

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/294

TITLE: Camson Pty Ltd Enterprise Agreement 1999

I.R.C. NO: 2000/1676

DATE APPROVED/COMMENCEMENT: 6 October 2000 & 13 September 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA96/406

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees with the classifications of Transport Workers Grade 2 and Grade 3 (B-Double) working from depots located at 26-28 Eddie Street Minchinbury and RMB 1215 Peats Ridge Road, Calga

PARTIES: Camsons Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



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ENTERPRISE AGREEMENT

1. Parties to the Agreement

This Enterprise Agreement is made between Camsons Pty Ltd ACN 002 113 279 ("The Company") and the Transport Workers' Union of Australia (New South Wales Branch) ("The Union") and shall be known as Camsons Pty Ltd Enterprise Agreement 1999.

2. 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 will prevail.

3. Incidence and Duration

- 3.1 This agreement shall partially vary the terms and conditions of the Transport Industry - Quarried Materials (State) Award as varied during the period of this agreement and thereafter until this agreement is varied or rescinded. This agreement shall further rescind in full the **Camsons Pty Ltd (Transport Workers) Enterprise Agreement** in IRC 6206 of 1996.
- 3.2 This agreement shall apply to all employees with the classifications of Transport Workers Grade 2 and Grade 3 (B-Double) working from depots located at 26-28 Eddie Street, Minchinbury and RMB 1215 Peats Ridge Road, Calga or a new depot if relocation occurs.
- 3.3 The agreement shall operate from the Thirteenth day of September 1999 and shall remain in force for a nominal period of twenty four (24) months unless varied or terminated earlier by the provisions provided within the Industrial Relations Act, 1996.



4. Pursuance of extra claims

- (i) On 13 September 2000, the rates as set out in Table 1, Table 1H, Table 2H and Table 3, shall be increased by whichever is the greater of:
 - (a) A quantum of one and a half (1.5) percent.
 - or
 - (b) An amount that represents ten and one half percent (10.5%), above the award rate.
- (ii) It is agreed by all parties that, during the term of this agreement, the only additional compensation available will be that specified in 4 (i) (a) or 4 (i) (b).
- (iii) The formula, for the maintenance of item (b) of (i) of this clause, will be as follows: Approved adjustments to the "Transport Industry-Quarried Materials State Award" where these affect vehicle class, driver classification or weight increments, where appropriate. The percentage referred to in (b) of 4. will then be added on to the new figure. NB. For the first increase awarded To Class 5 Drivers add 4 increments.

5. Hours of Employment

- (i) The ordinary hours of work are eight (8) hours per day, exclusive of meal breaks, on any day Monday to Friday between the hours of 2.00 am and 7.00 pm. The rate of pay on "Table 1H Hourly Rates" will not apply to hours worked in excess of one hundred (100) hours averaged over two weeks Monday to Friday. Starting times will vary on a daily basis.
- (ii) If eight (8) hours of work in any shift (Monday – Friday) cannot be completed within the said spread of hours as set out in Clause 5 (i) above, an allowance equivalent to one hour's pay as set out on "Table 1H Hourly Rates" for the applicable classification for that shift shall be paid.

For every allowance paid within a two week cycle, the 100 hours accumulation of rate one in that cycle, shall be reduced by one hour for each allowance paid e.g., if three allowances are paid, the 100 hour ceiling shall be reduced in that two week cycle to 97 hours before rate two is paid to the employee. Once the two week cycle has ended, the process restarts.

- (iii) Where consistent with the Road Transport (Safety and Traffic Management) Act 1999, all employees must make themselves available for work for a minimum of eight (8) hours per day (Monday – Friday) regardless of whether they have accumulated one hundred (100) hours averaged over a two (2) week period or not.



However, if agreement is reached between the employer and employee, subsequent days after the accumulation of one hundred (100) hours Monday to Friday, need not be worked. Employees will not be required to make themselves available for work where doing so would cause them to breach the Road Transport (Safety and Traffic Management) Act 1999.

- (iii) When work loads demand, drivers will make themselves available for a minimum of ninety five (95) hours over a two (2) week period, Monday to Friday.
- (iv) When an employee is required to change from afternoon to morning shift he/she should receive notification prior to the end of their previous shift. When this notification is not given, the employee will receive the entitlement of an allowance equivalent to one hours pay as set out in Table 1H: Hourly Rates, for the applicable classification.

6. Starting Place

At the start of their employment, employees will be notified at which of the company depots mentioned in Clause 3 they will be based.

This depot shall be the starting place of employment for an employee unless otherwise agreed to between the Company and that employee.

7. Rostered Days Off

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

During the times of business downturn or vehicle breakdown/repairs, employees may take accumulated rostered days off provided one of the following applies:

- (a) 48 hours notice is given by either party; OR
 - (b) The employee agrees to a request by the company where less than 48 hours notice is given and no casuals are to be employed on that shift; OR
 - (c) The employer agrees to a shorter notice period at the request of the employee.
- (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 ten (10) accrued rostered days off. Such payments of accumulated rostered days off shall be paid at the rate set out on "Table 1H Hourly Rates".



- (iii) At the end of each calendar year being 1 January to 31 December, an additional three (3) rostered days off will be accrued for each permanent employee into the RDO bank provided that employee has served twelve (12) months employment with the company. If the employee has served less than twelve (12) months then the RDO's will be credited on a pro-rata basis.

8. Sick Leave

Sick leave conditions are to be consistent with "The Transport Industry - Quarried Materials (State) Award" with the following exceptions:

- (a) Any day not worked for which an employee is rostered to work, will be paid at the applicable rate and credited seven point six (7.6) hours pay only.
- (b) Employees shall be entitled to a maximum number of five (5) sick days per year. Sick leave accumulates from year to year.
- (c) Provided that a minimum of five (5) sick days is maintained, an employee, who takes one (1) day sick leave or less per year, shall be entitled to cash in the balance of sick days, on or after their anniversary, at the rate of half the normal amount payable for sick leave as detailed in 8 (a). When more than one (1) sick day is taken in any one year, the balance of sick days not taken will accumulate and may be paid, at the discretion of the employee, at the end of the term of this EBA, at half the normal rate payable.
- (d) Employees upon termination (other than for misconduct) or resignation, shall be paid out, the balance of accrued sick leave at half the normal rate of pay. Only sick leave accrued from the date that this agreement is approved shall be counted.
- (e) Sick leave accrued prior to the approval of this agreement but after the 15th February 1993 may, at the discretion of the employee be cashed in at a rate of half the normal amount payable, on the first anniversary of the employment of that employee after the approval of this EBA.

9. Meal Breaks

Meals will be taken in accordance with Clause 18 in the Parent Award. However, where practicable, meal breaks are to be taken during stoppages, delays on loading and/or unloading or extended queues but not within four (4) hours of start time.

This shall apply to any and all days of the year.



10. Additional Hours

- (i) Hours in excess of 100 hours averaged over two (2) weeks Monday to Friday shall be paid on hours worked.
- (ii) Hours in excess of 100 hours averaged over two (2) weeks Monday to Friday shall be paid in accordance with "Table 2H Hourly Rates" of Pay with no agreed minimum payments.
- (iii) An employee who is required by the Company to work for a continuous period amounting to fourteen (14) hours, from the time of commencing work shall be entitled to absent himself/herself from work until he/she has ten (10) consecutive hours off duty.
- (iv) Should the ten (10) hour break or any part thereof coincide with the employee's next rostered ordinary hours of work the employee shall be paid as if he/she had been in attendance.
- (v) Should an employee choose to report for work without taking the full ten (10) hours break (and where this attendance at work does not contravene the requirements of the Road Transport (Safety and Traffic Management) Act 1999) the employee shall be paid at the ordinary time rate. No worker shall be permitted to commence work where this would contravene the requirements of the aforementioned Act.

11. Rates of Pay

TABLE A CURRENT AWARD RATES (TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
1	\$458.00	\$465.70	NA
2	\$462.10	\$469.80	NA
3	\$468.80	\$476.50	NA
4	\$490.80	\$498.50	\$506.20
5	\$495.90	\$503.60	\$511.30
Transport Worker Grade 3			\$573.90

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TABLE 1 EBA RATE 1 WEEKLY RATES (TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
1	\$478.04	\$486.78	NA
2	\$482.60	\$490.96	NA
3	\$507.30	\$516.04	NA
4	\$558.98	\$567.34	\$575.85
5	\$588.68	\$597.04	\$613.00
Transport Worker Grade 3			\$636.21

TABLE 1H RATE 1: HOURLY RATES			
HOURLY RATES			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
1	\$12.58	\$12.81	NA
2	\$12.70	\$12.92	NA
3	\$13.35	\$13.58	NA
4	\$14.71	\$14.93	\$15.15
5	\$15.49	\$15.71	\$16.13
Transport Worker Grade 3			\$16.73

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- (i) The hourly rates set out in "Table 1H Hourly Rates" will be paid for the first one hundred hours of work performed Monday to Friday accumulated over a two (2) week period.
- (ii) All hours worked in excess of one hundred hours pursuant to Clause 11 (i) shall be paid the hourly rate as set out in Table 2H.
- (iii) All hours worked on weekends and public holidays shall be paid in accordance with the rate as set out on "Table 2H Hourly Rates".
- (iv) The hourly rates of pay as set out on "Table 1H Hourly Rates" and "Table 2H Hourly Rates", include an additional all purpose allowance for the cartage of additional tonnage as set out in Clause 2 (i) and Item No 1 of Table 2 – Other Rates of the Transport Industry – Quarried Materials (State) Award for Grade 3 drivers of "B-Doubles" up to 50 tonnes GCM for Grade 2 drivers. Employees, required to drive a "truck and dog" – 6 or 7 axle combination with a GCM of:
 - 48 tonnes, up to and including 52 tonnes, shall receive a \$5 per occasion allowance.
 - More than 52 tonnes, up to and including 54 tonnes, shall receive an additional \$2.00 per occasion allowance.
 - More than 54 tonnes, up to and including 56 tonnes, shall receive an additional \$2.00 per occasion allowance.

An employee, must drive this configuration, with the applicable tonnage for longer than two (2) hours, in any one shift to qualify for this allowance.

- (v) All allowances provided under the award rate are fully compensated for, by rates incorporated in Tables 1H and 2H Hourly Rates.

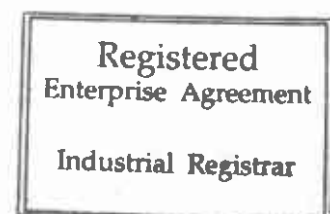


TABLE 2H (Rate 2: Hourly)			
ADDITIONAL HOURS			
(TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
1	\$22.01	\$22.41	NA
2	\$22.22	\$22.61	NA
3	\$23.36	\$23.76	NA
4	\$25.74	\$26.13	\$26.51
5	\$26.88	\$27.26	\$28.00
Transport Worker Grade 3			\$29.05

12. 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 have their employment terminated, at the discretion of the Company.
- (iii) All new employees shall be employed on a casual basis for a probationary period which shall be for a maximum period of three (3) months. The length of the probationary period, shall be at the discretion of the Transport Manager. The Driver's Committee, may have input into the Transport Managers decision, should it be of a view that the probationary period needs review. This input should be raised at a scheduled monthly Drivers Committee Meeting.

During this period, probationary casual trainees will be paid in accordance with Table 3 Probationary Casual Trainee Rate.

Furthermore, it is agreed that the requirement to contribute to and the entitlements of the safety and productivity funds shall not apply during the period of probation.

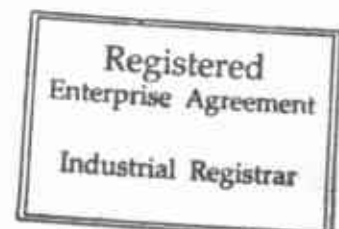


TABLE 3 PROBATIONARY CASUAL TRAINEE RATE		
Vehicle Class	Casual Rate 1	Casual Rate 2
1	\$14.74	\$24.71
2	\$15.14	\$25.39
3	\$15.35	\$25.74
4	\$16.05	\$26.91
5	\$16.48	\$27.64

13. 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. The company will use the results of this examination as part of assessing whether or not employment will be offered.
- (ii) Current employees will be required to undertake medical examinations by a qualified and practising medical practitioner at the company's request and expense from time to time.
- (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.



14. Casual Employees (Where not classified as Trainees)

- (i) Casual employees working on days other than weekends or public holidays shall be paid an hourly rate, for the appropriate classification contained in Clause 11 Table 1H, plus a twenty per cent (20%) loading, which is inclusive of the one twelfth (1/12) annual leave component required under the Annual Leave Act (NSW) 1944.
- (ii) Irrespective of hours worked casuals will be paid a minimum of four (4) hours.
- (iii) Casuals may be employed on any day provided they shall not usually number more than one third of the number of permanent employees, provided that one (1) additional casual employee may be employed, irrespective of the number of permanent employees engaged. During certain periods such as holiday periods or on weekends when there is a temporary shortage of permanent employees the percentage of casuals may exceed the one third ratio. However, where practical, and so as not to diminish permanent employee's overtime, preference will be given to the availability of full-time employees to perform the work.
- (iv) All casual employees who work on weekends and public holidays shall be paid in accordance with the rates as set out in Clause 11, Table 2H plus fifteen (15%) percent casual loading.
- (v) All work in excess of fifty (50) hours in one (1) week shall be paid in accordance with the rates as set out in Clause 11, Table 2H plus fifteen (15%) percent casual loading.

15. Safety Fund

- (a) An amount of \$4.50 per shift worked per employee will be provided by the Company towards the Safety Fund with the exception of employees working on "suitable duties" following a workers compensation claim.

While an employee is working on "suitable duties", the Safety Fund payment of \$4.50 will be provided by the company towards the Safety Fund only if the employee is required to drive for more than four (4) hours in any one shift.

- (b) The Company will be reimbursed from this fund in respect of any incidence of accident or damage to a company vehicle up to \$1000.00 or the value of the excess as long as the incident involves a person or persons covered by this agreement.

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On the first regular pay day in November, March and July, any money remaining in the fund at the end of the preceding four month period (eg. the November payment will be for the four month period July–October) will be distributed among the current employees. The distribution of the funds will be proportional based on the number of shifts worked by each employee. However, employees must have a minimum of three (3) months continuous service to qualify for the fund. Overloading fines incurred by drivers where weighbridges or other suitable weighing devices are available shall be paid for from the accident fund with the exception of circumstances where the company believes the overloading infringement was out of the driver's control.

- (c) A bonus will be deposited into the Safety Fund, on the dates listed above provided that all claims and associated expenses relating to workers compensation that are incurred as a total by either the employer or the insurer in the preceding four calendar months, do not exceed one thousand dollars (\$1000.00) during that set four-month period.

There is a compounding factor, one thousand dollars (\$1000.00) for the first four month period, one thousand five hundred dollars (\$1500.00) for the second four month period and then two thousand dollars (\$2000.00) for each subsequent four (4) month period, providing that any workers compensation payments, do not exceed one thousand dollars (\$1000.00) in any period. Once a claim in excess of one thousand dollars occurs, then the bonus would revert back to nil and the process will start again.

Payments made to the individual employees under this scheme will be calculated by using the number of shifts worked during that four (4) month period by that individual employee.

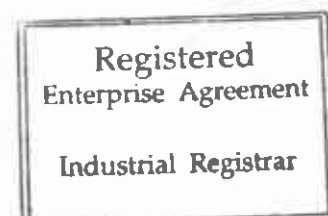
When the claims and associated expenses referred to in (c) of this clause exceed one thousand dollars then any excess payable will be deducted from the fund referred to in paragraph (a) of this clause.

- (d) Any driver who causes a claim to be made against item (b) of the Safety Fund, will not share in the benefits/proceeds from the fund, for that four month period.

16. Grievances & Dispute Procedure

To achieve the satisfactory resolution of industrial disputes, without loss of wages or production, all parties will adhere to the following procedure:

- (i) An employee who has a grievance should take the matter up with his/her 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) While these procedures are being followed promptly, work will continue as per the employer's directions without bans or limitations.
- (v) An employee can have a representative of the Transport Workers' Union, or a person of their choice, present at any stage, during the grievance and dispute procedure.
- (vi) If the matter is not resolved within (iii) above the matter shall be referred to the Industrial Relations Commission of New South Wales.
- (vii) Nothing in the procedure limits any of the parties' rights that apply under the Industrial Relations Act 1996.

17. Duress

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

18. Long Distance Work – Facilitative Provisions

The employer and employee may, if they so wish, negotiate a "total number of hours" which will refer to the total time allocated for driving work on round trips in excess of 200 road kilometres in distance. The agreement reached between the employer, employee and yard delegate must be in writing and is attached to the time and wages record. All such agreements reached will be paid at the applicable rates as outlined in "Tables 1H and 2H Hourly Rates". The time taken in performing the work will be calculated as per Clause 11, sub-clause (ii).

19. Productivity Gain/Bonus

- (i) An amount of fifty cents (50c) per hour worked (not including annual leave, public holidays, sick leave and workers' compensation, but including weekends and public holidays worked) per employee will be provided by the company with a view to increasing the productivity and efficiency of the organisation.



Productivity Criteria Requirements.

Paper Work:

- All information must be correctly completed on relevant dockets and associated paperwork with due reference to "Docket Productivity Allowance" table.
- Return paperwork to the office at the end of the shift where possible, or within 24 hours, or as directed.
- Follow procedures and complete appropriate documentation regarding maintenance as may vary from time to time (i.e.) prestart and fault books etc.
- Enter information into electronic equipment
- Maintain stocks of all necessary documents in vehicle

Personal Presentation/Safety

- Uniform: worn clean and tidy
- Clean shaven or beards to be neatly trimmed
- Customer feed back
- All safety clothing and personal protection equipment to be worn where appropriate

Product:

- Loading correct material
- Unloading in correct bin, hopper or stockpile
- No contamination of loads

Other

- Drivers to ensure that truck fuel levels are always maintained
- Adherence to the Camsons Drivers Manual and Company Policy
- Drivers are responsible to ensure that vehicles are at all times kept clean and presentable.

Attendance:

- Punctuality
- Giving minimum of 48 hours notice of day off excepting sick leave
- Giving minimum of two (2) weeks notice for longer periods

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It should be noted that the operation of this clause should not be limited to the above criteria. However, additional items will be discussed and approved by the Committee.

Trip, idle and shut down times are to be monitored via electronic and/or other equipment, and a suitable average is expected to be maintained.

Payment of Productivity / Gain bonus:

Payment of the Productivity Bonus will be paid on a weekly basis, and the employee's pay will be adjusted, if necessary, in the first pay period immediately following the end of the month. The productivity criteria will be checked regularly to ensure adherence. Employees who breach the "Productivity Criteria Requirements" (ie having reached a total of five points on the docket productivity allowance table) will incur a four dollar (\$4.00) Productivity deduction for that shift.

NB. When Productivity Payments involving the "Docket Productivity Allowance" table are being calculated the total of points for each employee will be regularly updated and will be reconciled at the end of the aforementioned monthly period. Surplus points are to be cleared out at the end of month.

An employee can forfeit fifty cents per hour (50c) up to a maximum of one (1) four dollar (\$4.00) deduction per shift (NB. if less than eight hours are worked in a shift, the maximum amount that can be deducted is reduced such that the maximum deduction allowable equals hours worked x 50 cents). This shall be forfeited from monies accumulated from the weekly total of payments to that employee.

Non conformances relating to the Productivity Scheme are to be calculated during the monthly period that they are identified.

20. Site Allowance Exclusion

- (a) Where a particular job site has certain allowances/awards, peculiar to that job site, employees if placed at a disadvantage by this EBA to those allowances/awards while working on these sites, will have their 100 hour requirement reduced by one (1) hour per shift worked. This will apply provided they spend a minimum of two (2) hours during that shift on that site.

21. Committee

The Committee will consist of:

- Three (3) driver representative from Minchinbury site
- One (1) driver representative from the Calga site
- Four (4) management representatives



Incidence of meetings:

- (a) Up to twelve (12) Committee meetings per year.
- (b) When full Drivers or Committee meetings are called by the Company, drivers are to be paid for a maximum of three (3) hours and committee members for a maximum of two (2) hours respectively for these meetings.
- (c) Committee Members to call a maximum of four (4) Drivers Meetings per year and to work with the company to minimise disruption to customers.

22. Superannuation

It has been agreed between all parties, that employees covered under this EBA, will have their SGL Payments paid exclusively into the "T W U Superannuation Fund".

"DOCKET PRODUCTIVITY ALLOWANCE" TABLE

Points will be allocated as per the table below. Once the employee has reached a total of five (5) points the Productivity Deduction will be forfeited as set out in the clause "Payment of Productivity/Gain Bonus" in this section.

Docket Productivity Allowance

Docket No	Error	Scale	Date
123	no tonnage entered	4	x/x/xx
321	no date entered	2	x/x/xx
456	Dockets not cross referenced	1	x/x/xx
654	Customer name not entered	5	x/x/xx
789	Order number not entered	3	x/x/xx
xxx	Fleet number	1	x/x/xx
xxx	Incorrect material	5	x/x/xx
xxx	Job Number not entered	1	x/x/xx
xxx	Signature (where practical)	5	x/x/xx
xxx	Waiting time (not signed)	5	x/x/xx
xxx	Quarry docket number	3	x/x/xx

5 points = 1 Productivity Deduction.



Date:

Signatories to the agreement between the Transport Workers Union and Camsons Pty Ltd



.....
Tony Sheldon
State Secretary
Transport Workers Union



.....
Adrian Scott
Transport Manager
Camsons Pty Ltd

EBA CamsonsFinal(xxva) Ym

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