

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/98

**TITLE: Ensign Linen NSW Service Persons Enterprise Agreement  
2005-2007**

**I.R.C. NO:** IRC5/763

**DATE APPROVED/COMMENCEMENT:** 22 February 2005 / 22 February 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 29 April 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Ensign Services (Aust) Pty Ltd, located at 45 Epsom Road, Roserbery NSW 2018, employed as Grade 3 (known as Servicepersons on the Ensign Sites), situated at Rosebery and Marrickville, who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award.

**PARTIES:** Ensign Services (Aust) Pty Ltd -&- the Transport Workers' Union of New South Wales

# **ENSIGN LINES NSW SERVICE PERSONS ENTERPRISE AGREEMENT 2005-2007**

## **1. Title of Agreement**

The title of this agreement is the ENSIGN LINEN NSW SERVICE PERSONS Enterprise Agreement 2005-2007.

## **2. Parties to the Agreement**

The enterprise agreement is made in accordance with:

- (a) the provisions of sections 32 - 47 of the *Industrial Relations Act 1996*; and,
- (b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are Ensign Services (Aust) Pty Ltd and the Transport Workers' Union of Australia (NSW Branch)

## **3. The Enterprise**

The Enterprise for which the agreement was made is Ensign Linen, Rosebery and Marrickville operations

## **4. Intention**

This agreement shall only apply to Ensign employees employed under the Transport Industry-Mixed Enterprises Interim (State) Award - Grade 3 (known as Servicepersons on the Ensign Sites), situated at Rosebery and Marrickville

This Agreement does not provide precedent for other Company operations.

## **5. Duress**

This agreement was not entered into under duress by any party to it.

## **6. Incidence**

Apart from clauses specified in this agreement, all other clauses of the Transport Industry-Mixed Enterprises Interim (State) Award shall apply.

Wage Rates in this Agreement do not apply to probationary employees in Service person roles for the first 3 months of their employment. Rates for such employees are prescribed in the Transport Industry-Mixed Enterprises Interim (State) Award.

## **7. Dispute Resolution Procedure**

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

All work shall continue during this procedure. Industrial action will not be used to disrupt the availability of labour to work in accordance with the requirements of the Company's business undertakings.

### **8. Settlement Terms**

This agreement shall operate from the date of registration and shall remain in force for a period of three years unless varied or terminated earlier by the provisions provided by the *Industrial Relations Act 1996*.

It is a term of this Agreement that the Union undertakes not to pursue any extra wage claims and the wage increases nominated are in settlement of any previous claims. Any future wage movements arising during the life of this Agreement from State Wage Case decisions shall be absorbed by the wage increase set out in this Agreement.

The parties agree to follow the dispute resolution procedure as contained in Clause 7 of this agreement.

In the event of a work practice being identified as a risk the work practice shall cease immediately and a risk assessment will be carried out by a suitably qualified person or authority.

Prior to a union meeting being conducted during work time the delegate shall inform management in writing of the pending meeting.

### **9. Consultative Mechanisms**

Employees and Management shall form a consultative committee to monitor this agreement. This committee is to meet no less than every 3 months.

### **10. Anti-Discrimination**

1. It is the intention of the parties to this agreement to seek to achieve the object in s 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, age and responsibilities as a carer.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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 victimize 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 s 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.

#### NOTES

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### 11. Objectives

Increased performance and business improvement

The parties agree that high levels of customer service delivery and standards are essential to business retention and job security. This is reinforced through:

The ordinary span of hours for employees covered by this Agreement will be 5.00am to 6.00pm.

Service Persons will continue to cooperate in assisting designated packout employees with the organizing and packing of their own linen requirements when directed by management.

Service Persons will work cooperatively to, where possible, ensure all allocated work each day is completed according to allocated routes.

Service Persons will be required to ensure they fulfil all overtime requirements of service deliveries including all Saturdays and public holidays to meet customer demands.

Overtime will be rostered following consultation with employees with the aim of achieving an equitable spread across employees.

Ordinary hours of work remain as an average of 38 hours per week exclusive of meal break.

In the event that an overtime requirement for Sundays arises further consultation will occur between the parties.

Any absences from rostered overtime shifts must be supported by appropriate medical evidence from the employee.

Overtime opportunities (outside of rostered overtime) will be offered first to permanent employees. Should employees decline the overtime, it may then be offered to casuals or external resources.

Service persons agree to abide by the requirements of the Ensign Linen Servicepersons Job Description attached as Appendix A to this document.

### 12. Wages

All specified wage increases are dependent on continued cooperation and commitment to conditions in this Agreement.

As a result of this agreement, the following ordinary weekly rates of pay for Service Persons shall apply (first payroll run after):

15/1/05	1/1/06	1/1/07
\$559.90 (\$14.7335 hourly)	\$582.30 (\$15.3228 hourly)	\$605.60 (\$15.9357 hourly)

### 13. Use of Company Trucks

Service Persons will be permitted to use Company trucks for the purpose of commencing and finishing work at their place of residence where management permission is given. This usage does not form part of permanent terms and conditions and is at Company discretion.

Service Persons will take all reasonable steps to maintain and secure vehicles when in their care. No garaging allowance is applicable in this case.

### 14. Future Agreements

The parties undertake to enter into negotiations at least three months prior to the expiry of this Agreement to establish another Agreement where appropriate. Any provisions in this agreement are without prejudice to any potential terms of a new agreement. The parties reserve the right to renegotiate all the terms and conditions provided in this Agreement.

### 15. Signatories to the Agreement

Signed for and on behalf of Ensign Services (Aust) Pty Ltd

Signature:

Printed Name:

Occupation:

Date:

and,

Signed for and on behalf of the Transport Workers' Union of Australia (NSW Branch)

Signature:

Printed Name:

Occupation:

Date:

## APPENDIX A

Ensign Linen Servicepersons Job Description

PREPARED BY: ..... AUTHORISED BY: .....

### 1.0 PRIMARY FUNCTIONS

Deliver clean linen and collect soiled linen for Spotless' customers on designated routes.

Ensure customer satisfaction.

### 2.0 SCOPE OF DUTIES

This position involves the maintenance of agreed levels of linen in all the linen cupboards & other service points throughout the hospital complex on a Monday to Friday basis unless otherwise agreed.

Tidy and restock linen storage areas

Provide a link between the customer and the Customer Service Managers

Ensure correct deliveries at all times

Keep truck clean and tidy at all times

Collect soiled linen bags as required by the relevant route schedule

Maintain a company profile with communication to nursing, housekeeping and environmental service staff regarding product availability on each service day and communicate all information, which may affect service delivery to the hospital.

### 3.0 RESPONSIBLE TO

Distribution Co-ordinator

### 4.0 QUALIFICATIONS REQUIRED

Class 3A drivers licence

Basic literacy and numeracy skills

### 5.0 TRAINING

Be trained in all aspects of linen delivery

### 6.0 DOCUMENTATION

The Serviceperson will count the remaining linen item by item at each service point & record this figure in the remaining column of the delivery docket. After calculating the quantity of linen required the attendant will restock the service points to the agreed imprest levels and record the quantity delivered on the docket.

Maintain all relevant documents and files at the designated time and using procedures. Including but not limited:

- Delivery dockets
- Stock reorder forms
- Time sheets

### 7.0 ADDITIONAL INFORMATION

Working environment - healthcare facilities

Must pass the pre-employment medical examination including the testing of & treatment of specified immunities as specified by the pre-employment medical practitioner.

Must wear gloves provided when handling soiled linen bags. NOTE. Servicepersons are not expected to handle unbagged linen or linen bags that are over filled or untied.

Servicepersons must be vaccinated against infectious diseases as directed by the General Manager. Note. The cost of any vaccinations deemed necessary will be borne by Spotless.

Servicepersons should always be aware that linen bags may contain sharps & should be carried by the neck & the strap on the base.

Physical demands - able to push trolleys, lift loads and have a full range of mobility from squat to reach 180cm

Good interpersonal and communication skills.

Capable of making decisions and exercising good judgement alone.

Capable of representing the Company in a proficient manner to customers

Friendly, obliging & helpful manner at all times

Good judgment and self-confidence.

Ability to handle varied workloads effectively.

Able to perform mathematics sums without a calculator

## 8.0 HOURS OF WORK

According to those hours as specified in the current Enterprise agreement