

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/409

LR.C. NO: 96/5088

DATE APPROVED/COMMENCEMENT: Approved and commenced 1st pay period  
after 20 December 1996

TERM: 1 year

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

296 19. 1398

(7.3.97)

DATE TERMINATED:

TITLE: Mayne Nickless EA: Roche \_ Container Services NSW Stage II Enterprise  
Bargaining 1996 Agreement

COVERAGE/DESCRIPTION OF  
EMPLOYEES: Transport Workers Grades 1-8

PARTIES: Mayne Nickless Limited trading as EA Roche Container Services NSW &  
Transport Workers Union Australia, New South Wales Branch

PAGES: 17.

(EA 96/409)

409

August 1996

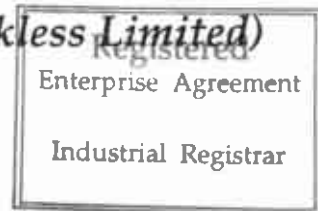
**ENTERPRISE AGREEMENT  
MAYNE NICKLESS LIMITED**

in respect of

**E.A. Rocke - Botany**

*(A Transport Service of Mayne Nickless Limited)*

**A.C.N. 004 073 410**



and

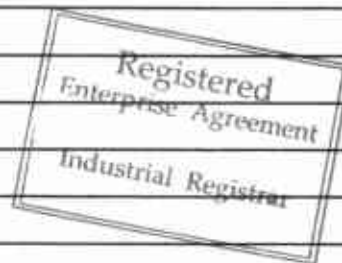
**TRANSPORT WORKERS UNION OF AUSTRALIA  
New South Wales Branch**

## CLAUSE 1 - TITLE

This Agreement shall be known as the Mayne Nickless EA Rocke - Container Services NSW Stage II Enterprise Bargaining 1996 Agreement.

## CLAUSE 2 - ARRANGEMENT

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### CLAUSE 3 - SCOPE

This Enterprise Agreement shall be binding on:

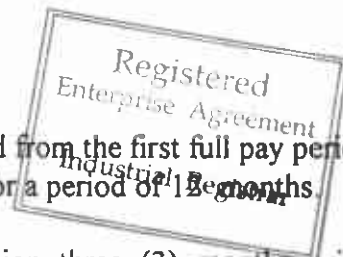
1. The Transport Workers Union of Australia - New South Wales Branch (The Union), its officers, members,  
  
and
2. Mayne Nickless Limited trading as EA Rocke Container Services NSW (the Company) in respect of its employees, who are eligible for membership of (the Union).

### CLAUSE 4 - RELATIONSHIP TO PARENT AWARD

This Enterprise Agreement shall be read in conjunction with the Transport Industry (interim) State Award (the Parent Award) provided that where there is any inconsistency this Enterprise Agreement will take precedence to the extent of the inconsistency.

### CLAUSE 5 - PERIOD OF OPERATION

1. This Enterprise Agreement shall operate on and from the first full pay period this document is ratified and shall remain in force for a period of 18 months.
2. The parties undertake to commence discussion three (3) months prior to the expiration of the Enterprise Agreement, however, this Enterprise Agreement will continue in force until replaced.



## CLAUSE 6 - NO FURTHER CLAIMS

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

## CLAUSE 7 - SETTLEMENT OF DISPUTES

The parties are committed to do everything possible to avoid an interruption to the operation of the Company and its customers.

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

This disputes settlement procedure as detailed in the Transport Industry (State) Award 1992 shall be observed (it is recognised by all parties that a "cooling off" period of 48 hours shall apply before employees vote on issues relating to bans, limitations or industrial disruptions) and part of the procedure will involve discussions between TWU organiser and industrial officer of the company first.

This disputes procedure is to be read in conjunction with the disputes procedure contained within the "Heads of Agreement" document which provides the framework to process the Unions "Fair" wages claim.



## CLAUSE 8 - RATE OF PAY

It is agreed that the following base rates of pay will apply upon ratification of the document:

1

<i>Existing Rate</i>		<i>First Increase (6%) from date of ratification</i>
<i>Grade</i>	<i>\$</i>	<i>\$</i>
Grade 1	423.30	446.60
Grade 2	438.20	462.30
Grade 3	448.40	473.10
Grade 4	457.40	482.60
Grade 5	480.40	506.80
Grade 6	486.10	512.90
Grade 7	503.70	531.40
Grade 8	539.40	569.10

Note: Wage increases will apply from the first full pay period from the above dates.



## CLAUSE 9 - MANAGEMENT AND STAFF COMMITMENTS

The employers and employees agree that it is to their mutual benefit to:

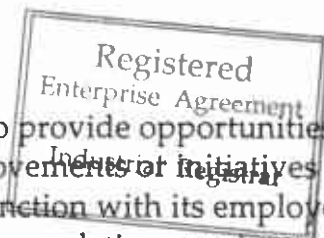
- a) Focus decision making and responsibilities around customer satisfaction (ie, clients and suppliers)
- b) Work in a safe and healthy manner.
- c) Improve customer service expectations via continuous service improvement.
- d) Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community which this facility serves.
- e) Ensure the need of the business are a joint priority in assessing and implementing future initiatives under this Enterprise Agreement.
- f) Effectively perform their duties in line with business objectives and this Enterprise Agreement.
- g) Attend work when required and report absences immediately.

## CLAUSE 10 - PURPOSE OF AGREEMENT

### a) INTENT

This Enterprise Agreement has been designed to provide opportunities for Management and staff to develop specific improvements or initiatives in the facility and its services. The Company, in conjunction with its employees, intends to achieve a stable and workable employee relations environment at the facility to provide flexibility's, a competitive edge, improved efficiency and quality services. To this end the union agrees to work with management and its employees to facilitate:

- more innovative working arrangements than exist at present;
- improve the facilities needs/servicing requirements;
- opportunities for staff to participate in new initiatives;
- initiatives which improve business plans/budgets/work culture and operations.



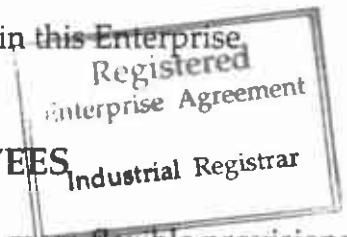
**b) CONTINUOUS IMPROVEMENT INITIATIVES**

- i. The parties to this Enterprise Agreement are committed to genuinely identify and implement measures to improve productivity and efficiency at the facility during the life of this Enterprise Agreement.
  - ii. It is agreed the union will allow specific productivity and efficiency measures.
  - iii. Specific measures to be considered as part of a broad agenda may include matters such as:
    - Improved Service Delivery;
    - flexible work patterns;
    - work roster modelling;
    - work practice reviews;
    - continuous service improvement processes;
    - minimising workers' compensation costs etc.
  - iv. The Union and employees agree to co-operate in providing (the Company) with more flexible arrangements and savings which complement the facilities services and customer requirements. This collaborative approach will also involve future Parent Award changes being in plain English and being simpler to read.
- c) The disputes settlement procedures contained in this Enterprise Agreement will be adhered to.

**CLAUSE 11 - PERMANENT PART TIME EMPLOYEES**

Permanent Part Time provisions have been agreed to ensure more flexible provisions for employees maybe utilised. This provision complements the Company's Affirmative Actions strategies for 1996/97 and the need to cater for different family responsibilities.

The Permanent Part time employee provision is as follows:



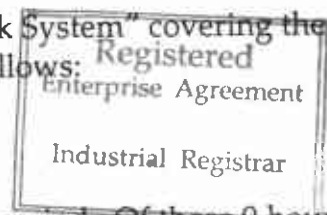


- I. A Permanent Part Time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full time employee. By Agreement between the employer and employee the specified number of hours may be balanced over a week, fortnight and/or monthly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a week on, week(s) off basis in accordance with this subclause.
- II. Employees engaged under this clause shall be paid an hourly rate calculated on the basis of 1/38th of the appropriate rate prescribed by this Enterprise Agreement. Minimum engagements will be arranged by Mutual Agreement.
- III. Permanent Part Time employees shall be entitled to all other entitlements on a pro-rata basis

## CLAUSE 12 -AGREED REST PERIODS

The minimum requirements for Rest Periods as outlined by the Roads and Traffic Authority of NSW will apply in all operations covering both intra and interstate for all Sydney based EA Rocke company employed drivers.

Definition from RTA: Guide to the Professional Log Book System" covering the rest periods and driving hours requirements in NSW, is as follows:



### Day

You must have a minimum of 9 hours rest in each 24 hour period. Of those 9 hours, a minimum of 6 hours must be continuous and must be taken:

- Away from the vehicle; or
- in a sleeper - berth approved by any registering authority in Australia.

### Week

- In each 7 day period you must have a continuous rest period of 24 hours and;  
It must be taken away from the vehicle

The rest period is in addition to your daily rest period on the other 6 days of any week.

### Driving Hours

#### Shift - 5 hours

You can only be asked to drive and you can only drive for 5 hours in any continuous shift.

#### Day - 12 hours

You can only be asked to drive and you can only drive for 12 hours in any 24 hours period.

This does not just mean midnight, but any 24 hour period. (Under the current enforcement moratorium this limit will not be enforced unless a driver has driven more than 14 hours in any 24 hour period).

#### Week - 72 hours

You can only be asked to drive and you can only drive 72 hours in any 7 day period in NSW.

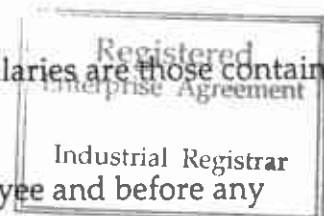
### CLAUSE 13 - ANNUALISED SALARY CONCEPT

Should any Group of employees seek to have an Annualised salary in lieu of the prescribed method of payment of wages as contained within the Parent Award, then by agreement with the company an Annualised Salary, paid weekly by EFT may be paid.

The base rates used in any calculations for annualised salaries are those contained in this Enterprise Agreement.

An annualised salary will not be imposed on any employee and before any annualised rate could be introduced it would require:

- consultation with employees and the Union
- research
- mutual agreement with employees



## CLAUSE 14 - PAYMENT FOR MEETING AND OR TRAINING

It is agreed between the parties that any Company endorsed meetings and/or training courses that are arranged outside an employees ordinary hours of work, will be paid at single time rates only and excludes any meal monies.

Examples would be, but not limited to the following:

- OH&S meetings
- Toolbox meetings
- Management Meetings
- Any training course

**Note:** This clause can only be introduced by agreement between the employer and employee(s). Excluding Multi-Skilling initiatives which will be recognised.

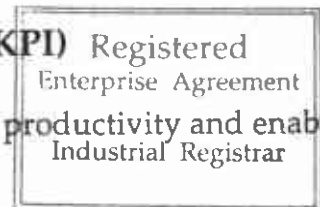
## CLAUSE 15 - MANAGEMENT OPERATIONAL ASSISTANCE

It is agreed by all parties that some MOA will be permitted within this Enterprise Agreement. That is, in circumstances where no-one is available to lift containers off vehicles or when general assistance is required to maintain continuity of work and service to customers in emergency circumstances only.

**Note:** The employer will not be able to implement this clause in circumstances where industrial action is occurring.

## CLAUSE 16 - TRANSPORT HOURLY RETURN (KPI)

Key Performance Indicators (KPI's) are measures to record productivity and enable performance to be monitored over a period of time.



One such KPI developed that is a relevant measure of productivity to this Enterprise Agreement is the "Transport Hourly Return".

The Transport Hourly Return is calculated each week by taking the total revenue earned from EA Rocke vehicles and local subcontractors and dividing that figure by the total numbers of hours worked.

Year to date (up to week \_\_\_\_\_, January \_\_\_\_\_) the KPI performance is as follows:

Average weekly hours worked

### Average weekly Transport Hourly Return

It is proposed as part of this Enterprise Agreement to set a target for this KPI of \$.

A commitment from all parties - management, forklift operators and truck drivers - to the increased productivity of our vehicles fleet will lead to gains which can be costed and shared amongst all employees bound by this Enterprise Agreement.

The hourly return above can be improved by:

- reducing turnaround times in our yard
- more communication between yard and transport personnel
- a commitment to continuous improvement of services provided to our customers
- management's commitment to the best possible utilisation of resources.

### CLAUSE 17 - PRIORITY SERVICES

The parties are committed to observe all its undertakings with clients, the significance of several contract are acknowledged by the parties through the introduction of "priority services".

As such it is agreed between the parties that the following services shall be deemed to be "priority services" and will not be effected in anyway by industrial stoppages, bans or limitations or any other circumstances, as agreed with the state secretary of the Union, New South Wales Branch, and the site employees.

Contracts deemed to be "Priority Services",

- I. Health Care/Medical Products

### CLAUSE 18 - SPREAD OF HOURS

The parties agree that more cost effective service levels will be achieved by changing the spread of hours to 0630 to 1800 Monday to Friday.

### CLAUSE 19 - STARTING TIMES

It is agreed that flexible starting times, within the new spread of hours ie 0630 to 1800 will enhance the operational effectiveness of the company's contracts.



The ability to vary an employees start time without the 7 day notice period as contained within the award, will significantly improve productivity levels for both labour and capital employed.

As such it is agreed that an employee may have their starting time varied, provided that notice is given to the employee prior to the cessation of their last shift.

## CLAUSE 20 - RE-ARRANGEMENT OF HOURS

The parties agree that where circumstances exist to provide clients with enhanced operational coverage through variation of work hours, then and by agreement with those employees concerned a re-arrangement of hours may be introduced.

Provided that where a re-arrangement of hours has been introduced the following guidelines apply:

1. Hours of work will be up to a maximum of 10 hours a day
2. Ordinary hours may be worked Monday through Friday
3. Maximum hours of ordinary time work over a 4 week period will be 152 hours.

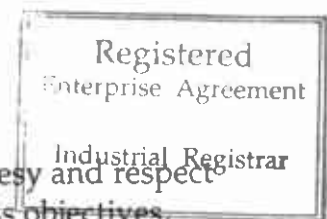
## CLAUSE 21 - CODE OF CONDUCT)

The following CODES 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 employee including management are required to:

1. Treat customers and colleagues with honesty, courtesy and respect
2. Effectively perform their duties in line with business objectives, awards/agreements policies, rules and procedures
3. Work in a safe and healthy manner
4. Attend work when required and report absences immediately



## 2. Acts of Dishonesty

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

1. Proven cases of Theft or Pilferage (stealing)
2. Falsifying of documents so as to achieve a benefit one is not entitled to (wage/timesheets etc)
3. Clocking off and on Bundy cards other than the Bundy card displaying the employees own payroll number
4. Any form of proven 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

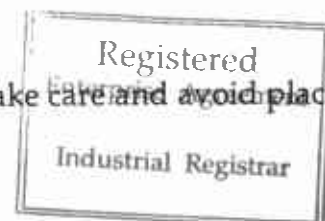
Above relates to during working hours and on Company or client's property, however, it does not prevent employees using self defence to defend themselves.

5. Refusal to follow or carry out a Lawful and Reasonable request/directive given by a Supervisor, Fleet Controller, Manager
6. The use of, or being affected by or in possession of Illegal Drugs and/or substances in company time, on company property.

The use of drugs which may affect any employee/s performance must be brought to the attention of the employee's Supervisor or Manager, Such information will be deemed confidential.

7. 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.

1. Driving any vehicle in the yard/warehouse complex at excessive speed or recklessly.
2. Mishandling (throwing, kicking) thereby causing damage to Customer and/or Company products/property.
3. Not approaching or treating employees in a reasonable and civil manner.
4. Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within one (1) hour).
5. Unacceptable attendance, continual lateness, patterned absences, failure to notify the company via a Supervisor, for a pending absence (prior to rostered start time).
6. Failure to wear Company uniform while representing the Company whilst effecting pick-ups and deliveries.
7. Failure to effectively perform duties.
8. Failure to be free from the influence of alcohol when reporting to work.
9. Failure to work in a Safely and Healthy manner.

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

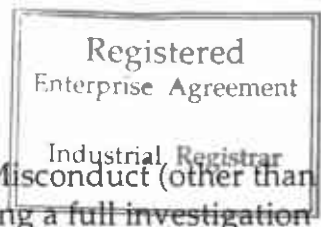
#### 4. General Conduct

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

1. Circumstances and work relevance of the misconduct
2. Seriousness of the misconduct
3. Employee's explanation of his/her conduct
4. Employee's past conduct and personal situation

#### Note 1

At the discretion of the Company, an employee involved in Misconduct (other than Acts of Dishonesty) may be stood aside on normal pay pending a full investigation



Note 2

Letters of Warning for Misconduct (other than Acts of Dishonesty) will remain on an employee's file as follows:

FIRST:                   6 months  
SECOND:                9 months  
THIRD:                 12 months

Certain stages maybe by-passed depending on the severity of the circumstances.

Note 3

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 22 - TRIP RATES**

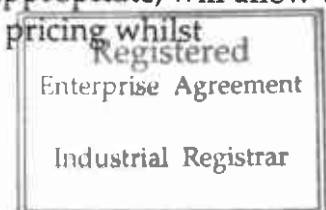
To achieve the aims and objectives of this Enterprise Agreement, the parties acknowledge the need to adopt a more Flexible approach to existing work procedures in order to increase the efficiency, productivity and competitiveness of the Company.

The parties agree that the introduction of trip rates, where appropriate, will allow the Company to increase the market share through competitive pricing whilst maintaining appropriate wage outcomes.

**CLAUSE 23 - MULTI-SKILLING**

It is agreed that all employees, as and when directed by the company will make themselves available to work in any section/s to gain experience in performing all tasks and functions associated with company operational activities.

Employees will undertake any necessary training to facilitate the skill enhancement associated with multi-skilling.





## CLAUSE 24 - PAYMENT OF WAGES

All employees are to be paid weekly by Electronic Funds Transfer (EFT)

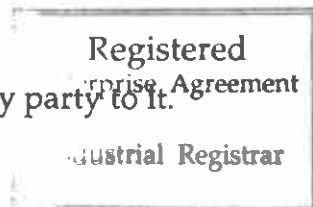
The Company will pay wages to accounts by close of business each Wednesday.  
Casuals engaged by the Company will be paid by EFT on a weekly basis.

## CLAUSE 25 - FLEXIBLE LUNCH ARRANGEMENT

The parties agree that where opportunities exist to enhance company revenues through increased vehicles utilisation, employees by agreement, will work through their allocated meal break with no penalty payments as prescribed under the Parent Award, provided that employees will take a lunch break at a more convenient time during the employees shift.

## CLAUSE 26: DURESS

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



Signed for and on behalf of  
Mayne Nickless Limited trading as  
EA Rocke Container Services NSW

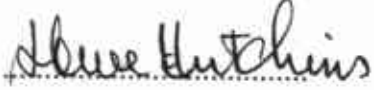
Dated: 21 / 8 / 96


Signed:   
Print Name: MARTIN JOHNSON

Witnessed:   
Print Name: Mark Heaysman

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

Dated: 29 / 8 / 96

Signed:   
Print Name: STEPHEN HUTCHINS

Witnessed:   
Print Name: R.A. GALVIN

