

ENTERPRISE AGREEMENT

NO: E.A. 438 /1994

DATE REGISTERED: 4-11-94

PRICE: \$ 26-00

JAMES WOLSTENHOLME & CO. PTY. LIMITED

ENTERPRISE AGREEMENT

1. **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 30 May, 1994 between James Wolstenholme & Co. Pty. Limited on the one part and the Works Committee of the Employees of the Company currently employed under the Transport Industry (State) award as Transport Workers.

2. **TITLE OF AGREEMENT**

The agreement shall be known as the "James Wolstenholme & Co. Pty. Limited Employees Enterprise Agreement".

3. **INTENTION**

The agreement shall apply only to those employees employed as transport workers as described in Clause 10 and engaged by the company at its depots at Unit 10, 28 Vore Street, Silverwater, 2141 and at Metford Road, East Maitland 2323.

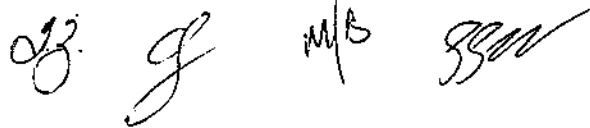
4. **DURESS**

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. **INCIDENCE AND DURATION**

This agreement shall regulate the terms and conditions of employment previously regulated by the "Transport Industry (State) Award", or any other award that replaces that award during the nominal period of this agreement and thereafter until this agreement is varied or rescinded.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 1 year unless varied or terminated earlier by the provisions provided within the Industrial Relations Act, 1991.

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6. ENTERPRISE AGREEMENTS

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

1. Parties to the Agreement.
2. Title of Agreement.
3. Intention.
4. Duress.
5. Incidence and Duration.
6. Index.
7. Hours of Employment.
8. Payment of Wages.
9. Wage Rates.
10. Transport Worker Classification.
11. Long Distance Work.
12. Annual Leave, Long Service Leave, Weekends and Public Holidays.
13. Transfers.
14. Medical Examinations.
15. Training.
16. Uniforms.
17. Allowances.
18. Sick Leave.
19. Bereavement Leave.
20. Jury Service.
21. Parental Leave.
22. Individual Grievance Procedures.
23. Disputes Procedure.
24. Standing Down of Employees.
25. Employment/Termination of Employment.

7. HOURS OF EMPLOYMENT

7.1 The maximum ordinary hours of employment shall not exceed 40 per week if averaged over a 52 week period.

7.2 All hours voluntarily worked in excess of ordinary hours shall be remunerated at the same rate per hour as those ordinary hours.

7.3 The commencement times per day may be changed by the employer with 24 hours notice to the employee or less in extenuating circumstances to suit the requirements and needs of the business.

MB J *M/B J*

7.4 This agreement excludes the provision of rostered days off.

7.5 All shifts exceeding 8 hours will have a half hour unpaid meal break

8. PAYMENT OF WAGES.

8.1 Weekly hire employees shall be engaged by the week and paid weekly.

8.2 Payment of wages shall be by cash or electronic funds transfer, as requested by the employee and be available by 3.30 p.m. on the designated pay day.

8.3 The weekly pay period is Monday to Friday with the designated pay day Thursday.

8.4 Daily time sheets are to be returned by 9.00 a.m. daily.

8.5 Daily time sheets for hours in excess of 8 hours per day not received before 9.00 a.m. Thursday will not be paid until the following pay period.

8.6 Payment for hours of employment in excess of 8 hours for Thursday and Friday will be paid on the following pay day.

8.7 Casual employees shall be paid on the same day as weekly hire employees.

9 WAGES RATES

9.1 All employees shall receive an hourly rate for ordinary hours of employment that is, not less than the rate which would have otherwise been applicable from time to time under the "award" which would apply to them if this agreement had not been made.

9.2 Wage rates for every hour worked by all full time or casual employees irrespective of the time of day or the day of the week shall be as follows:-

Grade A - \$560.00 per week (\$14.00 per hour)

Grade B - \$500.00 per week (\$12.50 per hour)

9.3 The wage rates in para 9.2 include payment for shift allowances that would have applied under the "Transport Industry (State) Award", or any other award that replaces that award.

LJ *J* *M/B* *JW*

10. TRANSPORT WORKER CLASSIFICATION

10.1 Grade A

- (a) Driver articulated four/five/six axle
- (b) Driver rigid + trailer four/five/six/seven axle.

10.2 Grade B

- (a) Driver two/three/four axle rigid GVM over 4.5 tonne.
- (b) Platform hand, forklift driver to 9 tonne capacity, loader - forwarders depot.

11. LONG DISTANCE WORK

11.1 Where employees are required to perform driving work on return trips in excess of 500 kilometres, remuneration will be by Table A of this agreement rather than on wages and hours worked.

11.2 In addition, a long distance allowance of \$16.00 will be paid each trip.

11.3 Loading and unloading will be paid for 1 hour on each occasion the driver is required to load/unload on each trip, or an aggregate of hours required to load/unload on each trip. This rate will be paid at the appropriate transport worker classification.

11.4 The employee shall receive as a minimum weekly payment the wage rate prescribed for the appropriate grade in clause 9.2, Wage Rates, and in addition there to thirty percent (30%)

12. ANNUAL LEAVE, LONG SERVICE LEAVE, WEEKENDS AND PUBLIC HOLIDAYS

12.1 Annual leave shall be in accordance with the Annual Holidays Act 1944. The entitlement shall be 20 days per year. There is no provision for any "Holiday Loading".

12.2 Long service leave shall be in accordance with the "Long Service Leave Act", 1955.

12.3 The parties agree that wage rates for weekends are the wage rate for the appropriate grade in clause 9.2, Wage Rates, and the hours worked are in addition to the ordinary hours of employment.

J. J.

M/B

SEN

12.4 The parties agree the wage rates for work on Public Holidays are the wage rate for the appropriate grade in clause 9.2, Wage Rates, and in addition 8 hours wages for the appropriate grade.

12.5 Redundancy pay shall be in accordance with the "Employment Protection Act", 1983.

13. TRANSFERS

13.1 The Company retains the right to transfer employees to other work or between divisions to suit the requirements and needs of the business.

13.2 The Company will endeavour to give an employee seven (7) days notice of a transfer to other work or other divisions.

13.3 In the situation where an employee is transferred to a lower grade job, he/she shall continue to receive payment at the higher grade.

14. MEDICAL EXAMINATIONS

14.1 The Company will require any prospective employee to undertake a medical examination by a qualified and practicing medical practitioner, nominated by the Company, prior to the Company offering employment.

14.2 Current employees will be required to undertake medical examinations by a qualified and practicing medical practitioner, nominated by the Company, at the Companies request from time to time.

14.3 The results of such examinations will be made available to the Company by the employee.

14.4 Persons considered unfit for work within their classification may be reclassified to other duties, provided alternate duties are available, or terminated, or retired.

14.5 The results of all medical examinations made available to the Company are to be treated with strict confidence by the Company.

15. TRAINING

15.1 The parties acknowledge that the Company reserves the right to select which employees are required to undergo training or further training and the times of such.



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16. UNIFORMS

16.1 Where a uniform is provided by the Company the employee is required to wear the uniform. Such uniforms remain the property of the Company and will be replaced on a fair wear and tear basis.

16.2 In the event of resignation or termination of employment the employee is to return the uniform(s) to the Company.

17. OVERNIGHT ALLOWANCE

17.1 An overnight allowance of \$25.00 will be paid to an employee directed by Management to rest overnight away from his/her home residence.

17.2 In the situation where an employee directed by Management to rest overnight away from his/her home residence is not in a vehicle with an approved sleeping compartment, the Company will meet the costs of accommodation and the employee will receive the allowance of \$25.00 for meals and out of pocket expenses.

18. SICK LEAVE

18.1 "Year" shall mean a period of twelve months measured for each employee from the date of commencement of his/her current period of employment.

18.2 An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this agreement, who is absent from his work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (a) He/She shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his ordinary starting time on the first day of his/her absence, and in any event with twenty-four hours, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of absence.
- (b) He/She shall furnish to the employer such evidence as the employer may reasonably desire that he was unable, by reason of such illness or injury, to attend for duty on the day or day for which sick leave is claimed.
- (c) Except as hereinafter provided, he/she shall not be entitled in any year (as defined) to leave in excess of one week.

J. J. *J.* *M/B* *J.W.*

Provided that:

- (i) If his employment continues with the one employer after the first year, his/her sick leave entitlement shall increase to a maximum of eight days of ordinary working time at which figure it shall remain for each subsequent year of continued employment.
- (ii) If the employment of an employee who has become entitled to leave in accordance with proviso (i) above is terminated for any reason, he shall not be entitled, in that year, to leave in excess of one week.

18.3 For the purpose of administering paragraph (c), of subclause (ii) an employer, within one month of this agreement coming into operation or within two weeks of the employee entering his/her employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence he/she has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and to act.

18.4 The rights under this clause shall accumulate from year to year, so long as his/her employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.

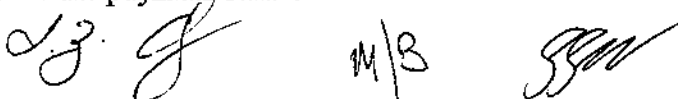
18.5 If a public holiday occurs during an employee's absence on sick leave then such holiday shall not be counted as sick leave.

18.6 Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (c) of subclause (ii) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.

18.7 Accumulated sick leave to the credit of an employee at the commencement of this agreement shall not be affected nor reduced by the operation of this clause.

18.8 Where an employee is sick or injured on the week day he/she is to take off in accordance with the provisions of Parts (A) or (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of this agreement, he/she shall not be entitled to sick pay nor will his/her sick pay entitlement be reduced as a result of his/her sickness or injury on that day.

18.9 "The payment for any absence in sick leave in accordance with this clause during the first three (3) months of employment of an employee, may be withheld by the employer until the employee completes such three (3) months of employment at which time the payment shall be made".

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19. BEREAVEMENT LEAVE

19.1 An employee on weekly hiring shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother.

19.2 Provided further, an employee on weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

19.3 Where an employee would otherwise become entitled to bereavement leave, but such day or days occur on a day or days rostered for the employee to take off pursuant to Parts (A) or (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of this agreement, he/she shall not be entitled to bereavement leave nor will his/her bereavement leave be reduced as a result of him/her taking leave on that day or days.

20. JURY SERVICE

20.1 When required to attend for jury service, an employee shall receive leave of absence and shall be paid by the employer an amount equal to the difference between the fee received from the court for jury service and the ordinary time rate the employee would have been paid, had he or she worked.

21. PARENTAL LEAVE

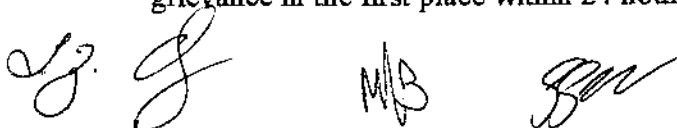
21.1 Maternity and Paternity leave shall be granted to full time employees, and shall be in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

22. INDIVIDUAL GRIEVANCE PROCEDURES

22.1 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.

22.2 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 the 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.

23. DISPUTES PROCEDURE

23.1 Subject to the Industrial Relations Act 1991, any dispute shall be dealt with in the following manner:-

- (a) In the event of an industrial dispute, the representative of the employees of the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
- (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between the representative of the employees of the job and the Transport Manager.
- (c) Should the dispute still remain unsolved the representative of the employees of the job will confer with senior management.
- (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

23.2 All work shall continue normally while these negotiations are taking place.



24. STANDING DOWN OF EMPLOYEES

24.1 The Company shall have the right to make application to the Industrial Relations Commission of New South Wales for a Stand-Down Order to stand-down any employee(s) without pay when the employee(s) cannot be usefully employed due to causes for which the employer cannot be held responsible such as any strike, or any ban, limitation or restriction upon the performance of the Company's clients or at points of loading and unloading.

24.2 An employee(s) stood down shall continue to accumulate sick leave, annual leave and long service entitlements.

24.3 The Company will not unreasonably reject any request for annual leave from an employee(s) stood down.

25. EMPLOYMENT/TERMINATION OF EMPLOYMENT

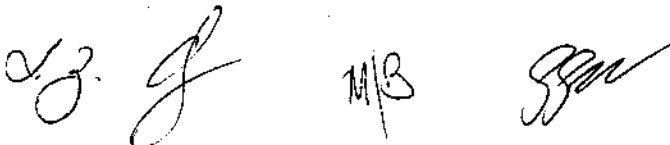
25.1 All weekly hire employees are subject to a three month probationary period and his/her position can be terminated at the discretion of management.

25.2 The Company reserves the right to implement a standard 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 standard for all employees providing no objection is received, in writing within seven (7) days of the placement of the proposed standard(s) on the notice board.

25.3 It is the responsibility of every employee to ensure that he/she is aware of those conditions and he/she abides by those conditions once placed on the notice board.

25.4 The Company also maintains the right to terminate the employment of any employee providing warning &/or counselling is/are given on two previous occasions.

25.5 If any employee falsifies any information on conditions of employment application 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 uses equipment for which he is not authorised or is found guilty of unauthorised use or abuse of equipment or performs a duty for which he is not fully trained as such, no standard counselling or warnings will be necessary and the employee will be dismissed immediately.

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25.6 It is the responsibility of an employee to notify the Company immediately on any loss of points with regard to his/her drivers licence.

25.7 The Management will use seniority of employment by transport worker classification to reduce employment numbers if work declines, and there is a need for reduction in the workforce.

[Handwritten signatures]

26. Signed for and on behalf of James Wolstenholme & Co. Pty. Limited

SIGNATURE: J. Wolstenholme
NAME: GEORGE JAMES WOLSTENHOLME
OCCUPATION: MANAGER
COMMON SEAL OF COMPANY:



WITNESS: Graham
DATE: 8/11/93

27. Signed for and on behalf of employees by the Works Committee.

SIGNATURE: M.G. Byrd
NAME: MAXWELL GLEN BRAZEL
OCCUPATION: TRANSPORT WORKER GRADE A
WITNESS: Graham
DATE: 8/11/93

SIGNATURE: Graham
NAME: CHRISTOPHER WILLIAM GRAHAM
OCCUPATION: TRANSPORT WORKER GRADE A
WITNESS: J. Wolstenholme
DATE: 8/11/93

SIGNATURE: J. Zawirski
NAME: TEDDY JOHN ZAWIRSKI
OCCUPATION: TRANSPORT WORKER GRADE B
WITNESS: J. Wolstenholme
DATE: 8/11/93

23 J M/B JW

TABLE A - LONG DISTANCE RATES

Km	\$	Km	\$	Km	\$	Km	\$
500	102.50	735	150.70	970	198.90	1205	247.00
505	103.50	740	151.70	975	199.90	1210	248.10
510	104.60	745	152.70	980	200.90	1215	249.10
515	105.60	750	153.80	985	201.90	1220	250.10
520	106.60	755	154.80	990	203.00	1225	251.10
525	107.60	760	155.80	995	204.00	1230	252.20
530	108.70	765	156.80	1000	205.00	1235	253.20
535	109.70	770	157.90	1005	206.00	1240	254.20
540	110.70	775	158.90	1010	207.10	1245	255.20
545	111.70	780	159.90	1015	208.10	1250	256.30
550	112.80	785	160.90	1020	209.10	1255	257.30
555	113.80	790	162.00	1025	210.10	1260	258.30
560	114.80	795	163.00	1030	211.20	1265	259.30
565	115.80	800	164.00	1035	212.20	1270	260.40
570	116.90	805	165.00	1040	213.20	1275	261.40
575	117.90	810	166.10	1045	214.20	1280	262.40
580	118.90	815	167.10	1050	215.30	1285	263.40
585	119.90	820	168.10	1055	216.30	1290	264.50
590	121.00	825	169.10	1060	217.30	1295	265.50
595	122.00	830	170.20	1065	218.30		
600	123.00	835	171.20	1070	219.40		
605	124.00	840	172.20	1075	220.40		
610	125.10	845	173.20	1080	221.40		
615	126.10	850	174.30	1085	222.40		
620	127.10	855	175.30	1090	223.50		
625	128.10	860	176.30	1095	224.50		
630	129.20	865	177.30	1100	225.50		
635	130.20	870	178.40	1105	226.50		
640	131.20	875	179.40	1110	227.60		
645	132.20	880	180.40	1115	228.60		
650	133.30	885	181.40	1120	229.60		
655	134.30	890	182.50	1125	230.60		
660	135.30	895	183.50	1130	231.70		
665	136.30	900	184.50	1135	232.70		
670	137.40	905	185.50	1140	233.70		
675	138.40	910	186.60	1145	234.70		
680	139.40	915	187.60	1150	235.80		
685	140.40	920	188.60	1155	236.80		
690	141.50	925	189.60	1160	237.80		
695	142.50	930	190.70	1165	238.80		
700	143.50	935	191.70	1170	239.90		
705	144.50	940	192.70	1175	240.90		
710	145.60	945	193.70	1180	241.90		
715	146.60	950	194.80	1185	242.90		
720	147.60	955	195.80	1190	244.00		
725	148.60	960	196.80	1195	245.00		
730	149.70	965	197.80	1200	246.00		

L3. J MB JSM