

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Industrial Relations Act 1991

S.126 - Application for Registration of an Agreement

(Application No. of 1997)

Between

Air Express International Pty Ltd

and

The Transport Workers' Union of Australia
(New South Wales Branch)AIR EXPRESS INTERNATIONAL PTY LTD
ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as the Air Express International Pty Ltd (Alexandria) Enterprise Agreement 1997.

2. ARRANGEMENT

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3. INTRODUCTION

This Agreement has been entered into between the parties in order to provide for a systematic rostering arrangement and remuneration mechanism for employees working under such roster arrangement which the parties have identified as providing improvements in productivity and efficiency for the Company.

4. COVERAGE

This Agreement applies to work performed by employees for the Company in the Company's warehouse and storage facility at O'Riordan Street, Alexandria, and performing the tasks on "loaders/freight forwarders depot" and ancillary duties as transport workers.

5. OPERATION

Application shall be made for this Agreement to be approved pursuant to Chapter 2, Part 2, Division 2 of the *Industrial Relations Act 1996*. The Agreement, when approved, shall remain in force for a period of one year.

Prior to the end of the nominal term of this Agreement the parties shall review its operation within sufficient time so as to establish, as appropriate, a replacement Enterprise Agreement or other ongoing employment arrangements within thirty days of the date of termination of this Agreement.

Any disagreement as to the terms of the replacement Agreement or other arrangements shall be resolved in accordance with the Dispute Resolution Procedures contained in this Agreement and pending the ultimate resolution of any such matter this Agreement shall continue to apply.

6. DEFINITIONS

- "Company" means Air Express International (Australia) Pty Ltd, ACN 002 636 124
- "Employee" means an employee of the Company engaged to perform work under the terms of the Agreement
- "Award" means the Transport Industry (State) Award
- "Rate of Pay" means the rates of pay contained in this Agreement as enterprise rates of pay in lieu of the provisions of Part B, Table 1 of the Award.

7. PARTIES BOUND

This Agreement is binding upon:

- (a) The Company
- (b) the employees of the Company as set out in Schedule 1 - Signatories, to the Agreement, and any employee employed by the Company during the currency of this Agreement.
- (c) the Transport Workers' Union of Australia, New South Wales Branch.



8. UNDERTAKINGS

The parties to this Agreement undertake to act in accordance with the obligations of the *Industrial Relations Act 1996*, other relevant statutory obligations, and the intent and objectives of this Agreement.

The parties also undertake to communicate with one another in an open unreserved manner at the enterprise level on all matters relating to the ongoing organisation performance of work in the enterprise. This shall be achieved through information sharing of a frank and general nature on an individual ad-hoc basis and through regular team briefings.

9. RECRUITMENT

All persons shall have equal opportunity to compete for employment vacancies on the basis of their skills, ability, knowledge and experience - the merit principle.

All persons who receive an appointment as a permanent employee shall be appointed on a three month probationary period after which time confirmation or otherwise of ongoing permanent employment shall be made by the Company.

10. CONTRACT OF EMPLOYMENT

10.1 Employees engaged under this Agreement shall be engaged as a full-time employee, part-time employee, casual employee or temporary employee.

10.2 The following definitions shall apply to these categories of employees;

10.2.1 A full-time employee means an employee who is engaged as a permanent employee and who works the hours of work provided under this Agreement.

10.2.2 A part-time employee is an employee who is engaged to work no more than 4/5ths of the hours prescribed for full-time employees working under this Agreement. Part-time employees shall be entitled to all the benefits set out in this Agreement or the Award on a pro-rata basis.

10.2.3 Casual employees shall mean employees engaged to work on an irregular and non-systematic basis. Casual employees shall be by the shift and any continuing of casual employment shall not infer regular or systematic employment.

Casual employees shall not be entitled to other paid leave benefits set out in this Agreement or the Award, such as long service leave, annual leave, sick leave, compassionate leave and parental leave. In lieu, thereof, casual employees shall be paid a loading of 25%.

10.2.4 Temporary employees may be engaged by the Company at any time to support or relieve other employees.

A temporary employee means an employee who is engaged on a temporary basis for defined periods of five or more consecutive ordinary working days and not extending beyond three months in any single engagement. Temporary employees shall be paid the weekly rate prescribed in this Agreement for permanent employees.

Temporary employees shall be entitled to the same overtime rates and allowances as permanent employees and shall be entitled to annual leave on a pro-rata basis of the entitlement for a permanent employee.

11. RATES OF PAY/OVERTIME

- 11.1 Employees covered by this Agreement shall, with respect to the rosters for work pursuant to Clause 14 hereof, be paid at a single all purpose rate of \$16.00 per hour for all ordinary hours of work.
- 11.2 Where an employee is required to work in excess of the hours for which the employee has been rostered under the roster arrangements, the employee shall be paid for all hours of overtime worked at the rate of pay plus 50%.
- 11.3 The above rates of pay include allowances to which the employee is entitled, including shift allowance and meal allowance.
- 11.4 A Leading Hand allowance, if applicable, is not provided in the rate.
- 11.5 An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance if he/she is appointed by the Company to perform first aid duty.

12. PAYMENT OF WAGES

Wages shall be paid weekly in arrears by electronic transfer of funds to a banking account nominated by the employee, so that funds become available to employees on the Thursday of each week.

13. HOURS OF WORK/ROSTERS

Subject to the provisions hereof, the ordinary hours of work of employees shall be worked on any or all days of the week, Sunday through Saturday as per a roster drawn for the purpose as follows: The employees covered by this Agreement shall work on a rotating shift arrangement, each over a four week cycle, as follows:

Shift No.	Arrangement			
	Mon/Tues	Wed/Thurs	Friday	Sat/Sun
1	4.00 am/1.00 pm	4.00 am/1.00 pm	8.00 pm/7.00 am	
2	12 noon/9.00 pm	12 noon/9.00 pm	12 noon/9.00 pm	
3	8.00 am/4.00 pm*	8.00 am/4.00 pm*	4.00 am/1.00 pm	4.00 am/3.00 pm

NOTE: * These shifts will be worked by half the workforce each taking two days off during the cycle (eg Monday and Tuesday **OR** Wednesday and Thursday with the remaining half working on the days which have been taken off by the other half of the workforce. This will have the effect that no employee will be required to work on more than five days of any week without the payment of overtime.

* The roster includes a paid crib break of not more than thirty minutes which shall be taken at a time mutually convenient to the Company and an employee.

PROVIDED THAT -

- (a) Not more than the rostered ordinary hours, provided in the Schedule above, shall be worked on any day without the payment of or provision for overtime as provided herein; and
- (b) Not more than the rostered ordinary hours as provided in the Schedule above shall be worked in any period of seven (7) working days without the payment of or provision for overtime as



14. ANNUAL LEAVE

- 14.1 The employees covered by this Agreement will be entitled to four weeks annual leave, which may be taken in broken periods.
- 14.2 Leave shall be taken at a time mutually acceptable to both an employee and the Company, and the Company may decline to grant leave at a time when to do so would prejudice the Company's operations.
- 14.3 Subject to sub-clause 14.2 hereof, annual leave of not less than eight (8) hours may be granted on the application of an employee provided that no more than three such periods shall be granted in any one year.
- 14.4 During the first year of employment, pro-rata annual leave may be granted up to the accrued entitlement of an employee (eg, two weeks after six months service) provided that no annual leave loading shall be payable on any pro-rata periods of leave.

15. TRAINING

The Company is committed to meet the statutory requirements towards training and shall:

- (a) develop a training programme consistent with:
- (1) the current and future skill needs of the enterprise;
 - (2) the size, structure and nature of the operations of the enterprise;
 - (3) standards established by the Australian National Training Authority.
- (b) employees receiving training in accordance with the above shall not suffer any loss of pay whether or not the training is conducted on or off the job.
- (c) any costs associated with standard fees for prescribed courses and prescribed textbooks incurred by an employee in connection with training required by the Company shall be reimbursed by the Company upon the production of receipts by the employee evidencing such expenditure.
- (d) travel costs incurred by an employee undertaking training required by the Company which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company.

16. DISPUTE RESOLUTION PROCEDURE

The parties undertake to take all necessary steps, without delay, to ensure that the procedure for settling disputes set out in the Award is strictly followed and adhered to at all time. The parties agree that, whilst the procedure is being followed, as provided, work shall continue without limitation or hindrance and as normal.

17. NO EXTRA CLAIMS

It is a term of this Agreement (arising from the decision of the New South Wales State Wage Case Decisions from time to time), that the Union will not pursue during the currency of this Agreement, any extra claims, award or overaward, except where consistent with the principles determined by the decision.

18. VARIATION OF AGREEMENT

- (i) The rates set out in Clause 11 of this Agreement will be increased by 2.5% on the first day following the expiration of six months from the date of signing hereof and a further 2.5% on the first day following the expiration of twelve months from the date of signing hereof.
- (ii) Notwithstanding the aforementioned clause, the parties shall be at liberty to meet and to



discuss the affect and implication to the Award, including with respect to rates of pay, which would have the effect of disadvantaging the employees covered hereby if not considered. The parties may, as a result of such deliberations agree on a variation to this Agreement but only for the purpose of removing such disadvantage or prejudice.

(iii) Benchmarking

For the purpose of measuring productivity improvements at the workplace, the parties will employ a measurement system for productivity. The benchmark to be used in this system will be determined as the total kilograms of freight handled by the Division over a six month period, divided by the total number of man hours worked in the Division over the same period. A gain share provision will apply on a basis of 2.5% increase in the rates of pay prescribed herein on the basis that there has been an overall 20% increase in kilograms handled per man hour over the period.

PROVIDED THAT such increase will only continue to apply for future measurement periods on the basis that the productivity levels are maintained. Future productivity increases will be subject to a gain share to be agreed between the Company and the Union on behalf of the employees; conversely, the proportion of the employee's rate of pay paid in recognition of the productivity improvements may be reduced in ratio to any reduction in productivity measured according to the formula stated herein.

19. SIGNATORIES

The parties have signed hereto on the 15th day of December 1997.

For and on behalf of Air
Express International by
authority of the Board

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[Handwritten signature]
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Witness: *[Handwritten signature]*

By the employees at the
Alexandria Site of Air
Express International
and whose employment is
covered by this Agreement
as scheduled hereto:

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(name)
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(name)
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(name)



MINOT

(name)

JAMES WALKER

(name)

MARION

(name)

C. KELLY

(name)

B. KOZARSKY

(name)

J. KELLY

(name)

D. KELLY

(name)

M. KELLY

(name)

ANNA

(name)

J. KELLY

(name)

SWAN

(name)

BALYTO

(name)

R. DAVIS

(name)

J. KELLY

(name)

A. KELLY

(name)



For and on behalf of)
the Transport Workers)
Union of New South Wales)

..... *Steve Hutchins*

Witness: *G. B. G.*

