

# ENTERPRISE AGREEMENT

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DATE REGISTERED: 6-9-94

PRICE: \$ 26-00

**MCPHEE TRANSPORT**

**SYDNEY**

**ENTERPRISE AGREEMENT**

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**DOCUMENT**

**J.MCPHEE & SON (AUSTRALIA) PTY LIMITED**

**TRADING AS**

**MCPHEE TRANSPORT**

**ENTERPRISE AGREEMENT**

**FOR**

**THE SYDNEY TERMINAL**

**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.**

## MCPHEE TRANSPORT SYDNEY ENTERPRISE AGREEMENT DOCUMENT

The company tables a document setting out "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 company offered that if the Benefits to the Company list submitted and agreed to at a full yard meeting on Monday 14th, March, 1994 and signed for by an authorised person from the NSW branch of the Transport Workers Union it would adjust the wage payment of all existing employees covered by the Transport Industry Interim (State) Award by \$18.50 on the base rate of pay after the 1993 State wage case minimum rate adjustment of \$8.00 was applied.

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

**BENEFITS TO THE COMPANY.**

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

A handwritten signature in black ink, appearing to be 'CH' followed by a stylized flourish.

## 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 partially regulate the following terms and conditions of employment between,

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

and

The Transport Workers Union (NSW Branch)

### (2) Title of Agreement

This agreement shall be known as the "McPhee Transport Sydney Depot 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 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 for the Sydney operation.
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.

### (4) "Duress"

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



**(5) "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**

**(6) "No Further Claims clause."**

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

**(7) Disputes Settlement Procedures.**

**The procedures for the resolution of grievances and industrial disputation 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 shall 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 shall 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 will 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 are taking place.**

**(8) Length of term of Agreement.**

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



**(9) 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.

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

Remove the need to notify employees required to work overtime.

No meal money to be paid.

This practice is currently in place.

**(11) 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

Requirements of the Industrial Relations Act, 1991.

In reference to the requirements of Section 122 of the Industrial Relations Act 1991 the following particular provisions of the award shall apply (except as otherwise provided for in this Agreement)

Clause 25 - Sick Leave, provided that in all circumstances permanent employees in the first year of service shall, having completed three months of service, be entitled to utilise their then yearly accrual for absences which occurred during the first three months of service subject to the usual requirements of establishing the need for such leave.

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.

**(12) 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 we must have a commitment by all employees to improve our current performance on a daily basis



**(13) Stickers of freight.**

To speed up the flow of freight through the depot and to reduce the incidence of misdirected freight a total commitment by all drivers must be given to ensure that as much freight as possible is correctly stickered.

**(14) Uniforms. Clause 29**

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

**On road uniform**

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.

**In depot uniform**

A new in depot uniform is currently being designed,the old uniform of tee shirt,singlet, and ruggar shorts will be the minimum acceptable standard till implementation.

All uniforms or the equivalent in cost must be returned /paid to the company by the employee prior to terminating or leaving the company 's employ

**(15) 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 appearance 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.

**(16) Security procedures.**

**(a) All vehicles must be secured at all times by means of a 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 dismissal offence.

**(b) Manifesting and recording of deliveries and pick ups as per the manifest supplied in the correct manner is required to improve our customer service operation and as a security control over the signed proof of deliveries being returned.**  
The information captured from these documents forms the basis of our productivity recording system and is vital that it is correct.



**(17) Vehicle cleanliness.**

The company accepts the responsibility to keep clean the exterior of Company owned vehicles, it is the drivers responsibility to keep the cab interior clean and free from litter and rubbish at all times.

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

**(18) Termination of employment.**

An employee may only be terminated or leave by either party giving one week notice on either side which may be given at any time or by payment by the employer or by forfeiture by the the employee of a weeks pay in lieu of notice.

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

**(19). 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

**(20) Rostered days off.**

The employees undertake to provide the company with flexibility with regard to taking their rostered days off on a voluntary basis.

(a) An employee may elect to forfeit their annual allocation of RDO's and be paid at the ordinary rate of pay on a monthly basis.

(b) An employee may elect to forfeit part of his annual allocation of RDO's and be paid for those days not taken.

(c) An employee may elect not to forfeit any RDO's and have their allocated day off each month.

The employee must undertake whichever option they may choose to make a pre-planned commitment for a minimum period of six months.

The company is prepared to be sympathetic to the genuine needs of the individuals who elect to forfeit part or all of their RDO's should unforeseen circumstances arise.

PH  
OK

**(21) Casual employees. (minimum 4 hours)**

The company to have the right to employ casual labour with a minimum engagement period of four (4) hours provide that we follow certain criteria and procedures , and at no time will casual labour be used to reduce the Company's established staffing level, the hours that they work or their income level.

(a) Where known difficulties arise on the AM shift on any given day due to absenteeism,excessive work load etc, the Company agrees that should it require additional people to allow the shift to operate at its maximum efficiency, the additional people shall be drawn from the employee's on the PM shift.

If after canvassing all PM shift employee's there is still a shortfall in numbers for the AM operation , four (4) hour casuals will be utilised.

(b) Where difficulties arise on the PM shift due to absenteeism, use of PM people on the AM shift or excessive work load the number of people needed to run the PM shift will be supplemented by four (4) hour casuals.

(c) The Company may choose if it so desires to draw upon the casual labour pool to fill any existing permanent position that may arise, providing that the person is employed on a full time basis.

**(22) 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 trial 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 qualifying period the employee will be offered a full time position if they have shown all the necessary attributes required

Once the three month qualifying 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 an "Enterprise Agreement"

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

**(23) Restructuring Agreement, 29th March, 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.



**(24) Training and further technology**

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

**(25) Productivity.**

**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.**

**The current contact rate stands at 52-55 contacts per day.**

**This productivity rate does not mean that every vehicle is required to do a minimum 52-55 contacts daily. It must be understood that this figure is the mean average across the whole parcel fleet as it stands to day.**

**Productivity for the bulk fleet currently sits on 14-16 contacts per day.**

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**(26) Minimum Conditions of Employment.**

**Rates of Wages.**

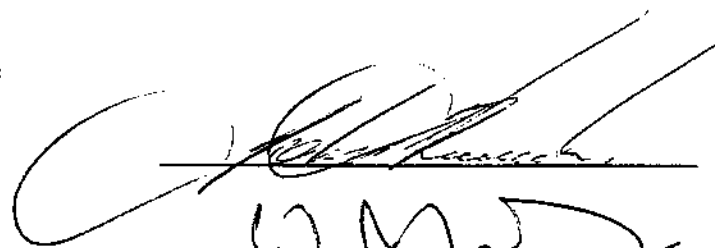
**Wages will be the rates specified in the Transport Industry (State) Award plus an increase of \$18.50 per week from the date of registration of the Enterprise Agreement.**

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

**Hours of employment will be as per the award conditions.**

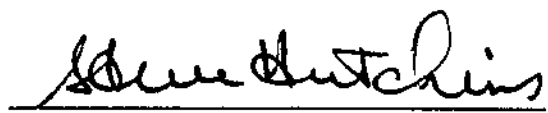
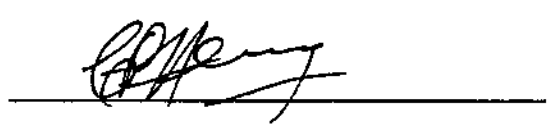
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SIGNED for and on behalf of  
MCPHEE. TRANSPORT

  
\_\_\_\_\_  
W.M.J.

In the presence of

SIGNED for and on the behalf of  
THE TRANSPORT WORKERS' UNION  
OF AUSTRALIA, NEW SOUTH  
WALES BRANCH

  
\_\_\_\_\_  
  
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In the presence of