

ENTERPRISE AGREEMENT

NO: E.A. 435 /1994

DATE REGISTERED: 3-11-94

PRICE: \$ 30-00

# ENTERPRISE AGREEMENT

## ~~1.0~~ PARTIES TO THE AGREEMENT

This enterprise agreement made in pursuance of Chapter 2 of Part 3 of Division 2- Enterprise Agreements of the Industrial Relations Act, 1991, entered into on ....., 199 ... between R & L Richardson Pty Limited ("the Company") on the one part and the employees of the Company within the following classifications of Bulk Haulage Drivers on the other part.

## 2.0 TITLE OF AGREEMENT

The agreement shall be known as the "R & L Richardson Pty Limited Bulk Haulage Drivers Enterprise Agreement."

## 3.0 INTENTION

The agreement shall apply only to those employees in the occupation(s) identified and engaged by the company at its depot(s) located at:

10 Peachtree Road, Penrith NSW 2750

The depot shall be the starting place of employment for employees.

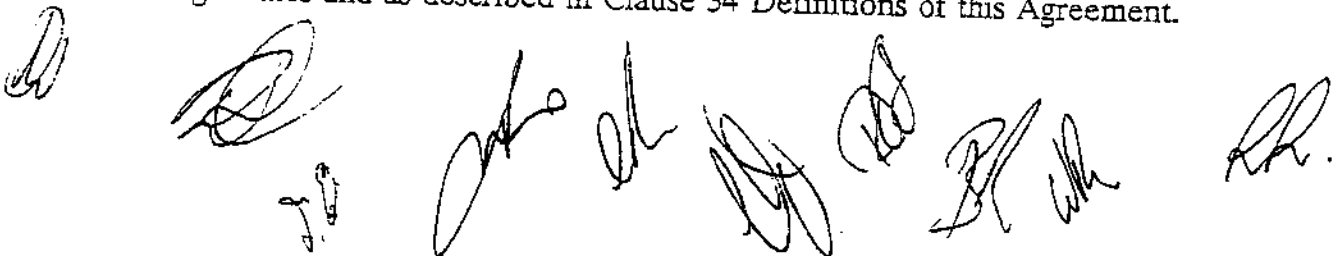
## 4.0 DURESS

The parties to this agreement agree that agreement has been reached through consultation and consensus and decided upon by secret ballot of the employees present, without duress by any party.

## 5.0 INCIDENCE AND DURATION

This agreement shall regulate the terms and conditions of employment previously regulated by the Transport Industry - Interim (State) Award (IG 270 p 611), Transport Industry - Wood & Coal (State) Award (IG 232 p 2133) and Transport Industry - Quarried Materials (State) Award (IG 261 p 574) or any other award or awards that replace those awards during the nominal period of this agreement and thereafter until this agreement is varied and/or rescinded.

The agreement shall only apply to the classifications prescribed in Clause 10 Wage Rates and as described in Clause 34 Definitions of this Agreement.

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The agreement shall operate from the date of registration and shall remain in force for a nominal period of 36 months unless varied or terminated earlier by the provisions provided for within the Industrial Relations Act, 1991.

## 6.0 ENTERPRISE AGREEMENT

The following is the agreement reached between the employees and the management of the company.

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## 8. OBJECTIVES

The objectives of this agreement are to establish a profitable and enduring enterprise through the efficient and effective provision of high quality service that benefits the employee(s), the company, its clients and the community.

9. HOURS OF EMPLOYMENT

- (i) The ordinary hours of employment shall not exceed 40 hours per week averaged over a 52 week period, excluding an unpaid 30 minute meal break.
- (ii) The hours of work shall be as agreed between the employee(s) and the company and may be changed by the company with 24 hours notice or less in extenuating circumstances to suit the needs of the business.
- (iii) Hours in excess of 40 hours per week (excluding Meal Breaks) will be overtime at the agreed rate.
- (iv) Provided daily worksheets are received by 9.00 am on the day following the close of the end of each pay week overtime worked in that week will be included in that week's wages. Otherwise overtime will be held over until the following pay week.
- (v) Employees shall not work any system of hours which makes provision for Rostered Day off.

10. WAGE RATES

- (i) The wage rates agreed in this agreement for the classifications of bulk haulage drivers are total week wage rates of pay, inclusive of the basic wage for adult males.
- (ii) Total weekly wage rates for weekly hire bulk haulage drivers are as prescribed in sub-clause (iii) below.
- (iii) Bulk Haulage Driver Grade 1     \$471.60 per week  
Bulk Haulage Driver Grade 2     \$508.83 per week

11. OVERTIME

- (i) Overtime shall be paid on hours worked in excess of 40 per week, to the nearest 1/4 hour.
- (ii) Overtime shall be paid at the rate of \$18.60 per each hour worked with no agreed minimum payment, except as prescribed in Clause 28 (IV).
- (iii) Overtime rates for casual employees shall be the same for weekly hire employees.
- (iv) Employees are expected to work reasonable amounts of overtime each week.

~~12~~ LONG DISTANCE JOURNEYS

(i) Intrastate

On journeys with a return distance in excess of 500 kilometres, a kilometre rate of 21 cents per kilometre may apply. This rate shall be in lieu of the ordinary daily wage rate and overtime rate(s).

(ii) Interstate

On journeys with a return distance in excess of 1000 kilometres interstate a kilometre rate of 22 cents per kilometre may apply. This rate shall be in lieu of the ordinary daily wage and overtime rate(s).

(iii) Where an employee is engaged on long distance intrastate or interstate journeys and the vehicle sustains a breakdown that cannot be repaired by the driver, he shall be paid a maximum of eight (8) hours ordinary time wages until such time as the vehicle is repaired, an alternate vehicle supplied or the driver instructed to make alternative arrangements.

(iv) An employee engaged to undertake long distance journey(s) shall undertake those journeys in compliance with the requirements of the Motor Traffic Act or any other act that replaces that act.

(v) An employee required to remain away from home overnight shall be provided with reasonable overnight accommodation by the company. Overnight accommodation shall include breakfast and/or an evening meal. The company shall require the employee to provide all receipts for reimbursement. Failure to produce receipts may result in the employee not being reimbursed for reasonable expenses incurred.

13. PARENTAL LEAVE

Maternity and Paternity Leave shall be granted in accordance with the provisions of the Industrial Relations Act 1991, Chapter 2, Part 2, Division 3.

14. BEREAVEMENT AND COMPASSIONATE LEAVE

- ~~14~~ (i) On the occasion of the death within Australian or New Zealand of an employee's mother, father, wife, husband, including de facto husband or wife, brother, sister, son, daughter, stepchild or parent-in-law, and on the production evidence acceptable to the company, the employee shall receive a maximum of three (3) days leave on full pay.
- (ii) The company may, at its discretion, grant an employee compassionate leave up to a maximum of three (3) days per service year on full pay.

15. NO STRIKE PROVISIONS

The parties to this agreement agree that there will not be any strikes, lockouts, bans or limitations during the period of this agreement.

16. PAYMENT OF WAGES

- (i) Employees will be engaged by the week and paid weekly.
- (ii) Payment of wages may be by Electronic Funds Transfer (EFT) and shall be available to the employee by midday on the designated pay day. Where, through no fault of the company, there is a delay in the availability of the weekly payment, the company shall not be penalised. Where there is a delay caused by the company then the employee may be entitled to a maximum of two (2) hours waiting time at the ordinary time rate.

17. ANNUAL LEAVE

- (i) Annual leave shall be in accordance with the Annual Holidays Act 1944 or any other Act that replaces that Act.
- (ii) Employees shall be entitled to an annual leave loading of 25 % on the completion of each service year, and shall be paid with annual leave taken, after the completion of the first year of service.
- (iii) Annual leave loading is not payable on pro-rata annual leave.
- (iv) Annual leave may be rostered to suit the needs of the company.

~~18.~~ 18. LONG SERVICE LEAVE

Long service leave shall be in accordance with the Long Service Leave Act 1955.

19. CASUAL HIRE EMPLOYEES

- (i) Casual hire employees shall be engaged by the hour and irrespective of the hours worked shall be paid a minimum of two (2) hours for each period of engagement.
- (ii) Casual hire employees shall be employed as Bulk Haulage Drivers Grade 1 and shall be paid an hourly rate of \$15.46 per each hour worked. This rate shall include a loading for the absence of sick leave, annual leave and public holidays. This rate should apply any day of the week.
- (iii) Casual hire employees shall work 8 hours at normal hourly rate excluding meal break and thereafter overtime rates shall apply.
- (iv) Casual hire employees shall be paid at the same overtime hourly rate as weekly hire employees.

20. UNIFORMS

- (i) Where any employee is required by the employer to wear a distinctive uniform or clothing the same shall be provided by the employer, free of cost, and worn by the employee.
- (ii) The employee is required to fully and properly maintain the uniform and the uniform shall at the start of work each day be clean, neatly pressed and tidy.
- (iii) Upon termination an employee shall return all uniforms to the employer.

21. MEDICAL EXAMINATIONS

- (i) The company may require any prospective employee to undertake a medical examination by the company's nominated, qualified and practising medical practitioner prior to the company offering employment.

- (ii) Current employees may be required to undertake medical examinations by the company's nominated qualified practising medical practitioner at the company's request from time to time.
- (iii) The results of such examinations will be made available to the company by the doctor.
- (iv) Persons considered unfit for work within their classification may be reclassified to other duties, provided alternative duties are available or terminated, stood down or retired.
- (v) The results of all medical examinations made available to the company are to be treated with strict confidence by the company.
- (vi) The company agrees to reimburse each employee the difference between the rate charged by a practising qualified medical practitioner and the scheduled fee, or if appropriate the company will pay the fee in full.

## 22. PRODUCTIVITY ARRANGEMENTS

Nothing in this agreement shall restrict the employer and employee from entering into an agreed arrangement in writing, for other forms of remuneration provided such arrangements are not less than that provided for in Clause 10 Wage Rates.

## 23. SUPERANNUATION

- (i) The parties to this agreement have agreed that the following additional amounts will be paid into the nominated superannuation accounts of weekly hire employees as a "salary sacrifice" superannuation payment.

Bulk Haulage Drivers Grade 1          \$37.23 per week

- (ii) This clause shall not apply to casual employees.

## 24. INDIVIDUAL GRIEVANCE PROCEDURES

- (i) It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages.



- (ii) The following procedures are to be adopted in the resolution of individual employee grievances:
- (a) An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within 24 hours.
  - (b) In the event the grievance cannot be resolved at this level the supervisor shall refer grievance to more senior management for resolution within a further 24 hours.
  - (c) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further 24 hours.
  - (d) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) Shall the grievance still remain unresolved, the employee and senior management may agree to the involvement of an agreed third party or parties to hear and attempt to resolve the grievance.
  - (f) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolution and such resolutions shall be binding on all parties.
  - (g) While the above procedures are being followed normal work shall continue.

## 25. DISPUTES PROCEDURE

- (i) Subject to the Industrial Relations Act 1991, any dispute shall be dealt with in the following manner:
- (a) In the event of an industrial dispute, the representative of the Employees on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.

- (b) In the event of failure to resolve the dispute at job level the matter shall be subject of discussions between a representative of the employees and the Transport Manager.
  - (c) Should the dispute still remain unresolved the representative of the employees will confer with senior management.
  - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

**26. LEAVE WITHOUT PAY**

- (i) The parties have agreed that employees will take leave without pay when the employee(s) cannot be transferred or usefully employed due to causes for which the employer cannot be held responsible such as strike, or any ban, limitation or restriction upon the performance of the company's clients or at points of loading and unloading which exceeds three (3) days.
- (ii) An employee(s) on such leave without pay will continue to accumulate sick leave, annual leave, long service leave entitlements and superannuation.
- (iii) The company will not unreasonably reject any request for annual leave from employee(s) rather than the employee(s) taking leave without pay, subject to the Provisions of the Annual Holidays Act 1944.

**27. SICK LEAVE**

- (i) Each employee shall be entitled to five (5) days (1 week) sick leave in the first year of service
  - (a) In the first three (3) months of service NIL days.
  - (b) During the second three (3) months of service 1 day.
  - (c) During the third three (3) months of service 2 days.
  - (d) During the fourth three (3) months of service 2 days.

*[Handwritten signatures and initials]*

- (ii) Each employee, upon completing one (1) year of service will be entitled to two (2) days sick leave during each 13 weeks of service (8 days per year).
- (iii) Sick leave entitlements are accumulative.
- (iv) An employee who has been genuinely ill during the periods specified in sub-clauses (i)a,b,c, and d or sub-clause (ii) above may make a retrospective claim for the payment of sick leave after having completed the specified periods of service with the company.

**28. PUBLIC HOLIDAYS**

- (i) Public holidays shall be those days of which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed, together with such other days as may be proclaimed by the Government.
- (ii) An employee not required by the employer to work on the days described in clause (i) above will be paid as if they had worked, at full pay, with the exception of bonuses and overtime.
- (iii) An employee eligible for payment for a public holiday shall attend work the ordinary work day before and the ordinary work day after the public holiday.
- (iv) An employee required to work on a public holiday will receive overtime rates for all hours worked with a minimum payment equivalent to eight (8) hours.

**29. TRAINING**

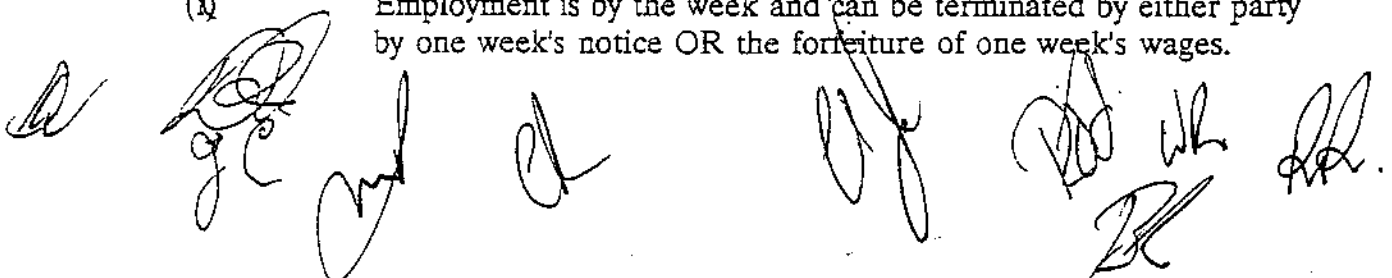
The parties acknowledge that the company reserves the rights to determine which employees are required to undergo training or further training and the terms of such training.

**30. TOTAL QUALITY MANAGEMENT (TQM)**

- (i) The parties to this agreement have agreed to co-operate in the company obtaining and maintaining Total Quality Management accreditation.

**31. EMPLOYMENT/TERMINATION OF EMPLOYMENT**

- (A) Employment is by the week and can be terminated by either party by one week's notice OR the forfeiture of one week's wages.

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- (ii) All employees are subject to a three month probationary period from date of employment and they can be terminated at the discretion of management if deemed unsuitable.
- (iii) The company maintains the right to employ people on ability or for other reasons so deemed by management.
- (iv) No employee shall be terminated, except for acts of wilful misconduct, malingering, pilfering, inefficiency or neglect of duty, without first counselling and providing warnings on two (2) previous occasions.
- (v) Seniority of employment will not hinder any termination decisions if work declines and there is a need for reductions in the work force. In such cases it will be management's prerogative to retain employees on ability or any other reason so deemed by management.
- (vi) A person found to have a blood alcohol level about .02% or reported to be consuming alcohol or taking non prescribed drugs or prohibited substances during working hours shall be deemed to have committed an act of wilful misconduct and may be dismissed if the company deems appropriate.
- (vii) A person found to be under the influence of alcohol by having a blood alcohol level above .02% or non prescribed drugs or prohibited substances at the commencement of work shall be stood down without pay for that day. Repeated stand downs may lead to dismissal.

### 32. WAGE RATE ADJUSTMENTS

This agreement will have a nominal period of 36 months. Variations to the agreement shall be in accordance with the provisions of the Industrial Relations Act 1991.

- (i) The procedure for the adjustment of wage rates as prescribed in Clause .... will be annually by variation to reflect the percentage (%) wage movements in:
  - (a) Transport Industry - Interim (State) Award or any award that replaces that award

or

(b) ABS 6302 Average Weekly Earnings, States and Australia for the NSW Sector

or

(c) Will be adjusted to reflect decisions of the Industrial Commission of NSW State Wage cases.

(ii) Which ever is the least in (i) above.

### 33. DUTIES AND RESPONSIBILITIES OF DRIVERS

This agreement applies to the work of driving, loading and unloading of articulated vehicles and includes, but is not limited to:-

- (i) Employees hereby undertake to perform their daily work duties in compliance with all relevant terms of the Motor Traffic Act.
- (ii) \* Bulk Haulage Drivers are provided with a copy of the company's requirements for drivers and that may be varied from time to time.
- (iii) In addition to the work set out above, employees shall be required to:
  - (a) Assist mechanics who are carrying out repairs to the company's vehicles.
  - (b) Change tyres on company's vehicles.
  - (c) Perform at least once daily a check on the vehicle allocated to them, covering but not limited to Fuel, Oil, Water, Tyres, Brakes, Springs, Air Bags, Belts, Light Globes, draining of air tanks, and such other necessary visual check of vehicles operation, and report to the company any irregularities.
  - (d) Wash vehicles and maintain them in a clean and tidy condition.
  - (e) Other driving or yard duties as directed by the company.

34. DEFINITIONS

- (i) \* A Bulk Haulage Driver shall mean a person who possesses the appropriate licence for the vehicle he is required to drive and drives an articulated tri-axle truck with 6 axles or more and with an aggregate mass of 42.5 tonnes or less, unless a permit is held to vary the aggregate mass.
- (ii) The employer shall mean the company or any executive of the company.
- (iii) Full Pay shall mean based on 8 hours per day at ordinary time rates.

35. MEAL BREAKS

An unpaid meal break of 30 minutes shall be taken on each workday within five (5) hours of commencement time and again after each subsequent five (5) hours. Whenever practicable such meal breaks will be taken during stoppages, delays in loading(s) and/or unloading(s) or extended queues.

NAME:

JOHN EGLEM

*J. Eglem*

ROBERT SINCLAIR

*R. Sinclair*

GEOFFREY SHORT

*G. Short*

CHRISTOPHER RICHARDSON

*C. Richardson*

JOSEPH SULTANA

*J. Sultana*

DARRYL WOODS

*D. Woods*

PHILLIP MANNING

*P. Manning*

VICTOR JONES

*V. Jones*

BRADLEY RICHARDSON

*B Richardson*

DAVID RICHARDSON

*[Handwritten signature]*

WARREN RICHARDSON

*W Richardson*

SIGNED FOR AND ON BEHALF OF R. & L. RICHARDSON PTY. LTD.

Signature *R. Richardson*

Name *R. RICHARDSON*

Occupation *DIRECTOR*



COMMON SEAL OF THE COMPANY

WITNESS *R.A. Rees J.P.*

Date *10-11-93*