

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/270

TITLE: Total Logistics Company Pty Ltd Enterprise Agreement 2000

I.R.C. NO: 2000/4298

DATE APPROVED/COMMENCEMENT: 7 September 2000/ 1 July 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New Replaces EA98/204**

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Total Logistics Company engaged in stores work in the classifications of Trainee Storepersons, Storepersons and Leading Hands

PARTIES: Raffi Artyun -&- Mathew Broad, David Perrigault, Anthony Privett, Michelle Shaw, George Shelemon, Total Logistics Company Pty Limited

THE TOTAL LOGISTICS COMPANY PTY. LIMITED

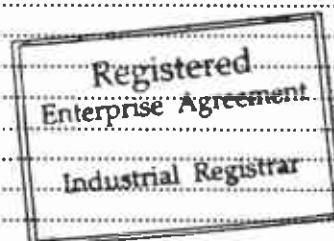
ENTERPRISE AGREEMENT 2000

**Registered
Enterprise Agreement
Industrial Registrar**

**New South Wales
Industrial Relations Act**

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1. Title

This Agreement shall be known as the Total Logistics Company Pty. Limited Enterprise Agreement 2000.

2. Incidence

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

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

3. Parties

The Total Logistics Company Pty Limited and people employed as permanent (clause 10), TLC casuals (clause 9.2), permanent part time (clause 9.3) and job sharing (clause 9.4) referred to in this agreement.

4. Date of Operation

This Agreement shall come into operation from the beginning of the first pay period commencing on or after 1 July 2000, conditional of registration, and remains in force for a period of two years, or any subsequent date at which variation may occur by agreement between the parties.

Notwithstanding anything else obtained in this Agreement, it shall remain in force until such time as it is superseded or rescinded.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

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5.1 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

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 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 licenced by the TGA and is seeking certification to Quality Standard ISO 9002. These standards are 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 processes

8. Flexibility

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. Notification for the change of starting time must be at least 5 days.

8.1.2 Flexible time

- a) Notwithstanding sub-clause (c) the parties to this Agreement accept that the minimum hours of work for a permanent employee 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. Agreement regarding the treatment of Public Holidays and Sick leave must be established prior to the implementation of this clause.
- c) 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.

8.1.3 Time Off in Lieu of Overtime

- a) An employee may elect to take time off in lieu of payment of overtime on a paid hour basis. Time off shall be taken with mutual agreement between management and the employee and be coordinated with work requirements at all times.

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- b) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - c) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

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.

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 and the employee is required to use their own vehicle, the company will pay a mileage allowance of 60 cents (refer Attachment 1) per kilometre for the kilometres travelled in excess of the normal journey. All fares shall be paid by the company. The use of an employee's vehicle will only occur by mutual agreement, under normal circumstances and wherever possible a Company provided vehicle would be the preferred option.

All insurance and the roadworthiness of an employees vehicle remains the responsibility of the employee at all times.

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 permanent 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 TLC 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 one twelfth of ordinary time earnings is paid in lieu of annual leave. Casual rates include full entitlement on a pay as you go basis.

For TLC casuals engaged more than three (3) months, who are offered continuous employment as a permanent employee, the conditions of the probationary period will not apply.

9.3 Permanent Part Time

The Company may employ employees on a part-time basis. For permanent part-time employees, clauses of this agreement shall be applied on a pro-rata basis.

9.4 Job Sharing

(a) Definition

Job sharing is an arrangement where, with the agreement of the Company, two employees voluntarily share all of the duties and responsibilities of a permanent full-time position. The status, nature and responsibility of a position will not alter whether the position is being filled on a share or individual basis.

(b) Purpose

The parties accept that job-sharing will create greater flexibility in the working arrangements and has the potential to be mutually beneficial to employer and employees.

(c) Access to Job Sharing

- (i) The Company shall determine positions that are suitable for job sharing.

(d) Contract of Employment and Job Sharing Agreement

- (i) The working arrangements and responsibilities for a particular position shall be determined by the Company.
- (ii) Each job sharer will hold an individual contract of employment incorporating the job sharing agreement that outlines details regarding the

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sharing of the job. It will include such matters as the number of hours to be worked by each job sharer and when those hours are to be worked, overlap time, entitlements to sick, annual and special family leave, leave for skills development and training, and the job description for the position.

(e) Hours of Work

- (i) Hours of work can be split, for example, half days, alternate weeks, alternate days or any way that suits the personal needs of the job sharers and the business needs of the Company.

The conditions relating to hours of work in this Agreement shall extend to job shared positions on a pro-rata basis.

(f) Overtime.

A Job sharer shall be entitled to be paid overtime in accordance with clause 28 of this Agreement.

(g) Absences of Leave.

A job sharer must take annual leave or other extended leave separately. When one sharer is on leave the other sharer will do the full job.

- (i) A job sharer who relieves in the other portion of the job share position during periods of sick leave, annual leave, carers leave or other authorised absences shall only be entitled to payment at single time for the total normal hours of the job share position.

(h) Vacation of the Job Sharing Position.

An individual job sharer may terminate the job sharing arrangement on the giving of four (4) weeks notice in writing to the Company, at which time the Company will consider the continued viability of the job sharing and subsequent recruitment.

(i) Independent Status of Job Sharers.

While both job sharers are to contribute to the responsibilities and completion of tasks for a position, each job sharer is to be individually assessed for performance appraisals and disciplinary purposes. Normal procedures are to operate.

(j) Training.

Job sharers are entitled to the same level of training as would be available to an individual occupying the position on a non-shared basis.

10. Classification Structure

Trainee Storeperson

An employee cannot be employed as a Trainee for longer than six months. A review of the Trainee's performance and development may be held at any time during a Trainee's employment that may result in the Trainee being reclassified as a Storeperson.

A Trainee Storeperson and Juniors are expected to train in and perform any of the following warehouse functions.



Training/Duties:

- Receiving, picking, and despatching stock into and from the warehouse
- Good Manufacturing Practice and Quality
- Stock counting
- Warehouse housekeeping of work area
- Use of non licensed and licensed material handling equipment
- Basic VDU operation associated with the above roles

A Trainee Storeperson reports to a Team Leader or Supervisor.

Storeperson

A Storeperson is expected to perform any of the following 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 of work area
- Use of non licensed and licensed material handling equipment
- Basic VDU operation associated with the above roles
- Administration duties associated with the above roles

A Storeperson reports to a Team Leader or Supervisor.

Team Leader

A Team Leader will have in-depth knowledge of processes of the base functions of the warehouse and takes on responsibility for the performance of their team in relation to:

- Dispatch
- Inwards
- Stock control
- Quality control systems operation
- Client liaison

The Team Leader reports to the Supervisor or Site Manager.

11. Presentation

TLC 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, they must be kept clean and worn. Employees who report to work in an unpresentable uniform may be sent home without pay.

The uniform issue will include 5 shirts, 2 Shorts, 2 Trousers, 2 Windcheater jumpers and 1 bomber jacket. The Company will reimburse full cost of steel capped safety boots up to the value of \$100 upon proof of purchase. Replacement of all uniform items will be on a fair wear and tear (exchange) basis. All uniforms items, including safety boots must be returned when leaving the company, prior to final payment being received. Steel capped safety boots must be worn at all times whilst working in the Warehouse.



12. 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 following scale will apply in the event of retrenchment for permanent employees only.

Years of Service	Under 45 Years of Age Entitlement	45 Years and Over Entitlement
Less than 1 year	Pro rata	Pro Rata
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	9 weeks
3 years and less than 4 years	10 weeks	13 weeks
4 years and less than 5 years	13 weeks	17 weeks
5 years and less than 6 years	16 weeks	21 weeks
6 years and over	19 weeks	25 weeks

The employees affected will be provided with assistance in future employment through training in preparation of letters of application, resumes and interview skills. Reasonable time will be made available, by mutual agreement, for employees to attend interviews.

12.1 Severance Pay

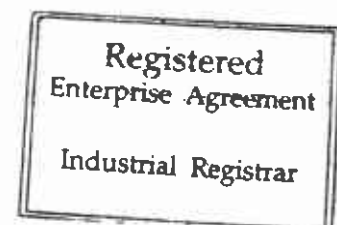
Where an employee is to be terminated due to their redundancy, subject to any further order of the Industrial Relations Commission, the company shall pay the following severance pay in respect of a continuous period of service if notice of termination as shown in the table below is not given.

Years of Service	Under 45 Years of Age Entitlement	45 Years and Over Entitlement
	Notice Period	Notice Period
Less than 1 year	1 week	1 week
1 year and less than 3 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

Payment in lieu of notice shall be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

In addition the Company agrees to pay out any unused Sick leave, to a maximum of 228 hours (equivalent to 6 weeks), to any person made redundant. This is in recognition of their good attendance record.

13. Grievance Procedure



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

- (i) The employee who has the problem should discuss the matter with the appropriate supervisor
- (ii) 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 representative at this stage.
- (iii) If the matter cannot be resolved by the parties within 5 days, it may be referred to the Industrial Relations Commission of NSW.
- (iv) During the grievance procedure work will continue as normal.

13.1 Guarantee of Services

During any grievance or dispute, employees will guarantee that hospital orders and Ethical drug orders (excluding OTC products) are not effected by any industrial action. This Guarantee of Service will cover all aspects of work including and not limited to, loading and unloading of trucks, receiving of deliveries, picking and packing.

14. Discipline Procedure

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 and seek external assistance if so desired.

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 in conjunction with two representatives of the consultative committee is responsible for following the disciplinary procedure.

The General Manager Operations authorises termination of employment.

Procedure

Stage 1 – First Written Warning

A written 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:

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- 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
- If no further offence occurs then the record will be cleared after 6 months.

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

Stage 2 – Second 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 representative present.

The warning will clearly state:

- the nature and circumstances of the breach or offence
- the improvements to be made, or behavior 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.
- If no further offence occurs then the record will be cleared after 12 months.

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 representative 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 General Manager Operations must authorise termination.

14.1.1 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
- Acts of dishonesty such as theft, serious misuse of TLC assets
- 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
- Deliberate serious breach of safety procedure
- Deliberate serious breach of GMP

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Responsibility

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

The General Manager Operations 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 representative present if desired.
- If the supervisor/manager considers that termination of employment is warranted, a recommendation for this action is made to the General Manager Operations.

14.1.2 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.

15. 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, unless approved otherwise by the Operations Manager

Applications for annual leave must be made in writing on the approved form not less than one calendar month prior to starting date, unless otherwise agreed by the company. The company will make payment for the whole period of approved annual leave in the week prior.

The Operations Manager approves annual leave.



16. Annual Leave Loading

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

17. 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.
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 a year.
5. Unused sick leave for each year of service accumulates and is available to the employee for a maximum accumulation of the equivalent number of worked days which totals 912 hours.
6. Sick leave is not available to an employee whilst on probation.
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.

18. 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 partner, 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 or partner.
- Time off in Lieu of Overtime.** An employee may, with the consent of management, elect to take time off in lieu of overtime worked to care for an immediate family member or partner.
- Make up Time.** An employee may, with the consent of management, elect to take off ordinary hours to care for an immediate family member or partner 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 or partner with the consent of management.

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

19. Bereavement Leave

A permanent employee (clause 10) shall be entitled to a maximum of three standard days (dependant on the current work practice) without loss of pay on each occasion and upon production of satisfactory evidence of the death of the employee's partner, parent, brother,

sister, child, stepchild or parents-in-law (including a person living with the employee as a de facto partner, but not a partner from whom the employee is separated).

20. 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 (Picnic Day) will be observed each calendar year on a date agreed between the company and the employee.
- 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 on a paid hour basis.
- 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 on a paid hour basis).
- f. A public holiday shall count for 7.6 hours in the rostered week. The minimum payment for work on a public holiday is four hours (at applicable overtime rates).

21. Long Service Leave

The Company will provide long service leave in accordance with the NSW Long Service Leave Act of 1955.

22. Parental and Maternity 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, 4 weeks 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, but at no less 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.

23. Leave Without Pay

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

24. Remuneration

The parties to this Agreement recognise that TLC is a thirdparty 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.

Payscale from 1 July 2000 – 30 June 2001						
Classification	Day Shift		Afternoon Shift		Night Shift	
Shift Loading	0%		15%		25%	
	Permane nt \$/wk	Casual \$/hr	Permane nt \$/wk	Casua l \$/hr	Permane nt \$/wk	Casual \$/hr
Trainee	467.22	N/A	537.31	N/A	584.03	N/A
Store Person	549.68	17.84	632.13	20.52	687.09	22.30
Team Leader	633.23	N/A	728.21	N/A	791.53	N/A
	\$/hr	\$/hr	\$/hr	\$/hr	\$/hr	\$/hr
Permanent Part Time (Normal Rate)	14.4653	N/A	16.6350	N/A	18.0816	N/A
Extended hours worked for Agreed Agency (Not Team Members as per Clause 29) – Refer Attachment 2	N/A	N/A	N/A	20.52	N/A	N/A

Registered
Enterprise Agreement

Industrial Registrar

Payscales for year 2 of this Enterprise Agreement:

For the year 1 July 2001 – 30 June 2002, rates in the above table will be increased by CPI (All Groups for the March Quarter 2001).

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

24.1 Incentive Plan

An incentive scheme exists where permanent staff members will receive a bonus of 3% of their base wage subject to the meeting of agreed Key Performance Indicators. There will be three indicators used for the incentive program. The Indicators will be agreed by negotiation between TLC representatives (including Storepersons and Team Leaders) and the client. If indicators for a particular month are met the incentive payment will be paid by the 15th of the following month.

Incentive Payments for year 2 of this Enterprise Agreement:

- i. For the year 1 July 2001 – 30 June 2002, the incentive will increase to 4% of the base wage, subject to the above clause.

The KPI's will be reviewed and changes made if necessary as contractual manning requirement fluctuate.

24.2 Junior Employees

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

Age	Percentage of Storeperson Rate	Registered Enterprise Agreement Industrial Registrar
At 17 years and under	70.0%	
At 18 years	90.0%	
At 19 years	100.0%	

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.

25. Superannuation

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

26. 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.

27. Overtime

Hours worked in excess of 7.6 per day (except in the situation referred to in Clause 8.1.2 (b)) shall be overtime and paid at the rate of time and a half for the first one and a half hours per day and double time thereafter. Overtime shall be calculated daily.

27.1 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

27.2 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.

27.3 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

27.4 Crib Time

An employee working overtime shall be allowed a 20 minute rest break without deduction of pay after each four (4) hours of overtime worked. The crib break only applies when the employee continues to work after the four (4) hours of overtime. Notwithstanding the maximum time that may be worked without a crib break is five (5) hours.

27.5 Meal Allowance

An employee who works greater than one hour overtime on any day after the fixed finish time shall be paid a meal allowance at the rate described in the Award at the time of claiming the allowance unless notified on the previous day of the intended overtime to be worked.

28. Shift Work

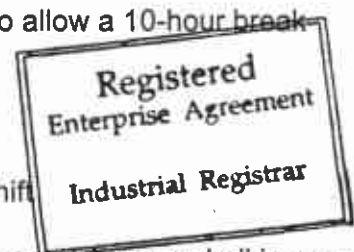
Employees required to work shift work will be paid at the rates detailed in Clause 24 of this Agreement.

- Crib Break – Persons working on afternoon or night shift are entitled to 20 minutes paid break during the shift. Refer Clause 27.4.
- Hours of Shift -
Afternoon Shift: a permanent shift which finishes after 6.00 pm, but prior to midnight.
Night Shift: a permanent shift which finishes after midnight but prior to 7.00 am.

29. Extended Hours of Work for Agreed Agency. (Refer Attachment 2)

This clause is to cover TLC day shift employees covered by this Enterprise Agreement whom through mutual agreement with TLC management wishes to extend their hours of work. The following conditions apply:

- i. Employees must complete extended hours of work in order to allow a 10-hour break before starting their next shift as per Clause 27.2.
- ii. Cribs breaks apply as per Clause 27.4
- iii. Start times vary, but must be after completing your normal shift
- iv. Payrates for employees who are not team members of the Agreed Agency shall be as per Clause 24.
- v. For Team Members of the Agreed Agency including Permanents and TLC Casuals, extended hours of work shall be paid at overtime rates as per Clause 27.



30. 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.

The minimum paid time for work occurring on a Saturday or Sunday shall be four hours.

31. 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.

32. Occupational Health and Safety

The NSW Occupational Health and Safety Act shall apply.

33. 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 at the rate described in the Award at the time of claiming the allowance if nominated and available to provide first aid.

34. Workers Compensation

The NSW Worker's Compensation Act 1987 shall apply.

