

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/137

**TITLE: K&S Freighters Pty Ltd Transport Employees (Hope Street, Enfield and Roberts Road Greenacre Sites - New South Wales) Agreement 2003**

**I.R.C. NO:** IRC4/1548

**DATE APPROVED/COMMENCEMENT:** 15 April 2004

**TERM:** 20 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/247

**GAZETTAL REFERENCE:** 18 June 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by K&S Freighters Pty Ltd located at 2 Hope Street, Enfield NSW 2136 employed at Hope Street, Enfield and Roberts Road, Greenacre who fall within the coverage of Transport Industry (State) Award

**PARTIES:** K&S Freighters Pty Ltd -&- the Transport Workers' Union of New South Wales

**K&S FREIGHTERS PTY LTD TRANSPORT EMPLOYEES  
(HOPE STREET, ENFIELD and ROBERTS ROAD, GREENACRE SITES -  
NEW SOUTH WALES) AGREEMENT 2003**

**1. Title**

This agreement shall be known as the K & S Freighters Pty Ltd Transport Employees (Hope Street, Enfield and Roberts Road, Greenacre Sites - New South Wales) Agreement 2003.

**2. Arrangement**

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### **3. Parties Bound**

This agreement shall be binding upon K&S Freighters Pty Ltd ("the Company") and its employees at the Company's sites at Hope Street, Enfield and Roberts Road, Greenacre.

### **4. Duration**

This agreement shall operate from 15 April 2004 and shall remain in force until 31st December 2005.

### **5. Scope and Application**

This agreement shall supersede the K & S Freighters Pty Ltd Transport Employees (New South Wales) Agreement 2001 and shall apply to the Company's sites at Hope Street, Enfield and Roberts Road, Greenacre.

The Transport Industry State Award ("the award"), as varied from time to time, shall also apply except as varied by this agreement. Where there is any inconsistency between the terms of the award and this agreement, the terms of the agreement shall take precedence.

This agreement shall not be interpreted to reduce the productivity, efficiency or flexibility of working arrangements or conditions prescribed within the award.

### **6. Commitment to Customer Service**

The parties are committed to the ongoing improvement in customer service through productivity improvements and the adoption of best practice and continuous improvement principles, as well as efficient work practices. Work will be arranged by management to give effect to this commitment.

Both the Company and employees must be responsive to the needs of individual customers and be prepared to share, weekend and public holiday work as required.

Should the needs of customer necessitate a change in work methods which is not envisaged in the agreement, the parties agree to discuss arrangements appropriate to the new work requirement.

### **7. Client Protection**

Subject to the rights of the parties under the *Industrial Relations Act* 1996 as amended, the parties are committed to meeting the needs of the Company's clients and protecting the interests of their customers. To meet this commitment, it is agreed that in the event of industrial disputation, whether the Company or its employees are direct parties to the issue or not, the Company and its employees will attempt to continue operations to meet contractual obligations to its customers, which currently include Norske Skog, Nestle, PaperlinX, Pirelli and KAAL, subject to any occupational health and safety considerations.

### **8. Health, Safety and Environment**

(a) The parties will support and encourage all initiatives designed to improve performance in the management of occupational health and safety as well as the environment.

(b) The Company and all employees are committed to the elimination of workplace injuries. It is important that lost-time injuries are minimised and that employees are provided with suitable alternative duties in circumstances where this is approved by their treating medical practitioner. In the event an employee is injured at work, the agreed Injury Management Protocol will be observed.

### **9. Duty of Care**

The parties are required to comply with the respective requirements of their legal duty of care. In so far as it relates to Occupational Health and Safety Legislation, the obligation on both employers and employees are as follows:

(a) The Company must ensure the provision of a workplace that is safe and without risk to health.

- (b) Employees must ensure that they do not act or fail to act in a manner, which may place in jeopardy the health and safety of themselves or their colleagues. Employees are also required to cooperate with their employer regarding action to be undertaken to meet their duty of care.

**10. Rates of Pay**

- (a) The rates of pay are contained in the schedule to this agreement and are confidential to the parties. There will be no further general adjustment to pay increases occurring during the life of the agreement, other than those stipulated in the wage rate schedule. National Wage Case increases will not apply to the agreement rates, unless the NSW Industrial Relations Commission decides differently.
- (b) In addition to the wage rates shown in the schedule, 0.5% shall be paid to employees in relation to income protection insurance in accordance with the Income Protection Insurance schedule in the Schedule of Rates. It is the employee's responsibility to arrange and pay the cost of the premium of such insurance.

**11. Job Security**

- (a) In the event of measurable and serious downturns in the market place or for the loss by the Company of material customer contracts which may impact on labour requirements, the Company reserves the right to apply management strategies as it considers appropriate, which as a last resort may include redundancies.

In the first instance, K&S will try to find another suitable position within the Company, which the employee is capable of performing and is within reasonable proximity to the current K&S Freighters sites covered by this agreement.

- (b) In the following circumstances:
  - (i) Where the employees are normally based at the customer's site and the customer takes back the work from K&S and offers to employ the existing K&S workforce;
  - (ii) Where another company wins a contract from K&S and offers to employ the existing K&S workforce dedicated to the contract; or
  - (iii) Where another company takes over an existing K&S on site and offers to employ the existing K&S workforce; and

providing employees retain full continuity of service with respect to annual leave, sick leave, long service leave and redundancy entitlements as contained in clause 16 and their wages and conditions of employment are at least as good as those set out in this agreement (transmission of business), the redundancy payments under this agreement will be preserved and not be paid out at the time.

- (c) Any dispute regarding the application of this provision will be resolved through clause 17 - Settlement of Disputes Procedure.

**12. Redundancy Entitlements**

Entitlement	Qualifying Period
2 weeks pay per year of service	Up to 5 Years permanent service
3 weeks pay per year of service	Exceeding 5 years permanent service

4 weeks extra pay to any employee over the age of 45.

Maximum entitlement - 52 weeks pay.

Notice periods are as per the award.

### **13. Behaviour in the Workplace**

Employees must observe the appropriate codes of conduct with respect to behaviour in the workplace. These codes are contained in the Human Resources Policies and Procedures Manual and associated documents, entitled "Our Obligations with respect to Equal Opportunity and Behaviour in the Workplace" and the "Code of Conduct - General requirements of all Employees" and in other such policies or codes that are published from time to time by the Company.

### **14. Contract of Employment**

#### **(a) Employee Duties**

Employees may be requested to carry out other duties required by the employer, including the training of other employees as required, providing the employee providing the training is trained, competent and licensed, as appropriate.

#### **(b) Probationary Period - Weekly Employees**

- (i) For weekly hired employees, a three-month probationary period shall apply from the commencement of employment. Notice requirements shall be in accordance with the award if termination of employment occurs within the probationary period.
- (ii) The probationary period shall be managed in accordance with the Company's requirements as contained in section 12 of the Human Resources Policies and procedures Manual.
- (iii) Subject to successfully completing the probationary period, the employee will be classified as a weekly employee. All service related entitlements will accrue from the date of commencement of the probationary period.

#### **(c) Induction and re-induction**

- (i) All new employees shall be inducted into the workplace in accordance with the protocol developed by the Consultative Committee.
- (ii) Re-induction of employees should occur annually. The re-induction program and content will be discussed with the Consultative Committee prior to implementation.

#### **(d) Employee Issues**

- (i) The following procedure shall be observed to address shortcomings in an employee's work performance, including punctuality and attendance:

Depending on the seriousness of the situation, the situation will be discussed between the supervisor and the employee. Depending on the seriousness of the issue, if the matter is resolved then, it will rest there.

If the matter or the employee's performance is serious enough to warrant counselling, a warning or more serious action, then the union delegate or such person as the employee concerned may nominate, then that person may participate as witness. The outcome of such proceeding will be recorded and a copy provided to the employee.

- (ii) Incidents of serious misconduct such as fighting, under the influence of alcohol, stealing, unsafe practices, use of illegal drugs or drug abuse, harassment, bullying or other unacceptable behaviour, serious or potentially serious vehicle accidents, equipment abuse, etc will result in termination.

(iii) The parties agree that this clause will be reviewed by the Consultative Committee after the agreement has been certified. Any agreed variation to this clause will supersede the wording above and will be lodged with the Industrial Relations Commission of New South Wales.

(e) Hours of Work

(i) Day Work - Spread of Hours and Start Times - Ordinary Hours

- (a) The spread of hours shall be from 5.00 am to 6.00 pm provided employees are advised the day before, prior to leaving work. Start times for normal activities should be as far as is possible be consistent and the spread of hours are not intended to be utilised for split shift arrangements.
- (b) Employees in transport operations will complete pre-trip checks, that is oil, water, tyres, wheel nuts and lights and time shall be paid from the starting time to the finishing time as entered on the daily work sheet, and shall be as directed and authorised by the employee's supervisor.
- (c) For day work employees, normal start time (ie 6.00 am) may be varied within the spread of hours and up to 8.00 am, provided the employee is notified the day before, prior to leaving work.
- (d) Shift allowances do not apply to ordinary hours worked within the day work spread of hours.

(ii) Shift work - Flexibility

- (a) Where fluctuating volumes necessitate transfer of employees from night shift to day shift or back to night shift, such employees shall be given 48 hours notice of the change of shift. Such notification shall include weekends and public holidays or as otherwise mutually agreed.
- (b) Shift allowances will apply in accordance with the award.

(f) Rostered Days Off

Days off will be rostered by the Company to suit the needs of the business. Rostered days off may be changed by mutual agreement or in the absence of agreement by notice provided by either the Company or the employee on the previous day. Any accumulated days off shall be paid out annually with leave or at any other time mutually agreed.

(g) Vehicle and Equipment Care/Safety Check

- (i) Employees will undertake light vehicle maintenance (light bulbs, lenses, etc (from 1997 EBA clause 16) and be responsible for the cleanliness and good appearance of vehicles, trailers and lifting equipment, and for the tending, checking and filling/replacing of fuel, water, oil, tyres and lights, the draining of all tanks, and the reporting the condition of gates and other items requiring workshop repair.
- (ii) Employees will observe the Company's safe operating procedures and requirements and its procedures or directions with respect to pre-start and trip inspections, maintenance and repair requirements for its vehicles and equipment.

(h) Licences

Employees are required to maintain current, valid licenses for the equipment they are required to operate and for the duties they are required to undertake. As the holding of a valid license is a condition of employment, employees who lose their licenses for short periods up to 12 weeks for points violations will be able to take unpaid leave of absence - accumulated rostered days off and outstanding annual

leave may be taken during this period. In other cases, employees will have their services terminated, unless there are mitigating circumstances.

(i) Presentation and dress code

(i) The Company, drivers and management recognise the importance of presenting a professional image with clean, well maintained equipment and well trained and presented, courteous and service oriented driver employees.

(ii) It is agreed that drivers will assist in the promotion of the Company's image by participating in the equipment washing program.

(iii) Drivers and other personnel will promote their professional image by observing the dress code and ensuring personal presentation is always clean, neat and tidy.

(j) Training

(i) Employees undertaking training at the Company's request shall be paid at their ordinary hourly rate of pay.

(ii) Where the Company agrees to provide training for portable skills such as obtaining or maintaining licenses or for personal development at its cost, such training will be in the employee's own time.

(k) Rest Period after Overtime

Ten-hour rest breaks must be taken at the conclusion of overtime and in compliance with driving hours legislative requirements.

(l) Meal and Other Breaks

Subject to the provisions of the award, all breaks will be taken at times that least disrupt the work in hand. Employees working away from their normal work site will not return to the depot for breaks unless required to do so by their supervisor.

(m) Meal Allowances

Employees required to work for two hours or more after finishing time shall be paid a meal allowance of \$12.00. Employees required to commence work two hours or more before starting time shall be paid a meal allowance in accordance with the award.

The separate payment for overtime crib breaks under clause 8.2 of the Transport Industry State Award will not apply.

(n) Payment of Wages

Wages will be paid directly in to the employee's nominated bank (or other financial institution) account.

(o) Mixed Functions

An employee required to work for less than 2 hours per day on work carrying a higher rate of pay shall be paid the higher rate of pay for the actual time so worked and when required to work for more than 2 hours per day, the employee shall be paid for the whole day.

(p) Casual engagement

Casual employees may be engaged for a minimum period of 4 hours.

(q) Annual Leave

- (i) Subject to the provisions of the award, annual leave shall be taken at times that suit the needs of the business. Annual leave may be taken in more than one continuous period by mutual agreement or at the direction of the Company. Employees must give at least one months notice of their intention to take leave or by mutual agreement. The minimum period of leave shall be one week.
- (ii) Annual leave rosters will be published by the Company.
- (iii) Employees may elect to defer pay on a weekly basis to be paid out at Christmas or with annual leave.

(r) Non-Smoking Site

It is agreed that the site shall be a non-smoking site, except in designated areas.

(s) Sick Leave

Sick leave entitlements will be in accordance with the award.

### **15. Technology**

- a) It is accepted that technological change will continue to take place and it is recognised by the parties that introduced technology will play a vital role in improving the Company's competitive position and assisting future security for employees. Such technologies may include computerised vehicle scheduling, electronic data interchange, in-cab terminals, bar-coding and vehicle positioning systems
- b) New technology and associated work practices will be introduced through consultation and training as appropriate.
- c) It is agreed that the rates of pay for any addition to work value in relation to changes in technology is covered by the rates of pay in this agreement.
- d) Any issues relating to new technology can be raised through the consultative committee.

### **16. No Further Claims**

It is a term of this agreement that there shall be no further claims during the currency of the agreement.

### **17. Settlement of Disputes Procedure**

The parties acknowledge their intent to address promptly and equitably any matter likely to lead to dispute in order to attain a resolution at the site without the involvement of other parties so far as is reasonably and practicably possible. In order for this to occur the following procedure will apply:

- a) Subject to the rights of the parties, any dispute, claim or matter, concerning the employment of any employee of the Company, whether it arises out of the operation of this agreement or not, shall be settled in the under-mentioned manner:
  - (i) The matter shall first be discussed between the employee and his/her supervisor.
  - (ii) If not settled, the matter shall then be taken up with the manager concerned, or by the manager with the delegate.
  - (iii) At this stage, every effort will be made to resolve the matter - the consultative committee and senior management may be called upon to assist;
  - (iv) If the matter is still not resolved it shall be referred to the Divisional Manager;



- (v) If the matter is still not resolved, it shall be referred to the New South Wales Industrial Relations Commission ("the NSW IRC"), whose decision, subject to the rights of the parties, will be accepted by the parties.
- b) The parties agree that a mandatory cooling off period of 48 hours shall apply at each stage of the procedure whilst the parties are attempting to resolve the matter.
- c) Until the matter is resolved by the parties or determined by the NSW IRC, except in the case of a genuine safety issue, work shall continue normally in accordance with normal custom or at the direction of the Company.
- d) No party will be prejudiced as to the final outcome of the matter by the continuance of work in accordance with this clause.
- e) The foregoing does not inhibit early notification to the New South Wales Industrial Relation Commission of any matter in accordance with the Industrial Relations Act 1996 should this be considered desirable by either party.

### **18. Next Agreement Negotiations**

Negotiations to replace this agreement shall commence at least three months prior to its nominated expiry date and pending agreement being reached on a new agreement, this agreement shall remain in force.

### **19. Anti-Discrimination**

- (1) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**20. Signatories**

Signed for and on behalf of K & S Freighters Pty Ltd in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name  
(Please print)

\_\_\_\_\_  
Name  
(Please print)

Date      17 / 02 / 04

Signed for and on behalf of TWU in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name  
(Please print)

\_\_\_\_\_  
Name  
(Please print)

Date      27 / 02 / 04

Signed for and on behalf of the K&S Freighters Enfield Employees Consultative Committee in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name  
(Please print)

\_\_\_\_\_  
Name  
(Please print)

Date      17 / 02 / 04

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name  
(Please print)

\_\_\_\_\_  
Name  
(Please print)

Date      17 / 02 / 04

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Name  
(Please print)

\_\_\_\_\_  
Name  
(Please print)

Date      17 / 02 / 04

CONFIDENTIAL

**K&S FREIGHTERS TRANSPORT EMPLOYEES**

**(NEW SOUTH WALES)**

**AGREEMENT 2003**

SCHEDULE OF RATES

Grade	1st January 2003	Upon Certification	1st January 2005
1	\$560.55	\$588.60	\$618.05
2	\$580.15	\$609.15	\$639.60
3	\$593.70	\$623.40	\$654.55
4	\$605.50	\$635.80	\$667.60
5	\$635.95	\$667.75	\$701.15
6	\$643.60	\$675.80	\$709.60
7	\$666.80	\$700.15	\$735.15
8	\$714.20	\$749.90	\$787.40

INCOME PROTECTION INSURANCE

Grade	1st January 2003	Upon Certification	1st January 2005
1	\$2.90	\$2.95	\$3.10
2	\$3.00	\$3.05	\$3.20
3	\$3.05	\$3.10	\$3.25
4	\$3.10	\$3.20	\$3.35
5	\$3.25	\$3.35	\$3.50
6	\$3.30	\$3.40	\$3.55
7	\$3.45	\$3.50	\$3.70
8	\$3.70	\$3.75	\$3.95