

ENTERPRISE AGREEMENT

NO: E.A. 21 /1993

DATE REGISTERED: 8-2-93

PRICE: \$ 10-00

NEW SOUTH WALES  
INDUSTRIAL RELATIONS ACT 1991.

ENTERPRISE AGREEMENT

made in accordance with Chapter 2 - Part 3 of the Act

1.0 TITLE

This Agreement shall be known as "the Ross Burton Transport Pty Ltd Enterprise Agreement, 1992".

2.0 APPLICATION OF THE AGREEMENT

- 2.1 This Agreement shall be binding upon Ross Burton Transport Pty Ltd ("the Company") and the Works Committee representing employees of the Company employed in the following classifications:-

Transport Worker Grade 1 - Non-driver or Driver up to 5 tonnes performing general non-specialist mechanical duties on vehicles such as fuelling and changing of tyres; trainee driver; probationer driver serving first three months in quarried materials industry without the appropriate experience necessary for the industry.

Transport Worker Grade 2 - Driver of one of the following standard type vehicles at basic, certificated or advanced standard:

Vehicle class 1 - Rigid four-wheel truck with an aggregate mass of 13.9 tonnes or less.

Vehicle Class 2 - Rigid six-wheel truck with an aggregate mass of 20.4 tonnes or less.

Vehicle Class 3 - Rigid eight-wheel truck with an aggregate mass of 25 tonnes or less.

Vehicle Class 4 - Articulated truck with up to five axles and with an aggregate mass of 35.4 tonnes or less.

Vehicle Class 5 - Articulated tri-axle truck or truck-trailer combination with five axles or more and with an aggregate mass of 38.3 tonnes or less.

- 2.2 This Agreement shall apply to the work of driving and loading motor lorries, articulated or semi-articulated vehicles and the washing of such vehicles carried out on and from the enterprise. See also Section 6.

- 2.3 "The Enterprise" shall be the transport yard operated by the Company at 22 Mamre Road, Kemps Creek, NSW or at any other premises established by the Company in the State of New South Wales.

### 3.0 OTHER AWARDS, ETC

- 3.1 This Agreement shall be read in conjunction with the Transport Industry Quarried Materials (State) Award ("the Award") made in accordance with the provisions of the Act.
- 3.2 Reference in this Agreement to "the Determination" shall mean the Transport Industry - Quarried Materials &c. Carriers Contract Determination made in accordance with the provisions of the Act.

### 4.0 HOURS OF WORK

- 4.1 In lieu of the provisions of the Award employees subject to this Agreement shall work not more than 38 ordinary hours within a work cycle of not more than 7 days.
- 4.2 Employees shall not work any system of hours which makes provisions for rostered days off.

### 5.0 RATES OF PAY

- 5.1 In lieu of the provisions of the Award, employees shall be paid on the following basis:

20% of the per kilometre running rate for the appropriate vehicle (based on carrying capacity and age) set out the Schedules to the Determination which relate to "Vehicle Rates", for each load carried.

- 5.2 Whilst an employee is absent on sick leave, on annual leave or engaged on work other than driving he shall be paid at an hourly rate calculated from the appropriate rate set out in the Award.
- 5.3 No employee shall receive, in respect of ordinary hours of work, an amount less than provided by the Award for the appropriate classification.

### 6. OTHER DUTIES

In addition to the work set out in Section 2.2 employees shall be required to:

- (a) Assist mechanics who are carrying out repairs to the vehicles allocated to them.
- (b) Change tyres on vehicles allocated to them.

- (c) Wash vehicles and maintain them in a clean and tidy condition.
- (d) Other driving or yard duties as directed by a Supervisor.

#### 7.0 OTHER EMPLOYMENT CONDITIONS

Unless specifically referred to in this Agreement conditions of employment, including payment of annual leave loading, shall be as set out in the Award.

#### 8.0 AVOIDANCE OF DISPUTES PROCEDURE

##### 8.1 Procedures relating to grievances of individual employees

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.

##### 8.2 Procedures relating to disputes etc. between employers and their employees

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.

- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

9.0 TERM OF AGREEMENT

This Agreement shall operate on and from the date upon which it is registered and shall remain in force for a period of two (2) years from that date.


10. DECLARATION

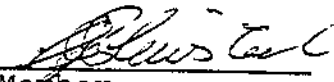
The parties to this Agreement have not entered into it under any duress. This declaration is confirmed by the signatures appearing in Schedules "A" and "B".

SCHEDULE "A"

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

  
Chairman

  
Member

  
Member

Date: 10<sup>th</sup> Nov 1992

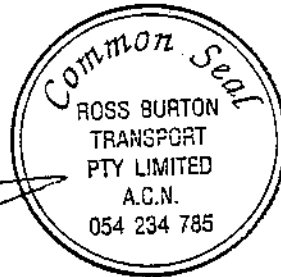
Date: 10 Nov 1992

Date: 10-11-92

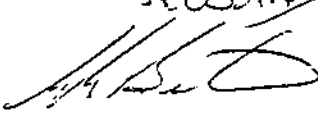
SCHEDULE "B"

Signed under seal for and on behalf of ROSS BURTON TRANSPORT PTY LTD.

THE COMMON SEAL OF ROSS BURTON TRANSPORT PTY. LIMITED was hereunto affixed in the presence of:-



  
SECRETARY

  
~~GENERAL MANAGER~~ DIRECTOR

10 - 11 - 1992  
DATE