

ENTERPRISE AGREEMENT

NO: E.A. 396 /1994

DATE REGISTERED: 6-10-94

PRICE: \$ 10-00

**DANZAS PTY LIMITED
(New South Wales)**

ENTERPRISE AGREEMENT

1. This agreement has been entered into between DANZAS PTY LIMITED of 6-8 RICKETTY STREET, MASCOT (The Company) and the employees whose names and particulars are scheduled hereto, in order to give effect to determined arrangements modernising the terms of the Transport Industry (State) Award to provide for more flexible working arrangements, improve the quality of working life, enhance skills and assist positively in process of restructuring at the workplace. The employees and each of them are engaged in the occupation of Loader Freight Forwarders Depot/Driver.
2. For these purposes, discussion has taken place at enterprise level by way of a consultative mechanism involving representatives of management and the employees collectively.
3. The enterprise referred to in this Agreement is the freight forwarding operation of the Company conducted out of the premises at 6-8 Ricketty Street, Mascot.
4. The provisions herein have been genuinely agreed by a majority of the employees. All employees have been advised of the relevant provisions of the said Award.
5. It is acknowledged hereby that no employee shall lose income as a result of these provisions being entered into, except insofar as agreement may have been reached for the employee to forego income in favour of a commensurate alternative benefit.
6. The matters hereby agreed are as follows:
 - 6.1 With respect to Award Clause 8(1)(b), ordinary hours of works shall be provided between 6.00am and 7.00pm and shall not exceed eight (8) hours per day (exclusive of meal break). Employees may be required to commence work at 6.00 a.m. from time to time to meet the requirements of the enterprise.
 - 6.2 The provisions for working a 38 hour week (Clause 8(f)A and 8(f)B) shall be available in the entirety for work performed at the site.
 - 6.3 Times of commencement and finishing work (Clause 8(j)) may be fixed by the Company to meet particular needs on any day, and such hours shall be fixed only insofar as it is necessary to meet such needs. When necessary, in order to meet some particular need, the Company may agree with an employee to change a commencing time, or finishing time, for work on any day, provided that such agreement is reached before the end of the shift worked prior to the change being sought.

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6.4 The Company may reach agreement with any employee for the employee to work ordinary hours of work during a week of any five days, Monday to Saturday inclusive. In any such arrangement, the employee will work pursuant to a roster providing for a day in lieu of the Saturday worked, within ten (10) working days of the Saturday worked. These provisions shall apply in lieu of those of Clause 8(i)(b) Clause 17 and Clause 19, insofar as a change is effected. Employees may be required to work on a Saturday from time to time pursuant to these provisions to meet the requirements of the enterprise.

6.5 Otherwise, employees working overtime may agree with the Company to be permitted to take time off without loss of normal pay commensurate with the overtime worked at a subsequent time -

e.g. An employee who works overtime of up to two (2) hours will be permitted, pursuant to such agreement, to take fifteen (15) minutes off work without loss of pay for each ten (10) minutes, part thereof, of overtime worked. Should such overtime extend beyond two hours, the employee will be permitted an additional five (5) minutes off (making twenty (20) minutes off in all) for each ten (10) minutes overtime worked in excess of two (2) hours. Such period of entitlement to take time off may be allowed to accumulate in the same way as entitlement to be paid accrues for working such overtime.

In the event that circumstances do not allow for the taking of time off, payment shall be made for accrued overtime as provided in the Award. No accrual for time off shall extend beyond a period of accumulation of one (1) month without payment for the overtime so accrued.

6.6 Casual employees shall be engaged as such and paid for all hours worked on any day, Monday to Saturday, according to the following formula:

Prescribed Rate X 1.105 + 15% + 8.33% (annual leave component)
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which rate of pay shall be advised to the employee prior to work commencing. All casual work shall be deemed to be for a per shift basis only. Casual employees shall be paid for a minimum four hours for each start. The number of hours to be worked by casuals shall be advised at the commencement of each shift, and the casual employee shall be entitled to payment for all hours so advised irrespective of whether the hours advised are worked or not (up to a maximum of eight hours). Where a casual employee has been advised that the hiring is for ten hours or less, and the actual hours exceed ten hours, payment for all hours as exceed ten shall be at the rate calculated under the above formula, together with a loading of 25%.

6.7 It is a condition of employment that all weekly employees have the skills and experience relevant to classification as Transport worker minimum Grade 3, and are able to perform any of the functions prescribed for such classification, together with any function prescribed for any lesser classification. When directed, an employee will undertake and perform any task for which he is so qualified, and possesses the requisite skills.

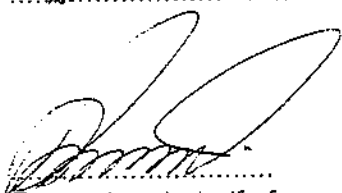
6.8 An employee covered by this agreement who takes sick leave during the first three months of employment shall receive payment for such sick leave at the completion of one year's service, provided he has accumulated sufficient sick leave credit at that time.

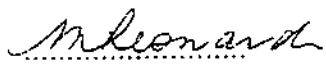
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- 7. In the event that any dispute arises over any matter in this Agreement, including with respect to the interpretation of any provision hereof, it shall be dealt with pursuant to Clause 48 - Dispute Procedure - of the Award.
- 8. No claim shall be made by either party hereto against the other during the currency of this Agreement with respect to any matter hereunder, except with respect to any claim which is consistent with the wage fixing principles of the NSW Industrial Commission (including with respect to variation to rates of remuneration by virtue of State Wage Case decisions) or matters which are designed to further modernise Award provisions applying on site.
- 9. The parties acknowledge that this Agreement has been reached without any duress of any kind being exerted by either one party or the other.
- 10. This agreement shall commence on the date of ratification and shall continue in force for a period of two (2) years.

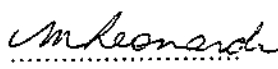
IN WITNESS THE PARTIES HAVE SIGNED HERETO ON THE21..... DAY OF
SEPTEMBER 19 94.....



 For and on behalf of
 DANZAS PTY LIMITED

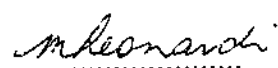
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) In the presence of
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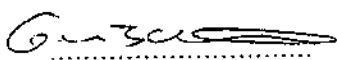
BY THE EMPLOYEES

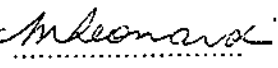

 Anthony Glohe


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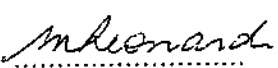

 Wayne Emanuel

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) In the presence of
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) (Witness)


 Graeme Botham

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) In the presence of
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) (Witness)


 Brian O'Sullivan

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