

# ENTERPRISE AGREEMENT

NO: E.A. 139 /1995

DATE REGISTERED: 24-4-95

PRICE: \$ 36.00

# ENTERPRISE BARGAINING AGREEMENT 1994

This Agreement is made pursuant to Sections 115 - 142 - Enterprise Agreements of the Industrial Relations Act 1991, this                      day of 1994, MAYNE NICKLESS LIMITED ACN 004 073 410 (hereinafter referred to as 'the Company') and the TRANSPORT WORKERS' UNION OF AUSTRALIA (NEW SOUTH WALES BRANCH) in relation to the enterprise trading as Ipec Hi-Tech Express - Sydney.

## CLAUSE 1.            TITLE

This Agreement shall be referred to as the IPEC Specialised Services - Hi-Tech (Sydney) Enterprise Bargaining Agreement 1994.

## CLAUSE 2.            ARRANGEMENT

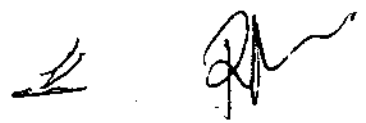
This Agreement is arranged as follows:

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## CLAUSE 3.            SCOPE AND PARTIES BOUND

This Enterprise Agreement shall be binding upon Mayne Nickless Limited ACN 004 073 410 trading as Ipec Hi-Tech Express (Sydney) ('the Company'), the location of the company is 26 Derby Street, Silverwater, New South Wales, 2141, and upon the Transport Workers' Union of Australia (New South Wales Branch) and all employees of the Company whose Contracts of Employment are otherwise covered by the terms of the Transport Industry (State) Award 1994 ('the Award').



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#### CLAUSE 4. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period of twelve (12) months effective from the date of registration. Through the Enterprise Bargaining Agreement Team, this Agreement shall be reviewed in part or in whole on a regular basis throughout its term and can be changed with agreement from both parties (for example when the business relocates) in accordance with the New South Wales Industrial Relations Act 1991.

#### CLAUSE 5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with 'the Award' provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.


#### CLAUSE 6. DURESS

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

#### CLAUSE 7. PURPOSE OF AGREEMENT

The parties to this agreement share a commitment to developing and maintaining a culture of trust, consultation and cooperation with the objective of achieving continued improvement in the performance of the company and its competitive position within the industry.

The parties recognise that scope exists for further improvements in the workplace and the need to implement such improvements to achieve the competitive position necessary for the future of the enterprise. During the course of this agreement attention will be focussed on ways of improving and expanding the following areas:

- (1) Satisfying customer requirements and delivering the best quality and service in our industry.
  - (2) Applying a consultative approach to employee relations and improving communication networks.
  - (3) Identifying and providing specific additional training for new skills required.
  - (4) Introducing new work structures and methods.
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CLAUSE 7. PURPOSE OF AGREEMENT *continued*

- (5) Identifying and eliminating waste.
- (6) Improving job security and recognition.
- (7) Remove inefficient practices and processes in all areas of the company's operation to ensure flexibility and quality, timeliness and reliability of service.
- (8) Improving health and safety performance.

CLAUSE 8. MEASURES TO ACHIEVE GAINS IN  
PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

- (1) Permanent Part Time Employees:

It is agreed that permanent part time employees shall perform all duties required of permanent and casual employees as and when required (with the exception of replacing permanent driver runs).

- (2) Role of Supervisors:

Where necessary in order to back up transport workers, supervisors shall perform duties such as handling of freight and/or radio operations. Provided that such duties shall not extend to pickup and delivery of freight. This will include jobs where customers require supervisors to be present for on-site supervision and backup for emergencies.

- (3) Security Checks:

It is agreed that when requested by a company security person or an authorised officer of the company, employees whilst on company premises or in a company vehicle will open for inspection any baggage or other items being brought into or taken away from company premises, whether carried personally or in any vehicle.

- (4) Absenteeism/Sick Leave:

Whilst it is understood that people fall ill and on doctor's advice are unable to attend work, it is agreed that:

- (i) Sick leave is available for genuine personal illness.
- (ii) Employees will endeavour to reduce absenteeism to the lowest possible level.
- (iii) Employees will produce a Doctor's Certificate if two (2) or more consecutive days sick leave are taken.

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CLAUSE 8. MEASURES TO ACHIEVE GAINS IN  
PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY *continued*

The objective of reducing the level of unnecessary days off is to assist the business in providing the best continuity of service to our customers, free from additional costs. (Refer Appendix 2 which outlines the current status of absenteeism/sick leave levels and the improvements being sought).

Note: Section 99 of the Industrial Relations Act 1991 does not allow payout of sick leave.

(6) Shift Breaks:

Employees shall be provided with a break of not less than eight (8) consecutive hours from the completion of one (1) shift to the commencement of the next shift.

(7) Damaged and/or Lost Freight:

It is agreed that damaged and/or lost freight will be monitored with the view to reducing the amount lost of damaged.

(8) Payment of Wages:

All employees shall be paid weekly into a bank, credit union or other such account via EFT.

(9) Flexibility in Working Overtime:

This Agreement acknowledges the continued availability of employees to work reasonable amounts of overtime.

(10) Site Inspections:

The company commits to training all employees for site inspections.

Once the training process is completed, this will provide enhanced customer service as employees will be able to complete site inspections as requested which will avoid delays.

(11) Rostered Days Off: (RDO's):

This Agreement allows for flexibility with the taking of RDO's. There are a number of 'choice' options available to employees:

- (i) Continue to take twelve (12) RDO's per year on the basis of the 'rostered' system in place.

CLAUSE 8. MEASURES TO ACHIEVE GAINS IN  
PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY *continued*

- (ii) Payout of RDO's at the rate of time and a half.
- (iii) Accumulate 40 hours total and take off in consecutive days at normal time.
- (iv) combination of (i) and (ii) above, eg. Take six (6) RDO's and receive payout for six (6) RDO's or any combination.

It is agreed that each employee will nominate in advance for each year as follows:

Between (\_\_\_\_\_) and (\_\_\_\_\_) each year (a standard form will be available). Refer Appendix 3.

CLAUSE 9. CODE OF CONDUCT

The following Code of Conduct have been designed to ensure all employees understand their obligations/responsibilities with regard to acts of dishonesty, company policy and general discipline.

(1) General:

All employees are required to:

- (i) Treat customers and colleagues with honesty, courtesy and respect.
- (ii) Effectively perform their duties in line with business objectives, awards/agreements policies, rules and procedures.
- (iii) Work in a safe and healthy manner.
- (iv) Attend work when required and report absences immediately.
- (v) Follow or carry out a lawful and reasonable request/directive given by a supervisor, fleet controller, managers.
- (vi) The use of prescription drugs which may affect any employee's performance must be brought to the attention of the employee's supervisor or manger. Such information will be deemed confidential.

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## CLAUSE 9. CODE OF CONDUCT *continued*

### (2) Acts of Dishonesty and/or Unlawful Behaviour:

The following examples are listed as a guide to ensure that all employees clearly understand that such acts where proven are dismissible offences:

- (i) Acts of thefts and pilferage (stealing).
- (ii) Falsifying of documents so as to achieve a benefit one is not entitled to (wage/time sheets, etc).
- (iii) Clocking off or on Bundy cards other than the Bundy card displaying the employee's own payroll number.
- (iv) Any form of malicious violence towards:
  - (a) Company property.
  - (b) Customers and/or their property.
  - (c) Any member of the public and/or their property.
  - (d) A fellow employee(s).

The above relates to during working hours and on company or client's property, however, it does not prevent employees using self defence to defend themselves where necessary.

- (v) The use of, or being affected by, or in possession of illegal drugs and/or substances in company time, or company property or vehicle.
- (vi) Consumption of alcohol during working hours.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

### (3) Misconduct:

The following list represents a guide for employees to ensure they understand that such misconduct can lead to disciplinary action being taken against an employee.

- (i) Driving any vehicle in the yard complex at excessive speed.
- (ii) Mishandling (eg throwing, kicking) thereby causing damage to freight.
- (iii) Failing to ensure a vehicle check occurs for oil, water, tyres and fuel, which results in a breakdown, vehicle damage, or loss to productive time.

CLAUSE 9. CODE OF CONDUCT *continued*

- (iv) Not approaching or treating employees in a reasonable and civil manner.
- (v) Failing to notify the company via a supervisor within one (1) hour of arriving later than normal starting time.
- (vi) Unacceptable attendance, continual lateness, patterned absences, failure to notify the company via a supervisors for a pending absence (prior to rostered start time).
- (vii) Failure to wear company uniform while representing the company whilst effecting pickups and deliveries.
- (viii) Failure to effectively perform duties.
- (ix) Failure to be free from the influence of alcohol when reporting to work.
- (x) Failure to work in a safe and healthy manner.

The above list is not exhaustive and employees should take care to avoid placing themselves in any situation of misconduct.

(4) General Conduct:

In cases of serious misconduct, the employee may be given a verbal warning, a written warning, regressed, or dismissed depending on the following criteria:

- (i) Circumstances and work relevance of the misconduct.
- (ii) Seriousness of the misconduct.
- (iii) Employee's explanation of his/her conduct.
- (iv) Employee's past conduct and personal situation.

Note:

- (a) At the direction of the company, an employee involved in misconduct (other than acts of dishonesty) may be stood aside on normal pay pending a full investigation.
- (b) Letters of warning for misconduct (other than acts of dishonesty) will remain on an employee's file as follows:

First	9 months
Second	12 months
Third and final	24 months



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CLAUSE 9. CODE OF CONDUCT *continued*

- (c) The employee shall have the right to have a witness present during all the above steps (note 2 above) and the employee will be required to sign such letters of warning to confirm he/she understands their content.

CLAUSE 10. DISPUTE AVOIDANCE AND SETTLEMENT  
PROCEDURE

The parties to this Agreement are committed to do everything possible to avoid any interruption to the operation.

As such, it is agreed that it is a strict term of the Agreement that adherence to the disputes procedure will occur and normal work will continue while the procedure is being observed.

The dispute procedure as contained in the Transport Industry (State) Award 1991 is the agreed procedure to be followed and is reproduced in Appendix 5.

CLAUSE 11. WORKPLACE TRAINING

The company will provide regular training and workplace meetings to enhance employees' skills and provide the opportunity for greater communication and input to improving company operations. These meetings/training will be paid at normal time rates and will be conducted for at least one (1) hour per month. This will occur between 7:00am and 8:00am with the exception of permanent part time employees (to be conducted one (1) hour prior to their regular start time).

CLAUSE 12. BONUS INCENTIVE

In order to be eligible to participate in the bonus incentive program, employees must:

- (1) Hold a position continuously for a minimum period of six (6) months within the period of the Agreement.
- (2) Remain in employment with Ipec Specialised Services - Hi-Tech during the term of this Agreement.
- (3) Comply with any taxation requirements with respect to incentive payments.

Bonus incentive shall be implemented in accordance with Appendix 1(A), 1(B) and 2(A).

### CLAUSE 13. NO FURTHER CLAIMS

The Union undertakes that there shall be no further wage increases for the life of this Agreement except where consistent with a National Wage Case decision.

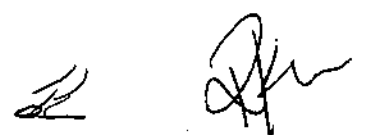
### CLAUSE 14. EXTENSION OF AGREEMENT

The parties agree to continue through the life of this Agreement to endeavour to develop jointly the next phase of its Enterprise Agreement. It is acknowledged however, that during the life of this Agreement, the parties have the opportunity to bring forward any further agreement for ratification by the Industrial Commission in accordance with the National Wage Case Decision, Enterprise Bargaining Principle.

### CLAUSE 15. NEGOTIATION OF FUTURE AGREEMENT

During the first three (3) months of this agreement the parties agree to develop a set of guidelines for monitoring the progress of the issues referred to in Clause 8. Progress toward these changes will be reported and considered at the Consultative Committee meetings. Remedial action will be taken if necessary.

During the last three (3) months of this agreement performance against the guidelines and the profit for IPEC Specialised Services - Hi-Tech (Sydney) for the preceding 6 months with projections for the operation for the next six months will provide the basis for determining the extent and timing of any future agreement including the content and any additional wages increases.

Handwritten signatures at the bottom right of the page.

This Agreement is DATED ..... 14<sup>th</sup> ..... day of ..... July 1994

SIGNED FOR AND ON BEHALF OF  
MAYNE NICKLESS LIMITED  
(ACN 004 073 410)

..... *M. Eady* .....  
..... 14/7/94 ..... DATE

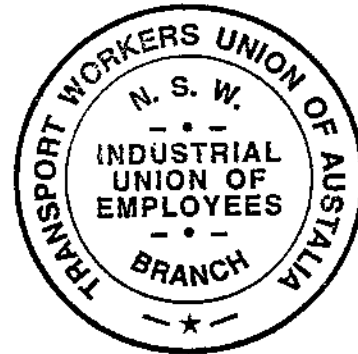
..... *Maxwell Eady* .....  
NAME

..... *GENERAL MANAGER* ..... *IPEC SPECIALISED SERVICES* .....  
POSITION WITH COMPANY

SIGNED FOR AND ON BEHALF OF  
TRANSPORT WORKERS' UNION OF AUSTRALIA  
(NEW SOUTH WALES BRANCH)

..... *Steve Hutchins* .....  
..... 26 July 1994 ..... DATE

..... *STEPHEN PATRICK HUTCHINS* .....  
NAME  
STATE SECRETARY



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## APPENDIX 1

### BONUS INCENTIVE

The bonus incentive will be paid in two (2) biannual payments based on achieving the targets set as per Appendix 1(A) to 1(B).

1. MOTOR VEHICLE COSTS:

An incentive will be paid if the total motor vehicle costs for the six month period ( \_\_\_\_\_ to \_\_\_\_\_ ) is saving of 10% or more below budget.

Refer Appendix 1(A).

If the saving is 20% or more below budget for the six month period ( \_\_\_\_\_ to \_\_\_\_\_ ) a bonus will be paid based on Appendix

Refer Appendix 1(B).

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**APPENDIX 1(A)**

MOTOR VEHICLE COSTS - 10% REDUCTION

BUDGET \$	TARGET \$	SAVINGS \$
245,212	220,690	(24,522)

BONUS PAYMENT TERMS

Permanent/Casual Driver	\$180	
Permanent Part Time	\$120	(65%)

APPENDIX 1(B) *AK*

MOTOR VEHICLE COSTS - <sup>20</sup>~~10~~% REDUCTION *AK*

BUDGET \$	TARGET \$	SAVINGS \$
245,212	196,170	(40,042)

BONUS PAYMENT TERMS

Permanent/Casual Driver	\$360	
Permanent Part Time	\$240	(65%)

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## APPENDIX 2

### SICK LEAVE

- 1) It is agreed between the parties that employees will cooperate in reducing the level of sick leave taken per person over the next twelve (12) month period from the date of registration of this Agreement.

During this period, the number of lost days will be monitored and compared against the current days per person lost.

- 2) The company's objective is to reduce sick leave lost time to a more acceptable level.

Current days lost per employee is running at seven (7) days lost per employee per year (averaged).

Our objective is to reduce sick leave to four (4) days (or less) lost per employee per year.

## APPENDIX 2(A)

### ATTENDANCE BONUS INCENTIVE

As a company, Ipec Hi-Tech Express understand that under Section 99 of the Industrial Relations Act 1991, that this does not allow the payout of sick leave.

The company's objective is to reduce sick leave lost time to an acceptable level as stated in Appendix 2.

The plan is to offer an attendance bonus over and above the normal sick leave entitlement.

	PERMANENT DRIVERS	PERMANENT PART TIME
Take nil sick leave per year	\$320	\$160
Take 1 sick leave per year	\$240	\$80
Take 2 sick leave per year	\$160	\$nil
Take 3 sick leave per year	\$80	\$nil
Take 4 sick leave per year	\$nil	\$nil

Bonus after achieving better than 4 or less per year.



**APPENDIX 3**

**ROSTERED DAYS OFF (RDO'S) CLAIM FORM**

I, \_\_\_\_\_ (*please print full name*) being an employee of IPEC Hi-Tech Express based in the Sydney service centre, agree to the accrual of RDO's and that accrued days will be paid at the below rates in the following way ticked below:

Tick and initial one (1) box only:

- (a) To take one (1) accrued RDO off once a month. Based on a rostered system, at rates of normal time.
- (b) To be paid the accrued RDO's once each year, being two weeks prior to Christmas, at rates of 1.5 (time and a half).
- (c) To accumulate 40 hours total and take this allotted time off in straight consecutive days, at rates of normal time.
- (d) To take 'x' amount (days) of RDO's in one (1) year, at normal time rates and 'x' amount (days) paid out at rates of 1.5 (time and a half) total to equal 12 days.

Signed: \_\_\_\_\_

Dated this: \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Supervisor: \_\_\_\_\_

Note: The above numbered option will stand for a 12 month period from date signed and if payout occurs, this will be at the individual's classification rate.

## APPENDIX 4

### RATE INCREASES

These rates shall apply upon registration of this Agreement.

1. Permanents (except leading hands):

\$21.00 per week increase factored into the <sup>award</sup> hourly rate, less expertise allowance of \$10.00 per week.

Eg Grade 3 = \$11.3789 per hour.

2. Leading Hands (Permanent):

\$16.00 per week increase factored into the <sup>award</sup> hourly rate.

Eg Grade 3 = \$12.0816 per hour.

3. Casuals and Permanent Part Time:

\$11.00 per week increase factored into the <sup>award</sup> hourly rate.

Eg Casual Grade 3 = \$13.7005 per hour.

Casual Grade 3 Overtime = \$13.1502 per hour.

Permanent Part Time = \$11.1158 per hour.



## APPENDIX 5

### DISPUTES PROCEDURE

- (i) Subject to the Industrial Relations Act, 1991, any dispute shall be dealt with in the following manner:
  - (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 the subject of discussions between an organiser of the Union and the Transport Manager.
  - (c) Should the dispute still remain unsolved 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 Commission of New South Wales for resolution.
  - (e) The employer may be represented by an Industrial Organisation of Employers and the employees may be represented by an Industrial Organisation of Employees for the purposes of each procedure.
- (ii) All work shall continue normally while these negotiations are taking place.

