

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/116

TITLE: Mayne Nickless Logistics NSW Linehaul Enterprise Agreement 1997

I.R.C. NO: 97/2246

DATE APPROVED/COMMENCEMENT: 28 May 1997

TERM: 12 Months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees of the company employed to perform duties exclusively related to the BHP and Australian Paper Interstate contracts

PARTIES: Mayne Nickless Limited in respect of Mayne Nickless Logistics -&- Transport Workers' Union of Australia, New South Wales Branch



E+1

ENTERPRISE AGREEMENT

between



**MAYNE NICKLESS LOGISTICS
NSW LINEHAUL SERVICE
PORT KEMBLA**
(A Logistics Service of Mayne Nickless Limited)

A.C. N. 004 073 410

and

**THE TRANSPORT WORKERS UNION OF
AUSTRALIA**
(NSW Branch)
(on behalf of its members engaged by the Company)

27 March 1997

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1. TITLE

This Agreement shall be known as the Mayne Nickless Logistics (NSW Linehaul) Enterprise Agreement, 1997

2. SCOPE

This Agreement shall be binding upon Mayne Nickless Logistics ("the Company") and upon the Transport Workers Union of Australia NSW Branch ("the Union") and all its members employed by the Company to perform duties exclusively related to the BHP and Australian Paper Interstate contracts.



3. AWARD

This Agreement shall be read in conjunction with the Award listed below:

- a) Transport Industry (State) Award

To the extent that there is any inconsistency between the Award and this Agreement, this Agreement shall apply.

4. TERM OF AGREEMENT

This Agreement shall remain in force for a period of 12 months from the date of ratification of this Agreement and shall remain in force until replaced by a further Agreement.

5. HOURS OF WORK

It is agreed that the patterns of work must recognise and meet customer requirements at all times. Accordingly the patterns of work for all employees will be determined, wherever possible, by mutual agreement. Where agreement is not reached, the Company will set hours of work to meet business operational requirements within the following parameters:

- a) Ordinary hours of work are seven hours and 36 minutes per day.
- b) Hours to be worked over 4, 5 or 6 shifts per week, or a combination of these patterns.
- c) A maximum ordinary shift of 12 hours in the case of Interstate / Long Distance driving shifts.
- d) A maximum ordinary shift of up to 11 hours in the case of Local Driving shifts.

- e) The roster of linehaul work shall provide for no more than 120 driving hours to be worked in any fortnight.
- f) Interstate/Long distance driving shifts rostered Monday through Sunday
- g) Ordinary hours of work for local driving shifts are rostered Monday through Saturday, this also applies to casuals.

6. PAYMENT OF SALARY

Salaries will be paid weekly by electronic funds transfer to a nominated bank account. The Company will pay salaries to accounts by close of business each Wednesday. Casuals engaged by the Company will be paid by electronic funds transfer.

Note: For special circumstances salaries/wages may be paid by EFT, cheque or cash at the employers discretion.

The Company may vary pay days around Public Holidays or where circumstances beyond the control of the employer necessitates the moving of pay days without penalty.

7. PRODUCTIVITY IMPROVEMENTS

It is agreed that on-going productivity improvement is a key responsibility for employees and management. Management and employees will determine, if possible, appropriate incentive programmes to recognise productivity improvements.

8. ROSTERED DAYS OFF (R.D.O.)

The parties agree that for the normal operation of the Contract(s) it is not convenient to allow for Rostered Days Off, as such, ordinary hours of work will be 7 hours 36 minutes per day.

9. NO FURTHER CLAIMS

The Union undertakes that there shall be no further money increases for the life of this Agreement, except where consistent with the 'Head of Agreement' document.



10. SETTLEMENT & AVOIDANCE OF DISPUTES

The following procedure represents the joint commitment by the parties to the EBA process to ensuring, through a defined consultative process, all matters of concern to the parties can be resolved so that the interests of all those affected, including clients, are protected from disruption and the value of the productivity and efficiency improvement benefits provided by the EBA's are sustained. The process emphasises the need for local management and union officials to expedite the effective resolution of issues as they arise.

Disputes Avoidance Procedure

Application:

The following disputes avoidance procedure will apply in the event that a question, dispute or difficulty arises involving employees and the management of the Company (Activity).

Objective:

The objective of this procedure is to establish a means of facilitating the resolution of questions, disputes or difficulties without disruption to the operations of the Company. It is based on the intent of the parties to support the timely and orderly determination of issues which arise in the workplace from time to time.

Process:

Dispute Avoidance and Settlement Procedures

Dispute occurs;

- Stage 1 - Site procedures are followed (ie. conferences with, member, delegate, local official).
- Stage 2 - After stage 1 is completed there is a 24 hour cooling off period where the status quo is retained.
- Stage 3 - During the stage 2 cooling off period conferences will be held between State Management of MNL and State Secretaries of the TWU.
- Stage 4 - After stage 3, there is a further minimum 24 hour cooling off period where the status quo is retained.



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- Stage 5 - During stage 4 there are conferences between national Management of MNL and the State Secretary of the TWU.
 - Stage 6 - After stage 5 is completed there is a further minimum 24 hour cooling off period where the status quo is retained.
 - Stage 7 - During stage 6, the matter may be referred to the IRC. Both parties will agree to the IRC's decisions.

Variations

- a) Safety issues will be dealt with as determined by OH & S Chairman/representative, or the State OH & S bodies in accordance with the correct procedures.
- b) Essential Services - such as supply of blood, medical services and perishable items shall not be interrupted through industrial disputation. Additionally where specific EBA exemptions/priority services have been agreed, these shall continue to apply.



Status Quo

Special Note: The TWU commits to communicate their support and agreement in regard to the adherence to disputes procedures contained in this agreement.

The Status Quo is defined as the practice in place prior to the dispute.

If the Status Quo position cannot be agreed then the procedure is to fast track to the State level of the IRC with no commitment given.

Notwithstanding anything contained in this procedure, both parties reserve the right to notify the IRC at any stage of the process.

11. TRAINING

The parties agree that any training shall be paid at the ordinary hourly rate of pay as contained in the wages clause. Training conducted on Saturdays shall be paid at the ordinary rate of pay with a four hour minimum payment. There shall be no training on Sundays or public Holidays unless specifically agreed.

12. CODE OF CONDUCT

The following Codes of Conduct have been designed to ensure all employees understand their obligation / responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

a) General

All employees including management are required to:

- (i) Treat customers and colleagues with honesty, courtesy and respect.
- (ii) Effectively perform their duties in line with business objectives, awards / agreements policies, rules and procedures.
- (iii) Work in a Safe and Healthy manner.
- (iv) Attend work when required and report absences immediately.



b) Acts of Dishonesty

The following examples are listed as a guide to ensure that all employees clearly understand that such acts are dismissible offences.

- (i) Proven cases of theft and Pilferage (stealing).
- (ii) Falsifying of documents so as to achieve a benefit one is not entitled to (wages / time sheets etc.).
- (iii) Clocking off or on Bundy cards other than the Bundy card displaying the employees own payroll number.
- (iv) Any form of proven malicious violence towards:
 - Company property
 - Customers and / or their property
 - Any member of the public and / or their property
 - A fellow employee / s

Above relates to during working hours and on Company or clients property, however, it does not prevent employees using self defence to defend themselves.

- (v) Refusal to follow or carry out a Lawful and Reasonable request / directive given by a Supervisor, Fleet Controller, Managers.
- (vi) The use of, or being affected by or in possession of illegal drugs and / or substances in Company time, on Company property.

The use of prescription drugs which may affect any employee / s performance must be brought to the attention of the employee/s supervisor or manager. Such information will be deemed confidential.

- (vii) Consumption of alcohol during working hours.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

c) **Misconduct**

The following list represents a guide for employees to ensure they understand that such misconduct can lead to Disciplinary Action being taken against an employee:



- (i) Driving any vehicle in the yard complex or elsewhere at excessive speed.
- (ii) Mishandling (throwing, kicking) thereby causing damage to Freight.
- (iii) Failing to ensure a vehicle check occurs for - Oil, Water, Tyres and Fuel, which results in a breakdown, vehicle damage, or loss to productive time.
- (iv) Not approaching or treating employees in a reasonable and civil manner.
- (v) Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within one (1) hour).
- (vi) Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Supervisor, for a pending absence (prior to rostered start time).
- (vii) Failure to wear Company uniform while representing the Company whilst effecting pick-ups and deliveries.
- (viii) Failure to wear specified safety equipment/apparel on Mayne Nickless Logistics premises or customers premises as required.
- (ix) Failure to effectively perform duties.
- (x) Failure to be Free from the Influence of Alcohol when reporting to work.
- (xi) Failure to work in a Safe and healthy manner.
- (xii) Failure to comply with Operating Procedures which may lead to injury/damage to property/person or productivity.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

d) **General Conduct**

In cases of serious misconduct, the employee may be given a verbal warning, a written warning, or dismissed depending on the following criteria:

- (i) Circumstances and work relevance of the misconduct.

- (ii) Seriousness of the misconduct.
- (iii) Employee's explanation of his / her conduct.
- (iv) Employee's past conduct and personal situation.



Note 1:

At the discretion of the Company, an employee involved in Misconduct (other than Acts of Dishonesty) may be stood aside on normal pay pending a full investigation.

Note 2:

Letters of Warning for Misconduct (other than Acts of Dishonesty) will remain on an employee's file as follows:

First	-	12 months
Second	-	12 months
Third and Final	-	24 months

Note 3:

The employee shall have the right to have a witness present during all the above steps (Note 2 above) and the employee will be required to sign such letters of warning to he / she understands their content.

13. RECOVERY OF OVERPAYMENTS

Recovery of salary will be based on a deduction of 20% of weekly salary per shift or proportion thereof until fully re-paid.

14. PAYMENT OF SICK LEAVE/SPECIAL LEAVE ETC.

When claims for sick leave/special leave are approved the company agrees to pay: -

- Sick leave at the weekly annualised rate, as appropriate
- Special leave will continue to be paid at the base rate for Grade 8 in the Award.

NOTE: It is agreed this sick leave provision will not be used as a precedence in any forum or other negotiations with Mayne Nickless.

15. SUPERANNUATION

Industry award superannuation contributions will be calculated on award rate of pay, excluding overtime. Grade 8 Award Rate plus 30% disability allowance only is deemed to be the ordinary rate of pay.

16. REDUNDANCY

Should there arise any situations which give rise for the need to implement redundancies, voluntary or otherwise, the rate of pay used in any calculations will be the appropriate award rate of pay (eg Grade 8) and calculation of payment will be in accordance with Mayne Nickless Policy at that time.



17. EXTENDED PERIODS OF DUTY - LOCAL (BHP)

Should employees engaged on Local driving duties be required to extend beyond the agreed shift length ie; 11.0 hours NSW, overtime at the rate of double time will be paid based on the award rate of pay.

18. LINEHAUL TRIP RATE

Should employees engaged on linehaul duties be required to extend beyond the agreed Linehaul shifts, i.e. 14 hours, then a trip rate will be paid based on the cents per kilometre as contained within this agreement, or as varied from time to time.

19. PUBLIC HOLIDAYS

Will be paid in accordance with the Transport Workers (State) Award.

The Public Holiday shift applicable will take into account the need for interstate business continuity.

Where difficulties arise the majority of a shift which falls on a Public Holiday will be used to determine a Public Holiday shift or where this is not satisfactory the employer by 7 days notice will determine a public holiday shift.

Substitution of Public Holidays

To ensure flexibility to allow mutual arrangements between the employer and employee(s), the following arrangements will be implemented.

Public Holidays provided for under the parent award may be substituted for another day off by Agreement between the employer and the employee(s) to be taken adjacent to a period of annual leave or at another time to suit the needs of the business.

The Company agrees to pay the TWU picnic day at the annualised rate ie; one fifth of the weekly rate.

Should an employee be required to work on a gazetted Public Holiday he/she will be paid, in addition to their normal salary;

- 1) Cents per kilometre for any Interstate/Intrastate linehaul driving
or
- 2) Award hourly Rate of Pay, including overtime after 7.6 hours, for any local driving.

20. WORKERS COMPENSATION

Workers Compensation payments will be made based on the Award rate of pay.
Example: Grade 8 of the Award.

21. LONG SERVICE LEAVE

Long Service Leave payments will be made based on the Award Rate of Pay.

ie: Grade 8 of the NSW Transport Industry (State) Award.



22. ALLOWANCE (BHP ONLY)

With the exception of reimbursable allowances and tea monies, no other allowances are payable under this agreement.

Subject to the Award tea monies will be paid to all existing permanent employees engaged on local (day work) driving at a flat Rate of \$15.00 every second week, as applicable from the ratification of this Agreement.

23. REVIEW OF ANNUALISED RATE

The calculations used in determining the Annualised Rate of Pay are outlined in Appendix A1, the parties agree that the hours worked and kilometres driven will be monitored so as to determine whether a revision of the Rate is warranted, this revision can increase or decrease the Annualised Rate.

These reviews will be conducted on a 3 monthly basis.

24. DURESS

This Agreement was not entered into under duress by any party to it.

25. TIME OF IN LIEU OF OVERTIME

By mutual agreement, employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off to be taken at ordinary time, that is, one hour for each hour worked.



APPENDIX A - BHP INTERSTATE LINEHAUL OPERATION ADDENDUM

1. Background

This addendum establishes the specific measures agreed between MNL and the members of the Transport Workers Union of Australia NSW Branch who are primarily employed in the line haul movement of BHP Steel Products between Sydney and Melbourne. This addendum to the agreement should be read in conjunction with the Transport Workers (State) Award.

2. Operational Flexibility

It is agreed that it is in the best interest of both the company and all employees to maintain the greatest possible flexibility with regard to company operations. With this in mind it is agreed that drivers engaged by the company will perform long distance driving using enhanced vehicular trip technology, provided that, the employee has the skill to perform these functions. It is also agreed that from time to time it may be necessary due to differing operational requirements, for drivers to be utilised within the local operation of the business and when so engaged drivers will operate and be subject to the conditions of the relevant award/agreement.

Additionally, it is agreed that employees engaged under this agreement will be available to perform their shift/driving pattern on a 24 hour, 7 day weekly basis as required. (This paragraph is not meant to contravene the Motor Traffic Act).

The length of trips may vary to ensure the Linehaul service is not compromised due to adverse circumstances, such as, breakdowns, operational delays etc.

Provided that where a linehaul driver is required to perform duties within the local driving operation, the linehaul driver will receive 7 days notice of any such change. This notice period may be waived by agreement between the linehaul driver and the company.

From time to time there will be occasions when the nature of the line haul operation will vary in order to meet customer requirements. All variations will be subject to the agreement of the drivers which would not be unreasonably withheld.

3. Kilometre Rate

The 27 cents per kilometre rate is inclusive of the following:

- Industry Disability Allowance
- Dropping-off trailers as requested.
- Assist with loading/unloading - tarping/untarping (for local work) when and where necessary.

- Minor maintenance repairs (Kit to be supplied) eg light bulbs.
- Formulation of a committee to assist the company with most cost effective work practices eg fuel/tyres and driver fatigue.
- RDO's
- High focus on Safety and Quality.

4. *Variation of Rate of Pay*

The rate of pay applicable to drivers employed under this addendum may be varied from time to time where there are variations in the nature of the line haul operation. At no time can the base rate per kilometre specified in the Agreement be reduced.



5. *Starting Times*

Starting times may be varied to suit the operation. All variations must be advised to the drivers at least seven days prior to the variation taking effect except where otherwise agreed between the company and the drivers.

For extenuating circumstances the employer may notify employee(s) of a change to starting times by notice being given to employee(s) prior to the cessation of their previous shift.

6. *Annualised Rates of Pay*

Annualised rates of pay will apply for the life of the B.H.P Interstate Contract for employees who are engaged to perform both Linehaul and Local driving functions

The base rates used in the calculations for annualised salaries are those contained in the Transport Industry (State) Award.

The base rate used is Grade 8 as contained in the above Award. These rates have been adjusted by an Enterprise Agreement Component.

The annualised rate of pay is based on the following work pattern:

- a) A total of ten (10) linehaul shifts per four (4) week period, Monday through Sunday.
- b) A total of ten (10) local driving shifts per four (4) week period, Monday through Sunday.
- c) A total of twenty two (20) ordinary shifts, that is, 10 linehaul and 10 local per four (4) week period.
- d) The linehaul shifts can be varied up to a maximum of 14 or a minimum of 6, provided that the local driving shifts are varied by the equivalent amount so as

to produce the agreed maximum of twenty (20) rostered shifts over a four (4) week period.

- e) The annualised salary includes a component for Long Distance Driving

Note: Alternative arrangements may be entered into where special circumstances exist.

(i) NSW Engaged Linehaul Drivers

Wilton/ Aeroplane/Wilton	
Port Kembla/ Aeroplane/Wilton	
Port Kembla/ Aeroplane/Port Kembla	756 km

The annualised rate of pay will be inclusive of annual leave payments.

Annual Leave Loading will be paid in accordance with the Award and will be paid in addition to the annualised salary but exclude overtime payments.

The annualised rates of pay are as follows:

	Salary	Annual Leave	Total Salary
NSW Engaged Drivers:	<i>Please refer to Appendix A1</i>		



The method of paying these salaries will be paid according to Clause 6 of this Agreement.

7. Review of Annualised Salary

It is acknowledged the Annualised Salary has been arranged for BHP Linehaul drivers and from time to time the Annualised Salary maybe reviewed by the employer to ensure it is relevant with the road infrastructure changes and other circumstances.

Provided further, the employer may give 7 days notice of the intention to alter the arrangements of how drivers are remunerated.

APPENDIX A1 - NEW RATE CARD

**BHP INTERSTATE LINEHAUL
NSW
WEEKLY SALARY CALCULATION
EFFECTIVE FROM FIRST FULL PAY PERIOD THE AGREEMENT IS RATIFIED.**

LINEHAUL	5 DAYS
756 km @ 27¢ /KM @ 5 DAYS	\$1020.60

LOCAL

Normal..... \$569.10
7.6 hrs per day @
\$14.9763/hr @ 5 days

Time & a half.....\$224.64
2.0 hrs per day @
\$14.9763/hr @ 1¹/₂ @ 5 days

Double.....\$209.65
1.4 hrs per day @
\$14.9763/hr @ 2 @ 5 days

Total 11 hrs per day..... \$1003.30

Total for two working week period. \$2023.99

SALARY

Conversion to 48 working weeks per year (@ 24 fortnights) \$48,575.76

ANNUAL LEAVE PAYMENT

Annual Leave = 4 weeks p.a. @ \$569.10/week \$2,276.40

TOTAL SALARY

Total Annualised earnings \$50,852.16

Divided by 52 weeks to give equal weekly pay inclusive of
annual leave. \$977.93

Note: Additional Annual Leave loading to apply as per award
ie \$569.10 + Annual Leave loading



APPENDIX B - AUSTRALIAN PAPER LINE HAUL OPERATION ADDENDUM



Background

This addendum establishes the specific measures agreed between MNL and the members of the Transport Workers Union of Australia who are primarily employed in the line haul movement of paper products between Sydney and Melbourne. This addendum to the agreement should be read in conjunction with the Transport Workers (State) Award.

Operational Flexibility

It is agreed that it is in the best interest of both the company and all employees to maintain the greatest possible flexibility with regard to company operations. With this in mind it is agreed that drivers engaged by the company will perform long distance driving using enhanced vehicular trip technology, provided that, the employee has the skill to perform these functions. It is also agreed that from time to time it may be necessary due to differing operational requirements, for drivers to be utilised within the local operation of the business and when so engaged drivers will operate and be subject to the conditions of the relevant award/agreement.

Additionally, it is agreed that employees engaged under this agreement will be available to perform their shift/driving pattern on a 24 hour, 7 day weekly basis as required.

The length of trips may vary to ensure the Linehaul service is not compromised due to adverse circumstances, such as, breakdowns, operational delays etc.

Provided that where a linehaul driver is required to perform duties within the local driving operation, the linehaul driver will receive 7 days notice of any such change. This notice period may be waived by agreement between the linehaul driver and the company.

From time to time there will be occasions when the nature of the line haul operation will vary in order to meet customer requirements. All variations will be subject to the agreement of the drivers which would be unreasonably withheld.

Nomination of Drivers

Certain drivers have been specifically nominated as line haul paper drivers. Appointment of replacement drivers to perform line haul of paper products is at the discretion of the company. Consultation with the existing line haul paper drivers will occur prior to appointment.

Variation of Rate of Pay

The rate of pay applicable to drivers employed under this addendum may be varied from time to time where there are variations in the nature of the line haul operation. At no time can the base rate per kilometre specified in the Agreement be reduced.

Starting Times

Starting times may be varied to suit the operation. All variations must be advised to the drivers at least seven days prior to the variation taking effect except where otherwise agreed between the company and the drivers.

For extenuating circumstances the employer may notify employee(s) of a change to starting times by notice being given to employee(s) prior to the cessation of their previous shift.



Speed Management

The company and the drivers agree to work together to establish a speed management plan for the operation. This plan must not contravene any statute or law and must meet safe operating standards.

Kilometre Rate

Australian Paper Linehaul Drivers will be paid whilst carrying out full Linehaul duties a Km rate as follows

27¢ per km

NOTE: This kilometre rate is inclusive of matters highlighted in Point 3 Km rate of Appendix A of this Agreement.

Signed for and on behalf of
Mayne Nickless Logistics


Dated: 8 / 4 / 97

Signed:  x

Witnessed: 

Print Name: HEARSMAN x


Print Name: MARTIN JOHNSON

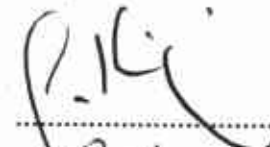

M. Byrne

General manager
Select Channel Services
18/4/97

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

Dated: 17 / 4 / 97

Signed: 

Witnessed: 

Print Name:

Print Name: G. Kiehl

