

# ENTERPRISE AGREEMENT

NO: E.A. 250 /1996

DATE REGISTERED: 26-8-96

PRICE: \$ 20-00

**COASTAL TRANSPORT SERVICES**

**EMPLOYEES**

**ENTERPRISE AGREEMENT**

# ENTERPRISE AGREEMENT

## 1. PARTIES TO THE AGREEMENT

This agreement shall be binding upon:

- (a) Preslamp Pty Ltd
- (b) The employees of Coastal Transport Services

## 2. TITLE OF AGREEMENT

This agreement shall be known as the COASTAL TRANSPORT SERVICES EMPLOYEES ENTERPRISE AGREEMENT

## 3. INTENTION

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

- (a) 10 Pavitt Crescent, North Wyong

The depot shall be the main starting place of employment for employees. By agreement, employees may commence the working day at a client's establishment or from the employee's home.

## 4. DURESS

The parties to this agreement agree this agreement was not entered into under duress by any party to it.

## 5. INCIDENCE AND DURATION

This agreement partially shall regulate the terms and conditions of employment previously regulated by the Transport Industry Interim (State) Award and the Transport Industry Wages (State) Award or any other award(s) that replaces those awards during the nominal period of this agreement and thereafter until the agreement is varied or rescinded.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 for twelve (12) months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act 1991.

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**6. PREAMBLE**

Coastal Transport Services carries out on the business of general freight. This enterprise agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Coastal Transport Services and accord to employees of the enterprises greater access to regular employment.

**7. HOURS STATUS**

The hours of work shall be as those prescribed by Clause 8 of the Transport Industry - Interim (State) Award, except for:

- (a) "span of hours" which will be 6:00 am to 6:00 pm.
- (b) "Commencing and finishing times" may be altered with 24 hours notice. It should be noted that "starting location" can be altered on the same basis.
- (c) "Rostered Days Off" can be taken at short notice (whether at the request of the employee or the employer) by agreement between the employee and the employer. Wherever possible, minimum of 24 hours notice is to be given.

This agreement further provides that as long as a minimum of five (5) RDO's remain accumulated, employees may opt to be paid accumulated RDO's at ordinary rates.

- (d) "Part-Time Drivers"
  - (i) will be engaged to perform driving
  - (ii) will be guaranteed a minimum of four (4) hours for each engagement
  - (iii) may be required to work up to a maximum of forty (40) hours per week in periods of excessive workloads.
  - (iv) Part-time drivers will not be subject to any full-time to non full-time employee ratio.

**8. SATURDAY AND SUNDAY WORK**

A minimum payment of two (2) hours at the appropriate rate of pay irrespective of time worked.

**9. ANNUAL LEAVE**

Weekly hire employees shall receive Annual Leave in accordance with Clause 26 of the Award.

**10. LONG SERVICE LEAVE**

Weekly hire employees shall receive Long Service Leave in accordance with the Long Service Leave Act, 1955.

**11. SICK LEAVE**

- (i) An employee may opt to be paid out for unused sick leave in any year, provided that an accumulated balance of at least 21 days is maintained. Accumulated sick leave at the date of this agreement may not be paid out.
- (ii) This option may only be exercised for unused sick leave in the year in which it was awarded.

**12. RECALL**

An employee recalled for work shall be guaranteed and shall be paid for at least two (2) hours work for each start at the appropriate rate of pay.

**13. BEREAVEMENT LEAVE & COMPASSIONATE LEAVE**

On the occasion of the death within Australia or outside Australia of a weekly hire employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, step-child or parent-in-law, and on the production of evidence satisfactory to the employer, the employee will receive a maximum of two days leave on full pay.

**14. JURY SERVICE**

When required to attend for jury service, a weekly hire 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.

**15. PARENTAL LEAVE**

Maternity, paternity and Adoption Leave shall be granted to weekly hire employees, and shall be in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

**16. 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 appendix 1.

*g.B* *ck* *SH* *10*

**17. NO EXTRA CLAIMS**

The parties to the agreement will not make claims for improvements in wages and conditions except where consistent with the process identified in the agreement.

Any award adjustments defined in accordance with future National or State Wage Decisions or otherwise which may be convened during the life of the agreement will be absorbed into any increases paid or allowable under this agreement.

**18. RATES OF PAY**

All employees covered by this Agreement will receive a 6% increase on the current award rate of pay in accordance with appendix 1.

The increases contained in clause 20 take effect on and from the date of registration. Employees covered by this agreement at the date of registration will receive the increases in accordance with clause 20.

**19. DISPUTES PROCEDURE**

- (a) 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.
- (b) The following procedures are to be adopted in the resolution of individual employee grievances:
  - (i) 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.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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.

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LPS, AK, SA, PB

- (v) Should the grievance still remain unsolved the employee and senior management may agree to the involvement of any agreed third party or parties to hear and attempt to resolve the grievance.
- (vi) 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.
- (vii) Whilst the above procedures are being followed work as directed by the employer shall continue.

## 20. CASUAL HIRE EMPLOYEES

- (a) Casual hire employees shall be engaged by the hour and irrespective of the hours worked shall be paid a minimum of four (4) hours for each period of engagement.
- (b) The hourly wage rate of casual employees will carry the appropriate casual loading as prescribed by clause 5 Division G of the Transport Industry Wages (State) Award.

## APPENDIX 1

### RATES OF PAY

AWARD GRADING	AWARD BASE RATE \$	6% EBA \$	NEW BASE RATE \$
1	388.40	23.30	411.70
2	402.00	24.12	426.12
3	411.40	24.68	436.08
4	419.60	25.18	444.78
5	440.70	26.44	467.14
6	446.00	26.76	472.76
7	462.10	27.73	489.83
8	494.90	29.69	524.59

**LONG DISTANCE WORK**

The appropriate kilometre rate on return trips in excess of 500 road kilometres in distance will be 22.00 cents per kilometre.

**HIAB CRANES ALLOWANCE**

The rates shown in Table 6 - Allowances (Division F - Extra Payments, Item 11 HIAB Cranes etc) is increased to \$21.00 per week.



Preslamp Pty Ltd trading as

Signed for and on behalf of Coastal Transport Services:

Signature:

*[Handwritten signature]*

*[Handwritten signature]*



Name:

ERRY BISHOP

R. J. BRADY

Position:

DIRECTOR

DIRECTOR

Common seal of the Companies:

Witness:

*[Handwritten signature]*

Date:

4/6/96

Signed by the employee of the Company

Signature:

*[Handwritten signature: SHogg]*

Name:

Stephen Edward Hogg

Occupation/Classification:

TRUCK DRIVER

Date:

5-6-96

Signed by the employee of the Company

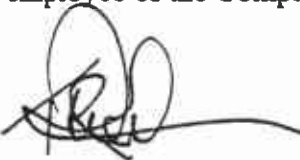
Signature: 

Name: Christopher Arthur Bowen

Occupation/Classification: Semi Trailer Driver

Date: 5/6/96.

Signed by the employee of the Company


Signature: 

Name: TREVOR RUSSELL WILSON

Occupation/Classification: DRIVER

Date: 5-6-96

Signed by the employee of the Company

Signature: 

Name: GREGORY STEPHEN BAX

Occupation/Classification: SEMI TRAILER DRIVER

Date: 6/6/96

Signed by the employee of the Company

Signature:

Name:

Occupation/Classification:

Date:

Signed by the employee of the Company

Signature:



Name:

ALAN CEDRIC ROSE

Occupation/Classification:

TRUCK DRIVER

Date:

6-6-96

Signed by the employee of the Company

Signature:



Name:

RICHARD ATKEN NEW

Occupation/Classification:

TRUCK DRIVER

Date:

6/6/96