(a) Policy

- (i) Disciplinary action in the event of breaches of policy, or other undesirable actions, is to be fair and uniform.
- (ii) The circumstances of any breach of performance or behaviour will be investigated fully by the immediate manager. The employee will always be given the opportunity to state their case and seek external assistance if so desired. The employee may be represented by the Union delegate or other recognised union official in any step in this process.
- (iii) Disciplinary action may be taken for unsatisfactory behaviour or job performance. Repetition of minor incidents will be dealt with as follows:
- (iv) Responsibilities
The employee's manager is responsible for following the disciplinary procedure.

The Operations Manager authorises termination of employment.

(b) Procedure

(i) Stage 1 - First Verbal Warning

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

The warning will clearly state:

1. the nature and circumstances of the breach or offence;
2. the improvements to be made, or behaviour which must change;
3. an agreed specific time in which to improve;
4. what further action will be taken if the desired improvement does not occur;
5. Subject to no further offence(s) occurring, such a warning may only remain as a matter of record for a period up to 6 months.

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



15. DISCIPLINARY PROCEDURE continued.

(a) Procedure continued.

(ii) Stage 2 - First 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 manager will interview the employee and, if necessary issue a written warning. The employee may have a representative present.

The warning will clearly state:

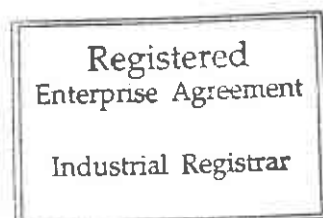
1. the nature and circumstances of the breach or offence;
2. the improvements to be made, or behaviour which must change;
3. an agreed specific time in which to improve;
4. what further action will be taken if the desired improvement does not occur.
5. the warning may indicate that it is a final warning, which could result in dismissal if the breach is repeated or the desired improvement is not made;
6. subject to no further offence(s) occurring, such a warning may only remain as a matter of record for a period up to 12 months.

(iii) Stage 3 - Final Disciplinary Interview

If there is no improvement, or a further offence is committed, the 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 representative present if desired.

(iv) Stage 4 - Termination of Employment

If the manager considers that termination of employment is warranted, a recommendation for this action is made to the Operations Manager. The Operations Manager must authorise termination.



15. DISCIPLINARY PROCEDURE continued.

(c) Termination Of Employment Without Notice (Summary Dismissal)

(i) 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 time keeping records;
- Acts of violence towards other employees or members of the public;
- Acts of dishonesty such as theft;
- Giving or accepting a bribe;
- Being at work under the influence of alcohol or illegal drugs;
- Wilful damage to company's property;
- Deliberate serious breach of safety.

(ii) Responsibility

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

The Operations Manager authorises termination of employment.

(iii) Summary Termination Procedure

(a) The employee's 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 representative present if desired, including the union delegate or other recognised union official.

(b) If the manager considers that termination of employment is warranted, a recommendation for this action is made to the Operations Manager.



16. JOB ABANDONMENT

(a) 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.

(b) Unless the employee 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.

17. **DISPUTE PROCEDURE**

- (a) Any dispute arising out of employment shall be referred by the union delegate or any individual employee to the company representative appointed for this purpose.
- (b) Failing settlement at this level between the company and the union delegate or individual employee on the job, the union delegate or individual employee may refer the dispute within 24 hours to the union organiser who will take the matter up with the company. All efforts shall be made by the company and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to the union secretary and the company shall refer the dispute to its employer association and the union secretary shall take the matter up with the employer association.
- (c) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (d) At any time either party shall have the right to notify the dispute to the Industrial Registrar.

18. **NO EXTRA CLAIMS**

The parties to this agreement acknowledge that there shall be no further claims for wage increases or any other further claims during the nominal term of this agreement.

19. **UNION RECOGNITION AND MEMBERSHIP**

- (a) For the duration of this agreement, Totalflow recognises the NUW as being the union that shall have exclusive representation of all employees in related classifications who are covered by this agreement. This representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this agreement.
- (b) It is recognised by Totalflow that all employees subject to this agreement have the right to join the NUW.
- (c) Totalflow undertakes upon authorisation to deduct union membership dues, as levied by the NUW in accordance with its rules, from the pay of employees who are members of the NUW at the beginning of each month, together with all necessary information to enable reconciliation and crediting of subscriptions to members' accounts.
- (d) All new employees shall be advised of these matters (points (i), (ii) and (iii) above) and shall be introduced to the site NUW Delegates upon being accepted for employment.

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Enterprise Agreement
Industrial Registrar

20. JOB SECURITY

- (a) Upon entering into this agreement, it is not the intention of Totalflow, during the life of this agreement, to either contract out any functions carried out at the site, nor to remove any existing functions from the site.
- (b) In the event that Totalflow gives consideration to any major changes, such as those contemplated in subclause (a) of this clause, Totalflow commits to giving the union sufficient notice in order to allow appropriate consultation about such possible changes.

21. OPERATIVE DATE

This agreement shall be operative from the date of approval by the Industrial Relations Commission of NSW [Insert Date of Approval].

Employees employed prior to the date of approval of this agreement shall be paid the appropriate rate set out in Table 1A of Part B – Wages, of this agreement as follows:

- (i) **Employees employed on or prior to 1 November 2002** – from the first full pay period to commence on or after 1 November 2002.
- (ii) **Employees employed after 1 November 2002, but before the date of approval of this agreement** – from the date of commencement of their employment.

22. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Totalflow Logistics Services Pty Ltd


.....
[MANAGING DIRECTOR]


28/11/02
.....
[DATE]


.....
[WITNESS]


28/11/02
.....
[DATE]



Signed for and on behalf of the National Union of Workers [NSW Branch]


.....
[SECRETARY]

19.12.2002
.....
[DATE]


.....
[WITNESS]

19/12/02
.....
[DATE]

PART B - WAGES

Table 1A - First full pay period to commence on after 1 November 2002

Classification	Hourly Rate	Casual Rate
	\$	(inclusive of 1/12 in lieu of annual leave) \$
Store Person Grade 1	15.09	18.80
Store Person Grade 2	15.63	19.48
Store Person Grade 3	16.57	20.64
Store Person Grade 4	17.76	22.13
Store Person Grade 5	18.74	23.35

Table 1B - First full pay period to commence on after 1 January 2004

Classification	Hourly Rate	Casual Rate
	\$	(inclusive of 1/12 in lieu of annual leave) \$
Store Person Grade 1	15.84	19.73
Store Person Grade 2	16.42	20.46
Store Person Grade 3	17.40	21.67
Store Person Grade 4	18.64	23.23
Store Person Grade 5	19.68	24.52

