

# ENTERPRISE AGREEMENT

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DATE REGISTERED: 16-8-94

PRICE: \$ 28-00

**MCPHEE TRANSPORT  
NEW SOUTH WALES COUNTRY  
NEWCASTLE  
ENTERPRISE AGREEMENT  
COPY ONLY**

**Preamble.**

The parties to this agreement have through numerous meetings and discussion pursued an enterprise agreement recognising that the agreement is aimed at flexibility.

The company acknowledges and recognises the past contribution made by its employees through their efficiency, productivity, flexibility, quality of service to its customer base and their industrial responsibility.

(a) The willingness to embrace new and untried systems with the aim of implementing systems by increasing their workload rather than adding additional staff.

(b) Their acceptance and assistance to the company when management are entertaining existing or potential customers through the terminal

(c) Their responsibility to industrial relations and lack of demarcation or workpractice issues has made for a very stable working environment

(d) The company recognises and accepts that the high level of productivity achieved by its employee base has helped to place the Company in its current high standing in the express freight industry.

*[Handwritten signatures and initials]*  
D.A.  
P. Kelly  
C. Hill  
M. Kennedy  
R.D.  
R.M.  
R.L.

MCPHEE TRANSPORT N.S.W COUNTRY NEWCASTLE  
ENTERPISE AGREEMENT DOCUMENT

The company tables a document headed "Benefits to the Company" which can be generally described as a list of benefits and productivity gains some of which are already in place , and some items which are not in place and relate to a change in the award provisions.

The N.S.W depot that is party to this agreement is Newcastle.

The company offered that if the Benefits to the Company list submitted and agreed to at individual meetings at each yard and signed by each employee it would adjust the wage rates of all existing employees covered by the Transport Industry Wages (State) Award by \$18.50 on the base rate of pay inclusive of the 1993 State wage case minimum rate adjustment of \$8.00 .

It was further agreed that 6 months from date of signing an additional adjustment to the wage rates of \$4.30 would be made.

*DRD*  
*DRD*  
*DRD*  
*DRD*  
Allen Kelly  
*RS*  
*RA*  
*RS*

## ENTERPRISE AGREEMENT

### (1) Parties to the Agreement.

This Enterprise Agreement, made in pursuance of the Industrial Relations Act 1991 in accordance with the provisions of Part 3 Division 2 of the said Act, to regulate the following terms and conditions of employment between,

J McPhee & Son (Australia) Pty Limited of 23 Bennelong Road, Homebush Bay, N.S.W. 2140

and

The Employees in the McPhee Transport Newcastle depot.

### (2) Title of Agreement

This agreement shall be known as the "McPhee Transport New South Wales Country Newcastle" Enterprise Agreement

### (3) Definitions

For the purpose of this agreement the following definitions shall apply.

1. "Agreement" shall mean the enterprise agreement to which this document refers.
2. "Employee" shall mean any person who works under the Transport Industry Interim (State) Award conditions at the direction of the employer and receives payment in terms of this agreement.
3. "Employer" shall be the body directing the employees in this agreement being the company known as J. McPhee & Son (Australia) Pty Limited trading as McPhee Transport.
4. "Enterprise" shall mean the transport depot operated by McPhee Transport Newcastle, 1B George Street, Mayfield East, 2304.
5. "The Act" shall mean the Industrial Relations Act of New South Wales, 1991.
6. "Union" shall mean the Transport Worker's Union of Australia, New South Wales Branch.
7. "Award" shall mean the Transport Industry Interim (State) Award or any Award replacing, succeeding or modifying that award that binds the employer.

*Handwritten signatures:*  
DND  
[Signature]  
[Signature]  
Allen Kelly  
RS  
RS

(4) "Area and Incidence."

This agreement shall be read in conjunction with the Transport Industry Interim (State) Award and the Transport Industry Wages (State) Award and where any inconsistency between this Enterprise Agreement and the awards mentioned the conditions of the Enterprise Agreement shall prevail.

(5) "Duress"

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

(6) "No Precedent"

It is agreed that no part of this Agreement shall be used as a precedent by either party in any other negotiations or proceedings

(7) "No Further Claims clause."

Both parties agree that for the duration of the agreement not to pursue any extra claims, or over award payments.

(8) "Disputes and Grievances Settlement Procedures."

The procedures for the resolution of grievances and industrial dispute concerning matters arising under this enterprise agreement shall be in accordance with the grievances and disputes procedures as prescribed by the Industrial Relations Act, 1991, and shall be dealt with as per clause 45. Disputes Procedure as set out in the Transport Industry (State) Award as follows:

(a) In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor may attempt to resolve the matters in issue in the first place.

(b) In the event of failure to resolve the dispute at job level the matter may be subject of discussions between an organiser of the Union and the Transport manager.

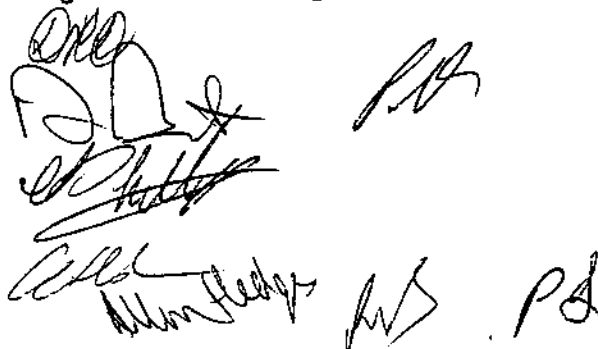
(c) Should the dispute still remain unresolved the Secretary of the Union or his representative may confer with senior management.

(d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

(e) All work shall continue normally while these negotiations continue

(9) "Length of term of Agreement"

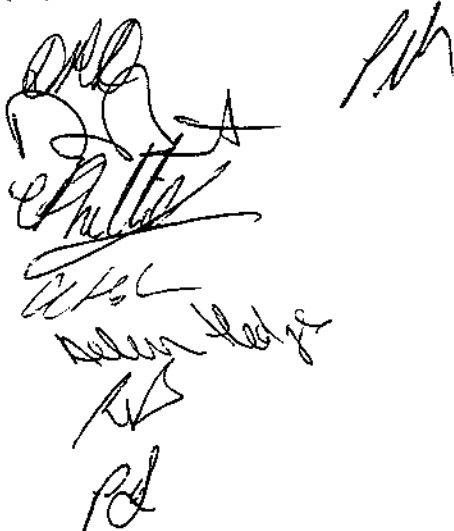
The length of term of this agreement is for 12 months from date of registration.

The block contains several handwritten signatures in black ink. On the left side, there are three distinct signatures stacked vertically. On the right side, there are two more signatures, one above the other. The signatures are cursive and appear to be the names of the representatives of the Union and the Transport Industry.

'APPENDIX'

BENEFITS TO THE COMPANY.

- (10) E.F.T.Payment of wages.
- (11) Notification re meal money
- (12) Sick leave/absenteeism
- (13) Cubing and check weighing
- (14) Stickers of freight
- (15) Company uniforms
- (16) Employees attitude/appearance
- (17) Security procedures
- (18) Vehicle cleanliness
- (19) Termination of employee's
- (20) Union dues.
- (21) Rostered days off.
- (22) Four ( 4) hour casuals
- (23) New employees.
- (24) Restructuring Agreement
- (25) Training/New Technology
- (26) Productivity.
- (27) Flexibility.
- (28) Union meetings.

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**(10) Payment of wages. Clause 23 (i)**

All employees wages are to be paid direct by electronic transfer to the bank of their choice.

Existing employees are to have a maximum three month period from signed date of agreement to notify particulars of their bank account.

New employee wages are to be paid direct to their nominated bank accounts from date of starting.

Should undue difficulties occur regarding bank payments arriving late to the nominated bank the company is not adverse to bringing the pay day forward.

**(11) Meal money. Clause 24 (ii) (a)**

Remove the need to notify employees required to work overtime.  
No meal money to be paid.

**(12) Sick leave/absenteeism. Clause 25**

Notification of inability to attend work on any given day due to illness, must be done prior to the commencement of normal starting times, and to give further notification within twenty four hours if duration of absence is longer than one day and nature of illness.

The company has the right to ask for proof of evidence to verify reason for absenteeism

**Additional clause.**

Should undue absenteeism by T.W.U. members (permanent and contractor) on any given day prevent or cause the Company to offer less than the normal or expected service on behalf of its customer base, and provided that the criteria relating to the clause on "Casual Employees" are met, the management and supervisory staff must have the right to take the necessary action needed to run the business taking into account at all times to fully utilise and liaise directly with its TWU member base.

**(13) Cubing and check weighing**

The financial success of our company depends on being paid correctly for the work we do. The correct cubing and check weighing of freight is vital and to achieve this the parties are committed to improve our current performance on a daily basis

**(14) Stickers of freight.**

To speed up the flow of freight through the depot and to reduce the incidence of misdirected freight a total commitment is given to ensure that all freight is correctly stickered.

A collection of handwritten signatures and initials, including a large signature on the left, a signature in the middle, and several initials (RS, RS) on the right.



**(15) Uniforms. Clause 29**

To be worn at all times by employees as follows..

Drivers/drivers dockhands to wear the uniform as issued on leaving the depot and at all times when representing our company outside the depot. The company has at all times the right to nominate the style and design of the uniform and to recall any uniforms which are not the companys current issue. Should any clothing other than the nominated uniform be worn a letter of concern will be issued, further continuation will result in the person being refused a start until they conform.

On resigning or leaving the company all uniforms must be returned to the Company prior to termination money being paid.

**(16) Attitude/Appearance.**

It is most important that we understand the importance that our customers place on the attitude of our employees as they see them as an extension of their business. The company spends a lot of time and money on presentation with its trucks and uniforms and it sees the apperance of its employees as just as important, employees presenting themselves for work in an untidy/unshaven manner will be required to remedy this situation before starting.

**(17) Security procedures.**

(a) All vehicles must be secured at all times by means of a keyed locking device (Subcontractors/Taxi truck operators to supply to company standards) Padlocks must be used to secure rear and side doors. Vehicle must not be left in an unlocked state. Keys not to be left in the ignition. Non compliance of vehicle security endangers our customers freight and is a dismissable offence.

(b) The parties are committed to the correct manifesting and recording of deliveries and pick ups as per the manifest supplied .The correctness of this document is vital as it is used to improve our customer service operation and used as a security check over the signed proof of deliveries being returned.

The information captured from these documents also forms the basis of our productivity recording system and is vital that it is correct.

**(18) Vehicle cleanliness.**

It is the drivers resposibility at all times to keep his vehicle in a neat and tidy condition, and to ensure that the necessary daily checks are carried out on his vehicle. eg oil,water etc.

Sub contractors/Taxi Truck operators are responsible for the full care and maintenanca of their own vehicle.

**(19) Termination of employment.**

An employee dismissed for misconduct shall be paid only for time worked up until he leaves the premises..

**(20) Deduction of Union dues.**

With the implementation of E.F.T Wage payments the company agrees that it is prepared to deduct union dues on a weekly basis from all T.W.U members if requested.

*[Handwritten signatures and initials on the right margin, including "Adam Hood" and "Pd"]*

(21) Rostered days off.

The parties have agreed that due to the extra pressure created by employees in small depots taking their R.D.O and the need to cover their absence, the Company will pay monthly the equivalent amount in lieu of the day off. However with due consultation the Company will be sympathetic with the employee should the need arise for him to take a RDO should unforeseen circumstances arise.

(22) Casual employees. Minimum four (4) hours

The parties agree that due to increased work load, excessive absenteeism, the Company reserves the right to engage such numbers of casual employee's that in its opinion is operationally appropriate to run the business on a day to day basis with the minimum engagement period being for (4) hours. It is not the Company's intention to use casual labour to reduce the Company's established staffing levels the hours they work or their income.

(23) New Employees.

Each new employee will be employed under the following terms and conditions:

The new employee will be paid the rate of pay as stipulated in the award for that classification.

Three month probationary period - During this time the Operations Manager and Supervisory staff will review the employee's progress on an ongoing basis and have discussion with the employee regarding their progress.

After the three month probationary period the employee may be offered a full time position if they have shown all the necessary attributes required

Once the three month probationary period has been completed and the employee takes on a permanent role he will be paid the award rate plus any additional monies due under this "Enterprise Agreement"

The Company will provide or make available a copy of the current Enterprise Agreement that the employee is required to work under.

(24) Restructuring Agreements, 1988.

The employees have reconfirmed the restructuring agreement and their commitment to it, especially in relation to the Company being able to run its operation in an effective and harmonious manner, keeping in mind at all times the need to fully utilise its employees and to allow Supervisors and Management the right to handle and have direct input into freight which is of a security nature, damaged, out of control, or is causing or likely to cause stress or concern to its customer base.

(25) Training and further technology

The company will continue to invest in new technology and training to further improve productivity .

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**(26) Productivity.**

It is agreed that the company will continue to monitor the productivity of its fleet to ensure that the average productivity of the pick up and delivery fleet meets the criteria set down by the company.

It is understood that this figure is the mean average across the whole parcel fleet as it stands to day, and varies in each depot.

**(27) Demarcation/flexibility**

Due to the size and nature of the work performed in the country branches the supervisory/management staff must be in a position to help in the freight handling and sorting function and where necessary and with due consultation assist with deliveries.

**(28) Unpaid Union Meetings.**

All union meetings to be in employees own time unless agreed with management and such time is to be unpaid.

*[Handwritten signatures]*

(29) Minimum Conditions of Employment (Newcastle)

Rates of Wages.

Wages will be the rates specified in the Transport Industry (State) Award plus an increase of \$18.50 per week from the date of registration of the Enterprise Agreement.

A further increase of \$4.30 will occur six months after registration.

*[Handwritten signatures and initials]*  
D.L.  
C. Smith  
M. J. [unclear]  
Allan [unclear]  
R.B.  
R.L.

**McPhee Transport Newcastle**

**Employees signatures.**

**BALLENDEN. Robert Craig. 103 Weblands Street, Rutherford. 2320** Ph: (049) 661 438

*R.C. Ballen*

*Robert Ballen*

**HEDGES. Allan William. 16 Edden Street, Adamstown. 2289** Ph: (049) 529 661

*Allan W Hedges*

*Allan Hedges*  
*AWH*

**HOLMES. Kevin Morton. 18 Vista Road, Sunshine. 2264.**

Ph: (049) 705 174

*Kevin Holmes*

*Kevin Holmes*

**KINGSTON. John Frederick. 16 The Halyard, Port Macquarie. 2444.**

Ph: (065) 831 765

*John Kingston*

**McCARTHY. Peter Justin. 28 Goundary Street, Gateshead. 2290.**

Ph: (049) 436 284

*Peter McCarthy*

*Peter McCarthy*


**PHILLIPS. Christopher Duan. 17 Kestrell Avenue, Mt Hutton. 2290**

Ph: (049) 484 286

*Christopher Phillips*

*Christopher Phillips*

**BEACROFT. David George. 8 Vena Street, Glendale. 2285. Ph: (049) 548 634**






**MERCHANT. Paul John. 70 Brown Street, Raymond Terrace. 2324 Ph: (049) 873 471**



**DAVIS. David Robert. 92 James Street, Windale. 2306**

Ph: (049) 485 713



**McPhee Transport Newcastle.**

**Employers signatures.**

**ROACH.John Frederick. 20 Hambledon Avenue,Baulkham Hills.2153**



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**McPhee Transport (N.S.W.State Manager)**

**TATUM.Patrick Joseph. 43 Coorabin Street,Gorokan.2263**



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**McPhee Transport (Newcastle Branch Manager)**