

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/118

TITLE: Bettergrow Pty Ltd Enterprise Agreement 2001

I.R.C. NO: 2002/356

DATE APPROVED/COMMENCEMENT: 14 February 2002

TERM: 14 February 2005

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed as truck drivers at the company's Vineyard depot.

PARTIES: Bettergrow Pty Ltd -&- Bradley Brown, David Burns, Gregory Clenton, Darren Fuller, Graham Melville, Peter Millington, Ron Shaw, Peter Small



1. Name

This Agreement shall be known as the **Bettergrow Pty Ltd Enterprise Agreement 2001**.

2. Parties, Incidence and Duration

This agreement is made between Bettergrow Pty Ltd (the Company) and employees engaged by the company as truck drivers.

The agreement will partially regulate the terms and conditions contained within the Transport Industry - Mixed Enterprises Interim (State) Award (hereinafter called "the award"). Where there is discrepancy between the provisions of this agreement and those of the Award, this agreement will prevail. Where this agreement is silent, the Award will apply.

This agreement shall operate from the date of approval for a period of three years with group discussions held end of January each year.

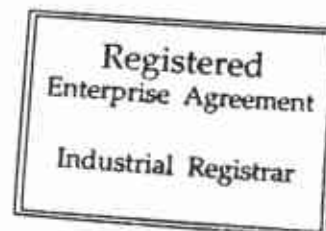
3. Duress

The parties acknowledge that this agreement has been achieved through consultation and decided upon by secret ballot of the employees present without duress by any party.

4. Rate of Pay

Two classifications will apply:

- (i) Local Drivers
- (ii) Long Distance Drivers



A long distance driver is one engaged on long distance work as defined in the award.

- (i) Local Drivers

Ordinary hourly rate (1 st 38 hours)	\$15.39
Overtime rate (time in excess of 38 hours)	\$23.08

- (ii) Long Distance Drivers shall be paid a set rate for work completed. The appropriate rate of pay is detailed in Schedule 1 of this agreement.

5. Washing of Vehicle

It is the responsibility of all drivers to ensure that their vehicles are washed at least weekly.

Local Drivers will be paid the equivalent of one and a half hours per week at the ordinary local driver rate of pay to compensate for time taken to wash vehicles.

Long Distance Drivers will be paid the amount specified in Schedule I to compensate for time taken to wash vehicles.

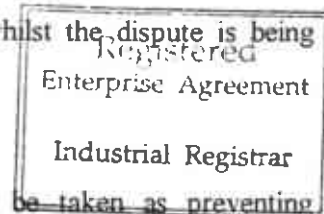
Soap/detergent will be supplied by the company for the purpose of washing trucks.

6. Dispute Resolution Procedure

It is the intention of all parties to work together cooperatively to overcome any issue which may arise in the workplace and which may be the subject of dispute.

In the event that a dispute/difficulty arises the following procedures are to be followed.

- (i) The difficulty /workplace issue is to be reported to the company operation's staff by the employee/s. The matter will then be investigated by operation's staff who, in consultation with the affected employees, will attempt to resolve the issue in the first instance.
- (ii) In the event of failure to resolve the dispute at this level the matter shall be the subject of discussions between affected employees and/or their representative and the General Manager.
- (iii) In attempting to resolve the matter in dispute both parties agree to act in good faith with due regard to the ongoing financial viability of the company.
- (iv) Work is to continue without interruption whilst the dispute is being resolved.



Nothing in steps (i) to (iii) above is to be taken as preventing employees who are members of the Transport Workers Union of Australia accessing the Disputes Procedure contained within the award.

7. Anti Discrimination

Parties to this agreement are committed to and bound by the Anti Discrimination provisions contained within the award.

8. Annual Leave

As per the Annual Holidays Act, all employees covered by this agreement shall be entitled to twenty (20) days annual leave each year where a day is defined as 7.6 hours.

An employee at the time of entering upon a period of annual leave in accordance with the Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of 17.5% of the ordinary local driver rate of pay for the number of days taken.

For Long Distance Drivers, payment for Annual Leave taken shall be calculated using the ordinary hourly rate of pay for Local Drivers plus the loading referred to above, as detailed in the following formula:

Where

$(20 \times 7.6 \text{ hours}) = 152 \text{ hours}$... maximum yearly entitlement (1)

payment =

$(\text{days taken} \times 7.6) \times (15.39 \times 1.175)$

9. Lunch Break

Drivers shall be entitled to one thirty minute unpaid lunch break each day. The time taken for lunch breaks has been incorporated into the calculation of the schedule of rates outlined in Schedule 1 for Long Distance Drivers.



Ex 1.

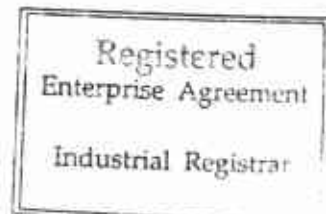
**ENTERPRISE AGREEMENT
2002-2005**

LONG DISTANCE SINGLE TRAILER

- 001 - Empty to Tumberumba & loaded to base \$290
- 002 - Loaded to Tumut then Tumberumba & loaded to base \$345
- 003 - Empty to Stroud woodchip & return loaded to customer or base \$140
- 004 - Cowra shavings & return to customer or base \$170
- 005 - Loaded to Oberon then to Cowra & return loaded to customer or base \$220
- 006 - Loaded to Oberon & return loaded to Spraygrass \$160
- 007 - Empty to Oberon & return loaded to Spraygrass or base \$120
- 008 - Deliveries to Wilberforce from Penrith \$60
- 009 - Empty to Tumut & return loaded to customer or base \$250
- 010 - Loaded to Tumut & return loaded to customer or base \$300
- 011 - Empty to Moss Vale & load/unload Tumut reload Tumut for customer or base \$300
- 012 - To Lucas Heights & return loaded to base \$90
- 013 - Brooks Tyres repairs \$30
- 014 - Gilbert & Roach repairs \$50
- 015 - Wash complete unit \$65
- 022 - other \$21 p/hr

B-DOUBLE

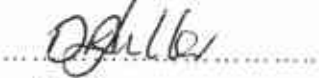
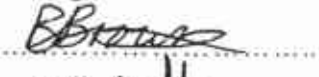
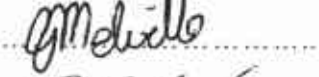





- 013 - Brooks Tyres repairs \$30
- 014 - Gilbert & Roach repairs \$50
- 016 - Wash B-double \$80
- 017 - Loaded to Tumut unload/reload Tumut for customer or base \$365
- 018 - Empty to Moss Vale loaded to Tumut unload & return loaded to customer or base \$365
- 019 - Empty to Tumberumba & return loaded to base \$340
- 020 - Loaded to Tumut unload then reload Tumberumba to customer or base \$395
- 021 - Empty to Tumut & return loaded to base \$300
- 022 - other \$21 p/hr



~~15-39~~
~~23-08~~

Signature Page

1. Employee Parties to this agreement.

Name	Signature	Date
Darren Fuller		1.12.01
Bradley Brown		5.12.01
Graham Melville		5.12.01
Gregory Clenton		5.12.01
Peter Millington		5.12.01
Peter Small		5.12.01
David Burns		1.12.01
Ron Shaw		1.12.01

2. Company Party

On behalf of BetterGrow Pty. Ltd.





Paul Schembri

5.12.01

Date



Witness

5-12-01

Date

Print name: CRAIG HOGARTH