

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/202

TITLE: McPhee Transport Wyong Depot Enterprise Agreement

I.R.C. NO: 97/6111

DATE APPROVED/COMMENCEMENT: 4 December 1997

TERM: Expires 4 December 1999

NEW AGREEMENT OR  
VARIATION: New. Replaces EA 404/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Transport Industry (State) Award at 4 Pavitt Crescent, Wyong North 2259 or any other site

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

EX 1

# 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, New South Wales Branch

## (2) Title of Agreement

This agreement shall be known as the "McPhee Transport" Wyong 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 operated by McPhee Transport Wyong, 4 Pavitt Crescent, Wyong North 2259. (or any other site from which operations might be undertaken).
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 where any inconsistency between this Enterprise Agreement and the awards mentioned the conditions of the Enterprise Agreement shall prevail.

**(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, or 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 for 2 years from date of registration.



MCPHEE TRANSPORT N.S.W. COUNTRY WYONG  
ENTERPRISE AGREEMENT DOCUMENT

The company tables a document headed "Benefits to the Company" which can be generally described as a list of benefits and productivity gains some of which are already in place, and some items which are not in place and relate to a change in the award provisions.

The N.S.W depot that is party to this agreement is Wyong.

The company offered that if the "Benefits to the Company" list submitted and agreed to at individual meetings at each yard and signed by each employee it would adjust the wage rates of all existing employees covered by the Transport Industry (State) Award.

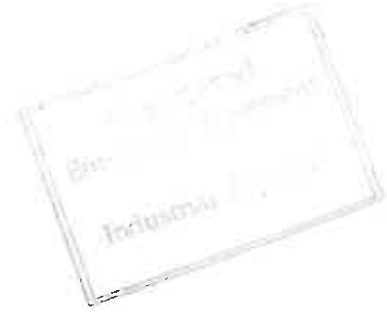
## BENEFITS TO THE COMPANY.



- (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) Rostered days off
- (21) New employees
- (22) Restructuring Agreement
- (23) Training/New Technology
- (24) Productivity
- (25) Flexibility
- (26) Union meetings
- (27) 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 already in place.



(12) Sick leave/absenteeism. Clause 19

Notification of inability to attend work on any given day due to illness, must be done prior to the commencement of normal starting times, and to give further notification within twenty four hours if duration of absence is longer than one day and nature of illness.  
The company has the right to ask for proof of evidence to verify reason for absenteeism.

Additional clause.

Should undue absenteeism by T.W.U. members (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, and provided that the criteria relating to the clause on "Casual Employees" are met, the management and supervisory staff must have the right to take necessary action needed to run the business taking into account at all times to fully utilise and liaise directly with its TWU member base.

(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, the parties are committed to improve our current performance on a daily basis.

(14) Stickering of freight

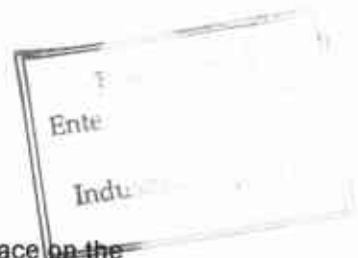
To speed up the flow of freight through the depot and to reduce the incidence of misdirected freight a total commitment by all drivers must be given to ensure that as much freight as possible is correctly stickered.

(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.

In the case of a Subcontractor / Taxi Truck operator the locking device (of company standard) is to be supplied by the owner.

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 customers 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 liase 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 along with driver the responsibility to keep clean the exterior of Company owned vehicles.

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

It is the Sub contractors/Taxi Truck operators responsibility to keep clean the exterior of their vehicles and 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 and maintenance 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) Rostered Days Off**

The parties have agreed that due to the extra pressures created by employees in small depots taking their RDO and the need to cover their absence, the Company will pay monthly the equivalent amount in lieu of the day off. However, with due consultation the Company will be sympathetic with the employee should the need arise for him to take a RDO should unforeseen circumstances arise.

**(21) 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 Branch 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.

**(22) 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.





**(23) Training and further technology**

The company will continue to invest in new technology and training to further improve productivity.

**(24) 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. It is understood that this is the mean average across the whole parcel fleet as it stands today, and varies in each depot.

**(25) Demarcation / flexibility**

Due to the size and nature of the work performed in the country branches the supervisory / management staff must be in a position to help in the freight handling and sorting function and where necessary and with due consultation assist with deliveries.

**(26) Unpaid Union Meetings**

All union meetings to be in employees own time unless agreed with management and such time is to be unpaid.

(27) 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 for two (2) years from date of registration. Remuneration for all grades will be increased as follows:

1st Pay period November 1997                      5%

This first increase will be based from the current award rate (using Grade 3 as an example)

a) first increase will be                      \$23.65 ( being 5% of \$473.12)

The next two increases will be based from the adjusted rate (being the addition of the previous increase to the \$473.12 base)

1st Pay Period May 1998                              2.5%

1st Pay Period November 1998                      2.5%

a) first increase will be                      \$12.41 ( being 2.5% of \$496.77)  
b) second increase will be                      \$12.41 ( being 2.5% of \$496.77)

**WYONG DEPOT WAGE SCHEDULE**

	CURRENT RATE	NOVEMBER 97	MAY 98	NOVEMBER 98
<b>GRADE3</b>	\$473.12	\$496.77	\$509.18	\$521.59
<b>GRADE 7</b>	\$531.42	\$557.99	\$571.93	\$585.88

Note:-

1. The above rates of pay are base rates only. Award shift penalties and overtime penalties will be paid in addition to these rates where required by the terms of the Award.
2. Rates are set out for grades 3 and 7 only because these are the only grades applicable to current employees. If employees perform work covered by any other classifications in the Award, the Award rates of pay shall be paid, and in addition thereto the percentage increases identified in clause 27 above from the specified operative dates.



**J. McPhee & Son (Australia) Pty Limited Wyong**

**Employers signature.**

**WADLEY. Ernest Edward. 62 Waikiki Road, Bonnells Bay 2264**

A handwritten signature in cursive script, appearing to read "Ernest Wadley".

.....  
**McPhee Transport (N.S.W Country Manager)**

**WHITMARSH. Andrew. 12 Ambler Close. Emu Plains 2758**

A handwritten signature in cursive script, appearing to read "Andrew Whitmarsh".

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**McPhee Transport (Wyong Branch Manager)**

A handwritten signature in cursive script, appearing to read "Anthony Sheldon".

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**Anthony Sheldon, Acting Secretary/Treasurer  
Transport Workers' Union of Australia, New South Wales Branch**