

Registered  
Enterprise Agreement

Industrial Registrar

# ENTERPRISE AGREEMENT

NO. EA 98/186 .....

DATE REGISTERED 10.6.98 .....

PRICE \$ 26 .....

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/186**

**TITLE: Mayne Nickless Logistics EA Rocke Wharf Services NSW Enterprise Bargaining 1997 Agreement**

**I.R.C. NO: 98/2589**

**DATE APPROVED/COMMENCEMENT: 10 June 1998**

**TERM: Expires 30 November 1999**

**NEW AGREEMENT OR**

**VARIATION: New. Replaces EA 96/409 (I R Act 1996).**



**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 13**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees of Mayne Logistics trading as EA Rocke Wharf Services (NSW) in respect of its employees who are or are eligible to be members of the union within the classifications of Transport Worker Grades 1 to 8.**

**PARTIES: Mayne Logistics EA Rocke Wharf Services NSW -&- Transport Workers' Union of Australia, New South Wales Branch**

October 1997

**ENTERPRISE AGREEMENT  
MAYNE LOGISTICS  
in respect of:**

**E.A. Roche Wharf Services - Banksnmeadow**

***(A Logistics Service of Mayne Nickless Limited)***

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

**and**

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



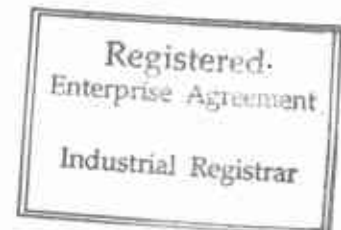


## CLAUSE 1 - TITLE

This Agreement shall be known as the Mayne Logistics EA Rocke Wharf Services NSW Enterprise Bargaining 1997 Agreement.

## CLAUSE 2 - ARRANGEMENT

- Clause 1 - Title
- Clause 2 - Arrangement
- Clause 3 - Scope
- Clause 4 - Relationship To Parent Award
- Clause 5 - Period of Operation
- Clause 6 - No Further Claims
- Clause 7 - Settlement Of Disputes
- Clause 8 - Rates of Pay
- Clause 9 - Management and Staff Commitments
- Clause 10 - Purpose of Agreement
- Clause 11 - Permanent Part Time Employees
- Clause 12 - Agreed Rest Periods.
- Clause 13 - Annualised Salary Concept
- Clause 14 - Payment For Meeting And or Training
- Clause 15 - Management operational Assistance
- Clause 16 - Transport Hourly Return (KPI)
- Clause 17 - Priority Services
- Clause 18 - Spread of Hours
- Clause 19 - Starting Times
- Clause 20 - Re-Arrangement of Hours
- Clause 21 - Code of Conduct
- Clause 22 - Trip Rates
- Clause 23 - Multi-Skilling
- Clause 24 - Payment of Wages
- Clause 25 - Flexible Lunch Arrangement
- Clause 26 - Duress



## CLAUSE 3 - SCOPE

This Enterprise Agreement shall be binding on:

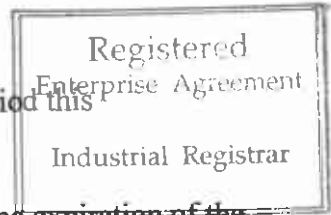
1. The Transport Workers Union of Australia, New South Wales Branch (The union, its officers, members,  
  
and
2. Mayne Logistics trading as EA Rocke Wharf Services NSW (the Company) in respect of its employees, who are eligible for membership of (the Union).

## CLAUSE 4 - RELATIONSHIP TO PARENT AWARD

This Enterprise Agreement shall be read in conjunction with the Transport Industry 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 until 30 September 1999.
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 concept where consistent with a State 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 shall be observed (it is recognised by all parties that "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.

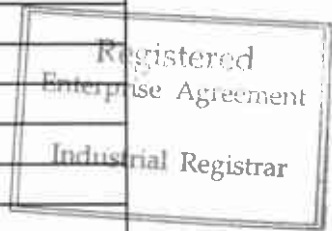
This disputes procedure is to be read in conjunction with the disputes procedure contained within the "Heads of Agreement" document which, provides the framework to process the Unions "Fair Wages" claim.

## CLAUSE 8 - RATES OF PAY

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

Grade	Existing Rate
Grade 1	446.60
Grade 2	462.30
Grade 3	473.10
Grade 4	482.60
Grade 5	506.80
Grade 6	512.90
Grade 7	531.40
Grade 8	569.10

4%	2/11/97
Grade	
Grade 1	464.46
Grade 2	480.90
Grade 3	492.02
Grade 4	501.90
Grade 5	527.07
Grade 6	533.42
Grade 7	552.66
Grade 8	591.86



3.5%	05/07/98
Grade	
Grade 1	480.72
Grade 2	497.62
Grade 3	509.24
Grade 4	519.47
Grade 5	545.52
Grade 6	552.09
Grade 7	572.00
Grade 8	612.58

2.5%	07/02/98
Grade	
Grade 1	492.74
Grade 2	510.06
Grade 3	521.97
Grade 4	532.46
Grade 5	559.16
Grade 6	565.89
Grade 7	586.30
Grade 8	627.89

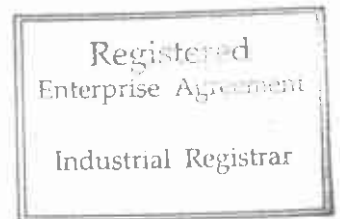
Note: Wage increases will apply from the first full pay period from the above dates.

## **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 (i e 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 imp]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 as soon as possible.



## **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 flexibilities, 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 facility's needs/servicing requirements;
- opportunities for staff 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 paters
- Work roster modeling
- Work practice reviews
- Continuous service improvements 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 may be utilised. This provision complements the Company's Affirmative Actions Strategies for 1997-99 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 the 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 s 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 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 six 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 leave 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 analysed 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 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/training
- Toolbox meetings
- Management meetings
- Any training course

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## **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 (Kepi's) are measures to record productivity and enable performance to be monitored over a period of time, with the objective of:

- reducing turnaround times in our yard.
- more communication and greater planning, between supervisors/forktruck drivers on booking slots, releases, availability of containers, etc. with the objective of better utilisation of resources and greater customer service.
- 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 undertaking 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 affected 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.

## **CLAUSE 18 - SPREAD OF HOURS**

It is agreed that flexible starting times, within the new agreed spread of hours i.e. 0600 to 1800 will enhance operational flexibility.



## CLAUSE 19 - STARTING TIMES

It is agreed that flexible starting times, within the new spread of hours i.e. 0600 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 re-arrangement of hours may be introduced.

Provided that where an 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:

- i). Treat customers and colleagues with honesty, courtesy and respect.
- ii). Effectively perform 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

## 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) 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 employees



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 employees 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 uniform while representing the Company whilst effecting pickups 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 Safe 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 may be 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 sections 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 Logistics trading as  
EA Rocke Wharf Services NSW

Dated: 27th March 1998

Signed: *CLong*

Witnessed: *R.J. Lowe*

Print Name: COLIN LONG

Print Name: R.J. LOWE

Witnessed:

R.J. Lowe  
J.P. 9425449  
61 STURT AVE.  
GEORGES HALL  
2198

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

Dated: 27-3-98

Signed: *Anthony Stiller*

Witnessed: *J. King*

Print Name: Anthony Stiller  
Acting Secretary

Print Name: J. KING

