

ENTERPRISE AGREEMENT

NO: E.A. 377 /1994

DATE REGISTERED: 28-9-94

PRICE: \$ 28-00

ENTERPRISE AGREEMENT

1.0 PARTIES TO THE AGREEMENT

This enterprise agreement, made in pursuance of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act 1991, entered into on 27th October 1993 between G Horn and Son Pty Ltd trading as Horns Transport, 25 Rural Drive Sandgate, New South Wales ("the Company") on the one part and the employees of Horns Transport within the following occupations of Transport Workers on the other part.

2.0 TITLE OF AGREEMENT

The agreement shall be known as the "Horns Transport Employees (Drivers) Enterprise Agreement"

3.0 INTENTION

The agreement shall apply only to those employees in the occupation(s) identified and engaged by the company at its depot located at:-

- (i) 25 Rural Drive, Sandgate

The depot shall be the main starting place of employment for employees. This agreement shall also apply to those employees who are stationed at clients establishments.

4.0 DURESS

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

5.0 INCIDENCE AND DURATION

This agreement shall regulate the terms and conditions of employment previously regulated by the Transport Industry Interim (State) Award (270 IG 611) ("the award") or any other award that replaces that award and Industrial Agreement 8588 of 1991 between the New South Wales Road Transport Association and the Transport Workers Union of Australia (N.S.W. Branch) during the nominal period of this agreement and thereafter until this agreement is varied or rescinded. The agreement shall operate from the date of registration and shall remain in force for a nominal period of twenty four (24) months unless varied or terminated earlier by the provisions provided for within the Industrial Relations Act, 1991.

6.0 ENTERPRISE AGREEMENT

The following is the agreement reached between the employees and management of the company.

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6.1 Objectives

The objectives of this agreement are to establish an enduring and profitable enterprise through the efficient and effective provision of high quality services that benefit the employees, the company, its clients and the community.

6.2 Hours of employment

- (i) The ordinary hours of employment shall be an average of 38 hours per week averaged over 52 weeks per year (exclusive of meal breaks) and should not exceed eight (8) hours in any one (1) day (exclusive of meal breaks).
- (ii) Hours in excess of 38 hours per week will be at overtime at the agreed rate.
- (iii) Casual employees shall be paid on the same day as weekly hire employees, irrespective of the amount of hours or days worked.
- (iv) Provided daily work sheets are received by 9.00am on the day following the close of the end of each pay week, overtime worked in that week will be included in that weeks wages. Otherwise overtime will be held over until the following pay week.

6.3 Rostered Days Off

- (i) Rostered days off may be accumulated with no limit as to the number of days accumulated provided there is agreement between the employer and employee.
- (ii) During times of Business Downturn, employees may be directed to take accumulated rostered days off by the employer at the employers discretion.
- (iii) Accumulated Rostered Days Off may be paid out at the request of the employee and by agreement with the employer provided that the employee maintains a balance of five (5) accrued Rostered Days Off. Such payment of accumulated Rostered Days Off shall be at the ordinary hours wage rate.

6.4 Casual Hire Employees

- (i) Casual hire employees shall be engaged by the hour and irrespective of the hours worked shall be paid a minimum of two (2) hours for each Period of Engagement.
- (ii) The hourly wage rate of casual employees prescribed in Clause 6.8 includes loading for the absence of sick leave, public holidays and annual leave.

6.5 Meal Breaks

- (i) An unpaid meal break of 30 minutes shall be taken on each workday within five (5) hours of commencement time. Wherever practicable such meal breaks are to be taken during stoppages, delays in loading(s) or extended queue.

6.6 Payment of Wages

- (i) Weekly hire employees shall be engaged by the week and paid weekly.
- (ii) Payment of wages shall be by Electronic Funds Transfer (EFT) and shall be available to the employee by midday on the designated pay day.
Where, through no fault of the company, there is a delay in the availability of the wages, the company shall not be penalised.
Where, there is a delay due to the fault of the company the employee shall be entitled to a maximum of two (2) hours waiting time at the ordinary hourly wage rate.

6.7 Classifications

A person employed in the classifications prescribed in clause 6.7 may be required to undertake the duties of a lesser classification from time to time to meet the requirements of the Enterprise.

TRANSPORT WORKER GRADE

- 1 - Extra hand, yard person, motorcycle rider, horse rider, tow motor driver, bike courier, class 1A licensed driver, tally person or recorder, vehicle washer, motor mechanics assistant gde1.
- 2 - Driver two axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of rail truck, platform hand, motor mechanics assistant gde2.
- 3 - Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader - forwarders' depot, Driver straddle truck.
- 4 - Driver three axle rigid, Driver forklift 9 - 15t capacity. Front end loader operator.
- 5 - Driver four axle rigid
Driver articulated three axle total
Driver rigid + trailer three axle total
Driver forklift 15 - 30t capacity.
- 6 - Driver articulated four axle total
Driver rigid + trailer four axle total
Driver forklift 15 - 30t capacity
- 7 - Driver articulated five/six axle total
Driver rigid + trailer five/six/seven axle total
Driver forklift over 60t capacity
- 8 - Driver double articulated vehicles (B-double's)
Driver rigid vehicle triple trailers (road trains)
Driver gantry crane

6.8 Wages Rates

- (i) The wage rates agreed in this agreement for the classification(s) of Transport Workers are total weekly wage rates of pay, inclusive of the basic wage for adult males.
- (ii) The total weekly wage rate for weekly hire Transport Workers engaged by the company are as prescribed in clause (iv) below.
- (iii) Employees directed by the employer to carry out duties of a higher grade shall receive the rate applicable to that work, provided they are engaged in the higher grade work for the majority of the ordinary hours of work in any one (1) day.

(iv) Rates	WEEKLY		
	HIRE 38HR/ WEEK	CASUAL HIRE PER/HR	CASUAL 38HR/ WEEK
Transport Workers Grade 1	\$388.40	\$12.73	(\$483.88)
Transport Workers Grade 2	\$402.00	\$13.18	(\$500.82)
Transport Workers Grade 3	\$411.40	\$13.49	(\$512.53)
Transport Workers Grade 4	\$419.60	\$13.76	(\$522.75)
Transport Workers Grade 5	\$440.70	\$14.45	(\$549.04)
Transport Workers Grade 6	\$446.00	\$14.62	(\$555.64)
Transport Workers Grade 7	\$462.10	\$15.15	(\$575.70)
Transport Workers Grade 8	\$494.90	\$16.23	(\$616.56)

6.9 Overtime

- (i) Overtime shall be paid on hours worked with no agreed minimum payments.
- (ii) The ordinary days of work shall be any five (5) days in seven (7) days as agreed between the employee and the employer.
OR
ten (10) days in fourteen (14) days as may be agreed between the employee(s) and the company.
- (iii) An employee required to work on the 6th &/or 7th day(s) or 11th, 12th, 13th &/or 14th day(s) shall be entitled to the payment of overtime.
- (iv) Overtime should be paid at the following hourly rates.
 - a) Grades 1-6 \$16.80 per hour worked with no minimums
 - b) Grades 7-8 \$19.00 per hour worked with no minimums
- (v) Overtime rates for casual employees shall be the same as for weekly hire employees as prescribed in clause 6.9 (iv).

[Handwritten signatures and initials]

7.0 Training

The parties acknowledge that the company reserves the right to select which section, department or employee(s) are required to undergo training or further training and the times of such.

Employees who consistently fail to co-operate with either the Training Officer &/or The Trainer / Driver or disregard any reasonable requests or instructions of either may be regraded or terminated at the discretion of the company.

7.1 Medical Examinations

- (i) The company will require any prospective employee to undertake a medical examination by a qualified and practising medical practitioner prior to the company offering employment.
- (ii) Current employees will be required to undertake medical examinations by a qualified and practising medical practitioner at the companies request from time to time.
- (iii) The results of such examinations will be made available to the company by the employee.
- (iv) Persons considered unfit for work within their classification may be reclassified to other duties, provided alternative duties are available or terminated or retired.
- (v) The results of all medical examinations made available to the company are to be treated with strict confidence by the company.
- (vi) The company agrees to reimburse each employee the difference between the rate charged by a practising qualified medical practitioner and the scheduled fee.

7.2 Youths

- (i) For the purpose of this agreement a youth shall mean a person under the age of Twenty one (21) years.
- (ii) A youth may be employed in any classification he/she is qualified for.
- (iii) The rates of pay for a youth shall be a percent of the corresponding adult classification, dependant upon age;

At 18 years of age and under	75%
At 19 years of age	85%
At 20 years of age	90%
- (iv) There is no ratio of adults to youths.

7.3 Employment / Termination of Employment

- (i) Employment is by the week and can be terminated by either party by 1 weeks notice or the forfeiture of one (1) weeks wages.
- (ii) All employees are subject to a six month probationary period and his/her position can be terminated at the discretion of management.
- (iii) The Company reserves the right to implement a standard/rates/code of conduct to which employees shall abide. Those rules are set out in the conditions of employment that each employee signs on application for employment and may be updated from time to time and placed on the notice board and will become the rules for all employees providing no objection is received, in writing within seven (7) days of placement of said rules on notice board.
- (iv) It is the responsibility of every employee to ensure that he/she is aware of those rules and he/she abides by those rules when placed on the notice board.
- (v) The company reserves the right to terminate the employment of any employee providing consultation is made on two previous occasions with the Union Delegate or the employees agent.
- (vi) If any employee falsifies any information on conditions of employment forms or is apprehended for theft, licence disqualification or found to be using drugs, alcohol or any other prohibited substance, or if any employee permits unauthorised travel or assistance in loading or unloading or used equipment for which he is not authorised or is guilty of unauthorised use or abuse of equipment or performs a duty for which he is not fully trained as such, no standard consultations will be necessary and the employee will be dismissed immediately.
- (vii) The company also reserves the right to re-classify any employee it deems fit to do so.
- (viii) It is the responsibility of an employee to notify the company immediately on any loss of points with regard to this drivers licence.
- (ix) Seniority of employment will not hinder any termination decisions if work declines and there is need for reduction in staff. In such cases it will be the managements right to retain employees on ability or any other reasons deemed by management.
- (x) A casual employee is a person engaged by the hour with a minimum period of engagement of two (2) hours on each occasion.

7.4 Disputes & Individual Grievance Procedures

- (i) It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions bans or stoppages occurring.
- (ii) The following procedures are to be adopted in the resolution of individual employee grievances.
 - a. An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in this first place within 24 hours.
 - b. In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further 24 hours.
 - c. Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further 24 hours.
 - d. At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
 - e. Should the grievance still remain unsolved the employee and senior management may agree to the involvement of an agreed third party or parties to hear and attempt to resolve the grievance.
 - f. If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
 - g. Whilst the above procedures are being followed normal work shall continue.

7.5 Allowance

Where an employee cannot return home within each 24 hour period, whilst engaged in either interstate or intrastate long distance journeys, he/she is entitled to a living away from home allowance of \$40.00 on each occasion.

7.6 Long Distance Journeys

- (i) **INTRASTATE-** On journeys with a return distance in excess of 1000 kilometres, a kilometre rate of 21c per kilometre may apply. This rate shall be in lieu of the ordinary daily wage rate and overtime rates.
- (ii) **INTERSTATE -** On journeys with a return distance in excess of 1000 kilometres interstate a kilometre rate of 21.3c per kilometre may apply this rate.
- (iii) Where an employee is engaged on long distance intrastate or interstate journeys and the vehicle sustains a breakdown that cannot be repaired by the driver, he shall be paid a maximum of 8 hours ordinary time wages and receive the allowance as prescribed in clause 7.5 if applicable, until such time as the vehicle is repaired, an alternate vehicle supplied or the driver instructed to make alternative arrangements.

7.7 Parental Leave

Maternity and Paternity Leave shall be granted in accordance with the provisions of the Industrial Relations Act 1991, Chapter 2, Part 2, Division 3.

7.8 Bereavement and Compassionate Leave

- (i) On the occasion of the death within Australia or New Zealand of an employee's mother, father, wife, husband (including defacto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production evidence acceptance to the employer, the employee shall receive a maximum of 3 days leave on full pay.
- (ii) The employer may, at its discretion, grant an employee compassionate leave up to a maximum of 3 days per service year on full pay.

7.9 No Strike Provisions

The parties to this agreement agree that there will not be any strikes, lockouts, bans or limitations during the period of this agreement.

8.0 Annual Leave

- (i) Annual leave should be as prescribed by the Annual Holidays Act 1944 (four (4) weeks) or any other act that replaces that act.
- (ii) An additional one (1) weeks wages should be paid as an annual leave loading on the completion of each service year and is to be taken with annual leave.
- (iii) Annual leave loading is not payable on pro rata annual leave.

8.1 Long Service Leave

- (i) Long service leave shall be in accordance with the Long Service Leave Act 1955.

8.2 Sick Leave

- (i) Each employee shall be entitled to five (5) days sick leave in the first service year subject to the following:-
 - a. In the first 3 months, nil.
 - b. In the second 3 months, 2 days.
 - c. After 6 months an additional 3 days (total 5 days).
 - d. An employee who takes sick leave within the first three months may claim that sick leave after three months service.
- (ii) After the employees first service year he/she shall be entitled to an additional 2 days sick leave each 13 weeks (8 days per year) thereafter.
- (iii) Sick leave is accumulative.
- (iv) An employee prior to claiming sick leave, after the first absence each service year, is required to produce to the employer a certificate from a practising medical practitioner before payment is made.

8.3 Public Holidays

- (i) Public holidays shall be these days on which New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed together with such days as maybe proclaimed by the Government.
- (ii) Where an employee is rostered to work on a public holiday as described in clause 8.3 (i) above and the employee works on such day, the employee shall be entitled to an additional ordinary days wages for each public holiday that the employee actually works.

8.4 Jury Service

- (i) When required to attend for jury service the employee shall be granted leave of absence and be paid by the employer an amount equal to the difference between the amount received by the court for jury service and the ordinary time rate the employee would have been paid had the employee worked.

8.5 Wage Adjustment

- (i) This agreement has a nominal period of 24 months. Variations to the agreement shall be in accordance with the provisions of the Industrial Relations Act 1991.
- (ii) The procedure for the adjustment of the weekly wage rate as prescribed in clause 6.8 will be annually by variation of the agreement to reflect the wage movements in decisions of the Industrial Commission of NSW in State wage cases.

8.6 Transfers

- (i) The company retains the right to transfer employees to other work or between divisions to suit the requirements and needs of the business.
- (ii) The company will endeavour to give an employee 14 days notice of a transfer to other work or other divisions.
- (iii) An employee transferred to other work or division shall receive the remuneration applicable to that work or that division, provided such transfer exceeds one (1) month.

8.7 Productivity Arrangements

Nothing in this agreement shall restrict the employer and the employee(s) from entering into an agreed arrangement in writing, for other forms of remuneration provided such arrangements shall not be less than that provided for in Clause 6.8.

8.8 Superannuation

- (i) The parties to this agreement have agreed that the following additional amounts will be paid into the nominated superannuation accounts of weekly hire employees as a "salary sacrifice" superannuation payment.

Grades 1 - 6	\$10.00 per week
Grades 7 - 8	\$20.00 per week

- (ii) This clause shall not apply to casual employees.

8.9 Redundancy

(i) Where it is necessary for the company to make an employee redundant due to a downturn in work, other than seasonal downturns or through the loss of a contract, or the employee having attained the agreed retirement age of 65 years. Severance payments as prescribed in clause (ii) below shall apply.

(ii) PERIOD OF SERVICE	<45 YEARS OF AGE	>45 YEARS OF AGE
Less than 1 year	NIL	NIL
Between 1 & 2 years	4 weeks of pay	5 weeks of pay
Between 2 & 3 years	6 weeks of pay	7.5 weeks of pay
Between 3 & 4 years	7 weeks of pay	8.75 weeks of pay
More that 4 years	8 weeks of pay	10 weeks of pay

(iii) The benefits of Clause 8.9 (ii) shall not apply to casual or agreed term contract employees.

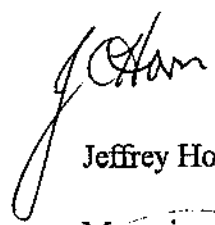
(iv) The benefits of Clause 8.9 (ii) shall not apply to persons terminated for reasons other than genuine redundancy.

9.0 Uniforms

Where a weekly hire employee is required by his employer to wear distinctive dress the same shall be provided, free of cost, by the employer.

Signed for and on behalf of *G HORN & SON PTY LTD*

Signature:



Name:

Jeffrey Horn

Occupation:

Managing Director

Common Seal of the Company:



Witness:



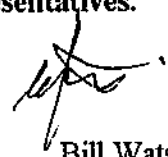
KARINE HORN
COMPANY SECRETARY / DIRECTOR

Date:

28-10-93.

Signed and on behalf of the employees of Horns Transport. The Works Committee representatives.

Signature:



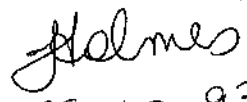
Name:

Bill Watson

Occupation:

Driver

Witness:

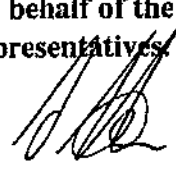


Date:

28-10-93

Signed and on behalf of the employees of Horns Transport. The Works Committee representatives.

Signature:



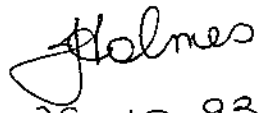
Name:

Shaun Hain

Occupation:

Driver


Witness:



Date:

28-10-93

Signed and on behalf of the employees of Horns Transport. The Works Committee representatives.

Signature: 

Name: Scott Brown

Occupation: Driver

Witness: 

Date: 28-10-93

Signed and on behalf of the employees of Horns Transport. The Works Committee representatives.

Signature: 

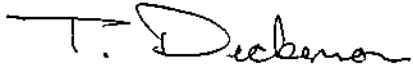
Name: Roger Williams

Occupation: Driver

Witness: 

Date: 28-10-93

Signed and on behalf of the employees of Horns Transport. The Works Committee representatives.

Signature: 

Name: Tim Dickinson

Occupation: Driver

Witness: 

Date: 28.10.93.