

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA15/01

TITLE: Johnston's Transport Industries Employees Enterprise Agreement

I.R.C. NO: 2000/4342

DATE APPROVED/COMMENCEMENT: 13 September 2000

TERM: 28 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/163

GAZETTAL REFERENCE:

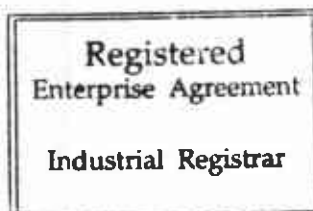
DATE TERMINATED:

NUMBER OF PAGES: 12

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'

ENTERPRISE AGREEMENT

EBA 2000



ENTERPRISE AGREEMENT

1. PREAMBLE

Johnston's 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 working in these enterprises 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 Johnston's 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 13 and 14 of this agreement on the other part.

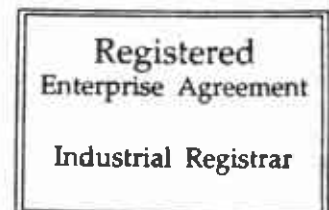
3. TITLE OF AGREEMENT

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



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 1st January 2003, unless varied or terminated earlier by the provisions within the Industrial Relations Act, 1996.

The agreement shall apply only to those classifications prescribed in Clause 13 and 14.

7. 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.

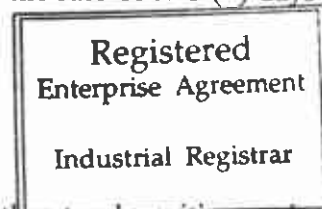
8. SICK LEAVE

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.

9. 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.



10. 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.

11. 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.

12. 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.



13. 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 Current Rate	Column 2 Paid on signing agreement	Column 3 Paid March 2001	Column 4 Paid March 2002
One	Extra Hand, yard person, motorcycle rider, horse rider, towmotor driver, bike couriers, class 1A licensed driver	492.41	509.64	527.48	545.94
Two	Driver Two Axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of Rail Truck, platform hand	509.67	527.51	545.97	565.08
Three	Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader - forwards' depot, driver straddle truck	521.59	539.85	558.74	578.30
Four	Driver three axle rigid, Driver forklift 9 - 15t capacity	531.95	550.57	569.84	589.78
Five	Driver four axle rigid, Driver articulated three axle total, Driver rigid + trailer three axle total, Driver forklift 30 - 60t capacity	558.75	578.31	598.55	619.50
Six	Driver articulated four axle total, Driver rigid + trailer four axle total, Driver forklift 30 - 60t capacity	565.48	585.27	605.76	626.96
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	585.87	606.38	627.60	649.56
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	627.47	649.43	672.16	695.69

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14. **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	621.75	643.51	666.03	689.35
B	From 21t to 40t	638.49	660.84	683.97	707.91
C	From 41t to 80t	654.85	677.77	701.49	726.04
D	From 81t to 100t	671.21	694.70	719.02	744.18
For each additional 20t or part thereof		\$12.81			
Mobile Hydraulic Platform					
Grade	Boom Length				
A	Trainee	557.48	576.99	597.19	618.09
B	Up to 11 meters	561.29	580.94	601.27	622.31
C	Over 11m to 17m	585.50	605.99	627.20	649.15
D	Over 17m to 23m	602.24	623.32	645.13	667.71
E	Over 23m to 28m	621.76	643.52	666.04	689.36

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For each additional meter		\$1.23			
F	Platform w/under bridge unit	621.76	643.52	666.04	689.36
Crane Offsider		621.76	643.52	666.04	689.36
Advanced Crane Offsider		654.88	677.80	701.52	726.08

15. NO EXTRA CLAIMS

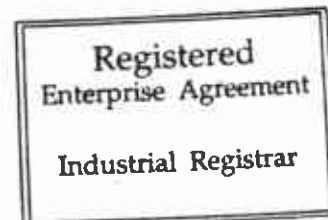
The parties to this agreement undertake to make no extra claims in respect of the wages and conditions to apply under this agreement until 30th June 2002.

It is further agreed that the wage rates set out in Clause 13 and 14 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.

16. DRIVER RECLASSIFICATION

The parties to this agreement have agreed the company will reclassify employees to a lower grade should the company deem it necessary to do so and only in the following circumstances:

- (i) loss of contract
- (ii) incompetence
- (iii) incapability
- (iv) by request



Where the company deems reclassification necessary, it shall consult with those employees so effected and their union representative. Where a downward reclassification has occurred, except where the employee has requested such reclassification, the rate of pay of the employee effected shall remain frozen with respect to future increases until parity has been restored.

17. HOURS OF EMPLOYMENT

The ordinary hours of employment shall be those as set out in clause 3, Hours of Employment of the Transport Industry State Award.

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.

18. LIMITATION OF OVERTIME

Subject to the provisions of the Road Transport (Safety and Traffic Management) Act 1999, this clause varies clause 36 of the Transport Industry (State) Award to the

extent that an employee is only required to take an eight (8) hour break between shifts.

19. 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.

20. ALLOWANCE FOR COLLECTING MONEYS

This agreement varies Sub-Clause 2.12 - Collecting Moneys, of Clause 2 – Allowances, 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.

21. 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.

22. 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 cancelled on the day such overtime is to be worked, then a meal allowance becomes payable.

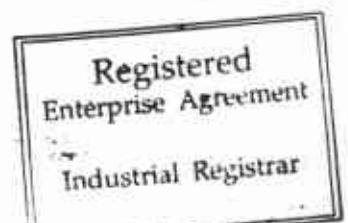
23. PAID CRIB BREAK

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.

24. 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.



25. STAND DOWN IF UNFIT FOR WORK

If in the opinion of the company, and employee is suspected of being intoxicated or under the influence of other substances, which in the opinion of the company, impair the ability of the employee to perform his /her duties in a proper and safe manner, then the employee may be stood down without pay or on sick leave after consultation with the yard delegate

26. 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 13 and 14 plus a fifteen (15) percent loading.

27. PAID UNION TRAINING

The Company and the TWU recognise that the introduction and implementation of relevant training is necessary to promote employee productivity, efficiency, and compliance with legal obligations.

The Company is prepared to release elected Delegates to attend relevant training days during the life of this Agreement. The TWU agrees to consult with the Company and reach agreement on the dates on which such training will be held and the details of the training.

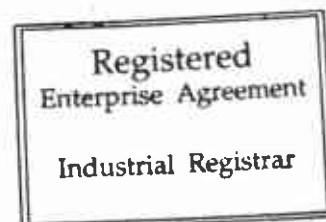
It is agreed that such training days shall be no more than 10 days for each depot or no more than 20 days for all depots in total.

28. OUTSIDE LABOUR HIRE

The company agrees that all out side casual labour hire shall be paid the appropriate rates as specified in this agreement.

29. IMPACT OF GST

The parties to this agreement acknowledge that should there be an increase in the rate of inflation as a result of the introduction of the GST, the union reserves the right to reopen negotiations with the company for additional increase in the rates of pay in



excess of those proscribed in this agreement. Such increases in inflation shall be measured from 1 July 2000 to 30 June 2001. Where the union exercises such rights, the matter shall be referred to the Industrial Relation Commission of NSW.

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Appendix 1

Rates of Pay - New Casuals

Grade	Rates (Hourly)
1	12.34
2	12.77
3	13.07
4	13.33
5	14.00
6	14.17
7	14.68
8	15.72
Mobile Crane Rates (Hourly)	
Grade A	15.58
Grade B	16.00
Grade C	16.41
Grade D	16.82
Mobile Hydraulic Platform (Hourly)	
Grade A	13.97
Grade B	14.06
Grade C	14.67
Grade D	15.09
Grade E	15.58
Grade F	15.58
Crane Offsider	15.58
Advanced Crane Offsider	16.41

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

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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**



Secretary-Treasurer

In the presence of:



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



Frank Johnston

In the presence of:

DAVID A. JOHNSON

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20. 6. 2000.

