

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/281

TITLE: John Fletcher International Employees Enterprise Agreement

I.R.C. NO: 98/4997

DATE APPROVED/COMMENCEMENT: 21 September 1998

TERM: Expires 19 January 2000

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to transport workers at the Glebe, Rozelle, Botany, Kent Street, Sydney and Mascot depots of the Company

PARTIES: John Fletcher International -&- Transport Workers' Union of Australia, New South Wales Branch



JOHN FLETCHER INTERNATIONAL

EMPLOYEES'

Registered
Enterprise Agreement
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ENTERPRISE AGREEMENT

JUNE 1998

ENTERPRISE AGREEMENT

1. PREAMBLE

John Fletcher International 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 its 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 John Fletcher International of 69 Kent Street, Sydney (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 Clause 15 of this agreement on the other part.

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3. TITLE OF AGREEMENT

This agreement shall be known as the "John Fletcher International 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) 41-47 Forsyth Street, Glebe NSW 2037
- (ii) 19-35 Crystal Street, Rozelle NSW 2039
- (iii) 47 Swinbourne Street, Botany NSW 2019
- (iv) 65-69 Kent Street, Sydney NSW 2000
- (v) 166 O'riordan Street, Mascot NSW 2020

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 previously 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 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 until 19 January 2000, unless varied or terminated earlier by the provisions within the Industrial Relations Act, 1996.

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



7. NOTIFICATION OF OVERTIME

On arrival at work drivers will immediately notify management if they are unavailable for overtime for that day.

8. FOUR-HOUR CASUALS

The company may engage casuals to perform work in accordance with any classifications as set out in Appendix 2.

Casuals will be engaged for a minimum of four (4) hours.

9. PAYMENT OF WAGES

All wages shall be paid by electronic funds transfer (EFT).

10. 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 access 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.

11. PART-TIME EMPLOYEES

Part-time employees may be engaged by the company without restriction in any of the classifications covered by this agreement.

12. LUNCH BREAK

Employees shall take lunch breaks in truck ranks or during other truck waiting periods.

13. JOB ALLOCATION

It has been agreed by all drivers that job allocation and associated paper registers shall be obtained prior to a drivers start time.



14. 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.

It has been further agreed that any industrial dispute will not stop the movement of Full Container Load (FCL) Reefer Containers or medical supplies.

15. CLASSIFICATION AND WAGE RATES FOR DRIVERS AND RELATED EMPLOYEES

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	Registered Enterprise Agreement Industrial Register Column 1 5% - Paid From 22 January 1998	Column 2 5% - Paid from 22 January 1999
One	Extra Hand, yard person, motorcycle rider, horse rider, towmotor driver, bike couriers, class 1A licensed driver	469.03	491.37
Two	Driver Two Axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of Rail Truck, platform hand	485.42	508.53
Three	Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader - forwards' depot, driver straddle truck	496.76	520.41
Four	Driver three axle rigid, Driver forklift 9 - 15t capacity	506.62	530.75
Five	Driver four axle rigid, Driver articulated three axle total, Driver rigid + trailer three axle total, Driver forklift 30 - 60t capacity	532.14	557.48
Six	Driver articulated four axle total, Driver rigid + trailer four axle total, Driver forklift 30 - 60t capacity	538.56	564.19
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	557.97	584.54
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)	597.55	626.01

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 for the period ending 19 January 2000.

It is further agreed that the wage rates set out in Clause 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. This agreement shall also absorb any increase resulting from State Wage Cases.



17. HOURS OF EMPLOYMENT

The ordinary hours of employment shall not exceed eight (8) hours per day (exclusive of meal breaks) on any day, Monday to Friday, between the hours of 5.15 am to 6.00 pm. Flexible start times are provided for each day after 5.15 am.

18. ATTENDANCE MONEY

It has been agreed between the parties to this agreement that employers shall receive a \$12.00 per week allowance to be called "Attendance Bonus" provided they work a full 38 hour normal time week.

It has been further agreed that the above allowance shall be included for the purposes of calculating leave loading.

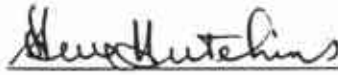
Appendix 2

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Grade	Classification	Rate
One	Extra Hand, yard person, motorcycle rider, horse rider, Towmotor driver, bike courier, class 1A licensed driver	446.66
Two	Driver Two Axle rigid GVM to 4.5t, driver forklift 4.5t capacity, loader, loader of Rail Truck, platform hand	462.30
Three	Driver two axle rigid GVM over 4.5t, driver forklift 4.5 - 9t capacity, forwarders' loader, loader-forwarders' Depot, driver straddle truck	473.11
Four	Driver three axle rigid Driver forklift 9-15t capacity	482.54
Five	Driver four axle rigid Driver articulated three axle total Driver rigid + trailer three axle total Driver forklift 15-30t capacity	506.81
Six	Driver articulated four axle total Driver rigid + trailer four axle total Driver forklift 30-60t capacity	512.90
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	531.42
Eight	Driver double articulated vehicles (B-doubles) Driver rigid vehicle-triple trailers (road trains) Driver gantry crane Driver double articulated low loaders and/or multi-axle Platform equipment (floats)	569.14

The parties hereby witness this agreement as follows:

Signed for and on behalf of the
**TRANSPORT WORKERS' UNION
OF AUSTRALIA
NEW SOUTH WALES BRANCH**



Steve Hutchins - Secretary-Treasurer



In the presence of:



Signed for and on behalf of:
**JOHN FLETCHER
INTERNATIONAL**



In the presence of:

