

ENTERPRISE AGREEMENT

NO: E.A. 294 /1994

DATE REGISTERED: 16-8-94

PRICE: \$ 18.00

ENTERPRISE AGREEMENT
FOR
BRAMBLES CATHERINE HILL BAY

INTRODUCTION:

This agreement is between Brambles Industrial Services and the Transport Workers Union at the Catherine Hill Bay site. It is a stand alone agreement and does not reflect nor set precedence for any other Brambles Industrial Services workplace.

This agreement recognizes the changes in operational requirements to ensure a continuity of service to the site.

Unless stated in this agreement the terms of the Transport Industry (State) Award will apply. This Agreement was reached by mutual consent between the parties.

1. SHIFT STRUCTURE:

To suit operational requirements a ten (10) hour shift will be standard. Under extraordinary circumstances it may be necessary to reduce the shift to eight hours at single time.

DAY SHIFT:

Under ordinary conditions day shift will commence at 5.00am from Monday to Friday. The first eight (8) hours will be at single time the next two (2) hours will be paid at time and a half. If additional hours are required to be worked they will be paid at double time.

AFTERNOON SHIFT:

Under ordinary conditions afternoon shift will commence at 3.00pm from Monday to Friday. The first eight hours at single time with 17.5% loading. The next two (2) hours will be paid at time and a half. If additional hours are required to be worked they will be paid at double time.

WEEKEND SHIFTS:

Under EXTRAORDINARY conditions it may be necessary from time to time to make labour available on weekends (Saturday or Sunday). This will be seen as optional overtime and shift starting times may vary.

The following rates shall apply:-

Saturday: The first two (2) hours paid at time and a half, the remaining hours at double time.

Sunday: All to be paid at double time.

2. OVERTIME:

OVERTIME: Overtime relates to work outside ordinary shift times as required by customers serviced by Brambles Catherine Hill Bay Depot, and permanent employees of Brambles Catherine Hill Bay have no right to overtime requirements at other Brambles operations.

AVAILABILITY: Each permanent employee is to make himself available for a reasonable amount of overtime.

Rest breaks between shifts will be as per TWU Award, ie; ten (10) hour break.

NOMINATIONS: Those persons wishing to make themselves available for weekend overtime will have their names on the noticeboard by 6.00am on Friday.

ALLOCATIONS: Overtime shifts will be allocated on the basis of those having the least number of hours worked during the current pay week, will get preference. Permanent employees will get preference over casuals.

3. MEALS

MEAL FACILITY: A well equipped meal area is provided on site. Drivers are requested to use this facility. Company vehicles must not be taken off site during meal breaks.

MEAL BREAK:

The continual production of the Coal Operations Australia Limited Coal Preparation Plant requires the base fleet to be available at all times. This means a system of STAGGERED BREAKS. Meal break allocations will be determined by the supervisors to ensure all drivers receive adequate breaks within an acceptable time frame. Under normal conditions meals will be taken between 10.00am and 1.00pm for day shift and 7.00pm and 10.00pm for afternoon shift. As a result of the flexible staggered meal break arrangement, drivers are paid for all hours worked including their meal break and half an hour extra ~~at double time.~~ *at the appropriate penalty rate*. It is the responsibility of all drivers to keep the meal and kitchen areas in a clean and tidy condition.



4. TRAINING

The parties are committed to ongoing training and restructuring.

The Company will purchase all relevant Workcover permits. Priority for training will be determined by the company. The current process of consultation will continue.

There will be a trainer/assessor on site, the position will be initially offered to current employees.

Vehicle allocation will be allocated by management on a skills basis daily. Operational needs will be a criteria in determining allocation, however drivers lacking the required skills will be offered training to acquire those skills.

5. SELF REGULATION

The parties recognize that the skills of the drivers on site need less supervision than in other areas.

6. SUB-CONTRACTORS

The parties recognize that Company trucks will work in preference to sub-contractors for the duration of the current contract.



7. **PERMANENT PART TIME**

The parties recognize the need for security of employment for all drivers.

A system of permanent part-time driving will be introduced to the site to replace the current use of casual labour.

The Company will engage up to four (4) permanent part time drivers. These employees will accrue the same entitlements as any other permanent employee but on a pro-rata basis. These employees will be engaged for a minimum six (6) hours start per shift. These employees will be engaged for a minimum of one hundred (100) hours per calendar month, where work is not allocated to the minimum of one hundred (100) hours per calendar month, the balance of hours not worked will be paid by the Company to the driver to that minimum of one hundred (100) hours.

The span of hours for permanent part time employees will be the same for permanent employees.

The parties also recognize the need for the increased allocation of labour to permanent duties over the life of the agreement and consultation will occur in this area, it is recognized that permanent part time employees will provide the pool of labour for allocations to full permanent status.

8. **DISPUTE PROCEDURES**

Subject to the Industrial Relations Act, 1991, any dispute shall be dealt with in the following manner:

- i) in the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
- ii) in the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the Transport Manager.
- iii) should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
- iv) in the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.

All work shall continue normally while these negotiations are taking place.

If after these processes and consultations have failed and strike action is intended then forty eight (48) hours notice must be given.

9. THIS AGREEMENT ALSO RECOGNISES EXISTING FLEXIBILITIES INCLUDING:

1. Nil wash up time.
2. Nil crib break.
3. Nil meal allowance
4. Flexibility in taking meal breaks.
5. EFT payments.

10. RATES OF PAYMENT

1. \$13.40 per hour base rate for truck drivers, plus, coal allowance.
2. \$13.90 per hour base rate for loader drivers, plus, coal allowance. This loader rate will become applicable under the mixed function section of the current Transport Workers Union award.
3. Base rate of pay is applicable to all leave.
4. This agreement shall come into operation for the date of registration and shall operate for a period of twelve (12) months thereafter. As part of this quarterly assessment the parties will investigate the proposal of a Legal Loading Incentive this issue will be a discussion point for the annual review of this agreement.

10A. REQUIREMENTS OF THE INDUSTRIAL RELATIONS ACT, 1991

In reference to the requirements of Section 122 of the Industrial Relationships Act 1991 the following particular provisions of the Award shall apply (except as otherwise provided for in this Agreement).

- Clause 25 - Sick Leave, provided that in all circumstances permanent employees in the first year of service shall, having completed three months of service, be entitled to utilise their then yearly accrual for absences which occurred during the first three months of service subject to the usual requirements of establishing the need for such leave.

11. DURESS

This Enterprise Bargaining Agreement has not been entered into under duress from any parties associated with this said Agreement.

Other Conditions Agreed Include:

1. Ten hour shift will be standard. Comprising of eight hours at single time plus appropriate shift allowance where applicable and two hours of overtime.
2. Commitment to ongoing training and restructuring.
3. The company will purchase all relevant Workcover permits. Priority for training will be determined by the company.
4. Flexible starting times.

5. ~~Two of these clauses to be deleted.~~

~~Casual labour will be used to supplement permanent labour as and when required. Casuals must be employed for a minimum of six (6) hours.~~

5)

Some employees will be offered permanent part-time status. These positions are permanent but offer reduced guaranteed hours per month. The minimum numbers of hours per month will be one hundred (100), and the minimum hours per shift will be six (6).

c) ~~Casual labour will be used to supplement permanent labour, as has been the practice on the Catherine Hill Bay site in the past.~~



~~If (a) or (b) are accepted, the offer remains the same.~~

~~If (c) is the preferred option, then the rate increase is reduced by .7%. This will result in the new rates being offered of:~~

- ~~a) \$13.31 per hour base rate for truck drivers and coal allowance.~~
- ~~b) \$13.80 per hour base rate for loader drivers and coal allowance.~~

6. Legal Loading Incentive. This issue is to be looked at but has not been included in these calculations. This issue will be included in the annual review of the Enterprise Agreement.
7. Management reserves the right to allocate vehicles on a skills basis.
8. Trainer/assessor on site.
9. Self regulation - less need for supervision as drivers take responsibility for ensuring contract requirements are met.
10. Company trucks to work in preference to sub-contractors for the duration of this contract.

11. SIGNATORIES

Signed for and on behalf of:

Brambles Catherine Hill Bay

Date:

In the presence of

Keith Morgan
8/6/94
D. Conroy

Transport Workers' Union of
Australia (New South Wales
Branch)

Date:

In the presence of

Steve Hutchins
16th June 1994
P.E. Galvin J.P.

SIGNED for and on behalf of
BRAMBLES AUSTRALIA LIMITED

Kerry Hillier

DATED

20 June 1994.