

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/406

L.R.C. NO: 96/6206

DATE APPROVED/COMMENCEMENT: 17 December 1996

TERM: 2 years

NEW AGREEMENT OR VARIATION: *Replaces EA. 401/94.*

GAZETTAL REFERENCE: *296 LG. 1397 (7-3-97)*

DATE TERMINATED:

TITLE: Camsons Pty Ltd (Transport Workers) Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: Transport Workers Grades 2 & 3 Huntingwood and Calga Depots

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

PAGES : 13

Registered

17-12-96

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(TRANSPORT WORKERS)

ENTERPRISE AGREEMENT

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1.0 Parties to the Agreement

This Enterprise Agreement, made in pursuance of Division 1 of Part 2 of Chapter 2 - Enterprise Agreement - of the Industrial Relations Act 1996, entered into in 1996 between Camsons Pty Ltd ACN 002 113 279 ("The Company") one part and the Transport Workers' Union of Australia (New South Wales Branch) ("The Union").

2.0 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 shall prevail.

3.0 Incidence and Duration

3.1 This agreement shall partially regulate the terms and conditions of employment previously regulated by the Transport Industry (Quarried Materials) (State) award or any other award that replaces awards during the period of this agreement and thereafter until this agreement is varied or rescinded.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 (EA401/94).

3.2 This agreement shall apply to all employees with the occupation of Transport Workers Grade 2 and Grade 3 (B-Double) working from the depot located at 461 Great Western Highway, Huntingwood and RMB 1215 Peats Ridge Road, Calga or a new depot if relocation occurs.

3.3 The agreement shall operate from the date of registration 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.

4.0 Enterprise Agreement

The following is the agreement reached.

- 4.1 Index
- 4.2 Hours of employment
- 4.3 Starting Place
- 4.4 Rostered Days Off
- 4.5 Sick Leave



- 4.6 Meal Breaks
- 4.7 Additional Hours
- 4.8 Rates of Pay
- 4.9 Training
- 4.10 Medical Examinations
- 4.11 Casual Employees
- 4.12 Accident Fund
- 4.13 Grievance Procedure
- 4.14 Duress
- 4.15 Long Distance Work - Facilitative Provisions
- 4.16 Productivity Gain/Bonus

4.2 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 2A will not exceed one hundred (100) average 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 4-2 (i) above, an allowance equivalent to one hour's pay as set out on Table 2A (R1) for the applicable classification for that shift shall be paid.
- (iii) 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.

- (iv) When work load demands, drivers will make themselves available for a minimum of 100 hours over a two (2) week period, Monday to Friday.

4.3 Starting Place

The depot shall be the main starting place of employment for employees unless otherwise agreed to between the Company and an employee.

4.4 Rostered Days Off

- (i) Rostered days off may be accumulated within each calendar year. 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 be directed to take accumulated rostered days off provided any one of the following applies

- (A) 48 hours notice is given
OR
- (B) the employee agrees
OR
- (C) no casuals are employed on that shift

- (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 2A (R1).

- (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 12 months employment with the company. If the employee has served less than 12 months then the RDOs will be pro-rated to the actual time employed.

4.5 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.

4.6 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..

4.7 Additional Hours

- (i) Hours in excess of 100 hours averaged over 2 weeks Monday to Friday shall be paid on hours worked with no agreed minimum payments.
- (ii) Hours in excess of 100 hours averaged over 2 weeks Monday to Friday shall be paid in accordance with Table 3, Rates of Pay.
- (iii) An employee who is required by the Company to work for a continuous period amounting to fourteen (14) hours or more from the time of commencing work shall be entitled to absent himself from work until he had ten (10) consecutive hours of duty.
- (iv) Should the ten (10) hours or any part thereof coincide with the employee's ordinary hours of work he shall be paid as if he had been at work for the balance of the ten hours.
- (v) Should an employee elect not to take the full ten (10) hours break the Company shall suffer no penalty and the employee shall only be paid at the ordinary time rate.

4.8 Rates of Pay

TABLE 1 CURRENT AWARD RATES (TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
1	\$418.00	\$425.70	Registered
2	\$422.10	\$429.80	Enterprise Agreement
3	\$428.00	\$436.50	Industrial Registrar
4	\$450.00	\$458.60	\$466.20
5	\$455.90	\$463.60	\$471.30
Transport Worker Grade 3			\$535.90

TABLE 2 NEW EBA RATES (TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages(State)
1	\$478.04	\$486.78	
2	\$482.60	\$490.96	
3	\$507.30	\$516.04	
4	\$531.76	\$540.36	\$548.72
5	\$546.06	\$554.42	\$563.16
Transport Worker Grade 3			\$625.48

TABLE 2A (R1)

HOURLY RATES			
TRANSPORT WORKER GRADE 2			
	Basic	Certified	Advanced
1	\$12.58	\$12.81	
2	\$12.70	\$12.92	
3	\$13.35	\$13.58	
4	\$13.99	\$14.22	\$14.44
5	\$14.37	\$14.59	\$14.82
Transport Worker Grade 3			\$16.42

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- (i) The hourly rates expressed in Table 2A 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 4.8 (i) shall be paid the hourly rate expressed in Table 3.

- (iii) All hours worked on weekends and public holidays shall be paid in accordance with the rates as set out on Table 3.
- (iv) The hourly rates of pay as set out on Tables 2A and 3 include an additional all purpose allowance for the cartage of additional tonnage as set out in Clause 5 (i) and Item No 1 of Table 2 - Other Rates of the Transport Industry - Quarried Materials (State) Award up to 50 tonnes GCM for Grade 2 drivers and 65 tonnes GCM for Grade 3 drivers.
- (v) All allowances provided under the award are fully compensated for by rates incorporated in Tables 2A and 3.

TABLE 3 (R2)			
ADDITIONAL HOURS			
(TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages(State)
1	\$22.01	\$22.41	-
2	\$22.22	\$22.61	
3	\$23.36	\$23.76	
4	\$24.48	\$24.88	\$25.27
5	\$25.14	\$25.32	\$25.93
Transport Worker Grade 3			\$28.80

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4.9 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 terminated at the discretion of the Company.

4.10 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.
- (ii) Current employees will be required to undertake medical examinations by a qualified and practising medical practitioner at the Company's request and expenses from time to time as required.
- (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.

4.11 Casual Employees

- (i) Casuals shall be paid an hourly rate for the appropriate classification contained in Clause 4.8 plus a twenty per cent (20%) loading which is inclusive of a one twelfth (1/12) of R1. This is to satisfy the requirements of 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 be engaged in excess of one third of the number of weekly employees employed provided that one (1) additional casual employee may be employed irrespective of the number of weekly employees engaged, however where practical so as not to diminish permanent employees' 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 4.8, Table 3 plus fifteen (15%) percent casual loading.
- (v) All work in excess of fifty (50) hours on one (1) week shall be paid in accordance with the rates as set out in Clause 4.8, Table 3 plus fifteen (15%) percent casual loading.

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4.12 Accident Fund

An amount of \$3.00 per shift worked (not including annual leave, public holidays, sick leave, flexible time and workers' compensation, but including weekends and public holidays worked) per employee will be provided by the Company towards an accident fund. The fund will operate on a financial year basis. The Company will be reimbursed from this fund in respect of any monies deductible under an insurance claim for any company vehicle accident or damage and personal injuries insurance excess as long as the said incident involves a person or persons covered under this agreement. At the expiration of the financial year all monies remaining in the fund will be distributed amongst the current employees. The proportioning of the funds will be based on the number of working days worked by each employee. Notwithstanding the foregoing, employees must have a minimum of three 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 when it is out of the driver's control.

4.13 Grievances & Dispute Procedure

To achieve the satisfactory resolution of industrial disputes, without loss of wages or production, the following procedure will be adhered to by all parties.

- (i) An employee who has a grievance should take the matter up with the 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 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) Whilst 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 present during the grievance and dispute procedure.



If the matter is not resolved within (iii) above the matter shall be referred to the Industrial Commission of New South Wales.

Nothing in the procedure limits any of the parties' rights that apply under the Industrial Relations Act 1996.

4.14 Duress

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

4.15 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 2A and 3. The time taken in performing the work will be calculated as per Clause 4.8, sub-clause (ii).

4.16 Productivity Gain/Bonus

An amount of \$5.00 per shift 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 of increasing the productivity and efficiency of the organisation. Drivers who work four (4) hours or less on Saturday, Sunday or Public Holiday shall not receive the said productivity bonus. Further, casuals who work four (4) hours or less on any day shall not be entitled to the productivity bonus. The productivity bonus will be paid on the basis of adherence to the following criteria requirements:

Paper Work:

- * All information must be completed and correct on Camsons docketts
- * Correct information on Quarry docketts
- * Return to office end of shift or within 24 hours where not possible
- * Vehicle report books fill out and used
- * Pre-start check list fill out and used
- * Enter information into electronic equipment
- * Maintain stocks of all necessary documents in vehicle

Personal Presentation:

- * Uniform: worn clean and tidy
- * Clean shaven
- * Suitable foot wear
- * Customer feed back



Product:

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

Other:

- * Drivers ensure that truck fuel levels are always maintained
- * Adherence to the Camsons Drivers Manual

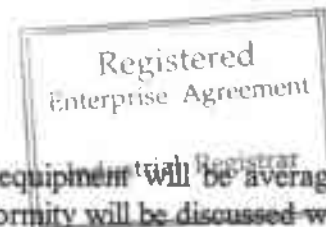
Attendance:

- * Punctuality
- * Giving minimum of 48 hours notice of day off
- * Giving minimum of 2 weeks notice for longer periods

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

The Driving Committee will consist of:

- (i) two (2) delegates
- (ii) two (2) drivers
- (iii) three (3) management



Trip times monitored via electronic and/or other equipment will be averaged out and will be needed to be maintained. Non-conformity will be discussed with committee.

Payment of the above-mentioned bonus will be paid weekly. The productivity criteria will be checked daily to ensure adherence. Employees who do not adhere to the productivity criteria above will be issued with one (1) verbal and two (2) written reminders of their obligations. Non-conformity to this will result in the loss of the bonus for each shift in which a breach occurs for the duration of the agreement.

Six months after the registration of this agreement, the parties agree to enter into further negotiations with a view of achieving further increase in the quantum of the productivity bonus if the parent award has not been varied by a quantum of ten (10%) percent or more.

Provided that if the Parent Award is varied by a quantum of more than ten (10) percent but less than fifteen (15) percent then the following will apply:

- (i) The productivity gain/bonus in Clause 4.16 will increase from \$5.00 per shift to \$7.50 per shift.
- (ii) The accident fund in Clause 4.12 will increase from \$3.00 per shift to \$4.50 per shift.


Provided that if the Parent Award is varied by a quantum of fifteen (15) percent or more then the following will apply:

- (i) The productivity gain/bonus in Clause 4.16 will increase from \$5.00 per shift to \$10.00 per shift.
- (ii) The accident fund in Clause 4.12 will increase from \$3.00 per shift to \$6.00 per shift.
- (iii) The base hourly rate for the appropriate classifications as set out in Table 2A will increase by a quantum of 55 cents per hour.

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The parties hereby witness this agreement as follows:

Signed for and on behalf of the
**TRANSPORT WORKERS' UNION
OF AUSTRALIA
NEW SOUTH WALES BRANCH:**


Steve Hutchins
Secretary - Treasurer

In the presence of:



Signed for and behalf of
CAMSONS PTY LIMITED:


Joseph George Sultana

In the presence of: