

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/247

TITLE: K & S Freighters Transport Employees (NSW) Agreement 2001

I.R.C. NO: 2001/3590

DATE APPROVED/COMMENCEMENT: 13 July 2001

TERM: 29 Months

**NEW AGREEMENT OR
VARIATION: New Replaces EA97/123**

GAZETTAL REFERENCE: 7 September 2001

DATE TERMINATED:

NUMBER OF PAGES: 7

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged
under Transport Industry (State) Award**

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

K&S FREIGHTERS TRANSPORT EMPLOYEES

(NEW SOUTH WALES)

AGREEMENT 2001

Registered
Enterprise Agreement
Industrial Registrar

1. Title

This agreement shall be known as the K & S Freighters Pty Ltd Transport Employees (New South Wales) Agreement 2001.

2. Parties Bound

This agreement shall be binding upon K&S Freighters Pty Ltd ("the Company") and the Transport Worker's Union of Australia ("the Union"), its officers and members.

3. Duration

This agreement shall operate from the date of certification by the New South Wales Industrial Relations Commission ("the Commission") and shall remain in force until 31st December 2003.

4. Scope and Application

This agreement shall supersede the Working In Unity Partnership Agreement – New South Wales 1997.

The Transport Industry State Award 1998 ("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.

The K&S Freighters Sydney Rail Enterprise Agreement 1997 – Stage 2 shall continue to regulate conditions of employment except as varied by this agreement.

5. Commitment to customer service

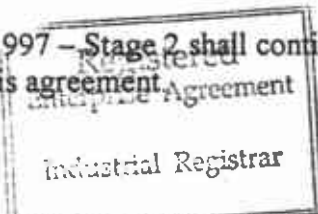
The parties are committed to the ongoing improvement in customer service through productivity improvements and the adoption of best practice and continuous improvement principles, as well as efficient work practices. Work will be arranged by management to give effect to this commitment.

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.

6. Rates of Pay

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.



In addition to the wage rates shown in the schedule, an additional 0.5% shall be paid to employees in relation to income protection insurance. It is the employee's responsibility to arrange and pay the cost of the premium of such insurance.

7. Job Security

In circumstances where there is an unforeseen need to reduce employment as a result of unusual commercial activities, the Company will prioritise the retraining and/or redeployment of all full-time employees affected by the change.

The Company will also consult with the Union should it be necessary to reduce the size of the labour force. Preference will be provided to retaining all existing full-time employees. In all instances the Company shall endeavour to limit the number of outside hires, use of agencies and casuals in preference for full-time.

Where the Company is able to find alternative employment within the Group, it should be within a reasonable distance and time from the previous location of employment.

8. Health, safety and environment

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.



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, as far as is practicable 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. No further claims

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

11. 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 undermentioned 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 by an accredited site 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 – the consultative committee, senior management and the accredited union organiser may be called upon to assist;
 - (iv) If the matter is still not resolved it shall be referred to the New South Wales Branch Secretary of the Transport Workers' Union and 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.

12. Next agreement negotiations

Negotiations to replace this agreement shall commence no earlier than two months prior to its nominated expiry date, and pending agreement being reached on a new agreement, this agreement shall remain in force.

13. 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.
- (5) 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.

Registered
Enterprise Agreement
Industrial Registrar

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

[Signature] 19/3/01
Witness
Garry Robertson
Name
(Please print)

[Signature]
Representative
SEBASTIAN ALBERT HILL
Name
(Please print) 19.3.01.

Date _____

Signed for and on behalf of the Transport Worker's Union of Australia - New South Wales Branch in the presence of:

[Signature]
Witness
R.F. PACE -
Name
(Please print)

Registered
Enterprise Agreement
Industrial Registrar

[Signature]
Representative
A.J. Shepherd
Name
(Please print)

Date _____

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

[Signature]
Witness
P. WHEELER
Name
(Please print)

[Signature]
Representative
19-3-01
PAUL D. GAREA
Name
(Please print)

Date 19-3-01

[Signature]
Witness
19-3-01
PAUL D. GAREA
Name
(Please print)

[Signature]
Representative
P. WHEELER 19-3-01
Name
(Please print)

Date 19-3-01

[Signature]
Witness
PAUL D. GAREA
Name
(Please print)

[Signature]
Representative
Vic MEREDITH
Name
(Please print) 19-3-01

Date 19-3-01

CONFIDENTIAL

K&S FREIGHTERS TRANSPORT EMPLOYEES

(NEW SOUTH WALES)

AGREEMENT 2001



SCHEDULE OF RATES

Grade	Upon Certification	1st January 2002	1st January 2003
1	\$528.35	\$544.20	\$560.55
2	\$546.85	\$563.25	\$580.15
3	\$559.60	\$576.40	\$593.70
4	\$570.75	\$587.85	\$605.50
5	\$599.45	\$617.45	\$635.95
6	\$606.65	\$624.85	\$643.60
7	\$628.55	\$647.40	\$666.80
8	\$673.20	\$693.40	\$714.20

INCOME PROTECTION INSURANCE

Grade	Upon Certification	1st January 2002	1st January 2003
1	\$2.55	\$2.65	\$2.70
2	\$2.65	\$2.75	\$2.80
3	\$2.70	\$2.80	\$2.90
4	\$2.80	\$2.85	\$2.95
5	\$2.90	\$3.00	\$3.10
6	\$2.95	\$3.05	\$3.10
7	\$3.05	\$3.15	\$3.25
8	\$3.30	\$3.35	\$3.45