

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/181

TITLE: MCPHEE TRANSPORT - TWU NSW Heads of Agreement 1999

I.R.C. NO: 99/6974

DATE APPROVED/COMMENCEMENT: 7 June 2000

TERM: 30 June 2002

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 4 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 7

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** It applies to all Transport employees in NSW engaged pursuant to the Transport Industry (State) Award

PARTIES: J McPhee & Son (Australia) Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



1. Title

This agreement shall be known as the "MCPHEE TRANSPORT EMPLOYEES ENTERPRISE AGREEMENT"-

2. Parties

The parties to this agreement shall be;

- (i) J McPhee & Son (Australia) Pty Limited trading as McPhee Transport:
- (ii) The Transport Workers Union of Australia, New South Wales Branch

3. Definitions

In this agreement, unless the context otherwise requires;

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

"Company" means J McPhee & Son (Australia) Pty Limited in relation to its operations carried on in NSW

"Enterprise Agreement" means site based agreements agreed between the TWU and the Company.

"Enterprise Award" shall mean site based awards agreed between the TWU and the Company.

"Employee" means a person employed by the Company under the terms of the Award or Enterprise Award, to whom this agreement applies.

"TWU" means the Transport Workers Union of Australia – New South Wales Branch



4. Objectives

The objectives of this agreement are to:

- (i) enhance the productivity and efficiency of the Company's operations;
- (ii) train Employees in their rights and obligations, occupational health and safety and Vocational skills;
- (iii) promote job security for Employees by working together to achieve a successful and competitive business that seeks to provide opportunities to access more varied, fulfilling and better paid jobs; and
- (iv) provide Employees with access to a just measure of fair wages and protection of their entitlements.

5. Commitments

By entering into this agreement the parties make the following commitments;

- (i) the full-time engagement of Employees, where possible and operationally feasible;
- (ii) positively support the making of an Enterprise Award or Enterprise Agreement under the Industrial Relations Act 1996 (NSW) applying to employees who perform work for and on behalf of the Company;
- (iii) enter into Enterprise Agreements and/or Enterprise Awards that will be registered in the Industrial Relations Commission of New South Wales, with respect to the terms of this Heads of Agreement and other site based Awards and Agreements;
- (iv) the training of employees in occupational health and safety and other relevant training relevant to the nature of the operations carried on by the Company;
- (v) the creation of a positive and harmonious working environment; and
- (vi) assist the Company creating a profitable business which supports the provision of job security.

6. Duress.

- (i) The parties to this agreement acknowledge that they have not entered into this agreement under duress.



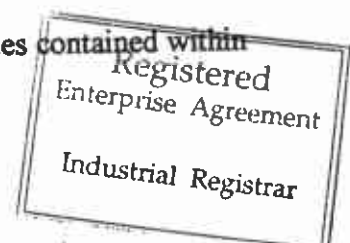
7. Training

- (i) The Company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the Award and other services for the benefit of the Employees bound by this agreement.
- (ii) The Company and the TWU recognise that the introduction and implementation of relevant training is necessary to promote employee skills, productivity, efficiency, and compliance with legal obligations.
- (iii) To this extent, the Company in consultation with the TWU and the workforce at the local level will introduce relevant training identified and necessary at a site-by-site level. Such training may include, but not necessarily limited to:
 - Induction
 - Occupational health and safety
 - Industrial rights and obligations (TWU to be involved in the delivery of this training)
 - Legal compliance.
- (iv.) The cost of training in accordance with sub-clause (i) of this clause which is implemented by the Company shall be paid for by the Company.
- (v.) The Company is prepared to release elected Delegates for a combined total of 24 training days in each full year of the life of this Heads of Agreement. The TWU agrees to consult with the Company and reach agreement on the dates on which such training will be held and the details of the training. In regional NSW depots the delegate will be released for local country based training on the same basis as applies to Sydney based delegates.

In the first three months in their role as Delegate, the eligibility for training will only be the 2 day Delegate program and 1 day follow up. These days will be in addition to the above mentioned training days.
- (vi) In relation to clause 7(v) above the parties recognise the benefit in having delegates at each site attend a recognised training course in the areas of workplace communication and enterprise bargaining.

8. Labor Hire Companies

- (i) The Company will continue to utilise a flexible approach to its workforce including some labour being provided through labour hire companies.
- (ii) Where it is decided by the Company to use labour hire companies other than those currently being used as preferred suppliers then there will be consultation with the TWU.
- (iii) The Company will insist on labour hire companies paying the rates contained within this Agreement.



- (iv) Where the Company uses labour hire companies to supplement its workforce such people will count in relation to the casual ratio as stated in the Transport Industry (State) Award, except for those labour hire company employees who are replacing existing Company employees who are absent
- (v) Where the TWU identifies that there are any issues of a legal compliance matter which have not been adequately addressed by companies which provide external linehaul or PUD contractors to the Company, then the Company undertakes to work cooperatively with the TWU in addressing those matters with the Company who provides the contractors recognizing that the Transport Industry (State) Award or relevant TWU agreement provides an appropriate safety net for such arrangements

9. Measures to Increase Efficiency

- (i) The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the Company, the TWU and Employees.

10. Conditions of Employment

- (i) In relation to any matter in respect of which this agreement does not make any provision, the terms of the Award, Enterprise Award and or previous agreements shall apply.
- (ii) All pre-existing Enterprise Agreements/Enterprise Awards between the Company and the TWU will continue in force as part of this Agreement.
- (iii) Where there is an inconsistency between a pre-existing Enterprise Agreement/Enterprise Award and this agreement then this agreement will apply.

11. Rates of Remuneration

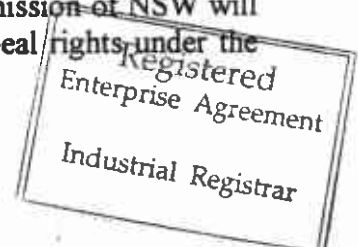
- (i) The Company agrees to increase the base rates of pay of its employee wages on the rates payable in the Enterprise Agreement/Enterprise Award currently applicable at each individual site covered by this Agreement to the rates provided in Attachment 1.
- (ii) Any state wage case or other award variations will be absorbed by the increases in wages provided by this Agreement.
- (iii) The Company agrees to cooperate with the TWU and employees to facilitate deductions to various bodies from employee wages where the individual employee provides deduction authority to the Company providing authority to fully deduct any amount required to meet the obligations of the individual to the body in favour of whom the deduction authority is provided.
- (iv) The TWU agrees on behalf of itself, its officers and members, that it will not make or pursue any extra claims before 30 June 2002.



- (v) Should payments in the nature of Income Protection/Insurance become payable at any time by the Company through any Award, legislation, superannuation payment or industry standard, then such payment would be made by deducting the required amount from the individual employees earnings and not via a Company contribution. However, should the Award, legislation, superannuation of Industry Standard contribution exceed 1.48% of the individual employees total income then the Company would be responsible for the top-up payment over 1.48% in accordance with the Award, legislation, superannuation or Industry Standard.

12. Settlement of Disputes

- (i) The parties have agreed that the following settlement of disputes procedure shall apply:
- (a) the matter should first be discussed at the workplace level between the Employee and relevant management;
 - (b) if the matter is not settled, discussions shall occur between the appropriate TWU Official and management;
 - (c) if the matter is still not settled, it shall be discussed between the Branch Secretary (or nominee) of the TWU and the Company. At each discussion, other Company and TWU representatives may be in attendance as required.
 - (d) if the matter is still not settled, it shall be submitted to the Industrial Relations Commission of NSW which shall conciliate the matter.
 - (e) the Industrial Relations Commission of NSW may make a determination, which is binding on the parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement.
- (ii) The above steps do not preclude reference of a dispute to the Industrial Relations Commission of NSW at any stage of this procedure if a party believes it necessary. In these circumstances, the Commission will retain its discretion to refer the parties back to a continuation of this procedure where the Commission considers that course appropriate.
- (iii) While the parties attempt to resolve the matter work will continue as directed by the employer, subject to an Employee's rights regarding health and safety issues according to the Industrial Relations Act and the Occupational Health and Safety Act (NSW).
- (iv) The ultimate terms of settlement of the dispute will not be affected in any way nor will the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.
- (v) The procedures and obligations contained herein will be equally binding on the parties to this agreement. The decisions of the Industrial Relations Commission of NSW will be accepted and adhered to by all the parties subject to their appeal.



Act. Where yard meetings are held, Company representatives will be given the opportunity to address the yard and propose solutions to any matter in dispute.

- (vi) The TWU commits that it will not undertake industrial action while this dispute resolution process is being followed.

13. Superannuation

The Company agrees to make contributions with respect to all its Employees to the TWU Superannuation Fund. The Company will continue to make contributions to that fund subject to any rights an individual may have under legislation.

14. Operation of Agreement

- (i) This agreement comes into effect in ^{22⁰} December 1999 and shall remain in force until 30 June 2002. Provided that any Enterprise Agreement or Enterprise Award currently in place between the Company and the TWU shall remain in force until its nominal expiry date.
- (ii) The TWU on behalf of itself, officers and members agrees that where any future Agreement provides for wage increases in addition to those contained in this Heads of Agreement, then any such wage increase will not become due or payable before 1 January 2003.

15. Transport Industry Training Education & Industrial Rights Council

The TWU and TNT Australia agree to examine TNT's contribution to the funding of a Transport Industry Training and Industrial Rights Council. Any funding to be provided by TNT Australia will be subject to agreement between the State Secretary and the Director of Human Resources of TNT Australia.

16. Site Agreements

- (i) Local level negotiations will be held to reach agreement on an Enterprise Agreement or Enterprise Award, which is to apply to each site covered by this agreement.
- (ii) An Enterprise Agreement/Enterprise Award referred to in sub-clause (i) must be approved by the majority of employees covered by the agreement/enterprise award on the site.
- (iii) Where an Enterprise Agreement/Enterprise Award referred to in sub-clause (i) is made it will be filed with the Industrial Relations Commission of NSW and will be operative once it is certified.



IN WITNESS, the parties have executed this Agreement to take effect as an agreement on the date first written in this Agreement.



Tony Sheldon
State Secretary
Transport Workers' Union of Australia
NSW Branch



John Roach
National General Manager
J McPhee & Son (Australia) Pty Limited

DATE: *6th June 2000.*

Registered
Enterprise Agreement
Industrial Registrar