

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/260**

**TITLE: Mayne Nickless Express (Priority - Sydney) Transport Workers Agreement 2000**

**I.R.C. NO: 2000/2706**

**DATE APPROVED/COMMENCEMENT: 13 July 2000**

**TERM: 29 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 6 October 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 11**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award, at the Erskinville, Bankstown and Silverwater sites

**PARTIES:** Mayne Nickless Ltd t/as Mayne Nickless Express -&- Transport Workers' Union of Australia, New South Wales Branch



MAYNE NICKLESS EXPRESS - (PRIORITY - SYDNEY)

(TRANSPORT WORKERS)  
AGREEMENT 2000

**FILED** 

15 JUN 2000

OFFICE OF THE INDUSTRIAL  
REGISTRAR

1.0 TITLE

This Agreement shall be referred to as the Mayne Nickless Express - (Priority – Sydney) Transport Workers Agreement 2000.

2.0 ARRANGEMENT

1. Title
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3. Parties Bound
4. Coverage of Agreement
5. Period of Operation
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9. Procedures for the Avoidance of Industrial Disputes
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Annexure B – Heads of Agreement

Annexure C – 47.5 Hours Memorandum of Understanding

Annexure D- Bankstown (additional provisions)

Annexure E – Arrangement

**Registered**  
**Enterprise Agreement**  
**Industrial Registrar**

### 3.0 PARTIES BOUND

This agreement shall be binding on

- (A) Mayne Nickless Limited ACN 004 073 410 trading as Mayne Nickless Express (Priority) - (the Company)
- (B) All employees employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award (as amended), at the Erskineville, Bankstown and Silverwater sites.

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

- 5.1 This agreement shall operate on and from the first full pay period this agreement is ratified, and shall remain in force until 31 December 2002.
- 5.2 The parties undertake to commence preliminary discussions three (3) months prior to the expiry date of this 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).
- 5.3 Annexure A, C and E, however, will continue to be in force until the (31 December 2001) and then cease.

### 6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This Agreement shall be read in conjunction 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 Agreement, any previous unregistered agreements, certified agreements, arrangements and/or practices will cease to exist with the making of this certified Agreement.

<p style="text-align: center;"><b>Registered Enterprise Agreement</b></p> <p style="text-align: center;"><b>Industrial Registrar</b></p>
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## 7.0 NO EXTRA CLAIMS

The union and the Transport Worker Award Employees undertake that there shall be no extra claims for money increases for the life of this Agreement, including increases provided by a State Wage Case decision.

## 8.0 EMPLOYEE COMMITMENTS

The employees and the union agree to:

- 8.1 Focus decision making and worker responsibilities around business needs (ie, clients, suppliers and having reliable runs and service).
- 8.2 Work in a safe and healthy manner (including the wearing of Safety vests etc.)
- 8.3 Improve customer service expectations via continuous service improvement.
- 8.4 Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community which a facility serves.
- 8.5 Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.
- 8.6 Effectively perform their duties in line with business objectives and / or this Agreement.
- 8.7 Ensure employees attend work and report absences immediately.
- 8.8 Maintain flexible runs to service the customer where employee drivers utilised.
- 8.9 Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.
- 8.10 No unauthorised person/ animal will be in a company vehicle during work time.
- 8.11 Work co-operatively with MNE in establishing a decentralised network and ensuring a dispute free period.

**Registered  
Enterprise Agreement**  
Industrial Registrar

## 9.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

9.1 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:-

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

9.1.2 if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with a Senior Management Representative.

9.1.3 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.

9.1.4 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.

9.1.5 if the matter is still not settled either party can 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)

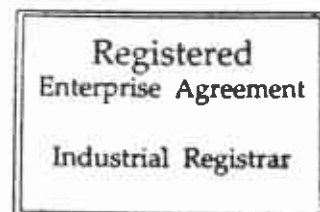
9.1.6 matters that affect the Company's commercial obligations to its customers or to manage its business are not to be affected.

9.2 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 issue alternative work will be identified by the company.

9.3 A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this process.

## 10.0 DURESS

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



## 11.0 WAGES

Subject to this Enterprise Agreement the following Wage increases to the base wage rates in Annexure B shall apply:-

Grade	Award Rate December 1999	Current EBA Rate as at December 1999	Hourly Rate from December 1999
3	473.10	521.59	13.73
4	482.50	531.96	14.00
5	506.80	558.75	14.70
6	512.90	565.47	14.88
7	531.40	585.87	15.42
8	569.10	627.43	16.51

These Wage increases are in recognition of initiatives adopted in this Agreement.

Overaward payments will be absorbed by this and future increases.

All employee(s) will be paid at a minimum of Grade 3.

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

Superannuation will be calculated on the base wage rates in this Agreement on the basis of a 38 hour week and will be subject to pro rata calculation for Permanent Part time employees and casual Employees.

## 12.0 DUTIES

- 12.1 All employees engaged at the workplace will be involved in flexible work requirements, as directed by Management and flexible work requirements will cover matters, such as, but not limited to:-
- driving including pick-up and delivery runs
  - loading Linehaul and PUD vehicles
  - unloading Linehaul and PUD vehicles
  - lodging freight at the airport etc
  - lodging, loading and unloading charter aircraft as required
  - forklift driving
  - use of scanners and new technology
  - completing of documentation associated with incoming/outgoing freight
  - cubing and check weighing, as required
  - Completion of FAC passes
- and other duties on an as directed basis.

12.2 Employees will also perform work which is ancillary or peripheral to their main duties as required and directed by the employer.

12.3 The duties of Part Time employees and Casual employees shall be as directed by the company and shall be in accordance with this Agreement.



12.4 The purpose of this clause is to provide flexible arrangements to service the customers needs and have a flexible workforce, as required and directed by the employer.

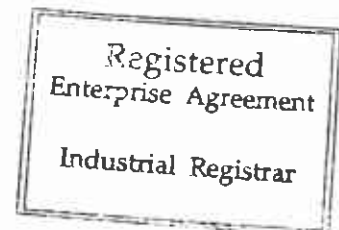
### 13. REDUNDANCY

Should the company deem it necessary for redundancies to occur, such redundancies shall only be in accordance with Mayne Nickless Redundancy Policy.

### 14. PERMANENT PART TIME EMPLOYEE CLAUSE

Permanent Part Time provisions have been agreed to ensure more flexible provisions for employees may be utilised.

- 14.1 Employees engaged under this sub-clause shall be paid an hourly rate calculated on the basis of 1/38<sup>th</sup> 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).
- 14.2 Permanent Part Time employees shall be entitled to Award entitlements on a pro-rata basis (excluding RDO's which do not apply).
- 14.3 An employer must not convert a Full Time employee to Permanent Part Time employment without the written consent of the employee concerned.
- 14.4 Minimum ordinary hours shall be 4 hours in any engagement.
- 14.5 Overtime will apply where a Permanent Part Time employee works as follows:
- (i) in excess of their minimum rostered hours on each day(s) unless alternative arrangements are otherwise Agreed in writing.



## 15.0 CASUAL EMPLOYEE CLAUSE

15.1 A casual employee is an employee engaged as such and paid by the hour. Each period of such engagement will stand alone.

15.2 A casual employee for all ordinary time worked shall be paid on an hourly basis one thirty-eighth (1/38<sup>th</sup>) 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 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 A casual's ordinary hours can be arranged up to the ordinary hours of a full time employee.

15.7 The casual hourly rate will be calculated as follows:

(i) Day work (example):

Base Weekly rate + 15% loading + 1/12 ÷ 38 hours = **Casual Hourly Rate (Day)**

(ii) Shift work (example):

Base Weekly rate + 15% loading + shift allowance + 1/12 ÷ 38 hours = **Casual Hourly Rate (Shift)**

Overtime calculations will not include the 1/12 component or shift allowance component. ie, Base Weekly rate + 15% ÷ 38 = Casual Hourly Rate (then overtime rates apply).





16.1 All employees will work at whatever site they are required by the company within the Metropolitan area of Sydney, subject to operational and customer requirements.

16.2 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 mentioned in 16.1.

16.3 As such, where work volumes dictate, employee(s) following consultation will be portable (within a metropolitan/area only) from one section/location to another within the Company as per 16.1.

16.4 Consideration will be given to the employees qualifications, capabilities and specific product knowledge.

## 17.0 SHIFT PENALTIES APPLICABLE & LEAVE CIRCUMSTANCES

At the time of negotiating this Agreement Employees agreed to implement the following (excluding Employee's identified in Annexure C to this Agreement):-

### 17.1. Shift Penalties

Subject to Annexure D and E, as part of recognising certain ongoing arrangements for afternoon, night or early morning shiftwork all employees working shiftwork will be paid at 20% on the base wage rates for shifts worked. (Day work will not attract a shift penalty).

These arrangements will not interfere with the management's ability to operate and staff its operations to meet customer and operational requirements.

### 17.2. Leave Circumstances

In relation to shifts and related premiums it is agreed they will be calculated, as follows:-

- (a) Shift Penalties will be calculated on a 38 hour week excluding overtime and day work.
- (b) Sick Leave will be paid in accordance with the Transport Industry (State) Award, (as amended) and shift penalties will not apply to sick leave circumstances.
- (c) Annual leave will be based on a 38 hour week over a (four (4) week)/20 day accrual process for a 12 month period and will be consistent with the Transport Industry (State) Award and the Annual Holidays Act (as amended) in NSW. Annual leave loading will be calculated on the base wage rate in accordance with the Transport Industry (State) Award (as amended).
- (d) Long Service Leave will be based on a 38 hour week and will be applied consistent with the Long Service Leave Act (as amended) in NSW.



- (e) All the above forms of leave and other paid leave (including workers compensation) will be based on a 38 hour week calculation, excluding overtime circumstances.
- (f) Pro rata leave for all forms of leave will be subject to appropriate Management approval and will be taken at times so as not to disrupt the business.

## 18.0 ALTERNATIVE ARRANGEMENTS

By mutual agreement in writing, between the parties alternative arrangements may be entered into in respect of Clauses 14 and 15 of this agreement.

## 19.0 SUPPORTING FLEXIBILITIES

As part of implementing work arrangements consistent with our business/customer needs the following will occur, as required by the company:

- 19.1 Starting times maybe staggered or varied to suit business and/or service needs subject to giving employee(s) seven (7) days notice, provided in unexpected circumstances, notice will be given to the employee(s) prior to the cessation of the previous shift. Provided further such notice periods mentioned above may be waived, where the Company and employee(s) agree in writing to do so.
- 19.2 New Roster changes including split shifts (Clause 20) will be implemented to meet the business/customer needs which support and complement such needs subject to 7 days notice being given.
- 19.3 An employee other than a casual employee shall be subject to six (6) month probationary period.
- 19.4 Overtime in the first instance will be offered to permanent employees



20.0

**SPLIT SHIFTS (PERMANENT PART TIME & CASUAL EMPLOYEES)**

- 20.1 Split shifts for Permanent Part Time and casual employee's will be arranged at the discretion of the employer to complement business/customer needs and such split shifts will be paid at the base rate of pay and the applicable shift Allowance. When staffing split shifts the employer will observe that only 25% of casuals and/or permanent part time employees are used on split shifts.
- 20.2 Only two (2) split shifts will occur in any 24 hour period and each split shift will comprise four (4) hours engagement per each shift in peak periods, (ie) 3am to 8am and 4pm to 9pm.
- 20.3 Subject to this Agreement, where a Permanent Part Time employee or casual employee is required by the company to work beyond the four (4) hours in either shift, such employee will be paid overtime provisions as per the Award.
- 20.4 The parties agree to review these arrangements periodically to ensure a commonsense approach is occurring to meet the operational and customers needs.

21.0

**New Technologies**

All employee(s) agree to co-operate with the implementation of new technology initiatives. Inconjunction with Clause 12 Duties of this Agreement which refers to the use of scanners and new technology, all employee(s) understand and agree they will work in a manner which is flexible and optimises the full potential of any new technology used to serve the business and the customers needs.

22.0

**Bankstown – Additional Provisions**

The parties have agreed to additional provisions at the Bankstown depot to cover previous arrangements agreed to at this site (see Annexure D).


Where there is written Agreement one or more flexibilities from Annexure D may be utilised at the other sites identified in Clause 3 Parties Bound.



*Signed for and on behalf of*

Signatories

Date

  
\_\_\_\_\_

Senior Manager  
Mayne Nickless Express

15.6.00  
\_\_\_\_\_

  
\_\_\_\_\_

Witnessed by

*Signed for and on behalf of*

Signatories

Date

  
\_\_\_\_\_

Transport Workers Union of Australia  
New South Wales Branch  
Anthony Sheldon  
State Secretary

  
\_\_\_\_\_

Witnessed by

5/6/2000  
\_\_\_\_\_

S. ROWAN  
\_\_\_\_\_

(Print Name)

