

**REGISTER OF  
ENTERPRISE AGREEMENTS**

Registered  
Enterprise Agreement  
Industrial Registrar

**ENTERPRISE AGREEMENT NO: EA97/198**

**TITLE: McPhee Transport Sydney Depot Enterprise Agreement**

**I.R.C. NO: 97/6112**

**DATE APPROVED/COMMENCEMENT: 27 November 1997 and commenced 22 October 1997**

**TERM: Expires 30 June 1999**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA 289/96**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Employees covered by the Transport Industry (State) Award at the transport depot for the Sydney operation**

**PARTIES: J McPhee & Son (Australia) Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch**

# McPHEE TRANSPORT SYDNEY DEPOT ENTERPRISE AGREEMENT



## (1) Parties to the Agreement.

This Enterprise Agreement, made in pursuance of the Industrial Relations Act 1996 no 17 in accordance with the provisions of Section 29, Chapter 2, Part 2, Divisions 1 - 3 of the said Act, to partially regulate the following terms and conditions of employment between,

J McPhee & Son (Australia) Pty Limited of 23 Bennelong Road, Homebush Bay, N.S.W. 2140

and

the Transport Workers Union of Australia (NSW Branch)

## (2) Title of Agreement

This agreement shall be known as the "McPhee Transport" Sydney Depot Enterprise Agreement.

## (3) Definitions

For the purpose of this agreement the following definitions shall apply.

1. "Agreement" shall mean the enterprise agreement to which this document refers.
2. "Employee" shall mean any person who works under the Transport Industry State Award conditions at the direction of the employer and receives payment in terms of this agreement.
3. "Employer" shall be the body directing the employees in this agreement being the company known as J. McPhee & Son (Australia) Pty Limited trading as McPhee Transport.
4. "Enterprise" shall mean the transport depot for the Sydney operation.
5. "The Act" shall mean the Industrial Relations Act of New South Wales, 1996.
6. "Union" shall mean the Transport Worker's Union of Australia, New South Wales Branch.
7. "Award" shall mean the Transport Industry (State) Award or any Award replacing, succeeding or modifying that award that binds the employer.

## (4) "Duress"

The parties to this agreement agree that agreement has been reached through consultation consensus and decided upon by a ballot of the employees present, without duress by any party.

## (5) "Area and Incidence"

This agreement shall be read in conjunction with the Transport Industry (State) Award and the Transport Industry Wages (State) Award and where any inconsistency between this

Enterprise Agreement and the awards mentioned the conditions of the Enterprise Agreement shall prevail.

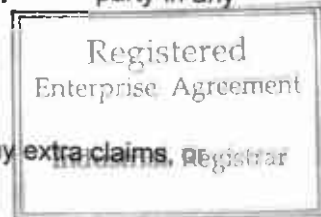
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(6) "No Precedent"

It is agreed that no part of this Agreement shall be used as a precedent by either party in any other negotiations or proceedings.

(7) "No further claims clause"

Both parties agree that for the duration of the agreement not to pursue any extra claims, Registrar over award payments.



(8) Disputes Settlement Procedures.

The procedures for the resolution of grievances and industrial disputation concerning matters arising under this enterprise agreement shall be in accordance with the grievances and disputes procedures as prescribed by the Industrial Relations Act, 1996, and shall be dealt with as per Section 4, Clause 24, Disputes Procedure as set out in the Transport Industry (State) Award as follows:

- a) In the event of an industrial dispute, the representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.
- b) In the event of failure to resolve the dispute at job level the matter shall be subject of discussions between an organiser of the Union and the workplace manager.
- c) Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.
- d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- e) All work shall continue normally while these negotiations are taking place

(9) Length of term of Agreement.

The length of term of this agreement is from the date of signing until 30<sup>th</sup> June 1999.

(10) Anti-Discrimination

The Parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

BENEFITS TO THE COMPANY.

- (11) Notification re meal money
- (12) Sick leave/absenteeism
- (13) Cubing and check weighing
- (14) Stickers of freight
- (15) Company uniforms
- (16) Employees attitude/appearance
- (17) Security procedures
- (18) Vehicle cleanliness
- (19) Termination of employees
- (20) Deduction of Union dues
- (21) Rostered days off
- (22) New employees
- (23) Restructuring Agreement
- (24) Training/New Technology
- (25) Productivity
- (26) Casual Employees
- (27) Meal Break
- (28) Minimum Conditions of Employment





(11) Meal money ~ Clause 8.2.1

Remove the need to notify employees required to work overtime.  
No meal money to be paid.  
This practice is currently in place.

(12) Sick leave/absenteeism ~ Clause 19

Should undue absenteeism by the employees covered by this agreement (permanent and contractor) on any given day prevent or cause the Company to offer less than the normal or expected service on behalf of its customer base, the management and supervisory staff must have the right to take the necessary action needed to run the business taking into account at all times to fully utilise and liaise directly with its employees operating under this agreement.

(13) Cubing and check weighing

The financial success of our company depends on being paid correctly for the work we do. The correct cubing and check weighing of freight is vital and to achieve this we must have a commitment by all employees to improve our current performance on a daily basis.

(14) Stickering of freight

To speed up the flow of freight through the depot and to reduce the incidence of misdirected freight a total commitment by all drivers must be given to ensure that as much freight as possible is correctly stickered.

(15) Uniforms ~ Clause 41.

To be worn at all times by employees as follows:

Drivers / drivers dockhands are to wear the company uniform as issued and at all times when representing our company. The company has the right to nominate the style and design of the uniform and to recall any uniforms, which are not the company's current issue. Should any clothing other than the nominated uniform be worn a letter of concern will be issued, further continuation will result in the person being refused a start until they conform.

All uniforms or the equivalent in cost must be returned / paid to the company by the employee before terminating or leaving the company's employment.

(16) Attitude/Appearance.

It is most important that we understand the importance that our customers place on the attitude of our employees as they see them as an extension of their business.

The company spends much time and money on presentation with its trucks and uniforms and it sees the appearance of its employees as just as important, employees presenting themselves for work in an untidy/unshaven manner will be required to remedy this situation before starting.



(17) Security Procedures.

(a) All vehicles must be kept in a secure state at all times by the driver / operator by means of a locking device as supplied by the company.

If the company fails to provide such a locking device for a Company vehicle the operator must notify his immediate supervisor that they are unable to conform to this direction. It is then the responsibility of the Company to make such equipment available to the driver / operator.

Padlocks or key locking devices as agreed too by the Company must be used to secure the rear and side doors. Subcontractor / Taxi Truck operators' vehicles must also be fitted with the same standard of locking device as Company owned equipment.

At no time once a vehicle has left the depot must it be left unattended by the driver / operator in an unlocked state. Keys must not be left in the ignition and for those vehicles fitted with a security alarm system the alarm must be activated / turned on when the vehicle is left unattended.

It must be understood that these measures are put in places to protect our customer's freight and that non-compliance to these directions could lead to instant dismissal, if after thorough investigation it was found that by negligence, freight was stolen, damaged or put at risk. In all cases where breach of security takes place the Management shall liaise with the Enterprise Committee and TWU Delegates as to the findings of the investigation before action is taken against any employee.

These rules and conditions also apply to all Subcontractors / Taxi Truck operators.

(b) Manifesting and recording of deliveries and pick ups as per the manifest supplied in the correct manner is required to improve our customer service operation and as a security control over the signed proof of deliveries being returned.

The information captured from these documents forms the basis of our productivity recording system and is vital that it is correct.

(18) Vehicle cleanliness.

The company accepts the responsibility to keep clean the exterior of Company owned vehicles.

It is the drivers' responsibility to keep the cab interior clean and free from litter and rubbish at all times.

Sub contractors/Taxi Truck operators are responsible for the full care, maintenance and appearance of their own vehicle.

(19) Termination of Employment ~ Clause 31

Employees will be required to give written notice of their intention to resign their employment ( i.e. In a way that satisfies the provisions of the prevailing Unfair Dismissal Law).

(20) Deduction of Union dues.

The company agrees that it is prepared to deduct union dues, on a weekly basis, from all T.W.U. members on receipt of an authorisation from the employee.



(21) Rostered Days Off ~ Clause 16

The employees undertake to provide the company with flexibility with regard to taking their rostered day off on a voluntary basis.

- a) An employee may elect to forfeit their annual allocation of RDO's and be paid at the ordinary rate of pay on a monthly basis.
- b) An employee may elect to forfeit part of his annual allocation of RDO's and be paid for those days not taken.
- c) An employee may elect not to forfeit any RDO's and have their allocated day off each month.
- d) The company is prepared to be sympathetic to the genuine needs of the individuals who elect to forfeit part or all of their RDO's should unforeseen circumstances arise.

(22) New Employees

Each new employee will be employed under the following terms and conditions:

The new employee will be paid at the rate of pay as stipulated in the award for that classification.

Three-month trial period - during this time the Operations Manager and Supervisory staff will review the employee's progress on an ongoing basis and have discussion with the employee regarding their progress.

After the three-month qualifying period the employee will be offered a full time position if they have shown all the necessary attributes required.

Once the three-month qualified period has been completed and the employee takes on a permanent role he will be paid the award rate plus any additional monies due under an "Enterprise Agreement".

The Company will provide or make available a copy of the current Enterprise Agreement that the employee is required to work under.

(23) Restructuring Agreement, 29th March 1988.

The employees have reconfirmed the restructuring agreement and their commitment to it, especially in relation to the Company being able to run its operation in an effective and harmonious manner, keeping in mind at all times the need to fully utilise its employees and to allow Supervisors and Management the right to handle and have direct input into freight which is of a security nature, damaged, out of control, or is causing or is likely to cause stress or concern to its customer base.

(24) Training and further technology

The company will continue to invest in new technology and training to further improve the productivity and knowledge of their employees.



(25) Productivity

The company will continue to monitor the productivity of its fleet to ensure that the average productivity of the pick up and delivery fleet meets the criteria set down by the company.

The contact rate stands at 52-55 contacts per day.

This productivity rate does not mean that every vehicle is required to do a minimum 52-55 contacts daily. It must be understood that this figure is the mean average across the whole parcel fleet as it stands today.

Productivity for the bulk fleet currently sits on 17-19 contacts per day.

(26) Casual Employees ~Clause 9

9.1 Casual employees shall be paid the rate specified in Part B for the appropriate classification specified in clause 1 of the award, and in addition 15 per centum of such rate.

9.2 Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.

9.3 No employer shall engage casual employees in excess of one quarter of the number of weekly employees (i.e. other than casual employees) employed plus one additional employee.

9.4 Upon request, any employer employing casual employees under this award shall furnish an accredited representative of the union with the number of employees engaged on any specified day, showing separately the number of casuals employed on such day.

The company respects the concern of its permanent employees and will not use this Clause to reduce it's permanent workforce or erode their income level.

(27) Meal Break - 8.1

An employee may be require to take a meal break at a time between 3.5 hrs and 6 hrs , calculated from the normal start time.

(28) Minimum Conditions of Employment

Rates of pay.

Wages will be the rates of pay as specified in the Transport Industry (State) Award plus the increases as per the attached schedule.

Hours of employment will be as per the award conditions.

The agreement will remain in force until 30<sup>th</sup> June 1999.

