

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/209**

**TITLE: Patrick Logistics Pty Limited Ingleburn & NSW  
(Intermodal Facility) Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/3972

**DATE APPROVED/COMMENCEMENT:** 18 July 2003

**TERM:** 16 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/350

**GAZETTAL REFERENCE:** 14 November 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees who are engaged by Patrick Logistics Pty Ltd, solely in the classification of facility operations, at 4 Inglis Rd, Ingleburn NSW 2565 and 2 Lyn Parade, Lurnea NSW 2170 and any other new site in the future deemed by the parties as appropriate for this agreement to apply. It covers employees who fall within the coverage of the Transport Industry (State) Award, excluding any variations made subsequent to certification of this agreement unless agreed between the parties.

**PARTIES:** Patrick Logistics Limited -&- the Transport Workers' Union of New South Wales

**PATRICK LOGISTICS PTY LIMITED INGLEBURN & NSW (INTERMODAL FACILITY) ENTERPRISE  
AGREEMENT 2003**

1.1 Agreement Title

This Agreement shall be known as the Patrick Logistics Pty Limited Ingleburn & NSW (Intermodal Facility) Enterprise Agreement 2003

1.2 Arrangement

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1.3 Agreement Vision

The purpose of this Agreement is to achieve:

fair, reasonable and consistent terms and conditions for staff;

flexibility for Patrick, to meet its business goals and objectives.

1.4 Period of Operation

This Agreement shall commence operation from the first full pay period on or after the day on which it is certified by the NSW Industrial Relations Commission. The Agreement shall expire on 26 November 2004.

1.5 Coverage of Agreement

This Agreement shall apply to all persons who are engaged by Patrick Logistics Pty Limited, solely in distribution facility operations, in NSW at the locations specified below, or any other new site in the future deemed by the parties as appropriate for this Agreement to apply. The Company will issue a letter of appointment to those persons, specifying that the terms and conditions of employment are governed by this Agreement. This Agreement shall not apply to employees engaged in Company operations or sites with dual transport and distribution operations.

4 Inglis Road, Ingleburn NSW 2565;and

2 Lyn Parade, Lurnea NSW 2170.

1.6 Parties to the Agreement

This Agreement is made between:

Patrick Logistics Pty Limited, 4 Inglis Road, Ingleburn, NSW 2565 and 2 Lyn Parade Lurnea NSW 2170 (the Employer); and

the Transport Workers' Union of Australia, New South Wales Branch, of 388 Sussex Street Sydney NSW 2000 (the Union).

#### 1.7 Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award, (the Award), excluding any variations to that Award made subsequent to certification of this Agreement unless otherwise agreed between the parties. To the extent of any inconsistency between this Agreement and the provisions contained in the Award, this Agreement shall prevail.

#### **1.8 Matters Reserved**

Long Distance Drivers - When Patrick commence using Long Distance Drivers, Trip Rates/Kilometre Rates will be negotiated with the TWU NSW Branch, prior to the commencement of such Drivers.

### **PART 2**

#### **THE EMPLOYMENT RELATIONSHIPS AND RELATED ARRANGEMENTS**

#### 2.1 Employment Categories

Employees under this Agreement shall be employed in one of the following modes of employment:

full time employees; or

part time employees; or

casual employees.

An employee covered by this Agreement engaged in one of these modes (excluding casual employees) may be terminated or cease their employment through resignation in accordance with Clause 2.7 of this Agreement.

#### 2.2 Medicals

All engagements are subject to a satisfactory pre-appointment medical arranged and paid for by the company. Once appointed, an employee may be requested to attend further medical examinations, at regular intervals, by a doctor retained by the company in order to establish ongoing fitness to carry out the duties of their position. Such examinations shall be necessary only where Patrick is addressing a concern that falls within their duty of care.

#### 2.3 Part Time Employees

Patrick Logistics may employ part time employees in any classification in this Agreement.

A part time employee is an employee who :

works less than full time hours; and

has regular and predictable hours of work; and

receives on a pro-rata basis, equivalent pay and conditions to those of full time employees employed in the same capacity.

A part time employee may be engaged for the same number of hours as a full time employee when occupying a full time position for a limited period - eg. holiday relief.

An employee engaged on a part time basis shall be paid per hour, one thirty-eighth of the weekly wage rate for the classification in which the employee is engaged.

An employee engaged on a part time basis shall be entitled to payments in respect to annual leave and sick leave, on a proportionate basis subject to the provisions of the appropriate clauses of the Agreement.

At the time of engagement Patrick and the employee will agree in writing on a regular work pattern, specifying the starting and finishing times and the days of the week on which the employee will work.

The minimum hours for each engagement will be four (4) hours.

Work over the set hours determined upon engagement shall be paid at overtime rates. However, a part time employee may, by agreement, perform work beyond rostered hours, on a temporary basis, to meet business needs without incurring overtime, provided that:

such additional hours are ordinary hours; and

the total number of hours worked by the employee (i.e set rostered hours plus additional hours) do not exceed full time ordinary hours.

These additional hours are referred to as "extraordinary hours" and attract appropriate leave and superannuation accruals.

#### 2.4 Casual Employees

Patrick shall employ casual employees having recognition to Award sub clause 9.3, providing this is applied by the parties in a flexible manner for valid purposes related to the nature of the operations and other considerations such as seasonal fluctuations.

Casual employees are employed by the hour and will be paid an hourly rate equal to the relevant classification divided by 38 (Base Rate). In addition to this, Casual employees will receive a loading of 15% on the base hourly rate, plus 1/12th (8.33%) in respect of the entitlement to pro rata holiday pay under the *Annual Holidays Act 1944*.

Where a Casual employee works overtime, such overtime will be calculated on the base hourly rate. From 7 July 2003 such overtime will be calculated on the base hourly rate together with the 15% casual loading prescribed above.

A minimum payment of four (4) hours will apply to each engagement.

A casual employee's engagement shall terminate at the conclusion of each shift and may be engaged for another shift at the discretion of the employer.

Casual employees shall not be entitled to redundancy payments.

#### 2.5 Labour Hire/Employment Agency Employees

Patrick reserves the right to supplement the workforce with the use of people employed by a Labour Hire organisation or Employment Agency.

Whilst such employees are performing work that would otherwise be covered by this Agreement, Patrick will seek to ensure that the Agencies provide those employees with the same wages and conditions contained in this Agreement.

## 2.6 Probationary Employment

All new permanent employees shall be engaged initially for a probationary period of three (3) months. Employment as a casual employee, which runs consecutively with permanent employment, shall be deemed to be part of the three (3) month period.

An employee's performance will be monitored by Patrick Logistics during this probationary period.

An employee may be counselled about their performance during the probationary period.

The initial period of three (3) months probation may be extended for a further period to address identified and communicated performance issues, but the probationary period must not exceed six (6) months in total. Consideration for extension of the Probationary period will occur in circumstances where employment would otherwise have been terminated either during or at the conclusion of the initial three (3) month period. Under no circumstances will it be compulsory for Patrick to extend the probationary period.

If the employee's performance is unsatisfactory during or at the conclusion of the probationary period, employment may be terminated in accordance with Clause 2.7 of this Agreement.

## 2.7 Termination Of Employment

Termination of employment by Patrick will not be harsh, unjust or unreasonable.

### 2.7.1 Notice Of Termination By Patrick

In order to terminate the employment of a full time or part time employee, Patrick will give one (1) week's notice.

Payment in lieu of the notice period prescribed will be made if the appropriate period of notice is not given. Employment may be terminated by any combination of notice and payment in lieu of notice.

The period of notice prescribed will not apply in the case of termination for conduct that justifies instant dismissal and in such cases wages shall be paid only to the time of dismissal.

### 2.7.2 Notice Of Termination By Employees

An employee wishing to terminate their employment shall be required to provide Patrick with one (1) week's notice.

The employee and Patrick may mutually agree to forego the notice period prescribed and agree to another. In such an event, the employee shall be paid for only the time worked.

If an employee fails to give notice, Patrick has the right to withhold monies due to the employee equal to the actual rate of pay for the period of required notice.

### 2.7.3 Dispute Regarding Termination Of Employment

Any dispute or claim under this clause shall initially be dealt with pursuant to Clause 3.1 of this Agreement, "Dispute Prevention and Settlement".

## 2.8 Abandonment Of Employment

An employee who has been absent for a continuous period of three (3) working days without the consent of Patrick, and without notification, will be treated as having abandoned their employment

Patrick will take reasonable steps to determine the employee's situation and to make contact.

An employee will be given opportunity to establish to the satisfaction of Patrick, that a good reason existed for both their non-attendance at work and for not notifying their employer of the intended absence.

Termination of employment will be deemed as occurring the day of the employee's last attendance.

## 2.9 Uniforms And Safety Equipment

Each employee will be issued with and wear company uniforms upon commencement of employment. Where uniforms have to be ordered they will be ordered upon an employees commencement and issued to the employee as soon as they become available. Any employee issued with company uniform must at all time whilst at work wear the uniform as prescribed by the company. Employees who fail to comply with this requirement will not be able to commence work until they comply with such.

It is the responsibility of each employee to clean and maintain all company supplied items.

Company supplied uniforms will be replaced on a fair wear and tear, one for one basis with employees being required to return any company supplied item in order to receive a new issue.

Clothing at all times remains the property of Patrick and must be returned at the request of the company in a condition commensurate with reasonable wear and tear.

Patrick shall supply, and employees shall utilise any safety equipment necessary for the performance of their duties. This includes items such as Safety Vests and Safety Footwear. These items will be replaced on a wear and tear, one for one basis.

# PART 3

## **DISPUTE PREVENTION AND SETTLEMENT, CONDUCT, DISCIPLINE AND SUMMARY DISMISSAL**

### 3.1 Dispute Prevention And Settlement Procedure

- (a) Subject to the provisions of the *NSW Industrial Relations Act 1996*, the following mechanism and procedure must be used for the resolution of any dispute (including potential dispute) arising in the workplace:
- (b) Disputes between an employee and the employer in respect of any employment matter. The procedure applies to a single employee or to any number of employees.
- (c) The parties agree that it is in the interest of all parties to resolve disputes and grievances in the most timely and efficient manner possible. It is therefore agreed that as soon as is practicable after the dispute or claim has arisen, the employee/s will refer the issue directly to their immediate supervisor, affording them reasonable opportunity to remedy the dispute or claim.

- (d) If the matter remains unresolved, or is of such a nature that a direct discussion between the employee/s and their immediate supervisor would be inappropriate, the employee will refer the matter to the next level of supervision or management as appropriate.
- (e) If the matter remains unresolved at this stage the employee may seek assistance in resolving the matter from a TWU delegate or a representative of their choice. The employee and their representative should take the matter up directly with the appropriate level of management.
- (f) A reasonable time frame will be permitted for management to investigate the matter and respond to the employee/s.
- (g) If after discussion between Patrick and the employee/s and their representative, the matter remains unresolved after the parties have genuinely attempted to achieve a resolution, either party may refer the matter to the Industrial Relations Commission of NSW.
- (h) Pending the completion of the procedure set out in this clause, work shall continue in accordance with this Agreement without interruption.

When a dispute arises over the lawful exercise by the Company of management discretion and is not at variance with a clearly expressed and acknowledged Agreement, pending resolution of the matter, work shall continue in accordance with this Certified Agreement, contracts of employment and the direction of the Company. Where the above does not apply, the status quo will apply in accordance with any clearly expressed and acknowledged Agreement pending resolution of the matter.

- (i) Discussions at any stage of this procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it take a reasonable period of time for the appropriate response to be made.

### 3.2 Company Policies And Procedures

An employee shall be required to be familiar with and to observe at all times, various lawful Patrick policies and procedures that shall be consistent with this Agreement. The Union and employees shall be advised of any intended change to Patrick policies and procedures prior to such change taking effect. Any concern over the intended changed policies and/or procedures shall be progressed through the Dispute Prevention and Settlement Procedure.

### 3.3 Obligations Of Employees

All employees of Patrick are expected to:

- (a) Carry out their duties and responsibilities to the limit of their competency and skill.
- (b) Positively contribute to the achievement of the work objectives of the organisation.
- (c) Positively participate in approved, relevant training and to provide on the job instruction to others where appropriate.
- (d) Comply with all work practices that are designed to promote the objective of a safe and healthy workplace.
- (e) Comply with all reasonable and lawful instructions.
- (f) Treat other employees, customers, associates and members of the general community with due respect, courtesy and good manners.



- (g) Comply with the terms, conditions and commitment of the Enterprise Agreement.
- (h) Accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee, taking responsibility for their own productivity levels.
- (i) Keep in good working order any equipment or materials they are supplied with.
- (j) Employees must comply with Patrick Logistics Quality procedures. Failure to adhere to these procedures may result in employee counselling and/or disciplinary action.

## **PART 4**

### **WAGES AND RELATED MATTERS**

#### 4.1 Payment Of Wages

Wages will be paid weekly by direct deposit into a bank account nominated by the employee.

Employees may avail themselves of appropriate payroll deductions.

#### 4.2 Wage Increases

Over the life of this Agreement the following increases will be made effective on the first full pay period on or after the prescribed dates.

3% payable first full pay period on or after 26 May 2003

2% payable first full pay period on or after 24 November 2003

2% payable first full pay period on or after 24 May 2004

Base rates of pay are prescribed in Schedule A.

##### 4.2.1 Productivity

The parties agree that during the life of this Agreement they will negotiate to achieve productivity based increases in remuneration measured against agreed Key Performance Indicators (KPI's). Such increases are additional to the increases prescribed at Clause 4.2 of this Agreement. The improvement to productivity and KPI results needs to be directly attributed to labour efficiency improvements.

The parties further agree that this Clause shall not be used in order to achieve a general pay increase.

#### 4.3 Higher Duties

An employee who is requested and agrees to assume responsibilities of another employee in a higher classification, will be paid for all time so worked at the rate of pay prescribed for that classification.

#### 4.4 Superannuation

Employees shall be able to choose which of the following nominated funds they wish to become members of for the purposes of Patrick making contributions on their behalf in satisfaction of the Superannuation guarantee legislation.

The two nominated funds are:

- (a) TWU Superannuation Fund as may be amended from time to time and includes any superannuation scheme which may be made in succession to it.
- (b) Patrick Logistics recommended superannuation fund as may be amended from time to time and includes any superannuation scheme which may be made in succession to it.

Patrick will contribute to the relevant fund, in respect of each of its employees, in compliance with the Superannuation Guarantee Act.

Patrick will supply the necessary fund application forms to employees consistent with their choice of nominated funds.

## **PART 5**

### **HOURS OF WORK**

#### **5.1 Ordinary Hours Of Work**

Ordinary hours of work for all employees shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 week cycle and shall not exceed 8 hours per day, exclusive of meal breaks, and shall be worked between Monday to Friday inclusive.

Ordinary hours shall be worked between the hours of 5am and 7pm.

Ordinary hours may be worked on an other than Monday to Friday basis, (i.e. ordinary hours on a Saturday and/or Sunday) in accordance with the Award, except that such ordinary hours may be worked between the hours of 5am and 7pm.

An employee who works ordinary hours on Saturday or Sunday will receive the appropriate loadings as prescribed by the Award in addition to their base rate for all such time worked.

RDO accrual will not be applicable under this Agreement. All time worked in excess of ordinary hours will be treated as overtime.

Due to the operational requirements of the customers of Patrick, Patrick will be required to engage in negotiations with Employee Representatives and the TWU NSW Branch in order to consider and facilitate the implementation of 10 hour ordinary hour work days.

#### **5.1.2 Ordinary Hours Of Work - Shift Work**

The ordinary hours for shift workers shall not exceed 38 hours per week or 76 hours per fortnight or 114 hours per 3 weeks or 152 hours per 4 week cycle, and will be worked over seven days, Monday to Sunday, not exceeding 8 hours per shift, inclusive of meal breaks. Ordinary hours shall be worked on either Afternoon or Night Shift or Alternate Afternoon/Night Shift.

Afternoon shift shall be a shift which commences ordinary hours after 10.30 am and at or before 4pm.

Night shift shall be a shift which commences ordinary hours after 4pm and before 5am.

Alternate Afternoon/Night shift shall be a shift roster which alternates the employees ordinary hours of work between afternoon shift and night shift.

An employee who works their ordinary hours within the shifts described above will receive the appropriate shift loadings as prescribed by the Award in addition to their base rate for all such time worked.

A shift work employee shall have a roster of ordinary hours, over Monday to Sunday inclusive, which includes 2 consecutive days off in each weekly roster.

## 5.2 Variation To Rosters

### 5.2.1 Variation to an Employees Ordinary Hours

Where it is necessary to change the regular pattern of an employee's ordinary hours, 48 hours notice will be given of such a change. If the change is by mutual agreement, then the 48 hour notice may be waived. Notice will be given in writing detailing the change.

### 5.2.2 Variation to an Employees Shift

Where it is necessary to alter the shift an employee works their ordinary hours during, 7 days notice will be given of such a change. If the change is by mutual agreement, then the 7 days notice may be waived. Notice will be given in writing detailing the change.

Any dispute arising from a variation to rostered work patterns will be dealt with using the dispute prevention/settlement provision as per Clause 3.1 of this Agreement.

## 5.3 Time In Lieu

An employee may apply in writing for paid time off in lieu of an overtime payment at the rate of single time (ie time for time) on a day or days agreed with Patrick, but such a period off work will be taken within 6 months of the overtime being worked. Example: An Employee who works 2 hours overtime, and has applied for and been granted time off in lieu of receiving the overtime payment, would be entitled to 2 hours paid time off.

If it is not taken within the 6 month period, it will be paid out at the rate applicable when the overtime was worked. Example: An Employee has worked 2 hours overtime and received approval for 2 hours paid time off (as per the example above) in lieu of receiving the overtime payment. 6 months has elapsed and the Employee has not taken the 2 hours off. The Employee will now be paid the 2 hours overtime at the appropriate overtime rate calculated on the base rate they received at the time the overtime was worked.

Time in lieu may accumulate up to a maximum of 38 hours.

## **PART 6**

### **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

## 6.1 Annual Leave

### 6.1.1 Annual Leave Entitlement

Following the completion of 12 months continuous service with Patrick, full time employees' will be entitled to four weeks annual leave (152 hours), exclusive of public holidays. For part time employee's, this entitlement will be calculated on a pro rata basis.

#### 6.1.2 Annual Leave Loading

In addition to receiving annual leave at full pay, employees' will receive a leave loading at the time leave is taken. The loading will be the greater of the following:

25% for the number of days taken calculated on ordinary time earnings; or

an amount equal to the total of any shift allowance which an employee would have received for rostered work during ordinary hours if the employee had not gone on leave.

The provisions of Clause 6.1.7 will apply where an employee terminates and has taken leave before it has become fully entitled.

#### 6.1.3 Time of Taking Annual Leave

Annual Leave will be taken by the employee, upon application for such leave being approved by Patrick, provided that all entitled leave is taken within 6 months of it becoming so, except where otherwise agreed by the employee and Patrick.

Patrick may direct an employee to take any leave in excess of the above provision by the giving of 1 weeks notice.

#### 6.1.4 Payment for the Period of Annual Leave

The employee may elect to either:

receive their annual leave payment prior to the commencement of their annual leave period; or

elect to receive their annual leave payment as normal weekly payments whilst absent on annual leave.

#### 6.1.5 Annual Leave Taken Before the Due Date

Patrick may upon application by the employee allow annual leave to be taken by an employee before the leave has become entitled. i.e. Patrick may allow employees to avail themselves of accrued annual leave.

#### 6.1.6 Annual Leave Exclusive of Public Holidays

If a public holiday falls within an employee's annual leave and is a prescribed day under Clause 6.3 Public Holidays and is a day on which would have been an ordinary working day, then such a day is paid and not deducted from the employee's Annual Leave balance.

#### 6.1.7 Payment for Leave on Termination

If an employee leaves or is dismissed, the Employer must pay the Employee any leave entitlement available plus any pro rata accrual of leave for any part year worked since the Employee began working or last qualified for leave.

Where an employee has been paid a loading as prescribed in Clause 6.1.2 for leave taken but not yet fully entitled, the Employer may deduct from monies due, the equivalent amount of the loading paid for all accrued leave taken.

Where an employee resigns or is terminated, leave loading will only be paid on entitled leave available to the employee.

## 6.2 Sick/Carers' Leave

Paid sick/carers' leave is available to a permanent employee when they are absent in the following circumstances:

Due to personal injury or illness (sick leave); or

For the purpose of caring for an immediate family or household member who is sick and requires the employees' care (carers' leave).

### 6.2.1 Entitlement

A permanent employee is entitled to an amount equivalent to 5 days paid leave during the first year of employment.

If the employment continues beyond a year, the employee becomes entitled to 8 days paid leave in the second and subsequent years.

Unused sick/carers' leave will accrue for use in subsequent years.

Leave may be taken for part of a single day to attend medical appointments if duly applied for.

Part time employees shall be entitled to leave on a pro rata basis.

### 6.2.2 Immediate Family or Household - Definition

The entitlement to use carers' leave in accordance with this clause is subject to:

The employee being responsible for the care of the person concerned; and

The person being either a member of the employee's immediate family or household.

The term immediate family is defined as:

The employee's spouse, de facto spouse or a same sex partner who lives with the employee as the de facto partner of that employee. This includes a former spouse, former de facto spouse and former same sex partner; and

The child, including an adopted child, step child, foster child or ex nuptial child, parent, grandparent, grandchild or sibling of the employee or of the employee's spouse.

### 6.2.3 Employee Must Give Notice

Before the taking of any leave under this provision, an employee is required, unless it is not reasonably practicable to do so, to notify the Employer of an intended absence prior to the commencement of their ordinary commencement time. When notifying the Employer, the Employee should as far as practicable state the nature of the illness and the estimated duration of the absence.

Employee's not complying with this requirement may not be entitled to payment for the days absence or may be dealt with under Clause 2.10 Abandonment of Employment.

#### 6.2.4 Evidence Supporting the Claim

An employee will be required to provide, after two single days absence per employment year, or for any period of absence equal to or exceeding two consecutive days, evidence by way of a suitably detailed medical certificate that they were unable to attend work due to illness or injury or due to the illness or injury of an immediate family member.

An employee absent on the day preceding or following a public holiday shall not be entitled to payment under this clause unless a suitably detailed medical certificate is produced supporting the claim.

#### 6.2.5 Unpaid Sick/Carers'

Unpaid Sick/Carers' leave may be applied for where an employee has exhausted their entitlement to paid leave under this provision.

Patrick does not automatically approve such applications.

Applications for unpaid sick/carers' leave must be accompanied by supporting medical evidence in order to be considered.

Generally, employees must have utilised their entitlements to other forms of paid leave, such as annual leave, before applying for unpaid leave.

Leave accruals will cease when employees take unpaid leave for a period exceeding 1 week or more.

#### 6.3 Public Holidays

The following days shall be recognised as public holidays:

New Years day

Australia day

Good Friday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

All other Government Gazetted Public Holidays for the state of NSW.

Employees other than casuals shall be entitled to these specified public holidays without loss of pay.

Employee's required to work on a prescribed public holidays will be paid at the rate of time and one half for time worked in addition to the normal days' pay. Employee's required to work Christmas Day or Good Friday shall be paid at the rate of double time for time worked in addition to the normal days' pay.

#### 6.4 Flexible Union Day

It is agreed that financial members of the TWU will receive a Flexible Union Day in lieu of the recognised Union Picnic Day.

A Flexible Union Day is a day to be taken annually at a time mutually agreed between the employee and the employer that can be taken as a leave day at any time during the calendar year.

If not taken in the calendar year, it shall not accrue to the following year.

#### 6.5 Bereavement Leave

An employee is entitled to use up to 2 days bereavement leave (paid on a pro-rata basis for part time employee's) on each occasion and on production of satisfactory evidence of the death of a member of the employee's immediate family or household.

#### 6.6 Long Service Leave

Long service leave will accrue and be paid in accordance with the relevant state legislation.

Long service leave will be paid at ordinary time earnings.

## **PART 7**

### **UNION RELATED MATTERS**

#### 7.4 Union Recognition Statement

Patrick recognises the TWU as the relevant union to provide coverage for the sites at 4 Inglis Road Ingleburn NSW 2565 and 2 Lyn Parade Lurnea NSW 2170. The TWU and Patrick recognise and acknowledge the need for a continuing climate of mutual co-operation to maximise the benefits of the working and employment relationships.

Employees subject to this Agreement shall be advised of the TWU's representation on the site. Upon commencement of employment, each employee will be given suitable induction for the position they are appointed to and will have access to discussions with the TWU site delegate and Management.

#### 7.2 Agreement Availability

Each employee shall have access to a copy of this Agreement, which will be maintained in hard copy at the workplace and where available, via the Intranet.

#### 7.3 Union Membership Fees

An employee may authorise Patrick in writing to deduct membership fees for the TWU from their weekly pay and Patrick will remit such fees directly to the Union.

#### 7.4 Right Of Entry

Right of Entry and Inspection Powers under the *NSW Industrial Relations Act 1996* shall apply.

#### 7.5 Trade Union Training

The union may apply to the Company for paid leave for a delegate to attend training courses organised by Union with appropriate input from the Company. The Company shall not unreasonably withhold approval for such application whilst at the same time the Company reserves the right to withdraw from this arrangement should the extent, frequency or content of such courses exceed levels or nature of courses prevailing at the time of making of this Agreement.

## PART 8

### Signatories To The Agreement

Signed By  
Patrick Logistics Limited

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

In the presence of:

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

Signed By  
Transport Workers' Union of Australia  
New South Wales Branch

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

In the presence of:

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)



## SCHEDULE A

### RATES OF PAY

Base Wage Rates				
Grade	Weekly Wage Rate	Hourly Wage Rate	Weekly Wage Rate	Hourly Wage Rate
	25th November 2002		26th May 2003 - 3% Increase	
1	\$533.57	\$14.04	\$549.58	\$14.46
2	\$555.80	\$14.63	\$572.47	\$15.07
3	\$569.70	\$14.99	\$586.79	\$15.44
4	\$578.03	\$15.21	\$595.37	\$15.67
5	\$611.38	\$16.09	\$629.72	\$16.57
6	\$616.94	\$16.24	\$635.45	\$16.72
7	\$653.07	\$17.19	\$672.66	\$17.70
8	\$683.63	\$17.99	\$704.14	\$18.53

Base Wage Rates				
	24 November 2003 - 2% Increase		24 May 2004 - 2% Increase	
Grade	Weekly Wage Rate	Hourly Wage Rate	Weekly Wage Rate	Hourly Wage Rate
1	\$560.57	\$14.75	\$571.78	\$15.05
2	\$583.92	\$15.37	\$595.60	\$15.67
3	\$598.53	\$15.75	\$610.50	\$16.07
4	\$607.28	\$15.98	\$619.42	\$16.30
5	\$642.32	\$16.90	\$655.16	\$17.24
6	\$648.16	\$17.06	\$661.12	\$17.40
7	\$686.12	\$18.06	\$699.84	\$18.42
8	\$718.22	\$18.90	\$732.59	\$19.28