

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/8

TITLE: Compass Transport Services Pty Ltd Enterprise Agreement 1997

I.R.C. NO: 97/4373

DATE APPROVED/COMMENCEMENT: 5 December 1997 and commenced from the first full pay period after 5 December 1997

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Full time drivers covered by the Transport Industry Interim (State) Award

PARTIES: Compass Transport Services Pty Ltd -&- Geoffrey Broomhead, Alan Hayes and Mark Eastham



ENTERPRISE AGREEMENT.

An Agreement made on 1 December 1997 between Compass Transport Services Pty. Ltd., and its Employees.



1. TITLE OF AGREEMENT.

This Agreement shall be known as the Compass Transport Services Pty. Ltd. Enterprise Agreement, 1997.

2. PARTIES TO THE AGREEMENT.

This Enterprise Agreement is made in accordance with the provisions of Part 2 of the Industrial Relations Act 1996. The parties to the Agreement are Compass Transport Services Pty. Ltd. (the Company), and individual persons employed by the Company.

3. OBJECTIVES OF AGREEMENT.

The objectives of this Agreement are: -

- To enable the Company to provide a high standard of service efficiently and profitably;
- To enable Drivers to work productively, flexibly and safely within their full range of training, skills and experience; and,
- To allow Drivers to enjoy remuneration and other conditions of employment provided by this Agreement.

4. SCOPE OF AGREEMENT.

The Agreement provides coverage and conditions of employment for full time employees of Compass Transport Services Pty Ltd who are classified as "Driver".

This Agreement shall not operate to provide a net detriment to a Driver who is a party.

Conditions of employment for Drivers covered by this Agreement shall be those contained in the Transport Industry (State) Award 1996, except where this Agreement provides otherwise.

The Transport Industry (State) Award 1996 is the parent award, and provides the safety net, for purposes of the operation of is Agreement.

5. TERM.

This Agreement takes effect from the beginning of the first full pay period after the date of registration. It shall remain in force for a period of three years from that date of effect.

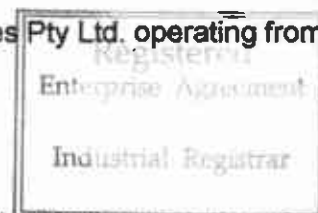
6. CIRCULATION OF AGREEMENT.

Copies of this Agreement will be made available to all Drivers.

The Company shall provide a copy of the Agreement to any person it proposes to employ under the Agreement's conditions as a Driver.

7. THE ENTERPRISE.

The enterprise covered by this Agreement is Compass Transport Services Pty Ltd. operating from its depot located at 5 Greenhills Avenue, MOOREBANK NSW 2170.



8. AGREEMENT VOLUNTARY.

The parties have entered into this Agreement freely and without duress. Any further variation of this Agreement shall be voluntary, in accordance with provisions of the Industrial Relations Act 1966.

9. STATUTORY COMPLIANCE.

This Agreement does not breach the requirements of any other statute, including those of Chapter 2, Part 2 (Enterprise Agreements) of the Industrial Relations Act 1966, or of the Anti Discrimination Act 1977.

10. VARIATION OF THE AGREEMENT.

This Agreement may be varied at any time, in a manner consistent with the intentions of the parties in this Agreement.

11. WAGES.

Weekly wages for Drivers are set out in the following Table.

THE TABLE

CLASSIFICATION	WAGE PER WEEK
DRIVER	\$600

The wage rate shown in the Table are based on wage rates set out in Part B, Table 1 of the Transport Industry (State) Award 1996 for the classification of Transport Worker Grade 3.

The wage rate in the Table incorporates conditions to which a Driver would otherwise be entitled under the Transport Industry (State) Award 1996. These conditions are: -

- All allowances specified in Part B, Table 7;
- Annual leave loading provided in clause 17.2; and,
- Payment of one hour of overtime per weekday worked.

The wage rate in the Table shall be reviewed annually when the Sydney Consumer Price Index Series for the March quarter for year in question is available. The wage rate will be adjusted in line with the percentage increase in the index between the previous and current March quarters.

The wage rate will not be reduced if the index decreases from one March quarter to the next.

Adjustments will take effect from the beginning of the first full pay period after 30 June each year.

12. HOURS.

Ordinary hours of work for Drivers covered by this Agreement are 38 per week, or 7.6 per day, Monday to Friday.

Ordinary hours may be worked at any time between 12.00am Monday and 11.59pm Friday.

13. OVERTIME.

Overtime in excess of one hour may be required to complete all work for any given week day. If so, payment shall be calculated using the then current wage rate for a Transport Worker Grade 3, set out in Part B, Table 1 of the Transport Industry (State) Award 1996.

This additional overtime shall be paid at the following rates.

- Time and a half for the first hour
- Double time for all time worked after the first hour.

Each day stands alone for calculating overtime.



14. ANNUAL LEAVE.

Drivers are entitled to four weeks annual leave for each completed year of service. This leave is subject to the following conditions.

- Annual leave granted shall be paid at the wage rate in the Table in Clause 11.
- Leave may be taken in one or two periods, in a manner agreed between the Company and the Driver.
- A Driver may take up to five days annual leave in a year as single days to deal with personal, carer's or family responsibilities. In these cases prior Agreement of the Company is required.

15. CASUAL DRIVERS.

The Company undertakes not to employ Casual Drivers in lieu of full time Drivers.

Any casual Drivers engaged will be employed under conditions of the Transport Industry (State) Award 1996.

16. SICK LEAVE.

A Driver who is absent from work because of personal illness or injury may be granted sick leave without any deduction of pay. Conditions for accruing and granting sick leave are set out in clause 19 of the Transport Industry (State) Award 1996.

Sick leave granted shall be paid at the wage rate in the Table in Clause 11.

If a Driver accumulates a credit of more than fifteen days sick leave, all or part of that credit in excess of fifteen days may be cashed in at the Driver's request.

Leave cashed out in this way is paid out at the rate of 50% of its monetary value.

Drivers may use current or accrued sick leave to care for persons with whom they are in close relationship. Conditions for the granting of leave in these circumstances are set out in clause 20 of the Transport Industry (State) Award 1996.

17. DUTIES OF DRIVERS.

Drivers may be required to carry out associated work that is: -

- Consistent with the classification of Transport Worker Grade 3 in the Transport Industry (State) Award 1996,
- Within the Driver's skill, competence and training.

Drivers are responsible for ensuring vehicles operated by the Company are: -

- Kept in a clean and presentable condition inside and out.
- Serviced and maintained in a proper manner.

Company vehicles shall be washed, and made available for inspection by the Company, at least once each week.

18. RESOLVING WORK ISSUES.

The Company and Drivers covered by this Agreement are committed to consulting regularly on work related matters, and to resolving work issues which arise, quickly and amicably.

This includes any issues arising from the operation or application of this Agreement.

The following principles will be followed when the Company and Drivers are dealing work related matters.

- Company management will make itself available to deal with matters quickly, and as close to source as possible.
- Any discussions required will be arranged to reduce disruption to services to an absolute minimum.
- Senior Management of the Company may be involved in the matter to assist achieving resolution.
- Unresolved matters will be referred to the Industrial Commission of New South Wales.
- Normal working shall continue at all times.

No Driver shall be required to work under unsafe conditions, or in an unsafe location.

The parties agree that they will not pursue any extra claims against each other during the term of this Agreement.

Dated this 1st day of December, 1997

Signed by



Compass Transport Services Pty. Ltd.

Signature



Name

PETER J SHANDON



Common Seal of Company

Witness

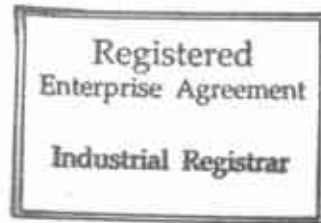


Signed by Drivers

Signature:



Name: Geoffrey Broomhead



Signature:



Name: Alan Hayes

Signature:



Name: Mark Eastham

