

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/74

**TITLE:** Smith Bros Trade & Transport Terminal Pty Limited Enterprise Agreement 2003

**I.R.C. NO:** IRC3/1773

**DATE APPROVED/COMMENCEMENT:** 7 April 2003/Commenced 1 January 2003

**TERM:** 31 December 2004

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 23 May 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Smith Bros Trade & Transport Terminal Pty Ltd who fall within the coverage of the Transport Industry (State) Award.

**PARTIES:** Smith Bros Trade & Transport Terminal Pty Limited -&- the Transport Workers' Union of New South Wales



# SMITH BROS TRADE & TRANSPORT TERMINAL PTY LIMITED

## ENTERPRISE AGREEMENT 2003

### 1. TITLE

This agreement shall be known as the Smith Bros Trade & Transport Terminal Pty Limited Enterprise Agreement 2003.

### 2. ARRANGEMENT

This agreement is arranged as follows:

#### PART A

1. Title
2. Arrangement
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5. No Extra Claims
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7. Commitment by the Employees
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10. Hours of Work
11. Overtime
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16. Superannuation
17. Income & Financial Protection
18. TWU Delegate Training
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20. Redundancy
21. Individual Grievance Procedure
22. Settlement of Disputes
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24. Rates of pay – weekly employees
25. Rates of pay – casual employees
26. 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, and
- Ensure that productivity improvements are an ongoing process and not limited to immediate targets.
- Provide the Company's employees under this agreement with in-house and external training, including training in accordance with the requirements of TDT (Transport & Distribution Training) and Bluecard where appropriate.

### **4. INCIDENCE, DURATION & NOMINAL TERM**

- 4.1 This agreement, the Award and the documents noted in Clause 9, include all conditions of employment. Any matter not covered shall be addressed by the Settlement of Disputes Clause.
- 4.2 Where this Agreement does not deal with a term or condition of employment the Award will apply.
- 4.3 This agreement shall apply to employee's employed by the Company who's employment would be subject to the terms and conditions of the Award but for this Agreement.
- 4.4 In this agreement to the extent of any inconsistency between the Award and this Agreement, this Agreement shall prevail. The Agreement shall operate from the first full pay period on or after 1 January, 2003, and shall remain in force until 31 December 2004 unless varied or terminated earlier in accordance with the New South Wales Industrial Relations Act, 1996.

### **5. NO EXTRA CLAIMS**

- 5.1 It is a term of this agreement that the TWU and all employees bound by this agreement, will not pursue or take industrial action in support of any extra claims, award or over award, for the life of this agreement.
- 5.2 The parties to this Agreement undertake to make no extra claims in respect of wages and conditions to apply under this Agreement until 30 December, 2004.
- 5.3 The wage rates set out in Part B of this Agreement shall remain in effect until 1 March, 2005.

- 5.4 The wage rates set out in Part B of this Agreement shall, to the extent that such rates are greater than the Award, absorb any such Award increases, which may occur during the nominal period of this Agreement and the effective period of the rates set out in this Agreement in accordance with 23.2 of this Agreement.

## 6. COMMITMENT BY THE COMPANY

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

- 6.1 The full-time employment of its employees and subject to operational requirements, to use casual or part-time labour or contractors.
- 6.2 Ensure that all employees covered in this Agreement by the Company shall be paid the appropriate rates of remuneration, wages and allowances, as set out in Part B of this Agreement. In addition, the Company will apply all other conditions of this agreement.
- 6.3 Apply the relevant industrial laws, (including but not limited to Occupation Health and Safety) that 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 and truck safety, general occupational health and safety, industrial relations and consultation and company policies and procedures, and includes training by DECA and other bodies and may be off-sites or in-house.
- 6.5 Payment for training shall be in accordance with the Award.
- 6.6 Provide any equipment required to adequately perform the task.
- 6.7 Provide work gear to permanent employees on an annual basis which includes three shirts and one pair of safety boots. Every two years the Company will provide one jacket and one raincoat.

## 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.
- 7.2 Participate in the on-going process of productivity, 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 Assist in loading and unloading of containers, as part of normal duties. Shipper/consignee to provide one other person to assist plus a forklift driver as a minimum requirement.
- 7.6 Where practicable, notify the employer of any absence, including but not limited to, sick leave, one hour prior to the normal starting time and indicate the expected duration of the absence.
- 7.7 Where practicable, employees will advise the employer on the day before of the unavailability to work overtime.

## 8. MEASURES TO INCREASE EFFICIENCY

- 8.1 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.

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## 9. CONDITIONS OF EMPLOYMENT

- 9.1 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.

## 10. START TIMES

- 10.1 Ordinary hours of work shall be 8 hours per day worked in accordance with the Award.
- 10.2 For the purposes of calculating overtime only, where an employee commences work at or subsequent to 0400 and prior to 0500 on any day Monday to Friday overtime will be calculated after the first eight hours of work.
- 10.3 It is not the intention of this clause to reduce any entitlement to overtime that an employee is entitled to under the terms and conditions of the Award.
- 10.5 To ensure that no employee is disadvantaged by the operation of this clause the Company will offer any employee commencing work at or subsequent to 0400 and prior to 0500 work until 1400. If the employee elects to finish work prior to 1400, the employee will only receive payment for the time worked. In these circumstances such time will be paid at ordinary time for the first 8 hours and overtime in accordance with the Award thereafter.

## 11. OVERTIME

- 11.1 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, in the following circumstances:

11.1.1 For all time worked in excess of an average of 38 hours per week;

11.1.2 For all time worked in excess of 8 hours per day providing that overtime shall only apply after the fixed finishing time;

11.1.3 For overtime worked past midnight;

11.2 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.

## **12. ROSTERED DAYS OFF**

12.1 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.

12.2 An employee may elect to take their rostered day off at a time directed by the Company within the 4 week cycle in which the day was accrued or to have the day paid out at the ordinary rate of pay prescribed in Part B of this Agreement.

12.3 If a rostered day off is not taken within the 4 week cycle in which it was accrued an employee may take this day at a time agreed with the Company. Rostered days off shall accumulate to a maximum of 10 days.

## **13. SICK LEAVE**

13.1 All weekly hire employees shall be entitled to five (5) days sick leave with pay during the first year of 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.

13.2 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.

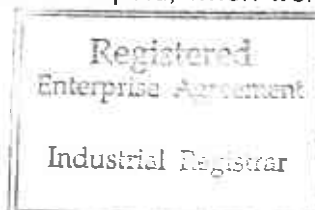
13.3 After accumulating 4 day's sick leave the Company shall pay out an employee's sick leave, in excess of 4 days if requested.

## **14. TEA MONEY**

14.1 Tea money will be paid if required to work to 5.00pm or after and the employee has worked at least two hours of overtime immediately following ordinary hours.

14.2 An employee will not be entitled to a crib break, paid or unpaid, when working overtime or working Saturday's and Sunday's.

## **15. PAYMENT OF WAGES**



- 15.1 Employees whether weekly hire or casuals will be paid by electronic funds transfer overnight on Wednesday of each week.
- 15.2 Overtime on wages Monday to Sunday previous week will be paid on Wednesday of each week.

**16. SUPERANNUATION**

- 16.1 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.

**17. INCOME AND FINANCIAL PROTECTION**

- 17.1 Each employee and new employee shall have the option to sign an Authority to Deduct From Wages Form. The form authorises the employer to deduct 2.75% of the appropriate wages (gross wage excluding allowances) applicable in Part B of this Agreement.
- 17.2 The Company will deposit the deduction in 15.1 in to each employee's account in the Heath Group Insurance Fund. The Company will forward one cheque on a monthly basis accompanied by individual employee details.

**18. TWU DELGATE TRAINING**

- 18.1 The TWU delegate or delegates shall be allowed a paid and 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). An Aggregate of a further five days may be agreed between the parties.

**19. CASUAL EMPLOYEES**

- 19.1 The number of casual employees employed by the Company shall be in accordance with operational requirements.

**20. REDUNDANCY**

- 20.1 Redundancy shall be paid in accordance with the Award.

**21. INDIVIDUAL GRIEVANCE PROCEDURES**

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



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

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

21.2.2 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.

21.2.3 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) Following 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, either party may elect to refer the grievance to the Industrial Commission of New South Wales.

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

## 22. SETTLEMENT OF DISPUTES

22.1 The parties have agreed that the following disputes settlement procedure shall apply:

22.1.2 The matter should first be discussed at the workplace level between the employee's TWU Delegates and relevant Management.

22.1.3 If the matter is not settled, discussions shall occur between the appropriated TWU official and Management.

22.1.4 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.

22.4.5 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.

22.1.6 This dispute settlement procedure will apply to any dispute or claim arising out of the application of this Agreement or the Award.

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**23. DEFINITIONS**

In this Agreement, unless the context otherwise requires:

"Award means The Transport Industry (State) Award (NSW)" as it reads at the date of making this agreement.

"Agreement" means the Smith Bros Trade & Transport Enterprise Agreement 2003.

"Company" means Smith Bros Trade & Transport Terminal Pty Ltd.

"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.

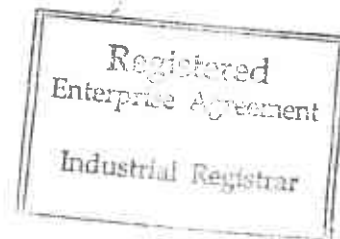


**PART B****24. WAGES – WEEKLY EMPLOYEES**

## 24.1 Wages – Weekly Employees

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

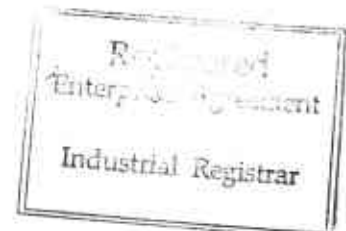
Classification	First full pay period on or after 1/3/2003	First full pay period on or after 1/9/2003	First full pay period on or after 1/3/2004	First full pay period on or after 1/9/2004
Transport Worker Grade 1	\$548.16	\$559.12	\$570.31	\$587.42
Transport Worker Grade 2	\$566.56	\$583.56	\$595.23	\$613.09
Transport Worker Grade 3	\$579.37	\$596.75	\$608.68	\$626.94
Transport Worker Grade 4	\$590.56	\$608.28	\$620.44	\$639.06
Transport Worker Grade 5	\$618.99	\$637.55	\$650.30	\$669.82
Transport Worker Grade 6	\$626.50	\$645.30	\$658.20	\$677.95
Transport Worker Grade 7	\$648.84	\$668.30	\$681.67	\$702.12
Transport Worker Grade 8	\$694.96	\$715.81	\$730.13	\$752.04



## 24.2 Wages – Weekly Employees Hourly Rates

Classification	First full pay period on or after 1/3/2003	First full pay period on or after 1/9/2003	First full pay period on or after 1/3/2004	First full pay period on or after 1/9/2004
Transport Worker Grade 1	\$14.42	\$14.71	\$15.00	\$15.45
Transport Worker Grade 2	\$14.90	\$15.35	\$15.66	\$16.13
Transport Worker Grade 3	\$15.24	\$15.70	\$16.01	\$16.49
Transport Worker Grade 4	\$15.54	\$16.00	\$16.32	\$16.81
Transport Worker Grade 5	\$16.28	\$16.77	\$17.11	\$17.63
Transport Worker Grade 6	\$16.48	\$16.98	\$17.32	\$17.84
Transport Worker Grade 7	\$17.07	\$17.58	\$17.93	\$18.48
Transport Worker Grade 8	\$18.28	\$18.83	\$19.21	\$19.79

The above rates of pay are for those drivers having an RDO (one per month) which shall be at a mutually agreed time; provided that when an employee cannot be gainfully employed, the Company may instruct an employee to take an RDO.



**25. HOURLY RATES – CASUAL EMPLOYEES**

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

Classification	First full pay period on or after 1/3/2003	First full pay period on or after 1/9/2003	First full pay period on or after 1/3/2004	First full pay period on or after 1/9/2004
Transport Worker Grade 1	\$16.34	\$16.83	\$17.16	\$17.68
Transport Worker Grade 2	\$16.87	\$17.38	\$17.73	\$18.26
Transport Worker Grade 3	\$17.26	\$17.78	\$18.13	\$18.68
Transport Worker Grade 4	\$17.60	\$18.13	\$18.49	\$19.05
Transport Worker Grade 5	\$18.44	\$18.99	\$19.37	\$19.96
Transport Worker Grade 6	\$18.66	\$19.22	\$19.61	\$20.20
Transport Worker Grade 7	\$19.33	\$19.91	\$20.31	\$20.92
Transport Worker Grade 8	\$20.70	\$21.32	\$21.75	\$22.40

**NOTE**

The above rates apply (adjusted to hourly rates on the basis of a 38 hour week) for overtime, and superannuation. The above rates do not include a loading in lieu of annual leave or 1.5% for income insurance.

**26. ALLOWANCES**

26.1 Allowances will be paid in accordance with the Award.



SIGNED FOR AND ON BEHALF OF  
Smith Bros Trade & Transport Enterprise Agreement Pty. Limited 2003

Signature: T.F.

Name: TERRY TZANEROS

Occupation: DIRECTOR

Witness: [Signature] KEVIN KEMMIS

Date: 14/03/03

SIGNED FOR AND ON BEHALF OF  
Transport Workers' Union of Australia  
New South Wales Branch

Signature: [Signature]

Name: A. Shelton

Position: State Secretary

Witness: [Signature] 11/3/03  
Warrick Irvine

SIGNED FOR AND ON BEHALF OF  
Employees

Signature: [Signature]

Name: Dennis McCann

Position: UNION DELEGATE

Witness: [Signature] H.K. Morgan

