

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/115

TITLE: Mayne Nickless Logistics, Port Kembla Local Operations Stage I & II Enterprise Agreement

I.R.C. NO: 97/2245

DATE APPROVED/COMMENCEMENT: 28 May 1997

TERM: 12 Months

NEW AGREEMENT OR  
VARIATION: New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Transport Worker Grades 1 to 8 engaged in transport and related services

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

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**“Without Prejudice”**

**ENTERPRISE AGREEMENT**

**(Stage I & II)**



**Mayne Nickless Logistics  
in respect of  
PORT-KEMBLA LOCAL OPERATIONS**

*(A Logistics Service of Mayne Nickless Limited)*  
ACN 004 073 410

**AND**

**The Transport Workers Union of Australia  
New South Wales Branch**

**Date: 3 April 1997**

**Clause 1: Title**

This agreement shall be titled The Mayne Nickless Logistics, (Port Kembla Local Operations), (Stage I & II) Enterprise Agreement.

**Clause 2: Arrangement**

<b>Clause 1: Title</b>	2
<b>Clause 2: Arrangement</b>	2
<b>Clause 3: Purpose Of The Agreement</b>	4
<b>Clause 4: Relationship to Parent Award</b>	5
<b>Clause 5: Scope and Application</b>	6
<b>Clause 6: Period of Operation</b>	6
<b>Clause 7: Duress</b>	6
<b>Clause 8: Structural Efficiency Principle</b>	6
<b>Clause 9: Enterprise Agreement - Stage 1</b>	6
<b>Clause 10: Wage Increase</b>	7
<b>Clause 11: No Extra Claims</b>	8
<b>Clause 12: Flexible Lunch Arrangement</b>	8
<b>Clause 13: Annualised Salary (By Consultation and Agreement)</b>	8
<b>Clause 14: Flexible Starting Times</b>	9
<b>Clause 15: Casual Employees</b>	9
<b>Clause 16: Permanent Part Time Employees</b>	9
<b>Clause 17: Management Operational Assistance</b>	10
<b>Clause 18: Vehicle Computer Downloading</b>	10
<b>Clause 19: Trip Rates</b>	10
<b>Clause 20: Payment for Meetings and/or Training</b>	11
<b>Clause 21: Housekeeping and Maintenance</b>	11
<b>Clause 22: Dispute Procedures</b>	11
<b>Clause 23: Payment of Wages</b>	13
<b>Clause 24: Priority Services</b>	13
<b>Clause 25: Labour Portability ( Within Illawarra region )</b>	13
<b>Clause 26: Code of Conduct</b>	14
<b>Clause 27: Multi Skilling</b>	16
<b>Clause 28: Annual Leave</b>	16



**Clause 29: Future Technology** \_\_\_\_\_ 17

**Clause 30: Consultative Process** \_\_\_\_\_ 17

**Clause 31: Crib Breaks** \_\_\_\_\_ 17

**Clause 32: Total Quality Management / CSI** \_\_\_\_\_ 17

**Clause 33: Rostered Days Off / Annual Leave** \_\_\_\_\_ 17

**Clause 34: Spread of Hours** \_\_\_\_\_ 18

**Clause 35: Hours** \_\_\_\_\_ 18

**Clause 36: Time off in Lieu of Overtime** \_\_\_\_\_ 18

**Clause 37 - Induction Program** \_\_\_\_\_ 18



### **Clause 3: Purpose Of The Agreement**

#### **(i) Intent**

This Agreement has been designed to provide opportunities for Management and staff to develop specific improvements or initiatives within the business. The Company, in conjunction with its employees and the Union, intends to achieve a stable and workable employee relations environment at the business unit/site to provide flexibilities, a competitive edge, improved efficiency and quality services. To this end the union and employees agree to work with the Company to facilitate:

- more dynamic and innovative working arrangements than exist at present.
- improved business and customer needs/servicing requirements;
- introduction of new technologies and related initiatives;
- new hours and start time initiatives;
- opportunities for staff to participate in new initiatives;
- potential for an annualised salary system;
- initiatives which improve restructuring initiatives/business plans/budgets/work culture and servicing requirements;
- award provisions being in plain English and simpler to read;
- a future comprehensive company Award.

#### **(ii) Continuous Improvement Initiatives**

- a) The parties to this Agreement are committed to positively identify and implement measures to improve productivity and efficiency at an enterprise level during the life of this Agreement.
- b) The parties will develop specific productivity, efficiency measures and key performance indicators (KPIs).
- c) Specific measures to be considered as part of a broad agenda may include but not be limited to matters such as:
  - improved service delivery;
  - flexible work patterns;
  - work roster modelling;

- work practice and restructuring reviews;
- workers compensation;
- continuous service improvement processes etc.

(iii) The Union will not unreasonably object to such matters being discussed or reviewed during the life of this agreement.

(iv) The consultative committee will be involved in monitoring such matters and the Union will not unreasonably object to such matters.



#### **(v) Management and Staff Commitments**

The parties agree that it is to their mutual benefit to commit to the following:

- a) Focus decision making and responsibilities around customer satisfaction (internal and external).
- b) Improve customer service expectations via continuous service improvement.
- c) Deal honestly and fairly with each other at the workplace, including customers, suppliers and the wider community which the Company serves.
- d) Ensure the needs of the business are a joint priority in assessing and implementing future initiatives under this Agreement.

Note: Such Agreements will be included as an annexure to this Agreement.

- e) Ensure the business and customers interests are not compromised or impacted on by industrial action, before ensuring consultation with Management levels occurs as an accepted standard practice. (The disputes procedure herein will be adhered to).
- f) Upholding the Company's policies and procedures at each site and by each individual employee.

#### **Clause 4: Relationship to Parent Award**

This agreement shall be read and interpreted wholly in conjunction with the Transport Industry State Award (1996) provided that where there is an inconsistency, this Agreement shall take precedence to the extent of the consistency.

**Clause 5: Scope and Application**

The Terms and Conditions of the Agreement shall apply to Mayne Nickless Logistics, (Previously Robinsons Illawarra Transport) (hereinafter referred to as 'the company'), the Transport Workers Union of Australia, New South Wales Branch (hereinafter referred to as 'the Union') and the companies employees engaged in transport and related services.

**Clause 6: Period of Operation**

- (i) This agreement shall operate on and from the first full pay period this agreement is registered and shall remain in force for a period of 12 months
- (ii) The parties undertake to commence discussions 3 months prior to the expiration of the Agreement, however, this agreement will continue in force until replaced by a new Agreement.

**Clause 7: Duress**

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

**Clause 8: Structural Efficiency Principle**

The parties agree that efficiencies introduced as a result of the Structural Efficiency Principle continue to have a positive impact on business performance.

**Clause 9: Enterprise Agreement - Stage 1**

The parties agree provisions introduced as a result of the Stage 1 Enterprise Agreement shall continue to be applied unless better initiatives are introduced, in lieu, in this Stage 2 Agreement.

The Union and its officers in conjunction with management and employees will commit resources and energies to improving and achieving productivity, efficiency and performance outcomes in each business unit/site in a cooperative manner.

**Clause 10: Wage Increase**

Employees will as a result of this agreement, have their rates of pay increased from the first full pay period as follows:

<b>Grade</b>	<b>Previous Industry Award Rate</b>	<b>Final EBA Increase on and from Ratification</b>
1	388.40	\$446.70
2	402.00	\$462.30
3	411.40	\$473.10
4	419.60	\$482.50
5	440.70	\$506.80
6	446.00	\$512.90
7	462.10	\$531.40
8	494.90	\$569.10





### **Clause 11: No Extra Claims**

The Union undertakes that there shall be no further wage increases during the life of this Agreement.

Wage rates paid pursuant to this Agreement are inclusive of State Wage Case determinations for the life of this Agreement.

### **Clause 12: Flexible Lunch Arrangement**

The parties agree that where opportunities exist to enhance company efficiencies through increased vehicle utilisation, employees will ensure, they arrange the taking of their meal breaks to complement customer meal break times and to ensure down time is eliminated on routes.

Accordingly, meal breaks may be varied to ensure lunch breaks are taken at a more convenient time during the employees shift.

### **Clause 13: Annualised Salary (By Consultation and Agreement)**

#### **(i) Intent**

- a) Where efficiencies and flexibility's can be identified as part of implementing an annualised salary system in lieu of the traditional Award wage plus extra's associated with an Award, then the parties will work co-operatively towards implementing an annualised salary, which will be paid by Electronic Funds Transfer (EFT) weekly.
- b) Any new Annualised Salary scheme will not create any additional wage costs to the Company, since the calculations for Annualised Salaries will involve averaging existing wage rates, allowances, overtime, shift/weekend (as applicable) and public holiday payments previously paid, to establish an Annualised salary on an all up rate in return for employees working flexible hours without start and finish time restrictions and satisfying all work demands as required.

Note: An Annualised Salary will be designed as an incentive for work done within the business.

The Union and its officers will discuss the concept of Annualised Salaries with flexible arrangements applying for the business.

(ii) The parties agree to have in place provisions which meet clients needs and ensure operational coverage is enhanced through having flexible and innovative hours. It is important drivers are ready to commence driving duties at starting times which optimise the achieving of route services in a timely manner, therefore, the parties commit to this objective.

Any re-arrangement of hours will be arranged around business priorities and services, subject to the following:-

- a. Ordinary hours of work may be an average of 38 hours over a 4 week cycle of 152 hours.
- b. The working of the 38 hour week may be arranged in any of the following ways:-
- 1) In shifts of varying lengths which average a total of 38 hours per week.
  - 2) 152 hours to be arranged in order that an employee shall not be required to work their ordinary hours on more than 20 days in a 28 day cycle.
  - 3) Each shift shall consist of not more than ten (10) ordinary hours of work per day, provided that by mutual agreement between the employer and employee(s) up to a maximum of 12 ordinary hours maybe accommodated as part of providing service delivery to clients.
- c. Nothing contained in this clause shall limit the method of the working of the 38 hour week, where various sections of the establishment have different needs and/or services to be maintained.

#### **Clause 14: Flexible Starting Times**

It is agreed as from the finalisation of this Agreement (a yard vote) flexible hours maybe worked up to any five days in a week. It is agreed employee(s) may have their starting time varied for shift work and also between 5.30 am and 9.00 am, provided notice is given to the employee(s) prior to the cessation of the previous shift. Where starting times are to be implemented outside 5.30 am to 9.00 am the employer will give 7 days notice unless mutually agreed.

Note: Existing employees (including 2 existing casuals) will continue to have flexible start times apply from 6am.

Casuals employed on and from the 3 April 1997 will continue to have flexible start times apply from 6am, provided, upon being made permanent at the discretion of the employer the 5.30am start time will be legally applicable.

#### **Clause 15: Casual Employees**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part time or full time employee.
- (ii) All casuals engaged shall receive a minimum payment of 4 hours for each start.

#### **Clause 16: Permanent Part Time Employees**

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

The Permanent Part Time employee provision is as follows:

- I. A Permanent Part Time employee (inclusive of drivers) 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 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 17: Management Operational Assistance**

It is agreed by both parties, that MOA will be permitted within the Agreement where circumstances are such that the situation is deemed that no one is available for general assistance to maintain continuity of work in **emergency or non revenue raising situations**.

### **Clause 18: Vehicle Computer Downloading**

The parties agree that the measurement of vehicle and driver performance and driver techniques is imperative to ensure competitiveness and Occupational Health and Safety.

Therefore, after the implementation of a structured training program, all employees will be required to download their Circuitlink or other Vehicle Internal Computer system and submit periodically the output to his or her supervisor.

Adequate downloading capabilities will be provided by the company to each yard to facilitate this activity.

This activity must be done every month of the year and submitted.

### **Clause 19: Trip Rates**

To achieve the aims and objectives of this 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 acknowledge the benefits of trip rates and as such will form a committee to review future trip rate options. Any trip rates introduced must be by mutual agreement between local management and the trip rate committee and be in line with the Award.



## **Clause 20: Payment for Meetings and/or Training**

It is agreed that the company can conduct one (1) training course on one (1) Saturday for the term of this agreement (a minimum of four (4) hours pay at ordinary time will be paid, additional hours will be paid at time and a half.

Examples would be, but not limited to the following.

- O.H.S. Meetings.
- Toolbox meetings
- Management meetings
- Any training courses.

All compulsory training will be paid at the appropriate penalty rates.

Note: Alternative arrangements maybe entered into where there is mutual agreement.



## **Clause 21: Housekeeping and Maintenance**

It is agreed that all employees, including management will be responsible for ensuring their work environment is maintained in a clean and tidy state.

Further the company may request employees undertake general yard cleaning/loading/ housekeeping duties as and when the need arises. This may also involve the Occupational Health & Safety issues.

Drivers are responsible for maintaining vehicles, such as:

- I. pre-check inspections of oil, water, tyres, fuel, load security, lights will occur prior to start times
- II. ensuring vehicles are regularly washed and cleaned as required by the customer or employer in an environmentally acceptable washing facility.

## **Clause 22: Dispute Procedures**

### **Disputes Avoidance and Settlement Procedure**

The following procedure represents the joint commitment by the parties to the EBA process to ensuring, through a defined consultative process, all matters of concern to the parties can be resolved so that the interests of all those affected, including clients, are protected from disruption and the value of the productivity and efficiency improvement benefits provided by the EBA's are sustained. The process emphasises the need for local management and union officials to expedite the effective resolution of issues as they arise.

## Disputes Avoidance Procedure

### Application:

The following disputes avoidance procedure will apply in the event that a question, dispute or difficulty arises involving employees and the management of the Company (activity).

### Objective:

The objective of this procedure is to establish a means of facilitating the resolution of questions, disputes or difficulties without disruption to the operations of the Company. It is based on the intent of the parties to support the timely and orderly determination of issues which arise in the workplace from time to time.

### Process:

#### Dispute Avoidance and Settlement Procedures

Dispute occurs;

- |         |   |  |
|---------|---|--|
| Stage 1 | - | Site procedures are followed (ie. conferences with, member, delegate, local official).   |
| Stage 2 | - | After stage 1 is completed there is a 24 hour cooling off period where the status quo is retained.                               |
| Stage 3 | - | During the stage 2 cooling off period conferences will be held between State Management of MNL and State Secretaries of the TWU. |
| Stage 4 | - | After stage 3, there is a further minimum 24 hour cooling off period where the status quo is retained.                           |
| Stage 5 | - | During stage 4 there are conferences between national Management of MNL and the State Secretary of the TWU.                      |
| Stage 6 | - | After stage 5 is completed there is a further minimum 24 hour cooling off period where the status quo is retained.               |
| Stage 7 | - | During stage 6, the matter may be referred to the IRC. Both parties will agree to the IRC's decisions.                           |

### Variations

- a) Safety issues will be dealt with as determined by OH & S Chairman/representative, or the State OH & S bodies in accordance with the correct procedures.

Essential Services - such as supply of blood, medical services and perishable items shall not be interrupted through industrial disputation. Additionally where specific EBA exemptions/priority services have been agreed, these shall continue to apply.



## Status Quo

**Special Note:** The TWU commits to communicate their support and agreement in regard to the adherence to disputes procedures contained in this agreement.

The Status Quo is defined as the practice in place prior to the dispute.

If the Status Quo position cannot be agreed then the procedure is to fast track to the State level of the IRC with no commitment given.

Notwithstanding anything contained in this procedure, both parties reserve the right to notify the IRC at any stage of the process.

## Clause 23: Payment of Wages

All employees (including casuals) are to be paid weekly by Electronic Funds Transfer (EFT). The company will pay wages to accounts by close of business each Wednesday.

The company may vary paydays around public holidays or where circumstances beyond the control of the employer necessitates the moving of pay days without penalty.

## Clause 24: Priority Services

The company is committed to observe all its commercial undertakings with clients. The significance of several contracts 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 committee.

Contracts deemed to be 'Priority Services':

1. BHP Sheet & Coil Waste and Acid Operations

A minimum four (4) hour call in payment will apply.

## Clause 25: Labour Portability ( Within Illawarra region )

1. A fundamental discipline of the Company's business is the ability to effectively utilise its resources, including employees and equipment.
2. Customer requirements vary on a day to day basis, and as such the Company must respond accordingly.

3. 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.
4. As such, where work volumes dictate, all employees following consultation will be portable from one section/location to another section/location within the company.
5. Consideration will be given to the employees qualifications, capabilities and specific product knowledge.

### **Clause 26: Code of Conduct**

The following Codes of Conduct have been designed to ensure all employees understand their obligation / responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

#### **a) General**

All employees including management are required to:

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

#### **b) Acts of Dishonesty**

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

- (i) Proven cases of theft and Pilferage (stealing).
- (ii) Falsifying of documents so as to achieve a benefit one is not entitled to (wages / time sheets etc.).
- (iii) Clocking off or on Bundy cards other than the Bundy card displaying the employees own payroll number.

- (iv) Any form of proven malicious violence towards:

- Company property
- Customers and / or their property
- Any member of the public and / or their property
- A fellow employee / s

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

- (v) Refusal to follow or carry out a Lawful and Reasonable request / directive given by a Supervisor, Fleet Controller, Managers.
- (vi) 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 prescription 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.
- (vii) 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.

**c) 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:

- (i) Driving any vehicle in the yard complex at excessive speed.
- (ii) Mishandling (throwing, kicking) thereby causing damage to Freight.
- (iii) Failing to ensure a vehicle check occurs for - Oil, Water, Tyres and Fuel, which results in a breakdown, vehicle damage, or loss to productive time.
- (iv) Not approaching or treating employees in a reasonable and civil manner.
- (v) Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within one (1) hour).
- (vi) Unacceptable attendance, continual lateness, patterned absences, failure to notify the Company via a Supervisor, for a pending absence (prior to rostered start time).
- (vii) Failure to wear Company uniform while representing the Company whilst effecting pick-ups and deliveries.
- (viii) Failure to effectively perform duties.
- (ix) Failure to be Free from the Influence of Alcohol when reporting to work.
- (x) Failure to work in a Safe and healthy manner.
- (xi) Failure to comply with Operating Procedures which may lead to injury/damage to property/person or productivity.



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

**d) General Conduct**

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

- (i) Circumstances and work relevance of the misconduct.
- (ii) Seriousness of the misconduct.
- (iii) Employee's explanation of his / her conduct.
- (iv) 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	-	12 months
Second	-	12 months
Third and Final	-	24 months

**Note 3:**

The employee shall have the right to have a witness of their choice present during all the above steps

Notwithstanding anything contained in this Code of Conduct, the employee has the right to have a Union official and / or delegate present during any of the steps outlined in this clause

(Note 2 above) the employee will be required to sign such letters of warning to confirm he / she understands their content.

**Clause 27: 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 multiskilling.

**Clause 28: Annual Leave**

The parties agree to implement an Annual Leave Roster, this system will call for employees to nominate when they wish to proceed on Annual Leave, the employee would also be required to give alternative dates. The submission of an annual leave request does not constitute that the leave will be approved.

The introduction of Roster Annual Leave will reduce the need for Outside/ Casual hire employees as well as provide a more stable level of resources.

The Company will call for Annual Leave dates on yearly basis and respond to employees within 30 days as to their allocated leave dates.

This annual leave roster will be compiled taking into account the operational needs of the business. These being that where sites close or scale down for Christmas, Easter, Builders R.D.O.'s etc. the workforce will be required to take annual leave.

### **Clause 29: Future Technology**

Presently, the Company and its customers have been working together to develop new work processes.

The objective of this exercise is to enhance customer service levels through quantum changes to how both the Customer and the Company presently deliver their respective services.

The parties agree that any changes to this work methodology brought about by the process re-design will be implemented in a co-operative manner.

### **Clause 30: Consultative Process**

The Parties agree that a consultative approach to workplace change programs will apply. The Site Consultative Committee will meet on a regular basis to monitor the effectiveness of the Enterprise Agreement and identify new areas of workplace activity that can be improved to enhance productivity, customer service and job satisfaction. Those meetings ought to be held at least bimonthly or as necessary and on company time during the life of this Agreement.



### **Clause 31: Crib Breaks**

The Company requires as a general rule, that all employees take their crib breaks during overtime periods.

To ensure that this practise occurs, all employees returning to the depot/ yard will be deemed to have taken a crib break, unless authorised otherwise by an appropriate officer of the Company.

### **Clause 32: Total Quality Management / CSI**

The parties agree to embrace the principles of Quality Management to every day working life.

The parties commit to participating in any Productivity Improvement Initiatives that are introduced from time to time ie. Quality Improvement Teams, Continuous Service Improvement Teams.

### **Clause 33: Rostered Days Off / Annual Leave**

The parties agree that the company may request an employee to take a single RDO as the business unit requires on the provision that:

1. It is by mutual agreement or where no agreement has been reached, the company may direct an employee to take an RDO by giving appropriate notice.

2. Employees give 2 days notice and management respond within 24 hours of acceptance or rejection.
3. That employees be paid out at Christmas each year outstanding RDO's.

This process to be monitored over the next 6 months and assessed by the consultative committee.

### **Clause 34: Spread of Hours**

The parties agree that the current starting times applying to various depots/yards reflect the agreed position of the parties, and where those times are contrary to the Award spread of hours, the starting time shall be deemed to be the commencement of the spread of hours.

### **Clause 35: 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 for each shift shall consist of not more than ten (10) ordinary hours of work per day unless there is mutual agreement to greater hours being worked
2. Ordinary hours may be worked up to any 5 days
3. Maximum hours of ordinary time work over a 4 week period will be 152 hours.

### **Clause 36: Time off in Lieu of Overtime**

By mutual agreement, employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off to be taken at ordinary time, that is, one hour for each hour worked.

### **Clause 37 - Induction Program**

The parties agree that acceptance of and on-going compliance to the Company Induction Program is fundamental to ensuring that both Management and employees understand their respective responsibilities towards each other including customers and the general public.



Signed for and on behalf of

Dated: 4.4.97

Mayne Nickless Limited trading as  
Mayne Nickless Logistics

Signed: [Signature]  
Print Name: HEARNSMAN

Witnessed: [Signature]  
Print Name: MARTIN JOHNSON

Signed for and on behalf of

Transport Workers Union of Australia  
New South Wales Branch

Dated: 17.4.97

Signed: [Signature]  
Print Name: .....

Witnessed: [Signature]  
Print Name: V. FLETCHER

