

ENTERPRISE AGREEMENT

NO: E.A. 252 /1995

DATE REGISTERED: 20-7-95

PRICE: \$ 32 - 00

SOUTH COAST EQUIPMENT PTY LIMITED
TRANSPORT DIVISION

AND

TRANSPORT WORKERS' UNION OF AUSTRALIA
(NEW SOUTH WALES BRANCH)

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as the "South Coast Equipment Pty Ltd Transport Division Enterprise Agreement".

2. ARRANGEMENT

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3. PARTIES BOUND

This Agreement shall be binding upon:

- (i) South Coast Equipment Pty Limited operating from Masters Rd, Mount St. Thomas and the Transport Workers' Union of Australia (New South Wales Branch).
- (ii) All persons engaged as transport drivers by the company operating from the premises at Masters Rd, Mount St. Thomas.

4. PURPOSE

The purpose of the Agreement is :

- * To set a framework to ensure the continuing viability and prosperity of the Company in a rapidly changing and highly competitive business environment requiring commitment, innovation, a process of continuous improvement and cost containment.

For employee's it is to meet their aspirations by providing :

- * Satisfying jobs and personal growth through training and development.
- * To allow them to contribute to the success of the business and customer satisfaction.
- * To achieve improved conditions of employment as a result of continuous improvement in business performance.

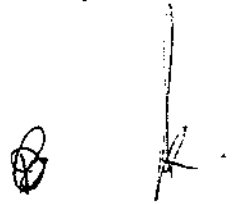
This Enterprise Agreement represents a combination of the factors that Management and Employee's recognise as critical to the future viability of the Company.

The objectives of the parties :

- Employee's : Security of employment.
- : Access to safe and satisfying jobs.
- : Participation in consultative process, to contribute to the success of the business and decisions affecting their future.
- : Improved remuneration and conditions of employment.

- Company : To be the preferred supplier by producing a high quality product and service to customers.
- : The ability to respond and adapt to changing circumstance and take advantage of new business opportunities through improved productivity and performance and costs in a highly competitive business climate.
- : Removal of impediments to business success.
- : Security of investment through participation in a viable and profitable business.

The purpose of the Agreement is to provide detailed guidelines of the benefits and conditions of work for persons engaged as transport drivers by South Coast Equipment Pty Limited.



5. NEEDS OF THE INDUSTRY

Employees will be required to work reasonable overtime and shifts to ensure the continuity of operations and meet the need of the industry. There is a commitment to continuous process improvement to ensure that the Company remains competitive and improves its methods of operation while meeting the clients needs.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall apply concurrently with the Transport Industry Interim (State) Award (The Parent Award) and the Transport Industry Wages State Award as varied from time to time, and the Transport Industry (State) Superannuation Award, published 25 May 1990 (256 I.G. 619), or any awards replacing or superseding those awards, provided that the provisions of this Agreement shall prevail where they are inconsistent with the provisions of the Parent Awards.

7. ELECTRONIC FUNDS TRANSFER

Payment of wages will be made to all employees bound by this Agreement by Electronic Funds Transfer (EFT) to a bank account nominated by the employee.

8. HOURS OF WORK

The ordinary hours of work for a full time employee shall be an average of 38 hours per week over the full cycle of the work roster. Start and finish times will be determined by agreement between the Company and the majority of employees or a majority of employees in the section affected taking due account of the needs of the business.

9. MEAL BREAK

On each shift worked a "smoko" of 20 minutes and a meal break of 30 minutes shall be allowed within 5 hours of commencement of work which shall not be counted as time worked. If an employee worked through their meal break, they are entitled to finish ordinary time duties 30 minutes early. If an employee works any additional time, this time will be paid at penalty rates. If an employee worked through their normal "smoko" time, the "smoko" shall be taken at an appropriate time during the shift as agreed with their supervisor.

10. MEDICALS

Medical examinations are compulsory prior to commencement of employment. All employees shall attend a further medical conducted by the Company Doctor according to the following schedule on the anniversary of their date of commencement of employment:

under 40 years of age	every three years;
40 years to 50 years of age	every two years;
over 50 years of age	every one year.

The appointments will be at the company's expense and will be conducted on company paid time.

11. SICK LEAVE

(i) The provisions of the Parent Award shall apply. Further, provided that in all circumstances permanent employees in the first year of service shall, having completed three (3) months of service, be entitled to utilise their then yearly accrual for absences which occurred during the first three (3) months of service, subject to the usual requirements of establishing the need for such leave.

(ii) Sick Leave will only apply to bona-fide illness in accordance with the award. In cases where an employee takes more than two days personal sick leave consecutively, proof of incapacity will be verified by the production of a Doctor's Certificate. If no Doctor's Certificate is provided, payment of sick leave will be denied.

(iii) At all times, the provisions of the Award will apply with regard to notification of sick leave. However, if practicable, notification should be given at least four hours prior to the commencement of the shift.

(iii) Any untaken personal sick leave entitlement shall be accumulated from year to year so long as employment continues with the Company. Accumulated sick leave will not be paid out and shall be forfeited upon resignation or termination of employment.

12. TWELVE HOUR SHIFTS

Employees agree to enter into arrangements with the Company to work twelve (12) hour shifts on contracts where operational requirements dictate. In particular, it is agreed that the provisions of the document contained in Appendix "B" - TWU 12 Hour Shift Roster for the Belt Press Filter and Yallah Emplacement Project" - shall be applied by this enterprise agreement and take force under this enterprise agreement on the date of its registration

13. VEHICLE BREAKDOWN

In the event of a defect or failure of a truck, the driver of that truck shall not leave the place of work to return to the workshops without first obtaining the authorisation of the supervisor. If the defect is such that the truck can continue to be operated in a safe and effective manner, the driver shall continue to work and, upon the return to the yard at the end of the shift, the driver shall report the defect to the workshop supervisor.

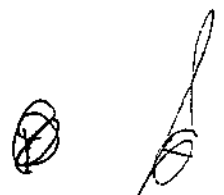
14. PREVENTATIVE MAINTENANCE

Drivers shall conduct a pre-shift inspection and shall complete a defect notice for a immediate or anticipated maintenance requirement on a vehicle and furnish that defect notice to the workshop supervisor so that maintenance can be scheduled. If at any time a defect is apparent, the driver shall complete a defect notice for submission to the workshop supervisor. All employees must maintain the equipment of the company when requested including but not limited to the following:

- (a) Completing a daily maintenance check routine.
- (b) Advising management of any fault developing in any vehicle.
- (c) Maintaining the internal and external cleanliness of vehicles.
- (e) The collection of parts for vehicles from suppliers.
- (f) The delivery of vehicles to repair premises.
- (g) Refuelling of their own vehicles at the change of shift.

15. MANAGEMENT REVIEW

The performance of individuals will be monitored by the management. Targets for continuous improvement will be agreed and appropriate training introduced. All employees will be appraised by the Operations Manager on an annual basis through a Skills Audit to provide feedback to management on the aspirations and expectations of employees.



16. FLEXI LEAVE /ANNUAL LEAVE / LONG SERVICE LEAVE

- (i) It is Company policy to limit the accumulation of Flexi Leave, Annual Leave and Long Service Leave in accordance with relevant Awards and subject to the Annual Holiday Act 1944. All leave must be taken within the legislated time frame by agreement with the management and management may, when operational circumstances permit, require an employee to take leave to ensure that excessive leave does not accrue.
- (ii) In the event of low production or low activity, the Operations Manager may, with the mutual agreement of the employees, direct employees to take leave from either untaken FlexiLeave or untaken Annual Leave.
- (iii) Casual Annual Leave will be accumulated but must be taken within the legislated time frame of the relevant Act or Award.

17. DESIGNATED HOLIDAYS

The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day, Boxing Day and an additional day being the Union "picnic day" shall be observed as holidays and employees not required to work shall be entitled to payment at the classified rate for the aforesaid holidays.

18. WORKING THROUGH CRIB BREAKS

Operational requirements are such that there is often a requirement to work through crib breaks. Employees agree to work with flexible hours to suit operational requirements.

19. CASUALS

- (i) The Company reserves the right to employ casuals without regard to ratio of the number of casuals to the number of permanent employees to allow it to meet peak demands.
- (ii) The Company shall determine the ratio of casual employees relative to the number of permanent employees and the ratio may vary during periods of peak demand beyond the control of the Company and also to meet annual leave obligations.

20. SAFETY

The Company is committed to the requirements of the Occupational Health & Safety Act of NSW and to the National Safety Council of Australia "Five Star" safety system. All employees are to be committed to the safety of the workplace and are required to participate in the conduct of the Company's OH & S committee and to participate in training programs. Safety performance will be reviewed and measured as an integral part of this Agreement. Any employee whose actions compromise the safety of any individual or item of equipment will be subject to instant dismissal.

21. CLOTHING ISSUE

- (i) The Company recognises the need to supply employees with a suitable uniform to meet the safety standards of the workplace and Government Legislation.
- (ii) The guidelines for the type of clothing and safety boots will be determined by the Consultative Committee and the Company and will carry the approved company logo. Current requirements are that long sleeve shirts and long trousers are to be worn but overalls may be worn as an alternative.
- (iii) Issued clothes shall be worn at all times during working hours and such clothing shall be maintained in a clean and presentable standard as required by the Company.
- (iv) Employees will be issued with two new shirts, two new pairs of trousers and one pair of boots each year. Boots shall only be replaced on a needs basis.

22. ENVIRONMENTAL

(i) It is the policy of the Company to achieve a high standard of environmental care in conducting its business as a competitive service company.

This be achieved by :

- * Complying with Federal and State Laws, regulations and standards, and using the best practicable means to minimise any adverse environmental impacts resulting from our operations.
- * Communicating openly with Local Government and the Community on environmental issues and contributing to the development of policies, legislation and regulations that may affect the concrete industry.
- * Ensuring that all members are aware of their environmental responsibilities and accountabilities and that all employees act in accordance with compliance measures introduced and developed by the Company.
- * Ensuring that management systems and control measures are in place to conserve energy and resources, and minimise waste.
- * Continuously improving the processes and performance through the creative involvement of all employee's.

(ii) The minimum requirements to be conducted in the normal course of daily activities are:

- * Use of truck washing stations as directed.
- * Covering of loads as directed.
- * Elimination of spillage due to overloading.

23. TRAINING

(i) The Company has a commitment to provide training to develop employees skills and maintain those skills so employees can carry out their duties in a safe and efficient manner.

(ii) All employees are expected to participate in training.

(iii) The necessary training will be provided on and off the job.

(iv) Employees will be trained in the skills which will be of maximum benefit to the Company.

24. QUALITY MANAGEMENT

The Company embraces the philosophy of Total Quality Management and is Quality Certified in accordance with AS 3902. All employees are to be aware of the Quality system and are required to conduct their operations according to the Standard Operating Procedures and Supply Agreements developed as part of the Quality system and to participate in the development and refinement of those procedures.

The parties acknowledge the need to be committed, to work co-operatively to ensure the systematic improvement in the quality of products, processes and services in order to maintain competitiveness.

25. TECHNOLOGICAL INNOVATION AND CHANGE

(i) The parties to this Agreement recognise and accept that the Company may take advantage of and implement changes to work practices, procedures and systems as a result of technological developments or innovative ideas that will improve efficiency, productivity, profitability and safety. In such circumstances, the company shall discuss with employee's proposed changes and arrange appropriate training.

(ii) Implementation of such technically based changes is seen as fundamental to remaining competitive.

26. DISPUTES AND GRIEVANCE PROCEDURE

It is recognised and agreed that procedures should be in place to avoid interruption to operations and to ensure a speedy resolution of grievances as they arise by direct discussion and negotiation of the parties involved.

In the event of a question, dispute or difficulty arising at a branch:

- (i) In the event of an individual or industrial dispute, the matter shall be raised, in the presence of the site Union delegate, with the respective supervisor who will investigate and respond to the matter promptly.
- (ii) If the matter is still unresolved it shall then be referred to Senior Management at South Coast Equipment at which stage local Union Officials will be in attendance.
- (iii) Failing a resolution the matter will be referred to an Industrial Relations Commission of NSW for determination of the matter.
- (iv) Work shall proceed normally while these procedures are followed and without prejudice to either party.

The individual employee shall have the right to nominate a person to represent their interest in any proceedings under this clause.

27. DISMISSAL

(i) The Company shall have the right to take the following action in respect to an employee in the event of breach of environmental responsibility, refusal of duty, unsafe acts or misconduct including acts of vehicle damage whilst at work:

- a) a verbal warning will be issued in the presence of a Union representative;
- b) further infringement will result in the issue of a written warning placing the individual on a period of notice of six months;
- c) further infringement will be followed by summary dismissal in the presence of a Union representative.

(ii) The Company has the right to summarily dismiss an employee without notice or payment thereof for:-

- (a) Theft of Company or client property;
- (b) Fighting;
- (c) Working under the influence of alcohol or drugs;
- (d) Serious Negligence.

In such cases wages will be paid up to the time of dismissal only.

28. DURATION OF AGREEMENT

This Agreement shall take effect from the date of registration and shall remain in force for a period of one (1) year.

29. RATES OF PAY

Rates of pay shall be as set out in Appendix "A".

30. PAYROLL DEDUCTIONS

The Company will make the necessary provisions available to all TWU members to make union subscriptions by way of payroll deductions.

31. SUPERANNUATION

The Company agrees to comply with the requirements of the Superannuation Guarantee legislation and will abide by the terms of the Transport Industry (State) Superannuation Award. In addition, employees will be invited to join the South Coast Equipment Superannuation Fund according to the terms of the Trust Deed.

32. CB RADIOS

All drivers agree to the use of CB radios as a matter of course to maintain contact with Company supervisors, BHP personnel and other drivers and operators as required to ensure continual operational efficiency.

33. DURESS

This Agreement was not entered into under duress by any party to it.

SIGNED for and on behalf of the
Transport Workers' Union of Australia
(N.S.W. Branch)



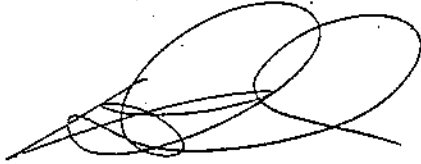
S.P. Hutchins

Date... 9/2/95



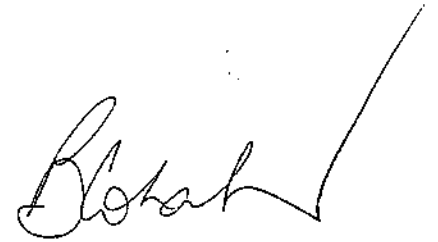
Witness.

SIGNED for and on behalf of
South Coast Equipment Pty Limited



Kevin J Rhodes

Date... 6/2/95



Witness.

SIGNED for and on behalf of the employees of
South Coast Equipment Pty Limited



Union Delegate

Date... 9. 2. 95



Witness.

APPENDIX "A"

CLASSIFICATIONS OF PAY

This schedule refers to Clause 27 of this Enterprise Agreement.

1. Rates of Pay

The following rates per week apply:

<u>Award</u> <u>Grading</u>	<u>Award</u> <u>Base Rate</u>	<u>Wage Rate + 4.5%</u> <u>1st Instalment</u> <u>payment effective</u> <u>November 11, 1993</u>	<u>Wage Rate + 1.5%</u> <u>2nd Instalment</u> <u>payment effective</u> <u>February 1, 1995</u>
Grade 1	\$388.40	\$405.88	\$411.71
Grade 2	\$402.00	\$420.09	\$426.12
Grade 3	\$411.40	\$429.91	\$436.08
Grade 4	\$419.60	\$438.48	\$444.77
Grade 5	\$440.70	\$460.53	\$467.14
Grade 6	\$446.00	\$466.07	\$472.76
Grade 7	\$462.10	\$482.89	\$489.82
Grade 8	\$494.90	\$517.17	\$524.59

2. Casuals

Casuals shall be paid at the rate specified above for the appropriate grade and, in addition, fifteen percent (15%) of such rate.

3. Retrospectivity/Backdating of Wages and Salary Payments

The rates of pay contained in this Appendix "A" this Agreement at the date of registration shall be paid the rate of pay in accordance with this Appendix "A" on and from November 11, 1993 and February 1, 1995 as shown in section 1 - Rates of Pay - of this Appendix "A" or the date of employment, whichever is the later.

4. Allowances

a. Day Allowance This allowance shall be paid to all employees required to work in BHP SPPD and is in recognition of their attendance at the job site no later than 15 minutes after designated work commencement time:-

	<u>\$ per day</u>
6 Wheelers	\$0.93
8 Wheelers	\$1.03
Trailers	nil

This amount is payable on the employee's normal rostered shift from Monday to Friday excluding Public Holidays, Sick days, Annual Leave, Flexileave, Long Service Leave and workers compensation.

b. Meal Money

(i) On any normal weekday when an employee is required to continue at work on overtime for more than two hours after the employee's ordinary ceasing time without having been notified 8 hours prior to that overtime, the employee shall be entitled to a meal allowance of

a) for operators not working onsite at BHP incl Steel, lime ex Marulan and slag to Maldon \$6.60

b) for operators working permanently onsite at BHP \$13.20

c. Dust Allowance Payable for working on the Lime Tanker and trailers carrying burnt lime and Soda Ash at the rate of \$0.48 per hour.

d. Obnoxious Material Allowance

Payable when working on the Sinter Trucks at the rate of \$0.60 per hour

e. Wide Load Allowance

Payable to float drivers when carrying a load which requires an RTA Overdimensional Permit at the rate of \$1.1269 per hour.

f. Shift Allowance Payable when working a designated shift whether permanent or casual:-

Afternoon shift	17.5%
Night Shift	30%

g. Excess Hours Allowance

a. When overtime work is necessary, it will wherever reasonably practical, be arranged that employees have at least eight consecutive hours off duty between the successive days. An allowance of \$11.90 will be paid for an overtime night shift only.

b. When overtime is worked, except night shift, in excess of thirteen (13) continuous hours an allowance of \$2.00 per hour will be paid for those hours in excess of 13 continuous hours.

c. An employee, during the ordinary working week commencing from night shift on Sunday and concluding on the commencement of night shift Friday, who, having worked for a continuous period amounting to twelve (12) hours or more from the time of commencing work, works sufficient additional shifts between the termination of a shift on one day and the commencement of a shift on the next day so that the employee has not had at least ten (10) consecutive hours off duty between those times will be released after the completion of the shift until the employee has had ten (10) consecutive hours off duty without the loss of pay.

In the event that an employee has not had ten (10) hours break, then an allowance will be paid equivalent to two (2) hours at his normal rate of pay.

h. First Aid Allowance Paid to employees appointed by the Company who have completed the St John's Ambulance First Aid Certificate and maintained its currency at the rate of \$8.20 per week.

APPENDIX "B"

**TWU 12 Hour Shift Roster for the Belt Press Filter
and Yallah Emplacement Projects**

This document is attached and consists of three pages.

12 HOUR SHIFT ROSTER FOR THE BELT PRESS FILTER & YALLAH EMPLACEMENT PROJECTS

1st April, 1994.

1.0 SCOPE

This agreement applies to TWU employees at the BHP - SPPD Sinter Plant Belt Press Filter Station & the Yallah Emplacement, engaged in 12 hour shiftwork.

2.0 PURPOSE

The purpose of this agreement is to specify the condition associated with the operation on the Belt Press Filter & the Yallah Emplacement Project. This agreement will also be an appendix to the TWU Enterprise Agreement

3.0 OPERATION

This agreement will be effective from the 13th April, 1994. This agreement will be reviewed at the same time as the TWU Enterprise Agreement.

4.0 CONTRACT OF EMPLOYMENT

4.1 Work Obligations

All employees that have been allocated to the Belt Press Filter operation or the Yallah Emplacement Project shall be engaged on a full time permanent basis (whether permanent or casual employees). Work will be continuous but may require different locations, if operational breakdowns/delays are incurred. During leave, permanent or casual employees may be required to be rostered on shiftwork to meet operation requirements.

All employees shall keep the belt press area clean by washing down as required to maintain the environment. All employees shall operate the dinosaur vehicle as to maintain operational requirements & services within their capabilities.

All employees shall maintain the cleanliness of the vehicles at all times & shall operate the vehicles in a manner that ensures their continued safety.

5.0 HOURS OF WORK

5.1 Each shift will be of 12 hours duration. ie. 6.00am to 6.00pm & 6.00pm to 6.00am.

5.2 The hours of start & finish may be altered by agreement between the Company, Union & the employees.

5.3 The time of taking crib breaks, whether during ordinary hours or overtime, shall so be staggered as to permit continuous operation.

6.0 CLASSIFICATIONS OF PAY

6.1 Allowances

- a. A day allowance of \$1.03 per shift to be paid for the Belt Press Filter only, whilst on site.
- b. A Cleaning & crib allowance of \$0.80 per hour shall apply to the Belt Press Filter personnel only & shall be paid whilst the belt press filter is operational. This allowance is based on high production. If the production levels drop considerably over a long term period, both parties shall renegotiate the payment of this allowance. The allowance shall be paid on all annual leave for the regular shift workers only.

6.2 Shift work

- a. All operators will work a 12 hour shift with the following penalty rates incorporated;
 - (i) All week day shifts will consist of 8 hours normal time, 2 hours at time & one half & 2 hours double time.
 - (ii) All Saturday shifts will consist of 2 hours at time & one half 10 hours at double time.
 - (iii) All Sundays shifts will be paid at double time.
- b. The shiftwork roster is as follows;

	W	T	F	S	S	M	T
Week 1	D	D	D	D	R	R	R
2	R	R	R	R	N	N	N
3	N	R	R	R	D	D	D
4	R	N	N	N	R	R	R

6.3 Flexi Leave

Flexi leave shall not be accrued within the 12 hour roster. Accumulated flexi leave prior to the 12 hour shift roster is to be attached on annual leave where possible.

7.0 PAY RATES

7.1 Public Holidays

All public holidays, when worked, will be paid at the rate of double time & one half for the first 8 hours & then double time for the remainder of the 12 hour shift.

Xmas day & Good Friday shall be paid at the rate of triple time for the first 8 hours worked & then penalty rates thereafter.

- 7.2 All public holidays, when rostered, will be paid at the rate of ordinary time for 8 hours only within the pay period.

7.3 Payment shall not be made to an employee absent without leave without reason on the working day prior or succeeding the public holiday. This must be supported by a doctors certificate.

7.4 Annual Leave.

- a. Each employee on annual leave will be entitled to 5 weeks annual leave per year of continuous service to the company. If the employee is employed less than one year, the annual leave entitlements will apply pro-rata.
- b. Annual leave pay will be based on the ordinary rates of pay as described in the Annual Leave Act 1944 of each operation at the beginning of the period in which annual leave is taken plus a loading of 20% for the 5 weeks.
- c. Only 38 hours per week will be deducted from the employee's annual leave.

7.5 Sick Leave

- a. Employees shall be entitled to 6.3 sick days (80 hours) per year with untaken sick leave accumulated so long as employment continues with the Company.
- b. Payment for a sick day shall be 12 hours at ordinary time.
- c. All sick notifications shall be made to the supervisor with 1 shifts notice where possible.
- d. A doctors certificate will be required for all sick leave of more than 2 days.

8.0 AGREEMENT

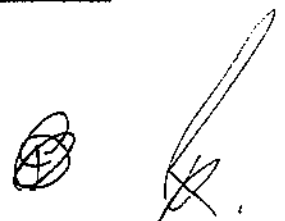
8.1 This agreement will be signed off by the Company & the Union Delegate & shall stand alone as a seperate agreement, but will be attached to the TWU Enterprise Agreement dated 3rd February, 1995.

Operations Manager

Witness

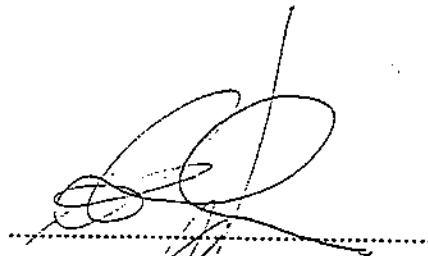
TWU Union Delegate

Witness

Handwritten signatures and initials, including a circular stamp and a long, thin signature.

Signed for and on behalf of
SOUTH COAST EQUIPMENT PTY.
LIMITED

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In the presence of

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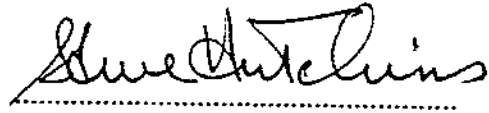
Signed for and on behalf of
TRANSPORT WORKERS UNION OF
AUSTRALIA, NEW SOUTH WALES
BRANCH

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Stephen Hutchins
Secretary/Treasurer

In the presence of

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