

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/106

TITLE: Ensign Services Enterprise Agreement 2003

I.R.C. NO: IRC4/683

DATE APPROVED/COMMENCEMENT: 4 March 2004

TERM: 28 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/4

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Ensign Services, located at 42 Belmore Road, Punchbowl NSW 2196, who fall within the coverage of the Transport Industry - Mixed Enterprises (State) Award.

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

ENSIGN SERVICES ENTERPRISE AGREEMENT 2003

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1. Title

This Agreement will be known as the Ensign Services Enterprise Agreement 2003.

2. Parties

The Parties to this Agreement are:

- (a) Ensign Services (Aust.) Pty Ltd (the "Company"); and
- (b) The Transport Workers' Union of Australia, New South Wales Branch, its officers and members (the "Union").

3. Persons Bound By This Agreement

- (a) This Agreement binds the Parties and each employee of the Company for whom this Agreement is made (whether or not such an employee at the time the Agreement was made).
- (b) This Agreement applies to an employee if:
 - (i) the employee works from the Company's Punchbowl site in New South Wales; and
 - (ii) the employee falls within the jurisdiction of the Transport Industry - Mixed Enterprises (State) Industrial Committee; and
 - (iii) the employment of the employee would be wholly regulated by the Transport Industry - Mixed Enterprises (State) Award (the "Parent Award"), in the absence of this Agreement.
- (c) This Agreement commences from the date it is approved by the Industrial Relations Commission of New South Wales. The nominal term of this Agreement expires on 12 July 2006.
- (d) Negotiation of a new Agreement will commence on 1 February 2006.

4. Duress

This Agreement has been entered into by the Parties in good faith and without duress.

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 co-operative 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 Parent Award, as varied from time to time, provided that this Agreement will prevail to the extent of any inconsistency with the Parent Award.

7. Wage Rates

- (a) The rates of pay for ordinary hours of work are set out below, subject to subclause c) of this clause.
- (b) It is agreed that each pay increase adjustment is to be made on the basis of full adherence and commitment to this Agreement.

Date (From the first full pay period on or after the date stated)	Percentage Increase	Ordinary Hourly Rate After Increase			
		New employees*	Service Offsider	Service Person	Service Rep
Prior to commencement of Agreement	-	N/A	\$13.8113	\$14.5203	\$15.1266
1 January 2004	4%	\$14.25	\$14.3638	\$15.1011	\$15.7317
12 July 2004	4%	\$14.82	\$14.9384	\$15.7052	\$16.3609
12 July 2005	4%	\$15.4128	\$15.5359	\$16.3334	\$17.0154

This rate applies to new employees employed as Service Persons, during the first 12 weeks of the employee's employment.

- (c) Casual employees will be paid the hourly rate for the Serviceperson classification plus 15%. Casual employees will, in addition, be paid 1/12th of their ordinary hourly rate as payment for annual leave.

8. Duties and Responsibilities

This clause is to be read in conjunction with the Serviceperson position description which is set out in Annexure 1.

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

- (a) Employees must be neatly presented and the vehicle must be well maintained.
 - (i) Employees must wear their uniforms, as issued, at all times, be clean shaven or have trim beard and display a neat haircut and a neat appearance at all times.
 - (ii) The employee's vehicle must be kept clean and tidy and be checked daily for water, oil, tyres, fuel and proper operation of lights, indicators and warning device.
- (b) Absentee Periods

All employees will ensure absentee days are minimised. Employees will assist in the planning of the daily servicing schedule by providing reasonable notice where an absentee day is unavoidable.

Employees who are entitled to paid sick leave under the Parent Award may access a maximum of two single paid sick leave days per year without the production of a medical certificate or other evidence of inability to attend for duty. In respect of all other absences from work due to illness or injury, failure on

the part of the employee to provide a medical certificate or other evidence of inability to attend for duty will result in the employee not being paid for the period of the absence. (The annual entitlement for sick leave remains at 60 hours 48 mins per year (as per the Parent Award). New permanent employees are only entitled to a total 38 hours Sick Leave in the first year of employment).

(c) Stock Reconciliation

- (i) Employees in the presence of a Senior Staff person will be selected randomly to unload and verify/count his or her stock returned to the plant. Please refer to the table below for acceptable levels of product variance.

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

- (ii) The employee must make sure that the pool items are exchanged on a one-for-one basis.
- (iii) Continuing shortages will result initially with counselling but if this fails the disciplinary action will be taken as per Clause 16.

(d) Completion of work

- (i) Installation of hardware including and up to 3 continuous towel cabinets and hardware of reasonable size as determined by Management. Employees 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 employee.
- (iii) Service Agreements (less than \$80 per week) will be resigned in the first instance by the employee.
- (iv) Stock takes at customer's premises (less than \$200 per week) will be executed by the employee.
- (v) Punctuality is to be adhered to. A continual incidence of lateness will result in counselling and may result in disciplinary action, including termination of employment.
- (vi) In the mornings, the Load Authorities and other relevant documents must be signed by the employee 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 employee 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 an employee returns to the plant early, he or she may be required to carry out special deliveries.
- (x) Presentation of products in the truck in an orderly and neat way in order to promote efficiencies and improve general hygiene. Soiled product must be separated and bagged. Full coat hanger stands are to be returned and replaced by empty ones.

- (xi) The trucks must be, on return to the plant, parked at their correct berths.
 - (xii) On return, product has to be unloaded to the correct bins/sites; terminated goods and other specified product have to be sighted and verified by Senior Service Staff.
 - (xiii) At the daily debrief, all documents, that is - Delivery Dockets, Soil Bin Sheets, CAN's, SQR's and other relevant documents, must be accurate and handed over for processing.
 - (xiv) A locker is available for the storage of CAN, SQR books, tools, straps. After debrief, the CAN, SQR and Worksheet books will be placed in these lockers and removed when work begins the day after.
- (e) Correct Documentation
- (i) All documents - CAN's, SQR's, Worksheets and other documents are to be accurately completed.
 - (ii) All documents, unless stated otherwise, must be signed by the customer or the relevant authority.
 - (iii) Current CAN, SQR, Worksheet books will be at all times with the employee during the course of the run or in their respective lockers.
- (f) Fleet Maintenance
- (i) Each employee will be required to maintain his or her truck in good condition. Regular oil, water, tyre, lights, indicators and warning device checks must be carried out.
 - (ii) The cab must be kept clean and hygienic.
 - (iii) A continual incidence of accidents will result in a review, then disciplinary action and dismissal when appropriate (as per Clause 16).
- (h) Sales
- All employees will have a sales budget of \$15/week. This will include up selling of services and products to existing customers or new business leads.
- An additional commission will be paid for new sales as per company guidelines.
- The company will provide ongoing training and assistance to enable employees to achieve their budget.
- The provisions of Clause 16 will not apply in the event that an employee does not achieve the Sales budget.
- (i) Competitor Activity
- Each employee will inform their Manager of possible competitor activity.
- (j) Quality Systems and Procedures
- In order to work within a continuous improvement program, all staff must comply with the Quality Systems and Procedures and where necessary, participate in quality related activity.
- (k) New Technology
- Each employee will be trained on the utilisation of new technology and will take the necessary steps to follow new procedures and maintain equipment in good condition.

(l) Licence

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

(m) Unloading / Loading

- (i) Employees will unload their vehicle as directed and ensure that all items are properly sorted, tagged and placed in the appropriate bin or area for processing. Production staff will assist in this process.
- (ii) In order to meet customer service requirements there will be a need for some vehicles to be pre-loaded the night before the delivery day.

(n) Performance Standard of Employees

Both the representatives of employees and Management of the company will work together to continue to raise the standards of service provided to the customers. This will include the performance of employees in meeting customer expectations. If an employee does not comply with acceptable standards, as detailed in the Quality Procedures and Enterprise Agreement, they will be given appropriate training and warning as per clause 16 to raise their level of performance. If they still do not meet this standard, then they will be terminated.

(o) Maintain Route Revenue

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

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

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

(p) Where required, employees will perform other duties within their competence, including making sales and assisting other Ensign Staff.

(q) All paperwork is to be completed by employees, as required by the Company.

9. Ordinary Hours of Work and Overtime

(a) Employees may, at the Company's sole discretion, be required to work the following shift arrangements, for which employees will be paid the ordinary hourly rate of pay:

- (i) a four day week, comprising 4 x 9 hour 30 minute shifts (excluding unpaid breaks); or
- (ii) a five day week, comprising 5 x 7.6 hour shifts (excluding breaks).

(b) Employees may be rostered to work ordinary hours within these shift arrangements on any day Monday to Saturday inclusive.

(c) Employees may be rostered to work ordinary hours within the span of 5am to 6pm. No shift allowance will be payable for ordinary hours worked during this span.

(d) The Company shall give employees 7 days notice of the roster they will be required to work, or of changes to an existing roster, including circumstances where the Company wishes to change an employee from a four-day week to a five-day week or from a five-day week to a four-day week. Provided that, where the Company decides to change the shift arrangement in place at the commencement of this Agreement, for any one employee, from a four-day week to a five-day week, the

Company shall consult with the employee before the change is implemented. The Company will not make the change where it determines that the employee would incur significant hardship as a direct result of the implementation of the change.

- (e) The roster may be varied with less than 7 days' notice where the Company and the employee agree.
- (f) All ordinary hours worked on Saturday shall be paid for at time and a half of the ordinary rates of pay for the length of the shift. Overtime hours worked after ordinary hours on a Saturday, shall be paid at double the ordinary rates of pay.
- (g) All employees will work together to minimise overtime, however employees may be required to work a reasonable amount of overtime to meet urgent customer needs. Where the Company determines that overtime is necessary, the overtime work shall firstly be offered to permanent employees of the Company.

10. Work Performed on the 4 Day Week Roster

The following applies only where an employee is working on a 4 day week roster:

- (a) In any week where a single public holiday is gazetted, the public holiday shall be observed (without loss of pay) and workdays shall be scheduled for the other 4 days in that week.
- (b) In any week where two public holidays are gazetted, the public holidays shall be observed, and the remaining three-work days will be scheduled as workdays. In the week immediately prior to such a week, all five days shall be scheduled as workdays. This will allow eight days to be worked over the fortnight.
- (c) Sick leave and other single day absences on work days shall result in a deduction to the entitlement of 9 hours 30 mins.
- (d) Annual Leave entitlements shall remain at 152 hours per annum.
- (e) Overtime will be paid for work performed in excess of 10 hours including meal breaks.
- (f) Additional days worked to cover for Public Holidays not worked will be paid for at ordinary time rates.
- (g) 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.

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

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

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

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

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

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

(d) Other Matters

- (i) All training time will be paid for at the appropriate rate of pay.
- (ii) Meal (30 minutes) and crib breaks, if applicable, will be taken by individual employees on a staggered basis as work permits.
- (iii) All pays will be electronically transferred to the employee's nominated accounts.

12. No Extra Claims and No Industrial Action

There are to be NO EXTRA CLAIMS, including claims for further wage increases, during the nominal term of this Agreement.

The Parties agree that there will be NO INDUSTRIAL ACTION while this Agreement 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.

13. Information Meetings

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

14. 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.

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.

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

16. Disciplinary Procedures

(a) First Warning

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

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

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

(b) Second Warning

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

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

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

(c) Final Warning

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

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

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

(d) Instant Dismissal

In some situations unacceptable actions will not require an adherence to a warning system. Serious misconduct will result in instant dismissal. Serious misconduct includes, but is not limited to the following:

- (i) Theft or misappropriation of company property.
- (ii) Operating under the Influence of Alcohol or Drugs that results in behaviour causing potential risk to the community, employees or the business.
- (iii) Fighting, verbal abuse or causing harm to others whilst working for Ensign.
- (iv) Fraudulently Completing Time Cards or Paperwork.

- (e) Throughout the process set out in this clause, the employee will be entitled to a representative of their choice.

SIGNED in agreement for and on behalf of relevant employees:

Name: 24 / 12 / 03

SIGNED in agreement this day of 2003 for and on behalf of Ensign Services (Aust.) Pty Ltd

MICHAEL BERNATH
GENERAL MANAGER - OPERATIONS
NSW

and in the presence of:

Name:

SIGNED in Agreement this 24th day of December 2003 for and on behalf of
Transport Workers' Union of Australia (New South Wales Branch), its officers and members:

TONY SHELDON
STATE SECRETARY

And in the presence of:

Name:
Title: