

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/310

TITLE: **Camsons Pty Ltd Enterprise Agreement 2004**

I.R.C. NO: IRC5/4065

DATE APPROVED/COMMENCEMENT: 18 August 2005/18 August 2005

TERM: 27

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/117.

GAZETTAL REFERENCE: 16 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees with the classifications of Transport Workers Grade 2 and Grade 3 (B-Double) employed by Camsons Pty Ltd, located at 26-28 Eddie Street, Minchinbury and 151 Peat's Ridge Road, Calga or as agreed to by the company and employee.

PARTIES: Camsons Pty Ltd -&- the Transport Workers' Union of New South Wales

CAMSONS PTY LTD ENTERPRISE AGREEMENT 2004

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1. Parties to the Agreement

This Enterprise Agreement is made between Camsons Pty Ltd ABN 27 828 824 886 ("The Company") and the Transport Workers' Union of Australia (New South Wales Branch) ("The Union") and shall be known as Camsons Pty Ltd Enterprise Agreement 2004.

2. Award Coverage

The provisions of the Transport Industry - Quarried Materials (State) Award shall continue to apply except where the award is inconsistent with the terms of this agreement in which case this agreement will prevail.

3. Incidence and Duration

- (i) This agreement shall partially regulate the terms and conditions of the Transport Industry - Quarried Materials (State) Award as varied during the period of this agreement and thereafter until this agreement is varied or rescinded. This agreement shall further rescind in full the Camsons Pty Ltd (Transport Workers) Enterprise Agreement in 2001 (IRC No. 809 of 2002; EA 02/117)
- (ii) This agreement shall apply to all employees with the classifications of Transport Workers Grade 2 and Grade 3 (B-Double) working from depots located at 26-28 Eddie Street, Minchinbury, and 151 Peat's Ridge Road, Calga or as agreed to by the company and an employee.
- (iii) The agreement shall operate from the date of approval; however, it shall be acknowledged that the anniversary date is for the purpose of wage reviews and shall be the first of December. The wage rates to be reviewed four weeks before the anniversary date of each year. It shall remain in force until the 30th November 2007 unless varied or terminated earlier by the provisions provided within the New South Wales *Industrial Relations Act* 1996.

Refer Section 4 (i) (a).

- (iv) It is agreed that during the term of this agreement, that through the process of consultation and only after agreement by both parties, that amendments and or additions to this document may be drafted to reflect change within the company and also the industry.

4. Pursuance of Extra Claims

- (i) The hourly rate of pay, shall be increased by:
 - (a) A quantum of 2.0 percent in total or 15.00 percent above the award which ever is greater, as a consecutive flow through of any one State wage case increase applied to the award since the last review as per 3 (iii).
- (ii) It is agreed by all parties that, during the term of this agreement, the only wage increase payable will be that specified in 4 (i) (a).

5. Hours of Employment

- (i) The ordinary hours of work are (7.6) hours per day, 38 hrs per week exclusive of meal breaks, on any day Monday to Friday. Start times will vary daily before 9.30am on any day.
- (ii) If an employee is directed to commence their shift prior to 4.30 am on any day Monday to Friday, and is not offered a minimum 10 hours they will be entitled to an additional half hour pay at Rate one for that shift. Unless a driver for personal reason, nominates a finish time, they may start before 4.30am with no additional cost to the company.
- (iii) For all shifts commenced any day Monday to Friday, that any permanent Employee cannot complete their eight (8) hours of normal time prior to 6pm, shall attract an allowance payment of \$19.40 as the penalty payment.
- (iv) The first fifty hours worked in each pay period, within Monday to Friday shall be paid at the amount of Rate One, any hours in excess of fifty (50) shall be paid at Rate Two. All shifts worked on weekends or public holidays shall be paid at rate two of the appropriate rate applicable.
- (v) Where consistent with the *Road Transport (Safety and Traffic Management) Act 1999*, all employees must make themselves available for work for a minimum average of ten hours per day (Monday - Friday).
- (vi) Should the employee elect to report for driver's duties without completing the entire ten hours break (and where their attendance at work for driver's duties does not breach the requirements of the *Road Transport Safety and Traffic Management Act 1999*) the employee shall be paid the ordinary time rate at their appropriate classification applicable for that day. No employee shall be permitted to perform driver's duties, where it breaches the above-mentioned Act.
- (vii) Any permanent driver may elect to accumulate a proportion of hours worked on any Saturday, into their RDO accrual bank. For the first (4.75) hours worked shall be banked and this shall be equal to one day. The remaining rate two hours shall be paid in that current pay period. These hours may only be accrued and taken in time equivalent to a normal day Monday to Friday and after the correct application has been signed off. This accrued time is to be taken at a time mutually agreeable with the Transport Manager. This provision is only accessible to employees who have less than ten (10) RDO accrual days.

6. Rostered Days Off

- (i) During times of business downturn, or vehicle breakdown/repairs, employees may be directed to, or elect to take accumulated rostered days off provided one of the following applies:
 - (a) 48 hours notice is given by either party:
 - (b) A request by the company where there is less than 48 hours notice given, provided that no casuals are rostered on that shift. In this instance, we currently and shall continue to use the wet day drivers list, to determine which driver or drivers are to take accumulated time off.

- (ii) Accumulated rostered days off may be paid out at the normal time rate; approximately five (5) accrued days should be retained. The company is aware that in certain circumstances the employee shall need to access all accrued RDO days and at this time they are to complete the relevant form and lodge to the Transport Manager for approval.
- (iii) Accrued days in excess of twenty must be disposed of within six months after the anniversary and after consultation has taken place with the Transport Manager.
- (iv) On the anniversary of each employee's status becoming permanent, an additional three (3) rostered days off (being the other three sick leave days) will be accrued into their RDO bank for permanent employees. The company shall if needed have the right to direct the employee to take these days when required to align with the drivers wet day roster.

7. Sick Leave

- (i) Employees shall be entitled to a maximum number of five (5) sick days per year. Sick leave accumulates from year to year.
- (ii) Provided that a minimum of five (5) sick days is maintained, an employee, who takes one (1) day sick leave or less per year, shall be entitled to cash in the balance of sick days, on or after their anniversary, at the rate of half the normal amount payable for sick leave as detailed in 7 (i). When more than one (1) sick day is taken in any one year, the balance of sick days not taken will accumulate and may be paid, at the discretion of the employee, at the end of the term of this EBA, at half the normal rate payable.
- (iii) Employees upon termination (other than for misconduct) or resignation, shall be paid out, the balance of accrued sick leave at half the normal rate of pay. Only sick leave accrued from the date that this agreement is registered shall be counted.
- (iv) Sick leave accrued prior to the approval of this agreement but after the 15th February 1993 may, at the discretion of the employee be cashed in at a rate of half the normal amount payable, on the first anniversary of that employee after the approval of this EBA.

8. Meal Breaks

- (i) Meals/crib breaks will be taken in accordance with the Meal Breaks Clause in the Award. However, where practicable, meal breaks are to be taken during stoppages, delays on loading and/or unloading or extended queues but not within four (4) hours of start time.
- (ii) Drivers are to inform the company when any delay occurs, and the company is to decide if they require the drivers to proceed in the queue or the driver is to complete their lunch break. Lots of fifteen-minute increments shall be recognised as being part of the meal break and shall apply to all days of the year.
- (iii) Any driver that is required to work in excess of ten hours exclusive of meal breaks in any one shift shall be entitled to an allowance payment of \$3.00. Plus an additional \$1.68 if working in excess of twelve (12) hours. This allowance is paid having regard for custom and practice and the parties interpretation of the Meal Breaks clause within the award.

9. Rates of Pay

- (i) The hourly rates of pay in the Table One and Two include an additional all-purpose allowance inclusive of the current appropriate vehicle weight increments. Vehicle class five (5) has three increments included.

Employees driving "truck & dog" 6 or 7 axle configuration vehicles legally complying with a GCM of between (46) tonnes and (50.0) tonnes GCM shall receive an extra \$0.60 per hour on Rate 1 and a \$1.05 per hour on Rate 2. This payment will only be paid to employees who operate such a vehicle for above two hours in any one shift.

This covers the cartage of additional tonnage and as per Transport Industry -Quarried Materials (State) Award for Grade two drivers up to (50.0) tonne GCM.

Grade 3 (B-Doubles) drivers shall receive an extra \$1.00 per hour on Rate 1 & \$1.75 per hour on Rate 2, (Based on EBA rate Class 5 Advanced).

- (ii) Probationary trainees shall be paid in accordance to their appropriate grade of pay rate (as per Table three), until such time as the Transport Manager reviews their performance within three months of commencement.

CURRENT AWARD RATES (TRANSPORT INDUSTRY - QUARRIED MATERIALS)			
TRANSPORT WORKERS GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
4	\$586.80	\$594.50	\$602.20
5	\$591.90	\$599.60	\$605.30
Transport Worker Grade 3			\$669.90
EBA WEEKLY RATES			
TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
4	\$698.86	\$707.71	\$716.57
5	\$716.74	\$725.59	\$737.20

TABLE ONE		RATE ONE	
HOURLY RATES TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
4	\$18.39	\$18.62	\$18.86
5	\$18.86	\$19.09	\$19.40

TABLE TWO		RATE TWO	
HOURLY RATES TRANSPORT WORKER GRADE 2			
Vehicle Class	Basic	Certified	Advanced Wages (State)
4	\$31.26	\$31.65	\$32.06
5	\$32.06	\$32.46	\$32.75

TABLE THREE PROBATIONARY TRAINEE CASUAL HOURLY RATES ONE AND TWO		
Vehicle Class	Prob.Casual Rate 1	Prob. Casual Rate 2
4	\$19.19	\$33.58
5	\$19.68	\$34.44

10. Casual Employees

(Where not classified AS PROBATIONARY Trainees)

- (i) The first fifty hours Monday to Friday worked, shall be paid at rate one of the appropriate classification plus 20% loading which is inclusive of the 1/12 annual leave loading required under the *Annual Leave Act 1944*.

- (ii) Any hours in excess of the fifty Monday to Friday and weekend or public holidays shall be paid rate two plus 15% of appropriate classification.
- (iii) Starting times shall vary daily on or before 12.00 Noon any day Monday to Friday, casual employees shall be paid a minimum of five (5) hours. Any shift that does not start on or before 12.00 Noon shall be paid the shift allowance amount contained in clause 5(iii) of this agreement.
- (iv) Casuals may be employed on any day provided they shall not usually number more than one third of the number of permanent employees, provided that one (1) additional casual employees may be employed, irrespective of the number of permanent employees engaged. During certain periods such as holiday periods or on weekends when there is a temporary shortage of permanent employees the percentage of casuals may exceed the one-third ratio. However, so as not to diminish permanent employee's overtime, preference will be given to full-time employees to perform the work.

11. Training

- (i) The parties acknowledge that the Company reserves the right to select which employees are required to undergo training or further training and at what time.
- (ii) The company will acknowledge specific industry training seminars conducted by the Transport Workers Union and it shall allow the current delegate or co-delegate to attend up to five (5) days of training per year. The company will allow only one delegate at a time to attend such training. The Transport Manager, is to ensure that there are sufficient drivers available to cover in their absence, may agree only after he has received evidence of the training content. In certain circumstances, there shall be a need to recall employees from training, which may be rescheduled.
- (iii) All new employees shall be employed on a casual probationary period, of service for a maximum period of three (3) months. The length of the probationary period shall be at the discretion of the Transport Manager At the conclusion or prior to the end of the initial three months, the probationary casual shall be reclassified to casual and will be paid accordingly.

12. Productivity Payments

- (i) The rates in Tables one and two shall be paid to each employee when they are performing their driver's duties on any days worked and including flexi days that are being taken as directed to them by the company. All other annual leave, long service leave, sick leave, public holidays, training, meetings and flexi days will be paid at Rate 1.
- (ii) The rates in table one & two are not payable for the work hours performing any other paid time where driver's duties are not being performed would return to award rate as per table, with no allowances.
- (iii) This payment is made with the view to increasing productivity, efficiency, safety awareness and customer service with the driver's full co-operation through consultation and agreement to embrace any challenges that arise. Listed below are items that are to be adhered to.

- Total conformance with the company drivers manual and policies
- Personal presentation & punctuality
- OH&S responsibilities
- Basic vehicle presentation internal/external
- When necessary, agreed trial's, assessment and co-operation of any proposed to replacement to work practices
- Use weighbridge when site is unattended
- Unlock and relock sites when required
- Load vehicles with machinery or equipment when required if competent

13. Medical Examinations

- (i) The Company will require any prospective employee, to undertake a medical examination by our nominated Trucksafe medical practitioner, prior to the Company offering employment. The Company will cover the payment of the initial consultation only. If there are other examinations requested by the Doctor, the prospective employee will need to decide if they are to proceed further from this point and the cost of all proceeding examinations will be at their expense. The company will use the results of this and all other examination reports as part of assessing whether or not employment will be offered.
- (ii) Current employees will be required to undertake medical examinations by our nominated Trucksafe medical practitioner at the company's request and expense, from time to time, after receiving the advice from the accredited Trucksafe doctor or the referred treating doctor.
- (iii) The results of such examinations will be made available to the Company by the employee.
- (iv) Persons proven to be medically unfit for work, within their classification, may be reclassified to other duties provided alternate duties are available.

14. Grievances & Dispute Procedure

To achieve the satisfactory resolution of industrial disputes, without loss of wages or production, all parties will adhere to the following procedure:

- (i) An employee who has a grievance should take the matter up with his/her immediate supervisor.
- (ii) If the employee is dissatisfied with the supervisor's decision they should ask that the matter be taken by the supervisor to the Transport Manager, and this is to be done as promptly as circumstances permit.
- (iii) If the employee is dissatisfied with the Transport Manager's 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.
- (iv) While these procedures are being followed promptly, work will continue as per the employer's directions without bans or limitations.
- (v) An employee can have a representative of the Transport Workers' Union, or a person of their choice, present at any stage, during the grievance and dispute procedure.
- (vi) If the matter is not resolved by (iii) above the matter shall be referred to the Industrial Relations Commission of New South Wales.
- (vii) Nothing in the procedure limits any of the parties' rights that apply under the *Industrial Relations Act 1996*.

15. Duress

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

16. Long Distance Work - Facilitative Provisions

For all long distance work, the Ultralog or other technology shall be used to determine driving hours and codes will verify loading times. These combined shall be used to determine time payable for such work. Where practical, the company shall disperse such long trips.

17. Committee

The Committee will consist of:

Two (2) driver representatives from the Minchinbury site.

Two management representatives.

The party that calls the meeting must present a documented agenda of the intended meeting, approximately (48) hours prior to the meeting being held, for the intention of further investigation and preparation by either party.

Incidence of meetings:

- (i) Up to ten (10) Committee meetings per year.
- (ii) When full Drivers meeting is called by the company, drivers and committee members are to be paid for a maximum of three (3) hours.
- (iii) When committee meetings are called by the company, members will be paid a maximum of two (2) hours.
- (iv) When meetings are held to discuss company issues, the attendees will be paid for a reasonable duration.
- (v) Where drivers are entitled to be paid by the company as per items 17(i) - 17(iv) detailed above, then such payments will be paid at Rate One.
- (vi) Committee members may elect to request Management to coordinate up to four drivers meetings per year, with the intention of minimising customer disruption for ongoing job security.

18. Superannuation

It has been agreed between all parties, that employees covered under this EBA, will have their SGL payments paid exclusively into the "TWU Superannuation Fund".

19. Anti-Discrimination

- (i) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment. Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or

- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Signatories to the agreement between the Transport Workers Union and Camsons Pty Ltd

Tony Sheldon Date 24/6/05
State Secretary
Transport Workers Union

Peter Sultana Date 9/3/05
Transport Manager
Camson Pty Ltd