

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/204

TITLE: Daracon Group Transport Workers Enterprise Agreement 1999 - 2002

I.R.C. NO: IRC00/3131

DATE APPROVED/COMMENCEMENT: 19 July 2000

TERM: 32 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

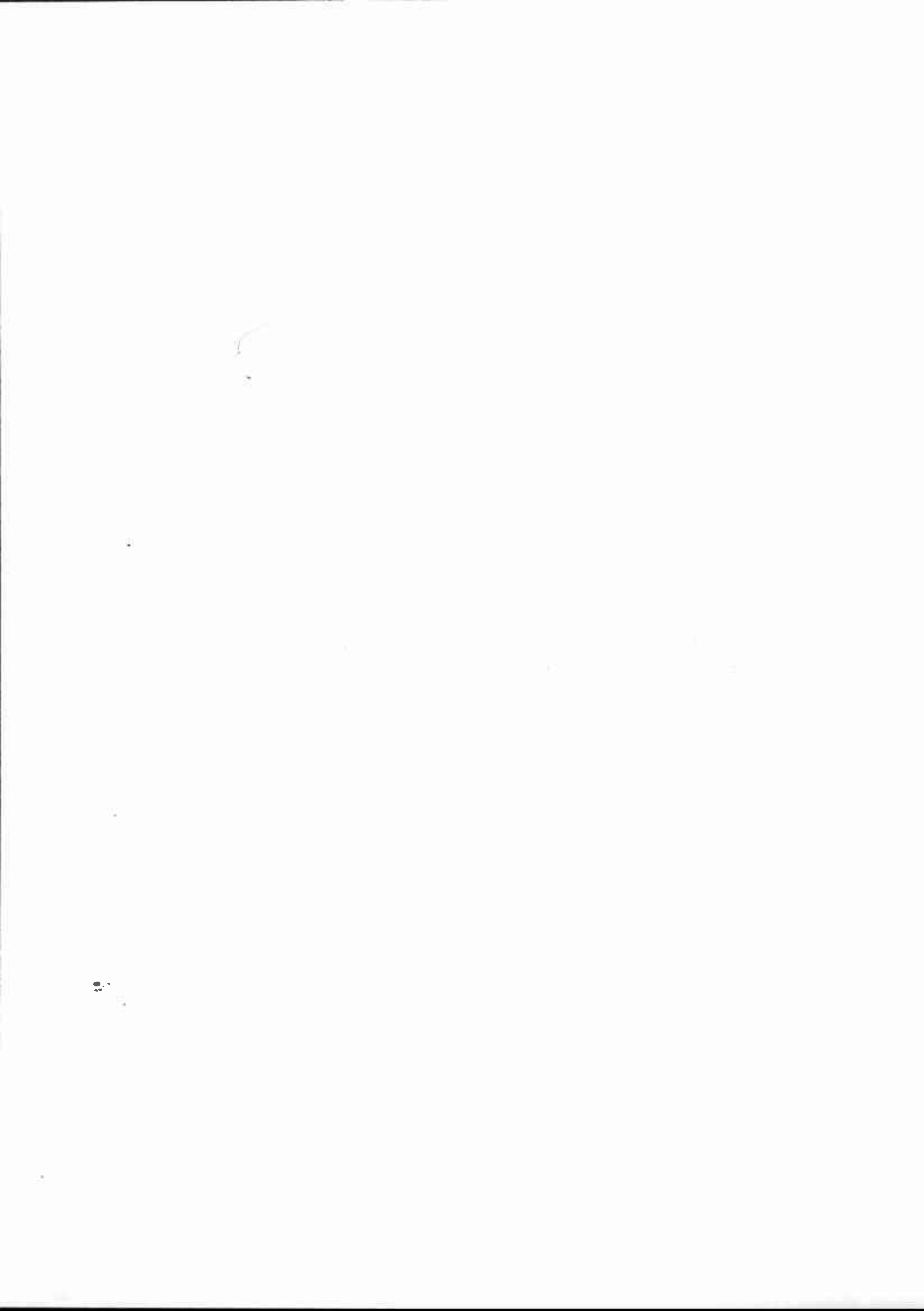
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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the company engaged as transport workers

PARTIES: Daracon Group -&- Transport Workers' Union of Australia, New South Wales Branch

Registered
Enterprise Agreement
Industrial Registrar



DARACON Group
TRANSPORT WORKERS
ENTERPRISE AGREEMENT
1999 - 2002

Between

DARACON ENGINEERING PTY LTD

and

THE TRANSPORT WORKERS' UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH



1. TITLE

This agreement shall be known as the **DARACON Group Transport Workers Enterprise Agreement 1999 – 2002.**

2. PARTIES BOUND

The parties to this agreement are:

- 2.1 Daracon Engineering Pty Ltd;
- 2.2 All employees of **DARACON Group**, whether members of the organisation of employees listed in this clause or not, who are engaged from time to time in any of the occupations or classifications provided for in this Enterprise Agreement;
- 2.3 The Transport Workers' Union of Australia, New South Wales Branch.

3. COMMITMENT AND OBJECTIVES

3.1 Commitment

The parties to this agreement are committed to ensuring:

- a) That the terms and conditions of this Agreement lead to real gains in productivity and workplace efficiencies without a reduction in health, safety, rehabilitation and environmental standards.
- b) The Grievance Procedures and Dispute Settlement Procedures over Safety issues provided for in this agreement are applied and enforced.

3.2 Objectives

The Parties have agreed to work together to develop a committed, flexible and skilled workforce that is focussed on high productivity and safe working conditions.

The Parties have also agreed to the following objectives: -

- a) Continue the development of effective management practices including site management, and the commitment to providing quality service at low cost in minimum time.
- b) Continue the development of career structures for all employees based on skills and competencies, enhancing the contribution they make to the Company's performance.
- c) The encouragement of innovative action and "international best practice".
- d) Provide the highest standards of occupational health and safety in all activities.
- e) Facilitate the elimination of lost time.
- f) Sustain viable levels of direct Company employment and utilise genuine casual and supplementary labour.
- g) Minimise the environmental impact during company operations through close co-operation with the client (such client including group projects).
- h) Maintain a dispute free workplace.
- i) To ensure that the Company has the flexibility to carry out any civil engineering and/or quarrying works regardless of the location or nature of the projects.

4. APPLICATION

- 4.1 This agreement shall apply to workplaces of the company with respect to all employees of the company engaged within the scope of the *Transport Industry Quarried Materials (State) Award*, hereinafter called the Quarried Materials Award, *The Transport Industry + Mixed Enterprises (State) Award*, hereinafter called the Mixed Enterprises Award.
- 4.2 The provisions of the above Awards or any award replacing those awards shall apply where this Agreement is silent or where indicated by this agreement.
- 4.3 Where the provisions of the parent Awards and this Agreement are inconsistent, then to the extent of such inconsistency this Agreement shall apply.

5. PERIOD OF OPERATION

This Agreement shall operate from the first pay period to commence on or after 20th September 1999 and shall remain in force until 30th June 2002.

6. CONTRACT OF EMPLOYMENT

- 6.1 The Company shall be entitled to engage an employee on probation for a period of six (6) weeks, provided the employee is advised at the time of engagement of such probationary period.
- 6.2 A casual employee is one engaged and paid as such. Termination of employment of a casual shall be by one day's notice by either party or by the payment or forfeiture thereof.
- 6.3 It is a term and condition of employment, and of the obligations and rights occurring under this Agreement, that an employee shall: -
- a) Be available, and willing to perform such work, (including shift work), as shall reasonably be required on the days and during the hours necessary to best meet the Company's contractual obligations;
 - b) Comply with any request of the Company to work a reasonable amount of overtime in excess of ordinary hours;
 - c) Recognise and comply with the right of the Company to have an appropriate number and mix of classifications and skills during any hours of work;
 - d) Properly use all appropriate protective clothing and equipment provided by the Company for specified circumstances;
 - e) Use any technology and perform any duties that are within the limits of the employee's skill, competence and training, and can safely be performed;
 - f) Accept that termination of employment will be based on job requirements and a combination of skills and seniority. The principle of "last on - first off" will not be the exclusive consideration;
 - g) Adhere to the designated start and finish times for all work periods, including meal breaks;
 - h) Maintain a commitment to, and comply with, the Company's directions (*consistent with the objectives of this agreement*) with respect to safety, quality and environmental responsibility.

7. SKILL LEVEL STRUCTURE

- 7.1 Upon registration of this agreement all employees respondent to this agreement will be translated to the skill level structure as set out in **APPENDIX B**.
- 7.2 No employee shall suffer a reduction in net wages due to the application of this clause.



8. HOURS

- 8.1 The ordinary hours of work, exclusive of meal breaks, under this agreement shall not exceed 38 hours per week, worked eight hours per day Monday to Friday (inclusive of the RDO accrual) between the hours of 6.00am and 6.00pm.
- 8.1.1 Start and finish times shall be determined by management to address the differing operational requirements within the group as well as enterprise arrangements of other contractors and suppliers;
- 8.1.2 Employees shall be afforded a minimum of eight (8) hours work each weekday with time worked outside the ordinary spread of hours, as determined in 8.1 of this clause, being paid at overtime rates. Ordinary time paid at overtime rates shall count for ordinary hours for accrual purposes for RDO's and other leave;
- 8.1.3 Overtime shall be paid to all employees at the rate of time and one half for the first two (2) hours and double time thereafter;
- 8.1.4 An employee required to work on a Saturday shall be paid at the rate of time and one half for the first two hours and double time thereafter with a minimum payment of four (4) hours at the appropriate rate of pay whether the time is worked or not.
- 8.1.5 An employee required to work on a Sunday shall be paid at the rate of double time for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the time is worked or not;
- 8.1.6 An employee recalled to work shall be guaranteed and shall be paid for at least four hour's work for each start at the appropriate rate of pay. This clause shall not apply to an employee called upon to work before the normal spread of hours prescribed in sub-clause 8.1.2;
- 8.1.7 For the purposes of the computation of overtime, each day shall stand alone;
- 8.2 The parties agree that a key element in gaining increased productivity is that employees start and finish at the times designated.
- 8.3 The parties agree that client requirements, irrespective of whether within the Group or otherwise, are of primary consideration. It is a condition of the implementation of this agreement that employees shall comply with the reasonable requirements of the employer as to working overtime, including Saturdays. The parties have agreed to develop and implement guidelines, via the employee Consultative Committee, to enable the company to react quickly and fairly to the short lead times created by client demands while acknowledging employee requests. In any event, employees not available for weekend shifts are to advise management of such unavailability by the end of the normal shift on Wednesday prior to that weekend.
- 8.4 In the interests of health and safety, employees required to work for a continuous period of twelve (12) hours or more from the time of commencing work shall receive a break of at least nine (9) continuous hours, exclusive of travel, before resuming work. If, *on the instructions of the employer*, an employee resumes or continues work without having had nine (9) consecutive hours off duty (exclusive of travel) after working such twelve (12) hours or more from the time of commencing work they shall be paid at double time rates until they are released from duty.
- 8.5 An employee required to work overtime beyond the spread of hours (6.00pm) on any weekday after having worked at least ten (10) hours shall be paid a meal allowance in accordance with the amount specified in **Item 3.1 of Appendix A** of this agreement.

8. HOURS (Cont.)

- 8.6 Regulations in NSW restrict the hours of driving of vehicles, meaning the Company must not allow an employee to drive a vehicle if the regulations would be breached.
- 8.6.1 An employee must not drive for more than five (5) hours continuously without having a minimum of half an hour rest;
- 8.6.2 An employee shall not work, and the employer shall not require an employee to work more than the hours prescribed in the Motor Traffic Regulations;
- 8.7 The provisions of this clause shall operate in lieu of the relevant parent award provisions pertaining to this clause.

9. CLASSIFICATION DISPUTES

It is recognised that, from time to time, disputes may arise as to the proper classification of an employee. Should a dispute as to the proper classification or reclassification arise then the following procedure shall be adopted:

- 9.1 The Employee shall have the right to have such a grievance referred to senior Management and the Consultative Committee members.
- 9.2 In determining the appropriate classification of an employee the Company shall pay due regard to:
- 9.2.1 The nature and skill requirements of the position to be filled,
- 9.2.2 The skill level and certification of the employee,
- 9.2.3 The experience and qualifications of the employee in
- i) Relevant indicative tasks nominated for the skill level, and/or
 - ii) Fields of work against which an employee is accredited.

10. PAY ENTITLEMENTS

10.1 Base Pay

The parties endorse the new skill level structure as shown in the attached Table of Wage Rates – **Appendix B**.

Except where otherwise provided in this agreement these rates of pay shall be inclusive of the special rates and margins provided for in the parent Award(s).

10.2 Additional Increases

In recognition of the productivity gains, which have been and will continue to be introduced, the following increases will be available to all employees respondent to the agreement:

- 10.2.1 A wage increase of 1.5% on the current EBA Agreement or relevant award, whichever is the higher, shall be paid on registration of this agreement. (See **Appendix A**).
- 10.2.2 A further five (5) instalments of 1.5% on the hourly rate in accordance with the Table of Wage Rates attached at **Appendix A**.
- 10.2.3 The increases are fixed for the duration of the Agreement and shall be in lieu of any general increases or other award wage increases awarded by the Industrial Relations Commission. Increases shall be paid at not less than six (6) monthly intervals subject to the objectives of this agreement being achieved. (See **Appendix A**).

10.3 Mixed Functions

An employee required by the employer to work for less than two (2) hours during a day or shift on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked. When required to work for more than two (2) hours during a day or shift on such work the employee shall be paid as for a whole day's work or shift.

10. PAY ENTITLEMENTS (Cont.)

10.4 Fares and Travelling

10.4.1 An employee required by the employer to start work at a place other than the agreed yard or depot shall be in attendance at such place at the time stipulated by the employer ready to commence work. However, for all time reasonably spent in reaching such place in excess of the time normally spent in travelling from his home to work the employee shall be paid travelling time at ordinary time rates (*including Sundays and holidays*) for such excess travelling time.

In addition such employee shall be paid any fares reasonably incurred in excess of those normally incurred in travelling between his home and work. Where an employee uses his/her own vehicle he/she shall be paid for the kilometres in excess of those normally incurred in travelling between his home and work in accordance with the amount specified in **Item 4.1 of Appendix A** of this agreement.

10.4.2 Where an employee is not notified by the employer the day before of a transfer the employer shall be required, if requested by the employee, to return him to the point from which he was transferred by time of cessation of work, provided that this shall only apply on the first day of transfer.

10.4.3 If employees are transferred to another job at their own request they shall not be entitled to fares or other allowances under this clause.

10.5 Living Away From Home

An employee shall be entitled to the provisions of this clause when employed on a job or construction work at such a distance from his/her usual place of residence that he/she cannot reasonably return to that place each night.

10.5.1 The employee shall provide a declaration on the appropriate form that;

10.5.1.1 he/she maintains a usual place of residence and the address thereof,

10.5.1.2 he/she was required to live away from the usual place of residence,

10.5.1.3 the address at which he /she actually resided while living away from home.

10.5.2 Where an employee qualifies under 10.5 and 10.5.1 above, the Company shall pay an amount based on either;

10.5.2.1 the actual amount of expenditure on accommodation and meals (being a reasonable amount to cover the additional cost of food)

10.5.2.2 the amount specified in **Item 5.1 of Appendix A** of this agreement per week of seven (7) days. This allowance will be comparable with company standards.

10.5.3 An employee who qualifies under 10.5 and 10.5.1 above shall,

10.5.3.1 for the time spent travelling from the usual place of residence to the distant job, be paid at ordinary rates of pay (except for Sundays and holidays when the rate shall be time and one-half);

10.5.3.2 where required to use his/her own vehicle, be paid the allowances applicable in **Item 4.1 of Appendix A** of this agreement per klm for the distance travelled each way in excess of such 50 klm from the depot or the employee's residence, whichever is the lesser.

10.5.3.3 where required to leave the vehicle on site appropriate transport will be provided to enable travel from his/her accommodation to site and to return to his usual place of residence.

10.5.4 The parties acknowledge that employees will not be financially disadvantaged but the Company's competitiveness and utilisation of its existing workforce are determining factors in the implementation of this clause.

10.5.5 The provisions of this clause are in lieu of the Living Away from Home clauses of the relevant parent awards.

10. PAY ENTITLEMENTS (Cont.)

10.6 Overnight Allowance

Employees engaged on work which precludes them from reaching their home at night and are required to utilise the sleeper cabs will be paid an overnight allowance of \$45.00 per night. Motel accommodation will only be provided in special circumstances or in extended periods away and will need approval from management.

11. MEASURES TO ACHIEVE GAINS

11.1 Rostered Days Off

In respect of the rostered day off it is agreed: -

11.1.1 The prescribed industry R.D.O. may be worked where required by the employer to maintain the company's competitiveness, particularly where completion penalties apply. Work on a rostered day shall be regarded as ordinary time where agreement to work that day has been reached.

11.1.2 To include provision for the deferral and accumulation of up to five (5) rostered days in a twelve (12) month period.

11.1.3 To include provision for the deferral and accumulation of up to five (5) rostered days in a twelve (12) month period.

11.1.4 That all "banked" R.D.O.'s must be taken within twelve (12) months of the date of their accrual.

11.1.5 Where the Company requires and the employees agree as in 11.1.1 above, an alternative ordinary day shall be substituted for the Industry Day Off. Where practicable that day will be a similar circumstance as the day substituted.

11.1.6 Where an employee requests and the Company agrees, an employee may be paid out for up to five (5) "banked" R.D.O.'s at ordinary time rates.

11.1.7 The parties have agreed to develop and implement guidelines to enable the company to react quickly and fairly to the short lead times created by client demands while acknowledging employee requests. In any event, employees are to advise management of their unavailability to work the RDO by the end of the normal shift on Wednesday prior to that weekend.

11.2 Provision of Tools and Equipment

The company will provide and maintain the tools necessary to perform the driver's duties. Tools are to be issued to the individual and entrusted into his/her care control.

A joint management and consultative committee meeting shall determine and monitor, on an ongoing basis, the type and number of tools to be issued.

Acknowledgement of receipt of such items is referenced in Appendix C.

11.3 Vehicle Servicing

Employees required by the company to wash and grease the vehicle allocated to their control shall in lieu of the overtime provisions be paid a weekly allowance equivalent to four (4) hours at ordinary rates of pay.

11.4 Training

11.4.1 The parties to this Agreement recognise that in order to increase the productivity and efficiency of the Company a continuing commitment to training and skill development is essential.

11.4.2 To this end a skill and job competency database will be developed to enable all employees to acquire and develop a much wider skill base.

11.4.3 Skill development will be provided in the most appropriate way, through accredited external, in-house training and on-the-job instruction.

11.4.4 Where relevant training is required of the employee by the employer out of ordinary working hours such time will be paid at ordinary rates of pay, agreed by the parties to be the industry standard.

11. MEASURES TO ACHIEVE GAINS

11.5 Absenteeism/Sick Leave

- 11.5.1 The parties agree that all efforts shall be taken to minimise absenteeism. This commitment recognises that sick leave is a protection against loss of earnings because of absence due to illness or injury, and is not to be used for any other purpose. Employees abusing this policy will be subject to disciplinary action.
- 11.5.2 An employee, other than a casual employee, who is absent from work on account of personal illness or on account of injury (other than when covered by Workers' Compensation) shall be entitled to paid sick leave in the first week of any absence subject to the following conditions: -
- 11.5.2.1 An employee shall, as far as practical, before the commencement of such absence inform the supervisor of their inability to attend for duty, the nature of such illness or injury and the anticipated period of the absence;
- 11.5.2.2 In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one (1) day only shall, if the employee has in the current sick leave year been allowed paid sick leave on two (2) occasions, not be entitled to payment for the day unless he/she produces a certificate from a qualified medical practitioner stating the employee was unable to attend for duty on account of illness or injury.
- 11.5.2.3 An employee shall not be entitled in any one year of continuous employment to sick pay for more than eight (8) ordinary working days.
- 11.5.2.4 The rights under sub clause 11.5.2.3 shall accumulate from year to year so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continuous employment.

11.6 Supplementary Labour

It is recognised by the parties that it may be in the best interests of the company to cover short-term labour shortages by other than direct full time employment.

- 11.6.1 The parties agree that it is not the company's intent to erode job security, earnings or conditions of employees by the use of supplementary labour. Accordingly, the parties agree to the use of supplementary labour to:
- ⇒ Supplement normal operations,
 - ⇒ Perform specialised work or services,
- For the purposes of this agreement supplementary labour shall mean the use of casuals, subcontractors and bonafide labour hire companies.
- 11.6.2 Where supplementary labour is engaged, those persons will receive no less than the applicable rate of pay Daracon employees would receive for the relevant classification of work in which the supplementary labour is engaged.

11.7 Electronic Transfer of Wages

- 11.7.1 Daracon Engineering Pty Ltd shall maintain all of its employees on the "Electronic Funds Transfer" (EFT) system, as is currently the case.
- 11.7.2 All efforts will be made by the Company to ensure that itemised pay slips be made available to employees within 24 hours of the due pay date.
- 11.7.3 The Company will make facilities available for the weekly deduction of union dues by written authorisation of the employee(s), with such deduction being remitted on a monthly basis.

11. MEASURES TO ACHIEVE GAINS (Cont.)

11.8 Dispute Avoidance & Settlement Procedure

The parties recognise that one of the aims of the Agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. *The most effective procedure is for the responsibility for resolution to remain as close to the source of the dispute as possible.* To this end the following processes are agreed:

- 11.8.1 An employee is to present the details of any matter, problem or dispute directly connected with employment to their immediate supervisor.
Once notified of the problem the supervisor has an obligation to address the problem as soon as possible, or advise of how it is to be addressed by the Company utilising the **Industrial Incident Report** as in Attachment 1.
- 11.8.2 If the claim or response is not satisfactorily resolved at site level the matter is to be referred by the employee to the company management and/or a member of the consultative committee who will attempt to resolve the matter. If not resolved at this level the matter will be referred to a full-time union official who will meet with company senior management. Alternatively, the Human Resources Manager may convene a conference with the aim of resolving the dispute through discussion or a series of discussions where Union and Management representatives can review all of the circumstances.
- 11.8.3 If the matter remains unresolved the parties shall retain the right to refer the dispute to the NSW Industrial Commission. All parties, subject to legal rights of appeal shall accept the Commission's decision.
- 11.8.4 Whilst this procedure is being followed normal work shall continue so as to ensure the employees do not lose income and the Company maintains productivity.

11.9 Demarcation Disputes

All parties agree to the Demarcation Settlement Procedures of this clause. It is agreed that demarcation disputes will be resolved in accordance with national demarcation agreements between unions involved. If one or more of the unions involved in a demarcation dispute is not a party to a national demarcation agreement then the dispute will be resolved in accordance with the ACTU demarcation dispute procedure.

In all demarcation disputes the union(s) shall:

- 11.9.1 Maintain the genuine status quo that existed prior to the dispute. [*The genuine status quo shall be the way the work had been allocated by the employer prior to the dispute.*]
- 11.9.2 Ensure that no stoppage of work or other forms of industrial action shall be taken until there has been proper negotiations between the unions concerned.

11. MEASURES TO ACHIEVE GAINS (Cont.)

11.10 Procedure for Settling Disagreements over Safety Issues

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and the workers will use any alternate safe access to such working areas while the usual access is being rectified.

Should the whole project be in dispute on the basis that the whole project is thought to be unsafe the following procedures shall apply: -

- 11.10.1 Employees shall not leave the site but shall remain in a safe area.
- 11.10.2 Immediate inspections of the disputed areas involving both the Company and employee safety representatives shall take place in the order of priority nominated by the Company. These inspections shall identify what safety rectification needs to take place in the disputed areas.
- 11.10.3 On verifying that rectification has been completed productive work shall resume. Such resumption of work shall take place in stages as each area has been cleared.
- 11.10.4 No employee will be required to work in any area where there is a genuine fear of risk of injury.
- 11.10.5 When a driver reports a vehicle defect in the Motor Vehicle Status Report book as required by law, the Company will ensure that a properly qualified individual attends to such defects.
The person attending to the said defect will record the corrective action taken and whether or not the vehicle is roadworthy.
Should the Company fail to adequately attend to reported defects the driver, while having the right to refuse to drive such a vehicle, shall in the first instance abide by the procedures of this clause.
- 11.10.6 The parties to this Agreement recognise that rectification of safety hazards will be a priority.
- 11.10.7 Any disagreements between the company, the employee representatives and/or the union shall be determined by the recommendation of a Workcover Inspector. Providing that the company may utilise the services of their nominated risk management advisor in such disagreement.

11.11 Quality and Environmental Compliance

By adopting the correct attitude and approach to the quality and environmental aspects of all activities, the Company will be able to deliver to our clients a product fit for its intended purpose and to the minimum specified quality and environment standards.

DARACON Group has comprehensive systems in place to manage the quality and environmental aspects of all activities that are critical to our success. We are currently accredited with QAS for both Environmental Management ISO 14001 and Quality Management Systems ISO 9002. The involvement of all employees in complying with **DARACON Group** work methods is essential to its success and does provide an important measure in the assessment of the productivity and efficiency improvements of the employees.

11.11 Quality and Environmental Compliance (Cont)

Our competitive advantage can only be maintained through the participation of all employees and management in continual improvement of our work practices. The parties agree that all employees of DARACON Group will be required to commit themselves to working with management in the application of our Environmental and Quality Management systems as part of the Enterprise Agreement.

11.12 Occupational Health and Safety (OHS&R)

DARACON Group is totally committed to the ongoing management and improvement of its OHS&R policies and programs. The company requires every employee to be equally committed and involved in the maintenance of these policies and their own safety. OH&S will be one of the criteria in the measurement of the productivity and efficiency gains expected to be generated by this Agreement.

All employees will be required by company policy to undergo training and awareness of safety methods, procedures and practices that will be implemented over the life of this agreement.

Where an employee is instructed to perform a task and the employee considers that they are not adequately experienced to perform that task then the employee is required to notify their supervisor immediately and not attempt such task. This requirement is to ensure employee's safety and no employee will be disadvantaged as a result of not carrying out the task.

No employee is expected to operate any machine/vehicle, or undertake any procedure that the employee reasonably considers being unsafe. Employees able to identify problems concerning such plant or procedure are to notify their immediate supervisor and make an entry into the appropriate status book or the Hazard Inspection Report so rectification can be made.

12. DISCIPLINARY POLICY

12.1 Objectives

The parties agree that a clear and effective discipline policy is fundamental in achieving productivity gains, a safe working environment and sound industrial relations. Disciplinary action is seen by the parties to be necessary only where initial counselling of the employee has been unsuccessful.

The parties to this agreement agree that the following disciplinary procedure is to be applied in the event of an employee's unacceptable work performance and/or behaviour.

12.1.1 Stage 1 - Counselling

In the first instance the supervisor will attempt to establish the reasons behind the inappropriate behaviour and provide appropriate counselling. Where an employee is experiencing some trauma the supervisor will refer the employee to the relevant manager who, in conjunction with the Human Resources Manager, will determine the appropriate assistance.

12. DISCIPLINARY POLICY (Cont.)

12.1.2 Stage 2 - First Warning

Where unacceptable work performance or behaviour continues, the employee will be given a formal written warning by management after having clearly indicated to the employee: -

- (a) What is expected and required;
- (b) Where and how the required standards have not been met;
- (c) What must be done to reach the required standard;
- (d) The consequences of the employee's failure to improve as required.

This warning may be in the presence of the employee's representative and one other member of management. In the event that there is no repetition of the same misdemeanour for a period of six (6) months, the warning will lapse.

12.1.3 Stage 3 - Final Warning

Where the same or similar behaviour continues, a final warning shall be issued in writing to the employee. This final warning is to be in the presence of the employee's representative and one other member of management and will state that unless the employee's behaviour improves his services will be terminated.

A copy of this final warning shall be handed to the employee, his representative and a copy retained on the employee's file.

After a reasonable period (say 12 months) the parties may confer and revoke the final warning.

12.1.4 Termination

Where the same or similar behaviour is repeated the employee's services shall be terminated in the presence of the employee's representative and one other member of management.

12.2 Instant Dismissal

Nothing contained above shall inhibit the Company, in cases of wilful and/or serious misconduct or conduct, which endangers the safety of any employee or a member of the public, from immediate termination of employment.

12.3 Repetition of Misdemeanours after Lapses of Warnings

Where an employee's first warning has lapsed and there is a repetition of the same misdemeanour within a period of four (4) months then the employee will be placed on a first warning.

Where an employee's final warning has lapsed and there is a repetition of the of the same misdemeanour within a period of six (6) months then the employee will again be placed on a final warning.

Should the occasion arise where an employee, through his/her actions, indicates a failure to improve their performance and is abusing the warning system the parties shall confer and review the use of ongoing warnings.

12. DISCIPLINARY POLICY (Cont.)

12.4 Degrees of Discipline

The parties agree that appropriate discipline must be actioned for each misdemeanour. The different circumstances of each case make it impossible to generalise about appropriate action.

The following guidelines are listed as a guide :-

Category 1

- 1.1 Absenteeism
- 1.2 Inefficiency and / or poor performance
- 1.3 Poor timekeeping
- 1.4 Minor breach of safety regulation
- 1.5 Leave workplace without permission.

Appropriate Discipline

Work through stages of discipline.

Category 2

- 2.1 Negligence
- 2.2 Major breach of safety regulations

Appropriate Discipline

May be necessary to by-pass counselling stage and give formal warning to the employee. Depending on the severity of the incident a stage 1 or 2 warning may be appropriate.

Category 3

- 3.1 Possession or unauthorised consumption of alcohol on the job
- 3.2 Possession or consumption of prohibited drugs on the job
- 3.3 Deliberate damage to company property and personal property
- 3.4 Falsifying timesheets or medical certificates
- 3.5 Fighting or abuse of workmate or supervisor.
- 3.6 Serious abuse of safety regulations.

Appropriate Discipline

May be necessary to summarily dismiss the employee in the presence of the employee's representative and the appropriate manager.

Where mitigating circumstances exist it may be appropriate to give a final warning or to terminate the employee's contract with due notice.

13. SUPERANNUATION

Each employee will have a pro-rata contribution of \$40.00 per week paid into an agreed superannuation fund on his or her behalf. Should the Superannuation Guarantee Contribution (currently 7%) exceed this amount, then the greater contribution shall apply.

Casual and supplementary employees shall have a pro-rata daily [based on Monday to Friday] contribution paid at the rate of \$8.00 per day paid on their behalf.

Contributions will not be made for days for which no payment has been made to the employee.

14. REDUNDANCY

14.1 It is a term of this agreement that the company will not be required to contribute to a Redundancy Fund to meet the Company's responsibility under the Award unless contrary to Legislation.

14.2 The parties accept the principle that length of service will not be the exclusive consideration, but one of a range of factors to be considered. This includes the skills and efficiency of workers, the required skills available within the existing workforce, and changes in the operational direction of the business.

15. 24 HOUR INCOME PROTECTION INSURANCE

15.1 It is a term of the agreement that as soon as practicable after signing of the agreement the company will provide Top-Up Worker's Compensation Insurance and 24 hour Income Protection Insurance with "Safety Net" with a waiting period of 14 days, or an agreed provider at an agreed level.

15.2 Employees will not receive pay for public holidays while receiving full workers compensation benefits.

16. ALCOHOL AND DRUGS POLICY

The Company, by way of this Drug and Alcohol Policy, aims to raise the awareness of its employees, associates and the general public to the dangers and risks of Drugs and Alcohol usage in the workplace.

Both parties are extremely conscious of the health and safety of employees, associates and the public. We respect the right of each individual to work in an environment that promotes a workplace free from unnecessary added danger and risk that may be as a result of drug and alcohol usage. Therefore, to maintain the image and high standard of professionalism, the parties to this agreement demand that the workplace remain drug and alcohol free.

Each employee will be held accountable for any breach of this policy. The company by enforcing this policy will not only ensure the safety of all but will maintain high levels of productivity, efficiency and quality.

The disciplinary procedure for breach of this policy shall be as per Clause 12 of this agreement.

17. NON SMOKING POLICY

The parties recognise that ETS (Environmental Tobacco Smoke) is a major contaminant and a non-smoking policy will be developed in consultation with the Consultative Committee. The policy will facilitate the company's obligation to provide a safe place of work.

18. NO EXTRA CLAIMS

Apart from the arrangements, terms and conditions specified in this agreement, employees and the Union undertake that no further claims will be made upon the Company in respect of any matter within the scope of this agreement during the currency of this Agreement and for such period thereafter as the Agreement may continue in force.

The parties agree that should circumstances change that are contrary to the intentions of this agreement, then nothing in the agreement will prevent the parties from conferring prior to its expiration.

Within three (3) months of expiration of the agreement the parties will meet to discuss renewal of the agreement.

19. ENTERPRISE AGREEMENTS

The Parties recognise that on some projects, enterprise arrangements of other contractors will need to be considered to allow efficient project delivery.

Where such arrangements exist, the parties will confer and by agreement implement changes deemed necessary.

20. PRODUCTIVITY ALLOWANCE

The allowance as set out in Appendix D shall be applicable for all hours worked on-site. The parties agree that this clause is intended to recognise the 6-wheelers and water carts that are basically working the majority of their time on hire to the site. The parties also agree that this clause does not apply to off-site or purely incidental activities such as delivery of site materials, products or couriers.

Where a higher allowance has been fixed through a certified agreement with the head contractor then such higher productivity allowance shall be applicable for all hours worked on-site. Such allowance will be paid in lieu of any special rates provided by the parent award(s), and shall be offset against any higher project productivity allowance or site agreement. The productivity allowance payable in accordance with Appendix D will be in accordance with the company's contract value on commencement of the project.

21. SIGNATURES OF THE PARTIES

[Signature] Witnessed By [Signature]
[Signature] [Signature]

Signed for and on behalf of the
TRANSPORT WORKERS' UNION

[Signature] Witnessed By Blindgren
[Signature] [Signature]

Signed for and on behalf of
Daracon Engineering Pty Ltd

Signatures of DARACON Group Consultative Committee Members

J. Harding
[Signature]

[Signature] Witnessed By Blindgren
[Signature] [Signature]

APPENDIX A

1. Monetary Rates

DARACON CLASSIFICATION	Base Rate For EBA	Payment 1 22-Sept-99	Payment 2 22-Mar-00	Payment 3 22-Sept-00	Payment 4 22-Mar-01	Payment 5 22-Sept-01	Payment 6 22-Mar-02
Transport Worker - TW1	\$11.9895	\$12.1693	\$12.3518	\$12.5370	\$12.7251	\$12.9160	\$13.1097
Transport Worker - TW2	\$12.7000	\$12.8905	\$13.0838	\$13.2800	\$13.4792	\$13.6814	\$13.8866
Transport Worker - TW3	\$12.9526	\$13.1469	\$13.3441	\$13.5442	\$13.7474	\$13.9536	\$14.1629
Transport Worker - TW4							
- Base Rate	\$14.6290	\$14.8484	\$15.0711	\$15.2971	\$15.5265	\$15.7594	\$15.9958
- 47.5tonne	\$15.0979	\$15.3173	\$15.5400	\$15.7660	\$16.0091	\$16.2420	\$16.4926
Transport Worker - TW5	\$15.4132	\$15.6443	\$15.8790	\$16.1172	\$16.3590	\$16.6044	\$16.8535
Transport Worker - TW6	\$16.4263	\$16.6727	\$16.9228	\$17.1766	\$17.4342	\$17.6957	\$17.9611

2. Allowances

- 2.1 HIAB Allowance **\$20.61** per week for all purposes.
- 2.2 Fuel Delivery Responsibility Allowance: **\$5.00** per day for each day of responsibility.
- 2.3 An allowance payable for all purposes of the EBA shall be paid for every **2 tonnes** or part thereof added to the aggregate mass of 45 tonnes. [i.e. **\$0.2344** per every 2 tonnes or part thereof].
The Allowance (indexed annually at 3%) will be as follows:
From commencement of the EBA 22nd September 1999 **\$8.91**
From the first pay period after 22nd September 2000 **\$9.17**
From the first pay period after 22nd September 2001 **\$9.44**

3. Reimbursement-type Allowances

- 3.1 Meals **\$7.65** per meal

4. Use of Own Vehicle

- 4.1 Rate per Kilometre **\$0.65**

5. Living Away From Home Allowance

- 5.1 Weekly Allowance **\$273.20** per week of 7 days
- 5.2 Daily **\$39.00** per night

APPENDIX B

GRADING DEFINITIONS	DARACON CLASSIFICATION
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Employees appointed to the following grades can be required to perform those functions for which they are skilled:

<p>TRANSPORT WORKER - GRADE 1 Trainee, yardman, occasional driving of vehicle where Class 1A driving licence is required;</p>	<p>TW 1</p>
<p>TRANSPORT WORKER - GRADE 2 Driver of two (2) axle rigid vehicle with GVM over 4.5 tonnes; Fuel Delivery Driver.</p>	<p>TW 2</p>
<p>TRANSPORT WORKER - GRADE 3 Driver of three (3) axle rigid vehicle; Driver Fuel Delivery Truck as appointed with appropriate RPE.</p>	<p>TW 3</p>
<p>TRANSPORT WORKER - GRADE 4 Driver of articulated vehicle with a total of five (5) or six (6) axles; Driver of rigid vehicle-trailer combinations with a total of five (5), six (6) or seven (7) axles.</p>	<p>TW 4</p>
<p>TRANSPORT WORKER - GRADE 5 Driver of heavy haulage engaged in the transportation of plant and equipment, including wide loads.</p>	<p>TW 5</p>
<p>TRANSPORT WORKER - GRADE 6 Driver of heavy haulage engaged in the transportation of plant and equipment using a "dolly", including wide loads;</p>	<p>TW 6</p>

APPENDIX D

PRODUCTIVITY ALLOWANCES

• Building Construction Projects;	• Civil Works
• \$2.00 per hour.	Contract Value • Less than \$6M Nil • More than \$6M \$0.75 per hour

