

ENTERPRISE AGREEMENT

NO: E.A. 184 /1995

DATE REGISTERED: 9-6-95

PRICE: \$ 10-00

Stevenson Transport Pty Ltd

ACN 006 271 352

72 - 74 Ordish Road, (Locked Bag 1409) Dandenong South. 3164. ● Phone: (03) 706 5655 Fax: (03) 794 5023

STEVENSON TRANSPORT PTY LTD

N.S.W. ARTICULATED BULK TANKER OPERATION

- A: Transport Industry (Interim State) Award
B: Transport Industry (State) Wages Award

AGREEMENT NO. 1

DATE 5/09/1994

1. Arrangement

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2. Application

Except for terms and conditions contained in this agreement, the provisions of the above awards shall apply:-

This agreement and its accruing entitlements shall apply for eighteen months from the date of registration.....,1995.

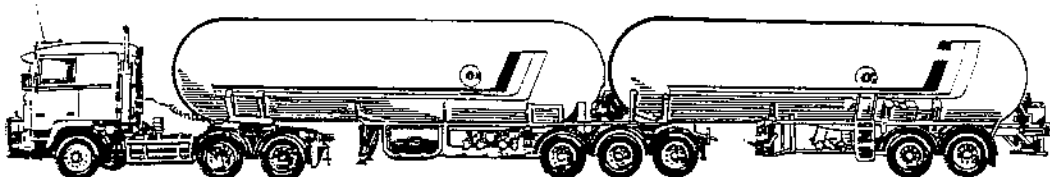
3. Title

This agreement shall be known as the Transport Workers/Stevenson Transport Pty. Ltd. (N.S.W. Division) Articulated Bulk Tanker Agreement 1995 No. 1.

4. Parties Bound

This agreement shall be binding on the Transport Workers Union of Australia, its officers and its members and on STEVENSON TRANSPORT PTY. LTD. in respect of all employees being truck drivers/operators in their Sydney Depot, 10 Rayben Street, Glendenning NSW 2761, whether members of the respondent Union or not engaged on their Articulated Bulk L.P. Gas and Bitumen operations.

NEW SOUTH WALES
10 RAYBEN STREET,
GLEN DENNING, 2761
PHONE: (02) 832 1085
FAX: (02) 832 1087
QUEENSLAND
31 TIL E STREET,
WACOL, 4076
PHONE: (07) 271 1336
FAX: (07) 271 1081



SOUTH AUSTRALIA
9 - 10 ACORN ROAD
DRY CREEK, 5092
PHONE: (08) 349 6677
FAX: (08) 349 4877
TRAY TRUCK DIVISION
HEATANE GARDENS
SOUTH GIPPSLAND HWY
DANDENONG, 31
PHONE: (03) 791 25

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5. Hours of Work

Maximum hours of work on the relative content to ordinary time in this agreement shall be 38 hours per week, Monday to Sunday, from midnight to midnight. If employees wish to work more hours then the rate of pay remains the same.

6. Rates of Pay

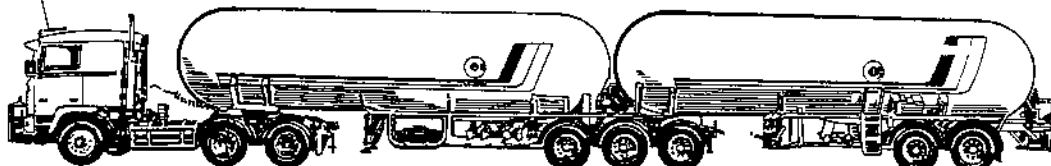
- | | | | |
|---|------------------|---|---|
| (a) Base rate per week \$551.76 | \$14.52 per hour | | |
| (Average Award Rate per week \$512.62 = per hour \$13.49) | | | |
| (b) Operating articulated vehicle up to 43 tonnes GCM (Grade 6) including all allowances and penalties normally associated with the operation of such a vehicle over 24 hrs of any day of the year. | \$19.16 | " | " |
| (c) Additional skill allowance for operating double articulated vehicle (Grade 8) (B-Double/Road-Train)
\$0.87 per hour = total rate | \$20.03 | " | " |
| (d) Annual Leave @ \$14.52 plus 25 % loading. | \$18.15 | " | " |
| (e) Casual Drivers (Grade 6) | \$19.16 | " | " |
| Casual Drivers (Grade 8)
- inclusive of all penalties, allowances, and one twelvth annual leave for work at any time. | \$20.03 | " | " |
| (f) All overtime and shift work is at the same rate. | | | |

Standard trip time agreements can be made in writing with the complete group in each Depot.

Where there is written agreement between the employer and all employees in the Depot a fixed allowance may be paid to cover loading, unloading and waiting times.

7. Allowances

Meal allowance of \$8.10 will be paid after 10 hours local work. For Long Distance Work, overnight allowance of \$17.40 will be paid for each twenty-four hour period away from home. No other allowances, fees, additional amounts, loadings and penalties apply unless specified in this agreement.



8. Exclusions

Provisions relating to Highest Function, Mixed Functions (or any similar or related provision), Starting Times (or any similar or related provision) and Hours of Work (or any similar or related provisions), contained in the awards shall not apply under this agreement.

9. Employer/Employee Relations

Employees must perform normal duties as instructed by the Company.

A roster system can be created.

A committee with two elected spokesmen representing the employees shall deal with and present grievances to the employer as well as act as "Quality Assurance" committee. A further two employees will be sourced for Quality Assurance Committee Meetings.

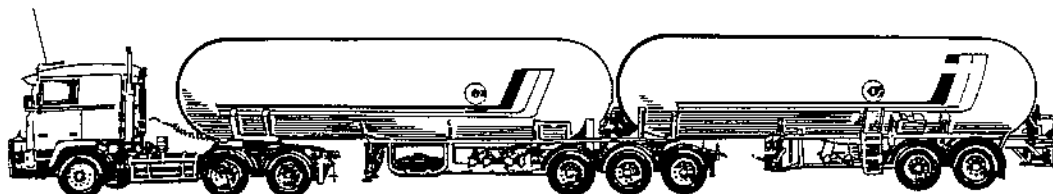
Employees will co-operate with the implementation of new technology, including on board computers and other such equipment.

Employees will co-operate, and participate with Company Training Programs.

10. Settlement of Disputes and Grievances

Subject to the Industrial Relations Act 1988 as operative from time to time, any dispute or claim arising from this Agreement shall be dealt within the undermentioned manner.

- (i) The matter shall first be discussed by the aggrieved employee with their supervisor.
- (ii) If not settled, the matter shall be discussed between the accredited Union representative and the Personnel Officer or other appropriate officer of the employer.
- (iii) If not settled, the matter shall be further discussed between the Branch Secretary or other appropriate official of the Union and the appropriate representative of the employer.
- (iv) If agreement has not been reached, the matter shall then be discussed between a representative of the employer and the Federal Branch of the Union.



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- (v) If the matter is still not settled, it shall be submitted to a member of the N.S.W. Industrial Relations Commission, whose decision shall, subject to any appeal in accordance with the Act, be final and shall be accepted by the parties.
- (vi) Until the matter is determined, work shall continue as instructed by the employer. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.
- (vii) Where a bona fide safety issue is involved, the employer and the appropriate safety authority must be notified concurrently or at least a bona fide attempt made to so notify that authority.

11. Employment

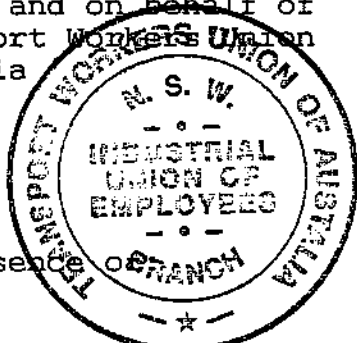
The Company can terminate employment of drivers as per the Company Policy which is to be developed in conjunction with the drivers.

Persons considered unfit for work by the regular medical examinations shall be re-classified to other duties if available, terminated or retired.

12. Signatories to Agreement

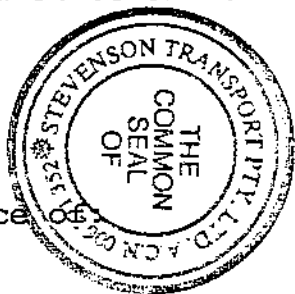
Each party is signing this agreement by acknowledging that they have not been placed under any duress to do so and as a free expression of their wishes.

Signed for and on behalf of
the Transport Workers Union
of Australia



In the presence of

Signed for and on behalf of



In the presence of

Signature.....

Title.....

Signature.....

Signature.....

Title.....

Signature.....

Ref: WT/lpo/055/95

