

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/279

TITLE: K & S Group Working in Unity Partnership Agreement

I.R.C. NO: 98/4884

DATE APPROVED/COMMENCEMENT: 21 September 1998

TERM: Expires 30 September 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

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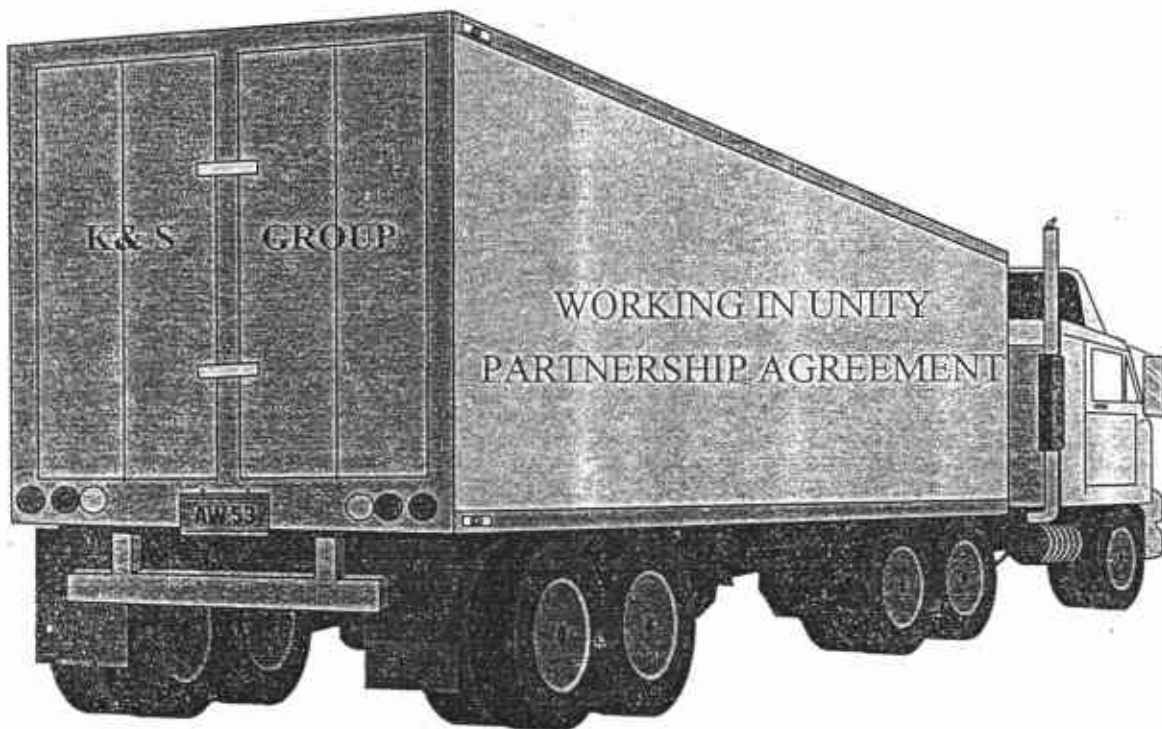
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to transport employees of K & S Group Pty Ltd at Homebush, Enfield, Silverwater and ARC locations

PARTIES: K & S Group Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



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Enterprise Agreement
Industrial Registrar



AGREEMENT - New South Wales

**K & S Express
K & S Freighters
K & S Integrated Distribution
Smorgon Business Unit
6 November, 1997**

Working in Unity Partnership Agreement 1997 -2000

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PERFORMANCE
MANAGEMENT



TRAINING



SUCCESSION



JOB SECURITY



BENEFITS



CAREER DEVELOPMENT

BEST PRACTICE AND
IMPROVEMENT



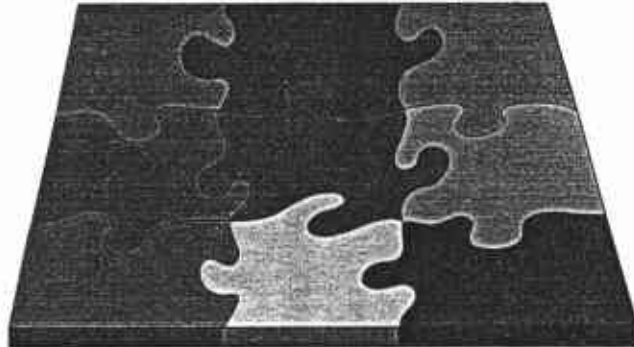
OPERATIONAL

QUALITY



WORKING IN UNITY PARTNERSHIP AGREEMENT

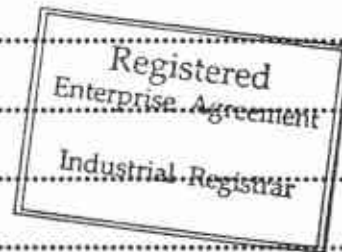
- TRAINING GUARANTEES
- SUCCESSION MANAGEMENT
- BENEFITS
- CAREER DEVELOPMENT
- PERFORMANCE MANAGEMENT
- OPERATIONAL FLEXIBILITY
- QUALITY SERVICE
- JOB SECURITY
- BEST PRACTICE AND PROCESS IMPROVEMENT



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1.0 Introduction

1.1 The Working in Unity partnership agreement represents a significant moment in the history of the K & S Group. It is a cultural agreement demonstrating our commitment to quality work practices, improved customer standards and a renewed commitment to our people.

1.2 This agreement is also a demonstration of our efforts to develop strong and constructive relationships with our employees, the union, our customers and of course the company.

1.3 Why a Partnership Agreement?

The choice of a partnership approach was not difficult for K & S. We have a fundamental need to forge stronger relationships with our people, our customers and the Transport Workers Union. Working in Unity presents the company and our staff with the opportunity to forge a new and cohesive alliance providing us all with open communication, a shared culture and common values.



1.4 Why Not Enterprise Bargaining?

Because our future and your career are not to bargain for. Previous enterprise bargaining agreements have failed to provide the company and our people genuine benefits. In the past it has been us and you and none of the parties have achieved any real gain. We have missed out on valuable opportunities to become more competitive and our people have missed out on valuable opportunities to enhance job security, career development and proper reward for genuine workplace improvements.

1.5 Why A Three Year Agreement?

This partnership agreement is for the same period as our strategic/business plan and it reduces uncertainty for our operations and our people. Two year agreements are too short and we usually find that we have to start renegotiation's within twelve to eighteen months.

1.0 Introduction (continued)

1.6 Why Now?

Because K & S cannot afford for our competitiveness to be eroded any further. If we are to become a market leader, we must be proactive and take a lead in terms of determining our own future and the future of our people.

1.7 What About The Award?

The Transport Industry State Award and existing Enterprise Bargaining Agreements (listed below) will continue to be the actual employment relationship now, and into the future:

- K&S Freighters Homebush Enterprise Award 1996
- K&S Freighters Sydney Rail Enterprise Agreement 1997-Stage 2
- K&S Integrated Distribution (Sydney) Enterprise Agreement 1996

1.8 Parties Bound

This Agreement applies to all permanent K&S NSW Transport employees engaged at Homebush, Enfield, Silverwater and ARC New South Wales locations.

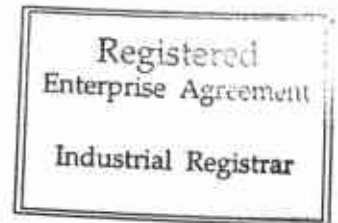


1.9 Period of Agreement

The period of this agreement is for three (3) years and expires in each Division on the following dates:

K & S Freighters	-	31st December 2000
K & S Express	-	31st December 2000
K & S Integrated Distribution	-	31st December 2000
Smorgon Business Unit	-	31st December 2000

1.0 Introduction (continued)



THE K&S PROPOSAL

- Job Security.
- Training Guarantees.
- Real Measurement of KPI's.
- No Award Changes.
- Job Security.
- Career Development.
- New Opportunities.
- 3 Year Agreement.
- New Culture.
- New Partnership.
- Awards For Service Excellence.

1.0 Introduction (continued)

1.10 Why Is This Agreement Good For Us?

This agreement is flexible enough to meet the needs of the company, our people and our customers. Anything else is not adequate and we are not prepared to negotiate our future or yours.

If K & S is successful, we are able to grow the business, improve our market share and develop our people. The benefits are mutual.

This agreement offers you the following:-

- Wage certainty over three years
- Productivity bonuses to top up wage increases
- Training guarantees
- New career development training centres
- Job security
- Retention of award conditions in the absence of agreement

1.11 Why Should K & S Be Treated Any Different?

Because in business you have to differentiate yourself if you are going to be successful. K & S wants to differentiate ourselves from our competitors through the power of our people, and the Working In Unity Partnership Agreement provides us with this opportunity.

Pattern bargain does not recognise the differences between each company. It does not identify the strengths and weakness of individual firms, the profitability or productivity of different companies or the business objectives that we are trying to achieve.



2.0 Towards 2000

2.1 This agreement is for a three year period taking the company and our people towards the year 2000.

The agreement is aligned with our three year strategic business plan and it brings together a number of customer service and people initiatives designed to make K & S a market leader.



3.0 The Challenge Of Competition

3.1 This agreement has been developed to ensure that we create a dynamic K & S organisation capable of exceeding our internal and external customer expectations, and if we are to become a market leader, we need to overcome the rapidly changing competitive pressures within the transport industry.

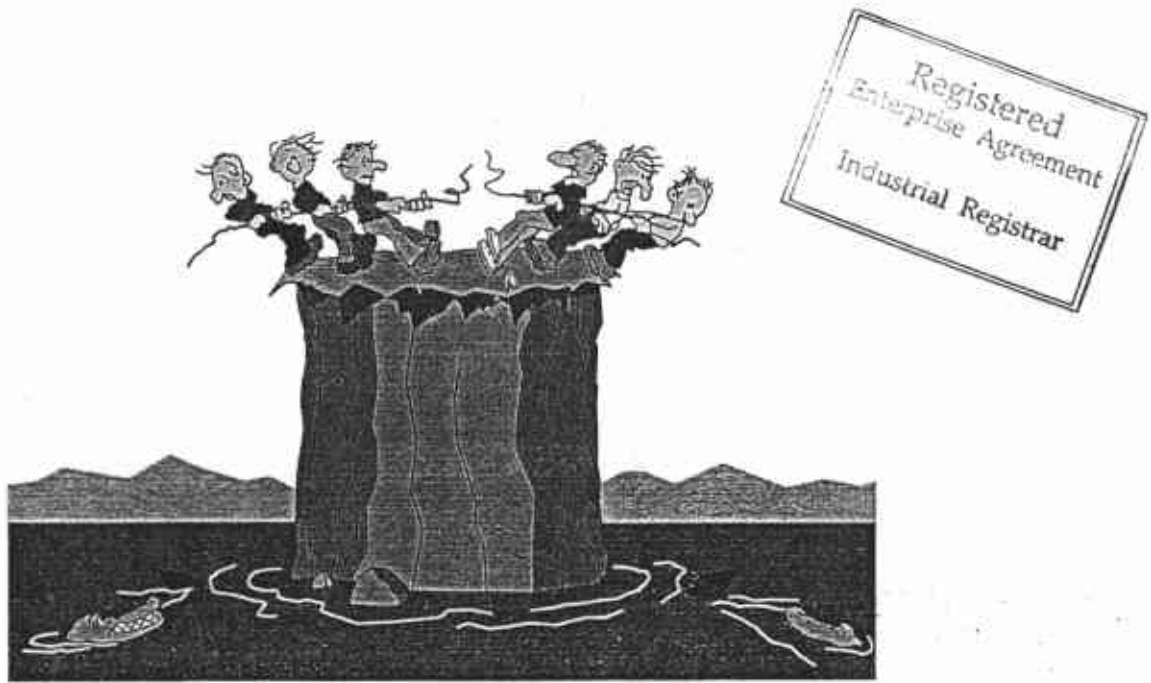
3.2 Whilst it is accepted that we have performed moderately well, we need to perform a lot better. The future cannot be taken for granted, each significant freight forwarder is worried about what is going to happen in the future. We cannot afford to ignore it.

3.3 Competition is becoming more and more fierce. We have increasing customer expectations, bigger and more highly resourced competitors and the Federal Government continues to privatise its rail assets which potentially will lead to rail making a successful assault on our road haulage business.

3.4 We believe that there is sure to be a major shakeout in the industry, a possible outcome being, three major operators within the industry. We want to make sure that we are one of the three.



K & S IS NOT AN ISLAND THERE IS FIERCE
COMPETITION OUT THERE! LET'S ALL
WORK TOGETHER IN UNITY, SO THE SHARKS
DON'T GET US!



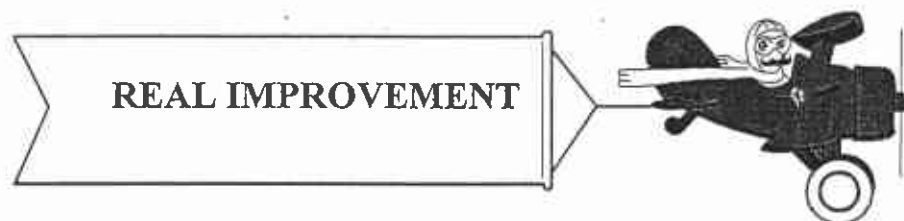
4.0 Total Customer Service

4.1 Total Customer Service or TCS is about total common sense. It is our customers who keep K & S in business and it is a customer first culture that we seek to establish in all of our operations.

4.2 There is already wide recognition of the importance of customer satisfaction, but in a changing competitive environment, standards must be continually improved in order to stay ahead of the competition.

4.3 The first module of our Total Customer Service training has been launched at K & S Express and it is our intention to roll this training out to all of our divisions.

4.4 It is agreed that an overriding priority should be to improve work processes, policies and practices, together with training and development at all levels so that customers receive real improvement in both value and service through competitive prices, higher quality and reliable on time delivery.



5.0 Best Practice & Continual Improvement Principles

5.1 Best practice is regarded as achieving best result in the transport industry when compared internally, externally or on a world scale.

5.2 The best way in which all our people in the K & S Group can make a contribution to meeting competition and providing total customer service is through participating in the continuous improvement of every aspect of their work.

5.3 Process improvement is already occurring throughout the company and will be extended and promoted across all divisions through focusing on:



- organisational flexibility
- quality process improvement affecting safety, training and people deployment
- the spread of best practice performance throughout the group through improved communication between each division
- the adoption of flexible solutions that best meet the needs of our internal customers, our external customers and operational needs.

5.4 There will be support for the transfer and adoption of best practice solutions from one work area to another. This will be undertaken through:

- information sharing
- awarding of best practice customer service awards
- an emphasis on team building

6.0 Training Guarantees & Career Development

6.1 A feature of this agreement is a commitment by K & S to provide quality training to our people not only to enable the delivery of enhanced customer service standards but also to provide our staff with substantial career opportunities and to meet their developmental needs.

6.2 The training programs will focus on competence in the delivery of client service and encourage individuals to concentrate on skill development over a period of time.

6.3 Focus groups will be established to discuss and highlight the application of competencies in the work context and will be used as examples of the type of work expected of a competent performer at each level. These focus groups will have a cross section of employees.

6.4 K & S will sponsor a training guarantee program, providing staff with an advanced level of training with formal accreditation. These skills will be portable within the industry and provide our people with significant skill recognition to advance their careers in a significant manner.

6.5 To achieve these aims, K & S will run career development centres whose major task will be to identify and develop our talented people.

6.6 The career development centres will act as a promotion tool and succession management tool. The centres will be run periodically "in house" by accredited trainers and the focus of the training will be upon the delivery of competencies within the workplace.

6.7 To be nominated to attend career development centres, our people will complete accomplishment records, highlighting the application of the competencies completed throughout the course of the year. The career development centres will use a number of assessment tools.

6.8 The career development centres will be established during 1998 and they will have a further role in assisting with the identification of further training requirements for all of our people.



6.9 The career development centres will be run by the People Centre (H.R.) and they will also be customised to accommodate different customer needs. An example being, where K & S win new contracts, the centre will be notified to develop specific needs as outlined by the customer.

6.10 The development centre will be able to make promotion recommendations to all Divisional Managers.



7.0 Performance Management

7.1 A feature of the working in unity partnership agreement will be the establishment of a quality performance management system which focuses on continual performance improvement.

7.2 Annual performance reviews of all our people will be conducted at June of every year. This will enable quality feedback to be provided to our people through performance feedback sessions.

7.3 The Components of the System:

7.4 Talent Model

The talent model will underpin the performance management system and identifies the central skills, competencies and knowledge base required by all individuals within the company

7.5 Personal Plans

The personal plan is designed to assist every person working for K & S achieve their own personal goals and the goals of the business. Guess work will no longer play a part of performance management and people will know how they are performing over long terms.

All people who manage other people will be expected to draw up their own personal plan which not only focuses on their own performance but should also focus on the development needs of the people they are managing.

7.6 Accomplishment Records

The accomplishment record is designed to allow people to demonstrate the application of various skills and attributes in the context of the day to day work they have performed. The accomplishment record form a living diary of continued process improvement and development.



7.0 Performance Management (cont)

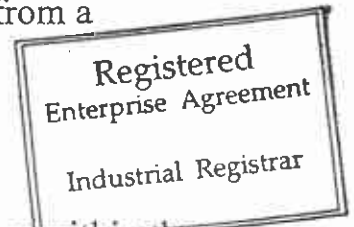
7.7 Upward Assessment & 360 Degree Assessment

This process involves the upward assessment of supervisors and managers and also feedback from peers and subordinates about your work performance. This process is an optional part of the system and is designed to encourage individuals to gain quality feedback from a number of people.

7.8 Mentoring

The company will train mentors in each division. Each person within the company, particularly new employees will be encouraged to seek out a mentor who can advise and support them in all aspects of their job and their own development.

Mentors will also be fully trained in other aspects of conditions of employment and conduct issues. They may be able to act as harassment contact officers, dispute resolution representatives and "buddies".



8.0 Building On Effective Change

8.1 The parties re-affirm commitment to the initiatives contained in the national over-arching agreement and individual site agreements across the network. These initiatives continue to be available to promote workplace quality, customer service and continuous improvement without any additional cost to the company.

8.2 The parties re-affirm their commitment to the introduction or retention of new technology at no additional cost in order to ensure the improved competitive position of the K & S Group.

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9.0 Job Security

9.1 The Company acknowledges that the benefit of this Partnership Agreement may provide us with a sustainable commercial advantage which will reflect greater job security.

9.2 In circumstances where there is an unforeseen need to reduce employment as a result of unusual commercial activities, we will prioritise the retraining and/or redeployment of all full-time employees effected by the change.

9.3 The Company will also consult with the Union should it be necessary to reduce the size of the labour force, and we will demonstrate a genuine endeavour to transfer, retrain or redeploy all staff affected. Preference will be provided to retaining all existing full-time employees.

9.4 The Company in all instances shall endeavour to limit the number of outside hires, use of agencies, and casuals in preference for full-time employment.

9.5 Where the Company is able to find alternative employment within the Group, it should be within a reasonable distance and time from the previous location of employment.

Individual hardship will be considered all of the time.



10.0 Organisational Flexibility

10.1 The parties commit to the adoption of flexible solutions that better meet our customer and operational expectations and needs. These needs can relate to resourcing, rostering, operational work processes. Particular attention will be focussed on customer service issues such as ensuring that dispatch times are consistently met for all freight shipments.

10.2 K & S acknowledge the existence of the new Work Place Relations Act and with this new legislation provides the company with a number of different alternatives to achieve organisational flexibility. However, K & S clearly states that we wish to pursue a partnership with our people and not exploit existing industrial relations legislation.

10.3 The K & S Group re-affirms its support of collective bargaining and assure the union and our people that our approach into the future will remain the same, in that our negotiations will reflect no intent of removal of, or reduction, to current employment conditions and agreements other than by a process of negotiations with and consent by appropriate Unions and their members.

10.4 The K & S Group will retain all organisational flexibility and benefits from previous enterprise bargaining agreements at no cost to the company.

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11.0 Benefit Distribution

11.1 Payment Schedule



<u>Pay Increase</u>	<u>Date</u>	<u>Conditions</u>
3%	30/10/97	Conditional Upon signing
2%	28/2/98	Key performance indicators to be established with efforts towards achieving 2% productivity savings.
3%	30/10/98	No conditions
2%	28/2/99	Key performance indicators to be established with efforts towards achieving 2% productivity savings.
2%	30/10/1999	Key performance indicators to be established with efforts towards achieving 2% productivity savings.
2%	29/2/2000	No conditions.

Refer to Appendix 1: Wage Rates

Dispute Settlement Provisions

It is acknowledged that the payments of 2% on 28 February, 1998, 28 February 1999 and 29 February 2000 are productivity linked payments assisting the achievement of a 2% productivity increase or 2% reduction in labour related costs or through the introduction of off sets. Non-achievement of these increases will result in the company and the union utilising the dispute settlement procedures outlined in the agreement and/or Award and both parties may utilise independent arbitration to ensure that the productivity achievements are obtained. Both parties commit to the process of achieving the productivity gains and the utilisation of the dispute settlement provisions in the absence of achievement. **Although the payments require the establishment of the key performance indicators it is not conditional upon the result.**

12.0 Continual Improvement - Key Performance Indicators

All parties commit to the principles of continual improvement measured over six monthly periods. The measurement periods will be:

1 January 1998	-	30 June 1998
1 July 1998	-	31 December 1998
1 January 1999	-	30 June 1999
1 July 1999	-	31 December 1999
1 January 2000	-	30 June 2000



12.1 Working in Unity is designed to improve production and efficiency and will measure where workplaces or groups adopt change, to the extent that the efficiency and standard of customer service delivery of the company improves.

12.2 Local consultative committees will identify key performance indicators for measurement. The key performance indicators should be identified and ready for measurement from 31 December 1997.

12.3 The key performance indicators will be overviewed by a review group, consisting of union representatives and selected management representatives. The purpose of the review group will be to ensure that processes and procedures are nationally consistent and that progress is made with respect to efficiency and productivity gains in a cohesive and co-operative fashion.

12.4 Basis Of Remuneration

12.5 All parties will seek to provide benchmark standards for productivity by 31st December 1997.

12.6 KPI's will measure the group's productivity. An example of key performance indicators are as follows:

- Freight damage
- Safety - hours lost or number of accidents
- Maintenance of "shotgun" starts - actual starting times
- New business leads & contacts translating into new business
- Reduced absenteeism per person
- Quality of paperwork and overall presentation
- Quality of service presentation, vehicle upkeep, driver appearance and maintenance of uniform



12.7 Process for developing key performance indicators

12.8 Key performance indicators agreed at local divisions will be recorded in writing. Any changed work practices impacting on award conditions will also be recorded in writing and referred to the union.

12.9 Local committees shall be responsible for drafting local agreements. Local agreements are to be recorded within 7 days and signed by committee representatives.

12.10 A copy is to be provided to the Group Manager - Human Resources and to relevant union officials for review, consideration and endorsement.

12.11 All local agreements will be subject to a trial period of three months with two quarterly reviews during that three month period.

12.12 Local committees shall develop strategies for improving productivity efficiency and customer service and may refer matters to the national review group.

12.13 Principles For Development

12.14 KPI's are to be developed at a local level and work group basis, but some will be developed on a consistent national basis but not nationally calculated.

12.15 Once KPI's are identified for each work group, implementation should occur at the local level.

12.16 Movement in KPI's must be explained to and understood by employees.

12.17 KPI's must measure real targets.

12.18 KPI's must measure the effectiveness of the business.

12.19 KPI's must be able to be influenced by the persons to whom they apply.

12.20 Resolving Disputes About Key Performance Indicators

12.21 If there is a dispute about the appropriate key performance indicators, or if there is a dispute about the measurement of the KPI's the following procedure should apply.

12.22 The issue of disagreement will be discussed firstly with the relevant local committee. If not resolved the issue should be referred to the national review group. If still not resolved the partnership agreement dispute resolution process should be applied.



13.0 Health Safety & Environment

13.1 The parties will support and encourage local initiatives designed to provide for risk minimisation strategies.

13.2 K & S will continue to give occupational health and safety matters the highest priority and the consultative committees will support any initiative designed to reduce work place injuries.



14.0 Termination of Agreement

14.1 This agreement may be terminated by either party provided that:-

(a) Six (6) weeks' notice of termination is given in writing to the other party with such notice being given no earlier than 30 November 1999 and no later than 31 December 1999.

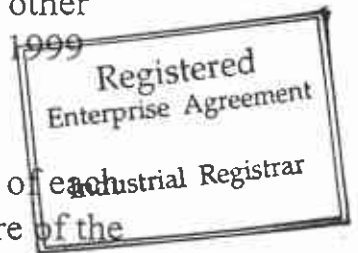
(b) The notice of termination specifies and gives full particulars of each of the grounds relied upon, such grounds comprising one or more of the following:

- I. The other party has committed and refused to remedy a fundamental breach of this agreement such that termination is warranted in all the circumstances;
- II. Since the commencement of this agreement circumstances have altered to such an extent beyond what could have been reasonably anticipated that this agreement is rendered unviable, inappropriate or inadequate.

(c) The grounds cited in the notice of termination are bona fide grounds, have a reasonable and substantiated basis in fact, and have been put forward in good faith.

(d) Notice of termination is followed by a secret ballot in which more than 50% of the persons for the time being employed under this agreement indicate support for such termination, the secret ballot having been conducted otherwise in accordance with the Union's registered rules by the State Electoral Commission or other such competent body.

(e) Prior to expiry of the notice period the parties have genuinely endeavoured to resolve all issues between them in accordance with the disputes procedure set out in this agreement.



14.2 Reasons for Termination

(I) Inflation as measured by the index of underlying inflation as defined by the Commonwealth Treasury, is significantly higher than 4% per year after 1998/99.

(II) K & S experiences commercial problems and cannot compete for the customer's business.

(III) The major competitors of K & S enter into arrangements applicable after 1997 which involve, for employee transport workers, a more advantageous rate or basis of pay and adjustments thereto than would be available to comparable K & S employees; or

(IV) The NSW IRC or any successor body makes award test case or State Wage Case decisions which, having regard to general industry arrangements and detail provide for a more advantageous rate or basis of pay or competitive conditions thereto than would be available to comparable K & S employees.



14.3 Specific ways in which the terms may be varied

(I) In accordance with the above conditions, the rates of pay, allowances or other remuneration to apply at any particular point in time, may be varied to the extent that;

(II) The level and timing of each increase may be varied only upon application to the union and/or NSW IRC or any successor body and only by K & S Group Pty Ltd in accordance with the above conditions and/or circumstances

(III) The classification structure, including number of levels, definitions, particular duties; or other conditions where having regard to general industry conditions that K & S have less advantageous flexible working arrangements making K & S less competitive than our major competitors and cannot compete for customer's business.

(iv) The pay system, including its replacement with a new and more favourable performance or productivity based pay scheme.

(v) Any applications for changes to the agreement or notification of changes require both parties to consult fully with each other and in the absence of agreement, the dispute procedure will apply and the NSW IRC may be called upon to arbitrate.



15.0 No Further Claims

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

There will be no further general pay increases during the life of the Agreement, except those stipulated in the Agreement. national wage movements will not apply to employees covered by this Agreement.

All parties agree to meet to review the success of Working in Unity and set up a future framework for the next Partnership Agreement with the following timeframe:

- **K & S Freighters** prior to the end of this Agreement, but no earlier than 30 September 2000
- **K & S Express** prior to the end of this Agreement, but no earlier than 30 September 2000
- **K & S Integrated Distribution** prior to the end of this Agreement, but no earlier than 30 September 2000
- **Smorgon Business Unit** prior to the end of this Agreement, but no earlier than 30 September 2000



16.0 Implementation

16.1 The company will present the working in unity partnership agreement to all workplaces and in consultation with the consultative committees conduct a vote for the introduction of the partnership agreement.

16.2 Once the partnership agreement is established the parties agree to establish monitoring arrangements at the national and state levels to support implementation of this agreement and associated initiatives.



17.0 Settlement of Disputes Procedure

17.1 During the period of this agreement any disputes over the application or interpretation of the agreement or the measurement of key performance indicators shall be resolved in accordance with established dispute settlement provisions pursuant to the Transport Industry State Award and enterprise bargaining agreements, without implementation of any industrial action of any type until this process is exhausted.

17.2 The parties acknowledge that we are a customer service orientated company and that we must guarantee continual service to our customers and any dispute should be resolved without impact to our customers.

17.3 The foregoing does not inhibit early notification to the New South Wales Industrial Relations Commission of any matter in accordance with the Industrial Relations Act 1996 (NSW) should this be considered desirable by either party.



18.0 A Word From Our Managing Director - Ivan Backman

18.1 "The Working In Unity Partnership Agreement, represents a significant opportunity for all of the K & S People, management and employees alike, to seize an opportunity to drive our future together co-operatively towards the year 2000, aligning our business strategy with our people strategy.

Although this will be our third enterprise bargaining agreement with the union, it never the less, is a "watershed" in our relationship given the commitments that our company are providing to our people.

I commend this document to you, because it represents a substantial change to the way we do business with our own people. It represents a cultural agreement which will place customer service standards and our own people standards well above the industry norm.

Career development opportunities, succession management, performance management, productivity bonuses, key performance indicators and many other initiatives all represent a significant change to the way we manage our most important asset, you our people.

But rather than being scared by change, we should embrace these initiatives for they represent the way of the future and will provide K & S with a blueprint for the future, a blue print for growth and continual improvement.

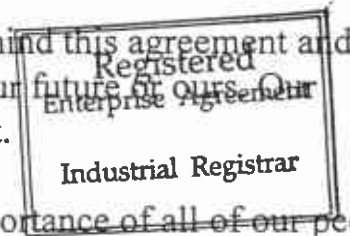
Our company cannot afford to sit back and wait for our competitors to lead change, we must secure our future in an increasingly competitive market and carve out our own existence, based upon the needs of you our people and the company together, and not worry about what is happening else where.

If K & S is successful and I am sure it will under the Working In Unity Partnership Agreement, then the benefits of success can be shared equally.

"This document is a partnership, a partnership between the union, our people, our customers and the company. Partnerships imply co-operation, relationships, trust and integrity."

This agreement provides a very satisfactory wage outcome for our people and I am sure that when you give consideration to the benefits of this agreement you will agree that the opportunities and real improvements that the Partnership Agreement will provide for your wages and employment conditions far exceed anything that has been proposed and certainly compares favourably with the suggested 5 and 5 claim which is being discussed at an industry level.

I urge all stakeholders within K & S to get behind this agreement and support it. We do not wish to negotiate for your future or ours. Our livelihood and yours are too important for that.



The partnership agreement recognises the importance of all of our people and seeks to establish for us a competitive and sustainable advantage in the market place. This can only be good for all of us.

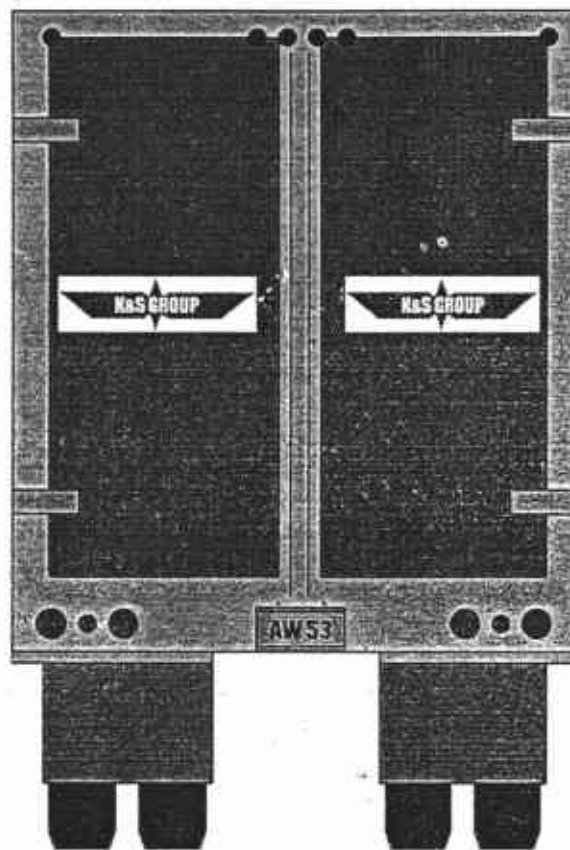
I sincerely trust that you will accept this agreement positively and that the initiatives are adopted quickly and efficiently.

Yours sincerely

Ivan Backman
Managing Director



AT K & S WE WANT TO STAY
AHEAD OF THE COMPETITION



APPENDIX 1: Wage Rates

NSW - Express-Homebush, Freighters-Enfield, KSID-Sydney, Smorgon Business Unit

PAY SCHEDULE

GRADE	EXISTING RATE OF PAY	3% Increase effective 30/10/97	2% Increase effective 28/02/98	3% Increase effective 30/10/98	2% Increase effective 28/02/99	3% Increase effective 30/10/99	2% Increase effective 30/10/99	2% Increase effective 29/02/00
1	446.66	460.05	469.25	483.35	493.00	502.90	502.90	512.95
2	462.30	476.20	485.70	500.25	510.30	520.50	520.50	530.90
3	473.11	487.30	497.05	511.95	522.20	532.65	532.65	543.30
4	482.54	497.05	506.95	522.20	532.60	543.25	543.25	554.15
5	506.81	522.00	532.45	548.45	559.40	570.60	570.60	582.00
6	512.90	528.30	538.85	555.05	566.15	577.45	577.45	589.00
7	531.41	547.35	558.30	575.05	586.55	598.28	598.28	610.25
8	569.14	586.20	597.95	615.90	628.20	640.75	640.75	653.60





SIGNATORIES - K & S GROUP WORKING IN UNITY PARTNERSHIP AGREEMENT

SIGNED for and on behalf of
K & S GROUP PTY LTD

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In the presence of:

Date: 2.9.98.

SIGNED for and on behalf of
THE TRANSPORT WORKERS UNION
OF AUSTRALIA (NEW SOUTH WALES
BRANCH)

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In the presence of:

Date: 2.9.98