

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/56

TITLE: Blue Collar (NSW) Pty Limited Enterprise Agreement 2003

I.R.C. NO: IRC3/1363

DATE APPROVED/COMMENCEMENT: 18 March 2003/1 March 2003

TERM: 1 March 2006

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Blue Collar (NSW) Pty Limited who fall within the coverage of the Transport Industry (State) Award

PARTIES: Blue Collar (NSW) Pty Ltd -&- the Transport Workers' Union of New South Wales



**BLUE COLLAR (NSW) PTY LIMITED
AGREEMENT 2003**

BETWEEN

**BLUE COLLAR (NSW) PTY LIMITED
ACN 103 337 793**

AND

**TRANSPORT WORKERS' UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH**



**BLUE COLLAR PTY LIMITED ACN 103 337 793
ENTERPRISE AGREEMENT 2003**

1. TITLE

This agreement shall be known as the Blue Collar (NSW) Pty Limited Enterprise Agreement 2003.

2. ARRANGEMENT

This agreement is arranged as follows:

PART A

1. Title
2. Arrangement
3. Purpose
4. Incidence and Duration
5. No Extra Claims
6. Commitment by the Company
7. Commitment by the Employees
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9. Rostered Days Off
10. Payment of Wages
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15. Annual Leave
16. TWU Delegate Training
17. Individual Grievance Procedure
18. Hours of Work
19. Overtime
20. Redundancy
21. Place of Work
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PART B

1. Wages and Allowances

3. PURPOSE

3.1 The purpose of this agreement is to:

- Enhance productivity and efficiency of the employer's operation.
- Provide employees with access to more varied, fulfilling and better paid jobs.
- Ensure that productivity improvements are an ongoing process and not limited to immediate targets..

- Provide the Company's employees with in house and external training, including training in accordance with the requirements of Blue Card (TDT F1 9713) and induction training, which includes recognition and promotion of the role of the TWU at the work place.

4. INCIDENCE, DURATION & NOMINAL TERM

- 4.1 This agreement, the Award and the documents noted in Clause 12, include all conditions of employment. Any matter not covered shall be addressed by the Settlement of Disputes Clause.
- 4.2 Any inconsistency between the Award and this Agreement, the agreement shall prevail. The Agreement shall, 'operate from the first full pay period on or after 1 March, 2003, and shall remain in force until 1 March 2006 unless varied or terminated earlier in accordance with the New South Wales Industrial Relations Act, 1996.
- 4.3 It is the intention of the parties to commence negotiation of the next agreement no later than 1 October 2005 and that any outcome will not apply until after 1 March 2006

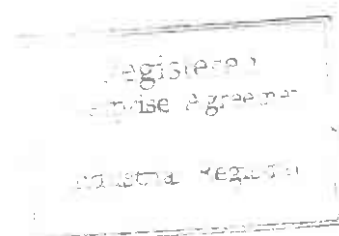
5. NO EXTRA CLAIMS

The TWU and all employees bound by this agreement will not pursue or take industrial action in support of any extra claims for over award payments or conditions for the life of this agreement.

6. COMMITMENT BY THE COMPANY

By entering this agreement the employer hereby makes a commitment to:

- 6.1 The full-time employment of its employees and when unavailable, to use casual or part-time labour or contractors. Such employees shall be engaged in accordance with the award. Site rates shall apply to all labour hire employees.
- 6.2 Ensure that all employees covered by this agreement will receive the appropriate rates of remuneration as set out in Part B of this agreement.
- 6.3 Apply the relevant industrial laws, (including but not limited to Occupation Health and Safety) which govern the employment of all their employees.
- 6.4 The training of employees as required to increase safety and efficiency. The training includes, but is not limited to, driving hours and truck safety, general occupational health and safety, industrial relations and consultation and company policies and procedures, and includes training by an Accredited training body which may be off-site or in-house.
- 6.5 Payment for training shall be in accordance with this Agreement.
- 6.6 Provide any equipment required to adequately perform the task.
- 6.7 Provide all new permanent employees with uniforms. 5 high visibility polo shirts, 2 pair of pants, bomber jacket and steel cap shoes. This will be replaced on a fair wear and tear basis.
- 6.8 Casuals will be required to supply their own steel cap shoes and high visibility shirts or vests.]



7. COMMITMENT BY THE EMPLOYEE

By entering this agreement the employee makes the commitment to:

- 7.1 Work together with management in developing a culture of co-operation and on-going improvement incorporating Key Performance Indicators.
- 7.2 Participate in the acceptance of new technology to assist in the ongoing process of productivity and improvement through consultation with all parties.
- 7.3 Present themselves for work in clothing provided by the Company.
- 7.4 Keep the allocated vehicle in clean condition inside and out.
- 7.5 Drivers shall use Walk-Behind Transporters and Forklifts to load and unload vehicles and move freight.
- 7.6 Employees will advise the employer on the day before of the unavailability to work overtime.
- 7.7 Take meal breaks to suit the job at hand.

8. SICK LEAVE

- 8.1 All weekly hire employees shall be entitled to five (5) days sick leave with pay during the first year employment, provided an employee will not be entitled to use such sick leave until the completion of the three (3) months service in the first year.
- 8.2 All weekly hire employees are entitled to eight (8) days sick leave with pay for each Additional year of service. Unused sick leave shall accumulate from year to year.
- 8.3 All Employees must notify the Employer of any absence, not less than one hour prior to starting time and indicate the expected duration of absence.
- 8.4 Each employee will be entitled to 2 days sick leave per year without a doctor's certificate. Any sick days thereafter must be accompanied with a doctor's certificate, *if requested.*

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9. ROSTERED DAYS OFF

- 9.1 An employee is required to work an average of 38 ordinary hours per week by working 8 hours per day for 19 days in each 4 week cycle and accumulating 1 rostered day off in that cycle.
- 9.2 An employee shall take their rostered day off at a time directed by the Company to suit the work load. ie: Tuesday's & Wednesday's.
- 9.3 Rostered days off may accumulate to a maximum of 10 days.
- 9.4 Employees may elect to have accrued rostered days payed out at the ordinary rate as prescribed in Part B of this Agreement. .



10. PAYMENT OF WAGES

- 10.1 Employees whether weekly hire or casuals will be paid by electronic funds transfer overnight on Wednesday of each week.
- 10.2 Overtime on wages Monday to Sunday previous week will be paid on Wednesday of each week unless the weekly cycle is varied by public holidays.

11. MEASURES TO INCREASE EFFICIENCY

- 11.1 The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative-mechanisms involving the Company, the Employees and the TWU.

12. CONDITIONS OF EMPLOYMENT

- 12.1 Each employee and new employees covered by this agreement will receive a copy of the Drivers Manual and Site Safety and the Entrance Policy. These documents are part of the conditions of employment. Further all employees will complete the Blue Card OH&S requirement as well as being given the opportunity to join the Transport Worker Union as part of the induction process.

13. SETTLEMENT OF DISPUTES

- 13.1 The parties have agreed that the following disputes settlement procedure shall apply:
- 13.1.1 The matter should first be discussed at the workplace level between the employee's TWU Delegates and relevant Management.
- 13.1.2 If the matter is not settled, discussions shall occur between the, appropriated TWU official and Management.
- 13.1.3 If the matter is still not settled, it may be referred to the Industrial Relations Commission of New South Wales by either party to conciliate the matter.
- 13.1.4 Whilst the above Procedure is being followed work will continue as directed, except in circumstances where employees have genuine concerns for their health and safety.
- 13.1.5 This dispute settlement procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of employment of employees employed by the Company.

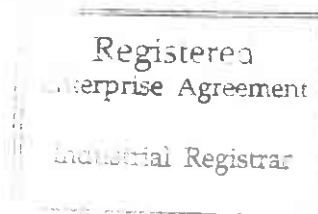
14. SUPERANNUATION

- 14.1 The Company agrees to make contributions with respect to all its employees to the TWU Superannuation Fund, of an amount no less than required under the Superannuation Guarantee Levy or the Company's legal obligations.

15. ANNUAL LEAVE

- 15.1 *other than by agreement* Annual leave shall not be taken during ~~busy periods~~ *the* (eg, Christmas and Easter) ~~breaks~~.

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16. TWU DELGATE TRAINING

16.1 The TWU delegate or delegates shall be entitled to a paid aggregate of five (5) days Trade Union Training in any year (a total of 5 days to be shared amongst all TWU delegates on site). A further five days may be agreed between the parties for attendance of industry and 1 or general delegate conferences.

17. INDIVIDUAL GRIEVANCE PROCEDURES

17.1 It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages.

17.2 The following procedures are to be adopted in the resolution of individual employee grievances:

17.2.1 The employee may, during the following process, have in attendance a representative of the Union if the employee so requests.

17.2.2 An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within 24 hours.

17.2.3 In the event the grievance cannot be resolved at this level, one or more of the following options shall be adopted as a means of resolution:

- (i) the supervisor shall refer the grievance to more senior management for resolution within a further 24 hours;
- (ii) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy;
- (iii) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Commission of New South Wales for resolution and such resolutions shall be binding on all parties subject to appeal rights

17.3 While the above procedures are being followed normal work shall continue.

18. HOURS

18.1 The ordinary spread of hours will be as stated in the Award. Using a consultative process the spread of hours may be varied to suit a particular business or individual's needs. This cannot result in any individual working more than 8 hours per shift ordinary time unless working under the provisions of 18.2.

18.2 Alternatively shifts such as 4 x 10 hours days for ordinary time will be discussed with the employees and TWU.

18.3 In the event of clauses 18.1 and 18.2 being utilised the union must be invited to participate in the discussions and become a party to any agreement reached. Any such agreement has no effect unless executed by Blue Collar and the State Secretary of the T.W.U. and if so executed shall be deemed to be an enforceable part of this agreement. .

18.4 Rostered shifts including Saturdays and Sundays shall be required as stated in the Award.



18.5 Start time may be varied by not more than 2 hours either side of the nominated start time by the employer to suit business needs. Notice of such change must be given prior to completing the prior shift.

19. OVERTIME

19.1 Overtime at the rate of time and one-half for the first two (2) hours and double time thereafter shall be paid to all employees, including casuals.

19.2 An employee will be entitled to at least an eight (8) hour break between the completion of overtime and the commencement of the next shift.

19.3 An employee will not be entitled to paid crib break when working overtime.

20. REDUNDANCY

20.1 Redundancy shall be paid in accordance with the Award.

21. PLACE OF WORK

21.1 Employees may be required to commence work within a 10-kilometre radius of their normal place of work. Where possible notice will be given before the employee finishes their previous shift.

22. DEFINITIONS

In this Agreement, unless the context otherwise requires:

"Award" means "The Transport Industry (State) Award".

"Agreement" means the Blue Collar (NSW) Pty Limited Enterprise Agreement 2003.

"Employer" means Blue Collar (NSW) Pty Limited.

"Employee" means any employee whose work is covered by this Agreement.

"TWU" means the Transport Workers Union of Australia, New South Wales Branch.

"Delegate" means an employee representative of the Transport Workers Union of Australia, New South Wales Branch. .



PART B

1. WAGES - WEEKLY EMPLOYEES

1.1 Wages - Weekly Employees

The classifications shall be based on the classifications prescribed by the Award.

Classification	First full pay period on or after					
	1/3/2003	1/9/2003	1/3/2004	1/9/2004	1/3/2005	1/9/2005
Transport Worker Grade 1	\$546.02	\$562.40	\$573.64	\$590.84	\$602.65	\$620.72
Transport Worker Grade 2	\$565.56	\$582.52	\$594.17	\$611.99	\$624.22	\$642.94
Transport Worker Grade 3	\$578.29	\$595.63	\$607.54	\$625.76	\$638.27	\$657.41
Transport Worker Grade 4	\$589.78	\$607.47	\$619.69	\$638.28	\$651.04	\$670.57
Transport Worker Grade 5	\$619.49	\$638.07	\$650.83	\$670.35	\$683.75	\$704.26
Transport Worker Grade 6	\$626.94	\$645.74	\$658.65	\$678.40	\$691.96	\$712.71
Transport Worker Grade 7	\$649.56	\$669.04	\$682.42	\$702.90	\$716.94	\$738.44
Transport Worker Grade 8	\$695.64	\$716.50	\$730.83	\$752.75	\$767.80	\$790.83

1.2 Wages - Weekly Employees Hourly Rates

Classification	First full pay period on or after					
	1/3/2003	1/9/2003	1/3/2004	1/9/2004	1/3/2005	1/9/2005
Transport Worker Grade 1	\$14.36	\$14.80	\$15.09	\$15.54	\$15.85	\$16.33
Transport Worker Grade 2	\$14.88	\$15.32	\$15.63	\$16.10	\$16.42	\$16.91
Transport Worker Grade 3	\$15.21	\$15.67	\$15.98	\$16.46	\$16.79	\$17.30
Transport Worker Grade 4	\$15.52	\$15.98	\$16.30	\$16.79	\$17.13	\$17.64
Transport Worker Grade 5	\$16.30	\$16.79	\$17.12	\$17.64	\$17.99	\$18.53
Transport Worker Grade 6	\$16.49	\$16.99	\$17.33	\$17.85	\$18.20	\$18.75
Transport Worker Grade 7	\$17.09	\$17.60	\$17.95	\$18.49	\$18.86	\$19.43
Transport Worker Grade 8	\$18.30	\$18.85	\$19.23	\$19.80	\$20.20	\$20.81

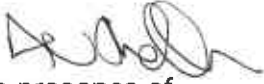
1.3 Alternate payment structures.

During the life of this Agreement the Transport Workers Union, Blue Collar P/L and the consultative committee shall negotiate an alternative incentive payment structure (eg. Trip rates/pallet rates) under pinned by the Award. .



The parties hereby witness this agreement as follows:-

SIGNED on behalf of the TRANSPORT
WORKERS UNION OF AUSTRALIA,
NEW SOUTH WALES BRANCH)
)
)



In the presence of)

30.1.03 WJ Formo

DATED:

A. Sheldon
.....
PRINT NAME:

ANTHONY SHELDON
.....
PRINT NAME:

SIGNED on behalf of BLUE COLLAR
(NSW) PTY LIMITED)
)



In the presence of)

30.1.03 WJ Formo

DATED:

CYNTHIA SMITH
.....
PRINT NAME:

