

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/84

**TITLE: The Mayne Logistics, Howard Smith Group NSW (Blackwoods Smithfield
and Bakers Blacktown) Stage 3 Enterprise Agreement 1998**

I.R.C. NO: 98/6936

DATE APPROVED/COMMENCEMENT: 24 February 1999

TERM:

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED: 30 September 1999

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Mayne Logistics, Blackwoods at 13 Cooper Street Smithfield and Bakers at 3 Forge Street Blacktown, the Transport Workers' Union of Australia, New South Wales Branch and the Company's employees engaged in transport and related services at those locations

PARTIES: Mayne Logistics -&- Transport Workers' Union of Australia, New South Wales Branch

Registered
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MAYNE LOGISTICS, HOWARD SMITH GROUP (NSW)
AND
TRANSPORT WORKERS UNION OF AUSTRALIA
(STAGE 3) ENTERPRISE AGREEMENT, 1998

SECTION 1 - INTRODUCTION

Clause 1: Title

This Agreement shall be titled The Mayne Logistics, Howard Smith Group NSW (Blackwoods Smithfield & Bakers Blacktown) Stage 3 Enterprise Agreement, 1998.

Clause 2: Table of Contents

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Registered Enterprise Agreement Industrial Registrar
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Clause 3: Purpose of the Agreement**(i) Intent**

The Agreement provides the Company and its employees the opportunity to develop specific improvements and initiatives within the business. The Company, in conjunction with its employees and the Union, intends to maintain stable and workable employee relations at each business unit and site, through greater flexibilities, a competitive edge and improved efficiencies and quality services, including :

- more dynamic and innovative working arrangements
- improved business and customer service
- new technologies and related initiatives
- opportunities for staff to participate in new initiatives

(ii) Continuous Improvement Activities

The parties are committed to identifying and implementing ways to improve productivity and efficiency at the enterprise level during the life of this Agreement. To this end, the employees shall actively pursue the Company's Total Quality Management principles and the parties shall examine and mutually agree specific productivity and efficiency initiatives including, but not limited to, key performance indicators, improved delivery services, flexible work patterns, work rosters and workers compensation.

(iii) Consultative Committee and Union Commitments

The Company and its employees shall maintain a Consultative Committee to meet quarterly to ensure that the consultative approach to workplace changes continues. The Committee shall monitor the Company's critical key performance indicators (KPIs), as well as the effectiveness of the Agreement and the progress of the various initiatives. The Union shall not unreasonably object to such matters being discussed or reviewed during the life of this Agreement.

(iv) Management and Staff Commitments

The parties agree that the participative consultation process shall become more efficient and mutually beneficial by:

- dealing honestly and fairly with each other in the workplace, as well as with the Company's customers, suppliers and the wider community
- ensuring that the needs of the business are a joint consideration when assessing and implementing new initiatives
- ensuring that business and customer interests are not compromised or impacted by industrial action outside of this Agreement

**Clause 4 : Relationship to Parent Award**

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

Clause 5 : Scope and Application

The Agreement shall apply to Mayne Logistics, Blackwoods at 13 Cooper Street Smithfield and Bakers at 3 Forge Street Blacktown (hereinafter referred to as 'the Company'), the Transport Workers Union of Australia, New South Wales Branch (hereinafter referred to as 'The Union') and the Company's employees engaged in transport and related services at those locations.

Clause 6 : Period of Operation

The Agreement shall operate on and from the first full pay period that this document is formally agreed, and shall remain in force until 30th September 1999.

Clause 7 : Enterprise Agreement - Stages 1 and 2

The principles endorsed in the Stage 1 and 2 Agreements shall remain relevant unless specifically updated by this Stage 3 Agreement. The Company, in conjunction with its employees, shall co-operatively commit resources and energies to achieve improved productivity, efficiency and performance outcomes in support of each business unit and site.

SECTION 2 - WAGES & RELATED MATTERS**Clause 8 : Wage Increase**

Employees shall, as a result of this Agreement, have their rates of pay increased from the first full pay period as set out below. These increases shall apply to hourly and trip rates, but not to any allowances or other payments made.

(i) Phase One - Wage Increase

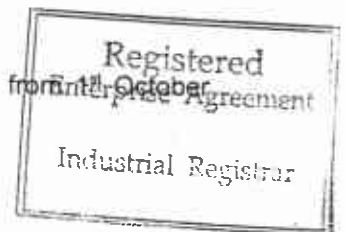
Rates of pay increased by 3.5% from the first full pay period on and from 1st December 1997 in accordance with the Safety Net Agreement previously made.

(ii) Phase Two - Wage Increase

Rates of pay shall increase by 2.5% from the first full pay period on and from 1st October 1998.

(iii) Phase Three - Wage Increase

Rates of pay shall increase by 4% from the first full pay period on and from 1st April 1999.



APPROXIMATE COSTINGS FOR PROPOSED WAGE INCREASES				
Grade	Award Rates	3.5% 1/12/97	2.5% 1/10/98	4% 1/4/99
1	\$446.70	\$462.33	\$473.89	\$492.85
2	\$462.30	\$478.48	\$490.44	\$510.06
3	\$473.10	\$489.66	\$501.90	\$521.98
4	\$482.50	\$499.39	\$511.87	\$532.35
5	\$506.80	\$524.54	\$537.65	\$559.16
6	\$512.90	\$530.85	\$544.12	\$565.89
7	\$531.40	\$550.00	\$563.75	\$586.30
8	\$569.10	\$589.02	\$603.74	\$627.89

Clause 9 : Payment of Wages

Employees shall be paid weekly by Electronic Funds Transfer (EFT). The Company shall normally pay wages to selected accounts by the close of business each Wednesday, except where Public Holidays or other circumstances outside the Company's control require that the payday vary, without penalty.

Clause 10 : Paid to the Minute

The practice of working to the next 15 minute interval is now unproductive and costly, and employees shall report their start and finish times to the minute, and be paid accordingly.

Clause 11 : Payment for Meetings and/or Training

The Company and its employees shall participate in training sessions on two Saturdays each calendar year for the duration of this Agreement. A minimum of four hours ordinary time shall be paid for each session, not including breaks or meals provided within the course presentation. Additional hours shall be paid at time and a half.

Attendance by employees at monthly Toolbox meetings shall be unpaid and voluntary. Any meetings or training activities outside of these provisions shall be paid at relevant award rates.

Clause 12 : No Extra Claims

The parties agree that there shall be no further wage increases during the life of this Agreement, and that wages paid pursuant to this Agreement are inclusive of State Wage Case determinations for the life of this Agreement, unless a decision of the Industrial Relations Commission provides for an increase to flow on to an Enterprise Agreement or an over-award payment. It is agreed that specific productivity gains shall be paid only once.



Clause 13 : Minimum Standards

Whilst this Agreement remains in force, the employees covered by its terms shall continue to enjoy conditions of employment and rates of pay no less favourable than the Award at the time of the acceptance of this Agreement.

Clause 14 : New Employees

Any employee recruited by the Company during the term of this Agreement who would have been eligible to be a party to this Agreement at the time of registration had they been employed at that time, shall become a party to this Agreement. A new employee shall, from the date of becoming a party, be entitled to the benefits and be bound by the obligations under this Agreement. The Company shall not employ individuals under the terms of another Australian workplace agreement or other form of individual contract, for the life of the Agreement.

Clause 15 : Probationary Employee

New employee shall be subject to a three month probationary period and, whilst under probation, shall be paid at the Agreement hourly rate for their classification, with holidays, sick leave and all other entitlements to accrue from the initial start date. Probationary employees shall receive appropriate supervised training and induction, and their performances shall be reviewed and discussed on an ongoing basis. Probationary employees who do not fulfil the position's needs may be terminated in accordance with Award provisions. Probationary employees who successfully complete the three month probationary period shall be classified as a permanent weekly employee.

Clause 16: Casual Employees

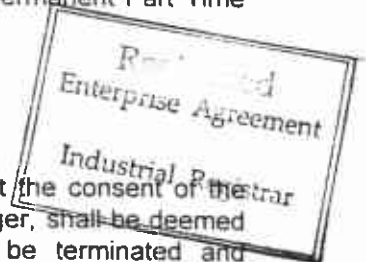
Casual employees, whether employed directly by the Company or through an agency, shall now be paid at the relevant Agreement hourly wage rate, plus the prescribed casual loading. Casuals shall receive a minimum payment of four hours for each start.

Clause 17: Permanent Part Time Employees

The Company may employ Permanent Part Time employees who are permanently appointed to work fewer hours each week than other full time employees. The Company and its Permanent Part Time employees shall agree the number of hours to be worked, as provided for within the parent award, at the relevant Agreement hourly rate of pay. Permanent Part Time employees shall work up to the rostered daily ordinary hours prescribed for full time employees working on that shift and shall be paid at the normal rate of pay. Hours worked in excess of these hours shall be paid at the applicable overtime rate. Permanent Part Time employees shall be entitled to all other entitlements on a pro rata basis.

Clause 18 : Abandonment of Employment

Employees who are absent for three consecutive days or more without the consent of the Company and who have made no contact with their supervisor or manager, shall be deemed to have abandoned their employment, and their employment shall be terminated and entitlements paid up to the last day worked, unless a valid reason is given within seven working days.

Clause 19 : Annual Leave

During normal business activity, a maximum of two employees may proceed on Annual Leave at the same time from each of the transport operations at Blackwoods Smithfield and Bakers Blacktown. During Christmas/New Year, Easter and other reduced activity periods, employees may be required to take leave to suit the needs of the business. Employees may also be directed to take Annual Leave when they have accumulated entitlements in excess of 20 days. Other annual leave shall be by mutual agreement. The submission of an Annual Leave request does not constitute the approval of the leave, and the Company shall inform its employees within seven days of the approval or non-approval of the requested leave.

Clause 20 : Rostered Days Off

Employees may accumulate up to twelve rostered days off (RDOs) by routinely working eight hours per day, 40 hours per week, and be paid for 38 hours per week at ordinary rates. The Company may require that an employee take RDOs, to meet the needs of the business. Such RDOs shall be arranged by mutual agreement or, where no agreement is reached, the Company may direct an employee to take RDOs by giving appropriate notice at or before the completion of the previous shift worked. Employees may take an RDO by mutual agreement by providing the Company two days advance notice, and shall be paid out all remaining RDOs owed for the calendar year, at ordinary time, as at the first full pay period of December each year.

Clause 21 : Sick Leave

Absenteeism is a detrimental cost to the business and, to reduce its incidence, the parties agree that sick leave in excess of one consecutive day or adjacent to a weekend must be supported by a medical certificate. In addition, all single day absences after four days of sick leave has been taken within the year shall also be supported by a medical certificate. Failure to provide a certificate for such absences shall result in the non payment of wages for the period during which the employee was not at work.

The Company shall aim to reduce absenteeism by 10% each year, and encourages its employees to maintain good health by offering an incentive (in gross dollars) for unused sick leave as at the first full pay period of December each year. Employees shall receive \$400 for seven or more unused sick days, \$300 for six days, \$200 for five days and \$100 for four days. Poor attendance records shall be grounds for disciplinary action. The incentive programme shall not reduce the employee's normal sick leave accruals.

Clause 22 : Spread of Hours

The spread of ordinary hours shall be from 6.00AM to 6.00PM, Monday to Friday. To provide the Company's customers with enhanced operational coverage, a rearrangement of hours may be introduced at Blackwoods Smithfield or A.E. Bakers Blacktown following consultation and agreement with employees.

The normal spread of hours may not always be appropriate to the needs of the business, and greater flexibility may be periodically required. Any variation to the normal spread of hours shall be reviewed and agreed between the Company and its employees.

To meet specific customer service or operational needs, the Company and its employees may agree to amended start times, provided that sufficient notice is given to the employee/s at the completion of the previous shift worked.

Clause 23 : Flexible Lunch Arrangement



To improve customer service and vehicle utilisation, employees shall arrange their meal breaks to complement customer meal breaks and to otherwise eliminate in transit down time. Accordingly, meal breaks may be varied to ensure lunch breaks are taken at a more convenient time during the employee's shift.

Clause 24 : Crib Breaks

The Company shall require that its employees take crib breaks during periods of overtime prior to returning to Blackwoods Smithfield or Bakers Blacktown. To this end, employees returning to the yard shall be deemed to have taken a crib break where that is appropriate.

Clause 25 : Management Operational Assistance

The parties agree that Management Operating Assistance (MOA) shall be permitted where circumstances are such that the situation is deemed to be an emergency ie, life threatening..

Clause 26 : Vehicle Computer Downloading

The measuring of vehicle and driver performances is fundamental to competitiveness and employee occupational health and safety such that, after a structured training programme, employees shall be required to download their vehicle's internal computer systems and to regularly submit the output to their supervisor. The Company shall provide downloading capabilities at each site for this activity.

Clause 27 : Future Technology

The Company is required to work closely with its customers to develop new work processes, involving new technologies, to enhance customer service levels. The parties agree that any change to work methods brought about by process redesign and new technology shall be implemented in a co-operative manner.

Clause 28 : Multi-Skilling

Employees, as and when directed by the Company, shall make themselves available to work in other sections to gain experience in performing other tasks and functions associated with the Company's operational activities, and shall undertake any necessary training to facilitate multi skilling.

Clause 29 : Housekeeping and Maintenance

Employees shall ensure that their work areas are maintained in a safe, clean, tidy and efficient state, and may be requested to undertake other general yard cleaning and other housekeeping duties as and when directed. Drivers shall specifically conduct vehicle maintenance tasks, including daily vehicle Trucksafe checks and vehicle fault reports, and shall ensure that their vehicles are regularly washed and well presented.

Clause 30 : Labour Portability



To remain cost-efficient and competitive, the Company must retain the capacity to quickly and effectively relocate employees and equipment from one site to another at short notice. Employees willing to relocate shall be given priority, subject to qualifications, capabilities and specific skill constraints. Otherwise, employees with the least time working for the Company shall be relocated. Relocated employees shall be subject to the new site's Enterprise Agreement, so long as the relocation is not financially detrimental to the employee.

SECTION 4 - CONSULTATION & DISPUTE RESOLUTION

Clause 31 : Dispute Procedures

The Dispute Procedures detailed in the Stage I and II Agreement shall continue to be relevant to this Agreement. In particular, the following principles shall apply:

- the parties recognise that the Company and its employees shall mutually benefit from stable and co-operative industrial relations
- industrial issues will arise and need to be investigated and promptly resolved through open and honest communications and goodwill, preferably at the local level
- industrial issues that cannot be resolved locally shall be referred to the Union, as defined in the Agreement, to be investigated and resolved at the earliest opportunity.
- essential services, as agreed, shall not be disrupted during disputation
- safety issues should be more appropriately addressed through the site safety committee.

Clause 32 : Code of Conduct

The Code of Conduct principles and guidelines detailed in the Stage I and II Agreement shall continue to be relevant to this Agreement. In particular, the following principles shall apply:

- as a service provider, the Company requires that its employees always be punctual, honest, courteous, helpful, respectful, accurate, productive and safe at work
- the Company shall provide its employees with training, counselling and, as appropriate, discipline to improve performance deficiencies, notably poor attendances, unsafe acts and unprofessional behaviour
- employees shall receive appropriate formal warnings as the circumstances require, and shall have the right to have a witness present during the discipline procedure
- the Company may stand down an employee with pay pending investigation and, in instances of gross misconduct, shall terminate the employment.

SECTION 5 - INCENTIVE PROGRAMMES

Clause 33 : Motor Vehicle Accident (MVA) Prevention

The parties agree to discuss and implement measures that will assist to prevent Motor Vehicle Accidents. These measures may include some form of incentive payment. It is agreed between the parties that all drivers shall take care to drive safely at all times, and within the limits imposed by law.

Clause 34 : Lost Time Injury (LTI) and Medical Treatment Injury (MTI) Reduction



The Company recognises the importance of avoiding workplace accidents and injuries, and shall commit substantial time, effort and resources to heightened employee safety awareness and improved workplace systems, resources and equipment. The Company encourages the active participation of its employees in support of this fundamental objective.

The parties agree to discuss co-operative measures for reducing Lost Time Injuries and Medical Treatment Injuries. These measures may incorporate some form of incentive payment. The measures shall not be implemented so as to contradict worker's compensation laws and regulations, in particular, the regulations relating to reporting incidents and near misses.

Agreement Signatories:

Signed for and on behalf of
Mayne Nickless Limited trading as
Mayne Logistics

Date: 20, 1, 99

Signed: 
Theo Glavis
National Manager Employee Relations
Human Resources
Mayne Logistics

Witnessed: 
Kate Kemp
Employee Relations Officer
Human Resources
Mayne Logistics

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

Date: 20, 1, 99

Signed: 
TONY SHELDON
State Secretary

Witnessed: 
WAYNE FORNO
Official

