

**ENTERPRISE AGREEMENT**

**NO: E.A.** 54 /1994

**DATE REGISTERED:** 25-2-94

**PRICE: \$** 34-00

**ANSETT FREIGHT EXPRESS**

**(MASCOT)**

**ENTERPRISE AGREEMENT**

**21 SEPTEMBER 1993**

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ENTERPRISE AGREEMENT dated the twenty first day of September 1993.

BETWEEN

(1) ANSETT FREIGHT EXPRESS, A DIVISION OF ANSETT TRANSPORT INDUSTRIES (OPERATIONS) PTY LTD

and

(2) THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

### RECITAL

The employees covered by this Agreement are persons employed in the occupations to which this Agreement applies.

The making of this Enterprise Agreement is consistent with the terms of the Agreement endorsed by the Union members at the Ansett Freight Express Mascot operation on Tuesday the twenty first day of September 1993.

### OPERATIVE PROVISIONS

#### CLAUSE 1 - OBJECTIVES

The employer shall pay to all employees a 6% wage increase in return for the objectives of this Agreement being fully met on a lasting and continuing basis. The objectives of this Agreement are to improve the efficiency and reduce the labour cost of operating the terminal by:

- (a) Reducing the utilisation of casual employees and by using casual employees in a supplementary capacity to full time permanent employees;
- (b) Utilising permanent part time employees as operationally required;
- (c) Reducing the current rate of employee unauthorised absences and sick leave;
- (d) Altering employees hours of work;
- (e) Dockhands to become multi-skilled by obtaining a Class 3 and/or forklift licence as required by the employer;
- (f) The formation and satisfactory operation of a Continuous Improvement Committee.

**CLAUSE 1 - OBJECTIVES - continued**

- (g) Assisting in obtaining additional commercial contracts for the employer and work for employees.
- (h) Company drivers to cube and checkweigh all freight in a cost effective manner.
- (i) Company drivers to improve minimum average daily contact rates.
- (j) The elimination of the majority of courier costs.

**CLAUSE 2 - TITLE AND TERM**

- (a) This Agreement shall be known as the Ansett Freight Express (Mascot) Enterprise Agreement.
- (b) This Agreement shall operate from the date of registration and shall have a nominal term of twelve (12) months.

**CLAUSE 3 - AREA AND INCIDENCE**

This Agreement shall apply to the employer and persons employed by the employer:

- (i) in the relevant occupations within the scope of the Award; and
- (ii) at (or operating from) the Ansett Freight Express facility located at 33 Kent Road, Mascot, New South Wales.

**CLAUSE 4 - DURESS**

This Agreement was not entered into under duress by any party to it.

**CLAUSE 5 - CONDITIONS OF EMPLOYMENT**

- (a) Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award, this Agreement shall prevail.
- (b) The making of this Agreement does not preclude the making of further Agreements during the term of this Agreement about other conditions of employment.

**CLAUSE 6 - CASUAL EMPLOYEES**

- (a) The employer may engage casual employees as operationally required and the minimum engagement and payment for a casual employee shall be five (5) hours.
- (b) The number of casual employees utilised at any time may not exceed 25% of the total number of permanent employees employed by the employer plus one.
- (c) In spite of subclause (b) of this Clause, the ratio shall be exceeded in circumstances where a casual employee employed is utilised for the whole or part of a work day or shift in lieu of a permanent employee as a result of a permanent employee being absent or on leave.
- (d) Volunteer permanent dockhands may be utilised in lieu of casual labour at the ordinary permanent hourly rate plus 50% (i.e. \$16.88 per hour) in accordance with the following:
  - (i) Only volunteer permanent dockhands shall be used in this capacity.
  - (ii) A volunteer permanent dockhand shall have first preference to work offered to a casual employee consistent with an agreed procedure provided that it is operationally practical for such volunteer permanent dockhand to perform the work.
  - (iii) The minimum engagement under such circumstances shall be 5 hours.
  - (iv) The operation of this subclause is mutually exclusive and distinct from circumstances where the employer requires a permanent employee to work overtime on overtime rates of pay in accordance with Clauses 17 and 18 of the Award.
  - (v) This subclause shall not apply to work performed on weekends and/or public holidays.

**CLAUSE 7 - SICK LEAVE AND UNAUTHORISED ABSENCES**

- (a) Sick leave and unauthorised absences shall be reduced significantly per employee per annum.
- (b) If an employee is absent in excess of one year's entitlement of sick days, the yard procedure contained in Attachment 1 shall apply.
- (c) Where an employee reduces sick leave and unauthorised absences (proof of which shall be that the employee has sufficient sick leave to forfeit accrued sick leave under Clause 8 (i) of this Agreement) the employee will be entitled to a bonus for such achievement. The amount of the bonus will be equivalent to the value of any sick leave the employee elects to forfeit under Clause 8 (i), and shall be paid in the week prior to the week in which Christmas Day falls.

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CLAUSE 8 - SICK LEAVE

- (a) "Year" shall mean a period of twelve months measured for each employee from the date of commencement of the current period of employment.
- (b) An employee, other than a casual employee, who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
  - (i) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the employee's ordinary starting time on the first day of absence, and in any event within twenty four hours, inform the employer of the inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
  - (ii) The employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day for which sick leave is claimed.
  - (iii) Except as hereinafter provided, the employee shall not be entitled in any year (as defined) to leave in excess of one week of ordinary time.

Provided that:

- (1) If employment continues with the one employer after the first year, the employee's sick leave entitlement shall increase to a maximum of eight days of ordinary working time at which figure it shall remain for each subsequent year of continued employment.
  - (2) If the employment of an employee who has become entitled to leave in accordance with proviso (1) above is terminated for any reason, the employee shall not be entitled, in that year, to leave in excess of one week of ordinary working time.
- (c) For the purpose of administering paragraph (iii), of subclause (b) an employer, within one month of this Agreement coming into operation or within two weeks of the employee entering employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence the employee has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and to act.
  - (d) The rights under this Clause shall accumulate from year to year, so long as employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this Clause, in a subsequent year of continued employment.

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## CLAUSE 8 - SICK LEAVE - continued

- (e) If an Award holiday occurs during an employee's absence on sick leave then such Award holiday shall not be counted as sick leave.
- (f) Service before the date of coming into force of this Clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (iii) of subclause (b) of this Clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
- (g) Accumulated sick leave to the credit of an employee at the commencement of this Agreement shall not be affected nor reduced by the operation of this Clause.
- (h) Where an employee is sick or injured on the week day he is to take off in accordance with the provisions of Parts (A) and (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of the Award, the employee shall not be entitled to sick pay nor will sick pay entitlement be reduced as a result of his sickness or injury on that day.
- (i) In spite of the provisions contained in this Clause, an employee with more than 10 days of sick leave accrued may elect to forfeit up to and including 8 days of that leave. Once the employee has made such an election then the days forfeited shall no longer be accrued as sick leave.
- (j)
  - (i) Subject to paragraph (iii) herein, if subclause (i) of this Clause or Clause 7 (c) is made void, illegal and/or unenforceable for any reason, then subclauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Clause shall cease to apply at the same time and on the same date that subclause (i) and Clause 7 (c) is made void, illegal and/or unenforceable.
  - (ii) Subject to paragraph (iii) herein, if paragraph (i) of this subclause applies then subclauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Clause shall cease to apply and Clause 25 of the Award shall apply to the extent that it shall only apply to sick leave accrued from the date subclauses (a), (b), (c), (d), (e), (f), (g) and (h) cease to apply.
  - (iii) If paragraphs (i) and (ii) apply, the employer shall provide a liability for any employee who previously had an accumulation for sick leave in accordance with Clause 8 of this Agreement equivalent to and in the nature of sick leave accumulated and not paid out up until the time and the date subclauses (a), (b), (c), (d), (e), (f), (g) and (h) ceased to apply.

## CLAUSE 9 - HOURS OF WORK

- (a) The employer has exercised its discretion in accordance with Clauses 42 (ii) (b) (2) and 8 (i) (j) (3) of the Award, to vary the ordinary hours of work at the terminal. Where operationally required the employer may continue to exercise this discretion after consultation with the Union.
- (b) The employer shall have the right to require employees to work an early morning shift as operationally required.

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**CLAUSE 10 - PART TIME EMPLOYEES**

The employer may engage such number of part time employees as operationally required in all functions on day and shift work. With respect to driving duties, appropriately skilled and willing permanent dockhands shall be offered driving duties prior to a part time employee consistent with the ratio as specified in Clause 6 of this Agreement and subject to the operational requirements of the terminal.

**CLAUSE 11 - LICENCES**

Where the employer requires a dockhand to obtain a Class 3 and/or forklift licence, the employer shall reimburse the employee to the extent of 50% of the value of the initial licence fee.

**CLAUSE 12 - LABOUR REQUIREMENT**

- (a) (i) There shall be a minimum of 30 dockhands working in the terminal from 1.00 pm onwards until the finish of the peak period on the PM shift. The minimum of 30 shall include all dockhands working during the peak period. The minimum referred to in this Clause shall not prevent work occurring in circumstances when 30 persons are not in attendance at 1.00 pm. In such circumstances employees shall work in accordance with this Agreement and the Award and the parties shall ensure the required number of persons shall be found and commence work in the terminal as soon as is practicable.
- (ii) The number of 30 employees referred to in this subclause may only vary where significant changes occur to the operation requiring a reduction in manning over the peak period.
- (b) (i) There shall be a minimum of 24 dockhands working in the terminal on the AM shift. The minimum of 24 shall include all dockhands working during the peak period. The minimum referred to in this Clause shall not prevent work occurring in circumstances when 24 persons are not in attendance at 5.00 am. In such circumstances employees shall work in accordance with this Agreement and the Award and the parties shall ensure the required number of persons shall be found and commence work in the terminal as soon as is practicable.
- (ii) The number of 24 employees referred to in this subclause may only vary where significant changes occur to the operation requiring a reduction in manning over the peak period.

**CLAUSE 12 - LABOUR REQUIREMENT - continued**

- (c) Permanent employee numbers agreed (i.e. 54) shall not alter for the life of this Agreement unless significant changes to the operation are necessary or eventuate. In such circumstances any variation in permanent employee numbers shall be effected only after consultation with the Committee.

**CLAUSE 13 - MIDDLE SHIFT**

For the life of this Agreement the employer may utilise employees on a third shift on the following basis:

- (a) Subject to the employer's right to vary the commencing and finishing times of the shift in accordance with the Award, the shift shall commence at 11.30 am and conclude at 7.30 pm.
- (b) It is envisaged that employees that volunteer to work the middle shift may be allocated by the employer to this shift. Subject to operational requirements, the number of employees on this shift may be varied by the employer.
- (c) There shall be no minimum manning level for this shift and no requirement for the employer to replace employees absent or on leave from this shift with other employees.

**CLAUSE 14 - COURIER COSTS**

The majority of courier costs shall be eliminated by the making of this Agreement by all employees working on a cost effective basis to eliminate such costs. Subject to Clause 12 of this Agreement permanent dockhands shall be utilised in this capacity where operationally practicable.

**CLAUSE 15 - CONSULTATIVE COMMITTEE - CONTINUOUS IMPROVEMENT**

- (a) A process of monitoring and continuously improving productivity, service levels and efficiency on a cost effective basis shall be established at the terminal comprising of a workplace consultative committee of site management and site employees. The site employees shall be duly nominated to the consultative committee by the majority of employees at each site.
- (b) The discussion process shall be generally in accordance with the following:
  - (i) Discussions shall be initiated at the terminal level amongst representatives on the committee.

**CLAUSE 15 - CONSULTATIVE COMMITTEE - CONTINUOUS IMPROVEMENT**  
**continued**

- (ii) Terminal and vehicle fleet discussions shall be held on a monthly or as required basis and shall be scheduled to minimise any disruption to the operation.
  - (iii) Notes of discussions shall be kept by the parties.
  - (iv) Discussions shall identify the changes necessary at the terminal or to the vehicle fleet to achieve the objectives set out and how those changes are to be implemented. The agenda of these discussions shall not be limited and can address all aspects of the work performed and how work is performed.
- (c) Consistent with the Enterprise Bargaining Framework Agreement between TNT Australia Pty Ltd and the Transport Workers' Union of Australia New South Wales Branch, the Committee may also function so as to assist in designing labour cost structures on an as required basis that assist the site in winning additional business for a specific contract or contracts.
- (d) The operation of this Committee and this Agreement shall function so as to not hinder the obtaining and maintenance of site accreditation under Australian Standard 3902 or other relevant Australian Standards if required.

**CLAUSE 16 - COMPANY DRIVERS - INCENTIVE SCHEME NEGOTIATIONS**

There shall be continuing discussions in the Committee regarding the possible implementation of an incentive scheme for company drivers. Any variations to the Agreement that may eventuate as a result of progressing such discussions shall be made with the consent of the parties in accordance with the Act.

**CLAUSE 17 - COMPANY DRIVERS**

In addition to the performance of other duties as required in accordance with the Award or this Agreement, employees working as company drivers shall:

- (a) Cube and check weigh all freight and advise the immediate supervisor of any discrepancies.
- (b) (i) Increase the average minimum daily fleet contact rate of the Pick Up and Delivery company fleet from 39 contacts per day by a minimum of 10%.
- (ii) Bulk Vehicles shall increase the average minimum daily fleet contact rate from 11 contacts per day by a minimum of 10%.

based on the Award rate  
as prescribed on 29  
September 1993

### CLAUSE 18 - WAGE INCREASE - NO EXTRA CLAIMS

- (a) (i) Subject to subclause (b) of this Clause, a 6% wage increase shall be payable to each employee who works in accordance with this Agreement from the date on which this Agreement is registered.
- (ii) (1) An ongoing review by the Committee shall commence the day this Agreement is registered.
- (2) The review process shall entail regular monitoring of performance criteria for each objective and where objectives are not being satisfactorily met representatives of the Committee shall use their best endeavours to rectify the situation.
- (3) Where there is disagreement between the employer and employee representatives of the Continuous Improvement Committee, the process as detailed in subclause (b) of this Clause, shall apply.
- (b) (i) If the objectives of this Agreement are not met, the employer shall advise TWU representatives of the Committee and the Committee shall meet expeditiously to find a means to ensure the objectives of this Agreement are achieved as initially intended in a cost effective and satisfactory manner.
- (ii) Any disagreement regarding this issue shall be progressed in accordance with the steps detailed in Clause 20, subclause (b), paragraphs (ii), (iii), (iv) and (v) of this Agreement.
- (c) Where rates of pay in the Award are increased, the 6% wage increase shall be reduced by an equal and corresponding amount provided that nothing shall reduce the rates below the rate in the Award.
- (d) The Union and its members shall make no extra claims for the nominal life of this Agreement (12 months).

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### CLAUSE 19 - PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES

The following procedures should be followed when an individual employee has a grievance:

- (a) The employee must notify (in writing or otherwise) the employee's immediate supervisor as to the substance of the grievance, request a meeting with the employee's immediate supervisor for discussions and state the remedy sought.
- (b) If the grievance remains unresolved following the meeting requested by the employee, it shall be the subject of further discussions between the employee and the employer on a graduated steps basis with a view to resolution at higher levels of authority. The steps outlined in Clause 20 may be followed where appropriate.

**CLAUSE 19 - PROCEDURES RELATING TO GRIEVANCES OF INDIVIDUAL EMPLOYEES - continued**

- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While the procedure is being followed, normal work must continue.
- (f) The employee may be represented by the Union.

**CLAUSE 20 - PROCEDURES RELATING TO DISPUTES ETC BETWEEN THE EMPLOYER AND THE EMPLOYEES**

**(a) Intention**

The employees, the Union and the employer undertake to take all necessary steps to ensure that delegates, officers, officials, employees/Union members, executives and company staff follow the procedure as set out herein. The intention being that any or all disputes shall be promptly resolved by conciliation in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.

**(b) The Procedure**

- (i) In the event of a dispute or difficulty arising at job level, the Union delegate and a terminal operations supervisor and/or other terminal management shall immediately confer and shall attempt to resolve the matter without delay.
- (ii) If no agreement is reached, a Union organiser shall discuss the matter in dispute with the Sydney Manager (or his nominee).
- (iii) If the matter in dispute remains unresolved, the New South Wales Manager of Ansett Freight Express (or his nominee) shall meet a more Senior Officer of the Union (or his nominee).
- (iv) If the matter still remains unresolved, the New South Wales State Manager of Ansett Freight Express (or his nominee) and/or an Industrial Relations representative for the Company shall meet the Secretary of Union (or his nominee) and discuss the matter. At each discussion, other employer and Union representatives may be in attendance as required.
- (v) If the foregoing steps fail to resolve the issue within a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission for Determination.

**CLAUSE 20 - PROCEDURES RELATING TO DISPUTES ETC BETWEEN  
THE EMPLOYER AND THE EMPLOYEES - continued**

**(c) Right to Refer to the Commission**

The above steps shall not preclude reference of a dispute to the Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Industrial Relations Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Industrial Relations Commission considers that course appropriate.

**(d) Continuity of Work**

Pending the completion of the procedure set out in this Clause, work shall continue without interruption and all parties agree to use their best endeavours to ensure that continuation.

**(e) Preservation of Rights**

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.

**(f) Procedures and Obligations**

The procedures and obligations contained herein shall be equally binding on the parties to this Agreement. The Decisions of the Industrial Relations Commission shall be accepted and adhered to by all parties subject to their appeal rights under the Industrial Relations Act 1991. Where yard meetings are held, the employer and/or employer representatives shall be given the opportunity to address the yard and propose solutions to any matter in dispute.

**CLAUSE 21 - DEFINITIONS**

"Award" means the Transport Industry Interim (State) Award or any Award replacing, succeeding or modifying that Award which binds the employer.

"Committee" means the Committee referred to in Clause 15 of this Agreement.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch.

"AM Shift" shall mean the shift commencing at 5.00 AM and concluding at 1.00 PM.

CLAUSE 21 - DEFINITIONS - continued

"PM Shift" shall mean the shift commencing at 1.00 PM and concluding at 9.00 PM.

"Middle Shift" shall mean the shift referred to in Clause 13 of this Agreement.

"Employer" means Ansett Freight Express, a Division of Ansett Transport Industries (Operations) Pty Limited.

"Terminal" means the terminal located at 33 Kent Road, Mascot, New South Wales.

"Company Driver" shall mean an employee paid as a Grade 3 or Grade 5 employee as specified in the Award.

"Dockhand" shall mean an employee paid as a Grade 3 employee as specified in the Award.

CLAUSE 22 - 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 with the employer or other employers.

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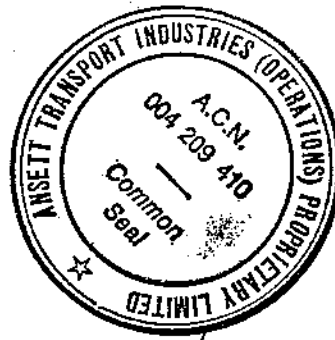
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Ansett Freight Express

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THE COMMON SEAL of ANSETT TRANSPORT INDUSTRIES (OPERATIONS) PROPRIETARY LIMITED was hereunto affixed in the presence of



HTT  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Director  
\_\_\_\_\_  
Secretary

SIGNED for and on behalf of Ansett Freight Express, a Division of Ansett Transport Industries (Operations) Pty Limited by P Hayllar, New South Wales State Manager in the presence of:

*P Hayllar*  
P HAYLLAR

Witness:  
Name (Printed) *Robert Minkus*  
Robert Minkus

Date: 21 September 1993

SIGNED for and on behalf of the Transport Workers' Union of Australia, New South Wales Branch by S Hutchins Acting Secretary, in the presence of:

*S Hutchins*  
S HUTCHINS

Witness:  
Name (Printed): *R J Allan*  
R J Allan

Date: 29 September 1993



**ATTACHMENT 1**

## SICK LEAVE - UNAUTHORISED ABSENCE PROCEDURE

### ANSETT FREIGHT EXPRESS - MASCOT

1. Notification of absence from work must be notified to your Operations Controller by start time of your shift. Nature of illness and approximate time off work required, is to be stated. If the nature of the illness makes it impossible to notify prior to commencement of work, then notification must be made as soon as possible. Phone numbers to ring are 517 7725 or 517 7715.
2. A Doctor's Certificate will be required for two (2) consecutive days or more of absence.
3. For TWU employees in their first year with Ansett Freight Express, a maximum of 5 days sick leave is allowed. All other TWU employees are allowed a maximum of 8 days sick leave.
4. The sick days are accumulated from the date the TWU employee becomes permanent for a period of 12 months (at the rate of 8 days per 12 months).
5. Before the leave entitlement is used, on the job counselling must be given to an employee and the delegate advised that this is going to occur.
6. When a TWU employee reaches the maximum sick entitlement (i.e. 5 days or 8 days as the case may be), the employee will receive an unofficial reminder that the employer has used the entitlement. The TWU delegate will be present.
7. When a TWU employee exceeds their maximum sick days by 2 days absence (i.e. a total of 7 or 10 days, and after their verbal warning), the employee will receive an official written warning that the amount of absenteeism (without good cause), is unacceptable.
8. When a TWU employee exceeds their maximum by 4 days absence (i.e. a total of 9 or 12 days and after a verbal and written warning), the employee will receive an official written warning that if further absenteeism continued, the employee may be terminated.
9. When a TWU employee has received both their verbal and written warnings, and the employee has another day absent (without good cause) the employee may be terminated from employment.
10. At the end of each 12 month period of employment, the employees warnings start again.
11. Commencement of this proposal will be from the next anniversary of each employees service with the Company. Until such time, the current sick leave agreement will be enforced.

#### Note:

- (a) Some circumstances may arise due to illness where more time is required. The Company will assess each case on its merit.
- (b) All Company copies to be handed to yard delegates at end of each employees 12 month period.
- (c) Annual Leave, Long Service Leave and RDO's cannot be taken in lieu of Sick Leave.