

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/99

**TITLE: SIRVA (Australia) Pty Ltd trading as Allied Pickfords  
Queanbeyan NSW/Transport Workers Union Enterprise Agreement  
(NSW) 2003**

**I.R.C. NO:** IRC5/349

**DATE APPROVED/COMMENCEMENT:** 14 February 2005 / 14 February 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 29 April 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Sirva (Australia) Pty Ltd t/a Allied Pickfords, located at 184 Queanbeyan NSW 2620, who fall within the coverage of the Transport Industry (State) Award.

# **SIRVA AUSTRALIA PTY LTD TRADING AS ALLIED PICKFORDS QUEANBEYAN NSW/ TRANSPORT WORKERS UNION ENTERPRISE AGREEMENT (NSW) 2003**

## **1. Preamble**

This agreement is between the Company, the Transport Workers Union of New South Wales and the employees of Allied Pickfords operating out of Queanbeyan NSW.

The terms and conditions of this agreement do not extend to Owner Drivers who are contracted by the Company.

The parties are committed to extend the items covered under this Enterprise Agreement throughout its life of this agreement.

This Agreement shall be known as the SIRVA (Australia) Pty Ltd trading as Allied Pickfords Queanbeyan NSW/Transport Workers Union Enterprise Agreement (NSW) 2003.

## **2. Parties Bound**

This Agreement is binding on:

1. The Company, Sirva Australia Pty Ltd t/a Allied Pickfords, as its operations located at 184 Gilmore Road, Queanbeyan. NSW 2620; and
2. All employees, whether member of the TWU or not, whose employment would render them eligible to be members of the TWU.
3. The Transport Workers Union of New South Wales

## **3. Intent of Parties**

This Agreement has been developed through a process of consultation and negotiation between the Company and staff reflecting recognition of the needs of the Company and a commitment by all parties to agree on provisions which, reflect the requirements of the furniture removals industry. It is the intention of the parties to provide and maintain a framework which will ensure that the spirit and substance of the Agreement endures to the benefit of all those affected by it.

The Company is committed to the highest standards of Quality Assurance and Best Practice. These fundamental Company policies are aimed at achieving outstanding customer service at all times. Allied Pickfords and Staff are committed to the Company's Quality Assurance policy and accordingly and consistent with this policy, staff will implement Company Quality Assurance procedures, appraisals and adhere to the Allied Pickford Quality Assurance manual.

To this end, all parties are dedicated to:

- 3.1 Establishing individual enterprise and conditions of employment based on the specific needs of the Company in conjunction with the core terms and conditions expressed herein;
- 3.2 Ensuring that the Company's facilities operate in a manner which will enhance and optimise cost-effective excellence and performance, with changes in technology and work procedures and practices contributing to and maintaining this position;
- 3.3 Seeking continuous review and improvement in agreed measures of safety, work place and performance quality and work environment, together with employees willing to accept responsibility for outcomes in these respects;

- 3.4 Ensuring that work can be undertaken in a fully flexible manner without demarcations or limitations on performance, subject only to the restrictions imposed by individual skill and knowledge levels;
- 3.5 Establishing and maintaining open and direct communication with all employees on matters of mutual interest and/or concern;
- 3.6 Avoiding any action which disrupts or dislocates continuity of work and customer service through a commitment to a process which seeks to deal with and resolve employee concerns, of whatever type or nature, speedily and effectively by prompt, full and open communication; and an agreed process of consultation and negotiation. Initially less formally at the site level but, if not thereby resolved, through a formal dispute resolution procedure;
- 3.7 Establishing, supporting and maintaining standards of work performance, conduct and attendance, which will maximise safe, productive and efficient operations;
- 3.8 Further, to promoting self esteem and group morale, necessary to achieving a workplace where the employees accept responsibility for their individual performance and quality of output, as well as that of the work team or enterprise as a whole. In this regard, particularly to promoting the philosophy of self-managing work teams, along guidelines established by Australian Best Practice initiatives;
- 3.9 Ensuring that employees receive a proper level of reward measured against their work performance, with opportunities for career advancement through both lateral promotional progression, together with job security and maximised quality of working life. In this regard, to establishing processes for training employees to improve skills and knowledge.
- 3.10 Establish a training program that will enhance the performance quality of all employees and provide the necessary skills for advancement through the classification structures.
- 3.11 It is the further intention of the parties that this Agreement be certified in the Industrial Relations Commission of New South Wales and to provide for basic conditions of engagement for employees situated at 184 Gilmore Road, Queanbeyan and in the Australian Capital Territory.

#### **4. Definitions**

"IRC" means the Industrial Relations Commission of New South Wales.

"Award" means the Transport Industry (State) Award NSW as varied from time to time. "Company" means Sirva Australia PTY LTD trading as Allied Pickfords (Queanbeyan). "Employee" means any employee whose work is covered by this agreement.

"TWU" means the Transport Workers' Union of New South Wales.

- 4.1 "Furniture" shall mean any article of household and/or office furniture or whitegoods which are completely manufactured and ready for use, and shall include furniture being transported from a manufacturer to a retail store: unless such furniture is crated, cartonised, or otherwise covered.
- 4.2 "Employee" shall otherwise mean any person employed in connection with the business of furniture removing and re-location within the Australian Capital Territory and environs.
- 4.3 "Industry" shall mean the transportation by road of furniture, for the purposes of uplifting furniture from one place for removal or re-location to another place throughout the Australian Capital Territory or partly within the Australian Capital Territory and partly to another place, either within the Commonwealth of Australia or internationally.
- 4.4 "Rest" shall mean a given period of paid time which can be utilised by the employee for the purposes of personal administration or recreational activities during working hours as approved by the Customer Service Supervisor/Manager or other person duly authorised on his behalf.

- 4.5 "Suitably Qualified" shall mean a Removalist/Offsider who is deemed by either the Australian Furniture Removalists Association, the customer service manager or supervisor or an external training provider nominated by the regional manager, A.C.T Riverina, to have suitable qualifications.
- 4.6 "House Cleaning" shall mean all sweeping, cleaning and such tasks associated with general cleaning within the warehouse.
- 4.7 "Removal" shall mean all duties associated with the pick up or delivery of furniture or personal effects of a client.
- 4.8 "Unskilled Labourer" shall mean a labourer who has no skills and requires on-the-job 'in house' removals and packing training and is not suitably qualified. The rate for an unskilled labourer specified in clause 6.1.6 is inclusive of casual loading.
- 4.9 "Casual" shall mean a suitably qualified casual or skilled casual as determined by the management, considering the person's experience within the removal industry.

## **5. Contract of Employment**

The following terms of employment have been agreed to provide for the maximum flexibility of employees engaged, and the need for the Company to operate efficiently and productively.

### **5.1 Permanent Employees**

#### **5.1.1 Hours of Work Monday to Friday**

5.1.1.1 This Agreement shall provide for ordinary hours of work which do not exceed 8 hours per day Monday to Friday.

5.1.1.2 Employees shall be entitled to payment at the normal hourly rate for the first 8 hours in any day, then at time and one half for hours worked after 8 hours and up till 10 hours. All hours worked in excess of 10 hours shall be paid at double time rates.

#### **5.1.2 Overtime**

All overtime will be paid weekly and not accumulated. Under all work arrangements, overtime shall be either paid for all hours which are worked in excess of the hours provided for the day or worked outside of the span of hours provided herein.

#### **5.1.3 Work Arrangements**

Employees shall undertake work as directed by management, consistent with the needs of the operation. Wherever possible, management shall consult with employees with a view to meeting any special individual requirements.

#### **5.1.4 Span of Hours**

The ordinary span of hours between which no additional penalties will apply except as herein provided will be 5.00am to 7.00pm, PROVIDED THAT an employee engaged on long-distance work may be required to commence or finish work outside of the span of hours in order to meet the particular needs of the operation.

#### **5.1.5 Starting and Finishing Times**

5.1.5.1 Starting and finishing times of employees' shifts will be determined by management and advised to employees prior to the work being required and where possible no later than the day prior to such work being required. Span of hours to be between 0500 and 1900 Monday to Friday with breaks between shifts to be 8

hours minimum to meet client requirements. Wherever possible the Company will give 24 hours notice or longer if able.

5.1.5.2 A starting time, once set, may be varied by management to meet some particular requirement subject to reasonable notice being given to the employee of such change.

5.1.5.3 Employees may be given Rest by management subject to completion of work, tasks or projects allocated on any particular day. Rest is given to employee/s at no loss of pay and may only be given by the Customer Service Supervisor/Manager, Branch Manager or a duly authorised representative.

5.1.5.4 Starting and finishing times on any given day will usually conform to an eight hour day, unless a removal or tasks associated with a removal is in progress, when employees will be expected to complete the removal task. Employees are not expected to work in excess of an eight-hour day for the purposes of house cleaning when cleaning can be completed on the next working day, and considering scheduled work for the next working day.

#### 5.1.6 Employees rostered to work on Saturdays and Sundays

A permanent employee, other than an employee engaged on Long Distance Driving duties, or a casual or unskilled labourer, who is required to work ordinary time, on Saturdays shall be paid for all hours so worked at the rate of 1.5 on the relevant classification and double time on the relevant classification all day Sunday, with exception to Business Relocations as described in Clause 7.

#### 5.1.7 Employees rostered to work on Public Holidays

5.1.7.1 An employee rostered to work on public holidays (with the exception of Christmas Day and Good Friday) shall be paid for the day at two and one half times the normal hourly rate prescribed in Clause 6.1.6, for all hours so worked.

5.1.7.2 An employee rostered to work on Christmas Day or Good Friday (or the day so proclaimed as the public holiday) shall be paid for the day at three times the normal hourly rate prescribed in Clause 6.6 for all hours so worked.

### 5.2 Casual Employees and Unskilled Labourers

5.2.1 Employees may be engaged as casual employees, in which event they shall be paid for each start for no less than four (4) hours work.

5.2.2 The company will not employ a casual or unskilled labourer in preference to permanent employees for weekend work. A casual or unskilled employee may be engaged for weekend work when workload permits or permanent employees are unavailable.

5.2.3 Notwithstanding that there may be engagements on successive days, casual employment shall be paid by the day, being the period on any one day for which the employee has been engaged. There is no requirement that the Employer will continue to engage a casual employee on a day or days subsequent to any day of engagement, and no continuity of employment shall be inferred by any continuum, of such engagements for work on subsequent days. Notwithstanding that work is undertaken by casual employees on a continuing sequence of independent engagements, casual employees shall be paid for all work undertaken on the next normal payday for full-time employees,

### 5.3 Termination

#### 5.3.1 Full-Time Employees

- 5.3.1.1 There shall be an initial probationary period of employment of three months, during which period termination may be effected by either party giving one week's notice in writing to the other.
- 5.3.1.2 Thereafter, the Employer may terminate the employment of employee for any valid reason by giving notice in writing and providing for a period of notice at least equal to the period provided in NSW *Industrial Relations Act 1996*.
- 5.3.1.3 These provisions shall not affect the right of the employer to summarily terminate the employment of an employee who is suspected of:

Misconduct or dishonesty;

misappropriation of paid time.

Use of drugs or alcohol is prohibited whilst employed (Random breath and drug testing will take place on Company premises from time to time or when individuals appear in a way consistent with Alcohol or Drug consumption. The process of evaluation and testing will be formalised prior to testing. All drugs alcohol included, will be banned from the workplace. Zero BAL will be required at all times); or

Verbal or Physical abuse of clients or management.

- 5.3.1.4 Subject to the terms and conditions of this agreement, where circumstances arise that prevent the probationary period from being completed in one continuous period, or where a person has not met expected standards, the probationary period may be extended for a further period, not exceeding a further 3 months. It would be intended that appropriate in house training would be provided to assist the person to have the opportunity to meet the standard.

#### 5.4 Work to be Performed

- 5.4.1 Consistent with the Employer's objective on development and training to provide for multi-skilling, employees may be directed to perform and undertake tasks ancillary to their normal duties provided such work is within the range of capability of the employee.
- 5.4.2 Any direction by the employer shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- 5.4.3 An employee who is directed to carry out the tasks prescribed shall undertake and perform such tasks to the level of his or her competency and shall comply with all reasonable directions of the employer in this respect,

#### 5.5 Public Holidays

- 5.5.1 An employee covered by this Agreement shall be entitled to holidays on the following days:
  - (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (b) The following days, as prescribed by decision of the Government of the State of New South Wales, as applicable: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day. Employees shall not be entitled to receive two days holiday pursuant to this clause where different days are proclaimed for the State of New South Wales but may agree with the Company for the taking of one or other day.
  - (c) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- (d) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (e) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (f) Where public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement.

5.5.2 The Company, with the agreement of the Employees and/or the Union may substitute another day for any prescribed in this clause.

- (a) For this purpose, the consent of the majority of affected employees shall constitute agreement.
- (b) An agreement pursuant to (a) shall be recorded in writing and be available to even/affected employee.
- (c) The Staff shall be informed of an agreement pursuant to 5.5.2 and may within seven days refuse to accept it.
- (d) If the Staff, pursuant to (c), refuses to accept an agreement the parties will seek to resolve their differences to the satisfaction of the Company, the employees by reference through the procedure for settling disputes provided herein.

## 6.1 Classification Structure

6.1.1 Employees will be classified in one of the Grade levels set out in sub-clause 6.1.5 hereunder in accordance with their determined degree of skill and responsibility. Employees shall be required to demonstrate a responsibility within the Grade levels. Employees shall be required to demonstrate a level of skill with respect to the performance of the duties they have been directed to undertake as well as a level of skill satisfactory to the employer in other areas within their skill levels. This shall be a prerequisite to an employee advancing to a higher level.

6.1.2 The employer shall provide access to training for employees to enable them to develop their skills, together with any reasonable opportunity to exercise such skills. Employees may be required to perform duties within the skills structure provided that such change in duties shall not be designed to de-skill the employee. Progression to a higher level within the structure shall be dependent on the employee satisfying the employer with respect to their skills level, together with a position being available at the higher level.

6.1.3 On engagement or thereafter, an employee who wishes to have their previous employment experience taken into account for the purposes of being graded within the Skills Levels, shall have the responsibility for providing proof of such experience, if required, to the employer.

6.1.4 Subject to the foregoing, the grading of each employee shall be determined by the employer.

### 6.1.5 Grading and skills prescriptors

Grade 1 Adult entry-offsider without suitable qualification, who undertakes in-house training in packing, documentation, client relations etc, less than 12 months full time experience.

Grade 2 Suitably qualified removalist/offsider, with more than 12 month's full time experience or an aggregate of experience within a three year period. Successfully completes in-house training in Allied Pickfords packing, international wrapping, documentation, client relations etc. An experienced packer, loader (unsupervised) and able to complete removals documentation to a high level as determined by the

Customer Service Manager. May also have light truck licence and FLT licence.

- Grade 3 Suitably qualified removalist, who has 2 years full time experience, or an aggregate of experience equal to two years full time experience, within a three year period. Successfully completes in-house training in Allied Pickfords packing, documentation, client relations etc, FLT licence with capacity up to nine tonnes, International Wrapper, Crew leader and minimum MR licence. Documentation will be completed to a high level as determined by the. Customer Service Supervisor.
- Grade 4 All the above plus 5 years full-time experience, minimum HR licence and open FLT licence. May also have first aid certificate, basic computer knowledge of in house system and the ability to conduct a pre removal survey.
- Grade 5 Senior Removalist. All the above plus 7 years full time experience including Store Supervision and HC licence. May also be able to conduct administrative duties within the operations office.
- Grade 6 Depot Supervisor. All the above and able to manage all day to day warehouse and depot activities to ensure maximum control and efficiencies as determined by branch management. May have previous experience in a foreman position with demonstrated competency in the furniture removal industry.

6.1.6 Permanent employee Wage rates

In accordance with the agreement reached, all employees will receive an increase of 12% for the life of this agreement. This 12% will be implemented with a 4% increase affective 01, January 2004 on acceptance, a second 4% affective September 2004 and the final component of 4 % affective September 2005.

On acceptance of this agreement, the company will include a further 1% increase to the first instalment in compensation and to satisfy any claims of back payment to current employees.

| Grade | Current Award Rate. | Current EBA Rate | 1st-5% Component on Acceptance. | 2nd - 4% Component 1st Sept 04. | 3rd - 4% Component 1st Sept 05 |
|-------|---------------------|------------------|---------------------------------|---------------------------------|--------------------------------|
| 1     | \$545.40            | \$572.00         | \$600.60                        | \$624.62                        | \$649.60                       |
| 2     | \$562.50            | \$605.20         | \$635.46                        | \$660.87                        | \$687.31                       |
| 3     | \$574.40            | \$618.40         | \$649.32                        | \$675.29                        | \$702.30                       |
| 4     | \$584.80            | \$630.40         | \$661.92                        | \$688.39                        | \$715.93                       |
| 5     | \$611.50            | \$670.40         | \$703.92                        | \$732.07                        | \$761.35                       |
| 6     | \$618.20            | \$684.40         | \$718.62                        | \$747.36                        | \$777.25                       |

The rates shown in the foregoing schedule are all-purpose rates for permanent employees and are inclusive of all relevant allowances including, holiday loading and shift allowances, except with respect to meal allowance (Clause 6.2.1) and with respect to accommodation allowance (Clause 6.2.2), which shall be paid to any employee who is required to spend the night away from his or her usual place of residence. The above rates are effective on acceptance of this agreement and apply to current permanent employees only.

6.1.7 Casual employee wage rates

Casual wage rates are subject to the same increase in % terms as permanent employees, Those rates as shown below are inclusive of the 15% casual loading. One twelfth of the hourly rate in lieu of annual leave will be paid to the base rates up to 40 hours per week,

The unskilled labourer rate will be applied to those casuals with no experience within the industry.. This payment will be applied for a undetermined period, or until that casual employee can substantiate to the customer services supervisor / manager that those skills required to carry out their duties affectively, have been attained.



| Grade              | Current Hourly Rate                  | 1st Component 5% | 2nd Component of 4% effective Sept 04   | 3rd Component of 4% effective Sept 05 |
|--------------------|--------------------------------------|------------------|---|---------------------------------------|
| 1                  | \$16.12                              | \$16.92          | \$17.60   | \$18.30                               |
| 2                  | \$16.68                              | \$17.51          | \$18.21   | \$18.94                               |
| 3                  | \$17.07                              | \$17.92          | \$18.64   | \$19.38                               |
| 4                  | \$17.41                              | \$18.28          | \$19.01   | \$19.77                               |
| 5                  | \$18.29                              | \$19.20          | \$19.97   | \$20.77                               |
| 5                  | \$18.51                              | \$19.43          | \$20.21   | \$21.02                               |
| Unskilled Labourer | \$12.50<br>(Includes casual loading) | \$13.75          | Unable to perform a removal without guidance and/or supervision. Rate inclusive of casual loading and holiday pay.  |                                       |
| Skilled Casual     |                                      |                  | Determined by the Customer Service Supervisor/Manager, considering the employee's skills and employment records. The casual employee to be graded in accordance with the EBA. |                                       |

6.1.8 The employer shall determine an employee's classification under the proposed structure by consultation with each employee, subject to the following:

- (a) Should any dispute arise between the employer and the employee with respect to classification, the matter shall be referred to a committee consisting of the office delegate or other appropriate official of the Union and a representative of the employer for resolution.
- (b) Should the dispute not be resolved pursuant to 6.1.7 (a) hereof, the matter shall be dealt in accordance with Clause 13 (Dispute Settling Procedures).

#### 6.1.9 Junior Rates

A junior employee engaged under the terms of this Agreement shall be paid as hereinafter provided:

Age % of Applicable Adult Rate

|             |      |
|-------------|------|
| 16 or under | 75%  |
| 17          | 80%  |
| 18          | 90%  |
| 19          | 95%  |
| 20          | 100% |

Employees aged 20 years and over, and employees who are required to undertake driving duties shall be paid at the adult rate for their respective classification. It is further acknowledged that where an employee aged between, 16 to 20 inclusive, meets the standard and skill level of grades 1 to 6. They will be paid in accordance with that classification.

#### 6.2 Allowance for Meals and Away from Home

Weekly employees covered by the terms of this Agreement shall be required to perform work as reasonably directed by the Employer which is recognised as requiring attendance, effectively on a daily basis, away from home and under circumstances where employees are required to purchase meals and incur incidental expenses associated with travel away from home.

6.2.1 Meal Allowance. A payment of \$9.35 is provided for meal allowance for work performed in excess of 10 1/2 hours on any one day. However, should the company provide a meal to an

employee, then the allowance is not payable. An employee who is away on long distance driving duties will be paid meal allowance for all meals following the first meal break on the day of departure. Should the employee break the journey, with the company's approval, for personal reasons, then the meal entitlement is to recommence following the first meal break on continuance of the journey. This allowance will vary in accordance with the award applicable.

6.2.2 Accommodation Allowance, Employees who are engaged on long distance work and who are required to remain away from their normal place of residence overnight, shall be paid an accommodation allowance of \$45.00 per night for each night they are so away from home. However, should the company arrange accommodation, or an advance be provided for accommodation, the employee is not entitled to the allowance.

6.2.3 Stand By Provision. An employee who is required to be away from home, where no work is required, shall be paid a stand by payment of four hours per day at his or her normal rate or an equivalent in accommodation value.

6.2.4 Where a dispute occurs regarding the payment of the allowance described in 6.2.3 between the employee and the Customer Service Supervisor/Manager or his authorised delegate the matter will be dealt with in accordance with the dispute resolution process as outlined in clause 13.

6.2.5 Higher Duties Allowance. An employee, who holds the relevant qualifications or licence, and is required to perform duties which attract a higher pay rate outlined in clauses 6.1.6 and 6.1.7, shall be paid in accordance with that clause for the task performed. The employee will receive an hourly rate of pay for tasks attracting a higher pay rate for a minimum of one hour. Tasks that do not exceed one-hour duration will not be paid to an employee at a higher rate. All tasks, which exceed two hours duration, will attract one day's pay, at the higher rate, on that day.

6.2.6 Supervisors Allowances. Where it is acknowledged by the Customer Service Manager that an employee has been appointed to a business relocation or removal service and is responsible for the performance of a team in excess of 6 removalist. The time spent in this capacity will be paid a further 20% of the hourly rate applicable to the employees classification. This is applicable when they have been evaluated by the Customer Service Manager to have successfully fulfilled the supervisory role.

6.3 Casuals. Employees engaged as casuals shall be paid at the hourly rate provided in the Schedule here above. In accordance with current provisions, any casual employee who is in that position for a period of 12 months, shall be offered permanent fulltime or permanent part time employment.

This offer of permanency will be in accordance with hours worked on average over the 12 month period and therefore any offer may be for permanent full time or full time part time.

6.4 Payment of Wages, Wages, paid on a weekly basis, due to employees may be paid by electronic transfer of funds to a financial account nominated by the employee, so as to be available for the employee by the close of business on the normal pay day of the Company. Payment for casuals may be made on the normal payday of the employer.

## **7. Business Relocations**

When employees are engaged in business relocations out of normal spread of work hours, including Saturdays, and Sundays, they shall be paid at a rate of 1.3 X the appropriate grade as determined by management and detailed in clauses 6.1.5, 6.1.6 and 6.1.7.

Unskilled labourers may be utilised for Business Relocations provided that all permanent employees and skilled casual labourers are tasked firstly. Unskilled labourers are paid at the rate of \$15.00 per hour, inclusive of penalties during Business Relocations irrespective of hours of employment, or previously employed days, including Saturday and Sundays. The business relocation rate shall not apply to public holidays as the appropriate public holiday rate will apply.

## **8. Long Distance Driving Duties**

Where an employee is tasked to perform driving work, on a return trip in excess of 500 road kilometres in distance, then the employee may be paid at a rate of 28.65 cents per kilometre in accordance with the Transport Industry (State) Award, NSW, rather than on wages and overtime. An offsider will be paid at a rate of 15 cents per kilometre. In addition to payment for kilometres travelled, an hourly rate is to be paid for loading/unloading in accordance with the employee's determined classification.

## 9. Uniforms

A permanent employee is to be issued the following items of uniform on an annual basis. A casual employee, having been employed casually over a span of 9 months will be entitled to the same uniform issue.

Annually:

|   |        |
|---|--------|
| Polo Shirts or T Shirts or combination of both    | 5      |
| Trousers or shorts or combination of both         | 5      |
| Hat   | 1      |
| Singlets  | 5      |
| Sweat Top (Sloppy Joe)                            | 2      |
| Woollen Socks                                     | 5 par  |
| Cold Weather Gloves                               | 1 pair |
| Suitable safe footwear (reimbursement to \$90.00) | 1 pair |
| Cold Weather Jacket                               | 1      |

A casual employed for a shorter term as determined by the Customer Service Manager is to be issued items of uniform as determined by the Customer Service Supervisor/Manager.

All uniforms supplied up to 4 months prior to employee resignation or termination must be returned or the initial cost will be deducted from the final pay.

## 10. Performance of Duties

- 10.1 Subject to this Agreement, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform safely. All employees must be capable to carry out the work for which they are contracted.
  
- 10.2 Employees who, for any reason, cease to hold a relevant licence, shall be deemed to be unable to perform the work contracted for under the terms of their engagement, and may be discharged without notice or transferred to an alternative position., which may or may not be on a level comparable in status and salary.
  
- 10.3 It is a condition of this agreement that employees who have reason to believe they may lose their driving licence, or have actually lost their licence to drive, must advise management immediately.
  
- 10.4 Such employees who regain their licence shall be eligible for engagement on work requiring a licence but may be subject to a probationary period to be determined at the time, to ensure the employee possesses the same level of skill as previously.
  
- 10.5 It shall be the responsibility of employees who are engaged on work at a client's premises to maintain contact with the central depot of the company by such means as are available to the employees, particularly if:
  - 10.5.1 The job exceeds what was initially expected or accessed, for any reasons;
  
  - 10.5.2 There is any delay in the vehicle arriving at the place where the work is to be carried out, or otherwise with respect to travel from the place where the work is carried out to a point of destination or to store, whatever the case may be;

- 10.5.3 With respect to work being performed for Toll Transition and Dfat/Ausaid, the job is not completed for any reason; and
  - 10.5.4 In any event to report progress on any job at or prior to 1.00 pm on each day.
  - 10.5.5 Advice must be provided to Allied Customer Service Assistant/Manager in the event of undetermined poor access.
- 10.6 The work to be performed by employees shall include, but not be limited to:
- 10.6.1 Maintaining of vehicles and equipment in a clean condition, including the daily sweeping of pantechnicons and the maintenance and stowing of all protective covers and straps;
  - 10.6.2 Removal of any superfluous, material, rubbish or debris;
  - 10.6.3 Weekly washing and vacuuming (where applicable) of vehicle cabins and exteriors (Exteriors dependant on water restrictions) and
  - 10.6.4 Routine maintenance: vehicles to be checked with respect to fuel, oil and lubricants, water and coolants and tyre condition and pressure at the commencement of each shift. Tyres that are showing signs of wear, shall be programmed by the employee with the manager for replacement. In the event of a flat tyre, it is expected that employees will change the tyre where the incident has occurred in remote locations and replace with the spare tyre and ensure that the flat tyre is left with the manager or nominated place for repair without delay. As Allied maintains a national service agreement, in all other situations a service provider will be organised to repair and change the tyre, It is expected that the supervising driver will do everything to minimise unproductive time.
- 10.7 With respect to personal appearance and presentation, the parties recognise the joint commitment to achieving and maintaining the highest standards of personal and equipment presentation. Employees shall ensure that at all times they present:
- 10.7.1 With clean and tidy uniforms;
  - 10.7.2 Clean shaven, except where an employee has a beard or moustache, which shall be kept neatly trimmed;
  - 10.7.3 With hair tidy and, if long, contained in a fashionable form; and
  - 10.7.4 Do not smoke whilst on client property or within company vehicles.
  - 10.7.5 It is essential that a high standard of personal hygiene is maintained by all employees at all times whilst at work.
- 10.8 Property Rights and Responsibilities of the Employer and Employees
- 10.8.1 Employer's property rights. The Employer has the right to: Expect reasonable care to be taken of property/equipment provided to employees for work purposes;  
  
require property to be placed in a "safe" and "secure" location;  
  
require certain employees to maintain employer's equipment and property as well as that of clients of the employer, as directed; and  
  
insist that employees obtain permission for the use of employer's property for non-work purposes.
  - 10.8.2 Employer's property responsibilities. The Employer has the responsibility to:

provide properly maintained and safe property/equipment for the use of certain employees in the course of their work;

provide clear instructions for the care and maintenance of the employer's property and the property of clients of the employer in the possession of employees;

properly instruct employees who have to use the employer's property in the safe use of that property and in the safe handling and transportation of property of the employer's client.

10.8.3 Employees' property rights. Employees have the right to:

expect proper instruction in the safe use of employer's property and the handling and transportation of the property of clients;

expect that the equipment/property provided to do a job is adequate and appropriate for the purpose; and provide information to Management in the event it is not to satisfactory standards.

expect a reasonable attitude from the employer in respect of security measures taken by the employer in relation to the employee's property.

10.8.4 Employees' property responsibilities, Employees have the responsibility to:

properly maintain and care for employer's property and the property of clients of the employer, as directed; do the work in a competent manner using the employer's property/equipment; apply themselves with due diligence in relation to the property and the requirements of the employer to undertake work for clients;

at all times to treat the clients of the employer and the property of those clients, with care and consideration and in promotion of the reputation and standing of the employer; and

as far as is reasonable be accountable at all times for the employer's property and that of clients of the employer.

10.8.5 Health and Safety.

10.8.5.1 Sick leave. Sick Leave shall be as provided for in the Transport Industry State Award. Except that as a term of this Agreement all sick leave will require production of a medical certificate for any consecutive days in excess of one day absence or where days taken fall on either side of public holidays. Consecutive days will be deemed Friday and Monday.

In circumstances where no more than One sick day in leave has been taken by an employee over a 12 month period the equivalent of 5 days sick days leave will be paid to the employee in addition to the weekly payment, This payment will be made in conjunction with final pay period to 25<sup>th</sup> December annually or at the 12 month anniversary of employment, This is only applicable to full time employees.

10.8.5.2 Back Support. Employees involved in pre-pack, pre wrap, load, unload and all store work may wear Back Support Belts, as provided by the employer.

## **11. On Road Supervisor**

The company will appoint an On Road Supervisor/Quality Controller ensure quality control. The duties of the supervisor are to include pre-removal surveys, confirmation of access details and operational requirements to complete the assigned removal for clients. In addition, the on road supervisor is to report any breach of company policy by employees on a removal and should a serious breach occur, remove the employee/s concerned from the removal job and report back to the branch ASAP.

### 11.1 OHS Representative

A representative appropriately trained will be appointed for the purpose of risk assessment in the work place. It is the responsibility of this representative to be pro-active in minimising risk and will act as a central point of contact for employees in regards to reporting issues. It will be this representative responsibility to report to senior management where employees breach respect for fellow workers' safety to include prohibited drugs and alcohol use during work hours.

### 11.2 Trade Union Training

Upon application an employee, being an elected TWU delegate who has nominated for and been accepted by the TWU to attend a trade union training course, shall upon notification in writing thereof to the Company by the Branch Secretary of the TWU, be released up to five (5) days on leave with pay each calendar year, non-cumulative, to attend trade union training courses subject to the following conditions:

- (i) That the Company or the Company's nominee receives written notification from the Union, at least six (6) weeks prior to commencement of the course, or lesser period as may be agreed between the Company and the Union, setting out times, dates, content and venue of the course and, for the purpose of the training guarantee legislation, a structured training programme which includes objectives and outcomes approved by a person appropriately qualified or experienced.
- (ii) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the transport industry.
- (iii) Where application is made for leave to attend a course not conducted but approved by TUTA Inc., the Company, and any Company's association of which the Company is a member, shall be notified of the description and content of the course.
- (iv) Leave shall be available according to the following scale for each yard, depot or garage of a Company:
- (v) The time of taking such leave shall be arranged so as to minimise any adverse effect on the Company's operations. The Company shall not use this subclause to avoid its obligations under this clause.
- (vi) Leave rights granted in accordance with this clause will not result in an additional payment or alternative time off to the extent that the course attended coincides with an employee's day off in the 19-day month work cycle or with any other concessional leave.
- (vii) A Company shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purposes of this clause ordinary time earnings shall be defined as the relevant award classification rate including supplementary payments and shiftwork loadings, where relevant, plus over award payment where applicable.
- (viii) An employee shall not be eligible to attend such course until six (6) months continuous service has been served with the Company.
- (ix) Leave of absence on training leave shall be counted as service.
- (x) The employee shall provide the Company with proof of attendance.
- (xi) Any dispute in respect of this clause shall be resolved in accordance with the dispute resolution clause of this Agreement. The settlement of the disputes procedure must be activated by the Company within fourteen (14) days of the receipt of the written application for leave or the leave shall be granted. Where an application is rejected and the union wishes to have the matter dealt with in accordance with disputes resolution clause of this Agreement, the parties must be notified within fourteen (14) days of the rejection or the application for leave will lapse.

### 11.3 Tool Kit Responsibility

All permanent drivers paid at Grade 2 and above who are allocated a vehicle will be supplied with a tool kit by the Company which becomes the responsibility of the employee for use on Company business and services.

Any damaged tools returned to the Manager will be replaced by the Company at no cost to the employee, however any lost tools are to be replaced at the drivers cost or to whom the kit was supplied to.

At two (2) year intervals any items in need of replacement through fair ware and tear will be supplied by the Company.

The crew who are allocated to assist the driver must take responsibility to return borrowed tools at the end of each job.

Should any permanent employees supplied with tool kit terminate employment with the Company for whatever reason prior to the expiry of a three (3) month period the tool kit must be returned to the Company.

A register will be maintained and any employee acknowledging the responsibility of the equipment will be charged for any loss as seen by the customer service Manager as legitimate.

#### 11.4 Equipment Responsibility

It is the responsibility of the crew assigned to a vehicle/job on any particular day to ensure that the equipment is returned to the depot each day.

Any equipment left behind at a clients resident must be recovered by the driver and entirely on his/her own time. If the item cannot be recovered, the crew is responsible for replacement of the item.

### 12. Mobility

- 12.1 The skill levels provided herein relate to the responsibilities, skills and range of tasks to be performed by the employee, In order to meet and sustain these requirements, employees will be given access to training, formal and or on the-job and adequate opportunity to use their skills and exercise responsibility required to them.
- 12.2 It is understood and accepted by the employer and employees that all activities undertaken within and across the Skills Levels, shall be done so by all capable and suitably qualified or accredited personnel.
- 12.3 Employees may be required to perform a wide range of duties/tasks which are within their skills and capability to perform and which are reasonably required by the Company in order to perform its operations.

### 13. Dispute Settling Procedures

- 13.1 In order to promote speedy, effective and informal resolution of problems it is agreed that the employee with a grievance will first discuss the matter with the immediate supervisor and every effort should be made to resolve it at this early stage. The immediate supervisor will respond to the employee's grievance as soon as possible, and unless there are exceptional circumstances, within 24 hours.
- 13.2 It is recognised that not all problems will be resolved in this manner. Therefore the following formal procedure for the resolution of problems is agreed.

Stage 1: If the issue is not resolved informally between the employee and the immediate supervisor, the employee may then seek advice from the Union delegate and together they may approach the immediate supervisor.

Stage 2: If the issue is not resolved at Stage 1, the employee and the Union delegate will confer with

the immediate supervisor and site management.

Stage 3: "If the matters remain unresolved the employee and the Union delegate and if required the Union organiser will confer with the site management and Human Resources Management.

Stage 4: The Employer and the Union are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to maintain the status quo and refer the matter to the Industrial Relations Commission for a decision which will be binding on and accepted by all parties.

13.3 The parties will request the arbitrator to determine positively in favour of either the employer or the grievant after taking into account any common ground achieved between the parties.

13.4 In making the above commitments Allied Pickfords' employees recognise and accept the right of the employer to manage its own enterprise and continue normal work procedures during any period of procedural change. The employer recognises and it will at all times where possible fully consult with its employees prior to implementation of any new procedures not covered by this Agreement. The employer agrees to comply with any decision agreed mutually with all parties and in the event of a dispute allows prompt review and ultimately if necessary by the Australian Industrial Relations Commission, whose decision will be accepted by all.

#### **14. Declaration**

14.1 This Agreement has been negotiated through extensive consultation between the Company representatives and employees. The content of the Agreement has been canvassed between the parties and the employees concerned, or potentially concerned. All parties entering into this Agreement, or affected by its coverage, have done so with full knowledge as to its content, the effect of implementation of its provisions and the effect of certification hereof

14.2 The parties declare that this Agreement:

- (i) Is not contrary to public interest;
- (ii) Is not unfair, harsh or unconscionable to any relevant person or potential relevant person.
- (iii) Was at no stage entered into under duress; and
- (iv) Reflects the interests and desires of the parties and the persons covered by or potentially covered by the Agreement.

#### **15. Induction**

During the induction of a new employee to the workplace, the company shall provide to the Union and/or site delegate an opportunity to meet with and address the new staff for a maximum of 30 minutes during business hours at a time of mutual agreement. This is conditional on the new employees acceptance to this arrangement respecting individual rights and it is further acknowledged that the company shall protect the privacy of the new employee by only providing personal details, with the new employees authority.

Allied Pickfords also has its own procedure for induction and orientation to the workplace for the benefit of OH & S compliance and the safety of the individual. This induction process will be undertaken for all new employees.

#### **16. Bluecard**

The company agrees to consider the implementation of the 'Blue Card' program.

'Blue card' means a safety initiative for the transport and distribution industry, based upon the Transport and Distribution ('TDT 2002') nationally recognised level 1 training competency. Blue card compels employees to familiarise themselves with, and follow, OH & S procedures. Blue card training is conducted by a registered training provider (RTO) that is delivered Blue Card.



## 17. Consultative Committee

A Staff Monitoring Committee, which may include a representative of the union or his nominee, together with an equal number of management representatives, shall be formed to:

- (i) Ensure the correct application of this Agreement, particular in the light of the provisions of the Transport Industry State Award.
- (ii) Further measures to be considered for implementation consistent with the commitment of the parties to bring about further structural efficiency, or with a view to modernising this Agreement.

In the event that a difficulty or disagreement arises over any matter being considered by the Committee, it may be referred and dealt with as a dispute pursuant to the procedures set down herein. For the purposes of advancing the interests of the parties, any issue of relevance to the operations of the Employer, or of the employees, may be considered by the Committee, with no reasonable limit placed on the agenda for such consideration.

## 18. Anti-Discrimination

- 49.1 It is the intention of the parties bound by this award 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.
- 49.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 49.3 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.
- 49.4 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*; or
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 49.5 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.

This Agreement shall commence on the 28th day of September 2003 and shall continue in force for a period of 36 months until the 28th day of September 2006. Parties agree that three months prior to this agreement ceasing, negotiations will commence for the renewal of the agreement. This date being 28th June 2006.

IN WITNESS, the parties have executed this Agreement to take effect as an Agreement from.

Signed on behalf of the Transport Workers Union of New South Wales

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Name :  
Title : Secretary/Treasurer.

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Date

Transport Workers Union of New South Wales

Signed by the TWU Delegate :

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Signed on behalf of the Company

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Name :  
Title :

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Date

Sirva Australia Pty Ltd trading as Allied Pickfords