

ENTERPRISE AGREEMENT

NO: E.A. 4 /1993

DATE REGISTERED: 5-1-93

PRICE: \$ 10-00

ENTERPRISE AGREEMENT

(1) Parties to the Agreement

This Enterprise Agreement, made in pursuance of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act, 1991 entered into on July 23, 1992 between Manhood Transport Company Pty Ltd of 6 Reid Street, Marks Point, Newcastle on the one part and the employees of Manhood Transport Company Pty Ltd within the following occupations of Transport Workers on the other part.

(2) Title of Agreement

The Agreement shall be known as the Manhood Transport Company Pty Ltd Enterprise Agreement.

(3) Intention

The agreement shall apply only to those employees in the occupations identified, situated at the following location(s).

- (i) 6 Reid Street, Marks Point, Newcastle
- (ii) Lot 17, Mitchell Road, Cardiff, Newcastle

(4) Duress

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

(5) Incidence

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry (State) Award.

Apart from the clauses specified in this agreement all other clauses of the Transport Industry (State) Award, including the Disputes Procedure, shall apply.

(6) **Enterprise Agreement**

The following is the agreement reached between the employees and management of Manhood Transport Company Pty Ltd.

(i) In lieu of Clause 8, Hours of Employment, subsection (i) Day Work part b, read; Ordinary hours of work shall not exceed 38 hours per week and should not exceed 10 hours in any one day (exclusive of meal breaks) on any day Monday to Friday between the hours of 2am and 10pm.

(ii) In lieu of Clause 8, Hours of Employment, subsection (i) part (j), commencing and Finishing Times, read; Because of the special nature and requirements of the pick up and deliveries times of the magazines and newspapers which are basically regular on a weekly basis but wholly irregular on a daily basis, the starting times of any such ordinary hours may be varied on a roster basis so as to suit operational requirements. Working in ordinary working hours shall be deemed to have finished for those employees in attendance when a period of 8 hours, or if circumstances so require, by mutual agreement 4 days by 10 hours, exclusive of a meal break, calculated from the rostered starting time, has elapsed.

(iii) In lieu of Clause 8, Hours of Employment, subsection (iii) Permanent Part-Time Employees, parts a, c, & f, read; permanent part time drivers may be engaged, with guaranteed minimum of four hours a day, but may work by mutual agreement up to a maximum of forty hours a week, e.g. if required to fill in for Rdo's, sick, annual or long service leave.

(iv) In lieu Clause 24, Meals, subsection (i) & subsection (ii) part c, read; On the days Monday to Friday, there shall be one unpaid break of not less than 30 minutes nor more than one (1) hour at such time as fits in with the company's operational requirements.

(v) In addition to Clause 42 Shift Work subsection (ii) b(3). A day worker may be rostered to work shift work to make up part of his ordinary hours or to relieve for Rdo's and or leave (sick, annual, long service). If so required to work will be paid the shift allowance appropriate to that shift.

(vi) In lieu of clause 42, Shift Work subsection (ii) a (3) & (vi) read; Shift Workers whilst working shift work shall be entitled to a paid crib time of 20 minutes. Crib time on any shift to be taken at such times as fits in with the operational requirements of the company.

(vii) RDO's in line with the 38 hour week agreement will be taken to suit operational requirements of the company.

(viii) Superannuation. The company shall pay a 5% salary increase based upon the award rate prescribed in clause 3 of the award. This increase to be paid in the form of a "salary sacrifice" to a complying Superannuation Fund nominated by the employee and approved by the employer. This payment to be in addition to any payments required under the Transport Workers Superannuation Award.

This agreement shall operate from the date of registration and shall remain in force for a period of 12 months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act, 1991.

Signed for and on behalf of Manhood Transport Company Pty Ltd

Signature: *S. Marshall*

Name: *S. Marshall*

Occupation: *DIRECTOR*

Common Seal of Company

Witness: *R. Morris*

Date: *25/11/92*



Signed by Employee(s)

Signature: *P. Jones*

Name: *P. JONES*

Occupation: *DRIVER*

Witness: *R. Morris*

Date: *25/11/92*

Signed by Employee(s)

Signature: *L. Worrell*

Name: *L. WORRELL*

Occupation: *DRIVER*

Witness: *25/11/92*

Date: *R. Morris*

Signed by Employee(s)

Signature: G Jones
Name: G. JONES
Occupation: DRIVER
Witness: P Morris
Date: 25/11/92

Signed by Employee(s)

Signature: I T Hawkins
Name: I.T. HAWKINS
Occupation: DRIVER
Witness: P Morris
Date: 25/11/92

Signed by Employee(s)

Signature: B Grant
Name: B. GRANT
Occupation: DRIVER
Witness: Wherry
Date: 26.11.92

Signed by Employee(s)

Signature: G Rich
Name: G RICH
Occupation: DRIVER
Witness: Wherry
Date: 26.11.92