

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/304

TITLE: **Kent Transport Industries (New South Wales) and
Transport Workers Union NSW Branch, Enterprise Agreement 2004-
2006**

I.R.C. NO: IRC5/4420

DATE APPROVED/COMMENCEMENT: 5 September 2005/5 September 2005

TERM: 15

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/256.

GAZETTAL REFERENCE: Serial C4097

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all operational employees, drivers, removalist, offsidiers, packers, wrappers and store employees employed by Kent Transport Industries Pty Ltd, located at 60, Marple Avenue, Villawood NSW 2163, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Kent Transport Industries Pty Ltd -&- the Transport Workers' Union of New South Wales

KENT TRANSPORT INDUSTRIES PTY LTD (NEW SOUTH WALES) ENTERPRISE AGREEMENT 2004-2006

1. Title

This Agreement shall be known as the Kent Transport Industries Pty Ltd (New South Wales) Enterprise Agreement 2004-2006.

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3. Review of Agreement

The Company agrees to maintain the existing collective process of negotiation of pay and employment conditions for both existing and all future new employees. At a time no later than 3 months before the expiry of this Agreement, the Consultative Committee should start meeting on a regular basis with the aim being to have a new enterprise agreement negotiated and agreed to and in place at the expiry of this Agreement. In

particular the parties commit, during that renegotiation period, to meet as regularly as possible (at least once a week if necessary) to ensure that a new Agreement is in place.

4. Consultative Process

The Parties agree that a consultative approach to workplace change programs will apply. The Site Consultative Committee may meet on a regular basis to monitor the effectiveness of the Enterprise Agreement and identify new areas of workplace activity that can be improved to enhance productivity, customer service and job satisfaction. Those meetings ought to be held at least bimonthly or as necessary and on Company time during the life of this Agreement.

5. Enterprise Bargaining

This agreement has been made in response to a claim by the employees of Kent Transport Industries Pty Ltd in New South Wales who are employed under the Transport Industry (State) Award 2000, for a wage increase via a certified agreement.

The parties are committed to develop the items covered under this Enterprise Agreement throughout its life. The parties to this Agreement agree that enterprise bargaining shall be an on-going process aimed at improving the operational efficiency of the business and improving the working conditions of the employees.

6. Intention

This Agreement has been developed in the spirit of mutual co-operation and advantage.

7. Parties Bound

This Agreement is binding on:

1. The Transport Workers Union of Australia (New South Wales Branch).
2. The employer Kent Transport Industries Pty Ltd and
3. All employees whether members of the Transport Workers Union of Australia (New South Wales Branch) or not whose employment is, at any time when the Agreement is in operation, subject to-the-Agreement.

8. Relationship to Parent Award

This Certified Agreement is in addition to the rates and conditions contained in the Transport Industry (State)Award 2000 and all variations thereto. Where there is any inconsistency between this Agreement and the parent Award, then this Agreement shall take precedence.

9. Wage Increases

Pay increases totalling 4.0% are based on the EBA rate of pay and award classification as at 01/01/05 less the Furniture Allowance and compounding. An additional payment of 2.0% is available upon achievement of agreed Continuous Improvement measures. The first productivity increase will be paid with effect from 1st of July 2005, once the document is signed. Please note Level one (1) pay rate is equivalent to the Offsider rate as per the TWU Award and level one (1) as per the same award has been absorbed into this Offsider rate.

Note Additional: Levels (9) & (10) are above Award classifications and will form part of the EBA Stream Schedule, to allow increased career paths.

The effective date of the increases is as follows and is dependent on a review of the criteria by a committee comprising of the State Manager NSW (Chairman), and equal number of staff representatives (ie Operations Manager NSW) and employee nominated representatives to be known as "The Consultative Committee".

- (a) 4.0% payable retrospective from 01/01/05

- (b) 1.0% payable 01/07/05 upon achievement of agreed Continuous Improvement measures
- (c) 1.0% payable 31/12/05 upon achievement of agreed Continuous Improvement measures
- (d) 4.0% payable on 01/01/06
- (e) 1.0% payable 01/07/06 upon achievement of agreed Continuous Improvement measures
- (f) 1.0% payable 31/12/06 upon achievement of agreed Continuous Improvement measures

Refer to Annex "A" for rates.

If the Committee determines that employees have achieved the agreed standard in each of the areas listed, employees will receive the agreed increases.

All parties agree that the decision of the Committee will be final and that industrial action will not occur as a result of the Committee's decision.

10. Continuous Improvement Measures

Insurance Claims

Insurance claims as a percentage of revenue (Local/Country, Interstate, Export & Storage Handling) to be 2.5% by 30/06/05 and 30/06/06. Upon meeting this target an increase of 1.0% is payable from 01/07/05 and 01/07/06.

Insurance claims as a percentage of revenue (Local/Country, Interstate, Export & Storage Handling) to be 2.5% by 31/12/05 and 31/12/06. Upon meeting this target an increase of 1.0% is payable from 31/12/05 and 31/12/06.

11. Casual Employees

Casual Employees employed as at 1 January 2005 will receive the full pay increases contained in this Agreement effective from the date that the Company and the New South Wales Branch Secretary of the TWU sign the Agreement.

A Casual Employee will be paid at the same rate for weekend work as per Clause 12.

All subsequent casual employees with less than 2 years industry experience employed after the signing of this Agreement will be paid at the probation rate (Award Rate) for the first six (6) months of their employment. After six (6) months a formal performance appraisal will be conducted by the committee. If the performance level is unacceptable either no further work will be offered, or a further ,one (1) month probation may be granted before reappraisal of performance as judged by the Consultative Committee.

In respect to casual employees the company has the right to choose the person who can best perform the work. If there are a number of casuals of the same standard then those employed longest should have preference.

12. Penalty Rates

Work done on Saturday shall be paid at the rate of time and a half for the first 2 hours and then at double-time thereafter.

Work done on Sunday, and Public Holidays shall be paid at the current Award Rate.

13. Career Paths

Kent utilises a "Career and Grading level structure" program for Operational Personnel that rewards individuals for Multi-skilling and for high quality Customer Service. See Annex marked "B" for a comprehensive description of the structure. A committee comprising the State Manager, the Operations Manager, a TWU

delegate and a company Trainer will discuss and decide the merits of movement by employees through the path. These reviews will be held bi annually in March and September. The final decision as to which employees receive an increase will be made by the State Manager and will be binding on all parties.

14. New Employees

The parties agree that any employee who is engaged by the employer during the term of this Agreement and would have been eligible to be a party to this Agreement at the time of registration had they been employed at that time will become a party to this Agreement. A new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement. A site induction will be carried out for new employees.

15. Allowances

Tea Money shall be paid only once to any Operational Person who works a total daily overtime of Two Hours or more. A payment of \$15.00 inclusive of the crib break will be paid. This clause replaces Clause 8.2 of the Transport Workers (State) Award 2000. This allowance will increase by the corresponding amount that the allowance described in Clause 8.2.1 of the Transport Workers (State) Award 2000 increases over the life of this agreement.

A weekly Furniture Allowance of \$22.55 per week will be paid to all permanent employees. Casual employees will be paid at the rate of \$4.51 per day or part thereof up to a maximum of \$22.55. This allowance will increase by the corresponding amount that the allowance described in Clause 2.1 of the Transport Workers (State) Award 2000 increases over the life of this agreement.

16. Driver's Hit

All Drivers are to be issued with a Driver's kit containing the following items:

- A complete Tool Kit.
- Trolley
- Safety Vest
- Set of Lifting Straps.
- Street Directory.
- First-Aid Kit.

The Driver is responsible for the contents of this kit, including replacement of any missing items. The Company shall replace any items damaged or inoperable through normal wear and tear. The Driver's kit will be subject to monthly audits to ensure we maintain visibility on items lost and/or stolen.

17. Training

Regular, on-going training programs will be available to all Personnel. Training may include "skills based" issues and/or "administration" issues. Training may be conducted "in-house" or through "external" providers. The committee will be responsible for detailing, planning and ensuring that training is implemented as a means of addressing issues in Clause 10 and Clause 13.

18. Drivers Licences

The company agrees to introduce a scheme enabling employees to obtain drivers licences for vehicles of a class operated by the company. The cost of obtaining the licence will be borne by the company. Employees availing themselves of this scheme will be required to sign an undertaking to repay the full cost of such courses should the employee leave the employ of the company within 12 months of completion of the course.

19. Quality

Kent is committed to the advancement of our Quality Management System, ISO 9001: 2000, and all personnel are required to display an attitude of co-operation on all issues which affect the quality of service supplied by Kents.

20. Superannuation

Employees will be offered and given membership information to the TWU superannuation fund, and any employee who does not elect otherwise will, by default, become a member of the TWU fund.

21. Agreement May Be Varied

Provided all parties to this Agreement approve, it may be amended and/or replaced by another agreement prior to the Agreement running its full term.

22. Agreement to Be Displayed

Copies of this Agreement shall be displayed in a place where visible and accessible to all parties covered by the Agreement.

23. Security of Employment

With the acceptance and implementation of this Agreement, it is agreed that there will be no enforced redundancies as a result of any improved working practices resulting from the Enterprise Bargaining process.

In the event of measurable and serious downturns in the market place which may impact on labour requirements, the Company reserves the right to apply management strategies as it considers appropriate, which as a last resort may include redundancies.

Prior to any redundancies being determined, the Company undertakes to officially inform the Consultative Committee as early as possible but, in the event, not less than four (4) weeks prior to the giving of notice of reducing manning levels.

If, after extensive investigations, including alternative job offers, the parties conclude that retrenchment is the only option, then the Company will confirm with the redundancy package for the affected employees.

24. Duration of Agreement

This Agreement will come into force from date of certification in accordance with Clause 9 and will have a duration until the 31st December 2006. Further, this agreement will remain in force until replaced by a new agreement.

25. Settlement of Disputes

The parties to this agreement are committed to resolving industrial disputes by non-industrial action and will use the following Settlement of Disputes procedures as the terms of avoiding and resolving industrial disputes:

- (a) The matter shall first be discussed between the aggrieved employee/s and their supervisor, at the employee's option their delegate may also be present.
- (b) If not settled, the matter shall then be taken up by an accredited Union Delegate or Union Organiser with the Operations Manager concerned or by the Operations Manager with the accredited ITnic, n Delegate or Union Organiser, as the case may be. At any point in these discussions it may be appropriate to seek the involvement of the relevant Department Manager.
- (c) If the matter is not settled, the Delegate shall seek the assistance of the State Secretary of the Union and the Operations/Department Manager may seek to involve the State Manager.
- (d) If the matter is not settled, the State Secretary of the Union may seek discussion with the Human Resources Manager or other Senior Manager.
- (e) If the matter is still not settled, it shall be submitted to the New South Wales Industrial Relations Commission, whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.

- (f) Until the matter is determined and except in the case of a bona fide safety issue, the work shall continue as instructed by the employer. The circumstances which applied immediately prior to the dispute arising shall apply until final resolution of the matter.
- (g) No party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.
- (h) This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of employment of employees employed by the Company.

26. Union Recognition and Union Membership

- (a) The Company recognises the Transport Workers Union of Australia as being the union that shall have exclusive representation of transport workers who are covered by this Agreement.
- (b) The Company undertakes upon receipt of authorisation to deduct union membership dues, as levied by the Transport Workers Union of Australia (New South Wales Branch) in accordance with its rules, from the pay of those employees who are members of the Transport Workers Union of Australia (New South Wales Branch). Such monies collected will be forwarded to the Transport Workers Union of Australia (New South Wales Branch) together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.
- (c) The Company further agrees that an authorised Union representative is entitled to enter the Company's premises at all reasonable times for the purposes of interviewing any employee, so as not to interfere unreasonably with the Company's business.
- (d) The employer is required to keep time and wages records showing the name of each employee, the hours worked each day and the wages overtime and allowances (if any) paid each week. The records of employees are to be made available for inspection by an accredited representative of the Union. The Company agrees to allow an accredited Union Representative to enter the Company's premises at reasonable times for this purpose, so long as the representative does not unduly interfere with work being performed by any employee during working time.
- (e) Kent is willing to pay for six (6) meetings per year, paid to a maximum of one (1) hour per meeting. If the meeting exceeds one (1) hour, the members will not be paid for the additional time.

27. Breaks

The normal provisions of clause 36.3 of the Transport Industry (State) Award 2000 will apply:

28. Presentation

Personal hygiene and presentation to be of a consistently high standard. "Extremes" of presentation will not be accepted for roles requiring the Employee to have "face to face" dealings with clients. All employees are required to present themselves for work dressed in uniform and cleanly shaven. Beards are acceptable providing they are kept neatly trimmed.

29. Sexual Harassment

- (a) The parties to this Agreement recognise that failing to prevent sexual harassment occurring in the workplace is a discriminatory work practice.
- (b) Sexual harassment is defined as unwelcome activity of a sexual nature. Such activity includes sexual propositions, touching, sexual innuendo, sexually explicit conversations, rude jokes, nude pin-ups and posters.
- (c) The employer will ensure that all employees are provided with an environment which is free from sexual harassment and shall establish and publicise amongst all employees a policy and procedures,

including grievance procedures, for handling complaints of sexual harassment. Such policy and practice shall be developed by the employer in consultation with the Union/employees.

- (d) Kent will provide Equal Employment Opportunity (EEO) training at the commencement of each new year as part of an induction package.

30. Payment of Wages

Wages are to be paid for all Personnel by Electronic Funds Transfer (EFT) directly into a bank account nominated by each employee.

31. Spread of Hours

- (a) The ordinary working day for employees is to be worked between the hours of 5.00am and 6.00pm as per Clause 3.3 of the Transport Industry (State) Award 2000.

32. Permanent Employees to Receive Preference

Permanent employees shall have preference of work over casual employees, excepting for occasions where a Casual employee has required skills that no available permanent employee has.

33. Employment of Casual Labour for Business Relocations

Notwithstanding the provisions of Clause 31 of this agreement, the company- has the right to employ unskilled casual employees (either directly or through labour hire agencies) for the purposes of manning Business Relocation projects. On these occasions the company will offer work to skilled permanent or casual employees at a ratio of one (1) skilled permanent or casual employee to every six (6) unskilled casual employees. This clause applies to any Business Relocations work at any time. The unskilled casual employees will be subject to appropriate training.

34. Rostered Days Off

RDO's are to be taken on a flexible basis by mutual agreement. Accrued leave shall not exceed six (6) weeks. Members with excessive leave are to clear leave as early as practical.

35. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other yard or enterprise.

36. No Extra Claims

It is a term of this Agreement that the union party to this Agreement. their officers, employees and members will not pursue any extra or over award claims prior to the expiry of this Agreement.

37. Drug and Alcohol Testing

All employees may be asked on a random basis to submit to substance abuse testing at clients', or company premises, or in vehicles. Anyone caught drinking or under the influence of alcohol, or taking or under the influence of non prescription drugs whilst at work will have their employment terminated immediately.

38. Signatories

This Agreement is made at Sydney on this the 5 day of July 2005.

Signed for and on behalf of

KENT TRANSPORT INDUSTRIES PTY LTD



Witness

Representative

Name (Please Print)

Name (Please Print)

Signed for an on behalf of

TRANSPORT WORKERS UNION OF AUSTRALIA (NSW BRANCH)

Witness



State Secretary
(Tony Sheldon)

Name (Please Print)

EBA Wages Rates 2004-2005

Award Level	Current Rate	Rate 01/01/05 4.0%	Rate 01/07/05 1.00% (If achieved)	Rate 01/12/05 1.00% (If achieved)
1	\$16.13	\$16.77	\$16.93	\$17.09
	\$612.94	\$637.26	\$643.34	\$649.42
2	\$16.48	\$17.13	\$17.30	\$17.46
	\$626.24	\$650.94	\$657.40	\$663.48
3	— \$16.87	\$17.54	\$17.71	\$17.88
	\$641.06	\$666.52	\$672.98	\$679.44
4	\$17.19	\$17.87	\$18.04	\$18.22
	\$653.22	\$679.06	\$685.52	\$692.36
5	\$18.07	\$18.79	\$18.97	\$19.15
	\$686.66	\$714.02	\$720.86	\$727.70
6	\$18.28	\$19.01	\$19.20	\$19.37
	\$694.64	\$722.38	\$729.60	\$736.06
7	\$18.94	\$19.69	\$19.88	\$20.07
	\$719.72	\$748.22	\$755.44	\$762.66
8	\$20.26	\$21.07	\$21.28	\$21.47
	\$769.88	\$800.66	\$808.64	\$816.07
9	\$21.04	\$21.88	\$22.09	\$22.30
	\$799.52	\$831.44	\$839.42	\$847.40
10	\$21.82	\$22.69	\$22.91	\$23.12
	\$829.16	\$862.22	\$870.58	\$878.56

The furniture allowance is to be added to the above rates as per Clause 15.

EBA Wages Rates 2005-2006

Award Level	Current Rate	Rate 01/01/06 4.0%	Rate 01 /07/06 1.00% (If achieved)	Rate 01/12/06 1.00% (If achieved)
1	\$16.77	\$17.44	\$17.61	\$17.77
	\$637.26	\$662.72	\$669.18	\$675.26
2	\$17.13	\$17.81	\$17.98	\$18.15
	\$650.94	\$676.78	\$683.24	\$689.70
3	\$17.54	\$18.24	\$18.42	\$18.59
	\$666.52	\$693.12	\$699.96	\$706.42
4	\$17.87	\$18.58	\$18.76	\$18.94
	\$679.06	\$706.04	\$712.88	\$719.72
5	\$18.79	\$19.54	\$19.73	\$19.91
	\$714.02	\$742.52	\$749.74	\$756.58
6	\$19.01	\$19.77	\$19.96	\$20.15
	\$722.38	\$751.26	\$758.48	\$765.70
7	\$19.69	\$20.47	\$20.67	\$20.87
	\$748.22	\$777.86	\$785.46	\$793.06
8	\$21.07	\$21.91	\$22.12	\$22.33
	\$800.66	\$832.58	\$840.56	\$848.54
9	\$21.88	\$22.75	\$22.97	\$23.19
	\$831.44	\$864.50	\$872.86	\$881.22
10	\$22.69	\$23.59	\$23.82	\$24.05
	\$862.22	\$896.42	\$905.16	\$913.90

The furniture allowance is to be added to the above rates as per Clause 15.

Annex B TO EBA 04/05 Dated JAN 05

Kent Moving & Storage Career and Grading Level Structure

Levels	Points Awarded
Induction	3
Offsider	3
Packer	3
A Class Driver	2
MR Driver	2
MR Driver	2
Wrapper	3
Loader	3
Imports	2
Exports	2
Storeman	2
Trailer Driver	3
Trainer	3
Leading Hand	3
Small Forklift	2
Container Forklift	2
Crane Mobicon	2

Grade	Points required
1	3
2	6
3	9
4	12
5	15
6	18
7	24
8	27
9	30
10	33

As a Kent Moving & Storage staff member, your time will commence with Induction training.

You will have the opportunity to partake in one of the following seven (7) career streams:

- Offsider
- Packer
- Loader
- Wrapper
- Driver
- Trailer Driver
- Storeman

Other skills and opportunities available to staff include the following:

- Exports section
- Imports section
- Trainer
- Leading Hand
- Small forklift
- Container forklift
- Crane/Mobicon

The committee will meet twice a year, in March and September, or as it deems appropriate. The committee will consider many factors, including the following, in determining whether an employee will move up or down a classification:

- Training courses completed and level of experience in the role
- On the job application of the training skills received
- Attitude and personal appearance
- Performance with respect to customer relations, general operations, and communication with fellow employees including management
- Maintenance and care taken of company property
- Ensuring safe work practices and a safe working environment
- Fostering team work, including on the job training of others
- Relevant qualifying time period

The Grading Levels at Kent Moving & Storage are Grades 1 through to 10. These grades will be awarded on a points--system and are of the Kent Moving & Storage- Operations Training Manual - Assessment and Verification. Each grade is worth three points (two points for "other skills"), with an accumulation of points over time resulting in higher grades. To qualify as a Driver, Storeman or Trailer Driver you require a minimum number of points.

Before points are awarded a committee meeting will be held; the committee will comprise the State Manager, Operations Manager, Union Delegate and Company Trainer.

The training skills required for each stream is:

Offsider

Qualified - has successfully completed the induction training. Has successfully completed the Learning Outcome, Assessment & Verification form - Offsider (as part of the Operations Training Manual) and has been off-siding for at least 6 months.

Packer

Qualified - has successfully completed the induction training and is usually employed as a packer. Has successfully completed the Learning Outcome, Assessment & Verification form - Packer (as part of the Operations Training Manual) and has been packing for at least 6 months.

Loader

Qualified - has successfully completed the induction training and is usually employed as a loader. Has successfully completed the Learning Outcome, Assessment & Verification form - Loader (as part of the Operations Training Manual) and has been packing for at least 6 months.

Wrapper

Qualified - has successfully completed the induction training and is usually employed as a wrapper. Has successfully completed the Learning Outcome, Assessment & Verification form - Wrapper (as part of the Operations Training Manual) and has been wrapping for at least 6 months.

A Class Driver

Qualified - has successfully completed the induction training and is usually employed as a driver. Has successfully completed the Learning Outcome, Assessment & Verification form - Driver (as part of the Operations Training Manual) and is qualified as tested by NSWRTA and holds a current A licence.

MR Driver

Qualified - has successfully completed the induction training and is usually employed as a driver. Has successfully completed the Learning Outcome, Assessment & Verification form - Driver (as part of the Operations Training Manual) and is qualified as tested by NSWRTA and holds a current MR licence.

Driver

Qualified - has successfully completed the induction training and is usually employed as a driver. Has successfully completed the Learning Outcome, Assessment & Verification form - Driver (as part of the Operations Training Manual) and is qualified as tested by NSWRTA and holds a current HR licence.

Trailer Driver

Qualified - has successfully completed the induction training and is usually employed as a driver. Has successfully completed the Learning Outcome, Assessment & Verification form - Driver (as part of the Operations Training Manual) and is qualified as tested by NSWRTA and holds a current licence HC or higher.

Storeman

Qualified - has successfully completed the induction training. Has successfully completed the Learning Outcome, Assessment & Verification form - Packer, Wrapper, Loader and holds a current Forklift Certificate (LF - Forklift trucks).