

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/315

**TITLE:** Mulgoa Quarries Pty Ltd (Transport) Agreement 1998

**I.R.C. NO:** IRC98/6126 N98/65

**DATE APPROVED/COMMENCEMENT:** 14 December 1998

**TERM:** 14 December 2001

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Mulgoa Quarries Pty Ltd Applies to all tipper drivers employed by

**PARTIES:** Mulgoa Quarries Pty Ltd -&- William George Besant, Ian John Forrest, Leonard Gudgeon, William Keith Mara, Raymond George Mathes, Graham Leonard Mumberson, Frank James Palfreyman, Neville John Silk, Garry Edward Tombs

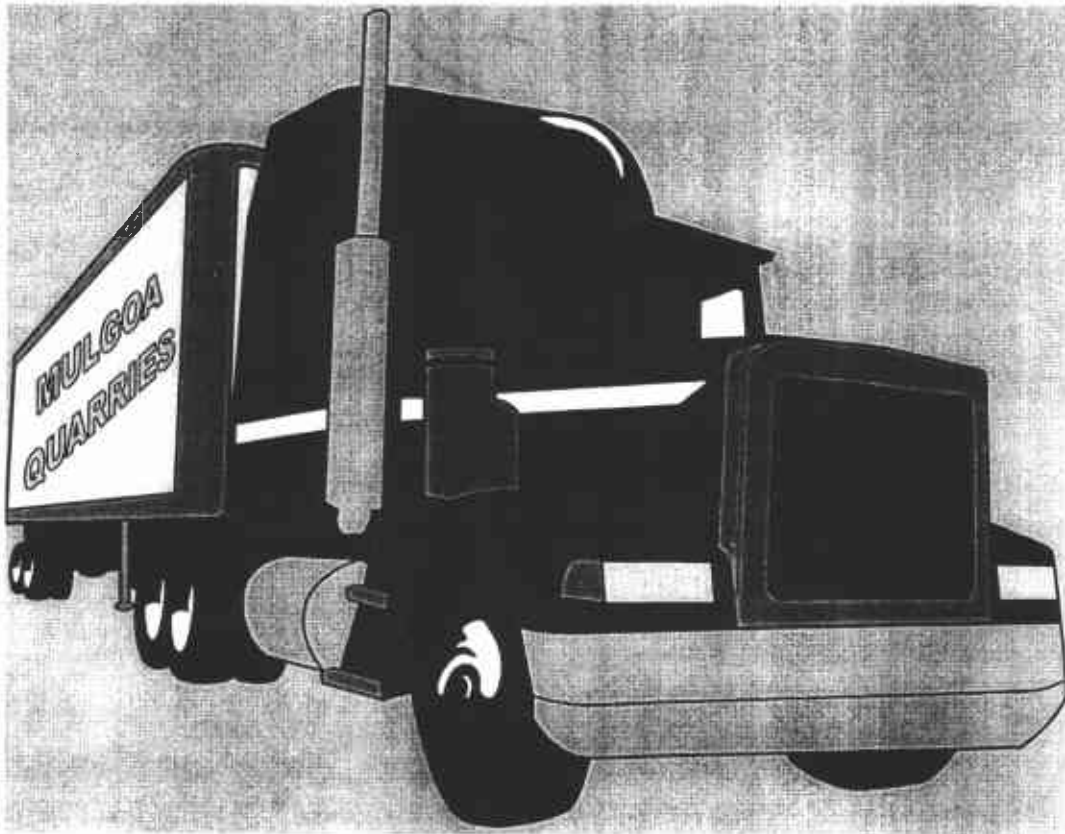
**MULGOA QUARRIES PTY LTD**

**TRANSPORT**

**ENTERPRISE AGREEMENT**



**DRAFT NO. 5**  
**(Dated 16-10-98)**



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10. **SICK LEAVE**

10.1 Sick leave conditions are to be consistent with "The Transport Industry – Quarried Materials (State) Award" with the following exceptions:

- a) Any day not worked for which an employee is rostered to work, will be paid at the applicable rate and credited seven point six (7.6) hours' pay only.
- b) Employees shall be entitled to a maximum number of **Five (5)** sick days per year. Sick leave accumulates from year to year.

11. **MEAL BREAKS**

11.1 Meals will be taken in accordance with Clause 18 in the Parent Award. However, where practicable, meal breaks are to be taken during stoppages, delays on loading and/or unloading or extended queues.

12. **RATES OF PAY**

12.1 The hourly rates expressed in Table 3 will be paid for the first eight (8) hours of work performed Monday to Friday.

12.2 Time and a half for first two (2) hours of weekday overtime and Saturday work and double time for all hours thereafter. Sunday and Public Holidays at double time for all hours worked.

12.3 The weekly rate for ordinary hour's set out in table 2 includes the additional all-purpose allowance for the cartage of additional tonnage. For any variation to the legal carrying capacity of the various vehicle combinations an additional \$8.65 for every two tonnes or part thereof will be added to the specified weekly rates.

<b>TABLE 1 CURRENT AWARD RATES (TRANSPORT INDUSTRY – QUARRIED MATERIALS)</b>			
<b>Transport Worker Grade 2:</b>			
<b>VEHICLE CLASS</b>	<b>BASIC</b>	<b>CERTIFIED</b>	<b>ADVANCED</b>
<b>1</b>	<b>\$458.00</b>	<b>\$465.70</b>	
<b>2</b>	<b>\$462.10</b>	<b>\$469.80</b>	
<b>3</b>	<b>\$468.80</b>	<b>\$476.50</b>	
<b>4</b>	<b>\$490.80</b>	<b>\$498.50</b>	<b>\$506.20</b>
<b>5</b>	<b>\$495.90</b>	<b>\$503.60</b>	<b>\$511.30</b>
<b>Transport Worker Grade 3:</b>			<b>\$573.90</b>
<b>In addition for every two (2) tonnes or part thereof \$8.65 added to the aggregate mass of any vehicle: ie: Tri Axle Trailers \$536.20</b>			
<b>Truck &amp; Dogs \$553.30</b>			

<b>TABLE 2 NEW EBA WEEKLY RATES</b>			
<b>Transport Worker Grade 2:</b>			
<b>VEHICLE CLASS</b>	<b>TONNAGE</b>	<b>PROBATIONARY</b>	<b>PERMANENT</b>
<b>1 SIX WHEELER TRUCK</b>		<b>\$478.80</b>	<b>\$501.60</b>
<b>2 TRUCK &amp; TRI AXLE TRAILER</b>	<b>45.3 TNS</b>	<b>\$535.80</b>	<b>\$552.90</b>
<b>3 TRUCK &amp; DOG TRAILER</b>	<b>48.3 TNS</b>	<b>\$551.00</b>	<b>\$570.00</b>

<b>TABLE 3 NEW EBA HOURLY RATES</b>			
<b>Transport Worker Grade 2:</b>			
<b>VEHICLE CLASS</b>	<b>TONNAGE</b>	<b>PROBATIONARY</b>	<b>PERMANENT</b>
<b>1 SIX WHEELER TRUCK</b>		<b>\$12.60</b>	<b>\$13.20</b>
<b>2 TRUCK &amp; TRI AXLE TRAILER</b>	<b>45.3 TNS</b>	<b>\$14.10</b>	<b>\$14.55</b>
<b>3 TRUCK &amp; DOG TRAILER</b>	<b>48.3 TNS</b>	<b>\$14.50</b>	<b>\$15.00</b>

13. **ALLOWANCES**

13.1 Meal allowance of \$7.00 per day will be paid weekly for all productive days worked from Monday to Friday.

All other allowances provided for under the award are fully compensated for in the rates incorporated in Table 2 and 3.

14. **TRAINING**

14.1 The parties acknowledge that the Company reserves the right to select which employees are required to undergo training or further training and the times of such.

14.2 Employees who consistently fail to co-operate, with either the training officer and/or the driver trainer or disregard any reasonable requests or instructions of either may be regraded or terminated at the discretion of the Company.

15. **MEDICAL EXAMINATIONS**

15.1 Employees covered by this Agreement will attend medical examinations, paid for by the Company and conducted during working hours.

15.2 Such examinations will be conducted at least every 3 years and may be required more frequently as circumstances require.

15.3 The examinations will be carried out by medical practitioner(s) agreed between the parties.

15.4 If a medical report renders an employee unfit to continue driving the employee may be re-trained to undertake alternative duties, should they be available within the company. As an alternative, the employee may elect to take a voluntary redundancy payment, which will be in accordance with the ~~Employment Protection Act~~ *Transport Industry Redundancy State Award*.

15.5 The results of all medical examinations made available to the Company are to be treated with Strict Confidence by the Company and be made available to the employee.

16. **BREATH TESTING**

16.1 The Company and its employees have obligations under both occupational health and safety legislation and the Motor Traffic Act regarding alcohol consumption.

16.2 The Company proposes to install breath analysis machines alongside areas where employees clock on for work.

16.3 Employees will be requested to use these machines on a voluntary basis and Mulgoa Quarries will not (subject to Clause 16.4) compel drivers to use the machines.

16.4 The Company will test employees, on a totally random basis, from time to time.

16.5 A single positive test result will not lead to dismissal but will result in the employee being stood aside without pay for the day.

16.5.1 Repeated positive results after the first result will lead to dismissal.

16.5.2 Disciplinary action will be taken by the Company on a graduated basis, in accordance with the Company's discipline and warning procedure, before dismissal action is taken.

16.5.3 Any warning given in this area will lapse after 12 months provided a second warning is not given in that time (in which case both warnings will lapse 12 months after the second warning).

17. **CASUAL EMPLOYEES**

17.1 Casuals will be paid an hourly rate calculated from Table 3 Probationary rate, plus the casual loadings applicable as per the Parent Award.

18. **ACCIDENT FUND**

18.1 An amount of \$3.00 per shift worked (not including annual leave, public holidays, RDO's, sick leave and workers' compensation, but including weekends and public holidays worked) per employee will be provided by the Company towards an accident fund. The fund will operate on a financial year basis. The Company will be reimbursed from this fund in respect of any monies deductible under an insurance claim for any Company vehicle accident or damage and personal injuries insurance excess as long as the said incident involves a person or persons covered under this Agreement. At the expiration of the financial year all monies remaining in the fund will be distributed amongst the current employees. The proportioning of funds will be based on the number of working days worked by each employee. Notwithstanding the foregoing, employees must have a minimum of three months continuous service to qualify for the fund.

18.2 Overloading fines incurred by drivers where weighbridges or other suitable weighing devices are available shall be paid for from the accident fund with the exception of when it is out of the driver's control.

19. **PRODUCTIVITY GAIN / BONUS**

19.1 An amount of \$5.00 per shift worked (not including annual leave, public holidays, RDO's, sick leave and workers' compensation, but including weekends and public holidays worked) per employee will be provided by the Company with a view of increasing the productivity and efficiency of the organisation. Drivers who work four (4) hours or less on Saturday, Sunday or Public Holidays shall not receive the said productivity bonus. Further, casuals who work four (4) hours or less on any day shall not be entitled to the productivity bonus. The productivity bonus will be paid on the basis of adherence to the following criteria requirements:

**Paper Work:**

- All information must be completed and correct on dockets
- Correct information on Quarry dockets
- Return to office at end of shift or within 24 hours where not possible
- Vehicle report books filled out and used

- Pre-start check list filled out and used
- Enter information into electronic equipment
- Maintain stocks of all necessary documents in vehicle

**Personal Presentation:**

- Uniform worn clean and tidy
- Clean shaven
- Company provided boots (clean)
- Customer Feed back

**Product:**

- Loading correct material
- Unloading in correct bin, hopper or stockpile
- No contamination of loads

**Attendance:**

- Punctuality
- Giving minimum of 48 hours notice of a day off
- Giving minimum of 2 weeks notice for longer periods
- Adherence to the length of meal breaks.

**Other:**

- Drivers ensure that trucks are fuelled up at the end of each shift.
- Adherence to the: A) Company's Drivers Manual  
B) Job Description
- Vehicle Presentation to Company's expectation (weather permitting)

19.2 Payment of the above-mentioned bonus will be paid weekly. The productivity criteria will be checked daily to ensure adherence. Employees who do not adhere to the productivity criteria above will be issued with one (1) verbal and two (2) written reminders of their obligations. Non-conformity to this will result in the loss of the bonus for each shift in which a breach occurs for the duration of the Agreement.

19.3 Six months after the registration of this Agreement, the parties agree to enter into further negotiations with a view to achieving further increases in the quantum of the productivity bonus if the parent award has not been varied by a quantum of ten percent (10%) or more.

19.4 Provided that if the Parent Award is varied by a quantum of more than ten (10) percent but less than fifteen (15) percent then the following will apply:



- i) The productivity gain/bonus in Clause 19.1 will increase from \$5.00 per shift to \$7.50 per shift.
- ii) The accident fund Clause 18.1 will increase from \$3.00 per shift to \$4.50 per shift.

## 20. SAFETY / ENVIRONMENT MANAGEMENT

20.1 It is agreed by both parties that there be a commitment to the ongoing management and improvement of its OHS & R/Environmental policies and programs.

It is understood that every employee will be required to become involved in the maintenance of these policies and their own safety.

OHS&R and environmental management are both criteria that will be used to measure productivity and efficiency gains generated by this Agreement.

Both parties agree that all employees will undergo training and awareness of safety methods and environmental management initiatives, procedures and practices to be implemented for the life of the Agreement.

20.2 Both parties agree that it is the responsibility of each individual to notify their immediate supervisor of instances when they have been requested to perform tasks that are either environmentally unsound or they feel they have no experience, knowledge or ability to perform such a task in a safe manner. This requirement is to ensure the employees personal safety, safety of Co-workers and compliance to environmental codes of practice.

20.3 Where an employee suspects that any vehicle is unsafe or environmentally unsound, to operate they are to notify their immediate supervisor and make an entry into the plant defects book to ensure that prompt repairs can take place. The vehicle is not to be used until the workshop manager has declared it safe or environmentally sound or until the repairs have taken place.

20.4 All employees shall be supplied with the following safety items and or articles of clothing upon completion of the probationary period (safety items available immediately):

- Uniforms
- Safety vests
- Safety Glasses
- Work Boots
- Hard Hats

All of the above items supplied by the employer are the property of the employer but are the responsibility of the employee. The employer will replace any item after normal wear but if lost or damaged while in

possession of the employee, the cost of replacement shall fall upon the employee.

21. **FLEXIBILITY OF LABOUR**

21.1 Drivers may from time to time be allocated to other duties when driving work is not available due to one of the following reasons:

- Wet weather
- Break Downs
- Down Turn in work

22. **PROBATIONARY PERIOD**

22.1 The probationary period will be to:

- i) Assess the employee's ability to work in conjunction with the Enterprise Agreement,
- ii) Assess the employee's ability to work in conjunction with the Company's guidelines and expectations.

The probationary period shall be up to a period of twelve weeks

23. **CONSULTATIVE PROCESS**

23.1 A Company consultative committee has been established by the parties to consult about matters involving changes to the organisation and performance of work within the Company.

The Consultative committee will be made up of equal management representatives and employee representatives elected by the employees.

The principle purpose of this committee will be to:

- i) Facilitate and monitor the implementation of the terms of the Agreement.
- ii) Facilitate the process of Workplace Reform through consultation.
- iii) Develop and recommend measure or action aimed at improving efficiency and productivity of this organisation.
- iv) Ensure that a harmonious relationship between employees and company is of utmost importance to all involved in this agreement

- v) Develop, review and advise the organisation on key issues aimed at improving efficiency, performance and productivity of the organisations business including but not limited to:
- Work design and Organisation
  - Best Practice Methods
  - Productivity Measures ie: Key Performance Indicators developed and implemented
  - Skill Formation via a skill audit process
  - Quality Assurance
  - Occupational Health & Safety
  - Career Planning
  - Restrictive Work Practices
  - Problem Solving
  - Communication of Information through the Company's newsletter
  - Personal Goals

23.2 The Transport Consultative Committee will review the operation of this Agreement three months after notification and then at six monthly intervals. The final review being made three months prior to the expiration of this Agreement.

23.3 Further, this Transport Consultative Committee agrees to commence negotiations aimed at concluding a new Agreement no later than two months prior to the expiration of this Agreement.

## 24. GRIEVANCES & DISPUTE PROCEDURE

24.1 To achieve the satisfactory resolution of industrial disputes, without loss of wages or production, the following procedure will be adhered to by all parties:-

- a) An employee who has a grievance should take the matter up with the immediate supervisor. If they so desire they may have another person of their choice present.
- b) If the employee is dissatisfied with the supervisor's decision they should ask that the matter be taken up by the supervisor to the Transport Manager, and this is to be done as promptly as circumstances permit.
- c) If the employee is dissatisfied with the Transport Managers decision the employee shall ask that the matter be taken up with the General Manager as promptly as circumstances permit and that a conference be arranged.

- d) Whilst these procedures are being following promptly, work will continue as per the employer's directions without bans or limitations.
- e) An employee can have a nominated representative present during the grievance and dispute procedure.
- f) If the matter is not resolved with © above the matter shall be referred to the Industrial Commission of New South Wales.
- g) Nothing in the procedure limits any of the parties' rights that apply under the Industrial Relations Act 1996.

25. **DURESS**

**25.2** The parties to this Agreement agree that this Agreement has been reached through consultation and consensus, without duress by any party.

Signed on behalf of  
MULGOA QUARRIES PTY LTD

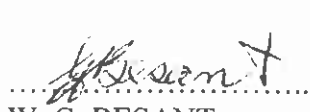


H. HILL  
Transport Manager

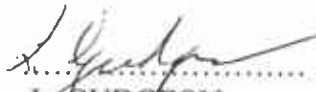


R. J. WEARN  
General Manager

Company Drivers:



W. G. BESANT



L. GUDGEON



W. K. MARA



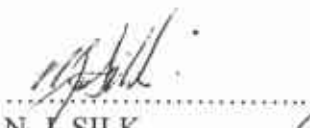
R. G. MATHES



G. L. MUMBERSON



F. J. PALFREYMAN



N. J. SILK



G. E. TOMBS



I. FORREST