

ENTERPRISE AGREEMENT

NO: E.A. 105 /1994

DATE REGISTERED: 5-4-94

PRICE: \$ 12-00.

**ENTERPRISE AGREEMENT
BETWEEN
CONCRITE PTY LIMITED
AND
EMPLOYED CONCRETE TRUCK DRIVERS
AT
MENAI CONCRETE BATCH PLANT
KNOWN AS
"CONCRITE CONCRETE TRUCK DRIVERS
1993 ENTERPRISE AGREEMENT -
MENAI PLANT"**

A. INTRODUCTION

1. This enterprise agreement is made between Concrete Pty Limited and its employees who principally drive concrete trucks in the occupation of transport worker to cover the operations of the company's plant at New Illawarra Road, Lucas Heights.
2. This agreement is made without duress.
3. This agreement shall operate for a period of 1 year.
4. It is the intention of the parties to use their best endeavours to have this agreement approved before Christmas 1993.

B. TERMS AND CONDITIONS

1. The terms and conditions of employment shall be the same as those for employees under the Transport Industry - Mixed Enterprises Interim (State) Award except the following clauses shall not apply to the extent to which they are inconsistent with the terms outlined in Point 2 below:

Part A:8(j)(c), 8(k), 10, 19(i)(a) and (b), 26
Part B: Table 1

2. The following provisions shall apply in substitution for the clauses exempted from operation in Point 1.

(a) **Ordinary Hours**

The ordinary hours of work for day work shall not exceed 8 hours per day (exclusive of meal breaks) on any day Monday to Friday between the hours of 6.30 a.m. and 4.00 p.m. Commencement times for ordinary hours of work shall be between 6.30 a.m. and 7.30 a.m. and shall not exceed 38 hours per week.

Actual commencement times will be varied by management, by notice the day before, to suit day to day production requirements.

(b) **Overtime**

Overtime shall be payable in accordance with the Award except for the purposes of calculating entitlement for overtime the starting and ceasing times of ordinary hours are those set by this clause.

(c) **Meal/Crib Breaks**

(i) Crib and meal breaks will be taken between loads to fit with production requirements.

(ii) Where required by the company for production reasons the driver works without taking a 30 minute unpaid lunch break the driver shall record "no lunch" (N/L) on the time sheet and shall be paid for actual hours worked.

RJF

*SA
Im RF.*

(c) Wages

Ordinary weekly rates of pay shall be increased by 3% resulting in the following weekly wage rates:

	\$
Transport Worker Grade 1	391.80
Transport Worker Grade 2	405.80
Transport Worker Grade 3	415.50
Transport Worker Grade 4	424.00
Transport Worker Grade 5	445.70
Transport Worker Grade 6	451.15
Transport Worker Grade 7	467.70
Transport Worker Grade 8	501.50

The 3% increase shall be paid as follows for full-time employees:

- (1) For the period up to the end of June 1994 the increase shall be payable in a lump sum to all employees covered by this agreement on the date it is approved; and
- (2) From 1 July 1994 onwards the increase shall be payable as part of the ordinary weekly rate of pay.

For casual employees the increase shall be paid on the date it is approved as part of their ordinary hourly rate of pay.

(d) Collecting Moneys

No additional rates will be paid when a driver collects money from a customer.

3. An existing above award additional allowance of \$10.00 per week, which does not form part of the ordinary weekly rates of pay, shall continue to be paid.
4. The wage rates payable under this agreement shall not result in employees receiving a lower wage rate than they would ordinarily receive under the Transport Industry - Mixed Enterprises Interim (State) Award.

C. OTHER CONDITIONS AND UNDERSTANDINGS

The following conditions and understandings between the company and its employees (not dealt with in the award) shall continue to apply:

(a) **Period of Employment and Termination**

Varying conditions apply to individual drivers in relation to period of employment and termination of employment, however the minimum notice provisions shall be those provided in the Award.

It is recognised that the company's operations are of a contracting kind and that security of employment will depend on the contracts won and lost by the company for concrete cartage from this batch plant. As part of the operations then, it is to be expected that employee numbers will vary due to the nature of the operations.

The "last on first off" practice will not apply.

(b) **Driver's Responsibilities**

Drivers shall perform any work associated with concrete trucks or the batch plant and equipment of which the employee is capable. A professional attitude to be taken at all times to ensure that the company's operations are carried out in a highly efficient and safe manner.

(c) **Safety and Alcohol**

Consumption of alcohol while at work is prohibited. Consumption on company premises after work or while travelling to or from work of the equivalent of more than two cans of normal beer is prohibited.

(d) **Payment by Electronic Funds Transfer**

Pay for full time employees will be by electronic funds transfer into an account at the Commonwealth Bank or the Shire of Sutherland Credit Union.

(e) **Superannuation**

The employer shall contribute to the superannuation fund nominated by employees, namely the Concrete and Quarry Employees Superannuation Fund, in accordance with the Superannuation Guarantee charge legislation which currently provides a rate of 5% for all full time employees and for casual employees when they earn more than \$450 in a calendar month.

(f) **Future Wage and Productivity Improvements**

During the term of this agreement employees will be able to negotiate wage increases, but only if agreement can be reached on clearly established productivity offsets which it is envisaged could include variations to prescribed award conditions.

The employer and employees shall aim towards reaching agreement for a further 3% increase linked to productivity.

**CONCRITE CONCRETE TRUCK DRIVERS
1993 ENTERPRISE AGREEMENT - MENAI PLANT**


INDUSTRIAL DISPUTES AND GRIEVANCE PROCEDURE

1. DISPUTES PROCEDURE

- (a) A question dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the Union for the purposes of each procedure.

2. GRIEVANCE PROCEDURE

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by the Union.

RY
SA
Jm R.F. 



The Common Seal of **CONCRITE PTY LIMITED** was hereunto affixed by authority of the Board of Directors and in the presence of:

)
)
)
)

W. J. M. ...
.....
Director

P. E. Hayson.
At Secretary
13-12-93
.....

Date:

Signed by the Employees

In the presence of:

Scott Atkins
.....
J. ...
.....
M. ...
.....
[Signature]
.....
[Signature]
.....
[Signature]
.....
.....

[Signature]
.....
[Signature]
.....
[Signature]
.....
[Signature]
.....
[Signature]
.....
.....