

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/132**

**TITLE: Brambles Coal Services Catherine Hill Bay Enterprise Agreement**

**I.R.C. NO:** 2001/539

**DATE APPROVED/COMMENCEMENT:** 22 February 2001

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/278

**GAZETTAL REFERENCE:** 18 May 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** Applies to Transport Drivers at the Catherine Hill Bay NSW Site

**PARTIES:** Brambles Coal Services -&- Transport Workers' Union of Australia, New South Wales Branch



**FILED**

**- 6 FEB 2001**

**OFFICE OF THE INDUSTRIAL  
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**27 NOV 2000**

**Brambles Coal Services**

**Catherine Hill Bay Enterprise Agreement**

Enterprise Agreement  
Industrial Registrar

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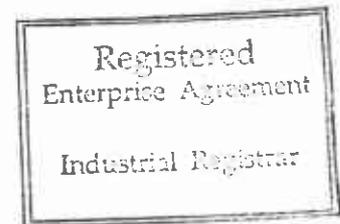
## **Enterprise Agreement dated 5 October 2000**

**Between:**

**Brambles Coal Services, Catherine Hill Bay**

**and**

**Transport Workers' Union of Australia, New South Wales Branch**



### **1.0 Introduction**

This Agreement is between Brambles Coal Services and the Transport Workers' Union at the Catherine Hill Bay site. The Agreement will stand alone and not set a precedent nor reflect agreements, for or at any other Brambles site.

This Agreement recognises the changes in operational requirements to ensure a continuity of service to the site.

Unless stated in this Agreement the terms of the Transport Industry (State) Award or their successors will apply.

### **2.0 Duration**

This Agreement expires 12 months from date of certification.

### **3.0 Rates of Payment**

Truck Drivers	\$16.50 per hour
Loader Drivers	\$17.11 per hour

The mixed functions clause (30) of the Transport Industry (State) Award shall be paid when applicable.

Annual leave loading as per the Transport Industry (State) Award shall be paid using the above amounts as the base rate.

#### 4.0 Shift Structure

- 4.1 To suit operational requirements a ten (10) hour shift will be a standard shift, however it may be necessary to reduce the shift to eight (8) hours or extend it to twelve (12) hours. This will be a management decision. All ordinary hours work will be paid at the agreed rate in clause (3), but shall also accrue the appropriate overtime and penalty rates in the award.

Those employees who wish to work a shift of eight (8) hours only, will advise their intention to do so where reasonably practical prior to the end of the previous day's shift.

#### 4.2 Day Shift

Under ordinary conditions day shift will commence at 5.00am from Monday to Friday.

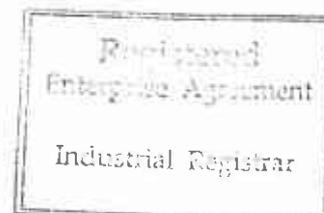
Should it be necessary due to changes in operations, it is agreed that starting times may be altered with notice given prior to 8.00pm the previous day. Such starting times may vary between 5.00am and 7.00am.

#### 4.3 Afternoon Shift

Under ordinary conditions, afternoon shift will commence at 3.00pm from Monday to Friday. However starting times may vary between 1.00pm and 3.00pm.

The first eight hours will be paid at single time with Afternoon Shift allowance applying. The next two hours will be paid at time and a half. If additional hours are required to be worked they will be paid at double time.

Permanent afternoon shift operators nominating for early starts (i.e. 1.00pm) will be given preference over casuals. Explanation: if casuals are working and have completed a minimum of four hours they are to be finished up allowing a permanent afternoon shift operator a start.



#### 4.4 Permanent Part-Time Employees

A total of four permanent part time employees will be engaged under the terms listed below.

##### Shift Structure

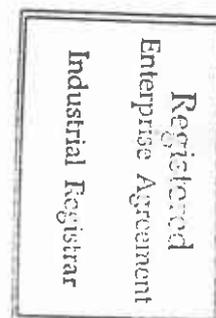
- Monday 12.00 am till 5.00am
- Tuesday – Friday 1.00am till 5.00am
- Minimum of 21 hours per week
- Minimum shift duration four hours
- Ordinary time commences at start of shift and continues for first eight hours in any given engagement. Normal penalty rates apply after eight hours Monday – Friday.
- Appropriate shift loadings apply.

##### Cancellation

- If not required for normal shift as much notice as practicable will be given. Such notice will be provided no later than 8.00pm on day of shift.

##### Leading Hand

- A leading hand will be selected from applicants and will oversee activities on above shift and report to Supervisors.
- Appropriate Leading Hand rate to be negotiated.



#### 4.5 Special Note

In the event of a permanent part time employee not being available for his regular shift (1.00am – 5.00am) the period 1.00am – 3.00am will be covered by permanent afternoon shift workers. The period 3.00am – 5.00am will be covered by permanent day worker.

Ordinary time will commence at 3.00am and no early morning shift allowance will apply providing a ten hour shift is completed.

If the shift is reduced to eight hours, ordinary time will commence at 3.00am and early morning shift allowance will apply.

In the event of day shift employees not being available for their regular shifts permanent part-time employees will be given preference over casuals with the night shift loading ceasing at 5.00am and normal time to continue for a maximum of four hours with appropriate penalty rates applying thereafter.

#### 4.6 Special Conditions

Afternoon Shift Allowance (17½%) will apply to work commenced after 10.00am.

Night Shift Allowance (30%) will apply to work commenced after 5.00pm.

#### 4.7 Weekend Shifts

Under extra ordinary conditions it may be necessary from time to time to make labour available on weekends (Saturday or Sunday). This will be seen as optional overtime and shift starting times may vary. The following rates shall apply.

**Saturday**                      The first two (2) hours paid at time and a half, the remaining hours at double time. Where an employee commences work at or after 12 noon he will be paid at double time.

**Sunday**                         All hours paid at double time.

#### 5.0 Overtime

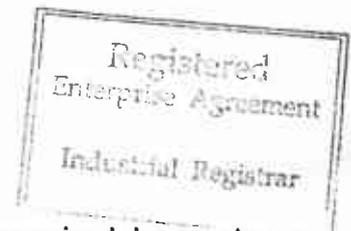
##### 5.1 Overtime

Relates to work outside standard shift times as required by customer service by Brambles' Catherine Hill Bay depot. The allocation of Monday to Friday overtime will be based on the total hours worked during the current pay week. For weekend overtime, the allocation of overtime will be based on the total hours worked during the current pay week plus the hours worked in the previous week. Employees with the least number of hours will get priority, with permanents having priority over permanent-part time and casuals and permanent part time employees having priority over casuals.

Permanent day shift operators will be given preference for Saturday overtime with afternoon shift operators being given preference for Sunday overtime.

##### 5.2 Availability

Each permanent employee shall make himself available for a reasonable amount of overtime. Rest breaks of ten (10) hours shall occur.



### **5.3 Nominations**

Persons wishing to make themselves available for weekend overtime will have their names on the notice board by 7.00am on Friday and for weekday overtime prior to the end of the preceding shift.

### **5.4 Allocation**

Overtime will be allocated in a consistent fashion for all employees, however, taking into account the skills required to provide flexibility of plant and equipment operations.

### **5.5 Cancellation**

Persons wishing to remove their names from overtime lists will do so prior to the commencement of the shift for which they had nominated.

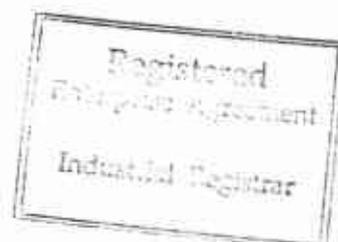
### **5.6 Overtime Exceptions**

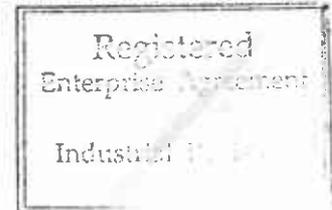
**5.6.1** Shift commencing 1.00am and terminating 7.00am Saturday to provide coverage for Moonee Colliery.

**5.6.2** On these occasions permanent part time employees are to be given preference providing they have not exceeded a total of twenty seven hours during the current pay week. Should they exceed the stated number of hours they will forfeit their right of preference to permanent day shift employees.

**5.6.3** Permanent part-time employees are to be given preference over casuals for additional hours (overtime) on Sunday afternoon prior to commencing their first shift of the week at 12.00am Monday.

**5.6.4** Hours worked before 12.00am will be paid at appropriate penalty rates.





## **6.0 Meals**

### **6.1 Meal Area**

A well equipped meal area is provided on site. Drivers are requested to use this facility. Company vehicles must not be taken off the site during meal breaks.

### **6.2 Meal Breaks**

The continual production of Coal Operations Australia Limited's Coal Preparation Plant requires a base fleet to be available at all times. This means a system of staggered breaks. Meal break allocations will be determined by the supervisors to ensure all drivers receive adequate breaks within an acceptable time frame and in accordance with R.T.A. driving regulations.

As a result of the flexible staggered meal break arrangement, drivers are paid for all hours worked including their meal break.

### **6.3 Drivers' Responsibility**

It is the responsibility of all drivers to keep the meal and kitchen areas in a clean and tidy condition.

## **7.0 Casuals**

**7.1** Casual employees shall be paid the rate specified in the appropriate classification specified in the Award.

**7.2** Irrespective of hours worked, a casual employee shall be paid a minimum of four hours work for each start.

## **8.0 Training**

The parties are committed to ongoing training. The Consultative Committee will meet on a regular basis to discuss site needs and employee career paths.

The Company will purchase all relevant Workcover permits. Priority for training will be determined by the Company. The current process of consultation will continue. There will be a trainer/assessor on site, the position will initially be offered to current employees.

Vehicle allocation will be at management's discretion. Operation needs will be a criteria in determining allocation, however drivers lacking the required skills will be offered training to acquire those skills.

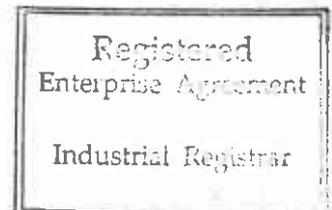
## 9.0 Subcontractors

The parties recognise that Company trucks will work in preference to subcontractors for the duration of the current contract. Subcontractors will abide by site hours and conditions when engaged.

## 10.0 Existing Flexibility

The following existing flexibilities form part of the Agreement:

- a) Nil wash up time
- b) Nil crib break (morning and afternoon tea)
- c) Nil meal allowance
- d) Flexible meal breaks
- e) EFT for payment of wages
- f) Nomination of daily overtime prior to end of previous shift



## 11.0 Consultative Committee

The Consultative Committee shall consist of two (2) employees and two (2) employer members and shall meet on a regular basis. A quarterly assessment of the Consultative Committee will be presented to all employees.

## 12.0 Future Agreements

The parties agree to commence discussion at least three months prior to the end of this agreement on terms and conditions for a future agreement.

## 13.0 Dispute Procedure

Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:

- 13.1 In the event of an industrial dispute, the representative of the Union on site and the Transport Supervisor shall attempt to resolve the matter in issue in the first place.
- 13.2 In the event of failure to resolve the dispute at job level the matter shall be subject to discussions between the TWU Organiser and Transport Manager and the company Industrial Relations department if required.
- 13.3 Should the dispute remain unsolved the Secretary of the union or his representative will confer with Senior Management.

- 13.4** In the event of no agreement being reached at this stage the parties will seek to have the matter referred to the Industrial Commission of NSW for its assistance.

Note: At each level of dispute a twenty four (24) hour cooling off period will operate. All work will continue as normal whilst negotiations are taking place.

If the above processes and consultations have failed and strike action or action is intended, then notice will be as per legislation.

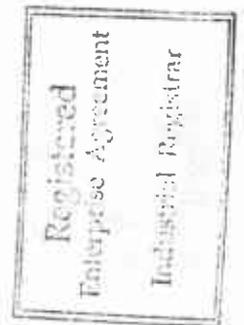
#### **14.0 Allowances**

Leading hand allowance to be by negotiation between parties with Award rate being the minimum amount.

#### **15.0 Special Conditions**

##### **15.1 Incumbent F.E.L. Operator Duties:**

- Maintain and operate dumps to most productive levels.
  - Cut in ramps
  - Prepare dumps
  - Load accurately
  - Load safely
  - Set up dump generally
- Operate machinery in most productive manner in relation to:
  - Speed of loading
  - Position loader re anticipate next requirements
- Professional input i.e.
  - Estimate stockpile amounts
  - Provide input to management re dump input
- Operate other machinery which comes onto site i.e. excavators and graders etc.



##### **15.2 Payment**

Incumbent F.E.L. operator's allowance will be negotiated with reference to the maximum allowance payable to other EBA covered employees in positions of responsibility with a minimum amount payable of \$50 per week. If either of the two recognised incumbent operators leave, then that position will be abolished. No further persons at the site will be entitled to this allowance.

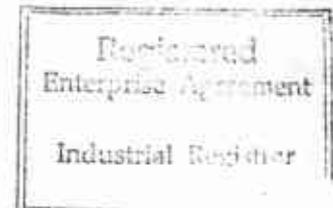
## 16.0 Annual Leave

Permanent and Permanent-Part Time operators agree to take annual leave during Moonee longwall programmed maintenance to suit company requirements. The criteria will be as follows:

- Volunteers
- Accumulated Leave

## 17.0 Duress

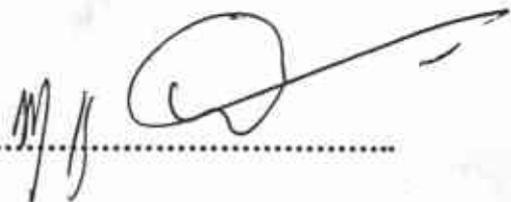
This agreement has been entered into by mutual consent of the parties in accordance with the Act, no duress has occurred.



**SIGNED BY :**  
**Brambles Coal Services,**  
**Catherine Hill Bay**

} ..... Keith Morgan

**WITNESSED BY**

} ..... 

**SIGNED BY**  
**The Transport Workers' Union**  
**Of Australia, New South Wales Branch**

} ..... 

**Mr Anthony Sheldon**  
**Secretary/Treasurer**

**WITNESSED BY**

} ..... R.E. Galvin G.P.

