

ENTERPRISE AGREEMENT

NO. EA 98/215
.....

DATE REGISTERED 15-7-98
.....

PRICE \$ 14
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/215

**TITLE: Westgate Transport Industries Enterprise Agreement
(NSW - David's Site) 1998**

Registered
Enterprise Agreement
Industrial Registrar

I.R.C. NO: 98/3530

DATE APPROVED/COMMENCEMENT: Approved 15 July 1998 and commenced 2 January 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all transport related employees employed at 37 Bessemer Street, Blacktown 2148 (NSW - David's site).

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

**WESTGATE TRANSPORT INDUSTRIES
ENTERPRISE AGREEMENT (NEW SOUTH WALES- DAVID'S SITE)
1998**

Clause 1 Title

This agreement shall be known as the **Westgate Transport Industries Enterprise Agreement (NSW-David's Site) 1998**. It will supersede all previous agreements.

Clause 2 Table of Contents

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Clause 3 Length of Agreement

This Agreement shall commence 2 January, 1998 and expire on 31 December, 1999.

Clause 4 Application

This agreement shall apply to all transport related employees, employed at 37 Bessemer Street, Blacktown 2148 (NSW – David's Site).

Clause 5 Wages

A- Wage Increases

This agreement will provide increases of 5% plus 5% payable as follows: 2.5% on 2 January 1998 and 1 July 1998. In addition, a further 5% will be payable from 2 January 1999.

The increases are detailed in the following table :

<u>Grades</u>	<u>Westgate Rate</u> <u>31/12/97</u>	<u>2.5% increase</u> <u>2/1/98</u>	<u>2.5% increase</u> <u>1/7/98</u>	<u>5% increase</u> <u>2/1/99</u>
1	446.70	457.86	469.03	492.48
2	462.30	473.85	485.41	509.68
3	473.10	484.92	496.75	521.58
4	482.50	494.56	506.62	531.95
5	506.80	519.47	532.14	558.74
6	512.90	525.72	538.54	565.46
7	531.40	544.68	557.97	585.86
8	569.10	583.32	597.55	627.42



B. Income Protection

It is agreed that income protection insurance will be introduced as part of this agreement. The scheme to be introduced is that sponsored by the ACTU. The premiums for the payment of income protection will be funded from the increase of 2.5% available from 2 January 1998. Although Westgate will remit the premium to the insurer, the actual cost will be met by each individual.

Clause 6 Collective Negotiation

It is agreed that all negotiations at either company or site level shall be conducted with the TWU in a collective manner. The company shall encourage its employees to become and remain members of the TWU.

Clause 7 Relationship to Transport Industry State Award

The basic terms and conditions of employment as detailed in the NSW Transport Industry State Award 1996 shall continue to apply unless amended by this agreement. Should there be any inconsistency this agreement shall prevail.

Clause 8 Training

Westgate is committed to enhancing both the personal and work-related skills of its employees. Where training is requested by the company and will provide a direct and measurable benefit to the company then it will occur in paid time.

Some training may not occur in paid time.

Any paid Saturday training will be at ordinary time rates.



Clause 9 Attendance Payments

Both Westgate and its employees restate the belief that sick leave is an entitlement not to be abused.

An annual bonus of \$500 shall be paid as a bonus to every employee who has not used any sick leave during the calendar year ending on 31 October. A bonus of \$250 shall be paid to any employee who has not used more than three (3) days of sick leave. This bonus shall be paid in the first week of December each year.

Sick days taken on a Monday or Friday require a doctors certificate.

Sick leave will not be paid out on termination.

Clause 10 Employment

A-Company Employment

It is understood and agreed that employees may be transferred within and between sites with notice of such transfer to be given to an employee as soon as reasonably practicable but no later than 6.00pm the evening prior to the transfer taking effect.

The sites in question are the NSW – Davids site covered by this agreement, and any associated company in the group located at 2A Birmingham Street, Villawood NSW 2163 known as the NSW – Villawood site. Transfers between sites pursuant to this clause shall carry with it a transfer of entitlements to annual leave, long service leave, sick leave and accumulated rostered days off (RDO's).

B-Probationary Employment

Any new employee shall be employed on a probationary basis for 3 months. Upon satisfactory completion of the probationary period the employee concerned will become permanent.

Clause 11 Redundancy

Westgate's redundancy policy is detailed and attached to this agreement. Should it become necessary to reduce staff, Westgate will attempt to find alternative employment for any affected employees. If that is unsuccessful, then retrenchment shall occur on a 'last on first off' (LOFO) basis. Under no circumstances can an employee receive a retrenchment payment and a job either with Westgate or another carrier where continuity of employment is maintained.

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Clause 12 Productivity Improvements

It is agreed that the following productivity and efficiency improvements shall be implemented from the date of introduction of this agreement. These improvements are:

- trip rates on the Newcastle, Hunter Valley and Nowra runs
- the introduction of a work roster allowing the inclusion of Saturday work as part of ordinary time

Clause 13 Settlement of Disputes

Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:-

1. The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
2. In the event of failure to resolve dispute at job level, the matter shall be the subject of discussion between an organiser of the Union and the workplace manager.
3. Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
4. In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

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

Clause 14 Superannuation

It is agreed that the TWU Superannuation Fund is the appropriate fund for all superannuation contributions to be made on behalf of eligible employees.

Clause 15 Rostered Days Off

Where requested by an employee up to 5 accrued rostered days off (RDOs) may be paid out in conjunction with annual leave, at Christmas time or in a case of financial hardship.

Clause 16 No Extra Claims

It is agreed that no extra claims will be made by either party for the term of this agreement.

COMPANY DRIVERS TRIP RATES

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follows:

Trip rates on Newcastle, Hunter Valley Nowra and ACT runs. Trip rates are as follows:

Destination	Westgate Rate 31-12-97	2.5% Increase 2-1-98	2.5% Increase 1-7-98	5% Increase 2-1-99
Nowra	Trip \$112.60	\$115.40	\$118.23	\$124.14
Newcastle	Trip \$112.60	\$115.40	\$118.23	\$124.14
Shoal Bay / Stockton	Trip \$112.60	\$115.40	\$118.23	\$124.14
Branxton / Rutherford	Trip \$112.60	\$115.40	\$118.23	\$124.14
Cessnock	Trip \$112.60	\$115.40	\$118.23	\$124.14
Maitland / Paterson / Lorn	Trip \$112.60	\$115.40	\$118.23	\$124.14
Werris Creek	Trip \$194.00	\$198.85	\$203.70	\$213.88
Quirindi	Trip \$185.00	\$189.63	\$194.25	\$203.96
Murrundi	Trip \$169.00	\$173.23	\$177.45	\$186.32
Denman	When a Denman drop is completed with loads to Werris Creek, Quirindi or Murrundi, the following additional rates, per drop, applies:			
Per Drop	\$7.00 per drop	\$7.17	\$7.35	\$7.71
Sussex Inlet Run	Trip \$121.61	\$124.65	\$127.69	\$134.07
Local	Additional local work after doing any of the above trips will be at time and a half.			
Local	Additional local work after doing Shoal Bay / Sussex will be at double time.			
ACT Grade 7	Trip \$158.00	\$161.95	\$165.90	\$174.19
Grade 8	Trip \$170.00	\$174.25	\$178.50	\$187.42
	Trip rates do not apply on Saturdays, Sundays and Public Holdiays.			
Tea Money	Payment of tea money after 10 hours worked \$6.60			
Delays	Any delays over an hour will be at time and a half (Management to be notified of any delays)			
	Trips will be allocated to drivers on the basis of a rotating roster. Operating procedures will be detailed in the Yard Operating Procedures Manual			

WESTGATE TRANSPORT INDUSTRIES REDUNDANCY POLICY

Registered
Enterprise Agreement
Industrial Registrar

Preamble

Westgate is committed to providing continuing employment for all of its staff. However, there may occur circumstances where this is not possible. Should Westgate lose a contract or otherwise need to reduce staff, its first course of action will be to attempt to locate continued employment for those affected employees, either within Westgate or at another transport company where continuity of employment is maintained.

If appropriate employment cannot be found then, and only then, will the Redundancy Payment apply.

Redundancy Payment

In any bona fide redundancy situation, the following formula shall apply:-

One (1) weeks notice or payment in lieu thereof.

Four (4) weeks severance pay for each completed year of service up to a maximum of 52 weeks payment. A minimum payment of four weeks shall apply.

Payment shall only be made at appropriate ordinary time rates. No penalties nor allowances will be included.

Other matters

Should any redundancies occur then selection for a redundancy will be on the basis of 'last on first off' (LOFO). This shall apply in all circumstances.

As a matter of course, any other entitlements e.g. accrued annual leave, long service leave and accrued RDOs will be paid out in addition to any redundancy payment.

A statement of service and separation of employment certificate shall be provided.

Any redundancy or associated payments shall be treated in accordance with the existing tax laws.

Clause 17 Execution

This Agreement is made at Sydney on this _____ day of _____ 1998.

Signed for and on behalf of
WESTGATE DISTRIBUTION (NSW) PTY LTD




Witness

PETER CHARLES VEEVENS
Name (Please Print)

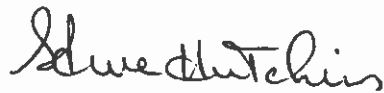

Representative

MICHAEL BYRNE
C.L. of Executive Officer
Name (Please Print)

Signed for and on behalf of
NSW TRANSPORT WORKERS' UNION


Witness

Mouque Driver
Name (Please Print)


Steve Hutchins
State Secretary