

ENTERPRISE AGREEMENT

NO. EA *98/235*
.....

DATE REGISTERED.....*22.7.98*

PRICE \$ *38*
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/235

TITLE: The Ensign Services (Aust) Pty Ltd Enterprise Agreement 1998

I.R.C. NO: 98/3590

DATE APPROVED/COMMENCEMENT: Approved 22 July 1998 and commenced 28 January 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Transport Industry — Mixed Enterprises Interim (State) Award engaged in the distribution of goods from 42 Belmore Road, Punchbowl 2196

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



**ENSIGN SERVICES (AUST) PTY LTD
(TRANSPORT WORKERS) ENTERPRISE AGREEMENT 1998**

This agreement will be referred to as :

**The Ensign Services (Aust) Pty Ltd
Enterprise Agreement 1998**

Registered
Enterprise Agreement
Industrial Registrar

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3. 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 persons who are members of The Union or eligible to be members of The Union 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
- (c) is to be registered in accordance with Section 35 of the 1996 NSW Industrial Relations Act.

4. DURESS

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

5. 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 cooperative relationship between management and employees.



6. 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 8 of this agreement.

7. WAGE RATE & BONUS SYSTEM

There will be an immediate pay rate increase of 1.75% and then another 1.75% in 6 months' time (refer Attachment A). A bonus will be paid 2 weeks prior to Christmas on the basis of meeting the criteria listed below. The bonus will be .75% and will be measured over two six-month periods. The criteria is as follows :-

A cumulative weekly Bonus of 0.75% redeemable 2 pay periods before Christmas, will be paid for the following Key Performance Indicators or tangible gains :

- 1) Uniforms worn at all times.
 - i) Servicemen must be clean shaven or facial hair neatly groomed and display a neat haircut at all times.
 - ii) An approved uniform consists of :
 - a) An Ensign grey shirt and Ensign black trousers or shorts.
 - b) An Ensign black jacket.
 - c) An Ensign red sweater.
 - d) An Ensign red cap.



2) Sick Days

The number of Sick days taken should be less than 3.5 days per 6 months and less than 7 days per 12 month period. The Sick Days in the previous 6 months will be monitored and should be less than 4 days for the bonus to be paid.

The Sick Days for the purpose of the bonus will not be cumulative year to year. Any unusual or exceptional circumstances will be taken into account when determining if a bonus is payable.

3) 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	20% (est.)
Bath Towels	1%
Others	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 then disciplinary action will be taken.

8. RESPONSIBILITIES

All Servicepersons will perform their duties in line with their Training Manual. Other issues of responsibility for Servicepersons include the following:

1) 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 as required.
- 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.

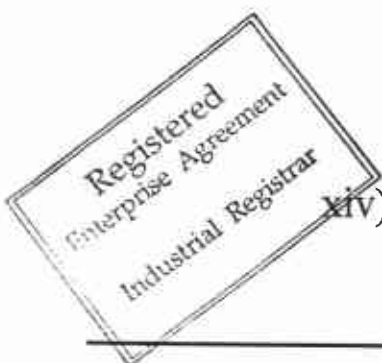
x) Presentation of products in the truck in an orderly and neat way in order to promote efficiencies and improve general hygiene. Soiled product must be separated and bagged. Full coat hangar stands are to be returned and replaced by empty ones.

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, CANs, SQRs 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.

xv) The keys to the trucks will be stored in the key vault before the Serviceperson leaves for the day.

2) Correct Documentation

i) All documents - CANs, SQRs, 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.

3) Fleet Maintenance

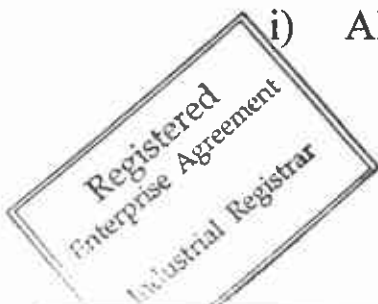
i) The Serviceperson will be required to maintain his or her truck in good condition. Regular oil, water, filter, tyre etc. checks must be carried out.

ii) The cab and the body must be kept clean and hygienic.

iii) A continual incidence of accidents will result in a review, then disciplinary action and dismissal.

4) Overtime

i) All staff will work together to minimise overtime.



5) Sales

The Serviceperson must be in a position to avail him or herself to any possible selling opportunity. The Serviceperson will be paid a commission for certain specified sales transactions. A non-selling attitude displayed by the Serviceperson will be in breach of company policy.

6) Competitor Activity

The Serviceperson will inform their Manager of possible competitor activity.

7) Quality Systems and Procedures

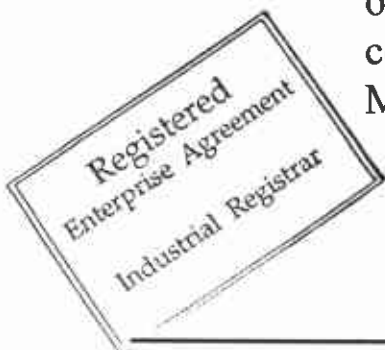
In order to work within a continuous improvement program, all staff must comply with the Quality Systems and Procedures and where necessary, participate in quality related activity.

8) 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.

9) Licence

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



9. PRODUCTIVITY AND FLEXIBILITY INITIATIVES

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

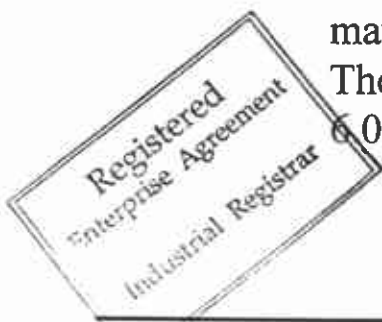
(b) 8 Day Fortnight/ Rolling Shift

Agreement to Work a 4 Day Shift over 6 days per week, (Monday-Saturday). This 4 Day Shift includes working on Saturdays at the rate of time and a half for the whole day which will apply to employees employed after ratification of this agreement. Existing employees will work a 4 Day shift between Monday and Friday, unless they agree to the new shift arrangement.

This agreement sets out the working arrangements which apply to the Four Day working week effective immediately.

The working arrangements are:

1. The continuation of an 8 day service fortnight until expiry of this agreement.
2. The servicemen's hours of work shall be 9 Hour 30 Mins per day (exclusive of breaks).
3. The agreed working day shall normally either 6am to 4pm or 7am to 5pm (in each case inclusive of breaks) based on current operating conditions. Starting times may change due to customer requirements and based on responding to excessive overtime levels. In such cases, starting times may only be changed after providing reasonable notice. The spread of normal/ordinary hours remains at 6.00am to 6.00pm.



4. In any week where a public holiday is NOT gazetted, the days worked shall be Tuesday through Friday inclusive. There will also be a need to have a Monday to Thursday shift in line with customer demand.
5. 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.
6. In any week where 2 public holidays are gazetted, the public holidays shall be observed, and the remaining 3 week days will be scheduled as work days. In the week immediately prior to such a week, all 5 days shall be scheduled as work days. This will allow 8 days to be worked over the fortnight.
7. Sick leave and other single day absences on work days shall result in a deduction to the entitlement of 9 Hours 36 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.)
8. Annual Leave entitlements shall remain at 152 hours per annum.
9. Overtime will be paid for work performed in excess of 10 Hours including meal breaks.
10. Subject to 9, additional days worked to cover for Public Holidays not worked will be paid for at ordinary time rates.
11. 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.



12. All hours worked on Saturday shall be at time and a half of normal rates of pay for the Wednesday to Saturday shift.
13. The current flexible arrangements to ensure our customers receive their normal level of service will continue.

(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.

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. Employees may also in future be engaged on a fixed term and/or specific purpose contract.

Redundancy and retrenchment is an absolute last resort where an employee cannot be reasonably allocated work at another 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 cooperating in its use after appropriate training.



(d) Other Matters

All training time will be paid for at the appropriate Award rate of pay.

Meal (30 minutes) and crib breaks, if applicable, will be taken by individual employees on a staggered basis as work permits.

All pays will be by electronically transferred to the employee's nominated account.

Where required, employees will perform duties within their competence, which include making sales and assisting other Ensign Staff.

10. 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.

11. REVIEW

The application of this Agreement may be reviewed at twelve monthly intervals where either party wishes. Negotiation of a replacement Agreement will commence three months prior to the expiry of this Agreement. If at such expiry a new Agreement has not been reached then the terms and conditions of employment will revert to those prescribed at the time by the Transport Industry



Mixed Enterprises(State) Award, or any Award made in substitution thereof.

12. INFORMATION MEETINGS

These meetings are to be held once a month. 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.

For the 6.00am Serviceperson , the meetings will be from 6.00am to 6.20am

For the 7.00am Serviceperson, the meetings will be from 7.00am to 7.20am

13. 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.



14. PAPERWORK

All paperwork is to be completed as required.

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

15. GRIEVANCES AND DISPUTES

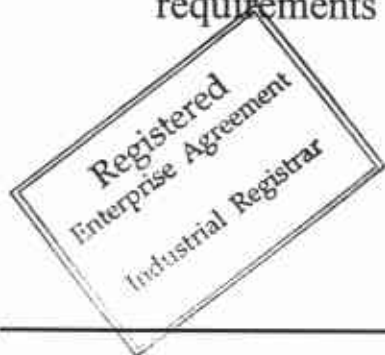
The Parties to this agreement will operate under this dispute procedure and it is the intention of the Parties to ensure no disruption to the Company's commercial operations.

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

- The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters of issue in the first place;
- 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 and the workplace manager;
- 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, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

- All work shall continue normally 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.



16. DISCIPLINARY PROCEDURES

- **First Warning**

In the situation where the employee's actual performance is less than agreed or 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.

- **Second Warning**

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

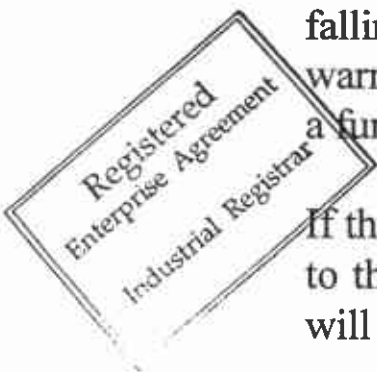
The employee will be given full opportunity to explain any reasonable cause for the below standard performance.

The warning will detail the facts discussed in the interview and what the consequences will be if the unacceptable performance continues.

- **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.

Throughout the Warning process the employee must be given the opportunity to be represented by his or her Union Representative.

- **Instant Dismissal**

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

1. **Theft or misappropriation of company property.**
2. **Operating Under the Influence of Alcohol or Drugs** that results in behaviour causing potential risk to the community, employees or the business.
3. **Fighting** or causing harm to others whilst working for Ensign.
4. **Fraudulently Completing Time Cards or Paperwork.**

17. LENGTH OF AGREEMENT

This agreement is applicable for a one year period from 28th January 1998.



SIGNED in agreement for and on behalf of relevant employees:

Michael Wilson on / /1998

SIGNED in agreement this
Ensign (Aust) Pty Ltd

day of

1998 for and on behalf of

GINO CALVISI
GENERAL MANAGER, NSW/ACT

and in the presence of:

NISH DE SILVA
SENIOR BUSINESS MANAGER

SIGNED in agreement this

day of

1998 for and on behalf of the

Transport Workers' Union of Australia (New South Wales Branch), its officers and members:

STEVE HUTCHINS (or Representative)
STATE SECRETARY

and in the presence of:

NAME: MARK WHYGREW
TITLE: TWU OFFICIAL

ATTACHMENT A

ENSIGN WAGE RATE SUMMARY

DATE	RATE INCR (%)	RATE PER HR(\$)	PERM. RATE PER HR(\$)	TOTAL PER WEEK	RATE/ INCREASE PER WEEK(\$)	BONUS (6 MONTHS) (\$)	CASUALRATE PER HR (\$)	WEEKLY AMOUNT MIXED AWARD	MIXED AWARD VARIANCE PER WEEK
Jun-95	9.50%	11.8740		\$451.21				MIXED AWARD - N/A	
Dec-95	2.50%	12.1710		\$462.48					
Jun-96	2.50%	12.4747		\$474.05				MIXED AWARD - \$421.40	\$52.65
FROM 28/01/98 TO 28/07/98									
1ST 6 MTHS	1.75%	12.6930		\$482.35	\$8.30			MIXED AWARD - \$429.40	\$52.95
BONUS	0.75%					\$94.05			
FROM 29/07/98 TO 28/01/99									
2ND 6 MTHS	1.75%	12.9151		\$490.77	\$8.42			MIXED AWARD - \$429.40	\$61.39
BONUS	0.75%					\$95.70			

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 \$639