

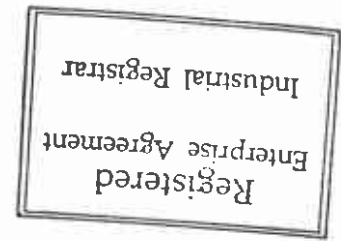
# ENTERPRISE AGREEMENT

NO. EA 98/134  
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DATE REGISTERED 20. 4. 98  
.....

PRICE \$ 54-00  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA98/134**

**TITLE:      Concrete Truck Drivers 1998 Enterprise Agreement - Menai Plant**

**I.R.C. NO:    98/1391**

**DATE APPROVED/COMMENCEMENT: 20 April 1998 and commenced 23 December 1997**

**TERM:        Expires 31 December 1999**

**NEW AGREEMENT OR  
VARIATION:                      New, replaces EA80/95**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:    27**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**      Employees who principally drive concrete trucks in the occupation of transport worker to cover the operations of Concite Pty Limited's plant at and from New Illawarra Road, Lucas Heights

**PARTIES:**      Concite Pty Ltd (Menai Concrete Batch Plant) -&- Noel Fitzsimmons, Glenn Manning, Leonard Roelandts



**ENTERPRISE AGREEMENT  
BETWEEN  
CONCRITE PTY LIMITED  
AND  
EMPLOYEE CONCRETE TRUCK DRIVERS  
AT  
MENAI CONCRETE BATCH PLANT  
KNOWN AS  
"CONCRETE TRUCK DRIVERS  
1998 ENTERPRISE AGREEMENT -  
MENAI PLANT"**



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## A. INTRODUCTION

1. This Enterprise Agreement is made between Concite Pty Limited (the company) and its employees who principally drive concrete trucks in the occupation of transport worker to cover the operations of the company's plant at and from New Illawarra Road, Lucas Heights.
2. This Agreement is made without duress.
3. This Agreement shall operate for a nominal term expiring on 31<sup>st</sup> December 1999.
4. The parties to this Agreement have agreed to terminate the prior Agreement number EA 80/95 registered pursuant to Section 126 of the **Industrial Relations Act 1991** which took effect on 8 March 1995 and was known as Concite Concrete Truck Drivers 1994 Enterprise Agreement - Menai Plant.
5. This Agreement takes the place of that prior Agreement effective on the date that it is approved by the Commission.

## B. TERMS AND CONDITIONS

### 1. APPLICABLE AWARD CONDITIONS

- (i) The following clauses in the Transport Industry-Mixed Enterprises Interim (State) Award and the Transport Industry-Mixed Enterprises Wages (State) Award (the Awards) shall apply, except to the extent to which they are inconsistent with the terms and conditions outlined below in this Agreement:

#### PART A

#### Clause No. Subject

2	Basic Wage
3	Wages - Division A
9	Absences from Duty
23 (i)	Public Holidays
27	Sick Leave
28	Annual Leave
32	Mixed Functions
35	Unauthorised Persons Riding on Vehicles
44	Bereavement Leave
47	Jury Service

A copy of these clauses is attached as Appendix A.

- (ii) All other clauses of the Awards shall not apply to employees covered by this Agreement.

### 2. TERMS OF EMPLOYMENT

- (i) The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement. Employees shall perform any work associated with concrete trucks or the batch plant and equipment of which the employee is capable. Employees will take a professional attitude at all times to ensure that the company's operations are carried out in a highly efficient and safe manner, including compliance with the company's Procedures Manual.
- (ii) Other individual employment contracts or other contracts for operation of concrete trucks may be entered into by the company.
- (iii) An employee with more than two month's service on termination of employment shall upon request be given a reference or certificate of service in writing containing at least information as to the length and nature of employment.

### 3. CLASSIFICATION

Employees shall be classified in a grade in accordance with the classification definitions in Clause 3, Wages, of the Award.

Employees shall be classified as full-time, part-time or casual.

### 4. HOURS OF EMPLOYMENT

#### Ordinary Hours of Work

The ordinary hours of employment shall be an average of thirty-eight (38) hours per week to be worked over a cycle agreed between the company and the employee.

The ordinary days of work for full time employees shall be any day Monday to Friday inclusive. The spread of hours for ordinary hours of work, unless otherwise agreed between the company and the employee, shall be 6.00 am to 4.00 pm and shall not exceed eight (8) hours per day.

The ordinary days of work for part time and casual employees may be any day Monday to Saturday inclusive as agreed between the company and the employee and the spread of hours for ordinary hours of work shall be 6.00 am to 4.00 pm Monday to Friday and 6.00 am to 12.00 noon Saturday.

When overtime is to be worked on Saturday mornings, full-time employees shall be given priority.

Hours in excess of an average of thirty-eight (38) hours per week will be paid at overtime rates in accordance with clause 10 of this Agreement.

#### Time Paid

Employees shall be paid for the time worked. Time worked shall be recorded and calculated to the nearest five minutes. Employees may be required to "clock on" from their trucks.

#### Rostered Days Off

Unless otherwise agreed between the company and the employee, full-time employees shall accrue a right to a full rostered day off in a four week cycle by working forty (40) ordinary hours per week during the first three (3) weeks and thirty two (32) hours during the fourth week. Rostered days off shall be taken on days agreed between the company and the employee.

Rostered days off may be accumulated with no limit as to the number of days accumulated provided there is agreement between the company and employee.

Accumulated rostered days off may be paid out on termination, or at the request of the employee and by agreement with the company, provided that the employee maintains a balance of two (2) accrued rostered days off. Such payment of accumulated rostered days off shall be at the ordinary time rate. Payment for rostered days off cancels the corresponding right to take the rostered days off.

### Commencement Time

Commencement times for ordinary hours of work, unless otherwise agreed between the company and the employee, shall be between 6.00 am and 7.30 am. Actual commencement times shall be varied by the company, by notice the day before, to suit day to day production requirements. Employees shall be contactable by telephone for notice about commencement time.

## 5. WAGES

(i) The wage rates in this Agreement are total wage rates of pay, inclusive of the basic wage for adults.

(ii) The wage rate for full-time employees shall be:

Classification Grade	Wage Rate \$ per week
Transport Worker Grade Three	479.18
Transport Worker Grade Four	487.92
Transport Worker Grade Five	509.58



(iii) The hourly wage rate for ordinary hours of work for part-time employees shall be the appropriate wage rate per week for full-time employees, divided by 38.

(iv) The hourly wage rate for ordinary hours of work for casual employees shall be:

Classification Grade	Wage Rate \$ per hour
Transport Worker Grade Three	15.09
Transport Worker Grade Four	15.36
Transport Worker Grade Five	16.08





(v) The wage rates set out in (ii) and (iv) above shall be increased as follows:

- (a) \$20.05 per week, effective on and from the first pay period commencing as from the date of registration of this Agreement.
- (b) \$24.10 per week, effective on and from the first pay period commencing twelve (12) months from the date of registration of this Agreement.

(vi) Any increases flowing from any State or Federal Wage Case or any increase to any relevant awards will be fully absorbed during the term of this Agreement by the rates and increases prescribed by this Agreement. However, wage rates payable under this Agreement shall be increased if necessary so that the employees do not receive a lower hourly rate for ordinary hours than they would receive under the Transport Industry Mixed Enterprises Wages (State) Award.

**6. ALLOWANCE**

An additional allowance in recognition of skill shall be paid. The allowance shall be at the rate of \$0.38 per hour, up to a maximum amount per week of \$14.37. The allowance is not paid on overtime hours. This allowance shall only be payable to an employee who has had at least three (3) month's service with the company, provided that at the company's discretion it may be payable after one (1) month's service to employees who have had extensive prior experience in the operation of concrete trucks.

**7. MEAL ALLOWANCE**

An employee who is required to work overtime on any weekday for a period of two hours or more after the end of ordinary hours of work shall, unless notified the previous day or earlier that such overtime is expected to be worked, be paid a meal allowance of \$6.60. Where so notified that overtime is expected to be worked and such overtime is not worked, the employee shall be paid the meal allowance.

**8. CASUAL EMPLOYEES**

- (i) Casual employee shall mean an employee engaged from day to day.
- (ii) A casual employee shall be paid a minimum of four hours for each start.
- (iii) The span of ordinary hours of work for a casual employee shall be in accordance with Clause 4 of this Agreement.
- (iv) The ordinary hours of work shall not exceed ten (10) hours per day. Hours worked in excess of ten (10) hours per day and/or thirty eight (38) hours per week shall be paid at overtime rates in accordance with Clause 10 of this Agreement.

- (v) The wage rate for casual employees is inclusive of annual leave, sick leave, bereavement leave and payment for public holidays.

## 9. PART-TIME EMPLOYEES

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(ii)

Part-time employee shall mean an employee engaged by the week to work a lesser number of hours than a full-time employee, but does not include casual employees.

The weekly hours shall be set upon engagement by the company and may be changed by the company.

- (iii) Part-time employees shall be engaged for a minimum of twenty (20) hours per week.
- (iv) Irrespective of hours worked a part-time employee shall be paid a minimum of four hours for each start.
- (v) The ordinary hours of work shall not exceed ten (10) hours per day.
- (vi) Hours worked in excess of set weekly hours, but less than thirty-eight (38) hours, shall be paid at the hourly wage rate for ordinary hours of work plus ten (10) per centum of that rate.
- (vii) Other provisions of this Agreement, where applicable, shall apply to part-time employees in the same ratio as ordinary hours of work are to thirty-eight (38) hours per week, except the provisions for rostered days off.
- (viii) Job sharing arrangements may be entered into with part-time employees.

## 10. OVERTIME

- (i) Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid to all employees as follows:
  - (a) For all time worked in addition to the ordinary hours of employment.
  - (b) For the purpose of the computation of overtime each day shall stand alone.
- (ii) The hourly rate of pay for purposes of calculation of overtime for all employees shall be the wage rate per week for full-time employees, divided by 38.
- (iii) Reasonable overtime shall be worked by employees when required by the company.
- (iv) An employee required to work on Sunday shall be paid at double time with a minimum payment of four hours.

## 11. MEALS AND CRIB BREAKS

- (i) Whenever it suits concrete production requirements there shall be an unpaid lunch break of thirty (30) minutes between the hours of 11.00 am and 2.00 pm.
- (ii) The lunch break when taken shall be taken between loads to suit production requirements advised by the company.
- (iii) When required by the company to work without taking an unpaid lunch break the employee shall be paid for the actual hours worked and shall record "N/L" (No Lunch) on the time sheet.
- (iv) Paid crib breaks shall be taken between loads to suit production requirements. Crib breaks (or a lunch break) shall be allowed about every three hours and shall be up to ten minutes duration.

## 12. PAYMENT OF WAGES

- (i) Wages shall be paid weekly.
- (ii) Payment of wages shall normally be by electronic funds transfer and shall be available to the employee by the second day after the end of the pay period. Alternative arrangements for payment by cheque may be made.
- (iii) Payment will normally be by direct payment into a bank account, building society or credit union account nominated by the employee.
- (iv) Unless otherwise agreed, payment for annual leave will be paid in advance; except for the pay week which is only part annual leave where an employee has returned to work before the end of the pay week.

## 13. MEDICAL EXAMINATIONS

- (i) The company may require prospective employees to undertake a medical examination by a qualified and practising medical practitioner prior to the company offering employment.
- (ii) Current employees will be required to undertake medical examinations by a qualified and practising medical practitioner at the company's request from time to time.
- (iii) The results of such examinations will be made available to the company by the employee.
- (iv) Persons considered unfit for work within their classification may be reclassified to other duties, provided alternative duties are available or terminated or retired.

- (v) The results of all medical examinations made available to the company are to be treated with strict confidence by the company.
- (vi) The company agrees to reimburse each employee the difference between the rate charged by a practising qualified medical practitioner and the scheduled fee.
- (vii) Where the company nominates the medical practitioner the examinations shall be at the company's expense.

## 14. TERMINATION OF EMPLOYMENT

### Notice of Termination by Employer

- (i) The following periods of notice shall be given on termination of employment:
  - (a) Full-time and part-time employees will be given the following period of notice of termination of employment, or compensation instead of notice:

Employees period of continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least two years continuous service with the employer.

Employees employed for a fixed term, or employees employed for the duration of a specific contract or task shall be given a minimum of one day's notice of termination of employment.

- (b) No period of notice shall be given to employees terminated for serious misconduct.
- (ii) Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

### **Notice of Termination by Employee**

- (a) The notice of termination required to be given by an employee shall be identical to that required to be given by the employer, except that there shall not be any additional notice required based on the age of the employee concerned.
- (b) Should an employee fail to give the requisite notice to the employer, the company may deduct payment for the corresponding period of notice.

### **Redundancy Due to Lack of Contracts**

It is acknowledged that there is an ordinary and customary turnover of labour due to the contract nature of the company's business. The parties to this Agreement acknowledge that the rates of pay set out in clause 5(ii) and the incentive payments paid in accordance with clause 7 of this Agreement compensate employees for any entitlement to redundancy pay or severance payment in the event that employment is terminated due to lack of contract work. The provisions of the Employment Protection Act 1982 shall apply.

### **Probation Period**

A probation period of six (6) months will apply to newly employed employees.

### **Last On First Off Practice**

The "last on first off" practice will not be applicable.

## **15. RECALL**

An employee recalled to work within two hours of finishing shall be paid for the additional time worked, plus thirty (30) minutes but must receive a minimum of two (2) hours pay.

## **16. PUBLIC HOLIDAYS**

- (i) The provisions of clause 23(i) of the Award shall apply.
- (ii) In addition, employees shall receive one additional day each year as a holiday to be observed on Easter Saturday. A full-time employee not rostered to work on Easter Saturday will be paid an additional day's pay or may agree to take a substitute day on a day mutually agreed.

## **17. LONG SERVICE LEAVE**

- (i) The Long Service Leave Act, 1955 shall apply.
- (ii) While an employee takes long service leave the employee's entitlement to accrued rostered days off shall cease.

## 18. CLOTHING AND UNIFORMS

- (i) The company will establish and update Safety Standards in accordance with the requirements of the Occupational Health and Safety Act. Such Standards will include requirements for employees to wear protective footwear and clothing. Employees shall provide, maintain and wear protective footwear and clothing (including hats) and sunscreen in accordance with these standards.
- (ii) The employer shall provide and the employee shall use, when required by the Safety Standards, gloves, eye protection, hearing protection and overalls.
- (iii) The employer shall provide, to full-time and part-time employees, protective footwear at the rate of two pairs per year to supplement employee provided footwear.
- (iv) Wet weather gear and safety helmets shall be provided for each truck by the employer when required.
- (v) Employees will provide and wear an accurate watch.
- (vi) Where required by the company to wear a distinctive uniform it will be provided free of charge by the company at times established by the company.
- (vii) Employees shall wear clothing which is tidy and neat in appearance.

## 19. SHIFT WORK AND FLEXI TIME

- (i) Shift work shall mean a shift commencing outside the hours of 6.00 am to 12.00 noon Monday to Saturday and where the time worked is in lieu of work at ordinary time.
- (ii) Full-time and part-time employees working occasional shift work shall be paid at the rate of time and a half, except that Sunday and Public Holidays shall be at the rate of double time.
- (iii) Casual employees working occasional shift work shall be paid per hour at the wage rate for casual employees, plus one half of the wage rate for full-time employees, except that Sunday and Public Holidays shall be at the rate of double the rate for full time employees.
- (iv) Long term shift work shall be paid at hourly rates agreed between the company and the employee provided that rates shall be at least that paid to day workers.
- (v) Where due to necessary rest breaks an employee works a short day before or after a shift, the employee shall be paid only for the hours worked.

- (vi) Irrespective of hours worked in a shift, an employee shall be paid a minimum of four hours work for each start.
- (vii) The administrative procedures in relation to shift work and flexi time are detailed in Appendix B of this agreement.

## 20. SAFETY AND ALCOHOL

Consumption of alcohol before work, during or before the end of a day's work is prohibited. Consumption on the company's premises after work or on the journey home from work shall be limited so that blood alcohol levels are below the legal limit for the driver of a car.

## 21. SUPERANNUATION

The employer shall contribute to the superannuation fund nominated by employees, namely the Concrete and Quarry Employees Superannuation Fund, in accordance with the Superannuation Guarantee charge legislation which currently provides a rate of six percentum (6%) for all full time and part time employees and for casual employees when they earn more than \$450.00 in a calendar month. The rate to increase to seven percentum (7%) effective 1<sup>st</sup> July 1998.

## 22. DISPUTES AND GRIEVANCES

### Individual Employee Grievances

An individual employee grievance must initially be dealt with as close to its source as possible.

The employee having a grievance is to notify the immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place.

If the grievance cannot be resolved at this level within reasonable time the supervisor shall refer the grievance to more senior management for resolution. Senior management shall meet with the employee and genuinely attempt to resolve the grievance.

At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.

If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance may be referred to the Industrial Relations Commission of New South Wales.

Reasonable time shall be allowed for each part of the procedure.

At all times whilst a grievance is being resolved normal work will continue.

The company acknowledges that an employee may be represented by the Transport Workers Union of Australia, New South Wales Branch, in relation to any grievance dispute.

**Questions, Disputes or Difficulties**

Questions, disputes or difficulties shall be dealt with in accordance with the Industrial Relations Act, 1996.

The Common Seal of **CONCRITE PTY** )  
**LIMITED** (ACN 000 795 166) was )  
hereunto affixed by authority of the Board )  
of Directors and in the presence of: )



*Peter Arnold*  
Secretary

Date: 9/2/98

Signed by the Employees

In the presence of:

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

SIGNED ON BEHALF OF  
THE MENAI DRIVERS

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## 2. BASIC WAGE

This award, in so far as it fixes rates of wages, is made by reference and in relation to a basic wage for adult males of \$121.40 per week.

The said basic wage is subject to variation in accordance with the provisions of subsection (2) of section 57 of the Industrial Arbitration Act, 1940. Upon any such variation, rates of wages prescribed by this award are subject to variation pursuant to Section 58 of the said Act to the extent necessary to give effect to the change in the basic wage.



### 3. WAGES

Note:

1. The wage rates set out in Part B of this award for the classifications set out in this clause are total weekly rates of pay (except where otherwise specified), inclusive of the basic wage for adult males.
2. For the purpose of computing wages, overtime etc., the additional amounts set out in Part B of this award and referred to in this clause form part of the weekly wage for the work performed.

#### DIVISION A: GENERAL RATES

- (i) Rates of Pay: employees falling within this division shall be paid the rates set out in Table 1 of Part B of this award.
- (ii) Classification Definitions:

**TRANSPORT WORKER GRADE ONE:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: extra hand; yardperson; rider of a motorcycle; rider or driver of a horse; driver of a tow motor; bicycle courier. Employees appointed to this grade can also be required to perform occasional driving of vehicles for which a Class IA driving license is necessary, provided that it is incidental to the preceding functions.

**TRANSPORT WORKER GRADE TWO:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of two-axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes; driver of forklifts with a capacity of up to 4.5 tonnes; loader; loader of rail truck.

**TRANSPORT WORKER GRADE THREE:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes; driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes; driver of a straddle truck.

**TRANSPORT WORKER GRADE FOUR:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of three-axle rigid vehicles; drivers of forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

**TRANSPORT WORKER GRADE FIVE:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained; driver of four-axle rigid vehicles; driver of articulated vehicles with a total of three axles; driver of rigid vehicle-trailer combinations with a total of three axles; driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.



**TRANSPORT WORKER GRADE SIX:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of articulated vehicles with a total of four axles; driver of rigid vehicle-trailer combinations with a total of four axles; driver of forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

**TRANSPORT WORKER GRADE SEVEN:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of articulated vehicles with a total of five axles or six axles; driver of rigid vehicle-trailer combinations with a total of five axles or six axles or seven axles; driver of forklifts with a capacity of over 60 tonnes.

**TRANSPORT WORKER GRADE EIGHT:** employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of double articulated vehicles (ie "B-double combination vehicles"); driver of rigid vehicle-triple trailer combinations (ie "road trains"); driver of gantry crane.

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## 9. ABSENCES FROM DUTY

Where an employee is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) he shall for each day absent, lose average pay for each such day calculated by dividing his weekly wage rate by 5. An employee who is absent for part of a day shall lose average pay for each hour or part thereof he is absent, calculated by dividing his weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for in Part (A) or (B) of paragraph (d) subclause (i), Day Work, of Clause 8, Hours of Employment, of this award. The employee shall take his time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, his weekly pay less an amount calculated according to the following formula:

$$\frac{\text{Number of day(s) absent during cycle} \times 0.4 \text{ hours} \times \text{Weekly Wage Rate}}{38}$$



## 27. SICK LEAVE

- (i) "Year" shall mean a period of twelve months measured for each employee from the date of commencement of his current period of employment.
- (ii) An employee, other than a casual employee, with not less than three months continuous service as such in the industry covered by this award, who is absent from his work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- (a) He shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before his ordinary starting time on the first day of his absence, and in any event within twenty-four hours, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
- (b) He shall furnish to the employer such evidence as the employer may reasonably desire that he was unable by reason of such illness or injury to attend for duty on the day or day for which sick leave is claimed.
- (c) Except as herein after provided, he shall not be entitled in any year (as defined) to leave in excess of five days of ordinary time.  
Provided that:
- (1) if his employment continues with the one employer after the first year, his sick leave entitlement shall increase to a maximum of eight days of ordinary working time at which figure it shall remain for each subsequent year of continued employment.
- (2) if the employment of an employee who has become entitled to leave in accordance with proviso (1) above is terminated for any reason, he shall not be entitled, in that year, to leave in excess of five days of ordinary working time.
- (iii) For the purpose of administering paragraph (c), of subclause (ii) an employer, within one month of this award coming into operation or within two weeks of the employee entering his employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and to act.
- (iv) The rights under this clause shall accumulate from year to year, as long as his employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (v) If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
- (vi) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (c) of subclause (ii) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.



- (vii) Accumulated sick leave to the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.
- (viii) Where an employee is sick or injured on the week day he is to take off in accordance with the provisions of Parts (A) or (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of this award he shall not be entitled to sick pay nor will his sick pay entitlement be reduced as a result of his sickness or injury on that day.



## - 28. ANNUAL LEAVE

- (i) See Annual Holidays Act, 1944.
- (ii)
  - (a) An employee at the time of his entering upon a period of annual leave in accordance with the Annual Holidays Act shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of three and one-third (3 1/3) hours' ordinary pay for each month.
  - (b) Upon an employee taking annual leave, his work cycle in respect of which he becomes entitled to a weekly accrual for time off pursuant to Parts (A) and (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of this award shall be suspended and he shall not be entitled to further accrual until his return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall be entitled to be rostered to take time off and shall so take time off upon completing the balance of the work cycle.
- (iii) Seven-day shift workers, i.e. employees whose ordinary working period includes Sundays and holidays on which they may be regularly rostered for work:
  - (a) In addition to the benefits provided by subclause (ii), of this clause, and by Section 3 of the Annual Holiday Act, 1944 (with regard to an annual holiday), an employee who, during the year of his employment with respect of which he becomes entitled to the said annual holiday, gives service as a seven-day shift worker shall be entitled to the additional leave as specified hereunder.
    - (1) If during the year of his employment he has served continuously as such seven-day shift worker - additional leave with respect to that year shall be one week.
    - (2) Subject to subparagraph (4), of this paragraph, if during the year of his employment he has served for only portion of it as such seven-day shift worker - the additional leave shall be one day for every thirty-six ordinary shifts worked as a seven-day shift worker.



- (3) Subject to paragraph (4), of this paragraph, the employee shall be paid for such additional leave at the ordinary rate of wages to which he is entitled under Clauses 2, Basic Wage, and 3, Wages, of this award for the number of ordinary hours of work for which such employee would have been rostered for duty during the period of additional leave had such employee not been on such additional leave.
- (4) Where the additional leave calculated under this subclause is or includes a fraction of a day such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.
- (5) In this clause reference to "one week" and "one day" includes holidays and non-working days.
- (b) Where the employment of a worker has been terminated and he thereby becomes entitled under Section 4 of the Annual Holidays Act, 1944, to payment in lieu of an annual holiday, with respect to a period of employment, he also shall be entitled to an additional payment of three and one-half hours at such ordinary rate of wages with respect to each twenty-one shifts of service as such seven-day shift worker which he has rendered during such period of employment.
- (iv) Employees of employers engaged in other than the transport industry shall receive the same annual leave conditions as apply to the employees of the industry or establishment in which they are working.

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## 32. MIXED FUNCTIONS

- (i) An employee required by his employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work he shall be paid as for a whole day's work.
- (ii) This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.
- (iii) On any day on which an employee covered by this award is engaged for more than two hours in the cartage or distribution within New South Wales of petrol or petroleum products from refineries, terminals or depots of oil companies, which are respondents to the Transport Workers' (Oil Companies) Federal Award in force from time to time he shall be paid for each such day at the rate of pay prescribed by this award, or the rate of pay prescribed by the Transport Industry - Petroleum, &c., Distribution (state) Award whichever is the higher rate.

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### 35. UNAUTHORIZED PERSONS RIDING ON VEHICLES

An employee shall not permit any unauthorized persons to accompany him on his vehicle, nor permit any such person to assist him in the delivery of goods, wares, merchandise or material unless such person has been engaged as an employee or is the owner of such goods, wares, merchandise or material or is the agent or representative of such owner.



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#### 44. BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purposes of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather or mother.

Provided further, an employee on weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

Where an employee would otherwise become entitled to bereavement leave, but such day or days occur on a day or days rostered for the employee to take off pursuant to Parts (A) or (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of this award, he shall not be entitled to bereavement leave nor will his bereavement leave be reduced as a result to him taking leave on that day or days.



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## 47. JURY SERVICE

- (i) An employee required to attend for jury service during his ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.
- (ii) An employee shall notify his employer as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall give his employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- (iii) Where the day or days upon which an employee is required to attend for jury service coincide with time rostered for the employee to take off pursuant to Parts A or B of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of this award, such rostered time off shall be deemed to have been taken in accordance with the roster.



## APPENDIX B – SHIFT WORK AND FLEXI TIME ADMINISTRATIVE PROCEDURES



### Agreement on Shift Arrangements

Shift work arrangements must be clearly agreed in advance each time a driver works an occasional shift. It must be agreed that it is shift work, as distinct from overtime work.

### Timesheets

The word **Shift** should be written on the timesheet against the shift work hours record. Otherwise the hours worked will be paid using the normal overtime provisions.

Unless advised otherwise on the timesheet, the hours paid for a shift before normal overtime rates are applicable will be:

- (a) Full time and part time employees: The hours actually worked, or 8 hours whichever is lesser. A four hour minimum applies.
- (b) Casual employees: The hours actually worked or 10 hours, whichever is lesser. A four hour minimum applies.

If work continues beyond these 8 hour and 10 hour maximum shift times, overtime rates will be paid on the additional time.

### Shift Hours in Lieu of Ordinary Hours (when agreed by driver and management)

Shift work hours (but not including overtime hours) are hours worked in lieu of ordinary hours. Because hours in excess of an average of 38 hours per week (40 hours for full time employees because of RDO's) are paid at overtime rates it must be agreed with the employee how the work at ordinary hours will be taken off in lieu of shift work hours.

In the case of casual employees, the ordinary hours should be worked so that the total of ordinary hours plus shift hours does not exceed 38 hours in each pay week. If it does exceed 38 hours the employees will be paid at overtime rates for the hours in excess of 38.

In the case of full time employees the ordinary hours should, whenever practical, be worked so that the total of ordinary hours plus shift hours (plus any RDO time at 8 hours/day) does not exceed 40 hours in the particular pay week.

### Ordinary Hours In Excess Of 38 Hours

The Enterprise Agreements are based on an average of 38 hours of work paid at the ordinary rates of pay. Whenever it is agreed with an employee to work more than 40 hours for full time employees (RDO's apply) or 38 hours for casual employees at ordinary rates of pay in a particular pay week, this needs to be clearly indicated on the timesheet. The words Flexi-Time accrued should

be written on the timesheet and will be recorded automatically at the Administration Office. Flexi-Time accrued should be taken off as soon as practical, preferably within the next two pay periods.

**Accrual of Ordinary Hours to be Taken Off - Flexi Time** (when agreed by driver and management)

When a **full time employee** works so that the total of shift hours and ordinary hours in a pay week exceeds 40 (less any RDO's) then there is an accrual of hours which must be taken off in a later pay week. The time accrued will be called "flexi time" in our pay system.

These accrued hours should be taken off as soon as practical, preferably within the next two pay periods.

In a pay week when ordinary hours accrue, the full time employee is paid for 40 hours (less any RDO's). Any shift work will be paid at shift rates. The accrued ordinary hours are paid in the pay week when the accrued hours are taken off in lieu of ordinary hours.

When accrued hours are taken the timesheet should be marked "flexi time" and these hours will be paid at ordinary hours rate.

Accrued ordinary hours will be reported on pay slips as "flexi time accum". When taken it will be reported as "flexi time taken".

**Ordinary Hours of Work on the Same Day**

Ordinary hours of work before or after a shift do not attract overtime rates because a shift is worked on the same day. There should normally be a break between a shift and ordinary hours of work before or after a shift.

