

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/312

**TITLE:** South Coast Equipment Pty Limited TWU Enterprise Agreement 2005

**I.R.C. NO:** IRC5/4363

**DATE APPROVED/COMMENCEMENT:** 19 September 2005/15 May 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/190.

**GAZETTAL REFERENCE:** 16 December 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by South Coast Equipment Pty Limited as drivers, located at Master Road, Mount St. Thomas plant,

**PARTIES:** South Coast Equipment Pty Limited -&- the Transport Workers' Union of New South Wales

# **SOUTH COAST EQUIPMENT PTY LIMITED TWU ENTERPRISE AGREEMENT 2005**

## **1. Title**

This Agreement shall be known as the South Coast Equipment Pty. Limited TWU Enterprise Agreement 2005 ("the Agreement").

## **2. Arrangement**

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## **3. Application**

This Agreement shall apply at the operations of South Coast Equipment Pty Ltd at:

- (a) Masters Road Mount St. Thomas,

- (b) BHP SPPD material handling sites at Port Kembla,
- (c) the emplacement of waste materials at BHP and other industrial sites,
- (d) the excavation and removals of materials on public and private sites,
- (e) the servicing, repair and maintenance of vehicles and equipment.
- (f) any other location that the Employees are required to perform duties associated with their contract of employment.

#### **4. Parties Bound**

The parties to this Agreement are:

- (a) South Coast Equipment Pty Limited A.C.N. 000 526 769 (the "Employer")
- (b) All employees of the Employer whether members of the organisations of employees listed in subclause (c) hereof or not (the "Employees").
- (c) The organisations that are entitled to represent the employees defined in (b), namely the Transport Workers Union of Australia; (NSW Branch) (the "Union").

#### **5. Date and Period of Operation**

This Agreement shall operate from the 15th May 2005 and shall remain in force for a period of two years.

Subject to the *Industrial Relations Act 1996* ("the Act"), this agreement is intended to operate for four (4) years from the date on which the agreement commences under the Act, with its terms and conditions therefore continuing for the balance of such period after the expiry of the nominal two (2) year operation.

As a four (4) year nominal term is not possible under the Act, on or about 15 May 2007 the Company shall make application to the Commission for approval of a new agreement for a further two (2) year term, and such application shall be fully supported and consented to by the Union ("the New Agreement").

Subject to the Union's support and consent of the Company's application for the New Agreement, and approval by the Commission of the New Agreement, the Company agrees to make the following wage increases during the term of the New Agreement:

The first pay period on or after 15/05/08	4.5%
The first pay period on or after 15/05/09	4.5%

#### **6. Relationship to Other Awards Or Agreements**

Upon certification of this Agreement by the State Industrial Relations Commission, no other Certified Agreement, unregistered Agreement, Common Law agreement, or any agreement or understanding of any other type, whether verbal or written, shall form part of the conditions and Contract of Employment between the Employer and any of the Employees, except where the agreement is silent on a specific issue. In such cases the Transport Industry State Award shall be referred to. The application of the agreement shall be resolved by negotiation & consultation as set out in the disputes and grievances section of this agreement. (see section 29).

## **7. Contract of Employment**

### **7.1 Performance of Work**

It is a term and condition of employment and of the rights applying under this agreement that an employee:

- (a) Utilises the skills and knowledge that the employee possesses without reservation within the employees core skill area.
- (b) Will be encouraged to participate in training and be accredited in work skills and knowledge to become a flexible member of the work team;
- (c) Where possible, notifies the Company if unable to work at least one hour before the commencement of the rostered shift. Will give the reason for the absence if work related, and anticipated duration of absence.
- (d) Observes regulations published by the Company and its customers to provide an orderly and safe workplace, including keeping the workplace and equipment in a clean and safe condition.
- (e) Wears Company supplied clothing without alteration;
- (f) Complies with the Disputes Settlement Procedure (clause 29 of this agreement) at all times.
- (g) Works to shiftwork systems as required by the company that are consistent with current agreed procedures and practice or such patterns as may be agreed to and signed off by the company and the majority of employees involved.
- (h) Completes all relevant documentation pertaining to the job as required by the Company. This will include equipment pre start check sheets, time sheets, relevant safety documentation and other documentation by consultation.

### **7.2 Utilisation Of Skills**

- (a) Employees shall be employed to carry out such duties as may be directed by the Company from time to time subject to the limits of their skill and competence, training and approved procedures.
- (b) Any direction given by the Company in accordance with a) shall be consistent with the Company's obligations under the *OH&S Act 1983 (NSW)* and shall be carried out as such by the employee.

## **8. 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 increased labour flexibility, commitment, innovation, a process of continuous improvement and cost containment.

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

The creation of a career path for all employees based on competency standards for skills and training.

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 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 are:

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 scope of the Agreement is to provide detailed guidelines of the benefits and conditions of work for persons employed by South Coast Equipment Pty Limited. One of the greatest benefits from restructuring is greater flexibility. This is achieved by providing the opportunity to train and utilise the skills attained to undertake the "whole job" in the area of his/her employment. Establishing an employee development structure will provide the opportunity for all employees to use the skills they attain within their own core skill area.

## **9. 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 client's needs.

## **10. Electronic Funds Transfer**

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

## **11. Hours of Work**

Wages Employees

- (a) The ordinary hours of work shall not exceed an average of 40 hours per week, including accrual of flexi time, to be worked over a cycle agreed between the employer and the employee.
- (b) The ordinary hours may be worked over any day of the week, Monday to Friday inclusive, between the hours of 6.00am and 6.00pm and shall be arranged by the employer to meet the needs of the business. Start and finish times may be varied by agreement due to unforeseen circumstances within this range given that the employees have been given not less than 16 hours notice. Otherwise, 11 d) will apply.
- (c) The employee shall not be required to work for more than 8 hours at ordinary time in any shift and not more than 5 hours consecutively without an interval of at least 30 minutes for an unpaid meal or rest break.
- (d) Start and Finish times will be determined and fixed by agreement between the Company and the majority of employees in the section affected taking due account of the needs of the business. Fixed starting times may be varied with 7 days notice.

- (e) For all work done in excess of ordinary hours the rate of pay shall be time and one half for the first two hours and double time thereafter; such double time is to continue until completion of the overtime work.
- (f) Overtime will be allocated on a fair and equal basis in accordance with the needs of the business.
- (g) Overtime will be paid for actual hours worked only.
- (h) Overtime worked on a call out basis will be for a minimum of 4 hours and will be paid from the time the employee was contacted.

## **12. Flexi Leave (RDO's)**

- (a) Flexi leave will accrue at the rate of two (2) hours per week to provide an accrual of one day every four (4) weeks. The taking of flexi leave is to be arranged with the Company to ensure maximum productivity is achieved.
- (b) Flexi Leave may be accumulated to a maximum of 76 hours in recognition of the nature of the continuous operations conducted by the Company. An employee working on an otherwise designated flexi-day will be paid at the rates applicable as if such day was a normal working day.
- (c) When the Company believes that projected workloads are low, the Company will place a notice looking for volunteers to take leave to handle periods of surplus labour. If the Company is unsuccessful in this process, the Company may direct employees to take accumulated leave, on the following basis:
  - (1) Any accrued but untaken Rostered Days Off ("RDO's"); and
  - (2) Any accrued but untaken entitlement to annual leave.

The Company may direct employees to take accrued leave commencing with the employee with the greatest entitlement to leave to the lowest entitlement to leave. The Company will take into account any untaken and approved leave prior to the projected low workloads from the employee's entitlement. The Company will endeavour to fully use each different type of accumulated leave before moving onto the next type of accumulated leave. The Company will provide employees with a minimum of one (1) days notice of its direction to take RDO's or ten (10) days notice of its direction to take annual leave. The Company may direct employees to take annual leave in blocks of up to two (2) weeks, whilst RDO's will be directed to be taken by the day. Whilst exercising the provisions of this clause, the Company will, if necessary, request that employee/s return from leave where work is available. This work will be paid at the applicable rate. If the Company is unable to fill the required shifts, the Company will engage casual labour to handle any shift/s that may unexpectedly eventuate. Employees can keep a maximum of four (4) weeks accrued but untaken entitlement to annual leave.

- (d) In the event that the company has requested that an employee take flexi leave, the employee will still be eligible to work overtime on the following shifts.
- (e) If the employee has elected to take flexi leave, this will preclude them from working overtime in the same 24 hour period.
- (f) All flexi leave shall be arranged by agreement and in consultation with Company supervisors to suit operational requirements.

## **13. Meal Breaks**

On each day shift worked a paid morning tea break of 20 minutes will be allowed. This shall be counted as time worked.

On each day shift worked, one meal break of 30 minutes shall be allowed within 5 hours of commencement of work, which shall not be counted as time worked.

The company may stagger or alter meal times where a particular operation requires it as long as a meal break is provided within six (6) hours of the start of the shift.

#### **14. Medicals**

- (a) All employees are entitled to attend a medical conducted by the Company Doctor on the anniversary of their date of commencement of employment. This appointment will be initiated by a request from the employee, in writing to the OH&S Coordinator.

The appointment will be at the Company's expense and will be conducted on Company time and at ordinary rates.

If an employee has reason to query the findings of diagnosis he/she shall have the right to seek advice from an independent Doctor. The second opinion will be at the employee's expense and will be conducted in the employee's own time.

- (b) In keeping with the company's employment policy, the company will arrange for entry and exit medicals as a matter of course.

#### **15. Sick Leave**

##### **15.1 Taking of Sick Leave**

An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct shall be entitled to be paid at ordinary time rates for the time of such non-attendance subject to the following;

- (i) The employee shall not be entitled to be paid leave of absence for any period in respect of which they may be entitled to worker's compensation;
- (ii) An employee, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his ordinary starting time on the first day of absence, and in any event within 24 hours, inform the employer of their inability to attend for duty by contacting a supervisor on phone number (02) 42 76 3100.
- (iii) Ordinary time will be paid for all sick days whether an employee is engaged on shift work or day shift.

##### **15.2 Accrual of Sick Days**

An employee, other than a casual employee, is entitled to sick leave without loss of earnings during each year worked, up to 10 working days or 76 hours which ever is the lesser.

- (a) An entitlement under sub-clause (1) above, shall be issued on 1st July each year.
- (b) In sub-clause (1) above, the work "year" does not include any period of unpaid leave.
- (c) To be paid sick leave, the employee may be requested to provide reasonable proof of illness immediately upon return to work for all days in excess of two sick days per year.
- (d) 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.
- (e) Any untaken personal sick leave entitlement shall be accumulated from year to year so long as employment continues with the Company. Untaken sick leave shall be available to the employee for a period of ten (10) years but for no longer from the end of the year in which it accrues.

Accumulated sick leave will not be paid out and shall be forfeited upon resignation or termination of employment.

- (f) An employee shall be entitled to utilise five (5) sick days per annum for the care of family members who are ill. The Company will require the employee to supply a Doctors certificate or other appropriate documentary evidence for all such days before payment is made.

## 16. Shift Work

### 16.1 Shift Workers

For the purposes of this award the following definitions will apply;

"Day Shift" means any shift starting at 7.00am and finishing at 3.00pm

"Afternoon Shift" means any shift starting at 3.00pm and finishing at 11.00pm

"Night Shift" means any shift starting at 11.00 pm and finishing at 7.00am

The hours of work of weekly employees on shift work shall be an average of 38 hours per week, or other as agreed by the company and the employees involved.

A shift roster may be varied by agreement between the Company and the employee affected to suit the circumstances of the Company or in the absence of such agreement by seven days' notice of such alteration given by the Company to the employee affected or, in the case of changes necessitated by circumstances outside the control of the Company, by 48 hours' such notice.

All shift workers will agree to continue work until relieved by a counterpart on the incoming shift or if his relief is absent continues to work to a maximum of 16hours until the Company is able to make suitable arrangements to cover the position. Should the off going worker have prior commitments then the Company will use its best endeavours to accommodate these; It is recognised that there are occasions when it is not possible for the worker to continue to work.

### 16.2 Shift Work - Rates and Allowances

- (a) For ordinary hours of shift work, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classifications:

	TWU
(i) Permanent Afternoon Shift	17.5%
(ii) Permanent Night Shift	30.0%

- (b) Alternate Night/Afternoon Shift:7
  - (i) When on afternoon shift: 17.5%
  - (ii) When on night shift: 30.0%
- (c) Shifts which rotate with a Day Shift:
  - (i) When an afternoon shift: 17.5%
  - (ii) When on night shift: 30.0%

Note - Once an employee has accepted a permanent position on shift work, transfer will only be possible if there is a vacancy on either day shift or 12 hour shift work.



(d) Shift Work - Casual Employees

- (i) Casual shift workers shall be entitled to the appropriate shift penalty plus 15% loading.
- (ii) Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered shall be entitled to the appropriate overtime rates provided for in subclause 14.2 (e).
- (iii) Casual shift workers for work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday, shall be paid at the appropriate rates in addition to the casual premium, provided that such payments for work on a Saturday, Sunday or public holiday shall be in lieu of the shift allowances.

(e) Shiftwork - Meal Time

All shift workers whilst working on afternoon or night shift shall be entitled to a paid crib time of 40 minutes. The company may stagger or alter meal times where a particular operation requires it as long as a meal break is provided within five (5) hours of the start of the shift.

16.3 Twelve Hour Shiftwork -

16.3.1 Scope

This agreement applies to employees of South Coast Equipment Pty Limited engaged in 12 hour shiftwork.

16.3.2 Purpose

The purpose of this agreement is to specify the condition associated with operations on twelve (12) hour shift.

16.3.3 Contract Of Employment

Employees that have been allocated to 12 hr shift shall be engaged on a full time permanent basis. During leave, permanent or casual employees may be required to be rostered on 12 shiftwork to meet operational requirements.

16.3.4 Hours Of Work

- (i) Each shift will be of 12 hours duration. i.e. 6.00am to 6.00pm & 6.00pm to 6.00am.
- (ii) The hours of start & finish may be altered by agreement between the Company & the employees.
- (iii) Meal breaks shall consist of a 20 min break and a 30 minute break within 5 hours of commencement of work & an additional 20 minute break after 8 hours in the shift. All meal breaks will be counted as time worked.
- (iv) The time of taking crib breaks, whether during ordinary hours or overtime, shall be staggered as to permit continuous operation if required.

16.3.5 Allowances

- (a) The appropriate BHP site allowance will be paid 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.

16.3.6 Shift work

- (a) All operators will work a 12 hour shift with the following overtime rates incorporated;
- (b) All weekday shifts will consist of 8 hours normal time, 2 hours at time and a half, 2 hours at double time.
- (c) All Saturday shifts will consist of 2 hours at time and one half and 10 hours at double time.
- (d) All Sunday shifts will be paid at double time.

The shiftwork roster is as follows;

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

16.3.7 Flexi Leave

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

16.3.8 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 except for Christmas Day and Good Friday where the rate paid will be triple time.

All public holidays, when rostered off, will be paid at the rate of ordinary time for 8 hours only.

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

16.3.9 Annual Leave

- a. Each employee on 12 hour shift 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.

16.3.10 Sick Leave

- a. Permanent employees shall be entitled to 6.6 sick days (80 hours) per year. Any untaken personal sick leave entitlement shall be accumulated from year to year so long as employment continues with the Company. Untaken sick leave shall be available to the employee for a period of ten (10) years but for no longer from the end of the year in which it accrues. Accumulated sick leave will not be paid out and shall be forfeited upon resignation or termination of employment.

- b. Payment for a sick day shall be 12 hours at ordinary time with notification as per clause 13.
- c. All sick notifications shall be made to the supervisor by ringing 02 42 76 3100 with 1 (one) shift's notice.
- d. Once two sick days have been taken, a doctors certificate may be required for each sick leave day taken thereafter.

### **17. Equipment Breakdown**

In the event that a defect or failure of equipment leads to a ceasing of work, the operator shall notify a supervisor so that alternate work can be assigned. The operator shall not leave the place of work without first obtaining the authorisation of the supervisor.

If the defect is such that the equipment can continue to be operated in a safe and effective manner, the operator shall continue to work and shall report the defect to the workshop supervisor at the end of each shift.

### **18. Preventative Maintenance**

Operators shall conduct a pre-shift inspection and will complete a defect notice for immediate or anticipated maintenance requirement on a piece of equipment 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 item of equipment.
- (c) Maintaining the internal and external cleanliness of equipment.
- (d) The collection of parts for equipment from suppliers.
- (e) Assisting maintenance personnel by washing vehicles/equipment on the washbay - this will not include using chemicals such as UBC 100 unless properly trained to do so.

### **19. Annual Leave & Long Service Leave**

- (i) It is Company policy to allow the accumulation of Flexi Leave, and Annual Leave. All leave must be taken within the legislated time frame by agreement with the Company and the employee will be required to take leave to ensure that annual leave does not accrue above 228 hours, and flexi leave above 76 hours.
- (ii) Annual leave is to be taken in full weeks (i.e. 7 consecutive days) unless all leave is to be exhausted during the period of leave. All annual leave will commence on Monday, unless otherwise arranged with the supervisor.
- (iii) Annual leave may be accrued for the purpose of an overseas trip up to a maximum of eight weeks. Regular annual leave is to be taken to ensure that the number of weeks accrued does not exceed 8 weeks by the commencement of the holiday. The employee is to take the accrued leave above 228 hours on the nominated commencement date whether the employee has left for overseas or not.
- (iv) When the Company believes that projected workloads are low, the Company may direct employees to take any accumulated annual leave in accordance with the provisions of clause 12 (c).

- (v) Long Service Leave - Employees are entitled to long service leave entitlements as provided under the *Long Service Leave Act 1955* (as amended) NSW.
- (v) Parental leave - Employees are entitled to parental leave as provided in Schedule 1A of the *Workplace Relations Act 1996* (Cth).

## **20. Designated Holidays**

Applies to permanent employees only - The days on which New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day, Boxing Day or any other day so gazetted by the Government, fall 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.

Easter Saturday shall be recognised as the Union's Picnic Day and as such an extra 8 hours pay will be received in addition to all other payments due, in the pay period in which Easter Saturday falls.

A permanent employee who is required to work on Easter Saturday shall, in addition to the picnic day, be paid at the rate of time and one half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight (8) hours pay at ordinary time.

## **21. Casuals**

The employer 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.

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. This may also include periods of annual leave.

## **22. 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 themselves, any individual or item of equipment will be subject to instant dismissal according to Clause 30 of this agreement.

The issue of alcohol and drug rehabilitation for incidents involving fleet operations will be considered provided the disciplinary system is maintained with continuing offenders being dismissed if the probation period is violated. If an employee is found intoxicated or under the influence of drugs or unfit to operate the appropriate machinery, then that employee will be sent home. If this occurs on a normal shift, then the employee shall be paid flexi leave only. This shall not be a case for sick leave.

## **23. 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 state as required by the Company.

- (iv) Employees will be initially issued with three (3) new shirts, three (3) new pairs of trousers, one (1) pair of boots and one (1) jacket (light or heavy weight). Subsequent issues will be on the basis of two (2) new shirts, two (2) new pairs of trousers, and one (1) pair of boots each year. Boots shall only be replaced on a needs basis. Shirts and trousers will only be replaced between annual issues if the item is damaged as a direct result of an incident occurring at the workplace. Jackets will only be replaced on a needs basis eg: when soiled or damaged with the old jacket returned prior to issue where possible.

## 24. Redundancy

1. An employee will only be entitled to a severance payment or any other payment in relation to termination (other than accrued leave benefits otherwise provided in this agreement) when a job becomes genuinely redundant due to the fact that the company no longer requires that function to be performed.

Employees leaving of their own accord or due to disciplinary action will not be entitled to redundancy pay. This includes employees retiring or resigning from the company.

Redundancy is when: A job becomes redundant when the Company no longer requires that function to be performed and there is no alternative work initially within the same Union that covered the original job and secondly there is no alternative work in other Union coverage in the Company. This transfer will be subject to the displaced employee obtaining the appropriate licences, tickets or permits.

Redundancy may be caused by:

- a. technological change
- b. Company merger
- c. takeover or reconstruction of the business
- d. economic recession.

Should there be an over supply of labour due to a completion of or loss of contracts, or a general downturn of industry for any reason, a "selection criteria" will be developed and applied to any redundancies. Seniority will form part of those selection criteria. The Union will be consulted throughout this process.

2. When a situation of redundancy is apparent, consultation shall take place between the Unions and the Company.
3. The position regarding future employment levels of the Company shall be an agenda item on the monthly Consultative Committee Meeting.
4. Four weeks' notice or pay in lieu will be provided to an employee whose employment is to be terminated because of redundancy. In the case of employees over the age of 45 years, five weeks notice will be given or paid in lieu. During the period of notice, the Company shall allow the redundant employee paid leave of absence to attend job interviews. Such leave shall not exceed five days without the Company's permission and the Company shall be entitled to have a job interview verified by the potential employer.
5. Workers being made redundant shall be paid four weeks pay. A further four weeks will be paid for every year of service to a maximum of 34 weeks pay plus usual entitlements.
6. Additionally, an employee will be entitled to be paid his accrued sick leave entitlement to a maximum of four (4) weeks less any sick leave taken during the period of notice of redundancy, regardless of the production of a medical certificate verifying the authenticity of his illness during the period of redundancy.

7. This clause cannot be used as a precedent under any circumstance to change the position that an employee is not entitled to the payment of untaken accrued sick leave upon the ordinary termination of employment in whatever circumstance other than redundancy. This includes retirement or termination by the individual or the Company other than the situation of redundancy.
8. All employees made redundant shall receive a Certificate of Service and a Separation Certificate.
9. All employees made redundant shall be offered first opportunity of re-employment should a suitable position become available within twelve months of redundancy occurring. Upon re-employment their entitlements shall recommence from the date of re-employment.
10. Should an employee who is made redundant decease before they leave, all the forgoing benefits will be paid to his estate.

## **25. Environmental**

- a) 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 is 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 employees'.

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

Preventing spillage in all loading and haulage activities.

Reporting of potential environmental hazards to appropriate personnel.

## **26. Training**

- (i) The operational performance of each employee will be assessed to determine competency levels and training needs necessary for the safe and efficient operation of the individual's participation in the workplace.
- (ii) The Company has a commitment to provide training to develop employee's skills and maintain those skills so employees can carry out their duties in a safe and efficient manner.
- (iii) All employees will be encouraged to participate in relevant training pertaining to the competent discharge of their core duties to further their development.
- (iv) Appropriately trained employees will participate in competency testing and training of fellow employees in the role of trainers and assessors.

- (v) All necessary training will be provided on and off the job and will be paid at the appropriate rate.
- (vi) Employees will be trained in the skills which will be of maximum benefit to the Company.
- (vii) Every TWU employee will undergo Blue Card training within twelve (12) months of the Certification of this agreement. A licensed Blue Card Training provider will conduct the training.

## **27. Quality Management**

The Company embraces the philosophy of Total Quality Management and is Quality Certified in accordance with ISO 9002. 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.

The completion of appropriate paperwork will form part of this commitment to quality assurance and will include, but not be limited to, the signing of standard operating procedures to formalise the company's training initiatives and the filling in of time sheets to record such information as is required by the relevant supervisor.

## **28. Technological Innovation and Change**

- a) 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 safety, efficiency, productivity, and profitability. In such circumstances, the company shall discuss with employee's proposed changes and arrange appropriate training.
- b) Implementation of technologically based change is seen as fundamental to remaining competitive.

## **29. 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 may be in attendance.
- (iii) Failing a resolution the matter will be referred to the relevant Industrial Relations Commission 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 any person to represent their interests in proceedings under this clause.

### 30. Disciplinary Procedure

- (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, incompetence, carelessness, or misconduct including acts of vehicle damage whilst at work:
- a) A verbal warning will be issued in the presence of a union delegate or a witness of the employee's choice.
  - b) Further infringement will result in the issue of a written warning placing the individual on a period of notice of six months probation.
  - c) further infringement within the probation period will be followed by summary dismissal. The procedure followed in this instance shall be as per section 30 (iii). Following expiration of the probation period, the disciplinary sequence will begin again with a verbal warning for the next offence.
  - d) Following notification of the relevant union delegate, the company and Union delegate may agree that the employee concerned should be directed to go on disciplinary leave for breach of safety procedure, refusal of duty, serious or persistent misconduct, serious inefficiency, or being under the influence of alcohol or drugs. Such leave shall be without pay and shall be for a period of not more than ten (10) working days. This does not affect the right of the Company to summarily dismiss the employee as per Clause 30 (iii) of this agreement.
- (ii) Summary Dismissal

The Company has the right, upon the attainment of proof of misdemeanour, 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; (refer to Clause 22)
- (d) Serious negligence.
- (e) Gross Inefficiency
- (f) Refusal of duty
- (g) Serious breach of safety responsibilities.
- (h) Neglect of duty

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

In cases where dismissal is determined to be the appropriate course of action, the company will notify the designated local union official (or if unavailable, the union's industrial department, Sydney) prior to administering the dismissal. In such cases the designated union official or their appointed representative will be in attendance at the time the employee is notified that they have been dismissed.

In the case of the designated union official or their representative being unavailable for immediate consultation, the employee will be suspended with pay for a maximum of 24 hours or until the end of the next available working weekday. At the expiration of this period, in the event that the union official or appointed representative is still unavailable the dismissal will take effect and a meeting scheduled upon the availability of the union official.



### **31. Payroll Deductions**

The Company will make the necessary provisions available to all employees to make Union subscriptions by way of payroll deductions.

### **32. Superannuation**

The Company nominates AMP CustomSuper Superannuation Fund as its default Superannuation Fund but offers employees the choice of contribution to C-BUS or TWU Superannuation Funds. The Company shall contribute to the nominated Superannuation Fund, on behalf of each eligible Employee, a superannuation contribution in accordance with the Superannuation Guarantee Levy.

### **33. CB Radios**

All drivers agree to the use of CB radios in a responsible and professional manner 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.

### **34. Dry Hire**

Opportunities for dry hire will only be sought if there is no opportunity for wet hire and this then shall be in consultation with the union delegates.

### **35. Essential Services**

Purpose

This agreement is aimed at identifying all essential services relating to the operations within BHP-Integrated Steel, Port Kembla to ensure safe and continuous operations throughout Ironmaking Departments.

Bulk Materials handling services and waste handling services that have a short term direct impact on the production of iron and/or steel OR create a hazard in operation within the Steel works. This includes but shall not be limited to Blast Furnaces, Sinter Plant and Shipping Discharge operations.

The Agreement: In the event of an industrial dispute incorporating all or an individual union, either State or Federal stoppage or yard stoppage, it is agreed that essential services will be provided as per the following listing.

Blast Furnace material filling to maintain 80% stock.

Associated push ups relating to the #4 Stacker Area to provide Blast Furnace operation.

Sinter screening to provide continued feed for the blast furnaces.

Elevations to provide continued feed for the Sinter Plant.

Sinter Plant Trackhopper elevations to maintain 80% stocks.

Raw Materials Handling operations encompassing limestone ex #21 Area to the RRDS for Sinter Plant consumption or blend supply to the RRDS when Barrel Reclaimer operations are effected or completing blended ore beds or critical path when Sinter Plant operations may be effected.

Coke Ovens operations on battery wharves and 3A screen to provide continued operations.

RRDS operations that impact on Sinter Plant continuous operations.

Pellet and other shipping discharges that have the potential to impact on either Blast Furnace's operation.

Bubble tanker operations for Blast Furnace and lime Kiln.

Belt Press filter operations from the Sinter Plant to #21 Area.

All discharge activities undertaken at the BSL Discharge Berth, irrespective of stock levels..

Water Carts (x2)

Brick Truck

Dino Truck

Fuel Cart

Should the Company wish to make any additions or alterations to this list they shall put such requests to the appropriate union forum.

### 36. Community Service

#### 36.1 Jury Service

An employee required to attend for Jury service:

- i) during his ordinary hours; or
- ii) immediately following an ordinary night shift or immediately preceding an ordinary afternoon shift on which the employee is rostered to work and, as a result of attending jury service, is not reasonably able to report for work on the night shift or afternoon shift as the case may be: Shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of this attendance for jury service and his ordinary time rate of pay which would have been payable in respect of the ordinary time he would have worked had he not attended for jury service.
- iii) An employee shall notify the company as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall provide the company proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

### 37. Pay and Allowances

On signing of the agreement by all parties South Coast Equipment will pay 4.5% backdated to the first full pay period on or after May 15th, 2005.

A further 4.5% increase will be payable on the first full pay period on or after May 15th, 2006.

#### 1. Rates of Pay

The following rates per week apply:

Grade	Base	15/05/2005	15/05/2006
		4.50%	4.50%
5 - 8W	\$709.57	\$741.50	\$774.87
6 - BT	\$717.97	\$750.28	\$784.04
7 - Trailer	\$743.52	\$776.98	\$811.94
Hiab - 8W	\$741.11	\$774.46	\$809.31
Belt Press	\$741.11	\$774.46	\$809.31
Fuel Cart	\$817.00	\$853.77	\$892.18

L Hands	\$853.70	\$892.12	\$932.26
8 - 8WFM	\$725.57	\$766.22	\$800.70

The following allowances shall apply where appropriate:

a. Day Allowance

This allowance shall be paid to all employees required to work from Monday to Friday (excluding public holidays) within BHP SPPD and is in recognition of their attendance at the job site no later than 15 minutes after designated work commencement time:- \$1.03 per day

c. Meal Money

On any normal weekday when an employee is required to continue at work on overtime for more than two (2) hours after the employee's ordinary ceasing time, the employee shall be entitled to a meal allowance as per the Award

An employee shall be entitled to an additional meal after the completion of each four hours from the commencement of overtime.

Employees working within BHP ISD will be entitled to a double meal allowance in accordance with the Award when required to work on overtime for more than two hours after the employee's normal finishing time.

(ii) An additional overtime meal allowance will be paid if a full 10 hours overtime is worked.

(iii) All meal money must be approved by the relevant supervisor prior to payment and paid by the administration staff.

d. Site Allowances

An employee, during the ordinary working week commencing from night shift Sunday and concluding on the commencement of night shift Friday who works for a continuous period amounting to 12 hours or more from the time of commencing work shall be entitled to be absent from work until the employee has had at least ten (10) consecutive hours off duty without the loss of pay on ordinary working time during such absence. 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.

(i) 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.

e. Excess Hours Allowance

In addition to the penalty rates listed in this agreement, where an employee works for more than 13 hours on any day Monday to Friday, exclusive of unpaid meal breaks, shall be paid an additional \$2.00 per hour for each hour worked in excess of 13 hours to a maximum of \$6.00.

A day shift worker required to work a night shift (8 hours) will be paid an extra \$2.50 for the 14th hour, \$3.90 for the 15th hour, and \$5.50 for the 16th hour. Making a total of \$11.90.

f. Leading Hands

The position of Leading Hand has been established to co-ordinate the back shift and weekend activities of South Coast Equipment where appropriate.

The duties to be carried out by the Leading Hand are as follows;

1. Generally co-ordinating the workflow and activities of employees on backshifts and weekends.
2. Reporting changes in client instructions to the supervisor;
3. Receiving and reporting clients concerns and suggestions to the supervisor or management;
4. Organising employees to meet changes in clients demands;
5. Working in accordance with day shift supervisor instructions;
6. Providing general on the job guidance, direction and advice to employees;
7. Listening and reporting employees concerns or grievances to the Supervisor or Management;
8. Reporting OH&S queries or incidents to day shift Supervisor or Management; and;
9. Assisting with on the job training and with inductions after he has undertaken the necessary training

g. Productivity Committee Allowance

At the discretion of the Company, two members of the Union will be requested to attend productivity committee sessions with the Company's major clients. For all hours worked on the designated days for productivity committee sessions, an allowance of \$5.00 per hour will be payable.

### **38. Distribution of Overtime**

1. All shifts

If shifts cannot be covered by permanent drivers or shift workers, then casual drivers shall be used. If all casual drivers have been exhausted then appropriately licensed and trained loader drivers or workshop employees shall be asked to work with consultation.

2. Other issues

All overtime shall be distributed evenly without prejudice or favouritism to appropriately trained and inducted employees.

All employees will be maintained at the same number of overtime offers using the resource scheduling computer program.

Comprehensive and accurate records of overtime offered to each employee will be maintained and will be open to perusal by the union delegates for the purpose of resolving disputes.

A person unable to be contacted when attempting to allocate overtime will be deemed as not available.

### **39. No Extra Claims**

The Union will not pursue any extra claims during the term of this agreement. The parties shall commence discussions for a new agreement three months prior to the expiry date of this agreement.

#### **40. Chain of Responsibility**

SCE, when contracting out work to a sub-contractor shall keep records containing details of the work it has contracted out, including the name and address of the Employer, person or entity to whom the work has been contracted, the date the work was contracted and a description of the work performed.

SCE shall only engage a contractor that pays their employees the minimum of the Transport Industry State Award and conditions.

#### **41. Union and Delegate Rights**

- A) Any matter arising in the workplace affecting members of the TWU may be investigated by the delegate and discussed with the Company or a representative. The delegate shall, upon request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to the delegate and the Company.
- B) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned.
- C) The right to be treated fairly and to perform their role as Union Delegate or work Representative without any discrimination in their engagement.
- D) The right to formal recognition by the Company that endorsed Union Representatives speak on behalf of Union members in the workplace.
- E) The right to bargain collectively on behalf of those they represent.
- F) The right to consultation and access to information about workplace issues which directly relates to its members.
- G) The Company will not take any actions or make any statements that interfere with the workers freedom of association including the right to join or not to join the TWU that state or imply opposition by the Company to transport workers electing whether or not they wish to remain members of the TWU.
- H) A nominee of the Union shall be given an opportunity to induct into the Union all new transport workers. The Union must inform the Company when it wishes to induct new transport workers. The date, time and duration of the induction will be at a mutually agreed time between the Company and the Union.
- I) The induction may take place on the site at which the work is to be performed. The induction will be scheduled by agreement between the Company (if required) and the Union so that the Company may provide a vacant room for the Union to use for such induction.
- J) The Company recognises the TWU as being the primary Union that shall represent transport workers, the subject of this agreement.
- K) The right to consult with Union members:
  - a. During paid and unpaid breaks during work hours; or
  - b. Before and after commencement of work.
- L) The right to paid time off to participate in the operation of the Union where such time has been approved and is convenient to the Company.

The signing of this agreement by all parties involved indicates that the agreement has been entered into willingly and without duress.

SIGNED for and on behalf of the  
Transport Workers Union

Date 20.7.05

Witness

SIGNED for and on behalf of  
South Coast Equipment Pty Limited

Date 20.7.05

Witness

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

Date 20.7.05

Witness

Union Delegate

Date 20.7.05

Witness