

ENTERPRISE AGREEMENT

NO: E.A. 93 /1995

DATE REGISTERED: 15-3-95

PRICE: \$ 42.00

AGREEMENT

DOUGLASS LABORATORIES COURIER ENTERPRISE AGREEMENT

MADE the _____ day of _____ 1995

THIS AGREEMENT is made in pursuance of the Industrial Relations Act 1991: NSW (the Act) in accordance with the provisions of sections 115-142 of the said Act, entered into

BETWEEN

DOUGLASS LABORATORIES PTY LIMITED ACN 003 332 858
(the enterprise employer)
of the one part

AND

Employees of the enterprise engaged in the occupation of
COURIER
(the employees)
of the other part.

BACKGROUND

The parties have conferred on the terms and conditions applicable to employment at the enterprise and on the enterprise agreement provisions of the Act.

The agreed wages, allowances, hours of work and working arrangements set out in this agreement are to continue during the term of the Agreement unless varied by mutual consent in accordance with the Act.

IT IS AGREED BY THE PARTIES AS FOLLOWS:

PART A

1 ARRANGEMENT

Part A

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Part B

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2 TITLE OF AGREEMENT

This agreement shall be known as Douglass Laboratories Courier Enterprise Agreement.

3 PARTIES TO AGREEMENT

The parties to this agreement are:

Douglass Laboratories Pty Limited ACN 003 332 858 (the employer)

and

Employees engaged in the occupation set out in clause 5 of this agreement.

4 THE ENTERPRISE

The enterprise for which this agreement is made is:

Douglass Laboratories Pty Limited located at:

95 Epping Road North Ryde NSW 2113
207 Brisbane Street Dubbo NSW 2830
5 Mitchell Drive Kariong NSW 2250
59 Gynea Bay Road Gynea NSW 2227
Cnr King & Queen Streets Campbelltown NSW 2560
7 Luxford Road Mt Druitt NSW 2770
Cnr Carey Street & Excelsior Pde Toronto NSW 2283

5 OCCUPATION

This agreement is to apply in relation to the occupation of courier for the enterprise.

6 DURESS

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

7 COVERAGE OF AGREEMENT

The provisions of this agreement prevail over the provisions of the Private Pathology Laboratories (State) Award and regulate all aspects of the employment of the person working under it. The Private Pathology Laboratories Redundancy (State) Award gazetted 27 January 1995 is to apply.

8 VARIATION OF AGREEMENT

The terms of this agreement are to be reviewed from time to time and may be varied in accordance with s125 of the Act by mutual consent of the parties to this agreement at any time.

9 SUPERVISION

The employee reports to the designated immediate supervisor who is responsible for directing the employee.

10 WORK AND PLACE OF WORK

Work and place of work are as necessary, agreed and advised by the supervisor.

11 DEFINITIONS

"The Act" means the Industrial Relations Act 1991: NSW.

"Full-time" means working a minimum of 38 ordinary hours per week and a maximum of 40 ordinary hours per week averaged over a 52 week period in accordance with the roster.

"Part-time" means working regularly less than an average of 38 ordinary hours over a 52 week period.

"Temporary" means working for an agreed employment period.

"Casual" means being engaged and paid as such and is not a full-time, part-time or temporary engagement.

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12 ORDINARY HOURS

a) Full-time employees

The ordinary hours work for full time employees are minimum of 38 hours per week and a maximum of 40 hours per week averaged over a 52 week period. Ordinary hours are to be worked according to the rostered hours displayed at the workplace. The roster may be changed by mutual agreement at any time.

b) Part-time and temporary employees

The ordinary hours of work for part-time and temporary employees are as mutually agreed and set out on the employee's roster.

c) Casual employees

The ordinary hours of work for casual employees are as mutually agreed.

d) Saturday & Sunday

The employee is paid a loading in addition to the ordinary pay set out in Part B of this agreement for each Saturday or Sunday worked as part of ordinary hours.

f) Tea Breaks

Up to two 10 minute tea breaks are allowed for full-time employees each day if the workload permits.

e) Lunch Breaks

After 5 hours of work employees are entitled to a ½ hour unpaid lunch break. Any part of lunch unable to be taken by mutual agreement is to be paid at ordinary pay or the employee is allowed time off in lieu. Break times are determined by the circumstances.

g) Split Shifts

Employees may be engaged on split shifts consisting of 2 or more starts by mutual agreement with a minimum payment for each start as set out in Part B of this agreement unless otherwise mutually agreed.

h) **Night Work**

The employee is paid a loading for ordinary hours worked after 9pm and before 7am the following day as set out in Part B of this agreement.

13 WORK OUTSIDE ORDINARY HOURS

a) Work outside ordinary hours is voluntary. Work in excess of the ordinary hours for a full-time employee is overtime.

b) Subject to sub-clause i) the employee must complete the day's scheduled run before finishing work on the day as part of the employee's responsibility.

c) Overtime payment is at the employee's ordinary hourly rate of pay. Where an employee's total hours are more than 76 hours in a pay period fortnight a loading as set out in Part B will be paid on the hours above 76 worked.

d) Work outside ordinary hours on Saturday is paid at time and a quarter and on Sunday at time and a half for the time worked.

e) By agreement with the employer the employee may be granted time off in lieu on a time for time basis at a mutually agreed time.

14 CLASSIFICATIONS

Employees are classified as follows:

Classification

Senior Courier
Courier Grade 1
Courier Grade 2

15 GRADINGS

Employees are graded as defined in Part B of this agreement.

16 WAGES

The employee's wage will be not less than the hourly rates set out in Part B of this agreement.

The wage comprehends all necessary features of the work and covers all entitlements not specifically mentioned herein which are included as part of the wage.

The wage is reviewed by the employer annually taking into account the employee's experience, knowledge, skills, attributes, attitude and performance in achieving the requirements of the position, agreed goals, undertakings and responsibilities, normal working times, productivity, changing responsibilities, employment environment and CPI movements, National or State Wage Case decision and industry wage adjustments and decisions of government which affect the employer.

17 EXPENSES

The employee will be re-inbursed all authorised expenses incurred in connection with the work.

18 PAYMENT

Wages and other payments due are made fortnightly by direct deposit into the employee's nominated account after the pay period.

19 PERIOD OF EMPLOYMENT

Full-time and part-time employment is ongoing; temporary and casual employment is as agreed.

20 ON-CALL

An employee may be rostered on-call. An employee on-call is to be paid an allowance as set out in Part B of this agreement for each day or shift on-call.

21 URGENT PICK-UP

Where an employee is engaged on an urgent pick-up the employee will be paid his or her wage and the locomotion allowance from home to home.

22 LOCOMOTION

Where an employee is required by the employer to use a motor vehicle such vehicle shall be supplied and maintained by the employer, but where an employee, by arrangement with the employer, provides the employee's own vehicle the employee, in addition to all payments otherwise due, is to be paid an allowance per kilometre as set out in Part B of this agreement.

The allowance specified in Part B is payable for the actual kilometreage travelled by the employee's vehicle each fortnight in connection with the employee's employment.

23 PUBLIC HOLIDAYS

Public holidays are New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other day gazetted and generally observed for the whole of the State. Employees other than casuals who would otherwise have normally worked on that day will be entitled to the holiday without loss of pay.

Payment for work on a public holiday is as set out in Part B of this agreement. By agreement with the employer the employee may be granted time off in lieu on a time for time basis at a mutually agreed time.

24 ANNUAL HOLIDAYS

Annual holidays are in accordance with the Annual Holiday Act 1944. (Annual Holidays entitlement to be paid when taken is at the rate of 4 weeks at the completion of each year of service. Leave is rostered in order of receipt of applications. Subject to the Annual Holidays Act leave may only be accrued for up to 12 months after it becomes due unless mutually agreed between the employer and the employee).

25 ANNUAL LEAVE LOADING

- a) In this clause the Annual Holidays Act 1944, is referred to as "the Act".
- b) The employer is to pay to the employee loadings determined in accordance with this clause on each anniversary of the employee's commencement of employment with the employer, or when leave is due and taken.
- c) The loading is 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before the payment prescribed is made, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this agreement. The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this agreement.
- d) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday, if the amount to which that employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday or special holiday), which the employee would have worked during the

period of the holiday exceeds the loading calculated in accordance with sub clause (c), then that greater amount is to be paid to the employee in lieu of the loading.

e) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday.

26 LONG SERVICE LEAVE

Long service leave is in accordance with the Long Service Leave Act 1955. (Long service leave is 2 months after 10 years and a further 1 month after each additional 5 years continuous service.)

27 PARENTAL LEAVE

Adoption, maternity and paternity leave are in accordance with the Act.

28 SICK LEAVE

a) An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious or wilful misconduct, shall be entitled to be paid at the ordinary time rate of pay for the time of such non-attendance, subject to the following conditions and limitations:

i) The employee is not entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the *Workers' Compensation Act 1987*.

ii) The employee shall, as soon as reasonably practicable and prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

iii) The employee shall furnish to the employer any evidence as the employer may require that the employee was unable, by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed; Provided that a statutory declaration shall be accepted in respect of any single day absences, but not more than five such absences in any one year.

iv) Subject to the provisions of paragraph iii) of this subclause, an employee who takes sick leave during the first three months of

employment shall be paid for such leave at the conclusion of the said three months.

v) Subject to the provisions of this clause, the employee shall be entitled to eight days' sick leave for each year of employment.

b) Cumulative Sick Leave: The rights to under this clause shall accumulate from year to year so that any part of an entitlement which has not been allowed in any year may be claimed by the employee and owed by the employer in any subsequent year of employment.

c) Definition of Continuous Service:

i) For the purpose of this clause, continuous service shall be deemed not to have been broken by:

1) any absence from work on leave granted by the employer; or

2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case rest upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of three months.

ii) Previous service of employed couriers, not contractors, employed at the date of this agreement will be recognised by the employer in the calculation of sick leave entitlements.

29 COMPASSIONATE LEAVE

a) On the death of an employee's wife, husband, father, mother, brother, sister, parent-in-law, grandparents, grandchildren, child or stepchild, the employee shall be entitled to leave:

i) not exceeding two days if such relation dies within Australia; and

ii) not exceeding three days if such relation dies overseas and the employee travels overseas to attend the funeral.

Provided that any unpaid leave of absence authorised by the employer, taken in conjunction with such leave, shall not affect the employee's continuity of service.

b) The rights to such paid leave shall be dependent on compliance with the following conditions:

- i) Satisfactory evidence of such death shall be furnished by the employee to the employer.
- ii) The employee shall not be entitled to leave under this clause in respect of any period which coincides with any other period of leave entitlements under this award or otherwise.
- c) For the purpose of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto-wife or husband.

30 JURY SERVICE

The employee is to be allowed leave of absence when required to attend for jury service. The difference between the amount received for jury service and the employee's pay is to be made up by the employer.

31 PART - TIME

A part-time employee is entitled to full-time employee benefits on a pro rata basis.

32 CASUAL

A casual employee is engaged intermittently and paid a loading and pro rata annual leave as set out in Part B of this agreement.

33 TEMPORARY

Employment as a temporary employee is as agreed and set out in the employee's letter of appointment.

34 SUPERANNUATION

The employer is to contribute superannuation as prescribed by statute.

35 CONSULTATION

The employee is encouraged to express opinions, complaints, suggestions and ideas to the employer through the designated immediate supervisor who is responsible to attend to the matter raised or to refer the matter for answer or action within a reasonable time.

The employee is to be consulted by the employer on decisions which affect him or her. Any grievance or conflict is to be resolved without disruption to work. Disputes are to be resolved through the grievance procedure set out in clause 38 of this agreement within a reasonable time.

36 CONSULTATIVE COMMITTEE

A Consultative Committee will be established upon registration of this agreement. The committee will comprise 4 representatives from management and 4 representatives of employees covered by the agreement with at least one employee from the Northern region and one from the Bowral/Campbelltown region.

Employee representatives will be elected by secret ballot and chosen by employees to ensure equitable representation of all employees covered by the agreement.

The purpose of the Consultative Committee will be to ensure the implementation and evaluation of the agreement, to discuss matters of concern to couriers, to ratify meeting of the courier committee and to assist in the process of negotiating variations to the agreement. The employer will provide training for the members of the committee on the functions of the committee if requested by the members.

The Consultative Committee will meet initially every 2 months. The employee representatives of the Consultative Committee will be paid a flat amount set out in Part B of this agreement for each meeting they attend.

37 COURIERS COMMITTEE

The employees will form a Works Committee in accordance with ss125-142 of the Act. The committee will review the operation of the agreement and if necessary negotiate variations to the agreement for a new agreement. The employer will provide training for the members of the committee on the functions of the committee if requested by the members.

38 GRIEVANCE PROCEDURE

If an employee or the employer has any grievance the employee is to discuss the matter with the designated immediate supervisor and the immediate supervisor is to discuss the matter with the employee in the first instance. If not resolved the matter is to be discussed with the Senior Courier or Manager.

Any matter not resolved is to be referred to the Manager - Finance and Human Resources. If still not resolved to the Managing Director.

Discussion and resolution of grievances are to be within reasonable time limits. A record of issues under consideration and discussion; proposals and answers to resolve the issues; reasons for the proposals and answers and reasons for their rejection; and responses at each step of the procedure is to be kept.

James P. R.N.

[Handwritten signatures and initials]

A grievance includes any problem or concern or conflict on any matter capable of being included in an Award or concerning the interpretation, application or operation of this agreement or the employee's letter of appointment or concerning discrimination in employment within the meaning of the Anti-Discrimination Act 1977.

39 DISPUTES PROCEDURE

Disputes are to be dealt with in accordance with the grievance procedure in clause 38. Any dispute not resolved in accordance with the grievance procedure may be referred for conciliation and/or arbitration to the Industrial Relations Commission of New South Wales or to an independent third party or parties.

Work is to continue as normal at all times in the interest of patient care.

40 TERMS OF EMPLOYMENT

- a) The terms and conditions that cover the employment are:
- i) Policies and procedures of the practice as advised in writing;
 - ii) Code of ethics of the Australian Medical Association;
 - iii) Confidentiality of patient and practice information;
 - iv) Principles of practice issued by The Royal College of Pathologists of Australasia, and National Association of Testing Authorities Australia
- b) Keeping of wages and time records, recovery of wages and penalties for breach of agreement are in accordance with the Act.

41 TRAINING

The employer will train the employee on the allocated work. Training needs will be determined in consultation with the employee. The employee is expected to attend training provided by the employer, undertake the training and work competently. Time spent on authorised courses or programmes outside rostered hours is paid at the employees normal pay rate.

42 INITIAL EMPLOYMENT PERIOD

Employment of a new employee is subject to an initial 6 month period during which performance is to be reviewed by the employer and if not to the satisfaction of the employer or the employee the employment can be continued for a further trial period by mutual agreement. Termination during these periods is by one day's notice by either party. ..

43 TERMINATION OF EMPLOYMENT

Two (2) weeks notice, or more or less by mutual agreement, on either side or payment or forfeiture of two (2) weeks pay as the case may be, is required, or less by mutual agreement to terminate the employment except in the case of misconduct.

Serious misconduct is liable to result in immediate termination or suspension pending investigation of the employee's written explanation.

44 COPY OF AGREEMENT

A copy of this agreement and all documents relating to the terms of employment and any variation to this agreement is to be fixed by the employer in a conspicuous position in the workplace so that employees can easily read it. A copy of this agreement and any variation to it is to be provided to each employee and to a successful applicant for employment before the person is engaged by the employer.

45 UNIFORMS

Uniforms will be ordered and supplied as follows:

- a) Full-time employee: at least 2 bottoms and 3 tops.
- b) Part-time and Temporary employee: 1 uniform or more as necessary.

Uniforms supplied by the employer are to be worn at all times at work and well maintained. The employee is to behave in a manner crediting the Practice when wearing the uniform. Uniforms are to be returned in exchange for new uniforms and on leaving employment.

46 NOMINAL TERM OF AGREEMENT

This agreement is to operate from the date of registration and remain in force for a nominal term of 1 year and thereafter. It may be varied or terminated earlier by mutual consent of the parties to this agreement. It is to continue to apply after the nominal term has expired until one of the parties gives notice of termination. After expiration of the nominal term either party may terminate the agreement by giving three months notice to the other party.

SIGNED by

EMPLOYEE'S SIGNATURE

WITNESS'S SIGNATURE

DATE

PRINT NAME

- 1) ADAM KLAGES)
- 2) STEPHEN NAGY)
- 3) DAVID SEYMOUR)
- 4) DAVID GAROZZO)
- 5) PATRICIA MCCAGUE)
- 6) JANICE LEITCH)
- 7) RAYMOND HARB)
- 8) MAGED HUSSEIN)
- 9) CATHERINE GLYNN)
- 10) ADAM HUNT)
- 11) NICHOLAS RUBBO)
- 12) BARBARA THOMAS)
- 13) NARELLE TURNER)
- 14) LORRAINE O'CONNOR)
- 15) PHYLLIS MADDEN)
- 16) JENNIFER LUCAS)
- 17) NICOLETTE SOUTHAM)
- 18) LYNETTE DARNLEY)
- 19) ROBERT RUBBO)
- 20) LESLIE POTTER)
- 21) MARY WEATHERLEY)
- 22) MARY HILDER)
- 23) BRUCE WILLIAMS)
- 24) HEATHER BUSH)
- 25) PATRICIA GREEN)
- 26) RAYMOND WILKES)
- 27) JENNIFER MCFADDEN)
- 28) TRACEY KEMP)
- 29) JOSE AMARO)
- 30) YVONNE ROWNIE)
- 31) VIVIEN PUGH)
- 32) BILLIE MILLS)
- 33) NANCY CLIFFORD)
- 34) GLENN CONSTABLE)
- 35) TERRY MCFADDEN)
- 36) DEBORAH STEWART)
- 37) LYNETTE LONSDALE)
- 38) PETER MCFADDEN)
- 39) ROGER CHRISTIAN)
- 40) CHRISTOPHER CRESSWELL)
- 41) BEATRICE POWELL)
- 42) CAROLE GREENWOOD)
- 43) GREG CRIBB)

[Handwritten signatures and date]

2/1/95

[Handwritten signatures for employees 1-43]

- 44) MARIA ARCHER)
- 45) PHYLLIS ADAMSON)
- 46) MICHAEL PARSONS)
- 47) ROBIN NEAVES)
- 48) MARJOLEIN DUNLOP)
- 49) DENISE BOX)
- 50) MEG BIRLESON)
- 51) SUSAN FARMER)
- 52) MARK CLUCAS)
- 53) DIANNE TRELOR)
- 54) NICHOLAS OSMOND)
- 55) ELLEN SMITH)
- 56) BARBARA SHEPHERD)
- 57) ANTHONY WALLEY)
- 58) DIANNE DAVENPORT)
- 59) GORDON ARCHER)
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- 91))

Gordon Archer 7/1/95

P. Adamson

M. Parsons

R. Neaves

M. Birleson

S. Farmer

M. Clucas

D. Trelor

N. Osmond

E. Smith

B. Shepherd

A. Walley

D. Davenport

G. Archer

J. M. Fadden

- 92))
- 93))
- 94))
- 95))
- 96))
- 97))
- 98))
- 99))
- 100))
- 101))
- 102))

Before me:)
)
 Witness Signature)
)
 (PRINT NAME))
)
 Date:)

[Handwritten Signature]

SIGNED by the employer)
 DOUGLASS LABORATORIES)
 PTY LTD ACN 003 832 858)
 Before me:)
)
 Witness Signature)
)
 (PRINT NAME))
)
 Date:)

[Handwritten Signature]

ANDREW WILLIAM BLUNDEN
 2 JAN 95



PART B

MONETARY AMOUNTS

- Table 1 Wages
- Table 2 Allowances
- Table 3 Casuals
- Table 4 Gradings
- Table 5 Mutual Agreement Form

Basic Wage for Adults: \$121.40 per week

TABLE 1 WAGES

The hourly rate of pay for ordinary hours shall in no case be less than the award rate applicable from time to time where an award would otherwise apply. The weekly rate for a full-time employee is determined by multiplying the hourly rate by 38. The minimum hourly rates are:

	Per Hour \$	Minimum Pay Per Start \$	Committee Member Per Attendance \$	Ref
Senior Courier	12.0000			cl. 14
Courier Grade 1	11.0000			cl. 14
Courier Grade 2	10.5263			cl. 14
Split Shift		20.00		cl. 12 g)
Consultative Committee			50.00	cl. 36

TABLE 2 ALLOWANCES

Time worked after 9pm and before 7am	15%	cl. 12 h)
Additional hours above 76 in pay fortnight	10%	cl. 13 c)
Saturday Loading	25%	cl. 13 d)
Sunday	50%	cl. 13 d)
Public Holidays worked	150%	cl. 23

Locomotion

Per Kilometre \$0.305 cl. 22

Per Hour
\$ Day or Shift

On Call Allowance

Monday to Friday inclusive	20.00	cl. 20
Saturday	30.00	
Sunday and Public Holidays	40.00	

Handwritten signatures and initials:
 R.W. 155
 [Signature]
 [Signature]
 [Signature]

TABLE 3 CASUALS

The hourly rate for casuals shall be the appropriate hourly rate plus 15% to cover public holidays, sick leave and other leave except annual leave for which an additional 1/12 of the rate is to be paid.

TABLE 4 GRADINGS

The Employee will be informed of the grading prior to employment and there after if the grading changes.

SENIOR COURIER

Is appointed to a position as an Educator and/or as a Co-ordinator within a region and in so doing is capable of assisting and/or relieving the Manager with respect to the courier requirements of that region.

Appointment to this position is to be made on a 6 month probationary period during which the performance of the appointee is to be assessed and, if found satisfactory, will remain in this position subject to clause 33.

COURIER

Grade 1 means a person employed as such who holds a current drivers licence and who has completed three months as a Courier Grade 2 and/or has been a subcontract courier to the Company for a period of not less than three months immediately prior to the date of this Agreement.

Grade 2 means a person employed as such who holds a current drivers licence and who is engaged principally in courier duties and performs other duties as directed. A Grade 2 courier is to remain on this classification for a period of three months whilst training is undertaken.

TABLE 5 MUTUAL AGREEMENT FORM

DOUGLASS LABORATORIES

MUTUAL AGREEMENT

MEMORANDUM OF AGREEMENT

Made 199

Between
Douglass Laboratories
And

BACKGROUND

THE PARTIES AGREE TO THE FOLLOWING:

- 1 _____
- _____
- _____
- 2 _____
- _____
- _____
- 3 _____
- _____
- _____

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

EMPLOYEE

DOUGLASS LABORATORIES

Signed _____

Signed _____

Date _____

Date _____

WITNESS

Signed _____

Name _____

Date _____

DOUGLASS LABORATORIES
COURIER

ENTERPRISE AGREEMENT

MADE

BETWEEN

DOUGLASS LABORATORIES PTY
LTD ACN 003 332 858
(The Enterprise Employer)

AND

EMPLOYEES IN THE
OCCUPATION OF COURIER
(The Employees)

FROM	199
TO	199

ENTERPRISE
AGREEMENT

Filed by:

AUSTRALIAN
INDUSTRIAL
RELATIONS
PTY LTD
GPO BOX 1472
SYDNEY NSW 2001

FAX (02) 368 1638
TEL (02) 368 1311

DL5001.002