

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/234

**TITLE: Trueways Transport Pty Limited - Transport Workers  
Enterprise Bargaining Agreement**

**I.R.C. NO:** IRC5/2811

**DATE APPROVED/COMMENCEMENT:** 14 June 2005 / 10 November 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 16 September 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Trueways Transport Pty Ltd, located at 21 Carbine Close Maryland NSW 2287, who fall within the coverage of the Transport Industry (State) Award.

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

# TRUEWAYS TRANSPORT PTY LIMITED - TRANSPORT WORKERS ENTERPRISE BARGAINING AGREEMENT

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## 2. Title

This Agreement shall be known as the "TRUEWAYS TRANSPORT Pty Limited - TRANSPORT WORKERS ENTERPRISE BARGAINING AGREEMENT.

## 3. Parties Bound

The parties to this Agreement are:

- i. Trueways Transport Pty Ltd
- ii. Transport Workers Union of New South Wales
- iii. Employees of the company

## 4. Definitions

- (i) In this Agreement, unless the context otherwise requires:

"Act" means the *Industrial Relations Act 1996* (NSW), as amended

"Award" means the Transport Industry (State) Award, applicable at the time of signing of this Agreement.

"business entity" means Trueways Transport Pty Ltd.,

"Company" means Trueways Transport Pty Limited.

"Commission" means the Industrial Relations Commission of New South Wales

"Employee" means a person employed by Trueways Transport Pty Limited, employed in a full-time, part-time or casual capacity and to whom this Agreement applies.

"base rate of pay" means the rate of pay not including payments for overtime, allowances, shift payments and any other allowance and/or penalty payment prescribed by the Award, or Enterprise Agreement.

"parties" means respectively Trueways Transport Pty Limited, Employees of the Company and the Transport Workers' Union of New South Wales

"TWIJ" means the Transport Workers' Union of New South Wales

"Union" means the Transport Workers' Union New South Wales

"Union Training Days" means any training specifically related to educating Delegates how to carry out their role as elected employee representatives of the company which is organised by the TWU.

- (ii) In this Agreement:
  - (a) words importing the singular shall include the plural
  - (b) words importing the masculine gender shall include the feminine gender

## **5. Objectives**

The Company, TWU and Employees recognise the link between Employee satisfaction and Customer satisfaction. The objectives of this Agreement are:

- (i) to create an environment where customer satisfaction is of paramount importance to all Employees
- (ii) to create and maintain a profitable and viable enterprise for the benefit of the key stakeholders - customers, Employees and shareholders.
- (iii) improve productivity, efficiency and flexibility at the enterprise.

## **6. Implementation of Technology and Operational Procedures**

- (i) Employees will co-operate in the introduction and continuing use of technology which assist in improving and maximising the performance of the business, improves customer service, enhances monitoring and measurement of service quality.
- (ii) All wage increases paid under this Agreement are in full satisfaction of any claims that may arise relating to the use of technology and/or operating procedures during the life of this Agreement.
- (iii) The Company shall make no further payments on account of the use and application of technology regardless of whether or not, after the registration of this Agreement, increases or new allowances are prescribed by any applicable award in relation to the introduction or use of any technology.
- (iv) Introduction of new technology and operational procedures will not change the classification of Employees as a transport worker for the purposes of the Award.

- (v) The Company shall provide additional support to Employees who are experiencing problems with using the new technology. Where such support is given and the Employee's performance has not improved, the Company will discuss options for dealing with the situation with the Union.
- (vi) The parties commit to consultation on the implementation of new technology including but not limited to the impact on changed work processes and job security.

### **7. Training**

- (i) The Company will continue training in such areas as vocation, product knowledge, customer service, trade practices compliance, occupational health and safety, safer work practices and knowledge of the Award for the benefit of the Employees bound by this Agreement.
- (ii) The Company made the TWU recognise that induction training is necessary to promote an understanding of the Company's businesses and enhance customer service productivity, efficiency, and compliance with legal obligations.
  - (a) The Company will provide Blue Card training to Employees during the operation of this Agreement. Provided that such training is delivered, in the first instance, by a Registered Training Organisation selected by the Company.
  - (b) The operation of the Blue Card shall not restrict access to the Company's sites and operations or interfere with an individual Employee's right of association.
  - (c) Commencing from the operation of this Agreement, the Company will advise all regular contractors working in each business entity of the Blue Card to allow the contractor to make a decision on obtaining a Blue Card.
- (iii) The Company commits to continue the training of Employees. As a minimum, such training will include:
  - (a) Induction, including site and job function
  - (b) Occupational health and safety
  - (c) Industrial rights and obligations, including the operations of this Agreement and the Award
  - (d) Legal compliance
  - (e) Driver fatigue.
- (iv) The Company is committed to retaining the Investors in People accreditation, part of which requires a commitment to develop Employees to meet business objectives. As part of this commitment, the Company will provide site and individual training plans where the company identifies a requirement.
- (v) Where the Company requires particular training to be undertaken by Employees, the Company will conduct the training at its own expense. This may include attending training outside of normal working hours and the applicable penalty rates will apply.

### **8. Union Recognition and Union Membership**

- (i) The Company recognises the TWU as being the union entitled to represent Employees covered by this Agreement.
- (ii) All new Employees covered by this Agreement, as part of the induction process will be introduced to the TWU Delegate as soon as is possible.

- (iii) The Company agrees to the Delegates Charter of Rights shown in Attachment 2. The Delegates Charter of Rights may be varied from time to time by written agreement between the State Secretary of the TWU and the Company.

### **9. Attending Union Training**

- (i) The Company shall permit elected Delegate to attend 5 Union Training Days, within each year of the life of this Agreement :

- (a) Having regard to the travel time between the Employee's depot and training venue, Delegates who attend a Union Training Day shall be paid in accordance with the following arrangements:

Where a Delegate returns to the workplace after a Union Training Day or part of a day and continues to work after his/her ordinary hours, the Company will pay the overtime for all hours worked in excess of the ordinary hours

Where a Delegate attends a Union Training Day or part of a day and fails to present and be available for work either before or after the Union Training Day, the delegate will only be paid base rate of pay for the period in attendance at the Union Training Day

Where a Delegate attends a Union Training Day for the whole day, and provided that notice has been given to the Company in accordance with sub-clause (ii) of this clause, the Company will pay the Delegate the hours worked under normal circumstances

- (b) The number of Delegates who will be paid to attend Union Training Days shall be as follows:

Trueways Transport:

1 Employee Delegate per meeting - Union training day

- (ii) Notice to Attend Union Training:

- (a) The Company requires, from the TWU, at least 1 week written notice for Delegate to attend Union Training Days.
- (b) Notice referred to in (a) of this sub-clause shall include the expected duration of the Delegate's absence from the workplace, purpose of the training, date, time and location of the training and learning outcomes.
- (c) The company may decline request to attend trade union training where operational requirements necessitate attendance at work. Permission will not be unreasonably withheld.

### **10. Application of Agreement**

- (i) This Agreement applies to the Company in respect of its Employees covered by the Award.
- (ii) Where there is an inconsistency between this Agreement and a pre-existing award or agreement, this Agreement shall apply.

### **11. Union Picnic Day**

Clause 28 - Union Picnic Day - of the Award shall apply to all Employees who are covered by this Agreement.

### **12. Superannuation**

- (i) The Company agrees to make contributions for its Employees in accordance with the Statutory requirements.

### **13. Employee Deductions**

In accordance with current practice, the Company may facilitate Employee deductions as outlined below:

- (i) All non-statutory, agreed and duly authorised deductions from an Employee's pay shall be applied to the purpose of the deduction within 10 days of each month's end.
- (ii) The Company shall maintain records of the following transaction :
  - (a) Deductions. Such deductions shall appear on the Employee's next pay advice;
  - (b) Payments to recipient institutions. The Company shall provide the Employee with evidence that such a payment has been made upon the request of the Employee.

#### **14. Labour Arrangements**

- (i) The Company may extend opportunities for permanent full-time engagement to part-time, casual Employees or employees of labour hire companies where there is a demonstrated need for additional full-time employees to be engaged by the Company.
- (ii) The Company will require labour hire companies to pay the rates contained within this Agreement, where they carry out work covered by this Agreement.
- (iii) The Company will utilise to their full capacity permanent employees before engaging sub-contractors, labour or casual labour.
- (iv) The Company commits to the process set out in this sub-clause:
  - (a) Where the Company has made a definite decision to implement major changes to its business mad where those changes will have significant effects on employees, the Company will consult the TWU and those employees prior to the Company implementing the changes.
  - (b) "significant effects", referred to in (a) of this sub-clause, means major changes in the composition, operation and engagement of the Company's workforce covered by this Agreement.
  - (c) The Company will discuss the introduction of changes referred to in (a) of this sub-clause, the effects the changes are likely to have on the employees and any measures to avert or mitigate the effects of such changes on the employees with the TWU.
  - (d) The Company will give consideration to matters raised by these employees and/or the TWU in relation to the changes, prior to implementation of the changes.
  - (e) The process of consultation does not prevent or hinder the implementation of major changes.
  - (f) Site agreement by management affected employees and the TWU in regard to early start times will be by mutual agreement in writing.

#### **15. Rates of Remuneration for Employees**

- (i) The Company shall pay the following increases on the base rate of pay:
  - (a) 4% increase from 10th November 2004 or any award increases above 4% during the term of the agreement.
  - (b) 4% increase from 10th November 2005
- (ii) The rates of pay specified in Attachment 1 will apply for the purposes of calculating entitlements including, but not limited to, overtime, may form of leave, redundancy and superannuation.

- (iii) Any State Wage Case or other Award variations will be absorbed by the increases in wages provided by this Agreement.
- (iv) The base rates of pay in Attachment 1 do not include allowances. Allowances as prescribed by the Award, shall be paid to Employees consistent with the amounts and conditions under which those allowances are paid.
- (vi) The TWU on behalf of itself, officers and members agrees that where any future agreement provides for wage increases in addition to those contained in this Agreement, then any such wage increase shall not become due or payable before 1<sup>st</sup> November 2006. However the parties agree to commence negotiating an agreement no later than 3 months prior to expiry date of current EBA.

#### **16. Parental Leave**

The Company shall comply with the provisions of Chapter 2, Part 4, Division 1 - Parental Leave, of the Act.

#### **17. Discretionary Leave**

- (i) The Company, at its discretion, provides leave to Employees to assist in situations declared by the state emergency services organisations
- (ii) Leave granted under this arrangement will be treated as continuous service and having regard to pay supplementation by emergency services organisations, the Company will ensure the Employee receives base rate of pay for any time lost from work.
- (iii) The Company may request "proof of attendance" documentation as part of the discretionary leave approval process.
- (iv) The arrangements contained in sub-clauses (i), (ii) and (iii) of this clause shall apply to Employees wishing to donate blood.

#### **18. Compliance to Laws**

- (i) The Company shall comply with the requirements of laws and regulations relating to the road transport industry.
- (ii) Where a Delegate has a specific incident of a suspected breach of compliance to road transport law, the Delegate may raise the suspected breach with the his/her supervisor. Subject to the provisions of privacy legislation and other commercial arrangements, the Delegate will be shown relevant reports.

#### **19. Settlement of Disputes**

- (i) The parties agree that the following settlement of disputes procedure shall apply:
  - (a) The matter should first be discussed at the workplace level between the Employee and relevant management and where requested, a Delegate;
  - (b) If the matter is not settled, discussions shall occur between the appropriate TWU Official Delegate and management;
  - (c) If the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company. At each discussion, other Company and TWU representatives may be in attendance as required.
  - (d) If the matter is still not settled, it shall be submitted to the Commission which shall conciliate the matter.

- (e) The Commission may make a determination, which is binding on the parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement.
- (ii) The above steps do not preclude reference of a dispute to the Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission will retain its discretion to refer the pro-ties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the parties attempt to resolve the matter work will continue as directed by the Company, subject to an Employee's rights regarding health and safety issues in accordance with the Act.
- (iv) The ultimate terms of settlement of the dispute will not be affected in any way nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- (v) The procedures and obligations contained herein will be equally binding on the parties to this Agreement. The decisions of the Commission will be accepted and adhered to by all the parties subject to their appeal rights under the Act. Where yard meetings are held, Company representatives will be given the opportunity to address the yard and propose solutions to any matter in dispute.

## **20. Anti-Discrimination**

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of carers' responsibilities, race, sex, marital status, disabilities, homosexuality, transgender identity and age.
- (ii) 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.
- (iii) Nothing in this clause is 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.
- (iv) This clause does not create legal rights and obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **21. No Extra Claims**

- (i) It is a condition of this Agreement that the TWU on behalf of itself, officers and members shall not make or pursue any extra claims during the operation of this Agreement.
- (ii) Nothing in this clause precludes individual sites from agreeing to performance based schemes which will bring benefit to the Company and Employees. Such schemes shall only be implemented by mutual agreement.

## **22. Chain of Responsibility**



- (i) The company will keep records containing details of the work it has contracted out including the name and address of the employer, person or entity to whom the work has been contracted, the date the work was contracted.
- (ii) Copies of the records kept by the Company are to be given to the person actually performing the work.
- (iii) Work must only be contracted out in accordance with the terms and conditions of this agreement, including the terms and conditions of this clause, and applicable legislation eg. Driving hours as per RTA requirements.
- (iv) Any contract or arrangement for the contracting out of work made after the signing of this agreement must specify that any further contracting out of the work down the chain (by the employer, entity or person to whom the work has been contracted) must be in accordance with the terms and conditions of the TI State Award..
- (v) The records referred to in (i), above, shall be available for inspection and copying by a person duly authorised as if it were a record permitted to be inspected and copied under Part 7 of Chapter 5 of the *Industrial Relations Act* NSW 1996, or, in relation to sites located in the ACT, as if it were a record permitted to be inspected and copied under *Workplace Relations Act* 1996 (Cth).
- (vi) The company shall advise each transport worker in writing of his or her obligations under this clause and advise them that a person who is found by an industrial court to have breached an industrial instrument may be ordered to pay a civil penalty of up to \$10 000. Such advice shall also be provided to each new transport worker upon the commencement of their engagement.

### 23. Operation of Agreement

- (i) This Agreement shall come into effect on 10th November 2004 and shall remain in force until 10 November 2006.

### 24. Signatures

EXECUTED as per Agreement

SIGNED by TRUEWAYS TRANSPORT PTY LIMITED ABN pursuant to section 127(1) of the *Corporations Act* 2001:

Norman Scaife  
The Manager

Norman Scaife  
Director

Norman Scaife  
Name of Manager

Norman Scaife  
Name of Director

SIGNED by the TRANSPORT WORKERS ' UNION OF NEW SOUTH WALES:

Acting Secretary : Wayne Forno.

Name of Acting Secretary : Wayne Forno.

Dated : 14.12.04.

## ANNEXURE A

Employees employed pursuant to the Transport Industry (State) Award.

Grade	T.I. State Award	10 November 2004 4%	10 November 2005 4%
1	526.40	547.46	569.36
2	543.50	565.24	587.84

3	555.40	577.62	600.72
4	565.80	588.43	611.97
5	592.50	616.20	640.85
6	599.20	623.17	648.09
7	619.50	644.28	670.05
8	661.00	687.44	714.94

## ATTACHMENT 2

### DELEGATES CHARTER OF RIGHTS

A TWU Delegate, as the workplace representative, shall:

Be treated fairly and perform their role as Union Delegate without any discrimination in the workplace

Be recognised by the Company as the endorsed representative to represent the Union members in the workplace

Bargain collectively on behalf of those they represent

Be paid in accordance with clause 10 of the Trueways Transport Pty Ltd - TWU New South Wales (Employees) Enterprise Bargaining Agreement 2004-2006, to:

represent the interests of Union members to the Company and industrial tribunals

consult with Union members during normal working hours

participate in the operation of the Union

attend accredited Union education and training related to their role of employee representative of the company

Have access to new employees to explain the benefits of Union membership

Respect the right of association of an individual employee

In recognition of the Company's support, the Company expects the TWU Delegate to:

Encourage members of the TWU to comply with awards and agreements

Encourage members of the TWU to comply with occupational health and safety rules at all times

Encourage members of the TWU to follow the dispute settlement procedures at all times

Have reasonable access to Company resources, such as telephone and facsimile, for the purpose of carrying out his/her delegate's duties

Carry out their role without undue disruption to normal operations of the business