

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/265**

**TITLE: Linfox - TWU (Carlton & United Breweries West Gosford) Enterprise Agreement 2000**

**I.R.C. NO: 2000/4125**

**DATE APPROVED/COMMENCEMENT: 8 September 2000/ 1 July 2000**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 19**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees of Linfox operating from 9 Gibbens Road, West Gosford NSW 2250**

**PARTIES: Linfox Transport (Australia) Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch**

**ENTERPRISE AGREEMENT**

**between**

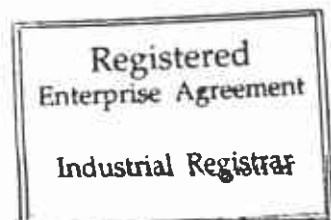
**LINFOX TRANSPORT (AUST) PTY LTD**

**and**

**TRANSPORT WORKERS' UNION OF AUSTRALIA  
NEW SOUTH WALES BRANCH**

**for**

**Carlton & United Breweries West Gosford  
9 Gibbens Road  
West Gosford, NSW 2250**



1. **TITLE**

This agreement shall be referred to as the Linfox – TWU (Carlton & United Breweries West Gosford) Enterprise Agreement 2000.

The address of the workplace/operation is: 9 Gibbens Road, West Gosford NSW 2250.

2. **ARRANGEMENT**

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**3. PARTIES BOUND**

This agreement is binding on:

- (a) the Transport Workers' Union of Australia, New South Wales Branch (the Union), its officers and members; and
- (b) Linfox Transport (Aust) Pty Ltd (Linfox)

in respect of employees of Linfox employed in New South Wales (whether members of the Union or not) whose employment is regulated by the Transport Industry (State) Award, as varied from time to time, and whose workplace and/or operation is identified in clause 1 hereof.

This agreement is also binding on each successor and transmittee of Linfox, including the customer, other principal logistics services providers, and their respective sub-contractors and labour hire agencies.

**4. PERIOD OF OPERATION**

The Union shall make application to the NSW Industrial Relations Commission (the Commission) for approval of this agreement.

The initial period of operation shall be three years from 1 July 2000 .

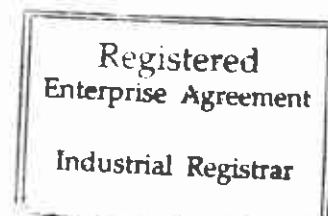
**5. EXTENSIONS OF AGREEMENT**

Subject to the parties' rights under clauses 6 and 7, this agreement is intended to be an 'ever green' agreement, with its terms and conditions therefore continuing indefinitely after expiry of the initial period of operation.

Accordingly, in due time, the Union shall make application to the Commission for an extension (or further extension) of the agreement's period of operation, on each occasion for the maximum period then available under the Act, and such application shall be fully supported by Linfox.

If an extension (or further extension) is not possible under the Act, the Union shall make application to the Commission for approval of a replacement agreement that substantively replicates the terms of this agreement, and such application shall be fully supported by Linfox.

The process set out herein for extension or replacement of this agreement, may be repeated indefinitely into the future, unless the agreement is terminated beforehand pursuant to clause 6.



6. **TERMINATION OF AGREEMENT**

Notwithstanding the nominal expiry date that may be set out in any Commission approval or extension orders, at any time from or after 1 December 2002 either party may give the other in writing one month's notice of the termination of this agreement. The party that gives notice must immediately make application to the Commission for an order to give effect to the termination. Such application shall be fully supported by the other party.

For the duration of any notice of termination, the parties and relevant employees shall continue to observe every particular of this agreement, including clause 11 (Employee's Duties) and clause 20 (Disputes).

Notwithstanding any termination of this agreement pursuant to this clause, the Union and employees undertake that under no circumstances will there be a wage increase in 2003 prior to the final Linfox pay day in June of that year.

7. **VARIATION OF AGREEMENT**

At any time after 31 December 2002 either party may by means of a dispute notification seek variation of this agreement. The proposed variation may only concern provisions dealing with rates of pay and/or adjustments thereto.

The parties agree the Commission may conciliate and if necessary determine by arbitration or recommendation the issues between them, on the basis of industrial and commercial merit considerations. The Commission determination shall constitute the agreed variation to this agreement for the purpose of any approval requirements under the Act.

Neither party shall at any stage raise jurisdictional objections to the Commission so determining a matter before it.

If necessary to give effect to any Commission determination, the party that filed the dispute notification shall make application for consent variations to this agreement, and the other part shall fully support such application.



**8. OBJECTS**

The objects of this agreement are to provide a sound foundation for:

- Contract retention by Linfox and job security for employees.
- A good return on investment for Linfox, and good wages and other benefits for employees.
- Ongoing effective training and development of employees.
- A safe and efficient work environment.

**9. RELATIONSHIP TO PREVIOUS AGREEMENTS AND THE AWARD**

This agreement replaces all previous enterprise agreements and shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award (the award) as varied from time to time, provided that this agreement:

(a) shall prevail to the extent of any inconsistency with the award; but

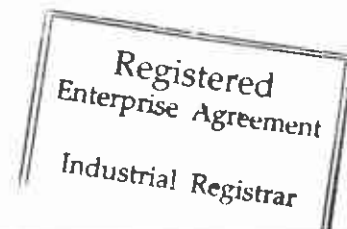
(b) shall not reduce or limit any right, benefit, remedy, discretion, authority or power available to Linfox under the award.

All prior agreements forever cease to be in operation upon approval of this agreement, even if this agreement's operation should at some stage be terminated by order of the Commission.

Linfox may make application to the Commission for each previously approved to be terminated. Any such application shall be fully supported by the Union.

**10. SUBCONTRACTORS, AGENCIES AND THEIR EMPLOYEES**

Linfox and the Union will use their best lawful endeavours and co-operate to ensure that subcontractors and labour hire agencies, as well as their respective transport workers, receive their due entitlements and abide by their obligations at law, including (but not limited to) entitlements and obligations under awards, contract determinations, and legislation relating to road transport regulation and occupational health and safety. In addition, Linfox will implement appropriate contract and invoicing arrangements, having regard to the intent of section 127 of the Industrial Relations Act (NSW). Where relevant, the parties will negotiate on rates payable to captive lorry owner-drivers.



## 11. EMPLOYEES' DUTIES

Every employee must at all times:

- perform his/her duties with due care and diligence;
- comply with the lawful instructions of management;
- not engage in inappropriate behaviour; and
- comply with policies, procedures and rules in operation from time to time

In respect of policies, procedures and rules, subject to the law these may deal with such matters as: safe work practices, personal grooming and appearance, clothing and footwear, attendance at training programs, behaviour and performance standards, consumption of alcohol, the searching of lockers, private bags and private vehicles, unauthorised absences, provision of full and accurate information and specific work practices. If at any stage an employee is in doubt about current requirements, he/she must seek clarification from his/her supervisor without delay.

In the case of locker searches, the individual employee and, where he/she wishes, the union delegate or other readily available nominated employee, must be in attendance at the time.

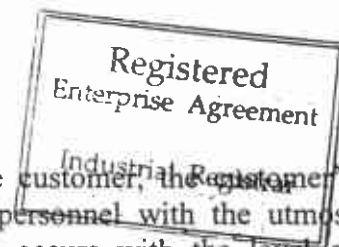
All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in clause 20 (Disputes). This includes, if the matter is not resolved at an earlier stage in the process, reference to the TWU State Secretary and, if still not resolved, reference to the Industrial Relations Commission.

All yard meetings during working time for Union business must be at an agreed time for a short duration without disruption to the operations of the contract.

## 12. OTHER MATTERS

(a) Linfox employees must at all times treat the customer, the customer's customers, members of the public, and Linfox personnel with the utmost respect and courtesy at all times. If a problem occurs with the level of customer service requested, the employee shall contact the supervisor but nonetheless complete the delivery or other task in accordance with instructions. Management is to endeavour to resolve any problems before the next delivery or task is required.

(b) Linfox wishes to maximise the utilisation of company vehicles and employ permanent full-time vehicle operators in preference to the use of casuals, part-timers, subcontractors, other carriers, or agency personnel. However, Linfox will determine at its sole discretion the precise local fleet mix and personnel levels, having regard to commercial and operational requirements, as well as the terms



of any genuine yard agreements. Any permanent reduction in employee levels shall be preceded by consultation with Union delegates.

(c) Subject to the requirements of any 'funds choice' legislation that may be enacted, Linfox shall make contributions with respect to all its employees to the TWU Superannuation Fund.

(d) All employees covered by this agreement who choose to be covered by a Sickness and Accident Income Protection Plan, eg as provided by Chifley Insurance Brokers (a division of Lowe Littman Bott Pty Ltd), shall make their own premium contributions specified by the Plan. While Linfox operates a pay deduction facility, this may be utilised by employees, on standard Linfox terms, in order to facilitate payment of premium contributions.

(e) New weekly employees shall be on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof. However, a longer period of up to six months' probation may apply by separate local agreement where the unusual or complex nature of the operations concerned so justifies. After twelve months' full-time satisfactory employment with Linfox, unless impracticable a casual shall be offered full-time weekly employment, and if such offer is accepted no probationary period shall apply.

(f) Agency casuals may, while engaged to perform work in respect of new contracts or operations, receive lesser rates than those set out in this agreement, for their initial three months.

(g) Nothing in this agreement overrides any separate agreement between the parties relating to limited tenure, fixed or maximum term, or specific purpose employment.

(h) One Union delegate per distinct workplace shall be released on up to two occasions per calendar year without loss of pay to attend Union meetings. On each occasion a maximum of 4 hours (including each-way travel time) shall be allowed for such attendance. Further Union meetings or additional delegate attendance may take place by separate agreement between the parties at the time.

(i) Linfox is happy to participate in any process of discussions with the Union, the State Government and/or Industrial Relations Commission regarding the Union's desire to establish a Transport Industry Insurance/Trust Fund Scheme for the protection of transport workers' accrued entitlements in the event of employer liquidation.





### 13. TRAINING

Linfox maintains a high commitment to training of its personnel. The company provides availability of full time trainers in each state and operates a subsidiary company, The Anglesea Complex, as a Registered Training Organisation to provide curriculum and program support.

The company offers a wide range of accredited programs from the Certificate in Transport and Distribution in both Road Transport and Warehousing. Linfox is currently participating in a program of Adult Traineeships for all staff, on a voluntary basis, to codify and enhance the qualifications held by existing staff. This program has over 600 participants registered for a comprehensive recognition and training program to Certificate III level.

Linfox Trainers have been recruited from the Transport and Distribution Industry and have all had many years of practical experience that provide them with an excellent base of industry knowledge and understanding of employee issues.

Linfox Training Services commences its relationship with employees generally at the interview stage where Driver or Workplace Assessments are carried out to determine an applicant's suitability for a particular task. On appointment, the induction of a new employee into the workplace is generally conducted by a Linfox Trainer. Regular programs of Driver Training, Manual Handling, Defensive Driving and Licence upgrades are conducted as the employee progresses in their employment with the company. The company also has a process of regular re induction of employees to ensure that changes in procedures are well known in the workplace and that new practices and developments are communicated directly to employees

Linfox has also trained on each of its sites at least one Workplace Assessor to ensure that there is always someone available to conduct assessments in the absence or unavailability of a Linfox Trainer. Workplace Assessors form an important link in the ability of the company to deliver comprehensive training services. The role of Workplace Assessor recognises the expertise of experienced staff. The Workplace Assessor Training Program is fully funded by the Company and is a three-day training program.

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The Anglesea Complex referred to above is an important distinguishing feature of the Linfox commitment to Training. As a Vicroads Accredited Heavy Vehicle Testing organisation, The Anglesea Complex has trialed a number of Vicroads and NRTC initiatives. The Transitional Fatigue Management Scheme is a good example of the type of program that has been introduced throughout the company by staff of The Anglesea Complex.

As well as the planned upgrade of skills for staff much of the work of trainers is in response to particular difficulties that staff may have dealing with new equipment, changed conditions or work practices. Linfox training aims to be both pro active and also supportive in reaction to the needs of staff in meeting

both safety and efficiency objectives for the benefit of the individual and the company.

Linfox reaffirms its policy of providing necessary training for all employees to meet operational requirements, as reflected in the foregoing. All Linfox required training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licences, certificates or 'passports', ie "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.

The company shall promote through its training programs professional excellence, health and safety, improved understanding of the award and general industrial rights and obligations, for the mutual benefit of Linfox and its employees.

#### **Induction**

All new employees must complete appropriate inductions prior to being allowed to work independently or to operate company supplied vehicles or equipment. The designated manager makes the necessary arrangements for the following to be completed: general induction, site specific briefing, vehicle/equipment instruction. The names of newly inducted employees will be made available to the Union's site delegate.

#### **Ongoing Training.**

Linfox will provide directly, through The Anglesea Complex, or with the assistance of other accredited training providers ongoing training for its employees, including in respect of: in-cab assessments, new vehicle and equipment instruction, on-road awareness, fatigue management, defensive driving, workplace health and safety, customer service, new technology, quality management (including HACCP and Trucksafe).

### **14. SAFETY**

It is the policy of Linfox to provide, maintain and endeavour to improve high standards of health and safety in all work activities. Linfox will continue its efforts to:

- provide safe working conditions for all employees;
- provide and maintain safe motor vehicles, plant and equipment;
- provide sufficient and on going training;
- take all practical steps to avoid accidents;
- regard all industrial accidents as preventable;
- develop the awareness and attitudes of management and employees to the need for maintaining sound work practices and to eliminate as far as reasonably possible, all accidents in the future.
- constantly review the work process and conditions;

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