

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/33

TITLE: Johnston's Transport Industries Employees Enterprise Agreement

I.R.C. NO: IRC3/5842

DATE APPROVED/COMMENCEMENT: 22 December 2003/1 January 2003

TERM: 1 January 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/15

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Johnston's Transport Industries Pty Ltd, located at its depots, namely 56 Fitzroy St, Marrickville NSW 2204, 30 Sir Joseph Banks St, Botany NSW 2019, and 82 Long St, Smithfield NSW 2316, engaged in the classifications of Transport Worker; Driver (Grades 1-8); and mobile crane and specialised equipment operators (Grades A-F, including crane and advanced crane offsider), who fall within the coverage of the Transport Industry (State) Award

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

JOHNSTON'S TRANSPORT INDUSTRIES EMPLOYEES' ENTERPRISE AGREEMENT 2002

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 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 14 and 15 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 that would otherwise be 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 this agreement is varied or rescinded.

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 2005, unless varied or terminated earlier pursuant to the provisions of the *Industrial Relations Act*, 1996.

The agreement shall apply only to those classifications prescribed in Clause 14 and 15.

Negotiations for a new agreement will commence no earlier than 1st October 2004 and no later than 31st October 2004.

7. Six-Hour Day

Where the company and an employee agree, an employee may finish work after he or she has actually worked six (6) hours (exclusive of breaks) and make up the remainder of 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 invoke 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. This sick leave entitlement of eight (8) days will not crystallise immediately at the start of each year, but shall accrue to employees 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 their lunch break on any given work day the company may finish the days work after 8 hours where such employee has returned to the depot, provided that such action does not contravene driving hours regulations.

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. Payment Schedule

- (a) All parties to this agreement have agreed that the following payments schedule and conditions will apply:
- (i) an increase of 2% to the present rates that will become payable 1st March 2003;
 - (ii) a further increase to the present rates of 3% that will become payable from the first full pay period in December, 2003 (i.e. 4 December)
 - (iii) a further increase to the present rates of 2% that will become payable from the first full pay period in July, 2004 (i.e. 8 July); and
 - (iv) a further increase to the present rates of 3% that will become payable from the first full pay period in November 2004 (i.e. 4 November)
- (b) It is further agreed that pay rates set out in Clauses 14 and 15 of this agreement shall not exceed the equivalent Award rate by more than ten percent. In the event that this occurs pay rates will be capped at a margin of ten percent until an increase in the Award rates occurs.
- (c) All payments will be made on the first full pay period after the above-specified dates.

14. Classification and Wage Rates for Drivers and Related Employees

Subject to subclause 13(b), 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	1st March 2003	3 Months after Award Movement	1st March 2004	1st September 2004
One	Extra Hand, yard person, motorcycle rider, horse rider, towmotor driver, bike couriers, class 1A licensed driver	556.86	573.24	584.16	600.53
Two	Driver Two Axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of Rail Truck, platform hand	576.38	593.33	604.64	621.59
Three	Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader - forwards' depot, driver straddle truck	589.87	607.22	618.78	636.13
Four	Driver three axle rigid, Driver forklift 9 - 15t capacity	601.58	619.27	631.06	648.76
Five	Driver four axle rigid, Driver articulated three axle total, Driver rigid + trailer three axle total, Driver forklift 30 - 60t capacity	631.89	650.48	662.87	681.45
Six	Driver articulated four axle total, Driver rigid + trailer four axle total, Driver forklift 30 - 60t capacity	639.50	658.31	670.85	689.66

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	662.55	682.04	695.03	714.52
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	709.60	730.47	744.39	765.26

15. Classifications and Wage Rates for Mobile Crane and Specialised Equipment Operators and Related Employees

Subject to sub-clause 13(b), 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	703.14	723.82	737.60	758.29
B	From 21t to 40t	722.07	743.31	757.46	778.70
C	From 41t to 80t	740.56	762.34	776.86	798.64
D	From 81t to 100t	759.06	781.39	796.27	818.60
For each additional 20t or part thereof		\$13.89			
Mobile Hydraulic Platform					
Grade	Boom Length				
A	Trainee	630.45	648.99	661.36	679.90
B	Up to 11 meters	634.76	653.43	665.87	684.54
C	Over 11m to 17m	662.13	681.61	694.59	714.07
D	Over 17m to 23m	681.06	701.10	714.45	734.48
E	Over 23m to 28m	703.15	723.83	737.62	758.30
For each additional meter		\$1.35			
F	Platform w/under bridge unit	703.15	723.83	737.62	758.30
Crane Offsider		703.15	723.83	737.62	758.30
Advanced Crane Offsider		740.60	762.38	776.91	798.69

16. 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 December 2004.

It is further agreed that the wage rates set out in Clause 14 and 15 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.

The wage rates set out in Clauses 14 and 15 of this agreement shall remain in effect until 1st March 2005.

17. 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 after giving 3 months notice to the affected employee, based on the following circumstances.

- (i) Loss of contract
- (ii) Sale of equipment
- (iii) Incompetence
- (iv) Incapability
- (v) By request

Where the company deems reclassification necessary, it shall consult with those employees so affected and their union representative. Where an employee has requested such reclassification, the rate of pay of the employee shall be adjusted immediately.

18. 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.

19. 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.

20. Notice of Shift Change

The employer may alter shift work arrangements by providing the employee with twelve (12) hours notice of the intended change.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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 14 and 15 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, per annum.

28. Chain of Responsibility

The company agrees to be bound by any future Chain of Responsibility legislation and undertakes to meet all statutory requirements in respect of the legislation. The company to maintain appropriate payment records for all work contracted out. In the case of work contracted within the transport industry the company will ensure that the correct payments are made in accordance with the contract determination. In the case of casual employees the rates specified in this agreement or where appropriate the Transport Industry State Award shall be applicable.

29. Heavy Vehicle Licence Enquiry System

The parties to this agreement undertake to participate in the Heavy Vehicle Licence Enquiry System (HVLES) operated by the NSW Roads and Traffic Authority for the purpose of ensuring employees driver's licences are current.

30. Employee Induction

All employees agree to participate in the company induction process that includes acceptance of the Company Employee Manual and the Occupational Health and Safety Manual. All new employees shall be advised of the Union representative's contact details.

31. Blue Card

The company and employees agree to participate in the induction and training process to achieve individual Blue Card accreditation. Continued company participation relies upon the Blue Card's sole purpose as being a skill based training passport related to occupational health and safety and that it gains accreditation with Workcover and widespread community acceptance as a replacement for specific site induction.

32. New Technology

All employees agree to accept the company implementation of new technology into the workplace and to actively participate in the introduction of any technological changes without further claim to any additional payment.

33. Changes to the Transport Industry (State) Award (NSW)

Should there be changes to Transport Industry (State) Award (NSW) during the term of this agreement; all parties accept that the company has the right to implement any of these changes that it may deem suitable.

34. Current Enterprise Agreement Conditions

It has been agreed by all parties to this agreement that they will abide by all current enterprise agreement conditions with specific adherence to the Disputes Procedure contained in Clause 12 of this agreement.

35. Drugs and Alcohol Policy

The parties to this agreement undertake to accept and abide by the following company policy:

POLICY

Johnston's Transport Industries employees are expected to maintain the highest professional standards when conducting company business. Consumption of or being under the influence of alcohol during working hours or the distribution, possession or use of illegal drugs is detrimental to this goal. Alcohol and substance abuse is a danger to the users, fellow employees and the general public. Such abuse impairs the health and judgment of the user and is a threat to the safety of others. Johnston's Transport Industries is committed to providing an alcohol and drug free environment for all employees at all locations.

GUIDELINES

Alcohol

Reporting to work or working under the influence of alcohol is prohibited. Unauthorised consumption of alcohol during working hours or on company premises is prohibited. While it is a personal decision to lawfully use alcohol it is essential that such use does not interfere with the official and safe performance of the individual's duties, nor reduce his or her dependability, nor reflect on the employee or the company.

Drugs

The manufacture, distribution, possession, disposition, sale, purchase of or use of illegal drugs by Johnston's employees during working hours is prohibited. An employee may not report to work or work while under the influence of any illegal drug, or if their judgment, coordination, or performance could reasonably become impaired during work due, to the use of an illegal drug or substance.

Testing

Where there is reasonable suspicion that an employee is under the influence of alcohol or is using illegal drugs during working hours the employee will cease work immediately. In consultation with the employee and their nominated representative the company reserves the right to require the employee to participate in a drug or alcohol test. The company may also require the employee to undertake counselling or rehabilitation before a return to work is scheduled. The presence of any detectable or observable amount of alcohol or drugs in an

employee is prohibited and any infraction of these rules will result in disciplinary action. Reasonable suspicion must be based on a reasonable and clearly definable belief that the employee is under the influence of alcohol or is using an illegal drug on the basis of specified, contemporary physical, behavioural, or performance indications of probable alcohol or drug use.

EMPLOYEE ASSISTANCE

The company recognises that drug and alcohol abuse can be successfully treated and is committed to helping employees who suffer from these problems, while holding them responsible for their own recovery. The intent of this policy is to offer a helping hand to those who need it; the company will provide any necessary information to the employee and referral to an appropriate treatment provider in the event that treatment is required. Sick or other leave may be made available for any incidental time required off work. Arrangements to take appropriate leave will be made with the employee and their representative for any extended periods of time off work, based on the advice of a treatment provider and accompanied by a medical certificate. Any information regarding an employee’s condition will be treated in the strictest of confidence and in accordance with the *Privacy and Personal Information Protection Act 1998*. No referrals will be made or information provided to other parties without the permission of the employee involved.

APPENDIX 1

Rates of Pay - New Casuals

Grade	Rates (Hourly)
1	13.41
2	13.86
3	14.17
4	14.44
5	15.14
6	15.32
7	15.86
8	16.95
Mobile Crane Rates (Hourly)	
Grade A	16.80
Grade B	17.24
Grade C	17.67
Grade D	18.10
Mobile Hydraulic Platform (Hourly)	
Grade A	15.11
Grade B	15.21
Grade C	15.85
Grade D	16.29
Grade E	16.80
Grade F	16.80
Crane Offsider	16.80
Advanced Crane Offsider	17.67

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)

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:
