

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/285

TITLE: Mayne Nickless Express Parceline (Transport Workers) Enterprise Agreement 1998

I.R.C. NO: 98/5370

DATE APPROVED/COMMENCEMENT: Approved 16 October 1998 and commenced first full pay period on or after 16 October 1998

TERM: 15 months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees who are engaged pursuant to the Transport Industry (State) Award

PARTIES: Mayne Nickless Express Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



MAYNE NICKLESS EXPRESS - (PARCELINE)
(TRANSPORT WORKERS)
ENTERPRISE AGREEMENT 1998



Without Prejudice

1.0 TITLE

This Agreement shall be referred to as the Mayne Nickless Express - Parceline (Transport Workers) Enterprise Agreement 1998.

2.0 ARRANGEMENT

1. Title
2. Arrangement
3. Parties Bound
4. Coverage of Agreement
5. Period of Operation
6. Relationship with Parent Award
7. No Extra Claims
8. Employee Commitments
9. Purpose of Agreement
10. Procedures for the Avoidance of Industrial Disputes
11. Duress
12. Code of Conduct
13. Wages
14. Permanent Part time Employee Clause
15. Casual Employee Clause
16. Time off in Lieu of Overtime
17. Labour Portability
18. Multi skilling Initiatives
19. Flexible Ordinary Hours
20. Meal/ Crib Breaks
21. Priority Services
22. Management Initiative
23. Training Initiatives



3.0 PARTIES BOUND

This agreement shall be binding on

(A) Mayne Nickless Express (Parceline - New South Wales).

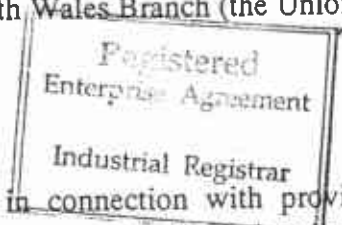
(B) All employees whether members of the organisation of employees listed in sub-clause (c) hereof or not, employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award (as amended)

and

(C) Transport Workers Union of Australia, New South Wales Branch (the Union).

4.0 COVERAGE OF AGREEMENT

This agreement is made to cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings of the Transport Industry (State) Award (as amended).



5.0 PERIOD OF OPERATION

1. This agreement shall operate on and from the first full pay period this agreement is ratified and shall remain in force for a period of fifteen (15) months.
2. The parties undertake to commence discussion three (3) months prior to the expiration of the Agreement, however, this agreement will continue in force until replaced by a new agreement. Provided this agreement may be terminated in accordance with the Industrial Relations Act 1996 (as amended).

6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This Enterprise Agreement shall be read inconjunction with the Transport Industry (State) Award, as amended, (the Award), provided that where there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.
- 6.2 Subject to this Enterprise Agreement, any previous unregistered agreements, certified agreements, arrangements and/or practices will cease to exist with the making of this certified Agreement.

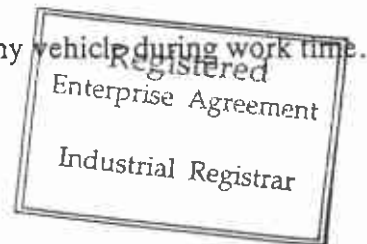
7.0 NO EXTRA CLAIMS

The union and its members undertakes that there shall be no further money increases for the life of this Agreement, including increases provided by a State Wage Case decision.

8.0 EMPLOYEE COMMITMENTS

The employees agree that it is to their mutual benefit to:

- a) Focus decision making and responsibilities around customer satisfaction (ie, clients, suppliers and having reliable runs and service).
- b) Work in a safe and healthy manner.
- c) Improve customer service expectations via continuous service improvement.
- d) Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community which a facility serves.
- e) Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.
- f) Effectively perform their duties in line with business objectives and this Agreement.
- g) Ensure employees attend work when required and report absences immediately.
- h) Maintain flexible runs to service the customer.
- i) Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.
- j) No unauthorised person/animal will be in a company vehicle during work time.



9.0 PURPOSE OF AGREEMENT

9.1 Intent

This Agreement has been designed to provide opportunities for Management and staff to develop specific improvements or initiatives in a facility and within its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relations environment at the facility to provide flexibility, a competitive edge, improved efficiency and quality services. To this end the union agrees to work with management and it's employees to facilitate:

- more innovative working arrangements than exist at present;
- improve the facilities needs/servicing requirements;
- opportunities for staff to participate in new initiatives
- initiatives which improve business plans/budgets/work culture and operations

Management discretion in running its business is also the intent and direction of outcomes from this agreement.

9.2 Continuous Improvement Initiatives

- i) The parties to this Agreement are committed to genuinely identify and implement measures to improve productivity and efficiency at the facility during the life of this Agreement.
- ii) It is agreed the union will not hinder specific productivity and efficiency measures.

- iii) Specific measures to be considered as part of a broad agenda may include matters such as:
- improved Service Delivery
 - flexible work patterns
 - work roster modelling
 - work practice reviews
 - continuous service improvement processes
 - minimising workers' compensation costs etc.
- iv) The Union and employees agree to co-operate in providing (the business) with more flexible arrangements and savings which complement the facilities, services and customer requirements (such as:- Eliminating Restrictive work practices). The collaborative approach will also involve future Agreement changes being in plain English and being simpler to read.



9.3 The disputes settlement procedures contained in this Agreement will be adhered to.

9.4 No new allowances will be applicable to this business as part of making this Agreement.

9.5 The union undertake to provide a dispute free period during the life of this Agreement by adhering to the dispute procedure.

10.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

10.1 The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the following procedure shall apply:-

10.1.1 the matter shall first be discussed between the aggrieved employee(s) and their local management team.

10.1.2 if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with the local management team.

10.1.3 if the matter is not settled it shall be referred to the appropriate State Secretary and State Manager (or respective nominees) and may also include involvement of an Employee Relations representative.

10.1.4 if the matter can not be settled at this level then the parties shall refer the matter to the State Secretary and CEO, or their representatives, in an attempt to settle the matter.

10.1.5 if the matter is still not settled either party shall refer the matter to the New South Wales Industrial Relations Commission for assistance. The matter shall proceed before the Commission in accordance with the Industrial Relations Act 1996 (as amended)

- 10.1.6 matters that affect the Company's commercial obligations to its customers or to manage its business are not to be affected.
- 10.2 Until the matter is determined by the Commission and except in the case of a bona fide safety issue, work shall continue normally. In the case of a bona fide safety net issue alternative work will be identified by the company.
- 10.3 A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this process.
- 10.4 The parties agree to a cooling off period and reasonable time frames between each stage of the process contained in 10.1 above.

11.0 DURESS

This Agreement was not entered into under duress by any of the parties bound by it.



12.0 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, and Agreement/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 & Breaches of Responsibility*

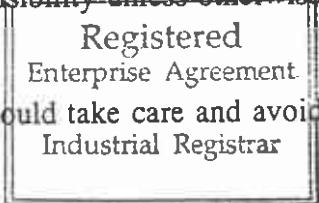
The following examples are listed as a guide to ensure that all employees clearly understand that such acts are dismissible offences.

- 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). (This also includes misrepresentation of information 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/or 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) Intimidation or aggressive behaviour towards other employee(s) or person(s).
- vii) Reckless or offensive actions or behaviours towards other employee(s) or person(s) which could endanger the safety of other individuals or be of an unwelcomed nature including matters such as, *Discrimination, Sexual Harassment, Taunts or Slogans of a racial/religious nature* etc.
- viii) The use of, or being affected by or in possession of illegal drugs and/or substances in Company time or 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.
- ix) Consumption of alcohol or being intoxicated during working hours.
- x) a. The non-authorized carrying of passenger(s)/animals in vehicles will not be tolerated.
Note: Verbal/oral authorisations will not be accepted as authorisations.
b. The authorised carrying of passenger(s) in vehicles will be in writing to cover operational needs of the business or the customer.
An employee should not deviate from these requirements.
- xi) Taking a meal break is the employees responsibility ~~unless otherwise~~ authorised.

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 or in a reckless manner.
- 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 (including honesty, courtesy and respect).
- 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 effectively perform duties.
- ix) Failure to be free from the influence of alcohol when reporting to work.
- x) Failure to work in a safe and healthy manner.

- xi) Failure to comply with Operating Procedures which may lead to injury/damage to property/person or productivity.
- xii) Failure to report absences immediately
- xiii) Using offensive language, actions or behaviour which can be deemed to be discriminatory, harassing, unwelcomed etc., will not be tolerated.
Note: This includes being abusive or rude to employee(s) or other person(s).
- xiv) Failure by employees to work according to their Agreement.
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) can be stood aside on ordinary 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	-	12 months

Note 3:

The employee shall have the right to have a witness of their choice present during any the above steps taken by the Company.

Notwithstanding anything contained in this Code of conduct, the employee has the right to have a Union official and/or delegate present during any of the steps outlined in this clause.

(Note 2 above) and the employee will be required to sign such letters of warning to confirm they understand the content.

13.0 WAGES

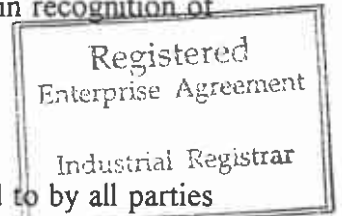
Subject to this Enterprise Agreement the following Wage increases from the MOU shall apply:-

Grade	Award Rate Sept 1997	1 st Increase Sept 1997 2.5%	2 nd Increase 1 Sept 1998 2.5%	3 rd Increase Certification of EBA 2.5%	4 th Increase 1/2/99 2.5%
1	446.70	457.86	469.04	480.20	492.49
2	462.30	473.85	485.42	496.97	509.69
3	473.10	484.93	496.76	508.58	521.59
4	482.50	494.56	506.63	518.69	531.96
5	506.80	519.47	532.14	544.81	558.75
6	512.90	525.72	538.55	551.37	565.47
7	531.40	544.68	557.97	571.26	585.87
8	569.10	583.32	597.56	611.78	627.43

The abovementioned base rates of pay will apply from the first full pay period on and from ratification of this agreement in accordance with the Memorandum of Understanding (MOU) between the Company and the Union. These Wage increases are in recognition of initiatives adopted in this Agreement.

Overaward payments will be absorbed by this and future increases.

The parties agree to continue the operation of the MOU which was agreed to by all parties concerned and its continuance being based on productivity and/or efficiency and/or flexibility benefits being achieved.



14.0 PERMANENT PART TIME EMPLOYEE CLAUSE

Permanent Part time provisions have been agreed to ensure more flexible provisions for employees maybe utilised. This provision compliments the company's affirmative action strategies.

The Permanent Part time employee provision is as follows:

14.1 A Permanent Part time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full time employee. By agreement between the employer and employee the specified number of hours maybe balanced over a week, fortnight and/or monthly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a week on, week(s) off basis in accordance with this sub-clause.

14.2 Employees engaged under this sub-clause shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate base rate prescribed by this Agreement (ie, for the classification of work being performed). Minimum hours for such an employee will not be less than an average of 10 hours in a week(s). Provided the minimum hours in a week(s) maybe lowered by agreement for special circumstances.

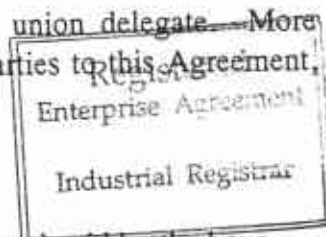
14.3 Permanent Part time employees shall be entitled to all other entitlements on a pro-rata basis (excluding RDO's which do not apply).

14.4 An employer must not convert a full time employee to permanent part time employment without the consent of the employee concerned.

14.5 All time worked by a Permanent part time employee, in excess of the rostered daily ordinary hours of work prescribed for the majority of full time employees employed on that shift in the section(s) concerned shall be paid applicable overtime.

14.6 Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full time employees (eg. Minimum of 7.6 hours) employed on that shift in the section(s) concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

14.7 By agreement in writing between the Company and the ~~union delegate~~ ^{More parties to this Agreement,} flexible arrangements maybe implemented, between the parties such arrangement will be in writing.



15.0 CASUAL EMPLOYEE CLAUSE

15.1 A casual employee is an employee engaged as such and paid by the hour.

15.2 A casual employee for all ordinary time worked shall be paid on an hourly basis one thirty-eighth (1/38th) of the appropriate weekly base wage rate plus 15% of ordinary base rate of pay for all work performed. Casuals shall also receive a one twelfth (1/12) payment in accordance with the Annual Holidays Act 1944, which is payment in lieu of receiving annual leave.

15.3 (a) Casual employees engaged shall receive a minimum of 4 hours work in any engagement.

(b) Casual employee(s) are terminated at the end of each engagement or by the payment of unworked minimum hours in paragraph (a) on any day.

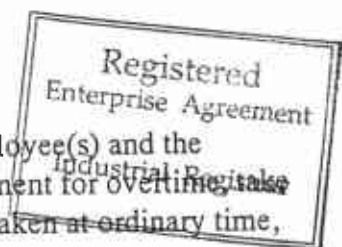
15.4 A casual employee shall not be entitled to the benefit of provisions, such as but not limited to:-

- Termination Notice
- Introduction of Change
- Redundancy Provisions
- Start Times
- Annual Leave
- Personal/Carer's Leave
- Parental Leave
- Jury Service
- Public Holidays
- Sick Leave

15.5 An employer shall wherever practicable notify a casual employee where services are not required the next working day or at the end of a period of casual work.

- 15.6 Casuals may be employed in a business on continuous engagements at the discretion of the employer for a short period. Such short period is deemed to be a minimum of 12 months.
- 15.7 Casual employees are required to work flexibly in normal hours/shift work and as required by the Company.
- 15.8 By Agreement in writing between the Company and the Union delegate more flexible arrangements may be implemented between the parties to this Agreement, such arrangements will be in writing.

16.0 TIME OFF IN LIEU OF OVERTIME



16.1 By mutual Agreement in writing, between the employee(s) and the employer, employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off is to be taken at ordinary time, that is, one (1) hour off for each hour worked.

16.2 Overtime will not be guaranteed under any circumstances.

16.3 Leisure Time System

- (a) The taking of any leisure time off will be at times agreed to with Management and will not disrupt the operation of the business.
- (b) The leisure system will only continue for as long as it is commercially viable and suitable to the business.
- (c) This system will be trialed for six (6) months and will be reviewed for its suitability to continue for the life of the Agreement.
- (d) The leisure time system will only be accrued from overtime worked and calculated at time for time and one (1) leisure day will be taken off by an employee every two (2) months (total of six (6) days per year) and the remainder will be paid out up to one (1) month before Christmas each year at the ordinary base rate of pay.
- (e) All forms of leave whether paid or unpaid, including time off on workers compensation will not be counted for any calculations for leisure time.
- (f) The nominated day off or part thereof is to always to fall on a Friday, subject to Management discretion for special circumstances.
- (g) Rostered days off prescribed under the Transport Industry (State) Award do not apply to employees bound by this Agreement.
- (h) This sub-clause will not be used as a precedent within other Mayne Nickless businesses.
- (i) The parties may agree to further controls as part of administering this system.

17.0 LABOUR PORTABILITY

16.1 A fundamental discipline of the company's business is the ability to effectively utilise its resources, including employees and equipment.

- 16.2 Customer requirements vary on a day to day basis, and as such the company must respond accordingly.
- 16.3 The parties have agreed that in order for the company to respond to customer requirements, it must have the flexibility to move both labour and equipment to match these requirements.
- 16.4 As such, where work volumes dictate, all employees following consultation will be portable (within a metropolitan/ area only) from one section/location to another within the company. As part of consultation any offsite work will be firstly offered to relevant employees before any final selection is considered by the employer.
- 16.5 Consideration will be given to the employees qualifications, capabilities and specific product knowledge.
- 16.6 This clause is not intended to be used for disciplinary circumstances,

18.0

MULTI SKILLING INITIATIVES

- (i) For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling will occur to allow employees to perform tasks within their skills and competence. Multi-skilling will include but not be limited to, forklift driving, clerical duties, driving, customer service duties, radio room duties, use of any technology and will be on going to meet business/customer needs.
- (ii) The Company reserves the right to allocate work duties to employee's and employees are obligated to undertake work as directed.

19.0 **FLEXIBLE ORDINARY HOURS**

Flexible hours maybe arranged to compliment business and customer needs, this means having greater alternatives in how we match our business to common sense needs.

- 19.1 By mutual agreement in writing between the employer and employee(s) ordinary hours in excess of ten (10) ordinary hours and up to a maximum of 12 hours maybe accommodated under this agreement. Such ordinary hours will be in accordance with the appropriate State Legislation applicable.
- 19.2 In providing for alternative hours arrangements, ordinary hours maybe worked over any five (5) days Monday to Saturday and appropriate weekend premiums or shift penalties will apply. Sundays maybe included in a week in special circumstances by mutual Agreement between the employer and affected employee(s).
- 19.3 The day work spread of hours will be arranged between (5.00am to 6.00pm) to accommodate business needs. By mutual agreement in writing the spread of hours maybe extended by one (1) hour either side to accommodate business needs.
- 19.4 Starting times maybe staggered or varied to suit business and/or service needs, provided notice is given to the employee(s), by giving twenty four (24) hours notice. Where unexpected circumstances occur no notice period is required.

20.0 MEAL / CRIBS BREAKS

In lieu of the provisions concerning Meal/Crib breaks in Clause 8 of the Award, the existing custom and practice of taking meal breaks to meet operational requirements shall continue to apply.

Meal/Crib breaks will apply subject to work volume requirements/schedules, so as to avoid disruption to the freight sorting process.

No penalty rates, allowances or liabilities will be incurred by the Company as part of these flexible arrangements.

21.0 PRIORITY SERVICES

The Company is committed to observe all its commercial undertakings with clients. The significance of several contracts are acknowledged by the parties through the introduction of "Priority Services".

As such it is agreed between the parties that the following services shall be deemed to be "Priority Services" and will not be effected in anyway by Industrial Stoppages, bans or limitations or any other circumstances, as part of consulting with site union delegate(s).

Contracts deemed to be "Priority Services" are:-

- (i) Any Hospital/ Medical/ Pharmaceutical products.
- (ii) Bank related work.
- (iii) Perishable products.

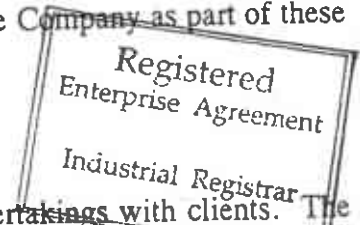
A minimum four (4) hour call in payment will apply.

22.0 MANAGEMENT INITIATIVES

This agreement shall not limit or restrict the Company's right to manage or operate its business.

23.0 TRAINING INITIATIVES

It is agreed the Company will endeavour to conduct all training within the employee's ordinary hours, provided, where any training falls outside normal hours, such training will be at ordinary time.



Signed for and on behalf of

Signatories

Date



30/9/98

Mayne Nickless Express
Mr Patrick Bourke
State Manager (NSW)


Witnessed by

30/9/98.

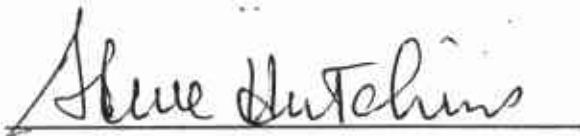
MARTIN JOHNSON
(Print Name)



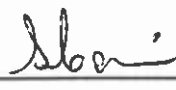
Signed for and on behalf of

Signatories

Date



Steve Hutchins
State Secretary
Transport Workers Union of Australia
New South Wales Branch


Witnessed by

25-9-98

STEVE CAIN
(Print Name)