

**REGISTER OF  
ENTERPRISE AGREEMENTS**

Registered  
Enterprise Agreement

Industrial Registrar

**ENTERPRISE AGREEMENT NO: EA97/123**

**TITLE: K & S Freighters Sydney Rail Enterprise Agreement**

**I.R.C. NO: 97/2819**

**DATE APPROVED/COMMENCEMENT: 12 June 1997 and commenced from the first full pay on or after 12 June 1997**

**TERM: 12 Months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 12**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: To apply to Transport Workers Grade 1-8 employed at K & S Freighters Sydney Rail Enfield Depot**

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

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# K & S FREIGHTERS SYDNEY RAIL ENTERPRISE AGREEMENT 1997



INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
(No. IRC OF 1997)

## *AGREEMENT*

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**PART A****1. TITLE**

This agreement shall be known as the "K&S Freighters Sydney Rail Enterprise Agreement, 1997".

**2. RELATIONSHIP TO PARENT AWARD**

- a) The Transport Industry Interim (State) award shall be referred to herein after as the "Parent Award".
- b) The K&S Freighters Sydney Rail Enterprise Agreement 1997 shall be referred to herein after as the REA97.
- c) K&S Freighters Sydney Rail shall be referred to herein after as "the Company".
- d) The Parent Award shall apply to the operations (as defined in the Parent Award) of the Company save & except for those matters dealt with in REA97.
- e) Where the terms of the REA97 and the terms of the Parent Award are in conflict, the terms on the REA97 shall prevail, with the following exception:

Should Parent Award be varied during the term of REA97 such that the Company may perceive that adoption of such variation or variations will provide the Company with greater flexibility's and/or efficiencies in the operations of the Companies business then such variation or variations will prevail over the relevant terms of the REA97.

REA97 shall not be interpreted so as to reduce productivity, efficiency or flexibility of working arrangements or conditions prescribed within the Parent Award.

- f) The parties recognise the rights and responsibilities of Management to arrange work within the Parent Award as modified by REA97 in the best interests of business and customer service.

**3. BASIC WAGE**

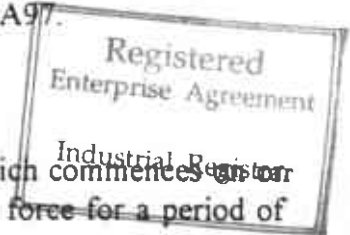
Any variation in the adult basic wage is not applicable to REA97.

#### 4. *AREA, INCIDENCE AND PARTIES BOUND*

REA97 shall be binding on the Transport Workers Union of Australia (NSW Branch), its officers and members and K&S Freighters Pty Ltd (ACN 007 544 390) and the employees of K&S Freighters Pty Ltd employed at K&S Freighters Sydney Rail Enfield Depot who are required to perform work covered by REA97.

#### 5. *DATE AND PERIOD OF OPERATION*

REA97 shall come into force from the first full pay period which commences after the date awarded by the Commission and shall remain in force for a period of twelve months.



#### 6. *IMPROVEMENT TO WORK PRACTISES AND OPERATIONAL EFFICIENCY PROCEDURES*

It is recognised and agreed by all parties that to remain competitive there will be an on-going need to continuously improve systems, procedures and work practises.

It has been agreed to progressively define practises to be adopted and to implement them with consultation as they become relevant. It is agreed that practises should be defined so as to enable rather than limit opportunities for improved flexibility, efficiency and productivity or equality of working life for employees.

Procedures and codes of conduct have been or will be documented and agreed to in consultation with the Consultative Committee and employees. Procedures and codes will be detailed in the Operating Manual.

Any unresolved difficulties will be addresses through the Disputes Resolution Procedure Clause 18 herein.

##### **Introduced Technology:**

It is accepted that technological change will continue to take place and recognised by all parties that introduced technologies will play a vital role in keeping the business competitive and assisting future security of employment.

These technologies may include but may not be limited to computerised vehicle scheduling, EDI (electronic data interchange), in-cab terminals bar-coding and vehicle positioning.

It has been agreed to define practises to be adopted and equipment used (including specialised equipment) and to implement them with consultation and training where necessary as they become relevant.

It is agreed by all parties that remuneration for any addition to work value is covered by the REA97 allowance in PART B MONETARY RATES - TABLE 1 - WAGES, hereof.

## 7. PERFORMANCE INDICATORS

The parties commit themselves to a process of continuous improvement and use performance indicators and performance standards as a means of measuring what has been achieved and the need for further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the employees, customers, and the Company in improving competitiveness, job security and the equality of service.

Performance indicators are to be developed with reference to clearly articulated departmental and work group objectives. These objectives will be developed through a consultative process and will be subject to periodic review.

It is recognised that performance indicators are not an end in themselves but are means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvements.

To date the parties have identified the following critical success factors and corresponding performance indicators and relevant performance measures:

CRITICAL SUCCESS FACTOR	PERFORMANCE INDICATORS	PERFORMANCE MEASURE
1. Quality	Customer Satisfaction	<ul style="list-style-type: none"> <li>• Level of customer complaints</li> <li>• On time delivery</li> <li>• Service reliability</li> <li>• Documentation</li> <li>• Loss/Damage to goods &amp; equipment, eg pallets</li> </ul>
2. Work Environment	OH&S Performance	<ul style="list-style-type: none"> <li>• Implementation of OH&amp;S policy &amp; standards &amp; procedures</li> <li>• Reducing lost time through accident/injury</li> </ul>
3. Labour Resources	Absenteeism (includes sick leave, industrial stoppage and other unauthorised unpaid absence)	<ul style="list-style-type: none"> <li>• Absentee hours as % ordinary hours</li> <li>• Reducing incidence of unauthorised absence from work</li> </ul>
4. Physical Output	To be determined	<ul style="list-style-type: none"> <li>• Vehicle turnaround</li> <li>• To be determined</li> </ul>

At this stage these key issues have been identified and will be developed further. It is intended that targets will be set and measured to determine productivity performance improvements. The definite intention of the parties is that there be a direct link developed between these indicators or similar and incentive bonus remuneration is to be an outcome.

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## 8. *CONTRACT OF EMPLOYMENT*

### a) Multiskilling

- (i) The parties recognise existing custom and practise which ensures the training and development of employees to be able to undertake a wide range of duties and competencies of the Parent Award.
- (ii) The employer may direct an employee to carry out such duties as are within the employees limit of skill, competence and training provided the employee has been properly trained in the use of any equipment necessary for the performance of such duties.
- (iii) Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

### b) Mixed Functions

It is agreed that clause 30 (i) & (ii) of the parent award is varied as follows:-

"An employee required to work for less than 4 hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than 4 hours a day on such he shall be paid as for the whole days work".

### c) Probationary Period for New Weekly Employees

For new weekly employees, it has been agreed to introduce a three month probationary period, such period to commence from the employees start date. Payment to be at normal parent award rate for the position. If termination occurs within the probationary period, all entitlements are calculated in accordance with the parent award save and except the giving of a weeks notice by either side.

Upon successful completion of the probationary period, length of service is calculated from the initial start date.

### d) Suspension of Employee

An employee involved in alleged misconduct such as fighting, drinking alcohol, stealing, unsafe practises, drug abuse, may be suspended for a period of up to five working days from the time of the incident. If as a result of a management investigation, in conjunction with the consultative committee an employee is cleared of blame for acts arising in the incident, such employee will be reinstated with full back pay covering the period of suspension.

Any unresolved difficulties will be resolved through the Dispute Resolution Procedure Clause 18 herein.



It is agreed that this clause is additional to, and does not replace the provisions of the parent award.

e) Four Hour Casuals

It is agreed there exists an operational need to employ four hour casuals and employment of casuals for a minimum of four hours is hereby expressly agreed.

9. *MEALS*

a) Flexibility

In relation to flexibility of operation, timing of unpaid meal breaks, paid overtime crib breaks or other paid breaks, it has been agreed that existing custom and yard practice will be maintained in that breaks are not separately paid or identified but are taken within the working span as the availability of work dictates to enable continuity of work flow.

It is agreed that Clause 24 of the parent award is varied to allow the taking of paid and unpaid meal breaks at a convenient time to maximise productivity. In formalising this custom and practise, it is recognised by all parties that no retrospective or prospective liability arises in relation to this clause of the award.

It has been agreed that employees working away from the K&S Freighters depot in the period when the break falls due will anticipate the work flow at either the customer premises or the NRC so as to take meal break at the time which is most advantageous to the vehicle achieving minimal lost time during loading/unloading or pick-up/lodgement.

b) Overtime Meal Break and Meal Allowance

It is agreed that Clause 24 (ii)(a), of the parent award is varied such that the meal allowance will be \$8.60 in lieu of Item 6 of Table 8 of Part B of the parent award.

10. *RATES OF PAY*

The rates of pay for weekly employees in the classifications prescribed in the parent award shall be as set out in Table 1 - Wages, of Part B, Monetary rates.

The rates of pay in REA97 include the first, Second and Third Arbitrated Safety net Adjustments payable under the State wage case - December 1994 decision. These arbitrated safety net adjustment may be offset to the extent of any wage increases received at the enterprise level since 29 May 1991. Increases made under previous state wage case principles or under the current principles, exempting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.



## 11. PAYMENT OF WAGES

In accordance with existing custom and practice, wages will be paid by direct electronic funds transfer into an employees nominated bank (or other financial institution) account.

## 12. ANNUAL LEAVE

In addition to Clause 26 of the parent award, annual leave accrued may be taken in other than continuous periods by mutual agreement or by direction of the company with notice as per the parent award.



## 13. ATTENDANCE INCENTIVE SCHEME

### a) Absenteeism

It is recognised that a significant opportunity exists to improve productivity by reducing absenteeism. It is the intention by both parties that a suitable incentive scheme will be formulated & introduced in consultation with the consultative committee.

## 14. NOTICE OF SICK LEAVE

It is agreed that Clause 27 (ii)(a) of the parent award is varied so that in the event of personnel being unable to attend the workplace because of illness, notification of non-attendance will be communicated where possible at least one hour prior to the scheduled start time.

## 15. TRAINING

The Company will provide training opportunities for employees in accordance with the Company Training Policy.

A new employee will be required to obtain and maintain any licences personal to the employee necessary to perform the duties of employment. These licences include but are not limited to licences to drive road vehicles and forklifts and dangerous goods licenses.

For all employees where the company agrees to provide the cost of training for portable skills such as obtaining maintenance of licenses or development personal to employee, this training shall be free to the employee. In return employees will be expected to provide their own time and commitment to undertake the training.

Weekend training to be by mutual agreement.

Where the Company requires employees to undertake training specific to their employment and development with the Company, this shall be provided free of



charge to the employee and the employee shall be paid for up to 8 hours per day for actual training time at the employees' ordinary hourly rate.

#### 16. MAINTENANCE

Employees will undertake light vehicle maintenance. This includes light bulbs, lenses, etc. These items will be made available for easy access.

#### 17. APPEARANCE

Employees will attend work in clean, company provided uniforms. Drivers will be required to wash their vehicles a minimum once per week or as directed.

#### 18. DISPUTE RESOLUTION PROCEDURE

The parties acknowledge their intent to address promptly and equitably any matter likely to lead to dispute in order to attain a resolution on 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 New South Wales Industrial Relations Act 1996 (as amended) any dispute or claim whether any such dispute or claim arises out of the operation of REA97 or not shall be settled in the undermentioned manner:

Step 1. Site procedures are followed (eg: conferences with member, delegate, local official and site management.

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- (i) The matter shall first be discussed between the aggrieved employee(s) and their supervisor
  - (ii) If not settled the matter shall be taken up by an accredited Union delegate with the manager concerned, or by the manager with the delegate;
  - (iii) At this stage, every effort will be made to resolve the matter calling in the assistance of the Consultative Committee, the Union organiser and senior K&S Management as necessary;

Step 2. After 1 is completed there is a minimum 24 hour cooling off period where the status quo is retained.

Step 3. During 2 there are conferences between divisional management of K&S and Branch Secretary of TWU or nominee.

Step 4. After 3 is completed there is a further minimum 24 hour cooling off period where the status quo is retained.



Step 5. During 4 there are conferences between national management of K&S and the Branch Secretary of TWU.

Step 6. After 5 is completed there is a further minimum 24 hour cooling off period where the status quo is retained.

Step 7. During 6 matter is referred to the IRC of NSW, both parties will agree to the IRC's decisions.



### **Status Quo**

The status quo is defined by the practices in place prior to the dispute. If a termination of employment is disputed, the termination remains subject to part 6. "unfair dismissal" of the Industrial Relations Act 1996 (NSW).

If the status quo position cannot be agreed upon then the procedure is fast tracked to IRC with a no interruption to normal work commitment given in the meantime.

### **Exemptions to the Above Procedure**

1. Safety issues - As determined by the site OH&S Committee or the State OH&S Authorities.
2. ACTU or State Labour council disputes - 48 hours notice will be given where possible.
  - (b) Until the matter is determined and except in the case of a bona fide safety issue, work shall continue normally where it is agreed that there is an existing custom but, in other cases, the work shall continue as instructed by the employer.
  - (c) A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this clause.
  - (d) Nothing contained in this clause shall prohibit the right of either party to apply to the Industrial Relations Commission.

## **19. IMPLEMENTATION OF ENTERPRISE BARGAINING AGREEMENT**

It has been agreed that there will be no industrial action on the issues of REA97. Any disputed areas are to be resolved in accordance with Disputes Resolution Procedure, Clause 18, herein during the implementation of REA97.

## 20. *NO EXTRA CLAIMS*

It is a term of REA97 that the Union undertakes not to pursue any extra claims, award or overaward during the currency of REA97.

There will be no further general pay increases during the life of REA97 except those stipulated in REA97. National and State Wage Case wage movements will not apply to employees covered by REA97 unless such application is specifically required by the State Wage Case decision.



## 21. *RE-NEGOTIATION AND DEVELOPMENT OF NEXT AGREEMENT*

- a) Three months prior to the expiry of REA97, the Company and its employees (and/or their respective representatives) shall enter into discussions in order to review the operation of and the conditions included in REA97.
- b) The review shall cover all matter raised in discussions, including but not limited to rates of pay, productivity improvements, measurement of productivity improvements, efficiency and flexibility measures.
- c) As the basis for the development of the Enterprise Agreement, the Company and employees will consider further concepts with rewards for working more efficiently and the opportunity to have more input into the daily work task.

It is anticipated that performance based incentives for agreed targets will form part of the Enterprise Agreement.

- d) The parties shall enter discussions in good faith with a view to concluding the review prior to the expiry of REA97. All variations to REA97 which result from the review shall be processed through the Industrial Relations Commission and the varied enterprise agreement shall operate for the next eighteen months.

## 22. *NOT TO BE USED AS A PRECEDENT*

REA97 shall not be used in any manner whatsoever to obtain similar benefits in any other branch of the company or a related company.

**PART B**  
**MONETARY RATES**  
*Adult Basic Wage: \$121.40 per week*

**TABLE 1 - WAGES**



<b>GRADE</b>	<b>BASE AWARD DEC. 1994</b>	<b>REA 97 WAGE RATES</b>
1	\$388.40	\$446.66
2	\$402.00	\$462.20
3	\$411.40	\$473.11
4	\$419.60	\$482.54
5	\$440.70	\$506.81
6	\$446.00	\$512.90
7	\$462.10	\$531.42
8	\$494.90	\$569.14

**K&S FREIGHTERS SYDNEY ENTERPRISE AGREEMENT 1997**

**AGREEMENT**

It is agreed that the document titled "K&S Freighters Sydney Enterprise Agreement 1997" has been consulted by the parties and is to be submitted to the NSW I.R.C. for the award to be made.

**SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of K&S Freighters Pty Ltd

.....  
Manager signature



.....  
Position

.....  
Date



STATE MANAGER  
12.2.97

Consultative Committee

3 ..... 12.2.97 T.W.U Delegate  
.....  
.....

In the presence of Witness

.....  
Signature

.....  
Date

Q. Walsh  
12/2/97

Signed for and on behalf of Transport Workers Union of Australia New South Wales Branch.

.....  
Signature

.....  
Organiser

.....  
Date

B. TASKER  
12-2-97

.....  
Signature

.....  
Position

.....  
Date

Secretary/Treasurer  
12.2.97

In the presence of Witness

.....  
Signature

.....  
Date

.....

26/2/97