

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/234**

**TITLE: Linfox - TWU (PGH Bricks & Pavers/Monier Tiles) Enterprise Agreement 2000**

**I.R.C. NO: 00/3739**

**DATE APPROVED/COMMENCEMENT: 8 August 2000**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 21**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees operating from 7 Cecil Road, Cecil Park NSW; Townson Road, Schofields NSW; Old Wallgrove Road, Horsley Park NSW; Park & Metford Roads, Maitland NSW; Fairfield Street, Villawood, NSW; Cnr Powers & Dean Roads, Seven Hills NSW

**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**

**PGH BRICKS & PAVERS / MONIER TILES  
7 Cecil Road, Cecil Park NSW 2171  
Townson Road, Schofields NSW 2762  
Old Wallgrove Road, Horsley Park NSW 2164  
Park & Metford Roads, Maitland NSW 2320  
Fairfield Street, Villawood, NSW 2163  
Cnr Powers & Dean Roads, Seven Hills NSW 2147**



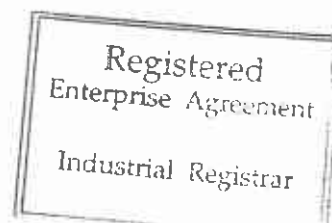
1. **TITLE**

This agreement shall be referred to as the Linfox – TWU (PGH Bricks & Pavers / Monier Tiles) Enterprise Agreement 2000.

The addresses of the workplaces/operations are: 7 Cecil Road, Cecil Park NSW 2171; Townson Road, Schofields NSW 2762; Old Wallgrove Road, Horsley Park NSW 2164; Park & Metford Roads, Maitland NSW 2320; Fairfield Street, Villawood, NSW 2163; Cnr Powers & Dean Roads, Seven Hills NSW 2147.

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.

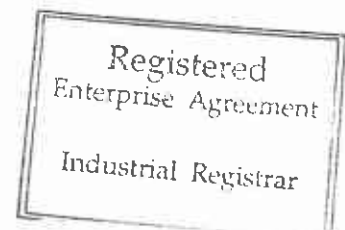
The initial period of operation shall be three years commencing on and from 29 June 2000.

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 order 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:

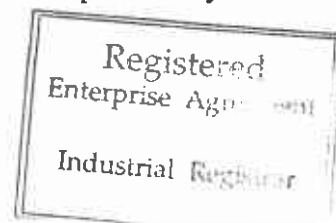
- (a) shall prevail to the extent of any inconsistency with the award; but
- (b) shall not reduce or limit any right, benefit, remedy, discretion, authority or power available to Linfox under the award.

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 agreement 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.

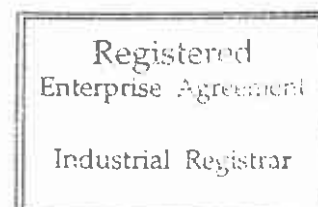
(e) New weekly employees shall be on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof. However, a longer period of up to six months' probation may apply by separate local agreement where the unusual or complex nature of the 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.

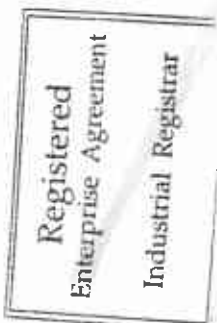
Linfox Trainers have been recruited from the Transport and Distribution Industry and have all had many years of practical experience that provide them with an excellent base of industry knowledge and understanding of employee issues.

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.

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.

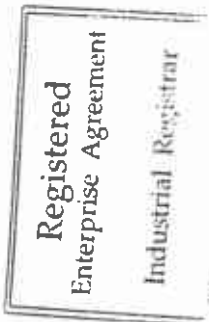
#### **Ongoing Training.**

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;



- provide immediate access to qualified medical and rehabilitation assistance as may be required in the event of injury;
- enforce safety rules without exception or favour;
- require all employees, visitors, contractors and third parties to follow safe operating practices and procedures that will safeguard themselves, the public and other employees at all times.

The joint co-operation of employees, supervisors and managers in observing this policy at all times will assist in providing safe working conditions for all parties.

#### **Managers and Supervisors**

Managers and supervisors are responsible for directly and continuously supervising compliance with all Linfox safety policies and procedures for all employees, contractors and visitors under their direct control.

#### **Occupational Health and Safety Representatives.**

Occupational Health and Safety Representatives are the elected representatives of their respective designated work groups and are responsible for taking appropriate action on all safety or health matters raised by any member of their work group or as a result of their own observation or assessment.

Occupational Health and Safety Representatives will receive positive and continuous support from all level of Linfox management, with appropriate time, training ad resources devoted by Linfox to allow the Representatives to fulfil their necessary functions. Occupational Health and Safety Representatives will be involved in all areas of consultation in matters affecting their respective work areas.

#### **Occupational Health and Safety Committee**

The Committee will be responsible for reporting to management specific occupational health and safety issues and recommendations for change/improvement to Linfox policies, procedures or work environments.

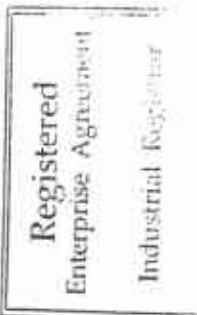
Occupational Health and Safety Committees will be comprised of Occupational Health and Safety Representatives, management representatives and other specified personnel.

#### **Employees**

All Linfox employees are required to comply with both Linfox and site safety rules and regulations are all times and to report any safety issues as they arise.

### **15. RATES OF PAY**

(a) Effective from the beginning of the pay period to commence on Thursday 29 June 2000, the weekly wage rates, as set out in the table below, and following their adjustment in accordance with the CPI movement (as defined) over the eighteen (18) months period ending 31 March 2000, shall become payable for all award purposes.



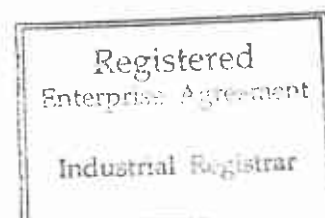
(b) Subject to termination or variation of this agreement pursuant to clauses 6 and 7, effective from the beginning of the pay period to commence on the final Thursday of each Linfox financial year (ie 28 June 2001, 27 June 2002 etc), the base weekly rates of pay shall be further adjusted in accordance with the CPI movement (as defined) over the twelve months period ending the previous 31 March.

(c) The 'CPI movement' means the Australian Bureau of Statistics (ABS) published percentage change in the weighted average of eight capital cities all groups consumer price index for the relevant period, discounted by any ABS identified impact of the Goods and Services Tax, and with any consequential increase to weekly wage rates being limited to the dollar-value(s) of the most recent generally available Award Safety Net Adjustment, as may have been granted by the Commission in the same calendar year to the date from which the wage adjustment under this agreement is to take effect.

(d) The initial adjustment referred to in sub-clause (a) hereof shall apply on the following weekly wage rates.

**Transport Industry (State) Award**

<b>Award Classification</b>	<b>Weekly Wage</b>
Grade One	494.60
Grade Two	511.90
Grade Three	523.90
Grade Four	534.20
Grade Five	561.10
Grade Six	567.90
Grade Seven	588.50
Grade Eight	630.20



(e) If despite the above-referred CPI-linked adjustments wage rate increases are required in order to reach the levels set out in Appendix A, wage rates will be increased to the levels set out in Appendix A and shall apply as on and from the dates set out therein. However, such increases must be accompanied by sufficient new agreed initiatives implemented since commencement of this agreement so that they cover any short-fall in cost recovery that might otherwise exist. The Company must not make any unreasonable demands for the purpose of cost recovery. The Union or employees must not unreasonably withhold consent to any Company-proposed new initiatives. A joint management-employee workplace consultative committee shall be established and meet regularly to ensure this process is successful.

(f) The above-referred rates of pay and adjustments shall be in lieu of all award and non-award wage rates and increases that would otherwise apply, including any increases that might arise as a result of the Union's application in IRC 6475 of 1998 for a new Transport Industry (State) Award.

#### **Mutual Protection**

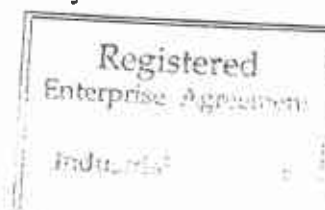
(g) Nothing in this agreement precludes discussion and possible further agreement at any stage between the parties, in respect of wage rates and adjustments thereto, in the following circumstances: (i) Where the GST impact on inflation is very significantly higher than was expected in December 1999, the Union may raise the matter; or (ii) Where the contract or operation experiences commercial or profitability difficulties, the Company may raise the matter.

### **16. PAY OPTIONS**

(a) All wages due shall be paid weekly directly into an employee's nominated bank account.

(b) Subject to the parties reaching agreement at the time pursuant to clause 18 (Local Matters), a unit rate payment scheme (eg. cents per kilometre, trip rates, pallet rates or combination of various elements) may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall be deemed to have been incorporated into this agreement and thereby override any otherwise inconsistent payment provision.

(c) Linfox may at its sole discretion implement or discontinue any productivity or performance based payment arrangements applicable at a local level. Implementation is subject to the application of such arrangements not involving any breach of this agreement, with any payments being over and above prescribed rates of pay, and being available to all employees. Implementation or discontinuation must be preceded by consultation with employees.



**(d) Common Hourly Rates**

Subject to the parties reaching agreement at the time pursuant to clause 18 (Local Matters), a Common Hourly Rate payment scheme may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall be deemed to have been incorporated into this agreement and thereby override any otherwise inconsistent payment provision.

Each CHR figure shall be in lieu of all disability allowances or loadings for irregular start times, different shifts and overtime.

The base rates prescribed in clause 15 (Rates of Pay), as adjusted shall as a consequence result in adjustments to the CHR figures as may be set out in an agreed matrix, in accordance with the originally utilised calculation methodologies and relativities.

**17. ORDINARY TIME RATE OF PAY**

In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, "ordinary time" pay shall be, subject to applicable legislation, calculated only on the basis of the employee's classification rate of pay under this agreement, plus any applicable shift loading and weekly allowances in the Award, and exclude all extraneous allowances, loadings, bonuses, incentive payments and the like.

**18. FURTHER AGREEMENTS AND LOCAL MATTERS**

(a) After commencement of this agreement, the parties are at liberty to reach separate agreement with employees collectively and/or individually about matters of concern at workplace level. Any agreements reached must be recorded in writing. The parties shall ensure that such agreements do not contravene the no net detriment test. The parties agree that the items listed in Appendix B are available as local discussion points, but additional or replacement items may be raised by either party.

(b) In the event that it is proposed that a local workplace agreement depart from or effectively vary a term of this agreement, the Union must be invited to participate in the discussions and become a party to any formal agreement reached. Any such formal agreement has no effect unless executed by the Linfox Divisional General Manager concerned and Union's State Secretary, and if so executed shall be deemed to be an enforceable part of this agreement without the need for a formal variation order by the Commission. However, the parties shall submit a copy of each local workplace agreement to the Commission for its file.

Registered  
Enterprise Agreement  
Industrial Registrar

(c) Subject to there being no inconsistency with the other terms of this agreement, the following matters are agreed at a local level between the parties.

#### **Productivity and Flexibility**

- staggered starting times;
- no overtime penalty for early starts within spread of hours;
- no restriction on new technology;
- temporary redeployment where there is a temporary shortage of work;
- greater use of casual, part-time, fixed term, specific purpose and agency employees (subject to any Award limitation);
- staggered meal and crib-breaks as work permits;
- performance of extraneous duties within employees' competence;
- no restrictive work practices; and
- redundancy and retrenchment is an absolute last resort where an employee cannot be reasonably allocated work at another contract or site.

#### **Rostered Days Off**

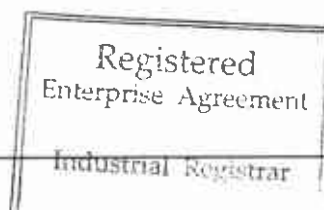
Standard operating procedure is that employees who are requested will take their accumulated RDO's during the winter months, periods of extended wet weather or low volume periods. However, employees will be permitted to take RDO's at other times in isolated and extenuating circumstances accepted by Linfox.

In addition and where requested by Linfox, employees will take half-day RDO's subject to a limit of four half-day occasions per employee per calendar year. Employees who have commenced work on such a day will receive payment as for 4 hours work, and will be debited the half-day against their RDO credits.

Unless impracticable, employees will be given notice of the need to take an RDO on the day before the RDO is to be taken, with such RDO's allocated in accordance with a rolling roster system.

Employees will be permitted to take RDO's on nominated days providing a minimum of 14 days notice has been made and that this time off does not conflict with other employees leave already scheduled.

Employees who have RDO accruals in excess of five days equivalent hours will be able to make application to have RDO accrued time in excess of five days equivalent time paid in cash to the maximum of five days equivalent hours. This payment would be available annually to qualifying employees.



## **Operator Skills Upkeep**

All employees will undertake training and licensing where directed in order to maintain forklift and crane equipment operation as a minimum job requirement.

All employees will be required to undertake regular training and briefing sessions relevant to equipment operating requirements and safety.

## **Work Allocation**

Wherever possible, when drivers are required to transfer from fork truck operations to crane truck operations, the most recently appointed drivers who have crane truck licenses, shall be first rostered to do so.

## **Fatigue Management**

All employees will be required to participate in approved fatigue management courses as requested and acknowledge their responsibilities regarding maximum driving hours and company policy relating to such and will abide by their legislative obligations. Where a driver believes that he will be unable to comply with such obligations, he shall immediately advise management. Failure to do so without just cause will result in disciplinary action.

## **Spread of Hours**

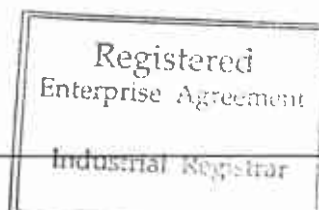
The spread of hours within which ordinary hours may be worked shall be 5.00am to 6.00pm.

## **Notification of Start Time**

Employees may be notified by site management prior to the conclusion of a shift of any variation due to operational requirements to the starting time of his/her next shift without the payment of any penalty. Any variation to starting times shall apply only to the particular shift on the nominated day. In the event that an employee is unable to commence his/her shift at the new start time, he/she promptly bring that concern to the attention of site management, which shall give proper consideration to that concern.

## **Meal Breaks**

Meal breaks and crib breaks will be taken at any time during normal shift hours in consideration of the needs of the operation provided that the meal and the crib breaks shall be taken in accordance with the relevant Road Traffic Act. In accordance with the requirements of the award, drivers shall take their meal or other prescribed breaks at the time of vehicles are being loaded, unloaded or preloaded, provided that the driver is not required to be in attendance at the time that the truck is being loaded, unloaded or preloaded.





Payments for meal breaks not taken (ie. 30 minutes) will only be paid where approved by management.

Approval for any additional payment shall be at the discretion of management and apply on the merits of each individual case. Drivers are directed, and have the responsibility, to observe the requirements for breaks as set out under this clause and within the requirements of the award.

### **Management or Other Personnel – Operation of Vehicles**

Where operational necessity requires, Linfox employees and agency casuals who are qualified to operate Linfox vehicles may do so to facilitate the loading, unloading or preloading of the vehicles. To avoid confusion, this clause is not intended to include the normal on-road operation of Linfox vehicles for the purpose of delivering PGH products.

### **Fleet Utilisation**

From time to time specialist contractor fleet (crane trucks) will be required to remain at the PGH contract, even during periods where management has allocated excess Linfox fleet vehicles to other contracts in response to operational requirements. Such allocation of Linfox vehicles is subject to the fleet concerned being properly equipped for the tasks concerned at the other contracts. Employees shall not impede Linfox's ability to manage and allocate its resources.

### **Higher Duties**

No higher duties payments on day unless higher function performed for two hours or more in total.

### **Late Starts**

Late start through fault of employee to attract ordinary time rates for balance of normal duration of ordinary time period, providing work is available or continues, ie no wages recovery through undue overtime earnings.

### **Expense Items**

Costs of licence fees and laundering of uniforms to be borne by employee.

19.

## **COUNSELLING AND DISCIPLINE**

Where a breach of employee duties (including under clause 11) is indicated, the matter will be the subject of appropriate investigation by management, and possibly followed by counselling of the employee(s) concerned. Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the

case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.

Serious misconduct includes but is not limited to:

Dishonesty or Theft	Fighting
Falsification of Worksheets	Physical or Verbal Abuse
Misuse or Abuse of Equipment	Sexual Harassment
Intoxication	Actions Endangering Health or Safety
Illicit Drug Use	Commission of a Crime

Where suspension of duties is necessary while an investigation regarding the facts is taking place, this shall be: (i) by disengagement or without pay in the case of a casual employee; and (ii) on ordinary time payment only for other employees, but to the limit of the value of the employee's accrued leave and RDO credits.

In the latter case, where the employee: (a) is exonerated, earnings for the suspension period shall be made up and such make-up for each of the employee's normal working days is to be calculated at his/her average daily earnings rate over the thirteen weeks prior to suspension; or (b) is terminated in his/her employment, then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination, and the individual concerned shall be deemed to have taken his/her leave for the relevant period.

In the rare case of employment being terminated by Linfox, the former employee may make an 'unfair dismissal' claim in accordance with the Industrial Relations Act, and seek to be represented by the Union.

Nothing in this agreement shall affect the right of Linfox to immediately terminate an individual's employment for serious misconduct.

## 20. DISPUTES

Subject to the Act, any dispute shall be dealt with in the following manner:

- (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
- (c) Should the dispute still remain unresolved the Secretary of the Union or a representative shall confer with senior management.

Registered  
Enterprise Agreement

Industrial Registrar

(d) In the event of no agreement being reached at this stage, the dispute shall be referred to the Industrial Relations Commission for resolution.

All work shall continue normally while these negotiations are taking place.

Nothing in this agreement in any way limits or detracts from Linfox's rights at law, whether under common law or statute.

**21. FULL AND FINAL SETTLEMENT**

This agreement is in full and final settlement of all Union or employee claims relating to employee rights and entitlements. Accordingly, the Union or employees shall not pursue any extra claims, nor take any industrial or protest action (whether 'protected' or otherwise) concerning any matter explicitly or implicitly dealt with in this agreement.

In any event:

(a) Any work that commences or resumes on a day or shift following a stoppage of work not authorised by management, shall attract ordinary time rates of pay until the full duration of the normal ordinary time period has actually been worked, so that employees shall not be over compensated for work that would have been done in ordinary time but for the stoppage.

(b) The Union or employees under this agreement shall not encourage or incite employees (or other persons) not covered by this agreement to take industrial or protest action (whether 'protected' or otherwise) of any kind.

**22. NO PRECEDENT' VALUE**

This agreement has no precedent value and shall not be relied upon by either party in negotiations for enterprise agreements to apply to other parts of the Linfox business.



SIGNED IN AGREEMENT FOR AND ON BEHALF OF THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

*[Handwritten Signature]*

(SECRETARY)

DATED: 27-7-2000

*[Handwritten Signature]*

WITNESS

NAME: B. PENION

SIGNED IN AGREEMENT FOR AND ON BEHALF OF LINFOX TRANSPORT (AUST) PTY. LTD.

*[Handwritten Signature]*

(GENERAL MANAGER - BUILDING & CONSTRUCTION)

DATED: 25. 7. 2000.

*[Handwritten Signature]*

WITNESS

NAME: T. OLTHOFF



## APPENDIX A

In accordance with subclause 15(e) of this agreement, weekly wage rates shall be no less than those set out below as on and from the dates indicated.

### Transport Industry (State) Award

<b>Classification</b>	<b>29 June 2000</b>	<b>28 June 2001</b>	<b>27 June 2002</b>
Grade One	509.40	524.70	546.50
Grade Two	527.30	543.10	565.60
Grade Three	539.60	555.80	578.90
Grade Four	550.20	566.70	590.30
Grade Five	577.90	595.20	620.00
Grade Six	584.90	602.40	627.50
Grade Seven	606.20	624.40	650.30
Grade Eight	649.10	668.60	696.40

