

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/201

TITLE: Jack Seatons Transport Pty Ltd Enterprise Agreement

I.R.C. NO: IRC00/1273

DATE APPROVED/COMMENCEMENT: 12 July 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Transport workers covered by the classifications referred to in Clause 1 of the Transport Industry (State) Award engaged by the company

PARTIES: Jack Seaton Transport Pty limited -&- Transport Workers' Union of Australia, New South Wales Branch



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12/7/00.

MEMORANDUM OF AGREEMENT

1. Parties

The parties in this Agreement shall be:

Jack Seatons Transport Pty Ltd ACN 002 294 137 ("The Company")

And

The Transport Workers' Union of Australia, New South Wales Branch ("The TWU").

2. Measures to Increase Efficiency

- (i) The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the Company, the TWU and employees.
- (ii) It is a term of this Agreement that the Company shall allow two delegates and representatives of management to attend a one-day training course run by the Union in relation to the implementation of:
 - This Agreement; and
 - Subsequent Enterprise Agreements as are entered into, from time to time, between the parties.

3. Definitions

- (i) In this Agreement, unless the context otherwise requires:

"Award", in relation to:

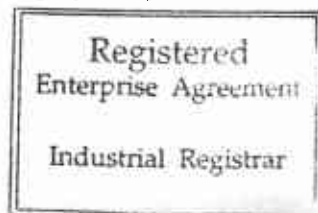
- Monetary Rates, means Part B of the *Transport Industry (State) Award 1996* as varied from time to time; and
- The terms and conditions of employment other than Monetary Rates, means Part A of the *Transport Industry (State) Award 1996* as it reads at the date of the making of this Agreement.

"Company" means Jack Seatons Transport Pty Ltd.

"Contract Carrier" means any person performing a "contract of carriage" as defined by Section 309 of the *Industrial Relations Act 1996*.

"Employee" means all transport workers covered by the classifications referred to in Clause 1 of the *Transport Industry (State) Award*.

"Transport Worker" means any employee or contract carrier whose work is covered by this Agreement, and includes transport workers employed by other



organisations in connection with the workplace of the Company (including but not limited to workers who regularly enter the Company's workplace).

- (ii) The wage rates specified in this Clause are to apply for the purpose of calculating all employee and contract carrier entitlements, including (but not limited to), overtime, any form of leave, redundancy and superannuation.

4. Rates of Remuneration for Employee Transport Workers

- (i) The Company agrees to increase the rates of pay of its employees' remuneration in accordance with the Schedule of Rates to this Agreement.
- (ii) The wage rates in sub-clause 4(i) do not include allowances. Allowances as prescribed by the Award shall be paid to employees.
- (iii) Should there be a significant increase in the rate of inflation, particularly in regard to the introduction of the GST, the Union reserves the right to re-open negotiations with the Company for additional increases over and above the increases specified in the Schedule of Rates.

5. Income and Entitlement Protection

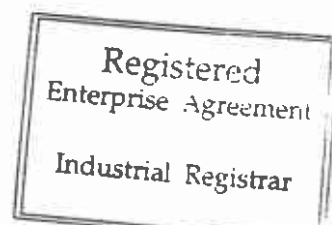
All transport workers covered by this Agreement who are members of the TWU shall be covered by an approved Sickness and Accident Income Protection Plan ("the Plan"), as provided by Chifley Insurance (a division of Lowe Littmann Bott Pty Ltd) Brokers or other such Plan as agreed by the parties. Such contributions as may be agreed are to be deducted from the employee's pay and remitted to Chifley Insurance or other such Plan as agreed by the parties.

6. Operation of this Agreement

This Agreement comes into effect on 1 January 2000 and shall remain in force until 31 December 2002. Any Heads of Agreement currently in place between the Company and the TWU shall remain in force until 31 December 1999.

7. Transport Industry - Training, Education and Industrial Rights Council

- (a) In addition to any other entitlement of transport workers covered by this Agreement, the Company shall make contributions to the Transport Industry - Training, Education and Industrial Rights Council, being an organisation established for the purpose of promoting vocation training, occupational health and safety training, safer work practices, knowledge of Award and other industrial entitlements, and other services for the benefit of workers in the transport industry.
- (b) Such contributions shall be \$500.00 per quarter commencing 31 January 2000.



- (c) Prior to the establishment of such an organisation, the funds referred to in sub-clause 15(a) shall be deposited and preserved in an account to be agreed upon by the Company and the Union.

8. Settlement of Disputes

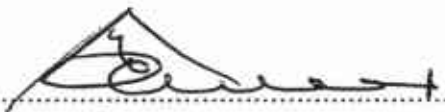
Any dispute arising either from the interpretation or the implementation of a provision of this Agreement, shall be dealt with in the manner prescribed for Settlement of Disputes (Clause 24) of the Award, **PROVIDED THAT**, whilst processes so provided are being followed, work by all parties will continue as normally and without disruption.

9. No Further Claims

The Company and the Union, and the employees of the Company, each agree that they will not, for the duration of this Agreement, pursue any additional claims for changes in relation to matters dealt with by this Agreement.

10. Execution

Signed for and on behalf of Jack Seatons transport Pty Ltd


.....
(Signature)

COLIN EMERY
.....
(Name)


.....
(Witness)

30th June, 2000
.....
(Date)

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


.....
(Signature)

RICHARD OLSEN
.....
(Name)


.....
(Witness) P 688110

11th July, 2000
.....
(Date)



SCHEDULE OF RATES

The Company shall pay all its employee transport workers the sum of the following remuneration:

(i) The Monetary Rates of pay currently in existence as at the date of this Agreement

PLUS

(ii) An additional 3.5% payable from the first full pay period in January 2000;

(iii) An additional 3.5% payable from the first full pay period in January 2001;

(iv) An additional 3.5% payable from the first full pay period in January 2002

AND

An option open to the Union to negotiate a further increase of up to 2% in the event of some exceptional or extraordinary circumstance arising which was not foreseen at the time of entering into this Agreement.

