

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/316

**TITLE:** **Hanson Metro Wallgrove Tippers EBA 2004**

**I.R.C. NO:** IRC4/6443

**DATE APPROVED/COMMENCEMENT:** 17 November 2004 / 1 April 2004

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 17 December 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees (including hire casuals) of Hansons Construction Materials Pty Ltd, located at Level 5, 75 George Street, Parramatta NSW 2150, engaged in driving tippers for the Hanson Metro Quarry Operation, the sites covered include Wallgrove, Bass Point, Penrith, and any other site where Metro quarry tippers are operating in the Sydney Metropolitan area, who fall within the coverage of the Transport Industry Quarried Materials (State) Award

**PARTIES:** Hanson Construction Materials Pty Ltd -&- the Transport Workers' Union of New South Wales

# **HANSON METRO WALLGROVE TIPPERS EBA 2004**

This Enterprise Agreement is made between:

HANSON CONSTRUCTION MATERIALS PTY LTD of 75 George Street, Parramatta (hereinafter referred to as "the Company"). AND

THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES for and on behalf of employees of the Company covered by the terms of this Agreement.

The parties agree as follows:

## **1. Title**

This Agreement shall be known as the "Hanson Metro Wallgrove Tippers EBA 2004"

## **2. Status and Scope**

This Agreement includes all flexibilities and agreed matters contained in previous EBA's made between the parties.

This Agreement applies to all employees of the Company (including labour hire casuals) engaged in driving tippers for the Hanson Metro Quarry operation. The sites covered include Wallgrove, Bass Point, Penrith and any other site where Metro Quarry tippers are operating in the Sydney metropolitan area.

## **3. Objectives**

The objects of this agreement are to:-

- 3.1 Enhance the productivity and efficiency of the Company's operations
- 3.2 Train employees on a continuing basis in health and safety matters and skill enhancement.
- 3.3 Provide a framework for ongoing viability of the operation and the job security of its workforce.

## **4. Commitment**

The Company commits to:

- (i) Ensuring that any additional sources of transport (eg. External contractors) are reminded of their responsibility to abide by awards, agreements and industrial laws (also with respect to health and safety and the environment) and heavy vehicle driving regulations.
- (ii) Positively support the continuation of the Enterprise Agreement process.
- (iii) All contractors utilised by Hanson shall be regularly inducted and a record of these inductions shall be kept by Hanson on the site at all times. It is further agreed that the TWU shall be allowed sufficient time at these inductions to inform transport workers of their industrial rights and to promote union membership.

## **5. Shift & Allowances**

- (i) All employees will work a minimum of eight (8) hours from the rostered starting time.
- (ii) In circumstances of wet weather or substantial business downturn, employees who are rostered off for the day prior to 1.00pm shall be paid eight (8) hours for that day. Employees rostered off for the day after 1.00pm shall receive pay for the actual hours (and overtime if applicable) worked

- (iii) Rotating shift allowance shall be paid at the rate of 20%. Where the company and the employees agree, shift rotation will take place on a monthly rather than a fortnightly basis provided that the Company shall not be liable to pay the 30% penalty payment under the Award in relation to shift times.
- (iv) Drivers may request to be placed on permanent nightshift. Drivers requesting permanent nightshift status from the company should do so with their relevant supervisor. Permanent night shift drivers shall be paid a shift allowance of 30%. Drivers may request a change from permanent night shift to rotating shift by giving three months notice to their relevant supervisor. Granting of permanent night shift positions shall be at the discretion of the company and based on
  - a. Availability of positions
  - b. Ability of the company to manage the shift to suit requests
- (v) The Company will not use the provisions of this clause to reduce available overtime or to replace permanent employees with part-timers or casuals.
- (vi) The parties agree to adopt the following Business Rule:

"Company trucks are always first to start. Shift trucks first, then day shift trucks followed by fleet haulers, then the LOD's followed by sub contractors and casuals who are always last to start".

If problems arise the Disputes Procedure will apply.

## **6. Work Practices**

- 6.1 It is agreed by the parties that employees covered by this Agreement will conform with the following work practices and procedures.
- 6.2 Company issued uniforms will be worn at all times while an employee is at work or on site.
- 6.3 The current trend of fuel usage (which at the date of commencement of this Agreement is 2.1 kilometres per litre of fuel expended) any variation to this will be reported by the driver
- 6.4 Employees will avoid negligent acts which damage vehicles and/or tyres and rims (eg. Drivers will avoid hitting gutters and bins etc)
- 6.5 Where possible, all trucks will be loaded, ticketed and fuelled overnight (or alternatively this may be completed at the end of every shift at the discretion of the company) for the day deliveries.
- 6.6 It is recognised that the use of driver's status buttons is fundamental to the success of the Customer Service Centre. It is agreed that all drivers will strictly observe the requirement to properly use the status buttons at all times.
- 6.7 In order to maximise efficiency at the point of delivery all drivers will observe a procedure where drivers who can successfully deliver their load will be given immediate preference, i.e. drivers who are unable to deliver (eg. Because the bin is full) will back off and allow through those drivers who can deliver.
- 6.8 Where an employee fails to observe these or any applicable work practices and procedures the Company has the right to take appropriate disciplinary action.
- 6.9 Employees must clock on at or before the nominated starting time.
- 6.10 Employees must drive their vehicles out of the yard within ten (10) minutes of the nominated starting time, except in the case of mechanical failure or breakdown.

## **7. Rostered Days Off and Attendance**

All drivers shall have the option to receive the cash value of their accrued RDOs on the following basis:

- (i) Employees may not accrue more than twelve (12) RDOs at any time.
- (ii) RDOs may be taken or cashed in at the option of the employee. The employee must notify the company in writing as to which option he/she wishes to take.
- (iii) If a driver achieves a target of no more than two (2) authorised sick days in a calendar year then the company will pay the cashed RDOs at the rate of time and a half. Other than in this case the cashed RDOs will be paid at ordinary time

## **8. Redundancy**

8.1 The parties agree that the redundancy scale detailed in Clause 8.2 hereof will apply during the life of this Agreement. It is not the intention of the Company to make any forced redundancies but should that become necessary (or should voluntary redundancies be called for) then the following scale will apply.

### **8.2 Redundancy Scale**

Where an employee covered by this Agreement is made redundant. The following scale will apply:

- (i) Notice in accordance with the prescription contained in the Workplace Relations Act 1996 (C'ith) (which the Company may choose to pay in lieu at its discretion);
- (ii) Redundancy pay at the rate of two (2) weeks ordinary pay for each completed year of service to a maximum of fifty two (52) weeks inclusive of notice

This scale shall remain in force for the life of this Agreement.

The company agrees that any changes to the redundancy package with its Quarry employees which occur during the life of this Agreement will be reflected in changes to this redundancy package i.e. Drivers under this Agreement will not be disadvantaged.

Should redundancies be required the parties will engage in proper consultation before the redundancies are implemented.

## **9. Medical Testing**

The company will, at its own expense and using a company - nominated doctor, have each employee given a routine medical examination on the following basis:

One examination every two (2) years but employees may request an annual examination.

Employees will be paid if the appointment is in company time in accordance with existing practice.

## **10. Additional Agreed Employment Matters**

(i) It is agreed that Hanson will have complete flexibility to regulate the make-up of its fleet in order to maximise the performance of the business. At all times Hanson will have regard to the existing conditions and make up of the fleet.

(ii) Union Picnic Day

The benefits of this paid holiday shall be available to financial members of the union.

(iii) Paid Time for Union Delegates

The company shall pay up to ten (10) hours per day for two (2) delegates to attend hearings, meetings etc where the company requires the presence of the delegates.

For matters where the union requests the presence of the delegates the company will pay up to ten (10) hours per day to a maximum of forty (40) hours per annum.

(iv) EBA Distribution and Paid Induction Meeting

The company will distribute this EBA to every employee. A paid induction meeting will be approved by the company provided it does not disrupt the business.

(v) Staggered Starts

The parties agree that employees on afternoon shift may be required to have staggered starts between 4.00pm and 5.00pm.

### **11. Training**

(i) The company supports the principle of Blue Card training. The parties agree that the current Hanson training program which is conducted through OZE Training (a Registered Training Organisation) will meet the needs of the parties as it provides for the issue of a Blue Card at Certificate Three level. The company agrees that the company shall provide for the issue of Blue Card, at no cost to the employee, when the appropriate recognised prior learning has been attained through Certificate Three training. Should this change the parties will discuss the matter to ensure that Blue Card principles are maintained.

(ii) Driver Trainers

Driver trainers approved by the company will be paid an additional \$20.00 per day for all time spent in training duties.

(iii) Saturdays

Where employees are required to perform training on a Saturday payment will be at the rate of time and a half. It is the intention of the parties that Saturday training will be performed in a balanced way so that some employees complete training before noon while others complete normal duties. In this way fairness will be achieved. Time and one half rates shall apply to the first four hours of training after which double time penalties will apply.

### **12. Co-Operation**

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms.

### **13. Award**

Where there is any inconsistency between this Agreement and the Transport Industry Quarried Materials (State) Award then this Agreement shall prevail to the extent of the inconsistency.

### **14. Disputes Procedure**

The parties have agreed that the following settlement of disputes procedures shall apply: -

- (i) The matter should first be discussed at the workplace level between the employees and relevant management. If an employee so requests the TWU delegate will be involved in such discussion.
- (ii) If the matter is still not settled discussions shall occur between the appropriate TWU official and management.

- (iii) If the matter is still not settled it shall be discussed between the branch Secretary (or nominee) of the TWU and the company.
- (iv) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of New South Wales which shall conciliate the matter.
- (v) The Industrial Relations Commission of New South Wales may make a determination which is binding on the parties where there is no likelihood that, within the reasonable period, conciliation will result in agreement.
- (vi) Whilst the above procedure is being followed work shall continue normally, except in circumstances where employees have genuine concerns for their health and safety. In the case of health and safety the employees must give the company 24 hours' notice of any intended industrial action in order to allow the company an opportunity to resolve the matter.
- (vii) This settlement of disputes procedure will apply to any dispute or claim (whether it arises out of the operation of this Agreement or not) as to the wages or conditions of employment of employees employed by the company.

### **15. Wage Increase**

The company will pay the following increases:

A.

- (i) A wage increase of 4% from 1 April 2004.
- (ii) A further wage increase of 4% from 1 April 2005
- (iii) A further wage increase of 4% from 1 April 2006.

B. Wage Incentive

In addition to the wage increases detailed in Clause 15 A above the company shall pay the following incentive payments. Targets will be calculated on a 12 month average from 1st March to 28th February with payments made on the 1st April or the nearest pay period.

Loads per Day Target	% Bonus	Payment
4.5	2	\$ 702.67
5	3	\$ 1,054.00
5.5	4	\$ 1,405.33
6	5	\$ 1,756.66
6.5	6	\$ 2,108.00
7	7	\$ 2,459.33
7.5	8	\$ 2,810.66
8	9	\$ 3,162.00

C. Additional Payment

The company will pay an additional increase of 1% effective on 1st April 2004 and each year thereafter during the term of this Agreement strictly on the basis that: - the drivers will self manage their rest periods and breaks together with a fundamental change to the current way in which drivers "queue" before delivering loads at designated plants and delivery sites.

The parties to this EBA agree that this combination of self management and changed work practice should result in a substantial lift in company productivity.

Notation: Should the lift in productivity not be achieved or should the work practice changes/self management implementation not be maintained by the drivers then the company reserves the right to revisit this aspect of the EBA.

## **16. Date of Operation and Duration**

This Agreement shall commence operation on 1st April 2004 and remain in force until 1st April 2007. The parties shall discuss a further agreement no less than three (3) months before the expiry of this Agreement.

## **17. Job Share**

The Company will accept applications from existing employees who wish to "job share". The "job share" scheme will operate as follows: -

- (1) Only drivers with more than (8) years service may apply
- (2) Successful applicants will be entitled to reduce their working hours to approximately 30 hours per week. Provided that any shift commenced must always be completed.
- (3) Successful applicants will be paid at the hourly rate (applicable at the time) for each hour worked and no penalty payments will apply.
- (4) The successful applicant must be able to introduce to the company a suitably qualified driver who is acceptable to the Company and who can work the hours which need to be covered as a result of the applicant reducing his working hours under the "job share" scheme.
- (5) Applications will be treated fairly by the Company but the success of any application will be at the discretion of the Company.

## **18. Leave Entitlements**

### **18.1 Sick Leave**

An employee will make every effort to inform management, prior to the nominated starting time, of his/her inability to attend for duty to enable alternate arrangements to be made to avoid interruption to deliveries. An employee may be subject to disciplinary action if a genuine effort has not been made to contact management prior to their intended start.

### **18.2 Annual Leave and RDOs**

Applications must be made in advance, in writing and where possible signed by the applicant. All leave must be approved by the Company before it can be taken.

### **18.3 Long Service Leave**

Applications must be made in advance, in writing, signed by the applicant and approved.

### **18.4 Leave and Sick Leave Without Pay**

This will be considered on a case by case basis with the underlying principle being one of fairness.

Where the Company terminates the employment of an employee for any reason other than misconduct then that employee has the right to be paid 50% of the value of accrued sick leave at the date of termination.

## **19. Meal Allowance**

The current universal allowance of \$42.80 per week (which compensates employees for all meals, travel and related claims) will be increased to \$50.00 per week as a flat allowance.

No further claims will be made (and Hanson will have no further liability) for the twenty (20) minute paid meal break at the end of a shift. All employees will be fully compensated for this by the increase referred to in Clause 5.1 of this Agreement.

## 20. Allocations

Employees covered by this Agreement agree to accept, without limitation, allocations from Hanson central allocations.

## 21. Starting Times

21.1 All existing drivers will be required to work a minimum of eight hours (8) from the commencement of their shift, which, for the purpose of this agreement will be:-

Afternoon shift not later than 5.00pm

21.2 Rostered days off

Rostered days off will not be taken by employees on the nominated days as otherwise provided by the award. Employees may elect to take RDO's or have RDO's paid in the following manner: -

All accrued RDO's will be paid or taken with annual leave in January or February of each year. If no advice has been given by an employee to management, all accrued RDO's will be paid in the last pay period in December of each year.

Employees may elect to accrue five (5) RDO's or more but may not accrue more than twelve (12) RDO's at any time.

Employees may elect to have an RDO paid in the period following the RDO being accrued on the Rostered Day provided by the award.

An employee may elect to take a rostered day off with the prior approval of the management.

## 22. Random Breath Testing

Random Breath Testing for alcohol will be introduced on site subject to the following conditions:

- (a) Tests will be purely random and no person or persons will be singled out.
- (b) No employee will be dismissed as a result of a single positive result. A positive result will bring disciplinary action (i.e. Employee will be sent home without pay for the first positive result) and repeated subsequent offences may lead to dismissal.
- (c) In accordance with company procedure an employee will be entitled to one verbal and two written warnings before termination under this clause.
- (d) These procedures will be read in conjunction with any Drug and Alcohol Policy that Hanson may negotiate and agree with the Transport Workers Union NSW during the life of this agreement.

## 23. Consultative Committee

23.1 A Consultative committee ("the committee") will be formed to assist in the implementation of this agreement and to further Productivity improvements in the future.

The committee will consist of the following members:

One Hanson Staff Member -	Logistics Supervisor
One Hanson Staff Member -	Fleet Manager



Three company employee drivers nominated by the body of employee drivers.

It is anticipated that the committee will meet monthly or as required from time to time. The main aim of the committee will be to review productivity targets and develop work practices to achieve and exceed these targets.

23.2 It is agreed that safety and road laws will not be compromised for the reason that this Agreement is aimed at efficiency in loading and unloading and reduction in idle time.

#### **24. Wages**

All drivers wages will be paid by Electronic Funds Transfer (EFT).

#### **25. Management Direction**

25.1 It shall be a condition of this Agreement that employees will drive whichever vehicle they are so directed to drive by the Company subject only to the employee having sufficient training and qualifications to drive the vehicle in question.

25.2 This agreement maintains the policy of trucks being allocated work not drivers.

#### **26. Casual and Employee Work Times**

Where a casual employee is required for any period, the start and finish times of that casual employee will be by the direction of the Company in accordance with the provisions of this Agreement and subject always to the Award provided that no casual employee shall be required to work an unreasonable number of hours in any single day.

#### **27. Start Times**

The parties will continue to adopt the existing work practice whereby employees who commence on day shift before the recognised start time of 6.30am will be paid overtime for all time worked up to 6.30am. The early morning shift penalty will not apply for the reason that overtime is acknowledged by the parties to be a more appropriate mechanism.

#### **28. Leave Reserved**

Leave is reserved to the union in respect of the matter of the Fair Share.

#### **29. Anti Discrimination**

1. It is the intention of the parties to this agreement to seek to achieve the object in s 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, age and responsibilities as a carer.
2. 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.
3. 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.
4. 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 s 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
5. 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.

Signed for and on behalf of HANSON CONSTRUCTION MATERIALS PTY LTD.

In the presence of:

Signed for and on behalf of:

THE TRANSPORT WORKERS UNION OF NEW SOUTH WALES

In the presence of: