

ENTERPRISE AGREEMENT

NO: E.A. 401 /1994

DATE REGISTERED: 11 - 10 - 94

PRICE: \$ 16.00

CAMSONS *Pty. Ltd.*

(TRANSPORT WORKERS)

ENTERPRISE AGREEMENT

18th July, 1994

ENTERPRISE AGREEMENT

1.0 Parties to the Agreement

This Enterprise Agreement, made in pursuance of chapter 2 of part 3 of division 2 - Enterprise Agreement - of the Industrial Relations Act 1991, entered into in 1994 between Camsons Pty Ltd A.C.N 002 113 279 ("The Company") on the one part and the Transport Worker's Union of Australia (New South Wales Branch) ("The Union").

2.0 Award Coverage

The provisions of the Transport Industry (Quarried Materials) (State) award shall continue to apply in the Metropolitan Transport Operation except where the award is inconsistent with the terms of this agreement in which case this agreement shall prevail.

3.0 Incidence and Duration

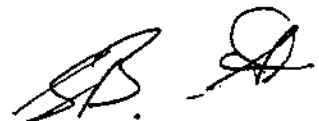
3.1 This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry (Quarried Materials) (State) award or any other award that replaces awards during the period of this agreement and thereafter until this agreement is varied or recinded.

3.2 This agreement shall apply to all employees with the occupation of Transport Workers Grade 2, working from the Depot located at 461 Great Western Highway, Huntingwood and RMB 1215 Peats Ridge Road, Calga.

3.3 The agreement shall operate from the date of registration and shall remain in force for a nominal period of twelve (12) months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act, 1991.

4.0 Enterprise Agreement

The following is the agreement reached.



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4.2 Hours of Employment

- (i) The ordinary hours of work shall not exceed eight (8) hours per day, exclusive of meal breaks, on any day Monday to Friday between the hours of 2.00 a.m and 4.00 p.m. Ordinary hours will not exceed forty (40) hours per week Monday to Friday. Starting times will vary on a daily basis.
- (ii) The ordinary hours for shiftworkers shall be an average of forty (40) hours per week. Ordinary hours will not exceed eight (8) hours in any consecutive twenty four (24) hours worked Monday to Friday, between the hours of 12.00 p.m and 12.00 a.m. Starting times will vary on a daily basis.

4.3 Starting Place

The Depot shall be the main starting place of employment for employees unless otherwise agreed to between the Company and an employee.

4.4 Rostered Days Off

- (i) Rostered days off may be accumulated within each calendar year. Agreement as to the number of days to be accumulated is to be reached between the Company and the employee, provided that:

During times of business downturn or vehicle breakdown/repairs, employees may be directed to take accumulated rostered days off by the Company at the Company's discretion.

- (ii) Accumulated rostered days off may be paid out at the end of the calendar year at the request of the employee provided that the employee maintains a balance of three (3) accrued rostered days off. Such payments of accumulated rostered days off shall be at the ordinary hours rate of pay.

4.5 Sick Leave

Sick leave conditions are to be consistent with "The Transport Industry (Quarried Materials (State) Award".

4.6 Meal Breaks

The only meal breaks available shall be the lunch break and smoke-oh break provided by the award. Wherever practicable such breaks are to be taken during stoppages, delays in loading and/or unloading or extended queues.

4.7 Overtime

- (i) Overtime shall be paid on hours worked with no agreed minimum payments.
- (ii) All overtime shall be paid in accordance with the Transport Industry (Quarried Materials) (State) Award.
- (iii) An employee who is required by the Company to work for a continuous period amounting to fourteen (14) hours or more from the time of commencing work shall be entitled to absent himself for work until he has had ten (10) consecutive hours off duty.
- (iv) Should the ten (10) hours or any part thereof coincide with the employees ordinary hours of work he shall be paid as if he had been at work for the balance of the ten (10) hours.
- (v) Should an employee elect not to take the full ten (10) hours break the Company shall suffer no penalty and the employee shall only be paid at the ordinary time rate.

4.8 Wage Rates

	Basic	Certified	Advanced
Vehicle Class 1.	433.00	440.70	-
Vehicle class 2.	437.10	444.80	-
Vehicle class 3.	443.80	451.50	-
Vehicle class 4.	465.80	473.50	481.20
Vehicle class 5.	470.89	478.30	486.29

- (i) For every two (2) tonnes or part thereof added to the defined standard aggregate mass of any of the above classes of vehicles, an additional all purpose margin of \$7.90 per week shall be paid.
- (ii) All allowances provided under the award, with the exception of, afternoon shift allowance are fully compensated for by the payment to all Employees of \$15.00 per week all purpose allowance, which is incorporated into the wage rates listed above.

4.9 Training

- (i) 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.
- (ii) Employees who consistently fail to co-operate with either the training officer and/or the driver trainer or disregard any reasonable requests or instructions of either may be regraded or terminated at the discretion of the Company.

4.10 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, with the Company meeting the medical expenses.
- (ii) Current Employees will be required to undertake medical examinations by a qualified and practicing medical practitioner at the Company's request and expense from time to time as required.
- (iii) The results of such examinations will be made available to the Company by the employee, with the consent of the employee.
- (iv) Persons considered unfit for work, within their classification, may be reclassified to other duties, provided alternate duties are available.
- (v) The results of all medical examinations made available to the Company are to be treated with strict confidence by the Company.

4.11 Casual Employees

- (i) Casuals shall be paid an hourly rate for the appropriate classification contained in clause 4.8 plus fifteen (15) percent of such rate.
- (ii) Irrespective of hours worked casuals will be paid a minimum of four (4) hours.
- (iii) Casuals may be employed on any day provided that full time employees are not available for work.

4.12 Accident Fund

An amount of \$10.00 per week per employee will be provided by the Company towards an accident fund. The fund will operate on a financial year basis. The Company will be reimbursed from this fund in respect of any monies deductible under an insurance claim for any heavy vehicle accident. At the expiration of the financial year all monies remaining in the fund will be distributed amongst the current employees. The proportioning of the funds will be based on the number of ordinary hour working days worked by each employee. Notwithstanding the foregoing, employees must have a minimum of three months continuous service to qualify for the fund.

4.13 Grievances and Dispute Procedure

To achieve the satisfactory resolution of industrial disputes, without loss of wages or production, the following procedure will be adhered to by all parties.

- (i) An employee who has a grievance should take the matter up with the immediate supervisor. If they so desire they may have another person of their choice present.
- (ii) If the employee is dissatisfied with the supervisor's decision they should ask that the matter be taken by the supervisor to the Transport Manager, and this is to be done as promptly as circumstances permit.
- (iii) If the Employee is dissatisfied with the Transport Manager's decision the Employee shall ask that the matter be taken up with the General Manager as promptly as circumstances permit and that a conference be arranged.
- (iv) Whilst these procedures are being followed promptly, and the status quo remains, work will continue normally without bans or limitations.
- (v) An employee can have a representative of the Transport Workers' Union present during the grievance and dispute procedure.
- (vi) If the matter is not resolved within (iii) above the matter shall be referred to the Industrial Commission of New South Wales.
- (vii) Nothing in the procedure limits any of the parties rights that apply under the Industrial Relations Act 1991.

4.14 Duress

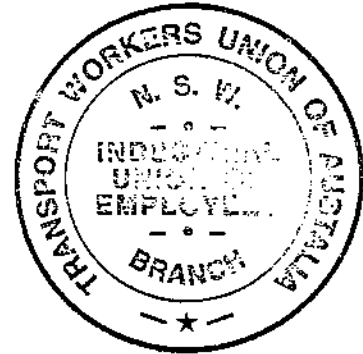
The parties to this agreement agree that an agreement has been reached through consultation and consensus, without duress by any party.

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

Stephen Hutchins
Secretary - Treasurer



In the presence of:

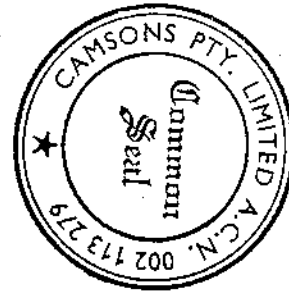
G. Bank

Signed for and on behalf of
CAMSONS PTY. LIMITED:

C. Sultana

C. Sultana

JOSEPH GEORGE SULTANA



In the presence of:

Jay Stanning