

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/227

TITLE: Westgate Logistics (NSW) Pty Ltd - TWU Heads of Agreement

I.R.C. NO: 00/2065

DATE APPROVED/COMMENCEMENT: Approved 29 May 2000 and commenced 1 November 1999

TERM: 32 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all transport employees of the company engaged pursuant to the Transport Industry (State) Award

PARTIES: Transport Workers' Union of Australia, New South Wales Branch -&- Westgate Logistics (NSW) Pty Ltd



1. TITLE

This agreement shall be known as the Westgate Logistics (NSW) Pty Ltd - TWU Heads of Agreement.

2. PARTIES

The parties to this agreement shall be :

WESTGATE LOGISTICS (NSW) PTY LTD ("The company")

and

THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH ("the TWU").

3. DEFINITIONS

3.1 In this agreement, unless the context otherwise requires :

"award", in relation to terms and conditions of employment, means Part A of the *Transport Industry (State) Award, 1996* as it reads at the date of the making of this agreement.

"award", in relation to Monetary Rates, means Part B of the *Transport Industry (State) Award, 1996* as varied from time to time;

"company" means Westgate Logistics (NSW) Pty Ltd;

"contract carrier" means any person performing a "contract of carriage" as defined by Section 309 of the Industrial Relations Act, 1996.

"employee" means all transport workers covered by the classifications referred to in Clause 1 of the *Transport Industry (State) Award*.

"transport worker" means any employee or contract carrier whose work is covered by this agreement.

3.2 In this agreement :

- (a) Words importing the singular shall include the plural; and
- (b) Words importing the masculine gender shall include the female gender.

4. OBJECTS

The objects of this agreement are to:

- (i) enhance the productivity and efficiency of the Company's operations;
- (ii) train transport workers in Industrial Rights, Occupational Health and Safety and Vocational Skills;

MA

- (iii) promote job security for transport workers and provide them with access to more varied, fulfilling and better paid jobs; and
- (iv) provide transport workers with a just measure of income and entitlements protection.

5. COMMITMENT

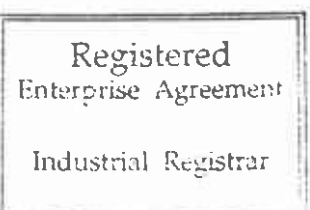
By entering this Agreement the Company hereby makes a commitment to:

- (i) the full-time engagement of its transport workers wherever possible;
- (ii) contract carriers are engaged or work is contracted out to companies or business;
- (iii) engage all contract carriers strictly in accordance with Clause 6 of this Agreement;
- (iv) positively support the making of an award or enterprise agreement under the Industrial Relations Act, 1996 (NSW) applying to all employers and employees, or a contract determination or contract agreement applying to all principal contractors and contract carriers, as the case may be, performing work for and on behalf of the Company whether at the workplace of the Company or elsewhere in the same terms of this Heads of Agreement.
- (v) ensure that all road transport companies, employment & labor hire agencies and other contractors engaged by the employer abide by all lawful requirements (including but not limited to occupational health and safety) that govern:
 - the employment of all their employee; or
 - the engagement of all their contract carriers
- (vi) enter into a Enterprise Agreement that will be registered in the Industrial Relations Commission of New South Wales with respect to the terms if this Heads of Agreement as it applies to employee transport workers; and
- (vii) the training of its transport workers in Occupational Health and Safety and other professional training as provided by DECA Training (or equivalent organisation as agreed to between the parties).

6. CONTRACT CARRIERS

The Company agrees to engage all contract carriers that perform work for or on behalf of the company in the following terms:

- (i) the Company agrees to enter into a Contract Agreement with the Union, registered in the New South Wales Industrial Relations Commission with respect to the terms of this Heads of Agreement as it applies to contract carriers;



- (ii) any yard agreement or other unregistered arrangement in force at the time this Heads of Agreement is executed shall continue to apply unless the parties to this Heads of Agreement specifically agree to other arrangements to apply in lieu thereof.

7. TRAINING

The Company will promote vocational training, Occupational Health and Safety training, safer work practices, knowledge of the award and other industrial entitlements, and other services for the benefit of the workers in the transport industry.

The Company recognises its responsibilities to provide a safe and healthy workplace for its employees and contact carriers and all other persons attending its sites and accordingly agrees to train all transport workers covered by this Framework Agreement in accordance with this Clause.

7.1 Compulsory Induction Training

- (a) Prior to a new employee commencing work with the Company the employee shall be trained in:
- Occupational Health and Safety;
 - vocational skills;
 - other professional training; and
 - Industrial Rights.
- (b) In order to meet the requirements of sub-clause 8.1(a)(iii) each new transport worker shall undertake a induction course, designed by DECA Training (or equivalent accredited training provided as agreed between the parties); and

7.2 Ongoing Training

Upon entering this Framework Agreement the Company agrees:

- (a) to comply with all current Codes of Practice (including the current "Trucksafe"), Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the company's obligations under the Occupational Health and Safety Act 1983 (NSW);
- (b) to authorise all transport workers elected to OH&S Committees to attend a Committee training course (as per section 25(2) NSW OHS Act, 1983), as soon as practicable within 3 months of being elected to such a position. Further, the Company will establish and train an OH&S Committee in all

Registered
Enterprise Agreement
Industrial Registrar

AS

workplaces with less than 20 employees if no such Committee is currently in place;

- (c) to enrol and provide existing transport workers with the opportunity and time to attend a two hour safety course conducted on site or other agreed place at an agreed time. Such training will be conducted within 3 months of signing this Agreement. DECA Training (or other provider as agreed to by the parties) will do this training.

Worker selection for enrolment training will be done by consultation between the parties;

- (d) to enrol and provide employees with the opportunity and time to attend Driver Fatigue programs for all transport workers undertaking driving duties as well as allocation staff and fleet controllers; and
- (e) to provide all TWU delegates and co-delegates with an additional two weeks paid training leave per annum subject to providing minimal operational disruptions to the Company

7.3 Training to be Paid for by the Company

The company shall pay at ordinary time rates, to a maximum of 8 hours per day, the wages of the employees attending the training courses referred to in clause 7 and all other reasonable expenses, which would otherwise be incurred by attendees of the course.

8. MEASURES TO INCREASE EFFICIENCY

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the company, the TWU and employees.

It is a term of this Agreement that the Company shall allow delegates, employees, contact carriers and representatives of management to attend a one-day training course run by the Union in relation to the implementation of this Agreement, subsequent enterprise agreements as are entered, from time to time, between the parties.

9. CONDITIONS OF ENGAGEMENT

- 9.1 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 and the terms of any contract determination or contract agreement in place shall apply to all contract carriers.
- 9.2 The wage rates arising from this Framework Agreement are to apply for the purposes of calculating all employee and contract carrier entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.

Registered
Enterprise Agreement
Industrial Registrar

AG

10. RATES OF REMUNERATION FOR EMPLOYEE TRANSPORT WORKERS

The Company agrees to increase the rates of pay for its employee's remuneration in accordance with the Schedule of Rates to this Agreement.

The wage rates referred to in sub-clause 10.1 do not include allowances. Allowances as prescribed by the Award shall be paid to employees.

Should there be a significant increase in the rate of inflation, particularly in regard to the introduction of the GST, the Union reserves the right to reopen negotiations with the company for additional increase over and above the increase specified in the Schedule of Rates.

11. INCOME AND ENTITLEMENT PROTECTION

All transport workers covered by this agreement who are members of the TWU shall be covered by an approved Sickness and Accident Income Protection Plan ['the Plan'], as provided by Chifley insurance (a division of Lowe Littmann Bott Pty Ltd) Brokers or other such Plan as agreed by the parties. The contributions to this fund shall be the responsibility of each employee but the company will deduct employee contributions from employee entitlements and remit employee contributions on an aggregate basis.

The company agrees to negotiate with the union to establish a Transport Industry Insurance / Trust Fund Scheme designed to protect workers accrued entitlements in the event that the company goes into liquidation.

12. SETTLEMENT OF DISPUTES

12.1 The parties have agreed that the following settlement of disputes procedure shall apply:

- (a) The matter should first be discussed at the workplace level between the employee or employees and their immediate supervisor. If an employee so requests the TWU delegate will be involved in such discussions;
- (b) If the matter is not settled discussions shall occur between the appropriate TWU official and management;
- (c) If the matter is still not settled it will be discussed between the Branch Secretary (or nominee) of the TWU and the Company;
- (d) If the matter is still not settled it shall be submitted to the NSW Industrial Relations Commission which shall conciliate the matter;
- (e) The Industrial Relations Commission of New South Wales may make a determination, which is binding on the parties where there is no likelihood that, within a reasonable period of time, conciliation or further conciliation will result in agreement;

Registered
Enterprise Agreement
Industrial Registrar

- (f) if the matter is not resolved, the parties may agree to submit the dispute to arbitration, and, if so agreed, the decision must be accepted by the parties subject to any appeal available.

12.2 Whilst the above procedure is being followed work shall continue normally, except in circumstances where employees have genuine concerns for their health and safety add in these circumstances the provisions of the NSW Occupational Health and Safety Act will apply.

12.3 This settlement of disputes procedures will apply to any dispute or claim (whether it arises out of the operation of this Framework Agreement or not) as to the wages or conditions of engagement of transport workers engaged by the company.

13. TRANSPORT INDUSTRY EDUCATION

The Company agrees to support Industry agreed principles aimed at promoting vocational, training occupational health and safety training, safer work practices, knowledge of Award and other entitlements, and other services for the benefit of workers in the transport industry The nature of the support will be agreed between the Union and the Company.

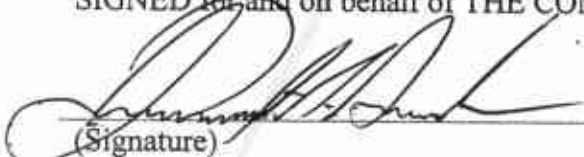
14. OPERATION OF THIS AGREEMENT

This agreement comes into effect from 1 November 1999 and shall remain in force until 1 July, 2002. Any Heads of Agreement currently in place between the company and the TWU shall remain in force until 1 November, 1999.


16. EXECUTION

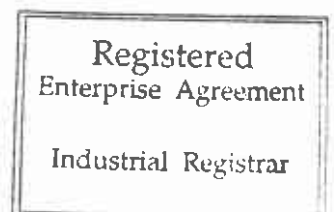
SIGNED as an agreement.

SIGNED for and on behalf of THE COMPANY in the presence of:


(Signature) DAVID ANDERSON


(Signature of Witness)


(Name of Witness in Full)





SIGNED for and on behalf of the **TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH** }



.....
Anthony Sheldon
Secretary/Treasurer

W Forno 29.3.00

(Signature of Witness)

Wayne John Forno
(Name of Witness in Full)



Schedule of Rates

The Company shall pay all its employee transport workers the sum of the following remuneration:

- (i) The monetary rates of pay specified in Tables 1 to 6 and Table 10 of Part B of the Transport Industry (State) Award, 1996 published 26 September, 1999 (301 IG 204) as the base rate of pay;

PLUS

- (ii) An additional 5% + 5%, payable as part of the Union's 1997 Fair Wages Campaign;

PLUS

- (iii) An Additional 4.48% + 3% +3%, to be phased in three (3) lots in January of each year of the operation of the Heads of Agreement. For transport workers Grades 1 to 8 the following rates are payable on and from the first pay period after the dates specified in the following table:

CLASSIFICATION	13 DECEMBER, 1999	13 DECEMBER, 2000	13 DECEMBER, 2001
Grade One	514.54	529.98	545.88
Grade Two	532.51	548.49	564.94
Grade Three	544.95	561.30	578.13
Grade Four	555.78	572.45	589.63
Grade Five	583.77	601.28	619.32
Grade Six	590.79	608.52	626.77
Grade Seven	612.11	630.47	649.38
Grade Eight	655.53	675.19	695.45

NOTE: This Heads of Agreement increases the rates of remuneration payable by the company to a total of 20.47% above the current Monetary Rates in the said Award by 1 November, 2001. Should the Union's application in IRC 6475 of 1998 for a new Transport Industry (State) Award be approved by the Industrial Relations Commission of NSW any increases in the Monetary Rates in the Award will be absorbed in the rates payable pursuant to this heads of Agreement.

18