

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA4/01

TITLE: Ensign Services (Aust) Pty Ltd Transport Workers Enterprise Agreement 2000

I.R.C. NO: 2000/4968

DATE APPROVED/COMMENCEMENT: 7 November 2000/ 12 July 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA98/235**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Transport Industry Mixed Enterprise (State) Award and involved in the distribution of goods from the Punchbowl site

PARTIES: Ensign Services (Aust) Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch





SSL Ensign the uniform people

ENSIGN SERVICES (AUST) PTY LTD

**TRANSPORT WORKERS
ENTERPRISE AGREEMENT 2000**

This agreement will be referred to as :

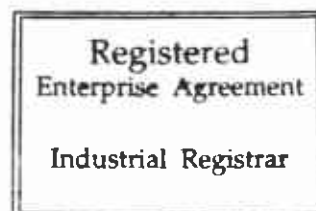
The Ensign Services (Aust) Pty Ltd

Enterprise Agreement 2000

**Registered
Enterprise Agreement
Industrial Registrar**

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1. **PARTIES BOUND**

This agreement applies to :

- a) the Transport Workers' Union of Australia, New South Wales Branch, its officers and members; and
- b) Ensign Services (Aust) Pty Ltd in respect of the employment by it of employees (whether members of the Union or not) engaged in the distribution of goods from the Punchbowl site in New South Wales, and who are covered by the Transport Industry Mixed Enterprise (State) Award as varied from time to time, ~~and~~

2. **DURESS**

This agreement has been entered into by the parties in good faith and without duress.

3. **INTENTION**

The intention of the parties in entering into this agreement is to establish the basis for substantial improvement in customer service and satisfaction through the development of a more communicative and co-operative relationship between management and employees.



4. **RELATIONSHIP TO PARENT AWARD**

This agreement, which replaces all previous agreements, will be read and interpreted wholly in conjunction with the Transport Industry Mixed Enterprises (State) Award as varied from time to time, provided that this agreement:

- a) will prevail to the extent of any inconsistency; but
- b) will not reduce or otherwise limit the exercise by Ensign of any rights and entitlements under the Award and which concern matters referred to in Clause 6 of this agreement.

5. **WAGE RATE INCREASE**

The rates of pay payable under this agreement shall be in accordance with the rates as set out in Appendix 1.

It is further agreed each pay increase adjustment will be made on the basis of full adherence and commitment to this agreement.



6. RESPONSIBILITIES

All Servicepersons will perform their duties in line with the Quality Work Procedures. Other issues of responsibility for Servicepersons include the following :-

- a) Servicepersons must be neatly presented and the vehicle must be well maintained.
 - I. Serviceperson must wear their uniforms at all times, be clean shaven or have trim beard and display a neat haircut.
 - II. An approved uniform as issued.
 - III. The Servicepersons vehicle must be kept clean and tidy and be checked daily for water, oil, tyres, fuel and proper operation of lights, indicators and warning device.
- b) Absentee Periods
All Servicepersons will ensure absentee days are minimised. The Servicepersons will assist in the planning of the daily servicing schedule by providing reasonable notice where an absentee day is unavoidable.
- c) Stock Reconciliation
 - I. Servicepersons in the presence of a Senior Staff person will be selected randomly to unload and verify/count his or her stock returned to the plant. Please refer to the table below for acceptable levels of product variance.

Product	Acceptable Variance
Mats	0%
Cabinet Towels	1%
Tea Towels Hand Towels Wipers	10% (est.)
Bath Towels	1%
Others (incl. Aprons/Caps)	1%

- ii) the Serviceperson must make sure that the pool items are exchanged on a one-for-one basis.
 - iii) Continuing shortages will result initially with counselling but if this fails the disciplinary action will be taken as per Clause 14.
- d) Completion of work
- I. Installation of hardware including and up to 3 continuous towel cabinets and hardware of reasonable size as determined by Management. Servicepersons will be trained to install cabinets. Management in determining the number of cabinets and hardware to be installed must consider the extra time required on the run and ensure that service to the other customers is not affected.
 - II. Terminations of a reasonable size (less than \$200 per week) will be executed by the Serviceperson.
 - III. Service Agreements (less than \$80 per week) will be resigned in the first instance by the Serviceperson.

- IV. Stocktakes at customers premises (less than \$200 per week) will be executed by the Serviceperson.
- V. Punctuality is to be adhered to. A continual incidence of lateness will result in counselling.
- VI. In the mornings, the Load Authorities and other relevant documents must be signed by the Serviceperson to acknowledge receipt of goods (including new stock issue) before departure from the plant. Stock for Special Deliveries must be added to the Load Authority and signed by the Serviceperson before departure.
- VII. All customer changes are to be actioned by completing a CAN or SQR before leaving the customer premises.
- VIII. All customer queries are to be recorded on an SQR.
- IX. Carry out specials when required and until "job finish" time. This means if a Serviceperson returns to the plant early, he or she may be required to carry out special deliveries.
- X. Presentation of products in the truck in an orderly and neat way in order to promote efficiencies and improve general hygiene. Soiled product must be separated and bagged. Full coat hanger stands are to be returned and replaced by empty ones.
- XI. The trucks must be, on return to the plant, parked at their correct berths.
- XII. On return, product has to be unloaded to the correct bins/sites; terminated goods and other specified product have to be sighted and verified by Senior Service Staff.

XIII. At the daily debrief, all documents, that is - Delivery Dockets, Soil Bin Sheets, CAN's, SQR's and other relevant documents, must be accurate and handed over for processing.

XIV. A locker is available for the storage of CAN, SQR books, tools, straps. After debrief, the CAN, SQR and Worksheet books will be placed in these lockers and removed when work begins the day after.

e) Correct Documentation

I. All documents - CAN's, SQR's, Worksheets and other documents are to be accurately completed.

II. All documents, unless stated otherwise, must be signed by the customer or the relevant authority.

III. Current CAN, SQR, Worksheet books will be at all times with the Serviceperson during the course of the run or in their respective lockers.

f) Fleet Maintenance

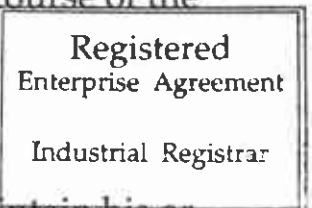
I. The Serviceperson will be required to maintain his or her truck in good condition. Regular oil, water, tyre, lights, indicators and warning device checks must be carried out.

II. The cab must be kept clean and hygienic.

III. A continual incidence of accidents will result in a review, then disciplinary action and dismissal when appropriate (as per Clause 14).

g) Overtime

All staff will work together to minimise overtime, however employees may be required to work a reasonable amount of overtime to meet urgent customer needs.



h) Sales

All Servicepersons will have a sales budget of \$15/week. This will include upselling of services and products to existing customers or new business leads.

An additional commission will be paid for new sales as per company guidelines.

The company will provide ongoing training and assistance to enable Servicepersons to achieve their budget.

The provisions of Clause 14 will not apply in the event that a Serviceperson does not achieve the Sales budget.

i) Competitor Activity

The Serviceperson will inform their Manager of possible competitor activity.

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j) Quality Systems and Procedures

In order to work within a continuous improvement program, all staff must comply with the Quality Systems and Procedures and where necessary, participate in quality related activity.

k) New Technology

The Serviceperson will be trained on the utilisation of new technology and will take the necessary steps to follow new procedures and maintain equipment in good condition.

l) Licence

New Servicepersons must in their own time possess or acquire a class 3A or equivalent licence within 4 four months of commencement unless approved in writing by Management.

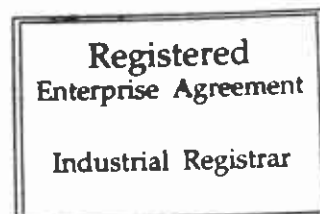
m) Unloading / Loading

I. Servicepersons will assist in the unloading of their vehicle as directed and ensure that all items are properly sorted, tagged and placed in the appropriate bin or area for processing. Production staff will assist in this process.

II. In order to meet customer service requirements there will be a need for some vehicles to be pre-loaded the night before the delivery day.

n) Performance Standard of Serviceperson

Both the representatives of Servicepersons and Management of the company will work together to continue to raise the standards of service provided to the customers. This will include the performance of servicepersons in meeting customer expectations. If Servicepersons do not comply with acceptable standards, as detailed in the Quality Procedures and Enterprise Agreement, they will be given appropriate training and warning as per clause 14 to raise their level of performance. If they still do not meet this standard, then they will be terminated.

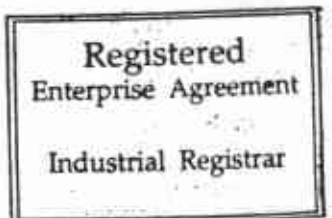


o) Maintain Route Revenue:

Servicepersons must ensure a high level of service is maintained in order that the average route revenue is the same or a higher value as an average over each quarter.

The route revenue will be reviewed on an ongoing basis with the view to ensuring that the value is increasing.

Servicepersons will assist in maintaining a high level of customer retention and growth of their route revenue. This is in line with Clause 6(N) above.



7. **PRODUCTIVITY AND FLEXIBILITY INITIATIVES**

There will be no restrictive work practices inconsistent with Award provisions. Work will be carried out in a Job and Finish type manner.

Servicepersons will work either a four-day consecutive shift over 6 days per week (Monday to Saturday), or a five-day normal working week. All existing permanent employees will continue to work a four-day shift between Monday and Friday unless they agree to new shift arrangements. All new permanent employees will be appointed as either a four-day shift or five-day normal working week in line with the service requirements of the customers requiring a daily service. Any changes to the existing arrangements will be subject to consultation and agreement by employee representative and the company.

The current flexible arrangements to ensure our customers receive their normal level of service will continue. This will include the collection and delivery of items by Supervisors/Managers where required to meet customer expectations in emergency situations.



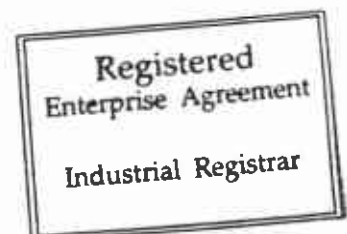
The working arrangements are:

- a) Four-day shift
 - I. The four-day shift will operate as an eight-day service fortnight. The days worked will be scheduled. Any changes to existing shifts can be made upon agreement with reasonable notice (e.g. a Serviceperson swapping a work day with another to meet a personal commitment).
 - II. The serviceperson's hours of work shall be 9 Hour 30 Mins per day (exclusive of breaks) (for the 4-day shift).
 - III. In any week where a single public holiday is gazetted, the public holiday shall be observed (without loss of pay) and work days shall be scheduled for the other 4 days in that week .
 - IV. In any week where two public holidays are gazetted, the public holidays shall be observed, and the remaining three week days will be scheduled as work days. In the week immediately prior to such a week, all five days shall be scheduled as work days. This will allow eight days to be worked over the fortnight.
 - V. Sick leave and other single day absences on work days shall result in a deduction to the entitlement of 9 hours 30 mins. The annual entitlement for sick leave remains at 60 hours 48 mins per year (as per the Award). (Note: New permanent employees are only entitled to a total 38 hours Sick Leave in the first year of employment).
 - VI. Annual Leave entitlements shall remain at 152 hours per annum.
 - VII. Overtime will be paid for work performed in excess of 10 hours including meal breaks (for the 4-day shift).

- VIII. Additional days worked to cover for Public Holidays not worked will be paid for at ordinary time rates.
- IX. Where a Public Holiday falls on a non-working Monday (including during periods of leave), an additional day's payment at ordinary time rates will be made.
- X. All hours worked on Saturday shall be at time and a half of normal rates of pay for the appropriate shift, and thereafter double time will apply.
- XI. The agreed working day shall normally either be 6 am to 4 pm or 7 am to 5 pm (in each case inclusive of breaks) based on current operating conditions. Starting times may change due to customer requirements and having regard to excessive overtime levels. In such cases, starting times may be changed by agreement or by giving reasonable notice.

b) Five-Day Week

A five-day normal working week will apply in line with Award provisions for nominated runs as described in Clause 7. These runs will be set in consultation with the Union delegates. Initially these runs will be Newcastle, Bathurst and run numbers 555, 500, 705 and 808.



c) Resource Allocation:

In an effort to maximise vehicle utilisation and customer satisfaction, Ensign may use subcontractors, casuals, or other means to achieve this objective. Payment will be in line with the General Carriers' Contract Determination. Engagement of personnel through labour hire agency would be in line with the Terms and Conditions of this Agreement. Those personnel will be included for the purposes of calculating the casual ratios outlined in the Award.

This will not impede the engagement of contract labour in the event of excessive absences.

Where full-time permanent employees are unavailable, suitably qualified and/or skilled casual employees and/or part-time employees may be engaged. The minimum casual engagement period will be four hours. A permanent to casual ratio of four permanents to one casual will be applicable.

Redundancy and retrenchment is an absolute last resort and would apply where an employee cannot be reasonably allocated work at another contract or site.

There will be no restrictions regarding the introduction, deployment and utilisation of new technology (including hand-held terminals, truck monitoring devices and electronic seals, chips), with employees fully co-operating in its use after appropriate training.



d) Other Matters

- I. All training time will be paid for at the appropriate rate of pay.
- II. Meal (30 minutes) and crib breaks, if applicable, will be taken by individual employees on a staggered basis as work permits.
- III. All pays will be electronically transferred to the employee's nominated accounts.
- IV. Where required, employees will perform duties within their competence, which include making sales and assisting other Ensign Staff.
- V. The normal/ordinary spread of hours remains at 6.00 am to 6.00 pm.
- VI. Employees will only be changed from four-day to five-day week or vice versa in agreement.

e) Route Development

In line with the company's growth plans, a route development model will be introduced to maximise sales growth in routes.

The proposed model will incorporate selling and customer retention initiatives. The model will be developed in consultation and agreement, and will present the opportunity to earn additional income based on performance achieved.

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8. **NO EXTRA CLAIMS AND NO INDUSTRIAL ACTION**

There are to be NO EXTRA CLAIMS and NO INDUSTRIAL ACTION regarding any matter dealt with in the Agreement while it remains in operation.

There will be no Meetings during working hours without a 24 hour written notice and agreement with the State Manager. The Union Delegate must also provide an agenda on the issues that will be discussed in the meeting.

9. **REVIEW**

The Terms and Conditions and rates of pay of this Agreement may be reviewed at 12-monthly intervals where either party wishes. Negotiation of a replacement Agreement will commence three months prior to the expiry of this Agreement.

10. **INFORMATION MEETINGS**

These meetings are to be held on a regular basis. In the meetings, only issues relating to ways in which the company can progress in terms of efficiencies of operations and the expansion of the customer base will be discussed.



11. COMMUNICATION AND CONSULTATION

It is agreed that while management must ultimately make and be held responsible for all decisions concerning operational matters, where these are likely to significantly impact on employees then before their implementation the decisions should be (unless impracticable) the subject of communication and consultation with employees and/or their accredited Union representative(s) on site. The purpose of such communications and consultations is to keep all employees fully informed, ensure that the decisions have proper regard for legitimate concerns or helpful suggestions of employees, and minimise the potential for misunderstandings to arise.

12. PAPERWORK

All paperwork is to be completed as required.

This may vary from time to time as requested by Management.



13. GRIEVANCES AND DISPUTES

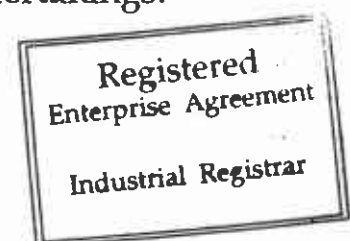
The Parties to this agreement will operate under this dispute procedure and it is the intention of the Parties to ensure no disruption to the Company's commercial operations.

Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner.

- a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place;
- b) In the event of failure to resolve dispute at job level the matter shall be the subject of discussions between an organiser of the Union or other employee representative and the workplace manager;
- c) Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.

In the event of no agreement being reached at this stage, then dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

All work shall continue as normal while these negotiations are taking place. Industrial action will not be utilised to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.





14. DISCIPLINARY PROCEDURES

a) First Warning

In the situation where the employee's actual performance is below expected standards as deemed by Management, the employee shall be counselled by his or her Supervisor or representative.

In this interview, the employee will be counselled and assisted to meet agreed performance standards.

A record of the interview will be kept in the employee's file.

b) Second Warning

In the course of the interview, the employee will be reminded of the performance that is believed to be of lower standards than the standards which are agreed to be met.

The employee will be given full opportunity to explain any reasonable cause for the below standard performance.

The warning will detail the facts discussed in the interview and what the consequences will be if the unacceptable performance continues. A copy of the warning will be made available to the employee concerned.

c) Final Warning

In the event that the employee's performance persists in falling below the agreed standards in spite of counselling and warnings as detailed above, the employee will be recalled for a further interview by Management and the Supervisor.

If the employee is unable to provide a satisfactory explanation to the continuing below standard performance then he or she will be issued a final warning.

The facts will be discussed and recorded and employee will be notified that the consequences of continued below standard performance will be termination of employment without further warning.

d) Instant Dismissal

In some situations unacceptable actions will not require an adherence to a warning system. Instant dismissal will result from the following actions :-

- I. Theft or misappropriation of company property.
- II. Operating Under the Influence of Alcohol or Drugs that results in behaviour causing potential risk to the community, employees or the business.
- III. Fighting or causing harm to others whilst working for Ensign.
- IV. Fraudulently Completing Time Cards or Paperwork.

e) Throughout this process the employee will be entitled to a representative of their choice.

15. LENGTH OF AGREEMENT

This agreement takes effect from 12th July 2000 for a period of three (3) years.



APPENDIX 1

ENSIGN PUNCHBOWL WAGE RATE CHANGES SUMMARY

DATE	POSITION	STATUS	INCREASE AMT. PER WEEK \$/WK	NEW AMT. PER WEEK \$/WK	NEW HRLY RATE \$/HR
12/07/00	SERVICEPERSON	PERMANENT	\$22.00	\$512.77	\$13.4939
	SERVICEPERSON	CASUAL	\$22.00	\$638.83	\$16.8112
	SERVICE REP	PERMANENT	\$22.00	\$535.81	\$14.1003
	SERVICE OFFSIDER	PERMANENT	\$22.00	\$485.83	\$12.7850
11/10/00	SERVICEPERSON	PERMANENT	\$8.00	\$520.77	\$13.7045
	SERVICEPERSON	CASUAL	\$8.00	\$646.83	\$17.0734
	SERVICE REP	PERMANENT	\$8.00	\$543.81	\$14.3108
	SERVICE OFFSIDER	PERMANENT	\$8.00	\$493.83	\$12.9955
12/07/01	SERVICEPERSON	PERMANENT	\$15.00	\$535.77	\$14.0992
	SERVICEPERSON	CASUAL	\$15.00	\$661.83	\$17.5652
	SERVICE REP	PERMANENT	\$15.00	\$558.81	\$14.7055
	SERVICE OFFSIDER	PERMANENT	\$15.00	\$508.83	\$13.3903
12/07/02	SERVICEPERSON	PERMANENT	\$16.00	\$551.77	\$14.5203
	SERVICEPERSON	CASUAL	\$16.00	\$677.83	\$18.0898
	SERVICE REP	PERMANENT	\$16.00	\$574.81	\$15.1266
	SERVICE OFFSIDER	PERMANENT	\$16.00	\$524.83	\$13.8113



SIGNED in agreement for and on behalf of relevant employees:

T. Stephenson

Tim Stephenson on 12/9 / 2000

SIGNED in agreement this 11th day of September 2000 for and on behalf of

Ensign (Aust.) Pty Ltd

[Signature]

PETER WITTS
GENERAL MANAGER - NSW/ACT

and in the presence of:

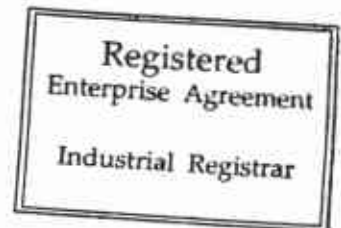
[Signature]

TREVOR WHITTON
CUSTOMER OPERATIONS MANAGER

SIGNED in agreement this 31st day of August 2000 for and on behalf of
Transport Workers' Union of Australia (New South Wales Branch), its officers and members:

[Signature]

TONY SHELDON
STATE SECRETARY



And in the presence of:

[Signature]

NAME:

[Signature]

SHANE O'BRIEN

TITLE:

TWU OFFICIAL

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