

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/34

TITLE: Specialised Fleet Services Enterprise Agreement 2000

I.R.C. NO: 2000/3018

DATE APPROVED/COMMENCEMENT: 14 July 2000/17 December 1999

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 2 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Transport Industry (State) Award, located at Braidwood Street, Enfield

PARTIES: Specialised Fleet Services Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

**Registered
Enterprise Agreement
Industrial Registrar**

**SPECIALISED FLEET SERVICES
ENTERPRISE AGREEMENT 2000**

**BETWEEN
SPECIALISED FLEET SERVICES
AND
TRANSPORT WORKERS' UNION OF AUSTRALIA - NSW
BRANCH
AND
SPECIALISED FLEET SERVICES
AWARD EMPLOYEES**

**UNDER
CHAPTER 2, PART 2, ENTERPRISE AGREEMENTS
INDUSTRIAL RELATIONS ACT 1996**

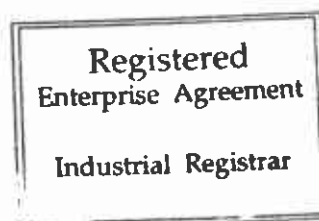


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SPECIALISED FLEET SERVICES ENTERPRISE AGREEMENT 2000

1. Title of Agreement

This enterprise agreement shall be known as the Specialised Fleet Services Enterprise Agreement 2000 (**the Agreement**).

2. Application Of Agreement

The Agreement shall apply at the Specialised Fleet Services site located at Braidwood Street Enfield NSW 2136, in respect of all the employees of the Company whose employment is within the coverage of the Transport Industry (State) Award (the Award).

3. Date and Period of Operation

The Agreement will operate for 3 years from 17 December 1999.

4. Definitions

4.1 In this Agreement, unless the context otherwise requires, the following meanings shall apply:

4.1.1 "Award" shall mean the Transport Industry (State) Award, as varied from time to time.

4.1.2 "Company" shall mean Specialised Fleet Services, a Branch of George Weston Foods Limited;

4.1.3 "Employee" shall mean all employees covered by the classifications referred to in Clause 1 of the Transport Industry (State) Award.

4.2 In this Agreement:

4.2.1 Words importing the singular shall include the plural; and

4.2.2 Words importing the masculine shall include the female gender.

5. Parties Bound

5.1 The parties to the Enterprise Agreement will be:

5.1.1 The Company; and

5.1.2 The TWU; and

5.1.3 The employees of the Company whose work is within the scope and coverage of the Transport Industry (State) Award.



6. Aims and Objectives

- 6.1 The following are the agreed "Aims and Objectives" of the new Agreement. Their purpose is to:
- 6.1.1 Promote and maintain a co-operative and stable industrial environment over the life of the Agreement.
 - 6.1.2 Support appropriate OH&S and vocational training for employees. The Company already provides OH&S and vocational training to its driver employees and, therefore, would support the continuation of such training by providing employee access to appropriate agreed training courses.
 - 6.1.3 Promote job security for transport employees and provide them with access to more varied, fulfilling and better paid jobs. To this end the Company's stated philosophy is to endeavour to maximise full time employment opportunities for its employees.
 - 6.1.4 Provide employees with reasonable levels of wages and conditions of employment.
 - 6.1.5 Introduce greater flexibility to the employment arrangements applying to employees.
 - 6.1.6 Improve the efficiency and productivity levels of the business. This will be achieved by:
 - (i) The introduction of the changes introduced by this Agreement;
 - and
 - (ii) Through a process of continuous improvement with the aim of increasing profitability for the company.
 - 6.1.7 Establish a Workplace Consultative Committee (WCC) made up of management and employee representatives to be set up during the 3 to 4 months of the operation of the new Enterprise Agreement.
 - 6.1.8 The WCC will be responsible for the ongoing site level implementation of the terms of the new Enterprise Agreement, including the process of "Continuous improvement", which will involve identifying and implementing changes to work practices in accordance with the procedure set out in Attachment A.

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7. Wage Increases

- 7.1 The following wage increases shall be provided to employees over the life of a 3 year Agreement in return for the implementation of the Aims and Objectives set out in clause 6 and the an introduction of the changes and arrangements set out in this Agreement.
- 7.2 The wage increases are as follows:-
- 7.2.1 A 4% increase in weekly base rate of pay from 17.12.99 (already paid);
 - 7.2.2 A 3% increase in weekly base rate of pay from the date the Agreement is signed by the Company and the Union.
 - 7.2.3 A 3% increase in weekly base rate of pay from the 1st anniversary of the commencement date of Agreement;
 - 7.2.4 A 3% increase in weekly base rate of pay from the 2nd anniversary of the commencement date of Agreement.

= 13% Total in increases.

- 7.3 Note that the payment of the wage increases set out in 7.2.2, 7.2.3 and 7.2.4 is subject to the Agreement being certified by the Industrial Relations Commission of NSW.
- 7.4 Employees covered by this Agreement shall not receive any further wage increases as a result of any increase in award rates of pay determined by the NSW Industrial Relations Commission during the life of this Agreement.

8. Probationary Employment

All new employee drivers shall be employed for a probationary period of 3 months and shall be paid the appropriate award rate of pay for the 3 month probationary period unless the Company decides to pay the site rate from an earlier date.

9. Staggered Starting and Finishing Times

The start and finish times of employees may be staggered to meet the needs of the business.

10. Change of Starting Time

In order to ensure that the requirements of the Company's customers are met the Company may change an employee's starting time for work provided the employee is advised of the change before the employee finishes work on the previous day.

11. Implementation of 38 Hour Week

Different methods of implementation of a 38 hour week may apply to individual employees or various groups or sections of employees.

12. Training

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12.1 Compulsory Induction Training

- 12.1.1 The Company provides and will continue to provide in-house Induction Training for all new employees.
- 12.1.2 The Company will ensure that each new employee is introduced to the site Union delegate as part of the site induction process.
- 12.1.3 The possible use of an externally provided Induction Training course is a matter that could be discussed and determined by the WCC.

12.2 Ongoing Training

- 12.2.1 The Company provides and will continue to provide appropriate OH&S training to its employees to ensure compliance with its statutory obligations and the industry Codes of Practice. A review of the training provided may be conducted by the WCC.
- 12.2.2 The Company is committed to providing appropriate driver training to all of its truck driver employees. Any such course, its duration and the timing of attendance are matters to be determined by consultation through the WCC.
- 12.2.3 Union delegates and co-delegates are entitled to time off to attend delegate training programmes conducted by the Union. The times at which delegates shall be released for this training will be as agreed between the Company, the delegate/s concerned and the Union and will fit in with the operational requirements of the business. A maximum of up to 5 training days off will be available in each year for each of the delegates and co-delegate positions irrespective of the number of employees who may share a position in a year.

12.3 Training to be paid for by the Company

An employee's attendance at a Company approved training course will result in no reduction to an employee's weekly base rate of pay. Further, the Company will meet all reasonable expenses incurred by an employee in attending a Company approved training course. Where training is done outside ordinary hours (which is usually on a Saturday) such training is paid for at the rate of time and one half of the ordinary rate of pay.

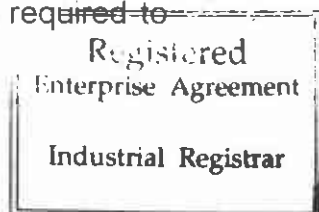
13 Licence Upgrade Training

13.1 During training for the up-grade of a driving licence, an employee being trained will be paid at his/her current rate of pay.

13.2 When the employee has obtained the higher grade licence but is not required to drive the higher-grade vehicle on a permanent basis, the employee will be paid:-

13.2.1 the award rate for the up-grade licence or his/her current rate, whichever is the greater, for each day the employee is required to drive the higher-grade vehicle for more than 4 hours during the first 3 months of holding the licence (unless the Company decides to pay the higher-grade rate from an earlier date); and then

13.2.2 the higher-grade rate for each day the employee is required to drive the higher-grade vehicle for more than 4 hours.



14 Driving At A Higher Grade

14.1 An employee who has his/her licence up-graded and then is required to drive the higher grade vehicle on a permanent basis will be paid:-

14.1.1 the award rate for the up-grade licence or his/her current rate, whichever is the greater, for first 3 months unless the Company decides to pay the higher-grade rate from an earlier date; and then

14.1.2 the higher-grade rate for all work, provided the employee is assessed to be competent for the appointment and is appointed.

15 Reimbursement of Cost of Training by Employee

Where the Company pays the costs of training (e.g. for a licence up-grade), the employee shall reimburse the Company the cost of the training if the employee terminates his/her own employment with the Company within two years of the training being provided.

16. Conditions of Engagement

16.1 The Award's conditions will apply in respect to topics not covered by the Enterprise Agreement. Where the award's terms are inconsistent with the terms of this Agreement the terms of this Agreement will prevail.

16.2 The weekly base rates of pay established by this Agreement will be used to calculate employee's entitlements to overtime, leave rights, redundancy and superannuation (subject to the requirements of the Superannuation Guarantee Legislation).



17. Allowances

Allowances as prescribed by the Award shall be paid to employees.

18. Multi-Skilling &/Or Cross-Skilling Employees

18.1 The WCC will investigate the issues associated with increasing the levels of competency and skill of the workforce through structured training programmes.

18.2 The WCC shall then be responsible for the implementation of an agreed new competency-based monetary/allowance system that will reward those employees who train then work as multi-skilled and/or cross-skilled operatives.

19. Range of Duties

The Company may require multi-skilled or cross-skilled employees to perform any task that is within their level of competency and skill. The range of tasks that may be reasonably required to be performed will be the subject of consultation by the WCC

20. Long Distance Work Provisions

20.1 The employee parties acknowledge the right of the Company to apply the "long distance work" (L.D.W.) provisions of the Award.

20.2 The wage increases set out in Clause 7 of this Agreement will be reflected in the L.D.W. rates paid to such employees.

21. Income Protection

21.1 The Company has no "in principle" objection to this form of insurance plan;

21.2 The Company will provide an amount of 1% of the employees ordinary pay that may be used:-

21.2.1 either towards the cost of providing income protection insurance for employees; or

21.2.2 as a further 1 % wage increase for employees

from the same date as the initial 3% wage increase under this Agreement.

21.3 Income protection insurance will only be made available if the majority of employees choose to participate in the plan and accept its cost as an alternative to a wage increase.

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21.4 The operation of any such plan would either be reviewed or cancelled should the premium costs rise above the projected costs during the life of the Agreement.

21.5 An appropriate fund will need to be selected.

22. Disputes Procedure

The Agreement provides for a "Disputes Procedure" in Attachment B.

23. Disciplinary Procedure

The Agreement provides for a "Disciplinary Procedure" in Attachment C.

24. No Extra Claims

It is a term of the Agreement that both the Union and the Employees undertake not to make or pursue any extra claims for either increases in wages or allowances or improvements in conditions of employment for the life of the Agreement.

25. Not To Be Used As A Precedent

The terms of this Agreement shall not be used by any person, union or company in any manner whatsoever to obtain similar arrangements or benefits in any other plant, enterprise, business or company.

26. Endorsement Of Agreement

The signatories below accept the terms of the Specialised Fleet Services Enterprise Agreement 2000 on behalf of their organisations and endorse its terms and in doing so declare that the Agreement is not entered into under duress by any party to it:

Signed on the 15th day of MAY 2000.

For and on behalf of **SPECIALISED FLEET SERVICES**.


.....
Mr Peter Swinfield
General Manager



For and on behalf of the **TRANSPORT WORKERS' UNION OF AUSTRALIA,**
NSW Branch


.....
Secretary - NSW Branch

ATTACHMENT A

Registered
Enterprise Agreement

Industrial Register

1. WORKPLACE CONSULTATION & WORK PRACTICE CHANGE

1.1 Role, Structure and Function of the Workplace Consultative Committee

A Workplace Consultative Committee (**WCC**) shall be established for the business. The WCC shall be responsible for the implementation of the Agreement. This responsibility will be in addition to any other obligations and responsibilities of the WCC arising from its constitution.

The membership of the WCC shall be made up of employee representatives from the workforce duly elected by the employees and management representatives nominated by the Company. The form and structure of the WCC and the implementation of consultative practices and mechanisms on the site shall be in accordance with the agreed constitution of the WCC.

Matters raised by the Company, Employees or the Union, which are consistent with the Aims and Objectives and/or spirit of this Agreement, shall be processed through the workplace consultative mechanism.

The parties to this Agreement are committed to co-operating positively to achieve significant and sustained improvements in the efficiency, productivity, profitability and competitiveness of the enterprise, and to enhance the career opportunities and job security of Employees.

The consultative process is a mechanism through which all Employees may become involved in, and positively contribute towards, management's decision making process. However, managerial prerogative is acknowledged.

1.2 Facilitation of Continuous Improvement Process

The WCC shall consider a broad agenda of items relating to continuous improvements in productivity and efficiency and discussions shall take place with a view to providing more flexible working arrangements, improving the quality of working life, enhancing skills, training to assimilate new technology and new machinery, improving job satisfaction and positively contributing to the restructuring process.

The WCC shall implement change by way of:

- (a) The flexible application of the terms of this Agreement; or
- (b) The flexible application of the terms and conditions of the Award; or
- (c) In circumstances where the implementation of the WCC's decision would necessitate formal recognition by the Industrial Relations Commission (**IRC**), by the following procedures:
 - (i) All Employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.
 - (ii) A vote will then be conducted on the issue. Where agreement is genuinely reached with the majority of Employees concerned the agreed arrangement shall be committed to writing.
 - (iii) Before any arrangement is signed and processed further, the proposed arrangement shall be forwarded in writing by the WCC to the State Secretary of the Union.
 - (iv) The Union shall not unreasonably withhold consent to the arrangements agreed upon.
 - (v) If no party objects to the arrangement, then a consent application for either a variation to this Agreement or a new related Certified Agreement shall be made to the IRC to have the arrangement approved.

1.3 Resolution of Disputes

The WCC shall act to resolve any disputes arising from the interpretation and/or implementation of the Agreement. Should a dispute over a matter that is before the WCC not be able to be resolved it shall be dealt with in accordance with Steps 3 and onwards of the Agreement's Grievance and Disputes Procedure.



ATTACHMENT B

GRIEVANCE AND DISPUTES PROCEDURE

The parties to the Agreement shall observe the following Grievance and Disputes Procedure.

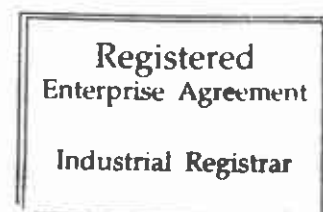
The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

- Step 1.** The matter is to be discussed between the Employee(s) and the Supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2.** The matter is to be discussed between the Employee(s) (and the Union Delegate if requested by either party) and the Transport Operations Manager involved. If the matter remains unresolved follow Step 3.
- Step 3.** The matter is to be discussed between the Employee(s), the Union Delegate, Transport Operations Manager and the General Manager. If the matter remains unresolved follow Step 4.
- Step 4.** The matter is to be discussed between the Operations Manager, the General Manager, Union Delegate and Union Official. If the matter remains unresolved follow Step 5.

Where it is agreed by the parties, Steps 1-4 above may be conducted concurrently.

- Step 5.** Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission for assistance. The IRC shall first attempt to resolve the dispute by conciliation. However, where conciliation fails the IRC shall arbitrate in relation to the dispute and the parties will abide by the Commission's arbitrated decision.

In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoiding any stoppages of work, bans or limitations while the procedures of negotiation and conciliation (and where applicable, arbitration) are being followed. Where a dispute concerns a proposed change to work practices, the status quo existing prior to the time of the dispute arising shall continue while this procedure is being observed.



ATTACHMENT C

DISCIPLINARY PROCEDURE

The parties to the Agreement shall observe the following Disciplinary Procedures.

1.1 Procedure Relating to Poor Work Performance or Unsatisfactory Conduct

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" shall include the following:

- (a) Unacceptable work quality;
- (b) Unsafe work practices;
- (c) Wilfully failing to abide by reasonable and lawful directions;
- (d) Excessive absenteeism;
- (e) Abuse of sick leave entitlement.

Where it is alleged an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure will be adopted:

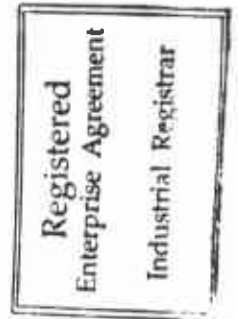
1.2 Interview Process and Written Warning

An interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as the Union delegate (if requested by the employee or the Company if the employee is a member of the Union) or other nominated or responsible employee acceptable to the employee being disciplined. At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his/her actions. If the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the problem is work related and the employee is not able to give a satisfactory explanation of his or her actions, then disciplinary action shall be taken by means of the issuing of a formal written warning, which shall record certain details of the interview, such as:

- (a) Nature of alleged poor work performance or unsatisfactory conduct and the specific details;
- (b) Date/s of alleged poor work performance or unsatisfactory conduct;
- (c) An explanation of the consequences of a continuation of such poor work performance or unsatisfactory conduct;
- (d) Date and time of the interview;
- (e) Signatures of the parties present at the interview.

A copy of this written warning should be supplied to the employee concerned.



1.3 A Further Written Warning and Discipline

If the written warning resulting from the initial interview is unsuccessful a further interview similarly constituted should then take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain his or her continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory management shall issue a further written warning. It may also be appropriate that additional disciplinary measures be taken and these may include:

- (a) Relocation in the work place;
- (b) Reclassification to a lower grade of work;
- (c) Admonishments recorded on the employee's personal file.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

The employee shall be dismissed if these disciplinary measures are found not to be a satisfactory solution and the employee's unacceptable conduct continues.

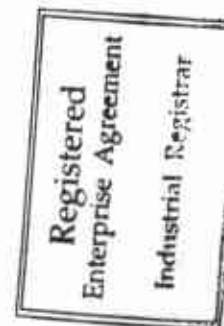
1.4 Dismissal Following Disciplinary Procedure

The employee should be notified in writing of the dismissal and the reasons for the dismissal. If the employee is a member of the Union and the employee agrees, the Union delegate should be notified as soon as practicable that this course of action is to be taken.

1.5 Duration of Warning

A written warning shall lapse after 24 months and will no longer be used as one of the warnings to justify the employee's dismissal under clause 1.6 of this disciplinary procedure.

A lapsed warning shall remain on the employee's record of employment and may be referred to during any subsequent termination proceedings brought against the Company.



1.6 Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct are not intended to interfere with the right of the Company to dismiss an employee without notice for serious misconduct that justifies instant dismissal.

In such circumstances the following procedure should be followed prior to the dismissal of the employee:

- (a) An investigation should be conducted to establish the facts.
- (b) An interview of the employee should be conducted by the Company. It would be appropriate that at least two members of management be present.
- (c) It is appropriate for the Union delegate (if the employee is a member of the Union), or other nominated or responsible employee acceptable to the employee being disciplined, to also be present.
- (d) At the time of the interview the employee should be informed of the alleged misconduct and be given the opportunity to explain his/her actions.
- (e) If the employee is unable to provide a satisfactory explanation, the employee shall be dismissed.
- (f) The employee should be notified in writing of the dismissal and the reasons for same. If the employee is a member of the Union and the employee agrees, the Union delegate should be notified as soon as practicable that this course of action is to be taken.

