

ENTERPRISE AGREEMENT

NO. EA 98/163
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DATE REGISTERED 13-5-98
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PRICE \$ 28
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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/163

TITLE: Johnston's Transport Industries Employees Enterprise Agreement

I.R.C. NO: 98/2128

DATE APPROVED/COMMENCEMENT: 13 May 1998

TERM: Expires 30 December 1999

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 96/402 (IR Act 1996).



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees within the occupations of Transport Worker identified and engaged by the company at its depots located at 56 Fitzroy Street, Marrickville NSW 2204; 30 Sir Joseph Banks Street, Botany NSW 2019; 82 Long Street Smithfield NSW 2316 and 44 Claremont Avenue, Greenacre NSW 2190.

PARTIES: Johnston's Transport Industries Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch

JOHNSTON'S TRANSPORT INDUSTRIES

EMPLOYEES'

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

JANUARY 1998

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JOHNSTON'S TRANSPORT INDUSTRIES

EMPLOYEES'



ENTERPRISE AGREEMENT

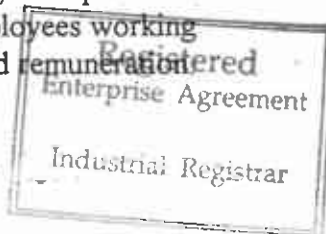
JANUARY 1998

ENTERPRISE AGREEMENT

1. PREAMBLE

Johnstons Transport Industries carries on the business of a hire and reward carrier in which goods of many descriptions are stored and transported locally and sometimes over long distances for clients, and in which items are either removed from premises, transported and/or relocated at new premises using specialised equipment.

This enterprise agreement is designed to create greater flexibility in employment practices within all the enterprises conducted by the company and to provide its employees with greater access to regular employment and increased remuneration.



2. PARTIES TO THE AGREEMENT

This enterprise agreement is made pursuant to Division 1 of Part 2 of Chapter 2 - Enterprise Agreements - of the Industrial Relations Act 1996, between Johnstons Transport Industries of 56 Fitzroy Street, Marrickville (the company) on the one part and the Transport Workers' Union of Australia (NSW Branch) on behalf of employees of the company within the occupation of Transport Worker as set out in Clauses 20 and 21 of this agreement on the other part.

3. TITLE OF AGREEMENT

This agreement shall be known as the "Johnston's Transport Industries Employees Enterprise Agreement".

4. INTENTION

The agreement shall apply to those employees in the occupations identified and engaged by the company at its depots located at:

- (i) 56 Fitzroy Street, Marrickville NSW 2204
- (ii) 30 Sir Joseph Banks Street, Botany NSW 2019
- (iii) 82 Long Street, Smithfield NSW 2316
- (iv) 44 Claremont Avenue, Greenacre NSW 2190

One of the company's depots shall be nominated as the main starting place of employment for each of its employees.

5. DURESS

The parties of this agreement agree that the agreement has been reached through negotiation and consensus and without duress.

6. INCIDENCE AND DURATION

This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry (State) Award or any other award(s) that replace those awards during the nominal period of this agreement and thereafter until the agreement is varied or rescinded.

In this agreement to the extent of any inconsistency between the awards and this agreement, this agreement shall prevail.

The agreement shall operate from the date of registration and shall remain in force until 30 December 1999, unless varied or terminated earlier by the provisions within the Industrial Relations Act, 1996.

The agreement shall apply only to those classifications prescribed in Clauses 20 and 21.

Should the rates of pay in the Transport Industry (State) Award increase to a rate greater than those in this agreement the former shall apply.



7. OVERTIME

Where practicable, employees who start between 6.00 am and 7.00 am shall be given first option on available overtime.

8. SIX-HOUR DAY

Where the company and an employee agrees, an employee may finish work after six (6) hours and make up this time at the ordinary time rate on another weekly work day or days, Monday to Friday inclusive only in any two-week period.

9. FOUR-HOUR CASUALS

The company may engage persons to perform physical labor or driving duties on a casual basis for a minimum period of four (4) hours.

The company may also engage persons to drive forklifts in stores on a casual basis for a minimum of four (4) hours but only in conjunction with laborers similarly engaged.

The intention of this agreement is that there be no erosion of overtime when it arises and permanent employees will be given first preference.

A permanent to casual ratio shall apply in accordance with Clause 9 of the Transport Industry (State) Award.

10. PAYMENT OF WAGES

All wages shall be paid by electronic funds transfer (EFT).

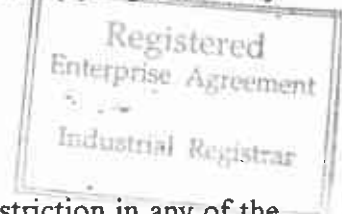
11. SICK LEAVE

An employee (other than a casual) shall be entitled to five (5) days sick leave in the first year of service but shall not be able to access such entitlement until the completion of three (3) months service.

An employee (other than a casual) with more than one year of service shall be entitled to eight (8) days sick leave per annum which shall accrue at the rate of two (2) days for every 13 week period of service.

12. PART-TIME EMPLOYEES

Part-time employees may be engaged by the company without restriction in any of the classifications covered by this agreement. The Company shall not engage part-time employees in excess of the permanent to part-time ratio as identified in Clause 10.5 of the Transport Industry (State) Award.



13. LUNCH BREAK

Employees shall take lunch breaks in truck ranks during other truck waiting periods. Where employees do not take lunch breaks on any given work day the company may finish the day's work after 8 hours where such employee has returned to the depot.

14. QUALITY ASSURANCE

Employees shall co-operate fully with all aspects of the design and implementation of the company's quality assurance program and its related Code of Conduct for employees.

15. JOB ALLOCATION

It has been agreed by all drivers that job allocation and associated paper work shall be obtained prior to a drivers start time.

16. ACCRUED ANNUAL LEAVE ENTITLEMENT

All annual leave accrued prior to 1 January 1998 shall be paid at the rates as contained in Appendix 2.

17. VEHICLE CLEANLINESS

Employees shall, at the direction of the company, wash the exteriors of trucks to ensure that the vehicles are presented in the best possible appearance.

Employees shall keep the interior cabins of trucks clean and tidy at all times.

Employees shall at all times take due care of all vehicles and equipment which they operate but shall not be held financially liable for breakages or loss as a result of the operation of this clause.



18. IMPLEMENTATION

All of the implementation of this agreement shall be undertaken in consultation with the employees' elected consultative committee.

There shall be quarterly reports on all key points of the agreement presented and discussed with the consultative committee and employees.

19. DISPUTES PROCEDURE

Management and employees agree to adhere strictly to the following dispute resolution procedure at all times.

In relation to any dispute, including enterprise agreement discussions, the parties are committed to continue all work at the direction of the employer without stoppages, bans or limitations of any kind while the following procedures are followed.

In the event of a dispute over any aspect of working for the company under this agreement, the employee (or their union representative on the job) and the relevant supervisor shall attempt to resolve the matter in dispute.

In the event of no resolution of the matter at this level, it shall become the subject of discussion between the employee (or the relevant union organiser) and the company's transport manager.

In the event that the matter still remains unresolved, the employee (or the Secretary of the Union or his representative) shall confer with the senior management of the company.

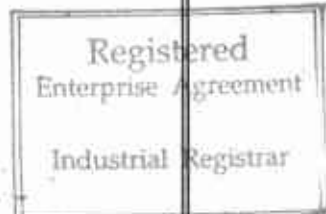
In the event that no agreement is reached on the matter at this stage it shall be referred to the NSW Industrial Relations Commission for resolution.

20. CLASSIFICATION AND WAGE RATES FOR DRIVERS AND RELATED EMPLOYEES

The weekly wages for ordinary time for 38 hours of work in respect of driving and related classifications shall be as per the following table.

Grade	Classification	Column 1 2.5% - Paid on signing the agree- ment	Column 2 2.5% - Paid on registration by Commission	Column 3 2.5% - Paid twelve (12) months after signing	Column 4 2.5% - Paid 18 months after signing for additional productivity offsets to maintain industry standards, otherwise payment is made
One	Extra Hand, yard person, motorcycle rider, horse rider, towmotor driver, bike couriers, class 1A licensed driver	457.82	468.99	480.70	492.41 Registered Enterprise Agreement Industrial Registrar
Two	Driver Two Axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of Rail Truck, platform hand	473.85	485.41	497.54	509.67
Three	Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader - forwards' depot, driver straddle truck	484.93	496.76	509.18	521.59
Four	Driver three axle rigid, Driver forklift 9 - 15t capacity	494.56	506.63	519.29	531.95
Five	Driver four axle rigid, Driver articulated three axle total, Driver rigid + trailer three axle total, Driver forklift 30 - 60t capacity	519.48	532.15	545.45	558.75
Six	Driver articulated four axle total, Driver rigid + trailer four axle total, Driver forklift 30 - 60t capacity	525.72	538.54	552.00	565.48

Seven	Driver articulated five/six axle total, Driver rigid + trailer five/six/seven axle total, Driver forklift over 60t capacity, Driver articulated low loader and/or multi axle, Platform trailing equipment seven axle total	544.70	557.97	571.92	585.87
Eight	Driver double articulated vehicles (B-doubles), Driver rigid vehicle-triple trailers (road trains), Driver gantry crane, Driver double articulate low loaders and/or multi-axle platform equipment (floats)	583.36	597.59	612.53	627.47



21. CLASSIFICATIONS AND WAGE RATES FOR MOBILE CRANE AND SPECIALISED EQUIPMENT OPERATORS AND RELATED EMPLOYEES

The weekly wages for ordinary time for 38 hours of work in respect of mobile crane and specialist equipment operators and related classifications shall be as the following table.

Mobile Crane Rates					
Grade	Capacity				
A	Up to 20t	578.06	592.15	606.95	621.75
B	From 21t to 40t	593.61	608.09	623.29	638.49
C	From 41t to 80t	608.82	623.67	639.26	654.85
D	From 81t to 100t	624.03	639.25	655.23	671.21
For each additional 20t or part thereof		10.60			
Mobile Hydraulic Platform					
Grade	Boom Length				
A	Trainee	518.30	530.94	544.21	557.48
B	Up to 11 meters	521.83	534.56	547.92	561.29
C	Over 11m to 17m	544.34	557.62	571.56	585.50
D	Over 17m to 23m	559.90	573.56	587.90	602.24
E	Over 23m to 28m	578.06	592.15	606.95	621.76

For each additional meter		1.03			
F	Platform w/under bridge unit	578.06	592.15	606.25	621.76
Crane Offsider		578.06	592.15	606.25	621.76
Advanced Crane Offsider		608.85	623.70	639.25	654.88

22. NO EXTRA CLAIMS

The parties to this agreement undertake to make no extra claims in respect of the wages and conditions to apply under this agreement for the period ending 30 December 1999.

It is further agreed that the wage rates set out in Clause 20 and 21 of this agreement shall, to the extent that such rates are greater than the award, absorb any such award increases which may occur during the nominal period of operation of this agreement.

23. DRIVER RECLASSIFICATION

Where it becomes necessary, the company may offer an alternative vehicle to a driver on a permanent basis and payment would be in accordance with the appropriate rate classification.

Alternatively, the driver may choose to remain at his or her current rate classification and work as directed.

24. HOURS OF EMPLOYMENT AS AT 1 JANUARY 1997

The ordinary hours of employment shall not exceed eight (8) hours per day (exclusive of meal breaks) on any day, Monday to Friday, between the hours of 5.00 am to 6.00 pm. Flexible start times between 5.00 am and 8.00 am each day shall apply.

Notwithstanding anything else contained in this clause, an employee may if they so choose cease work after the completion of 38 hours of work over any period.

Between the hours of 5.00 and 7.00 am is by mutual consent between the company and the employee. Between 7.00 am and 8.00 am is by right of the company to meet customer requirements.

25. LIMITATION OF OVERTIME

Subject to the provisions of the Motor Traffic Act and Clause 14 of this agreement, an employee may be required to work for a continuous period amounting to sixteen (16) hours, excluding meal breaks, from the time of commencing work.

26. NOTICE OF SHIFT CHANGE

Shift work arrangements may be altered by the employer by providing the employee with twelve (12) hours notice of the intended change.

27. ALLOWANCE FOR COLLECTING MONEYS

This agreement varies Clause 10, Collecting Moneys, of the Transport Industry (State) Award and any other practices which may have applied at the enterprise.

It has been agreed by the parties that allowances for the performance of such duties will be discontinued.

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28. SICK LEAVE AS AT 1 JANUARY 1998

Notwithstanding anything else contained in Clause 12, there is an explicit commitment by employees to reduce the level of absenteeism within Johnstons Transport to a benchmark level to be agreed by management and the consultative committee.

29. TEA MONEY

Tea money on day shift shall be applicable only where overtime has extended beyond 5.30 pm. Employees who start prior to 5.00 am will receive tea money once overtime extends beyond 4.30 pm.

30. NOTIFICATION OF OVERTIME

When an employee is notified the previous day to work more than two (2) hours after their normal eight (8) hour finishing time, a meal allowance shall not be payable. If such overtime is canceled on the day such overtime is to be worked, then a meal allowance becomes payable.

31. PAID CRIB BREAK

It has been expressly agreed by the parties to this agreement that where a driver has become due for a paid crib break and the driver fails to take the break, the time shall not be added to the end of the shift and counted as time worked.

32. REDUCTION OF CONSUMABLES

It has been agreed by all employees that a conscious effort to reduce the annual company cost of consumable items such as gloves, crow bars and other general equipment by administering proper care and diligence in the use of such items.

Targets and methods of implementation will be developed between management and the consultative committee.

The issue of company uniforms will be on a needs basis only.

33. STAND DOWN IF UNFIT FOR WORK

If an employee arrives at work unfit for normal duties as a result of an apparent use of alcohol or other substances, then the employee may be stood down ~~without pay or on sick leave~~. This provision can apply only if referred to Head Office senior management and the depot delegate for determination.

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34. UNTRAINED CASUALS

Untrained or unskilled casuals will be engaged on a trial basis period for the first three (3) months of their employment.

During this period, casuals will be paid in accordance with Appendix 1, Rates of Pay - New Casuals, plus a fifteen (15) percent loading.

Once casuals have completed the three (3) month trial period, they will remain as casuals but will receive the rate of pay in accordance with Clause 21 and 22 plus a fifteen (15) percent loading.

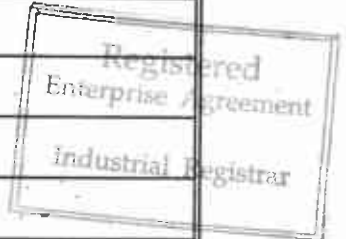
35. ATTENDANCE MONEY

It is the company's intention that at the expiration of this agreement the payment of attendance money of 0.50 cents per day shall be discontinued.

Appendix 1

Rates of Pay - New Casuals

Grade	Rates (Hourly)
1	11.76
2	12.17
3	12.45
4	12.70
5	13.34
6	13.50
7	13.98
8	14.98
Mobile Crane Rates (Hourly)	
Grade A	14.84
Grade B	15.23
Grade C	15.62
Grade D	16.02
Mobile Hydraulic Platform (Hourly)	
Grade A	13.30
Grade B	13.40
Grade C	13.97
Grade D	14.37
Grade E	14.85
Grade F	14.85
Crane Offsider	14.85
Advanced Crane Offsider	15.63



NB A 15% loading shall be applicable in addition to the above rates.

A further 1/12 of the hourly rate shall be paid to the above rates in accordance with the Annual Leave Act (NSW).

Appendix 2

Grade	Classification	Rate
One	Extra Hand, yard person, motorcycle rider, horse rider, Towmotor driver, bike courier, class 1A licensed driver	446.66
Two	Driver Two Axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of Rail Truck, platform hand	462.30
Three	Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader-forwarders' Depot, driver straddle truck	473.11
Four	Driver three axle rigid Driver forklift 9-15t capacity	482.54
Five	Driver four axle rigid Driver articulated three axle total Driver rigid + trailer three axle total Driver forklift 15-30t capacity	506.81
Six	Driver articulated for axle total Driver rigid + trailer four axle total Driver forklift 30-60t capacity	512.90
Seven	Driver articulated five/six axle total Driver rigid + trailer five/six/seven axle total Driver forklift over 60t capacity Driver articulated low loader and/or multi axle Platform trailing equipment seven axle total	531.42
Eight	Driver double articulated vehicles (B-doubles) Driver rigid vehicle-triple trailers (road trains) Driver gantry crane Driver double articulated low loaders and/or multi-axle Platform equipment (floats)	569.14



Mobile Crane Rates

Grade	Capacity	Rate
A	Up to 20t	563.96
B	From 21t to 40t	579.14
C	From 41t to 80t	593.98
D	From 81t to 100t	608.81

For each additional 20t or part thereof	10.60
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Mobile Hydraulic Platform		
Grade	Boom Length	Rate
A	Trainee	505.66
B	Up to 11 metres	509.11
C	Over 11m to 17m	531.07
D	Over 17m to 23m	546.25
E	Over 23m to 28m	563.96
For each additional meter		1.03
F	Platform w/under bridge unit	563.93
Crane Offsider		563.96
Advanced Crane Offsider		593.98

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The parties hereby witness this agreement as follows:

Signed for and on behalf of the
**TRANSPORT WORKERS' UNION
OF AUSTRALIA
NEW SOUTH WALES BRANCH**

[Handwritten signature]

~~Steve Hutchins~~ - Secretary-Treasurer

A Sheldon Acting

[Handwritten signature]

DANNY PORTLOCK.

In the presence of:

Signed for and on behalf of:
**JOHNSTON'S TRANSPORT
INDUSTRIES PTY LTD**

[Handwritten signature]

Frank Johnston

[Handwritten signature]

In the presence of:

