

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/191

TITLE: Neway Transport Enterprise Agreement NSW 2004

I.R.C. NO: IRC4/3171

DATE APPROVED/COMMENCEMENT: 9 June 2004

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees of Neway Holdings Pty Ltd t/a Neway Transport NSW located at 29 Carter Street, Homebush, NSW 2141 who fall within the coverage of the Transport Industry (State) Award

PARTIES: Neway Holdings Pty Ltd t/as Neway Transport NSW -&- the X 'Transport Workers Union of Australia, New South Wales Branch'

NEWAY TRANSPORT ENTERPRISE AGREEMENT NSW 2004

1. Title

This Agreement shall be known as Neway Transport Enterprise Agreement NSW 2004.
2004 ('the Agreement').

2. Arrangement

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3. Definitions

In this Agreement, unless the context otherwise requires:

"Award" means the Transport Industry (State) Award.

"Agreement" means the Neway Transport Enterprise Agreement NSW 2004

"Employee" means any Employee whose employment is covered by this Agreement and whose job classification is set out in Schedule A and B of this Agreement..

"Employer" means Neway Holdings Pty Ltd t/a Neway Transport NSW.

"NSWIRC" means the New South Wales Industrial Relations Commission.

"TWU" means the Transport Workers Union of Australia (New South Wales Branch).

"Parties" means Neway Holdings Pty Ltd t/a Neway Transport NSW, the Transport Workers Union of Australia (New South Wales Branch) and Employees whose employment is covered by this Agreement.

4. Parties Bound

This Agreement shall be binding on the Employer, the TWU, and all Employees of the Employer whose employment falls within the scope of the Award.

5. Period of Operation

This Agreement will become operative from the date of its certification by the NSWIRC and shall expire on 30th June 2006. Discussions between the Employer, the TWU and Employees will take place 3 months prior to the expiry date to develop and agree a new period agreement.

6. Posting of the Agreement

Copies of the Agreement shall be displayed in a conspicuous and convenient place on the Employers premises so as to be easily accessible by all Employees. All new Employees will receive a copy on the 1st day of employment whether casual or permanent.

7. No Extra Claims

The union and the company undertakes not to pursue any extra claims, award or over award claims for the duration of this agreement.

8. Worksites Covered By This Agreement

This Agreement applies to the Employer's operations at 29 Carter Street Homebush.

9. Relationship With Award

- (a) This Agreement shall prevail over the Award to the extent of any inconsistency.
- (b) In relation to any matter in respect of which this Agreement does not make provision, the terms of the Award shall apply to all Employees.

10. Purpose

The purpose of this Agreement is to:

- (a) Enhance the productivity and efficiency of the Employer's operations;
- (b) Facilitate the Employer and Employees working together to reach double digit growth over the period of this Agreement;
- (c) Provide Employees with access to more varied, fulfilling and better paid jobs; and
- (d) Ensure the Employer receives more longevity of service of their Employees through job satisfaction.

11. Measures to Increase Efficiency

- (a) The Parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a cooperative work environment and appropriate consultative mechanisms involving the Employer, TWU, and Employees.

- (b) There shall be a Joint Consultative Committee comprising an equal number of nominees of the Employer and nominees of the Employees. The objectives of the joint consultative committee will be to guide the company through change, productivity improvements and growth.
- (c) The Employer will work with Employees to develop systems to seek new client opportunities to meet double digit growth through at least 15 sales leads being received by the company per week. Quantified sales leads are to be documented via the sales lead card system located in each vehicle. All sales leads feedback will be responded to by the appropriate Employee within a 2 week period.

12. Wage Rates

- (a) The following wage increases will apply over the life of the Agreement and are attached as Schedule A:
 - 3% on the first pay period on or after certification by the NSW Industrial Relations Commission;
 - 2% on the first pay period on or after 4th November 2004;
 - 2% on the first pay period on or after the 9th June 2005;
 - 2% on the first pay period on or after the 13th April 2006.

Casual wage rates are as provided at Schedule B.
- (b) In addition to the duties prescribed under the Award, the wage rates as outlined in Schedule A also expressly include the following tasks and skills that are unique to this workplace:
 - The installation of photocopiers and other sensitive equipment; and
 - The unpacking and installation of telecommunication equipment at Telstra, Vodafone, Optus and other similar sites; and
 - The extra service that is required by the customer where deliveries of photocopiers, communication racks and other equipment weighing 150kgs plus and move up and down stairs etc; and
 - Employees are required to assist new Employees with training in the installation of photocopiers and the handling of all other highly sensitive equipment.
- (c) Employees shall be classified at Grade 1,2,3 and Grade 7 as per the provisions of the Award. It is a requirement that all Employees classified at Grade 3 or Grade 7 hold the relevant licences.

13. Allowance

The allowances listed under this clause are the only allowances that apply to Employees and are outlined as follows. No other allowance provided for by the Award shall apply.

- (a) Neway Transport Sydney - Allowance of \$6.00 per day is payable in addition to the wage rates outlined in Schedule A, which is fully inclusive of and replaces the following Allowances, as provided for in the Award:
 - Furniture Allowance;
 - Tool Allowance;
 - Wet Weather Clothing Allowance;
- (b) Other allowances are as follows as defined by the award:

Leading hand allowance	\$28.09 per week
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Meal allowance	\$9.35 as per clause 15 of this Agreement
Early morning shift allowance	12.5%
Afternoon shift allowance	17.5%
Nightshift allowance	30.0%

14. Hours of Work

The ordinary hours of work shall be between the hours 5.30am and 6.30pm Monday to Friday and will be varied on a day to day basis as per the requirements of the Employer's customers. Employees will be notified of their starting and finishing times for the following day prior to the conclusion of the previous day's shift.

- (a) Permanent Employees must work 8 hours per day which will result in 24 minutes accrued per day for RDO accruals. If the full 8 hours is not worked in a given day the RDO accrual will be nil for that day.
- (b) Casual Employees must work a minimum of 4 hours per day.

15. Meal Breaks & Allowances

Employees will be flexible with their lunch breaks between the fourth and sixth hour to ensure the least amount of disruption to services.

- a) Whilst working a normal 8 hr day there will be one (1) unpaid lunch break of no less than 30 minutes (1/2 hour). Employees are allocated 1 hour for lunches. In the event an Employee is directed by the Employer not take their full 1 hour lunch break, the remainder of that lunch break, up to 1 hour will be paid at 1.5 or time and one half. (For example, an Employee who is directed to take only a 45 minute lunch break will be paid at time and one half for the remaining 15 minutes of the lunch hour). This overtime is added to any other overtime worked in the same day.
- b) When an Employee has worked eleven (11) hours in any one day, a meal allowance of \$9.35 will be paid. Another meal allowance will be paid for every five (5) hrs worked after that.

16. Casual Employees

- a) A casual Employee does not accrue sick leave, annual leave or rostered days off.
- b) A casual Employee receives a casual loading included in the normal rate in lieu of sick and annual leave. The loaded rate is outlined in Schedule B
- c) A casual Employee will be paid a minimum of four (4) hours work for each start.

17. Payment of Wages

All wages are paid into the Employees' nominated bank account every Friday. In the event of a public holiday falling on a payday, an Employees pay will be available in their bank account on the day preceding the public holiday.

18. Annual Leave - Permanent Employees

- a) Annual leave entitlements are accrued weekly at 2 hrs and 55 minutes per pay period. Twenty days (20) or four (4) weeks will have accrued upon the Employees anniversary of employment. Accruals for annual leave for part-time Employees is on a pro-rata basis.
- b) Leave loading is paid to the Employee only when the Employee has completed a full year in accordance with the anniversary date when permanent employment commenced.

- c) Leave loading is paid when annual leave is taken when applicable. It is accrued on a calendar month basis at 3 1/3 hours which calculates at 40 hours annually or 25% against base salary. The leave loading is paid proportionate to leave taken.

19. Sick Leave

- a) Sick leave entitlements are as follows for permanent Employees:-
First year = five (5) days (after 3 months probation period)
Each subsequent year after = eight (8) days
- b) Accruals for sick leave for part-time Employees is on a pro-rata basis
- c) A doctors certificate must be produced if two (2) or more consecutive days of sick leave are taken.
- d) A doctors certificate must also be produced if a sick day is taken immediately before or after a public holiday or a weekend. Failure to produce a doctors certificate under these circumstances will result in loss of pay.

20. Sick Leave Annual Bonus

- a) Permanent Employees who consider their future in respect to accrued sick days in case of serious illness will be rewarded as follows:
- b) On each anniversary of employment, subsequent to the first year of employment, Employees are allocated 8 (eight) sick days. If at their next anniversary of employment, days remain in credit for the previous 12 months the Employer will reward the Employee by payment on or about one week after their anniversary, the following hours at normal time at the base wage rate set out in Schedule A at the time of payment.

8-7 or 6 days credit	Reward 9.12 hours
5 days credit	Reward 6.88 hours
- c) Employees do not lose the sick day credits accrued. Accrued days are ongoing.
- d) When an Employee leaves the employ of the Employer the remaining sick leave does not become part of the termination payment.

21. Bereavement Leave

- a) A permanent Employee is entitled to a maximum of two (2) days Bereavement Leave.
- b) Bereavement Leave entitlements are given to members of the family who reside within Australia as follows :-
 - Husband / de facto
 - Wife / de facto
 - Father / step father
 - Mother / step mother
 - Brother
 - Sister
 - Child

Stepchild

Parents-in-law

- c) If the death occurs outside of Australia, the Employee is entitled to a maximum of two (2) days bereavement leave.

22. Public Holidays

- a) Days which are proclaimed public holidays by the government are as follows:-

New Year's Day

Australia Day

Good Friday

Easter Monday

Anzac Day

Queens Birthday

Christmas Day

Boxing Day

Labour Day

- b) A permanent Employee required to work on Good Friday or Christmas Day will be paid at the rate of double time for the actual time worked, as well as the days pay.
- c) A permanent Employee required to work on any other public holiday will be paid at the rate of time and a half for the actual time worked, as well as the days pay.
- d) A casual Employee required to work on any of the public holidays stated will be paid at the rate of double time for actual time worked, with a minimum payment of four (4) hours' work.
- e) An Employee who is absent from duty on the working day immediately preceding or the working day immediately succeeding any public holiday or series of holidays, shall not be entitled to payment for such public holiday, or series of public holidays, provided that if an Employee is absent on one only of the working days preceding or succeeding a series of public holidays the Employee shall lose the holiday pay only for the holiday closest to the day of the Employee's absence.
- f) Easter Saturday shall be recognised as the Unions Picnic Day.

In addition to all other payments due, a financial member of the union, other than a casual Employee, shall upon proof thereof, be paid an additional days pay in the pay period in which Easter Saturday falls.

A financial member of the Union who is required to work on Easter Saturday shall in addition to the additional days pay be paid at a rate of time and one half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of 8 hours pay at ordinary time.

23. Long Service Leave

The employer accrues long service leave after permanent full time employment of an Employee after a 5 year period. In the case of a Employee who has completed with an Employer at least five (5) years service, and whose services are terminated by the Employer for any reason other than the Employees serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, or by

reason of death of the Employee, be a proportionate amount on the basis of two (2) months for ten (10) years service.

24. Settlement of Disputes

The Parties have agreed that the following settlement of disputes procedures shall apply:

- a) A matter should first be discussed at the workplace level between the Employee/s and Employer;
- b) If the matter is not settled discussions shall occur between the appropriate TWU organiser, the Employee and the Employer;
- c) If the matter is still not settled it shall be discussed between the State Secretary or his nominee of the TWU and the Employer;
- d) If the matter is still not settled it shall be submitted to the NSWIRC which shall conciliate the matter;
- e) The NSWIRC may arbitrate where there is no likelihood that, within a reasonable period, conciliation or further conciliation will result in Agreement;
- f) Whilst the above procedure is being followed work shall continue normally;
- g) Notwithstanding any other provision of this Agreement, where a party is in breach of this Agreement, the award or any relevant contract of employment another party may treat his, her, or its obligations under this Agreement, the Award or any relevant contract of employment is suspended for as long as the breach (whether of this Agreement, the Award or any relevant contract of employment), by the other party subsists.

25. Union Recognition

The Parties to this Agreement recognise that the industrial relations structures, which involve an open and consultative approach to collective bargaining underpinned by the Award, will positively benefit the Employer and Employees generally.

The Parties to this Agreement are committed to such an approach for this enterprise and recognise the legitimate and constructive role of the Unions in representing their members both at a workplace level and Industrial Relations Commission Level.

The Employer will provide opportunity for Employees to seek union information at the workplace. Such opportunities will include the provision of a noticeboard, for the posting of union information and other material.

26. Union Delegates

An Employee appointed as TWU delegate in a depot shall, upon notification thereof to the company by the branch or sub-branch secretary of the TWU be recognised as the accredited representative of the TWU. The delegate shall be allowed the necessary time during working hours to interview the Employer or its members on matters affecting Employees in the depot. The time to be spent must be agreed by management.

27. First Aid Officer

It is agreed that, above and beyond the requirements of the health and safety provisions, a graduate of an approved first aid certificate course will be present at the depot during all hours when Employees are working.

28. Anti-Discrimination

The Parties to this Agreement are committed to ensuring that all processes and strategies undertaken and implemented in accordance with this Agreement will be within the parameters of the *Anti-Discrimination Act 1977* and section 3(f) of the *Industrial Relations Act 1996*.

29. Sexual Harassment and Workplace Bullying

The Employer prohibits sexual harassment and bullying in the workplace. All Parties to this Agreement agree to complying with all relevant legislation and promoting a workplace environment free from unlawful discrimination, harassment and bullying.

Sexual harassment is defined as unwelcome, activity of a sexual nature, Such activity includes, but is not limited to sexual propositions, touching, sexual innuendo, sexually explicit conversations, rude jokes, nude pin-ups and posters.

Bullying can be defined as repeated behaviour that offends, humiliates or intimidates. Examples of bullying include, but are not limited to, intimidation, verbal and physical abuse, withholding information, belittling remarks, or persistent criticism.

30. Training

- a) The enhancement and acquisition of work-related skills through appropriate training, both in-house and external, is an important component of any Employees career development and overall work performance. The Employees acknowledge the importance of training to the future of the Employer and accept its role whether training be labour or personal development-orientated.
- b) This clause establishes the basis and conditions upon which Employees may undertake training required to provide for the enhancement and development of work-related skills necessary to facilitate career development and improve overall work performance.
- c) The Parties to this Agreement recognise that training provides a long-term benefit to both the individual Employee and the Employer. Through training, the individual Employee has the ability to enhance skills development providing him/her with career development opportunities not only within the company but also outside in accept that individual Employees have the right to determine whether they participate in training.
- d) All new Employees be given three (3) days induction training on commencement of employment, which may consist in all or part accompanying an experienced driver or operator of company equipment in an on the job familiarisation, also introduction to the TWU delegate. This will take place before any new Employee is allocated a truck or company equipment solo.
- e) The Employer understands the need for the TWU Delegate to undertake training as a requirement of his/her responsibility. This training will be through the TWU listed training courses notified at various times of the year. Training days will not exceed five (5) working days for the term of this Agreement provided prior approval is obtained from the Employer for each attendance. Approval will be subject to operational requirements, but will not be unreasonably withheld. The cost of such training, other than the Employees wages for attendance, and any associated travel expenditure shall be the responsibility of the TWU and/or the TWU Delegate.

31. Superannuation

All Employees covered by this Agreement shall have their superannuation entitlements paid to the employers nominated superfund MLC on a quarterly basis as per current legislation.

An Employee who elects to make additional voluntary superannuation contributions shall have such contributions forwarded to the superannuation fund by the employer on a quarterly basis .

32. Annual Longevity Bonus Payment

The Employer wishes to encourage employee loyalty by recognising those employees with a length of service of greater than one year, via the introduction of a Longevity Bonus.

Details of the Bonus Structure is as follows:

1. Anniversary date is the first day of permanent employment with the Employer;
2. This bonus replaces the current length of service bonus payments;
3. The Longevity Bonus Payment will be effective from the date of certification of the Agreement by the NSWIRC;
4. The first payment of anniversary bonus is to be paid as follows:

Anniversary falls between 1st January - 30th June - 2.5% paid on 15 June of that year.

A full six months period of service with the Employer applies before the 5% bonus becomes effective.

Anniversary date 15th April - then 2.5% paid 15th June - then on 15th December 5.0% and so on.

Anniversary date 10th November - then 2.5% paid 15th December - then 5.0% 15th June and so on.

Percentage increases are to be applied to the base wages outlined in Schedule A, and are as follows:

Year	Percentage
1st Year	Nil
2nd Year	2.5%
3rd Year	2.5%
4th Year	5.0%
5th year	5.0%
6th year	6.0%
7th Year	6.0%
8th Year	7.0%
9th Year	7.0%
10th Year	7.0%
11th Year	8.0%
12th Year	8.0%
13th Year	8.0%
14th Year	9.0%
15th Year	9.0%
16th year forward	10.0%

Note: Years service means completion of full permanent employment year of service. Any incomplete years of service shall not be paid as part of any pro-rata Bonus Payment upon termination.

33. Counselling Procedure

The Employers counselling policy is designed to assist both management and Employees in dealing with situations which arise from time to time that result in an Employee being counselled, disciplined and possibly terminated.

The overall objective of these procedures is to ensure that Employees are treated justly and the Employer is protected as well as our customers.

This is done by distinguishing between those terminations that result after previous warnings (i.e dismissal, with notice) and those which occur without the need for warnings (i.e summary dismissal).

Please refer to the companies policy which details the process on this matter and will always be a matter of judgement as no set circumstances are the same.

SCHEDULE A

Permanent Employees

Grade	Current May 04	Commission Sign off June 04 3%	November 04 2%	1st Anniversary June 05 2%	April 06 2%
Grade 1					
Normal Hours	\$13.86	\$14.28	\$14.56	\$14.85	\$15.15
Time 1/2	\$20.79	\$21.41	\$21.84	\$22.28	\$22.72
Double Time	\$27.72	\$28.55	\$29.12	\$29.71	\$30.30
Grade 2					
Normal Hours	\$14.31	\$14.74	\$15.03	\$15.33	\$15.64
Time 1/2	\$21.47	\$22.11	\$22.56	\$23.01	\$23.47
Double Time	\$28.62	\$29.48	\$30.07	\$30.67	\$31.28
Grade 3					
Normal Hours	\$14.62	\$15.06	\$15.36	\$15.67	\$15.98
Time 1/2	\$21.93	\$22.59	\$23.04	\$23.50	\$23.97
Double Time	\$29.24	\$30.12	\$30.72	\$31.33	\$31.96
Kilometre rate Cents per/Klm	\$0.2771	As per the award			
Grade 7					
Normal Hours	\$16.31	\$16.80	\$17.14	\$17.48	\$17.83
Time 1/2	\$24.47	\$25.20	\$25.71	\$26.22	\$26.75
Double Time	\$32.62	\$34.63	\$35.32	\$36.03	\$36.75

SCHEDULE B

Casual Employees

Grade	Current May 04	Commission Sign off June 04 3%	November 04 2%	1st Anniversary June 05 2%	April 06 2%
Grade 1					
Normal Hours	\$17.08	\$17.59	\$17.94	\$18.30	\$18.67
Time 1/2	\$23.88	\$24.60	\$25.09	\$25.59	\$26.10
Double Time	\$31.85	\$32.81	\$33.46	\$34.13	\$34.81
Grade 2					
Normal Hours	\$17.64	\$18.17	\$18.53	\$18.90	\$19.28
Time 1/2	\$24.66	\$25.40	\$25.91	\$26.43	\$26.95
Double Time	\$32.89	\$33.88	\$34.55	\$35.25	\$35.95
Grade 3					
Normal Hours	\$18.08	\$18.62	\$18.99	\$19.37	\$19.76
Time 1/2	\$25.21	\$25.97	\$26.49	\$27.02	\$27.56
Double Time	\$33.62	\$34.63	\$35.32	\$36.03	\$36.75
Kilometre rate Cents per/Klm	\$0.2771	As per the award			

SIGNATORIES TO AGREEMENT

Signed for and on behalf of Neway Holdings t/a Neway Transport NSW)



SIGNATURE _____

NAME (BLOCK LETTERS)

BRUCE RAYMOND NEWEY

DATE

19 / 05 / 2004

In the presence of -

SIGNATURE _____

NAME (BLOCK LETTERS)

GORDON KENNETH BOULTON

DATE

19 / 05 / 2004



Signed for and on behalf of the Transport Workers Union of Australia
(New South Wales Branch)

SIGNATURE _____

NAME (BLOCK LETTERS)

A V SHELDON

DATE

31 / 05 / 2004

in the presence of -

SIGNATURE _____

NAME (BLOCK LETTERS)

B PENTON

DATE

31 / 05 / 2004