

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/34

**TITLE: South Coast Equipment Pty Ltd Concrete Division TWU
Enterprise Agreement 2005**

I.R.C. NO: IRC5/6176

DATE APPROVED/COMMENCEMENT: 13 December 2005 / 1 August 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/23.

GAZETTAL REFERENCE: 17 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by South Coast Equipment Pty Limited located at the SCE Premix Dapto Plant, SCE Premix North Wollongong Plant and any other location that the employees may be required to perform duties associated with the legitimate business of the company, who fall within the coverage of the Transport Industry (State) Award.

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

SOUTH COAST EQUIPMENT PTY LTD CONCRETE DIVISION TWU ENTERPRISE AGREEMENT 2005

APPLICATION

This agreement shall apply at the operations of South Coast Equipment Concrete Division at:

- 1) SCE Premix North Wollongong Plant;
- 2) SCE Premix Dapto Plant; and
- 3) Any other location that the employees may be required to perform duties associated with the legitimate business of the company.

a) **Parties Bound**

The parties to this agreement are;

- i) South Coast Equipment Pty Limited ACN 000 526 769 ('the Employer');
- ii) All employees of the Employer at the SCE Premix Dapto and North Wollongong Plants ('the Employees'); and
- iii) The organisations that are entitled to represent the employees namely the Transport Workers' Union of Australia, NSW Branch ("the Union").

b) **Date and Period of Operation**

This agreement shall take effect from 1 August 2005 and remain in force until 31 July 2008.

c) **Relationship to Other Awards or Agreements**

Upon certification of this agreement by the Industrial Relations Commission of New South Wales, no other certified agreement, unregistered agreement, Common Law agreement, or any agreement or understanding of any 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 ('the Award') shall be referred to. The application of the agreement shall be resolved by negotiation and consultation as set out in the disputes and grievances section of this agreement.

TITLE

This agreement shall be known as the South Coast Equipment Pty Ltd Concrete Division TWU Enterprise Agreement 2005/7

ARRANGEMENT

Clause No.	Subject Matter
12.	Allocation of overtime
17.	Casuals
19.	Collection of money
8.	Confidentiality and Commercially Sensitive Information
24.	Contract of Employment
21.	Disciplinary procedure
22.	Disputes and grievance procedure
1.	Electronic funds transfer
4.	Environmental
27.	Essential Services
14.	Flexi leave, Annual leave, Long service leave
9.	Inclement weather
5.	Lunch break flexibility
15.	Maintenance
26.	Pay and Allowances
20.	Payroll deductions
23.	Redundancy
18.	Safety
13.	Sick leave
16.	Staff Assistance
7.	Staggered Start Times
6.	Start times - employee availability
3.	Technological change and quality assurance
25.	Training
11.	Transfer Between Plants
28.	Union and Delegates Rights
10.	Wet Weather Saturdays
2.	Work Clothing
	Appendix A Environmental controls

1) 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.

2) Work Clothing

Work clothing will be replaced on a fair wear and tear basis.

Issued clothing shall be worn at all times during working hours and such clothing shall be maintained in a clean and presentable standard.

Boots shall only be replaced on a needs basis, and each year employees will be issued with two long sleeved shirts, and two trousers, long or short.

3) Technological Change and Quality Assurance

In order for the company to compete it must adopt technological change where appropriate, and commit to the principles and practices of Quality Assurance. This may involve procedural and documentation changes to be better able to provide a record of the services and products supplied to customers.

All employees are to make themselves aware of the Quality System and are required to conduct all operations according to the Standard Operating Procedures as they may apply from time to time.

The completion of appropriate paperwork by employees will form part of this process.

The parties acknowledge the need to be committed to work cooperatively to ensure the systematic improvement in the quality of products and service levels, in order to maintain competitiveness.

The parties also recognise and accept that the company may take advantage of and implement changes to work practices, procedures and systems as a result of technological developments or innovative ideas that will improve efficiency, productivity, profitability and safety. In such cases the company will discuss with employees the proposed changes and arrange training where appropriate.

4) Environmental

It is company policy to achieve appropriate standards of environmental responsibility when conducting its business. First and foremost this means that all members comply with current company environmental guidelines. These guidelines include but are not limited to all relevant State and Federal Legislation.

As a company we are committed to full compliance with Federal State and Local Laws, regulations and standards. The minimum requirements for all employees are set out in Appendix "A"

5) Lunch Break Flexibility

The current yard practices will remain unchanged.

6) Start Times- Employee Availability

All employees will start work prior to their nominated start time early enough to ensure that they and their vehicles are ready for receiving product at the shift start time. This includes a vehicle pre start check, and having sufficient running time to ensure air build up is complete for operational purposes.

7) Staggered Start Times

The Company may stagger an employee's shift start time between the hours of 6.30am and 7.30am, as operational needs dictate. The Company will endeavour to provide employees with as much notice as to start times as possible. The Company may use a roster system to overcome any alleged preferential treatment.

8) Confidentiality and Commercially Sensitive Information

As part of their normal duties employees will obtain or have access to confidential information about the company. This may include but is not limited to, mix designs, raw material information, pricing information, and customer information.

Under no circumstances should this information be disclosed to any one outside of the company.

9) Inclement Weather

Permanent employees agree to take a minimum of sixteen hours leave per annum as wet days. The plant manager may send employee's home as required. This leave may be taken as a full day (8 hours), a half-day (4 hours), or 6 hours if an employee wishes to be paid for two hours prior to commencement of leave.

This clause shall not stop employees from taking more than 16 hours wet leave per annum. During periods of wet weather the company struggles to avoid losses and all employees are encouraged to take leave wherever possible.

10) Wet Weather Saturdays

For Saturday, overtime employees may be asked to work, or not work, up until they finish work on Fridays. If the Saturday is 'washed out' and no meaningful work can be offered for the minimum four (4) hours, then employees may be asked to leave after two (2) hours at management's discretion. If employees are asked to leave after two (2) hours, they will be paid for three (3) hours of work.

11) Transfer Between Plants

For operational reasons, the Company may need to transfer equipment and/or skills between plants. The parties agree that any driver can be transferred between Plants at the Company's request for a period of up to one (1) week in duration.

Where the driver is asked to travel in his own car and be ready for the start of the shift at the other plant , the driver will be paid a \$15 per day transfer allowance (exclusive of overtime days). Transfers will be for up to one (1) week in duration.

Where the driver transfers in paid time and uses the company vehicle then no allowance is paid.

For periods greater than one (1) week in duration, then after reasonable consultation as to the arrangements and time limit for rotation, a driver can be asked to stay on at the plant. Periods greater than one (1) week will not be paid a transfer allowance for the second and subsequent weeks.

Alternatively another driver with suitable skills can be nominated to transfer for a week.

Transfer between Plants excludes the Company's Culburra Plant.

12) Allocation of Overtime

Management cannot acknowledge a roster system for the allocation of overtime, and reserves the right to allocate work on the basis of truck requirements, driver knowledge, driver experience etc. Drivers changing trucks as little as possible is also a priority when allocating overtime. A commitment to equitable overtime distribution within the above framework remains. Any grievances are able to be raised and addressed between employees, management, and the TWU.

13) Sick Leave

Sick leave shall only apply to bona fide illness in accordance with the award. In cases where more than one day is taken consecutively, a doctors certificate must be produced. If no certificate is produced sick leave will be denied.

The provisions of the award will apply with regard to notification of sick leave. However when practical, notification should be given at least 30 minutes prior to the commencement of the shift. Untaken sick leave will accrue from year to year while employment continues with the company. Accumulated sick leave will not be paid out and shall be forfeited upon resignation or termination of employment.

14) Flexi Leave, Annual Leave, Long Service Leave

It is company policy to limit the accumulation of leave in accordance with the current award. All leave must be taken within the specified accrual allowances, being 76 hours flexi leave and 228 hours annual leave. Employees accruing more than this may be asked to take leave. Management may require an employee to take leave if accrual rates rise significantly above the allowed rates of accrual.

15) Maintenance

All drivers and operators shall conduct pre shift inspections of their vehicles, including but not limited to, water, oil, tyres, other fluids, and other essential items of the vehicle. All drivers shall maintain the external and internal cleanliness of their trucks such as time and work constraints allow. All opportunities to keep vehicles clean shall be utilised.

16) Staff Assistance

The Company may use staff employees, or non TWU drivers:

- i) to move trucks to and from repairer; or
- ii) to transfer a truck or deliver a load in "emergency situations".

'Emergency Situations' includes deliveries that are limited to the protection of Company's equipment or issues of employee safety, or the customer's equipment, personnel safety or engineering integrity. It is expected that this practice would be used in exceptional circumstances only and does not replace normal operational deliveries.

17) Casuals

The employer reserves the right to employ casuals without regard to the ratio of the number of casuals to permanents allowing it to meet peak demands.

The company shall determine the number of casual employees on the basis of peak demand beyond the control of the company, including periods of leave taken by employees. The Award will otherwise govern the employment of casuals.

18) Safety

The company is committed to meeting its OH&S obligations as dictated by the relevant Legislative requirements.

As such employees are expected to comply with all safety procedures and training that may apply from time to time.

Any employee whose willful actions compromise the safety of others or items of company plant and equipment may be subject to instant dismissal.

19) Collection of Money

In the normal course of their duties all employees are required to collect monies owing on deliveries. This money may be cash, cheques, or credit card imprint and must be accounted for to the plant manager or their delegate on return from the delivery.

20) Payroll Deductions

The company will provide for union subscriptions by members to be made by way of payroll deductions.

21) Disciplinary Procedure

i) Performance Issues

The company shall have the right to follow a disciplinary procedure with respect of issues concerning an employees performance. Examples of performance issues include, but are not limited to: breaching environmental responsibilities, incompetence, carelessness, lower than expected performance, acts of minor vehicle damage and/or neglect of work.

The disciplinary procedure followed will be at the discretion of the General Manager and may include these guidelines:

- a) A verbal warning will be issued. Either party can ask for a witness to be present , who may be a union delegate or a witness of the employee's choice. A record of this verbal warning will be kept and a copy will be provided to the employee. This may be either a diary entry or in another written form.
- b) Non-improvement of performance will result in the issue of a written warning, placing the individual on a period of notice in which to improve.
- c) Further non-improvement of performance will result in a further written warning and specified period to improve. Such written warning may also include a reference to the fact that if performance does not improve, in the further specified period, the employee may be dismissed.
- d) If the employee does not improve within this further specified period, then one of the options available may be dismissal of the employee.

ii) Summary Dismissal

The company has the right upon attainment of proof, to summarily dismiss an employee without notice or payment there-of in accordance with Section 31.1 of the Award.

Following notification to the relevant union delegate or employee representative, the company and the Union delegate may agree that an employee be suspended whilst an investigation takes place into an alleged breach of a safety procedure, refusal of duty, serious or persistent misconduct, serious inefficiency, or being under the influence of alcohol or drugs. Such suspension may 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 an employee once an investigation has been completed.

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, delegate or appointed representative prior to 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.

22) Disputes and Grievances Procedure

It is recognized and agreed that procedures should be in place to avoid interruption to operations, and to ensure a speedy resolution of grievances as they arise.

In the event of a question, difficulty or dispute arising at a plant the following shall apply;

- a) In the event of an individual or industrial dispute, the matter shall be raised, in the presence of the site delegate, with the respective site manager who will investigate and or respond to the matter.
- b) If the matter remains unresolved it shall be referred to the General Manager of SCE Premix who shall be given reasonable time to respond.
- c) Failing a satisfactory response then a joint meeting will be arranged with the site personnel, General Manager and representatives from the Union office.
- d) Failing a resolution the matter shall be referred to the Industrial Relations Commission of NSW for determination.
- e) Work shall proceed normally while these procedures are followed and without prejudice to either party.

If a dispute occurs which results in the cessation of work, employees are requested to complete:

- i) Deliveries that have commenced pouring;
- ii) Critical deliveries within a twenty-four (24) hour period of which will have a significant affect on the Company's or our customer's business if not fulfilled; and
- iii) The bowl of an employee's truck be emptied of concrete and cleaned, and yard and trucks are to be left in a condition fit to be parked.

23) Merit Based Redundancies

Should there be a surplus in labour for the needs of the business, redundancies will be based upon a skilled based selection criteria. The Union will be consulted throughout this process.

In the event of a redundancy, the severance pay scale, as set out in the Transport Industry - Redundancy (State) Award, shall apply.

24) Contract of Employment

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 performance area of work.
- b) Will be encouraged to participate in relevant training helping them to become a flexible member of the work team.
- c) Where possible notifies the company at least 30 minutes prior to shift time if they are unable to attend for whatever reason. That they will give the reason and possible duration of the non-attendance.
- d) Observes regulations and notices published by the company and its customers to provide an orderly and safe work place, including keeping the workplace and any plant or equipment in a clean, tidy, and safe state.

- e) Wears company supplied clothing without alteration. (Meaning defacement, deliberate damage, logos, etc that are not authorised by the company)
- f) Complies with the dispute settlement procedure of this agreement.
- g) Completes relevant documentation pertaining to the performance of their duties, as may be required by the company from time to time.
- h) Completes the risk assessment incorporated into the delivery docket that is required to be completed when arriving at the customer's site prior to unloading or leaving the road way.

25) Training

In accordance with the Company's objective to improve its employee's OH&S culture, the Company will provide TWU endorsed Blue Card Induction Training.

Training for external courses will be paid firstly at 8 hours ordinary normal time, from the course starting time, on a Monday to Friday period. Any training beyond 8 hours on a weekday or at weekends/Public Holiday will be paid at normal penalty rates.

26) Pay and Allowances

i) Wage Rates

The payment terms that are offered for this agreement are in conjunction with negotiations carried out in 2.2005

On signing of the agreement by the parties, the Company will pay a 4.5% increase, to be backdated to the first pay period on or after 1 August 2005. These hourly rates have had the slumping and maximum cash handling allowances absorbed and fully incorporated in the base hourly rate.

The Company will pay a further 4.5% increase in the first pay periods on or after 1 August.2006 and the 1 August 2007 respectively.

WAGES TABLE

01/08/05

Year 1	40hr Week		Proposed Increase					
	Grade	Current	Rate	Cash H	Slump	Total	4.5% Inc	Total Rate
	Grade 3	\$16.4229	\$16.4229	\$0.4490	\$0.4462	\$17.3181	\$0.7793	\$18.0974
	Grade 4	\$16.7492	\$16.7492	\$0.4490	\$0.4462	\$17.6444	\$0.7940	\$18.4384
	Grade 5	\$17.5927	\$17.5927	\$0.4490	\$0.4462	\$18.4879	\$0.8320	\$19.3199
	Batcher	\$20.1463	\$20.1463	\$0.4490	\$0.0000	\$20.5953	\$0.9268	\$21.5221

01/08/06

Year 2	40hr Week		Proposed Increase				
	Grade	Rate	Total	4.5% Inc	Total Rate		
	Grade 3	\$18.0974	\$0.0000	\$0.0000	\$18.0974	\$0.8144	\$18.9118
	Grade 4	\$18.4384	\$0.0000	\$0.0000	\$18.4384	\$0.8297	\$19.2681
	Grade 5	\$19.3199	\$0.0000	\$0.0000	\$19.3199	\$0.8694	\$20.1893
	Batcher	\$21.5221	\$0.0000	\$0.0000	\$21.5221	\$0.9685	\$22.4906

01/08/07

Year 3	40hr Week		Proposed Increase				
	Grade	Rate	Total	4.5% Inc	Total Rate		
	Grade 3	\$18.9118	\$0.0000	\$0.0000	\$18.9118	\$0.8510	\$19.7628
	Grade 4	\$19.2681	\$0.0000	\$0.0000	\$19.2681	\$0.8671	\$20.1352
	Grade 5	\$20.1893	\$0.0000	\$0.0000	\$20.1893	\$0.9085	\$21.0978
	Batcher	\$22.4906	\$0.0000	\$0.0000	\$22.4906	\$1.0121	\$23.5027

ii) Allowances

Slump and Cash Allowances:

These allowances have been absorbed and fully incorporated in the base hourly rates.

27) Essential Services

If a dispute occurs which results in the cessation of work, employees are requested to complete:

- i) deliveries that have commenced pouring;
- ii) critical deliveries within a twenty-four (24) hour period of which will have a significant affect on the Company's or our customer's business if not fulfilled; and

- iii) the bowl of an employee's truck be emptied of concrete and cleaned, and yard and trucks are to be left in a condition fit to be parked.

28) 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:
 - i) During paid and unpaid breaks during work hours; or
 - ii) 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.

APPENDIX A

ENVIRONMENTAL CONTROLS

All activity at the concrete plants and on site activities is in one way or another subject to the Protection of The Environment Operations Act 1997 and subsequent amendments. The following guidelines shall be adhered to at all times but do not limit the employees responsibilities in regard to environmental compliance. Employees have a duty to prevent, control and mitigate environmental matters that are in their control.

Yard Activities

- a) No water or waste material shall be disposed of other than in a company approved manner. All waste is to be disposed of under the direction of the plant manager.
- b) All employees are responsible for ensuring that the yard is maintained in a clean and tidy manner according to the instructions of the plant manager. This includes but is not limited to keeping sealed surfaces clean at all times, ensuring that spillage's are cleaned up on a routine basis, controlling dust and water emissions and being personally responsible for their own waste and rubbish.
- c) All employees have a duty to report the occurrence of any event likely to cause, or which may have caused pollution of the environment.

On Site and Mobile Activities

- a) Any spillage that occurs whilst travelling to or from site is to be reported immediately, and the most appropriate action taken to prevent further spillage.
- b) Washing out of trucks may be conducted on site only if specific approval has been given by the owner or their delegate, i.e. site foreman etc.
- c) No waste or washout water is to be discharged into, but not limited to:
 - i) Other properties public or private; or
 - ii) Roads, lanes or any other thoroughfare public or private; or
 - iii) Drains, waterways or water courses

When it is not possible to wash out in an approved manner, all waste is to be scraped into an appropriate container, and the driver will proceed to the yard to wash out.

It is noted that drivers have always assisted the company by not washing out at times of peak demand, and when practical this will continue to be the case.

- d) Under no circumstance is excess concrete to be dumped. If due to mechanical or product failure, load size has to be reduced, permission must be obtained from the General manager Concrete Division (or their delegate).

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

SIGNED for and behalf of the Transport Workers Union of Australia (NSW Branch)

Date

Witness

SIGNED for and behalf of South Coast Equipment (SCE) Concrete Division Pty Ltd

Date

Witness

SIGNED for and on behalf of the employees of SCE Premix Concrete Division Pty Ltd

Date

Witness