

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/321**

**TITLE: Mayne Nickless Express - (Priority - Sydney) (Transport Workers) Agreement 1999**

**I.R.C. NO: 99/4499**

**DATE APPROVED/COMMENCEMENT: 1 September 1999/13 July 1999**

**TERM: \_\_\_\_\_ 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 22**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged pursuant to the Transport Industry (State) Award and employed at the Erskineville, Bankstown and Silverwater sites

**PARTIES:** Mayne Nickless Ltd t/as Mayne Nickless Express -&- Transport Workers' Union of Australia, New South Wales Branch



**MAYNE NICKLESS EXPRESS - (PRIORITY - SYDNEY)**  
**(TRANSPORT WORKERS)**  
**AGREEMENT 1999**

**Without Prejudice**

**1.0 TITLE**

This Agreement shall be referred to as the Mayne Nickless Express - (Priority - Sydney) Transport Workers Agreement 1999.

**2.0 ARRANGEMENT**

1. Title
2. Arrangement
3. Parties Bound
4. Coverage of Agreement
5. Period of Operation
6. Relationship with Parent Award
7. No Extra Claims
8. Employee Commitments
9. Procedures for the Avoidance of Industrial Disputes
10. Duress
11. Wages
12. Duties
13. Redundancy
14. Permanent Part time Employee Clause
15. Casual Employee Clause
16. Labour Portability
17. Shift Penalties Applicable and Leave Circumstances
18. Alternative Arrangements
19. Supporting Flexibilities
20. Split Shifts
21. New Technologies
22. Bankstown - Additional Provisions

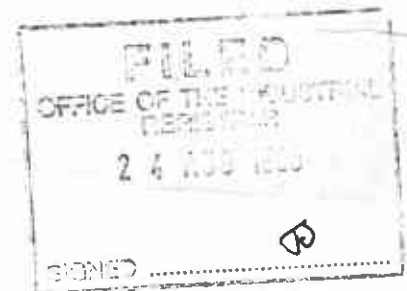
Annexure A - List of Employees

Annexure B - MNE & TWU - MOU

Annexure C - 47.5 Hours Memorandum of Understanding

Annexure D- Bankstown (additional provisions)

Annexure E - Arrangement



### 3.0 PARTIES BOUND

This agreement shall be binding on

(A) Mayne Nickless Limited ACN 004 073 410 trading as Mayne Nickless Express (Priority) - (the Company)

(B) All employees employed in any of the occupations, industries or callings specified in the Transport Industry (State) Award (as amended), at the Erskineville, Bankstown and Silverwater sites.

and

(C) Transport Workers Union of Australia, New South Wales Branch (the Union).

### 4.0 COVERAGE OF AGREEMENT

This agreement is made to cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings of the Transport Industry (State) Award, (as amended).

### 5.0 PERIOD OF OPERATION

5.1 This agreement shall operate on and from the first full pay period this agreement is ratified, and shall remain in force until 30 June, 2000.

5.2 The parties undertake to commence preliminary discussions from 1 February 2000 approximately. However, this agreement will continue in force until replaced by a new agreement. Provided this agreement may be terminated in accordance with the Industrial Relations Act 1996 (as amended).

5.3 Annexure A, C and E, however, will continue to be in force until the expiry of the next enterprise Agreement or 31 December, 2001 whichever occurs first and then cease.

### 6.0 RELATIONSHIP TO PARENT AWARD

6.1 This Agreement shall be read inconjunction with the Transport Industry (State) Award, as amended, (the Award), provided that where there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.

6.2 Subject to this Agreement, any previous unregistered agreements, certified agreements, arrangements and/or practices will cease to exist with the making of this certified Agreement.

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## 7.0 NO EXTRA CLAIMS

The union and the Transport Worker Award Employees undertake that there shall be no extra claims for money increases for the life of this Agreement, including increases provided by a State Wage Case decision.

## 8.0 EMPLOYEE COMMITMENTS

The employees and the union agree to:

- 8.1 Focus decision making and worker responsibilities around business needs (ie, clients, suppliers and having reliable runs and service).
- 8.2 Work in a safe and healthy manner (including the wearing of Safety vests etc.)
- 8.3 Improve customer service expectations via continuous service improvement.
- 8.4 Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community which a facility serves.
- 8.5 Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.
- 8.6 Effectively perform their duties in line with business objectives and / or this Agreement.
- 8.7 Ensure employees attend work and report absences immediately.
- 8.8 Maintain flexible runs to service the customer where employee drivers utilised.
- 8.9 Ensure employees comply with the Company's Policies and Procedures and the Code of Conduct.
- 8.10 No unauthorised person/ animal will be in a company vehicle during work time.
- 8.11 Work co-operatively with MNE in establishing a decentralised network and ensuring a dispute free period.

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**9.0 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES**

**9.1** The parties agree that in the event of a question, dispute or difficulty arising from the content of this Agreement, the following procedure shall apply:-

**9.1.1** the matter shall first be discussed between the aggrieved employee(s) and their local management team.

**9.1.2** if not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with a Senior Management Representative.

**9.1.3** if the matter is not settled it shall be referred to the appropriate State Secretary and State Manager (or respective nominees) and may also include involvement of an Employee Relations representative.

**9.1.4** if the matter can not be settled at this level then the parties shall refer the matter to the State Secretary and CEO, or their representatives, in an attempt to settle the matter.

**9.1.5** if the matter is still not settled either party can refer the matter to the New South Wales Industrial Relations Commission for assistance. The matter shall proceed before the Commission in accordance with the Industrial Relations Act 1996 (as amended)

**9.1.6** matters that affect the Company's commercial obligations to its customers or to manage its business are not to be affected.

**9.2** Until the matter is determined by the Commission and except in the case of a bona fide safety issue, work shall continue normally. In the case of a bona fide safety issue alternative work will be identified by the company.

**9.3** A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this process.

**10.0 DURESS**

This Agreement was not entered into under duress by any of the parties bound by it.

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**11.0 WAGES**

Subject to this Enterprise Agreement the following Wage increases to the base wage rates shall apply:-

Grade	September 1997 Award Rate	Base Rate from MOU October 1997	2 <sup>nd</sup> Stage Increase from 1 September 1998 2.5%	Hourly rate from 1 September 1998	Final Stage Increase from Date of Ratification 5%	Hourly Rate from Date of Ratification
3	473.10	484.93	496.76	13.07	521.59	13.73
4	482.50	494.56	506.63	13.33	531.96	14.00
5	506.80	519.47	532.14	14.00	558.75	14.70
6	512.90	525.72	538.55	14.17	565.47	14.88
7	531.40	544.68	557.97	14.68	585.87	15.42
8	569.10	583.32	597.56	15.72	627.43	16.51

The final staged increase will apply from the first full pay period on and from the date of ratification by the NSW Industrial Relations Commission. These Wage increases are in recognition of initiatives adopted in this Agreement.

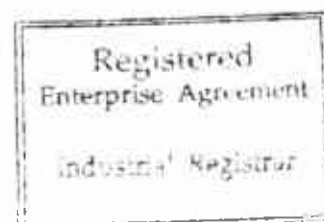
Overaward payments will be absorbed by this and future increases.

The MOU which was agreed to by all parties will continue to be read in conjunction with this Agreement, (refer to Annexure B).

All employee(s) will be paid at a minimum of Grade 3.

No new allowances will be applicable to this business as part of making this Agreement.

Superannuation will be calculated on the base wage rates in this Agreement on the basis of a 38 hour week and will be subject to pro rata calculation for Permanent Part time employees and casual Employees.

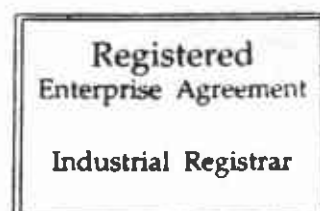


## 12.0 DUTIES

- 12.1 All employees engaged at the workplace will be involved in flexible work requirements, as directed by Management and flexible work requirements will cover matters, such as, but not limited to:-
- driving including pick-up and delivery runs
  - loading Linehaul and PUD vehicles
  - unloading Linehaul and PUD vehicles
  - lodging freight at the airport etc
  - lodging, loading and unloading charter aircraft as required
  - forklift driving
  - use of scanners and new technology
  - completing of documentation associated with incoming/outgoing freight
  - cubing and check weighing, as required
  - Completion of FAC passes
- and other duties on an as directed basis.
- 12.2 Employees will also perform work which is ancillary or peripheral to their main duties as required and directed by the employer.
- 12.3 The duties of Part Time employees and Casual employees shall be as directed by the company and shall be in accordance with this Agreement.
- 12.4 The purpose of this clause is to provide flexible arrangements to service the customers needs and have a flexible workforce, as required and directed by the employer.

## 13. REDUNDANCY

Should the company deem it necessary for redundancies to occur, such redundancies shall only be in accordance with Mayne Nickless Redundancy Policy.



#### 14. PERMANENT PART TIME EMPLOYEE CLAUSE

Permanent Part Time provisions have been agreed to ensure more flexible provisions for employees may be utilised.

- 14.1 Employees engaged under this sub-clause shall be paid an hourly rate calculated on the basis of  $1/38^{\text{th}}$  of the appropriate base rate prescribed by this Agreement (ie, for the classification of work being performed). Minimum hours for such an employee will not be less than an average of 10 hours in a week(s).
- 14.2 Permanent Part Time employees shall be entitled to Award entitlements on a pro-rata basis (excluding RDO's which do not apply).
- 14.3 An employer must not convert a Full Time employee to Permanent Part Time employment without the written consent of the employee concerned.
- 14.4 Minimum ordinary hours shall be 4 hours in any engagement.
- 14.5 Overtime will apply where a Permanent Part Time employee works as follows:
- (i) in excess of their minimum rostered hours on each day(s) unless alternative arrangements are otherwise Agreed in writing.

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## 15.0 CASUAL EMPLOYEE CLAUSE

15.1 A casual employee is an employee engaged as such and paid by the hour. Each period of such engagement will stand alone.

15.2 A casual employee for all ordinary time worked shall be paid on an hourly basis one thirty-eighth (1/38<sup>th</sup>) of the appropriate weekly base wage rate plus 15% of ordinary base rate of pay for all work performed. Casuals shall also receive a one twelfth (1/12) payment in accordance with the Annual Holidays Act 1944, which is payment in lieu of receiving annual leave.

- 15.3. (a) Casual employees shall receive a minimum of 4 hours work in any engagement.
- (b) Casual employee(s) are terminated at the end of each engagement or by the payment of unworked minimum hours in paragraph (a) on any day.

15.4 A casual employee shall not be entitled to the benefit of provisions, such as but not limited to:-

- Termination Notice
- Introduction of Change
- Redundancy Provisions
- Start Times
- Annual Leave
- Personal/Carer's Leave
- Parental Leave
- Jury Service
- Public Holidays
- Sick Leave



15.5 An employer shall wherever practicable notify a casual employee where services are not required the next working day or at the end of a period of casual work.

15.6 A casual's ordinary hours can be arranged up to the ordinary hours of a full time employee.

15.7 The casual hourly rate will be calculated as follows:

(i) Day work (example):

Base Weekly rate + 15% loading + 1/12 + 38 hours = **Casual Hourly Rate (Day)**

(ii) Shift work (example):

Base Weekly rate + 15% loading + shift allowance + 1/12 + 38 hours = **Casual Hourly Rate (Shift)**

Overtime calculations will not include the 1/12 component or shift allowance component. ie, Base Weekly rate + 15% + 38 = Casual Hourly Rate (then overtime rates apply).

## 16.0 LABOUR PORTABILITY

16.1 All employees will work at whatever site they are required by the company within the Metropolitan area of Sydney, subject to operational and customer requirements.

16.2 The parties have agreed that in order for the Company to respond to customer requirements, it must have the flexibility to move both labour and equipment to match these requirements mentioned in 16.1.

16.3 As such, where work volumes dictate, employee(s) following consultation will be portable (within a metropolitan/area only) from one section/location to another within the Company as per 16.1.

16.4 Consideration will be given to the employees qualifications, capabilities and specific product knowledge.

## 17.0 SHIFT PENALTIES APPLICABLE & LEAVE CIRCUMSTANCES

At the time of negotiating this Agreement Employees agreed to implement the following (excluding Employee's identified in Annexure C to this Agreement):-

### 17.1. Shift Penalties

Subject to Annexure D and E, as part of recognising certain ongoing arrangements for afternoon, night or early morning shiftwork all employees working shiftwork will be paid at 20% on the base wage rates for shifts worked.(Day work will not attract a shift penalty).

These arrangements will not interfere with the management's ability to operate and staff its operations to meet customer and operational requirements.

### 17.2. Leave Circumstances

In relation to shifts and related premiums it is agreed they will be calculated, as follows:-

- (a) Shift Penalties will be calculated on a 38 hour week excluding overtime and day work.
- (b) Sick Leave will be paid in accordance with the Transport Industry (State) Award, (as amended) and shift penalties will not apply to sick leave circumstances.
- (c) Annual leave will be based on a 38 hour week over a (four (4) week)/20 day accrual process for a 12 month period and will be consistent with the Transport Industry (State) Award and the Annual Holidays Act (as amended) in NSW. Annual leave loading will be calculated on the base wage rate in accordance with the Transport Industry (State) Award (as amended).



- (d) Long Service Leave will be based on a 38 hour week and will be applied consistent with the Long Service Leave Act (as amended) in NSW.
- (e) All the above forms of leave and other paid leave (including workers compensation) will be based on a 38 hour week calculation, excluding overtime circumstances.
- (f) Pro rata leave for all forms of leave will be subject to appropriate Management approval and will be taken at times so as not to disrupt the business.

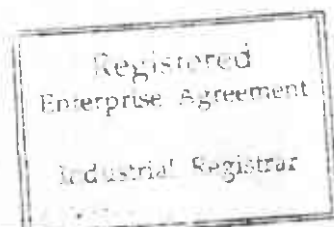
## 18.0 ALTERNATIVE ARRANGEMENTS

By mutual agreement in writing, between the parties alternative arrangements may be entered into in respect of Clauses 14 and 15 of this agreement.

## 19.0 SUPPORTING FLEXIBILITIES

As part of implementing work arrangements consistent with our business/customer needs the following will occur, as required by the company:

- 19.1 Starting times maybe staggered or varied to suit business and/or service needs subject to giving employee(s) seven (7) days notice, provided in unexpected circumstances, notice will be given to the employee(s) prior to the cessation of the previous shift. Provided further such notice periods mentioned above may be waived, where the Company and employee(s) agree in writing to do so.
- 19.2 New Roster changes including split shifts (Clause 20) will be implemented to meet the business/customer needs which support and complement such needs subject to 7 days notice being given.
- 19.3 An employee other than a casual employee shall be subject to six (6) month probationary period.
- 19.4 Overtime in the first instance will be offered to permanent employees



**20.0 SPLIT SHIFTS (PERMANENT PART TIME & CASUAL EMPLOYEES)**

- 20.1** Split shifts for Permanent Part Time and casual employee's will be arranged at the discretion of the employer to complement business/customer needs and such split shifts will be paid at the base rate of pay and the applicable shift Allowance. When staffing split shifts the employer will observe that only 25% of casuals and/or permanent part time employees are used on split shifts.
- 20.2** Only two (2) split shifts will occur in any 24 hour period and each split shift will comprise four (4) hours engagement per each shift in peak periods, (ie) 3am to 8am and 4pm to 9pm.
- 20.3** Subject to this Agreement, where a Permanent Part Time employee or casual employee is required by the company to work beyond the four (4) hours in either shift, such employee will be paid overtime provisions as per the Award.
- 20.4** The parties agree to review these arrangements periodically to ensure a commonsense approach is occurring to meet the operational and customers needs.

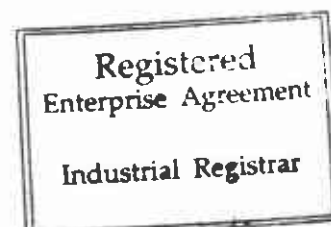
**21.0 New Technologies**

All employee(s) agree to co-operate with the implementation of new technology initiatives. In conjunction with Clause 12 Duties of this Agreement which refers to the use of scanners and new technology, all employee(s) understand and agree they will work in a manner which is flexible and optimises the full potential of any new technology used to serve the business and the customers needs.

**22.0 Bankstown – Additional Provisions**

The parties have agreed to additional provisions at the Bankstown depot to cover previous arrangements agreed to at this site (see Annexure D).

Where there is written Agreement one or more flexibilities from Annexure D may be utilised at the other sites identified in Clause 3 Parties Bound.



*Signed for and on behalf of*

Signatories

Date



10/8/99

Mayne Nickless Express  
Chief Operating Officer – Nick Clark

Witnessed by



10/8/99

*Signed for and on behalf of*

Signatories

Date



18-8-99

Transport Workers Union of Australia  
New South Wales Branch  
Anthony Sheldon  
State Secretary



23/8/99

Witnessed by

S. C. ROWAN

(Print Name)



**ANNEXURE A – List of Employees on an All Up Rate**

(This Annexure will continue in force until the expiry of the next Enterprise Agreement or the 31 December, 2001 which ever occurs first). The Gross all up rate (excluding relevant allowances) to be paid is \$821.03.

<b>No</b>	<b><u>Surname</u></b>	<b><u>First Name</u></b>	<b><u>All Up Rate Amount \$</u></b>
1	Vaquerano	Alcides	
2	Felstead	Brian	
3	Summers	Michael	
4	Sereno	John	
5	Canning	Thomas	
6	Hewson	Steven	
7	Fox	Andreas	
8	Alchin	Lawrence	
9	Nelson	John	
10	Murray	Glass	
11	Bray	Reginald	
12	Gardiner	David	
13	Puata	Tori	
14	Mitchell	Geoffrey	
15	Edwards	Robert	
16	Amitua	Tony	
17	Mansour	Robert	
18	Zammit	Richard	
19	Fraider	Daniel	
20	Hanslow	Robert	
21	Reddy	Sanjesh	
22	Rizk	Michael	
23	Auciello	Vince	
24	Younger	Allan	
25	Brougham	Leslie	
26	Farr	Stephen	
27	Mcrae	Andrew	
28	Jennings	Robert	
29	Watson	Ross	
30	Griffiths	Rickie	
31	Villagra	Sergio	
32	Rose	Kevin	
33	Rowan	Peter	
34	Ffrench	Peter	
35	Kouroulos	George	



"Without Prejudice" DRAFT

MEMORANDUM OF UNDERSTANDING

Between

MAYNE NICKLESS EXPRESS,  
A Business of Mayne Nickless Ltd. (The Company)

And The

TRANSPORT WORKERS UNION OF AUSTRALIA NSW BRANCH  
(The Union)

1. This Memorandum of Understanding (MOU) shall only apply to employees of the Company in the State of New South Wales who are employed in accordance with the Transport Industry (State) Award.
2. The wage outcome below will be subject to the signing of this Memorandum of Understanding. The purpose of this MOU is to provide stability for the company and its employees over the next few months as the company is going through major restructuring and change, and notwithstanding the uncertainty of the business in the current financial and economic climate.

Grade	Current Mayne Nickless Express Rate	Current Mayne Nickless Express Rate + 2.5%
1	446.70	457.86
2	462.30	473.85
3	473.10	484.93
4	482.50	494.56
5	506.80	519.47
6	512.90	525.72
7	531.40	544.68
8	569.10	583.32

3. The duration of this MOU will be from 1 September 1999 from date of signing and the parties agree to commence discussions on or after 30 June 1999 to explore the opportunity to further improve the earnings of the Company's employees. The parties agree that this MOU will be presented to the New South Wales Industrial Relations Commission for filing to demonstrate that the parties have bargained in good faith and as a consequence this MOU settles all wage claims against the Company.
4. The Union undertakes that there shall be no further claims for the life of this MOU including increases as part of any State Wage Case decision or any other claim contemplated or pending.

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5. The parties further agree to the following:

- (i) that the second 2.5% wage outcome will be made no later than 30 March 1998, such wage increase will be made on the basis of productivity and/or, efficiency and/or, flexibility benefits being achieved. Should the parties experience difficulties in achieving this wage outcome, at the beginning and during March 1998, the members of the Company's Senior Management Team will meet with Senior Representatives of the Union to attempt to resolve the difficulties being experienced.
- (ii) that a further wage outcome of 2.5% will occur on the first full pay period on or after 1 September 1998.
- (iii) a further 2.5% wage outcome will occur on the first full pay period on or after 1 February 1999 and shall be offset by productivity and/or efficiency arrangements negotiated on a site by site basis.
- (iv) the parties can achieve wage outcomes earlier than those contained in (i), (ii) and (iii) above subject to agreement and the achievement and implementation of productivity and/or, efficiency and/or flexibility arrangements.
- (v) the parties are open to pursue a comprehensive stand alone Company Agreement and will positively encourage employees to achieve this objective utilising site by site outcomes.
- (vi) the wage outcomes referred to above are subject to absorption for those employees who receive over award payments and each circumstance will be dealt with on an individual basis.

6. The Union undertake to provide a dispute free period during the life of this MOU by adhering to the dispute procedure. (See attachment 1).

Signed for and on behalf of Mayne Nickless Express

Graham Turner  
CEO

*[Signature]*  
Dorian Byrne  
GM EA

Signed for and on behalf of Transport Workers Union of Australia, New South Wales Branch

*[Signature]*  
Stephen Hutchins  
State Secretary

*[Signature]*  
*[Signature]*  
JW Cord  
Witness

*[Signature]*  
L.M. Quinn

*[Signature]*  
J.M. Bennie  
*[Signature]*

Date of this signature: 3 day of October 1997

*[Signature]*  
*[Signature]*

on behalf

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## Attachment 1

Dispute Prevention and Resolution Process

The parties agree that in the event of a question, dispute or difficulty arising from the content of this Memorandum of Understanding, the following procedure shall apply:-

- (a)
- (i) the matter shall first be discussed between the aggrieved employee(s) and their local management team.
  - (ii) If not settled the matter shall then be taken up by an accredited Union Representative or Union Organiser with the local management team.
  - (iii) If the matter is not settled it shall be referred to the appropriate Sub-Branch Secretary and State Manager (or respective nominees) and may also include involvement of an Employee Relations representative.
  - (iv) If the matter cannot be settled at this level then the parties shall refer the matter to the State Secretary and the CEO, or their representatives, in an attempt to settle the matter.
  - (v) If the matter is still not settled either party shall refer the matter to the New South Wales Industrial Relations Commission for assistance. The matter shall proceed before the Commission in accordance with the Industrial Relations Act 1996 (as amended).
- (b) Until the matter is determined by the Commission and except in the case of a bona fide safety issue, work shall continue normally. In the case of a bona fide safety issue alternative work will be identified by the Company.
- (c) A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this process.
- (d) The parties agree to a cooling off period and reasonable time frames between each stage of the process contained in (a) above.

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ANNEXURE C**MEMORANDUM OF UNDERSTANDING (MOU)**

\_\_\_\_\_ 1999

To: \_\_\_\_\_

**Re: 47.5 Hour Guarantee**

This letter serves to recognise that Mayne Nickless Limited trading as Mayne Nickless Express (the Company) enters into an understanding with the Transport Workers Union (NSW Branch) (the Union) and Mr \_\_\_\_\_ (the Employee).

The Memorandum of Understanding are as follows:

1. It is agreed that the Company will continue the practice of paying the Employee 47.5 hours per week (9.5 hours per day) irrespective of the actual hours worked for each week the Employee is employed by the Company up to and including the expiry of the next enterprise Agreement or 31 December, 2001 whichever occurs first. After this date it is agreed between the parties that this arrangement will cease and the employee will be paid for the hours they work in accordance with the Transport Industry (State) Award 1996, as amended.
2. In addition, until the expiry of the next enterprise agreement or the 31<sup>st</sup> December 2001 which ever occurs first, the employee will be paid, as follows:
  - (i) **Annual Leave**  
You will receive four (4) weeks annual leave paid at 47.5 hours per week. Annual Loading of 20% will apply.
  - (ii) **Sick Leave**  
Annual sick leave entitlements will be based on hours not days. Maximum hours per year will be 60 hours 48 minutes, paid at 9.5 hours per sick day claimed or pro-rata, as applicable.
  - (iii) **Public Holidays**  
Employees who work a 47.5 hours week will be paid 9.5 hours per day with each "gazetted" public holiday.
  - (iv) **Roster Days Off (RDO's)**  
RDO's are not applicable.
  - (v) **Long Service Leave (LSL)**  
Long Service Leave shall be calculated to a maximum of 38 hours per week as per the Legislation in NSW (as amended).

<p style="text-align: center;"><b>Registered Enterprise Agreement Industrial Registrar</b></p>
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- (vi) **Superannuation**  
Superannuation shall be paid in accordance with Superannuation Guarantee Legislation (as amended) and based on a 38 hour week calculation, in accordance with the classification of work contained in the Transport Industry (State) Award 1996 (as amended).
  - (vii) **Workers Compensation**  
Workers Compensation will be paid in accordance with the Legislation in NSW and based on a 38 hour week, in accordance with the classification of work contained in the Transport Industry (State) Award 1996 (as amended).
  - (viii) **Shift Penalties**  
Shift penalties (20%) will be calculated on the Grade 3 base Award rate, when determining the all up rate whilst on shift work.
  - (ix) **Meal or Rest Breaks**  
Meal or Rest breaks will occur in accordance with the Transport Industry (State) Award (as amended) for shift work. (ie) 20 minute paid meal break will be applicable.
  - (x) **Allowances**  
Any allowance will be paid strictly in accordance with the Transport Industry (State) Award 1996 (as amended).
  - (xi) **Wage Increases**  
Wage increases will be applied to the relevant base rates in the Agreement when calculating such matters.
3. In all matters the Employees will observe and work in accordance with the terms and conditions of the Mayne Nickless Express (Priority – Sydney) Transport Workers Agreement 1999 unless they are placed at another site with an alternative Enterprise Agreement and in such case the alternative site Enterprise Agreement other than the matters contained in this arrangement will be applicable.

The union and employees, understand and agree with the contents of this (MOU) letter, as part of being an annexure to the Agreement.

Yours faithfully,

\_\_\_\_\_  
Phil Irons  
State Service Centre Manager  
Mayne Nickless Express  
9 August 1999

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**ANNEXURE D**  
**BANKSTOWN - ADDITIONAL PROVISIONS**

**1. TRAINING INITIATIVES**

It is agreed the company will endeavour to conduct all training within the employee's ordinary hours, provided, where any training falls outside normal hours, such training will be at ordinary time.

**2. MINIMUM ENGAGEMENTS**

Permanent Part time and Casual employees will receive a minimum of three (3) hours in any engagement.

**3. BREAKS BETWEEN SHIFTS**

Rest breaks between shifts will be 8 hours for dockhand employees.

**4. FLEXIBLE ORDINARY HOURS**

Flexible hours maybe arranged to complement business and customer needs, this means having greater alternatives in how we match our business and customer needs.

- i. By mutual agreement in writing between the employer and employee(s) ordinary hours in excess of ten (10) ordinary hours and up to a maximum of 12 hours maybe accommodated under this agreement. Such ordinary hours will be in accordance with the appropriate State Legislation applicable.
- ii. In providing for alternative hours arrangements, ordinary hours may be worked by Agreement in writing over any five (5) days Monday to Saturday and appropriate weekend premiums, consistent with the Award (as amended) or relevant shift penalties will apply. Provided, by Agreement in writing between the employer and employee(s) Sunday maybe included in any five (5) day operational arrangement.
- iii. The day work spread of hours will be arranged between (6.00am to 6.00pm) to accommodate business needs.
- iv. Starting times maybe staggered or varied to suit business and/or service needs, provided 24 hours notice is given to the employee(s). Where unexpected circumstances occur less than 24 hours notice will occur.

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**5. CASUALS**

Casuals may be employed in a business on continuous engagements at the discretion of the employer for a short period, such short period is deemed to be a minimum of 12 months.

**6. SPLIT SHIFTS**

The peak periods for split shifts at Bankstown will be as follows;

(ie) 3am to 7am and 7pm to 11pm

**7. Night Work (as applicable)**

Six (6) Permanent employees currently working night work (as at the 6 May 1999) in accordance with the definition for shift work as contained in the Transport Industry (State) Award whilst working at the site will receive the relevant night shift allowance. Provided, shifts and appropriate shift allowances may also change in accordance with the Transport Industry (State) Award and this Agreement.

A list identifying six (6) dockhand employees will be kept by the Company and the Union to identify who was covered by this paragraph as part of making this Agreement.

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