

# ENTERPRISE AGREEMENT

NO: E.A. 85 /1995

DATE REGISTERED: 10-3-95

PRICE: \$ 10-00

## ENTERPRISE AGREEMENT

### (1) Parties to the Agreement

This Enterprise Agreement, made in pursuance of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act, 1991 entered into on December 8 th, 1994 between Manhood Transport Company Pty Ltd of 62 Mitchell Road, Cardiff on the one part and the employees of Manhood Transport Company Pty Ltd within the following occupations of Transport Workers on the other part.

### (2) Title of Agreement

The Agreement shall be known as the Manhood Transport Company Pty Ltd Enterprise Agreement.

### (3) Intention

The Agreement shall apply only to those employees in the occupations identified, as Transport Worker Grades 1, 2, 3, 4, 5, 6 & 7 situated at the following location.

(i) 62 Mitchell Road, Cardiff, Newcastle.

### (4) Duress

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

### (5) Incidence

This Agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry (State Award).

Apart from the clauses specified in this agreement all other clauses of the Transport Industry (State) Award, including the Disputes Procedure, shall apply.

It is agreed by the parties to this agreement that upon registration of this agreement, that previous Enterprise Agreement EA4/1993 is terminated.

### (6) Enterprise Agreement

The following is the agreement reached between the employees and management of Manhood Transport Company Pty Ltd.

(i) In lieu of Clause 8, Hours of Employment, subsection (i) Day work part b, read; Ordinary hours of work shall not exceed 38 hours per week and should not exceed 10 hours in any one day ( exclusive of meal breaks ) on any day Monday to Friday between the hours of 2 am and 10 pm.

(ii) In lieu of Clause 8, Hours of Employment, subsection (i) part (j), commencing and Finishing Times, read; Because of the special nature and requirements of the pick up and deliveries times of the magazines and newspapers which are basically regular on a weekly basis but wholly irregular on a daily basis, the starting times of any such ordinary hours may be varied on a roster basis so as to suit operational requirements. Working in ordinary working hours shall be deemed to have finished for those employees in attendance when a period of 8 hours, or if circumstances so require, by mutual agreement 4 days by 10 hours, exclusive of a meal break, calculated from the rostered starting time, has elapsed.

(iii) In lieu of Clause 8, Hours of Employment, subsection (iii) Permanent Part-Time Employees, parts a, c, & f, read; permanent part time drivers may be engaged, with guaranteed minimum of four hours a day, but may work by mutual agreement up to a maximum of forty hours a week, e.g. if required to fill in for Rdo's, sick, annual or long service leave.

(iv) In lieu Clause 24, Meals, subsection (i) & subsection (ii) part c, read; On the days Monday to Friday, there shall be one unpaid break of not less than 30 minutes nor more than one (1) hour at such time as fits in with the company's operational requirements.

(v) In addition to Clause 42 Shift Work subsection (ii) b(3). A day worker may be rostered to work night shift to make up part of his ordinary hours or to relieve for Rdo's and or leave (sick, annual, long service). If so required to work will be paid the shift allowance appropriate to that shift.

(vi) In lieu of Clause 42, Shift Work subsection (ii) a (3) & (vi) read; Shift Workers whilst working shift work shall be entitled to a paid crib time of 20 minutes. Crib time on any shift to be taken at such times as fits in with the operational requirements of the company.

(vii) RDO's in line with the 38 hour week agreement will be taken to suit operational requirements of the company.


(viii) Upon registration of this agreement the company will pay a 6% increase based on the award rate as at 30th November, 1994. The monetary rates will be reviewed in December, 1995 to reflect community standards.

(ix) Superannuation. Upon registration the company shall pay a 5% salary increased based upon the award rate prescribed in Clause 3 of the award as at 30 November, 1994. This increase shall be paid in the form of a salary sacrifice to a complying Superannuation Fund nominated by the employee and approved by the employer. This payment to be in addition to any payments required under the Superannuation Guarantee Charge Legislation.

(x) The monetary rates contained in this agreement will absorb any award or state wage case increases for the duration of this agreement, subject to the provisions of section 122 of the Industrial Relations Act, 1991.

This agreement shall operate from the date of registration and shall remain in force for a period of 24 months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act, 1991.

Signed for and on behalf of Manhood Transport Company Pty Ltd

Signature: Stephen Meredith  
Name: STEPHEN MEREDITH  
Occupation: DIRECTOR  
Common seal  
of Company:   
Witness: M. Fagden  
Date: 12/1-95

Signed by Employees (s)

Signature: Kitty Worrell  
Name: KITTY WORRELL  
Occupation: DRIVER  
Witness: M. Fagden  
Date: 12/1-95

Signed by Employees (s)

Signature: Stephen S. Meredith  
Name: STEPHEN MEREDITH  
Occupation: DRIVER  
Witness: M. Fagden  
Date: 12/1/95

Signed by Employees (s)

Signature: *L Worrell*  
Name: LESLIE WORRELL  
Occupation: DRIVER  
Witness: *M. Fayek*  
Date: 12-1-95

Signed by Employees (s)

Signature: *G Rich*  
Name: GRAHAME RICH  
Occupation: DRIVER  
Witness: *M. Fayek*  
Date: 12/1/95

Signed by Employees (s)

Signature: *I Hawkins*  
Name: IVAN HAWKINS  
Occupation: DRIVER  
Witness: *M. Fayek*  
Date: 12/1/95

Signed by Employees (s)

Signature: *G Jones*  
Name: GARRY JONES  
Occupation: DRIVER  
Witness: *M. Fayek*  
Date: 12/1/95

Signed by Employees (s)

Signature: *Robert Davies*  
Name: ROBERT DAVIES  
Occupation: DRIVER  
Witness: *J. Fagik*  
Date: 12-0-95

Signed by Employees (s)

Signature: *Paul Manhood*  
Name: PAUL MANHOOD  
Occupation: DRIVER  
Witness: *J. Fagik*  
Date: 12/1/95

Signed by Employees (s)

Signature: *David Moffat*  
Name: DAVID MOFFAT  
Occupation: DRIVER  
Witness: *J. Fagik*  
Date: 12/1/95

Signed by Employees (s)

Signature: *Michael Shane Lalor*  
Name: MICHAEL SHANE LALOR  
Occupation: DRIVER  
Witness: *J. Fagik*  
Date: 12-10-95