

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/119

**TITLE:** **Heggies Bulkhaul Limited Parramatta Rail Link Enterprise Agreement 2003**

**I.R.C. NO:** IRC4/1549

**DATE APPROVED/COMMENCEMENT:** Approved 15 April 2004/Commenced 21 April 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Heggies Bulkhaul Limited located at 255 Davies Road, Padstow NSW 2211, engaged by the company to provide work for the Parramatta Rail Link Project, who fall within the coverage of the Transport Industry (State) Award

**PARTIES:** Heggies Bulkhaul Ltd -&- the Transport Workers' Union of New South Wales

# HEGGIES BULKHAUL LIMITED - PARRAMATTA RAIL LINK ENTERPRISE AGREEMENT 2003

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HEGGIES BULKHAUL LIMITED – PARRAMATTA RAIL LINK ENTERPRISE AGREEMENT 2003

## PREAMBLE

This Agreement has been entered into for the purposes of setting the site allowances, wages and conditions that will apply to employees who are engaged by the Company to provide work for the Thiess - Epping to Chatswood Rail Link, known as the Parramatta Rail Link Project.

### **1. Title**

This agreement shall be known as the Heggies Bulkhaul Limited – Parramatta Rail Link Enterprise Agreement 2003.

It will supersede all previous agreements between the Company, the TWU and the employees engaged by the Company to provide work for the Parramatta Rail Link Project.

## **2. Objects**

- (a) The objects of this agreement are to set out the terms and conditions that will cover the work performed by the company under this Agreement.
- (b) To cover the wages and conditions that will apply to the employees engaged by the Company to provide work for the Parramatta Rail Link Project.
- (c) Provide both parties the framework to ensure that the project is completed by offering employees wages and conditions in excess of the award and also ensuring site productivity, safety and efficiency are maintained at all times.

## **3. Definitions and Interpretation**

- (a) "Award" means the Transport Industry ( State ) Award
- (b) "Blue Card" means a safety initiative for the transport and distribution industry, based upon the Transport and Distribution ("TDT 1997") nationally recognised level 1 training competency. Blue Card compels employees to familiarise themselves with, and follow, occupational health and safety procedures.
- (c) "Company" means Heggies Bulkhaul Limited.
- (d) "Employees" means all transport workers covered by the award.
- (e) "Lost Time Injuries" means the amount of time that is recorded as being lost as a result of an injury occurring to any one of the employees engaged by the Company to provide work for the Parramatta Rail Link Project.
- (f) "Parramatta Rail Link Project" means the project to build a rail link between Epping and Chatswood, which is being undertaken by Thiess.
- (g) "TWU" means the Transport Workers' Union of Australia, New South Wales Branch.
- (h) In this agreement:
  - (i) Words importing the singular shall include the plural; and
  - (ii) Words importing the masculine gender shall include the female gender.

## **4. Commencement and Duration of Agreement**

- (a) This Agreement shall commence on 21 April 2003 and will operate for a period of two (2) years from that time.
- (b) The parties agree to review the operation of the Agreement after one year and again within three months of expiry

## **5. Parties Bound and Operation**

This agreement shall apply to and be binding upon the TWU, the Company and the employees employed by the Company to provide work in relation to the Parramatta Rail Link.

## **6. Wages**

### **6.1 Wage Increases**

Except for the employees named in Appendix 1, the Company agrees to increase the rates of pay of the employees engaged by the Company to provide work for the Parramatta Rail Link Project, by:

- (a) 2 % from the 1 July 2003;
- (b) a further 3 % to apply from the 1 January 2004;
- (c) a further 2 % from the 1 July 2004; and
- (d) 3 % from the 1 January 2005.

All and any increases handed down by the Australian Industrial Relations Commission (AIRC) or the New South Wales Industrial Commission (NSWIRC ) are to be fully absorbed.

## 6.2 Site Allowance

- (a) The company will pay a site allowance of \$3.00 per hour for all hours worked on the site.
- (b) This allowance will not be paid on periods of absence, including, but not limited to, annual leave, sick leave, long service leave, rostered days off and personal leave.
- (c) This allowance will not be paid if an employee is not working on the Parramatta Rail Link Project.
- (d) The allowance will be shown separately on pay slips under the code "PRA".
- (e) Effective from the first full pay period after 1 July 2004 the rate of the allowance will increase to \$3.50 per hour.
- (f) All overtime hours will be recorded as "flat" hours and not extended.

## 7. Relationship to Transport Industry State Award

The basic terms and conditions of employment as detailed in the Transport Industry (State) Award shall continue to apply unless amended by this agreement. Should there be any inconsistency this agreement shall prevail.

## 8. Training

### 8.1 Blue Card, Chain of Responsibility and Induction's

The Company agrees to introduce the above in the work to be covered by this Agreement. The actual implementation will be done in conjunction with site management, the TWU and delegates.

### 8.2 Site Safety Committee

The company agrees to introduce a site safety committee as soon as the site employees numbers warrant.

## 9. Wet Weather and Site Availability

- (a) In the event that weather or site availability is affected through no fault of the employer and the employees, the Company will introduce a roster system whereby employees will be asked to take Rostered Days Off (RDOs) in the event that no other work can be found for those employees.
- (b) No employee will be required to take any more than three days in any one calendar year.
- (c) The company will maintain a leave roster that will be available for inspection of site delegates to ensure equity is maintained. The company agrees to discuss any hardship cases with the union.

## 10. Compliance With Company Procedures and Policies

All employees will comply with all company procedures and policies, this will involve but not be limited to:

- (a) Pre start inspections
- (b) Incident / Hazard reporting
- (c) Abide by the companies Drug and Alcohol Policy
- (d) Vehicle monitoring systems.

In the event that new policies or procedures are to be introduced that effect the employees the company will ensure consultation with the workforce.

## **11. Casuals**

The Company acknowledges the casual ratio set out in the Award. However, during the ramping up of the project it is acknowledged that casuals will be employed on a probationary period in excess of the one in four number. It is also acknowledged that if a casual employee declines a full time position he will be excluded from the casual ratio calculation.

## **12. Settlement of Disputes**

The parties acknowledge that they will comply with the disputes procedure Clause 24 of the Award. Both parties in particular acknowledge clause 24.2 of the procedure which reads, “ All work shall continue normally while these negotiation are taking place”.

## **13. Hours of Work**

### **13.1 Hours of Work**

- (a) The hours of work will be based around a day shift operation commencing at 6.00 AM each day.
- (b) In the event that site circumstance require this to be changed, this will be done through consultation with the site delegates and mindful of the spread of ordinary hours set in the award.
- (c) Given the nature of the work, the Company reserves the right to advise employees the previous day of shift changes that may occur for the next work day.

### **13.2 Time Keeping**

All employees will be paid on the basis of normal time before time and a half and then double time.

### **13.3 Flexible Meal Breaks**

Meal breaks are to be taken in line with Award requirements. However, in the interest of productivity, breaks will be staggered to ensure maximum efficiency at all times.

Where delays occur in the loading or unloading process, breaks are to be incorporated where practical.

### **13.4 Flexible Start Locations**

For normal start and finishing times the Ryde site will be recognised as the base. However it is agreed that depending on weather and site conditions it may not always be possible to ensure full vehicle productivity from this site. Therefore, the Company can redirect start and finish points for drivers so long as these are within a 35 kilometre radius of the Ryde site. This will be done through consultation with the site delegates. All attempts will be made to ensure this is also done mindful of the employees' residence and truck parking facilities.

This clause will not apply to Brett Flynn and Brent Callaghan.

#### 14. Bonus Scheme

The company will introduce a site bonus scheme based around Lost Time Injuries.

The scheme will apply so that the Company will pay a bonus of \$1.00 per hour worked on the project to all employees for every week that no Lost Time Injuries are recorded due to a workplace injury.

This bonus will be calculated and paid one week in arrears.

#### 15. No Extra Claims

It is agreed that no extra claims will be made by either party for the term of this agreement.

#### 16. Execution

Signed for and on behalf of

Signed for and on behalf of

\_\_\_\_\_  
the Transport Workers Union of Australia

\_\_\_\_\_  
Heggies Bulkhaul Limited

#### 17. Appendix One

##### 17.1 Wage Rates

It is acknowledged that the following employees will retain the hourly rates nominated against their names. These rates will be frozen at the rates nominated until such time as the Transport Industry ( State ) award reaches that level and at that time the award rate will prevail.

All employees not named will be paid as per the rates applicable to the EBA plus the allowances noted in the body of this document.

Brent Callaghan	\$17.62
Brett Flynn	\$17.62
Ian Augustus	\$17.02

#### APPENDIX ONE

##### Wage Rates

It is acknowledged that the following employees will retain the hourly rates nominated against their names. These rates will be frozen at the rates nominated until such time as the Transport Industry ( State ) award reaches that level and at that time the award rate will prevail.

All employees not named will be paid as per the rates applicable to the EBA plus the allowances noted in the body of this document.

Brent Callaghan	\$17.62
Brett Flynn	\$17.62
Ian Augustus	\$17.02

All employees not named will be paid as per the rates applicable to the EBA plus the allowances noted in the body of this document. The weekly rates will be:

	Current	1 <sup>st</sup> July 2003	1 <sup>st</sup> January 2004	1 <sup>st</sup> July 2004	1 <sup>st</sup> Jan 2005
Grade 7	602.50	614.55	632.99	645.65	665.02

Heggies Bulkhaul Limited

\_\_\_\_\_  
Colin Thompson

Date 19 / 05 / 03

the Transport Workers Union of Australia

\_\_\_\_\_  
Tony Sheldon - State Secretary, TWU NSW

Date 23 / 07 / 03

\_\_\_\_\_  
Signature of Witness to execution by State Secretary

\_\_\_\_\_  
Michael Pieri

Print Name

Date 23 / 07 / 03

\_\_\_\_\_  
Robert Coulthard

Date 20 / 05 / 03

\_\_\_\_\_  
Brent Callaghan

Date 19 / 05 / 03

\_\_\_\_\_  
Brett Flynn

Date 19 / 05 / 03