

REGISTER OF , ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/36

TITLE: Transport Workers' Union and Finemores Transports' Heads of Agreement

I.R.C. NO: 98/5552

DATE APPROVED/COMMENCEMENT: Approved 19 November 1998 Commenced 1 October 1997

TERM: 24 Months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees at Finesmores Transport, 77-85 Roberts Road, Greenacre NSW under the Transport Industry (State) Award

PARTIES: Finemores Transport -&- Transport Workers' Union of Australia, New South Wales Branch



Heads of Agreement

(4 February 1998)



1. Title

This agreement shall be known as the Transport Workers' Union and Finemore Transports' Heads of Agreement.

2. Purpose

The purpose of this agreement is to:

- enhance the productivity and efficiency of Finemore's operation to maintain our competitiveness and long-term well-being.
- provide employees and contract carriers with access to more varied, fulfilling and better paid jobs in a safe work environment
- provide employees with a just measure of income protection. The ACTU Insurance Broking Accident Plan is under review and subject to agreement by both parties; and
- be formally registered as an agreement under the N.S.W. Industrial Relations Act except for the areas with a federally registered Enterprise Agreements, i.e., C.J. Deans, Finemores Vehicle Transport and Finemores Refrigeration where the appropriate variations will be made.

3. Employer Commitment

By entering this agreement the employer hereby makes a commitment to:

- a) The full-time employment of its employees and preference to utilise full-time employees to their full capacity before casual or part-time employees are engaged or labour hire firms utilised;
- b) Ensure that all labour hire companies engaged by the employer shall at all times pay the appropriate rates of remuneration and apply the conditions applicable under this industrial agreement at the time of engagement in relation to all their employees.
- c) Training of its employees in occupational health and safety and other professional training as provided by TETA or equivalent Finemore approved organisation, as agreed to between the parties.

And a commitment by the Employees

- e) By entering into this Agreement the employee makes a commitment to professionally carry out their work in accordance with this Agreement, the Award and ensuring the well being of the Company.



4. Employee Commitment to Quality

Finemores and the employees covered by this Agreement commit to the process of providing a continuous quality service to customers. The parties agree that it is an important part of the employee's job function to ensure that the Company presents itself well to customers and the general public at all times.

- (a) Both the interior and exterior of the vehicle allocated to the employee should be clean, neat and tidy. The employee accepts that it is his/her responsibility to perform the interior cleaning of their normally allocated vehicle on each trip.
- (b) This clause gives specific recognition to the customer service requirements and Finemores policy for the presentation of clean vehicles in all our operations.
- (c) All drivers and yardpersons are to wear the issued uniform during worktime, including weekends.
- (d) It is the responsibility of all drivers and yardpersons to ensure paperwork standards are met.
- (e) All damages to vehicles conveyed and/or equipment must be reported in writing on the appropriate form to the operations office no later than the day following the occurrence.
- (f) All drivers shall possess a current Drivers Licence relevant to the type of vehicle used to perform their duties for the Company. Licence checks will be conducted twice yearly.
- (g) All yardpersons shall possess an appropriate current Drivers Licence to allow for the driving of vehicles within the yard and so comply with the Occupational Health and Safety Act.
- (h) Observe and adhere to all Company policies detailed in the Drivers Handbook.
- (i) Observe and adhere to the speed limitations placed on the movement of vehicles within the yard.
- (j) All employees have a role in ensuring the safety and reliability of their allocated truck. Prior to commencing each trip all drivers are required to carry out a pre-trip check as follows:
 - Check fuel, oil and water levels.
 - Check tyres and wheel nuts.
 - Check lights and horns.
 - Check brakes.
 - Check windscreen washers and wipers.
 - Check all documentation and tools required for the job are available.
 - Check that the load is secure and all securing mechanisms are intact.



- (k) Commit to the process of gaining site accreditation for:
- (1) The Road Transport Forum "Team 2000", Self Accreditation Program.
 - (2) Australian Standard ISO 9002.

5. **Work covered by this Agreement**

This agreement applies to any work the performance of which would render an employee covered by the N.S.W. Transport Industry State Award eligible for membership and who are currently members of the TWU at all of the employer's operations throughout the State of New South Wales.

6. **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 employees, Finemores Transport Divisions and the T.W.U.
- b) It is a term of this agreement that the employer shall allow delegates, employees and representatives of management to attend a one day training course agreed to and approved by the Parties and run by the union in relation to the implementation of this agreement
- c) The agreed training course referred to in clause 6(b) shall be paid for by the employer and all other reasonable expenses incurred by attendees of the course, shall be borne by the employer. Any matters falling outside this Clause will be referred and agreed to by the Consultative Committee.
- d) The parties have also agreed, refer Clause 6(a) that the employees commit to further training in order to further develop a more efficient and effective workplace

7. **Conditions of Employment**

- a) 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 the relevant Contract Determination shall apply to all contract carriers.
- b) The wage rates in sub-clauses 8(a) does not include allowances.
- c) The wage rates specified in this clause are to apply for the purposes of calculating all employee entitlements including (but not limited to) overtime, any form of leave, redundancy and superannuation.



8. Rates

a) The employer agrees to increase the rates of pay of its employees by a minimum of:

- 2.5% as and from 1st October, 1997 or a time agreed to by the parties and a further 2.5% productivity payment on 1st April, 1998 based on achieving agreed Key Performance Indicators (KPIs) as listed in Clause 8(b) and Appendices.
- As a part of the above increase that Finemores, will participate in the Employee Protection Plan on the basis that the cost (1.6% max.) of the plan is absorbed as part of the 2.5% wage increase for ordinary time and overtime employees subject to there being no tax disadvantages to Finemores. In the latter case, if there is a disadvantage, Finemores agree to deduct the premium on behalf of the employee on their authorisation.
- In respect to those drivers engaged in long distance work, the Company will offer a maximum of 1.6% for the Employee Protection Plan and absorbed as part of the 2.5% increase on the base rate of pay and the 30% Disability Allowance only.

If, as the union confidently advise, that the \$10 living wage allowance is passed on to the prescribed rates to our drivers employed under the State Award, this increase will allow the Employee Protection Plan to be entered in as a percentage of the gross income for long distance drivers. subject to there being no tax disadvantages to Finemores. If there is a disadvantage to Finemores, Finemores agree to deduct the premium on behalf of the employee on their authorisation.

- A further 2.5% as and from 1st November, 1998 or a time agreed to by the parties and a further 2.5% productivity payment on 1st February, 1999 based on achieving the agreed Key Performance Indicators (KPIs) also as listed in Clause 8(b) and Appendices.

b) The Key Performance Indicators (KPIs) are :-

Accidents
 Fuel Consumption
 Quality Paperwork
 Transit Damage
 Maintenance of Equipment and Accessories
 Delivery in Full On Time (DIFOT)
 Communication Technology



The Key Performance Indicators (KPIs), the targets and the weighting for the specific enterprises are listed in the Appendices, as attached.

- c) As part of the KPI monitoring process a review of the performance will occur in March 1998 and January, 1999 with the aim to ensure that the performance targets are met.
- d) The review process as referred to in Clause 8 (c) provides the mechanism for the T.W.U. wage claim to be met.

9. Long Distance Drivers

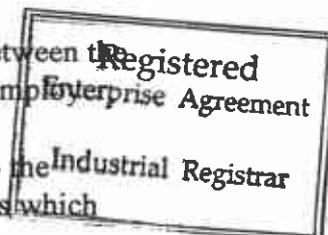
The wage increases described in Clause 7 are not applicable to the Long Distance Drivers "Cents per Kilometre" rate. If there are Award increases in respect to the Long Distance 'cents per kilometre' rate they will be paid under and inclusive of this Agreement. (Noting that if there is agreement between the parties on the Income Protection Scheme any Award movement will be absorbed in these payments).

If the employees engaged in the Long Distance work achieve or better the KPIs as set for the unique enterprise as at the 1st April, 1998 consideration will be given to a review of the 'cents per kilometre' rate.

10. Settlements of Disputes

It is agreed that there is a demand and adherence to a clear and concise disputes procedure. As you advised, you will prepare a draft procedure for our consideration. As part of that agreement there will be no withdrawal of labour at the enterprise until any dispute matters that had arisen were first heard in the Industrial Relations Commission of New South Wales.

- a) The parties have agreed that the following settlement of disputes procedure shall apply:
 - i) The matter should first be discussed at the workplace level between employees and relevant management. If an employee so requests the TWU delegate will be involved in such discussions;
 - ii) If the matter is not settled discussions shall occur between the appropriate TWU official and management.
 - iii) If the matter is still not settled it shall be discussed between the Branch Secretary (or nominee) of the TWU and the enterprise
 - iv) If the matter is still not settled it shall be submitted to the Industrial Registrar Industrial Relations Commission of New South Wales which shall conciliate the matter;
 - v) 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 reasonable period, conciliation or further conciliation will result in agreement.



Whilst the above procedure is being followed work shall continue normally, except in circumstances where employees have a genuine concern for their health and safety.

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.

11. Superannuation

The employer agrees to make contributions with respect to all its employees to the TWU Superannuation Fund of an amount no less than that required under the Superannuation Guarantee Levy and the Transport Industry Superannuation (State) Award, whichever is the greater.

12. No Extra Claims

- a) The TWU and its members will make no extra claims during the terms negotiated in accordance with this Agreement.
- b) State Wage Case decisions of the N.S.W. Industrial Relations Commission will be absorbed into wage increases paid in accordance with the Agreement, noting the exception detailed in Clause 9.
- c) Any other over-award payments may be absorbed into the Agreement on a individual site basis after consultation with the Parties to this Agreement.

13. Duration

The duration of this Agreement is to 1st October, 1999.

14. Definitions

In this Agreement, unless the context otherwise requires:

"Award" means the Transport Industry (State) Award, as varied from time to time:

"Employer" means Finemores Transport.

"Employee" means any employee whose work is covered by this Agreement.

"TWU" means the Transport Workers' Union of Australia, New South Wales Branch.



15. Execution

Signed for and on behalf of

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[Handwritten Signature]
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[Handwritten Signature]
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[Handwritten Signature]
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Witness

Date *[Handwritten]* FEB 1998

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

[Handwritten Signature]
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[Handwritten Signature]
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Date

[Handwritten Signature]
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Witness



Annexure to the Transport Worker's Union Heads of Agreement

Transport Industry Educational & Industrial Rights Training

The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the correct and proper use of all personal protective equipment and to the safety and good health of all employees and contract carriers as per this agreement.

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 accordingly agrees:

To comply with all current Codes of Practices, Regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet and comply with the companies obligations under the Occupational Health and Safety Act (1983).

To authorise all employees elected to OHS Committees to attend a committee training (as per section 25(2) NSW OHS Act, 1983) as soon as practicable 3 months of being elected to such a position.

To enroll and provide to employee carriers the opportunity and time to attend a four hour safety and industrial rights course conducted on site or other agreed place at an agreed time. Such training will be conducted within 3 months of signing this agreement. The training will be done by an agreed provider.

Employee selection for enrollment in training will be done in consultation with the company and the TWU.

