

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/50

I.R.C. NO: 97/415

DATE APPROVED/COMMENCEMENT: 21 February 1997 and operate from first pay period on or after 21 February 1997.

TERM: 1 year

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

TITLE: K & S Integrated Distribution Sydney Enterprise Agreement 1996

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Transport Worker Grade 1-8

PARTIES: K & S Integrated Distribution Sydney Pty Ltd and Transport Workers' Union of Australia, New South Wales Branch.

ref:xebablak/BLAKSY9606jms
N.O.W.3999

Ⓒ



**K&S INTEGRATED DISTRIBUTION SYDNEY
ENTERPRISE AGREEMENT
1996**

**K&S INTEGRATED DISTRIBUTION SYDNEY
ENTERPRISE AGREEMENT
1996**

***ARRANGEMENT
PART A***

SUBJECT

CLAUSE NO:

Title	1
Relationship to Parent Award	2
Basic Wage	3
Area, Incidence & Parties Bound	4
Date and Period of Operation	5
Improvements to Work Practices & Operational Efficiency Procedures	6
Performance Indicators	7
Contract of Employment	8
Hours of Work	9
Training	10
Meal Times	11
Rates of Pay	12
Payment of Wages	13
Annual Leave	14
Dispute Resolution Procedure	15
Implementation of EA96	16
No Extra Claims	17
Re-negotiation and Development of Next Agreement	18
Not to be Used as a Precedent	19

***PART B
MONETARY RATES
TABLE 1 - WAGES***



PART A

1. TITLE

This agreement shall be known as the "K&S Integrated Distribution Sydney Enterprise Agreement 1996."

2. RELATIONSHIP TO PARENT AWARD

- a) The Transport Industry Interim (State) award 13th December 1991 shall be referred to herein after as the "Parent Award"
- b) The K & S Integrated Distribution Sydney Enterprise Agreement 1996 shall be referred to herein after as the "EA96".
- c) K & S Integrated Distribution Pty Ltd Sydney shall be referred to herein after as "the Company".
- d) The Parent Award shall apply to the operations (as defined in the Parent Award) of the Company save & except for those matters dealt with in EA96
- e) Where the terms of the EA96 and the terms of the Parent Award are in conflict, the terms on the EA96 shall prevail, with the following exception.



Should the Parent Award be varied after 30 November 1996 & during the term of EA96 such that the Company may perceive that adoption of such variation or variations will provide the Company with greater flexibility's and/or efficiencies in the operation of the Companies business then such variation or variations will prevail over the relevant terms of the EA96.

EA96 shall not be interpreted so as to reduce the productivity, efficiency or flexibility of working arrangements or conditions prescribed within the Parent Award.

- f) The parties recognise the rights and responsibilities of Management to arrange work within the Parent Award as modified by EA96 in the best interests of business and customer service.

3. BASIC WAGE

EA96, in so far as it fixes rates of wages, is made by reference and in relation to the adult wage as set out in Part B, Monetary Rates, hereof.

The said basic wage is subject to variation in accordance with the provision of subsection(2) of section 15 of the Industrial Relations Act 1996. Upon any such variations, rates of wages presented by EA96 are subject to variation pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said basic wage.

4. AREA, INCIDENCE AND PARTIES BOUND

EA96 shall be binding on the Transport Workers Union of Australia (NSW Branch), its officers and members and K&S Integrated Distribution (ACN 004 550 332) and the employees of K&S Integrated Distribution employed at K&S Integrated Distribution Sydney locations who are required to perform work covered by EA96.



5. DATE AND PERIOD OF OPERATION

The EA96 shall come into force from the first full pay period which commences on or after the date awarded by the Commission and shall remain in force for a period of twelve months.

6. IMPROVEMENT TO WORK PRACTICES AND OPERATIONAL EFFICIENCY PROCEDURES

It is recognised and agreed by all parties that to remain competitive there will be an on-going need to continuously improve systems, procedures and work practices.

It has been agreed to progressively define practices to be adopted and to implement them with consultation as they become relevant. It is agreed that practices should be defined so as to enable rather than limit opportunities for improved flexibility, efficiency and productivity or quality of working life for employees.

The following procedures set out in the Company manuals are to be adhered to, monitored and improved upon where possible.

(a) Safe working Practices and Injury Reduction

Through the Safety Awareness Program all employees will understand and acknowledge their duty of care to themselves and each other and be committed to ensure a safe working environment to eliminate all injuries and accidents.

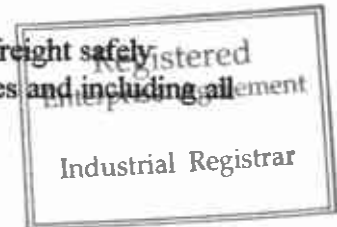
A handwritten signature in black ink, appearing to be "J. S.", located at the bottom right of the page.

(b) Safety Checks on Trucks and Forklifts.

Employees will do daily (AM & PM) routine checks of their allocated vehicles, report any maintenance work required and attend to minor maintenance items themselves.

(c) Safe Handling and Stowage.

The commitment of all employees is required to handle all freight safely including complying with Dangerous Goods Acts and Codes and including all requirements to safely load, unload and handle all freight.



(e) Pallet Control

The company has experienced pallet losses. These losses can be eliminated through adherence to the pallet procedure. All employees are required to adhere to the pallet procedure and to work conscientiously to protect the Company's interests.

(f) Security of Freight in Depot and on Vehicles.

The company and employees are responsible for the care and security of freight whilst in their control. Employees agree to acknowledge this duty of care and act accordingly.

Procedures and codes of conduct have been or will be documented and agreed to by Consultative Committee. Procedures and codes will be detailed in the Operating Manual. Any unresolved difficulties will be addressed through the Disputes Resolution Procedure clause 15, hereof.

(g) Introduced Technology:

It is accepted that technological change will continue to take place and recognised by all parties that introduced technologies will play a vital role in keeping the business competitive and assisting future security of employment.

These technologies may include but may not be limited to computerised vehicle scheduling, EDI (electronic data interchange), in-cab terminals bar-coding and vehicle positioning.

It has been agreed to define practices to be adopted and equipment used (including specialised equipment) and to implement them with consultation and training where necessary as they become relevant.

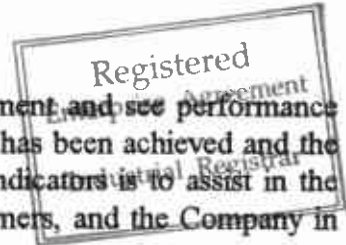
It is agreed by all parties that remuneration for any addition to work value is covered by the EA96 allowance in PART B MONETARY RATES - TABLE 1 - WAGES, hereof.

7. 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 employees, customers, and the Company in improving competitiveness, job security 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	PERFORMANCE MEASURE
1. Quality	Customer Satisfaction	<ul style="list-style-type: none"> • Level of customer complaints. • On time delivery • Service reliability • Documentation • Loss/Damage to goods & equipment, e.g. pallets
2. Work Environment	OH&S Performance	<ul style="list-style-type: none"> • Implementation of OH&S policy & standards & procedures • Reducing lost time through accident/injury
3. Labour Resources	Absenteeism (includes sick leave, industrial stoppage and other unauthorised unpaid absence)	<ul style="list-style-type: none"> • Absentee hours as % ordinary hours • Reducing incidence of unauthorised absence from work.
4. Physical Output	to be determined	<ul style="list-style-type: none"> • Vehicle turnaround. • to be determined

Registered Enterprise Agreement Industrial Registrar

At this stage these key issues have been identified and will be developed further. It is intended that targets will be set and measured to determine productivity performance improvements. The definite intention of the parties is that there be a direct link developed between these indicators or similar and incentive bonus remuneration is to be an outcome.

8. CONTRACT OF EMPLOYMENT

a. Multiskilling

- (i) The parties recognise existing custom and practice which ensures the training and development of employees to be able and to undertake a wide range of duties and competencies of the parent award and EA96.
- (ii) The Company may direct an employee to carry out such duties as are within the employees limits of skill, competence and training provided the employee has been properly trained in the use of any equipment necessary for the performance of such duties.

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

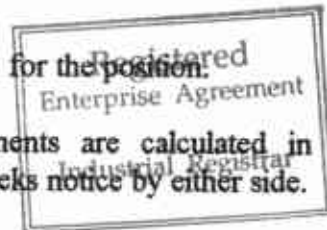
b. Probationary Period for New Weekly Employees

New weekly employees will initially be engaged by the Company on a probationary basis.

The probationary period will commence from the date on which the new employee actually performs duties for the Company and will be for a period of three (3) months work time (60 working days) that the new employee has performed his duties as required by the Company to the satisfaction of the Company.

Payment during this period will be at the appropriate Parent Award rate for the position.

If termination occurs within the probationary period, all entitlements are calculated in accordance with the parent award save and except the giving of one weeks notice by either side.



Upon successful completion of the probationary period, the employee's length of service, for the purposes of statutory entitlements, will be calculated from the commencement date on which the new employee was directly employed by K. & S Integrated Distribution.

c. Suspension Of Employee

An employee involved in alleged misconduct such as fighting, drinking alcohol, stealing, unsafe practices, drug abuse, 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, in conjunction with the consultative committee, an employee is found to be not guilty of acts arising in the incident, such employee will be reinstated with full back pay covering the period of suspension.

Any unresolved difficulties will be resolved through the Dispute Resolution Procedure Clause 15 here of.

It is agreed that this clause is additional to, and does not replace the provisions of the parent award.

d. Four Hour Casuals

It is agreed there exists an operational need to occasionally employ four hour casuals and employment of casuals for a minimum of four hours is hereby expressly agreed.

e. Appearance

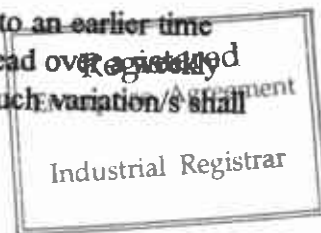
Employees will attend work in clean, company provided uniforms. Drivers will be required to wash their vehicles a minimum of once per week or as directed.

9. HOURS OF WORK

(a) Ordinary Hours

Ordinary hours of work shall be worked between the hours of 6.00am and 6.30pm, Monday to Friday.

Should the Parent Award be varied during the term of EA96 such that the ordinary hours are modified by movement of the A.M. time to an earlier time and/or movement of the P.M. time to a later time and/or spread over a period of Monday to Saturday, or Monday to Sunday then such variation/s shall take precedence over EA96.



(b) Flexible start time - Ordinary Hours

In lieu of Clause 8(ii)j(3) of the Award, an employees' rostered starting time shall be flexible to suit the needs of the business and may be varied from the normal roster established provided that the employee is notified before leaving work the previous day. This shall not prevent the Company later telephoning an employee to report for work earlier than his normal ordinary start time, such earlier work time to be paid as overtime. A list of available after hours numbers to be provided by employees.

(c) Rostered Days Off

It is agreed that Clause 8(i)f(A)(iii) of the parent award is varied to allow flexibility of rostering or accumulation of rostered days off as per the award. Where rostered days off have been accumulated, days in excess of five (5) may be paid out at ordinary rate of pay at the request of an employee

10. TRAINING

The Company will provide training opportunities for employees in accordance with the Company Training Policy.

A new employee will be required to obtain and maintain any licences personal to the employee necessary to perform the duties of employment. These licences include but are not limited to licences to drive road vehicles and forklifts and dangerous goods licences.

For all employees where the company agrees to provide the cost of training for portable skills such as obtaining or maintenance of licences or development personal to the employee, this training shall be free to the employee. In return employees will be expected to provide their own time and commitment to undertake the training. Weekend training by mutual agreement

The Company will provide each employee with a one (1) hour training session, to be conducted immediately prior to the employee's scheduled starting time, specifically related to the operation & application of the DISPUTES RESOLUTION PROCEDURE (clause 15, hereof) and it is mandatory that each employee attend such training sessions as scheduled by the Company. The Company shall provide each employee with at least seven (7) days notice of the scheduled date and/or dates of the training session.

Where the Company requires employees to undertake training specific to their employment and development with the Company, this shall be provided free of cost to the employee and the employee shall be paid for up to 8 hours per day for actual training time at the employees' ordinary hourly rate.

11. MEAL TIMES

(a) Flexibility

In relation to flexibility of operation, timing of unpaid meal breaks, paid overtime crib breaks or other paid breaks, it has been agreed that existing custom and yard practice will be maintained in that breaks are not separately paid or identified but are to be taken within the working span as the availability of work dictates to enable continuity of work flow.

It is agreed that Clause 24 of the parent award is varied to allow the taking of paid and unpaid meal breaks at a convenient time to maximise productivity. In formalising this custom and practice, it is recognised by all parties that no retrospective or prospective liability arises in relation to this clause of the parent award.

It has been agreed that employees working away from the Company depot in the period when the break falls due will anticipate the work flow at the customers premises so as to take the meal break at a time which is most advantageous to the vehicle achieving minimal lost time during loading/unloading or pickup/lodgement.

(b) Overtime Meal Break & Meal Allowance

In lieu of the parent award provision of Clause 24(ii)(a), it is agreed that the employee will be paid a meal allowance of \$6.60 on each occasion when the employee is required to work more than two hours overtime after the completion of ordinary time.

12. *RATES OF PAY*

- (a) The rates of pay for weekly employees in the classifications prescribed in the parent award shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (b) The rates of pay in this EA96 include the First, Second and Third Arbitrated Safety net Adjustments payable under the State wage case - December 1994 decision. These arbitrated safety net adjustment may be offset to the extent of any wage increases received at the enterprise level since 29 May 1991. Increases made under previous state wage case principles or under the current principles, excepting those resulting at the enterprises level, are not to be used to offset arbitrated safety net adjustments.



13. *PAYMENT OF WAGES*

In accordance with existing practice, wages will be paid by direct electronic funds transfer into an employees nominated bank (or other financial institution) account.

14. *ANNUAL LEAVE*

In addition to Clause 26 of the parent award, mutually agreed (Company & employees), annual leave accrued may be taken in other than continuous periods as per the Act.

15. DISPUTE RESOLUTION PROCEDURE

The parties acknowledge their intent to address promptly and equitably any matter likely to lead to dispute in order to attain a resolution on 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 New South Wales Industrial Relations Act 1996 (as amended) any dispute or claim whether any such dispute or claim arises out of the operation of this EA96 or not shall be settled in the undermentioned manner:

- Step 1. Site procedures are followed (e.g.: conferences with member, delegate, local official and site management.
- i.e. (i) The matter shall first be discussed between the aggrieved employee(s) and their supervisor
- (ii) if not settled the matter shall then be taken up by an accredited 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 calling on the assistance of the Consultative Committee, the Union organiser and Senior K&S Management as necessary.
- Step 2. After 1 is completed there is a minimum 24 hour cooling off period where the status quo is retained.
- Step 3. During 2 there are conferences between divisional management of K&S and Branch Secretary of TWU or nominee.
- Step 4. After 3 is completed there is a further minimum 24 hour cooling off period where the status quo is retained.
- Step 5. During 4 there are conferences between national management of K&S and the Branch Secretary of TWU.
- Step 6. After 5 is completed there is a further minimum 24 hour cooling off period where the status quo is retained.
- Step 7. During 6 the matter is referred to the IRC of NSW. both parties will agree to the IRC's decisions.



A handwritten signature in black ink, consisting of a large, stylized initial 'S' followed by a horizontal line and some smaller, less distinct characters below it.

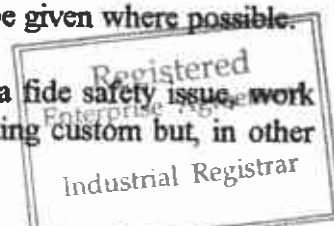
Status Quo

The Status quo is defined by the practices in place prior to the dispute. If a termination of employment is disputed, the termination remains subject to Section 83, Chapter 2, Part 6 of the Industrial Relations Act 1996, "unfair dismissal" procedures.

If the status quo position cannot be agreed upon then the procedure is fast tracked to IRC with a no interruption to normal work commitment given in the meantime.

Exemptions To The Above Procedure

1. Safety Issues - As determined by the site OH&S Committee or the State OH&S Authorities.
2. ACTU or State Labour council disputes - 48 hours notice will be given where possible.
 - (a) Until the matter is determined and except in the case of a bona fide safety issue, work shall continue normally where it is agreed that there is an existing custom but, in other cases, the work shall continue as instructed by the employer.
 - (b) A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this clause.
 - (c) Nothing contained in this clause shall prohibit the right of either party to apply to the Industrial Relations Commission.



16. IMPLEMENTATION OF EA96

It has been agreed that there will be no industrial action on the issues of this EA96. Any disputed areas are to be resolved in accordance with clause 15 Dispute Resolution Procedure herein, during the implementation of this EA96.

17. NO EXTRA CLAIMS

It is a term of this EA96 that the Union undertakes not to pursue any extra claims, award or over award during the currency of this EA96.

There will be no further general pay increases during the term of this EA96 except those stipulated in this EA96. National and State Wage Case wage movements will not apply to employees covered by this EA96 unless such application is specifically required by the State Wage Case decision.

18. RE-NEGOTIATION AND DEVELOPMENT OF THE NEXT AGREEMENT

- a) Three months prior to the expiry of this EA96, the Company and its employees (and/or their respective representatives) shall enter into discussions in order to review the operation of and the conditions included in this EA96.
- b) The review shall cover all matters raised in discussions, including but not limited to rates of pay, productivity improvements, measurement of productivity improvements, efficiency and flexibility measures.
- c) As the basis for the development of the next Agreement, the Company and employees will consider further concepts including skill based career pathing and rewards for working more efficiently and the opportunity to have more input into the daily work task.

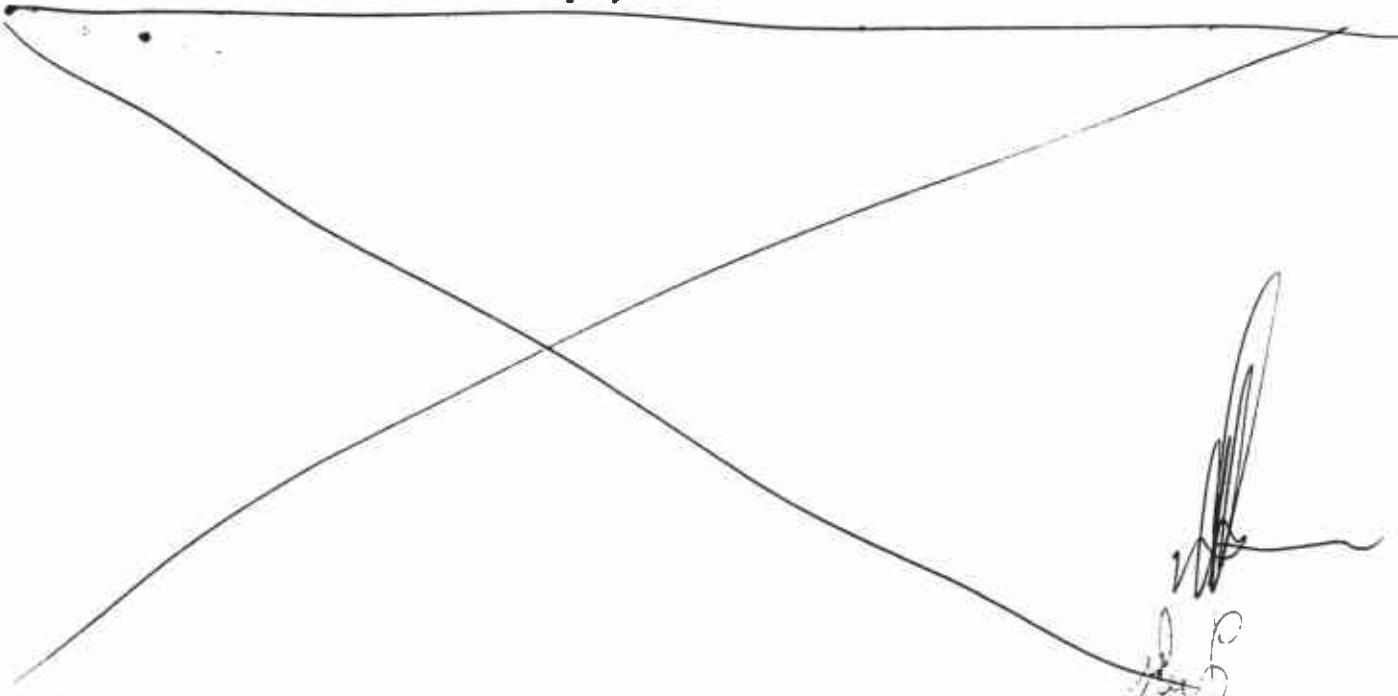
It is anticipated that performance based incentives for agreed targets will form part of the next Agreement.



- d) The parties shall enter discussions in good faith with a view to concluding the review prior to the expiry of the term of EA96. All variations to this EA96 which result from the review shall be processed through the Industrial Relations Commission and the varied EA96 shall operate for the next twelve months.

19. NOT TO BE USED AS A PRECEDENT

This EA96 shall not be used in any manner whatsoever to obtain similar benefits in any other branch of the company or a related company.



Handwritten signature and initials

**K&S INTEGRATED DISTRIBUTION SYDNEY ENTERPRISE
AGREEMENT 1996**

AGREEMENT

It is agreed that the document titled "K&S Integrated Distribution Sydney Enterprise Agreement 1996" has been consulted by the parties and is to be submitted to the NSW IRC for the award to be made.

SIGNATORIES TO THE AGREEMENT

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

[Handwritten Signature]
.....
Manager Signature

SPALON MANNING
.....
Position
20/12/96
.....
Date



Consultative Committee

[Handwritten Signature]
.....
.....

[Handwritten Signature]
.....
20/12/96
.....
Rwood

In the presence of Witness

[Handwritten Signature]
.....
Signature

20.12.96
.....
Date

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

[Handwritten Signature]
.....
Signature
R. TASKER.
.....
Organiser
20/12/96
.....
Date

[Handwritten Signature]
.....
Signature
.....
Position
20/12/96
.....
Date

In the presence of Witness

[Handwritten Signature]
.....
Signature

20/12/96
.....
Date

**PART B
MONETARY RATES**

Adult Basic Wage: \$121.40 per week

TABLE 1 - RATES OF PAY

Weekly employees

GRADE	BASE AWARD DEC. 1994	NEW BASE AWARD plus (15%) EBA ALLOWANCE
1	\$388.40	446.65
2	\$402.00	462.30
3	\$411.40	473.10
4	\$419.60	482.55
5	\$440.70	506.80
6	\$446.00	512.90
7	\$462.10	531.40
8	\$494.90	569.10

Registered
Enterprise Agreement
Industrial Registrar



Casual Employees - Hourly Rates

Registered
Enterprise Agreement
Industrial Registrar

GRADE	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT
Base Rate	\$10.22	\$10.58	\$10.83	\$11.04	\$11.60	\$11.74	\$12.16	\$13.02
<i>Casual + 15%</i>	\$1.53	\$1.59	\$1.62	\$1.66	\$1.74	\$1.76	\$1.82	\$1.95
<i>A/Holiday Act + 1/12</i>	\$0.98	\$1.01	\$1.04	\$1.06	\$1.11	\$1.12	\$1.17	\$1.25
Day Work/Day Shift	\$12.73	\$13.18	\$13.49	\$13.76	\$14.45	\$14.62	\$15.15	\$16.23
Early Morning Shift	\$14.32	\$14.83	\$15.18	\$15.48	\$16.26	\$16.45	\$17.04	\$18.26
Afternoon Shift	\$14.96	\$15.49	\$15.85	\$16.17	\$16.98	\$17.18	\$17.80	\$19.07
Night shift	\$16.55	\$17.13	\$17.54	\$17.89	\$18.79	\$19.01	\$19.70	\$21.10
Overtime x 1.5	\$17.63	\$18.25	\$18.68	\$19.05	\$20.01	\$20.25	\$20.97	\$22.46
Overtime x 2.0	\$23.50	\$24.34	\$24.90	\$25.40	\$26.68	\$27.00	\$27.96	\$29.94

Handwritten signature and initials, possibly 'J. S. Jones' and 'M. R.', located at the bottom right of the page.