

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/247**

**TITLE: Pioneer Wallgrove Transport Enterprise Agreement 1998**

**I.R.C. NO: IRC 98/4412**

**DATE APPROVED/COMMENCEMENT: Approved 19 August 1998 and commenced 1 June 1998.**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 6**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Drivers employed in transporting quarried materials at Wallgrove, Penrith and Menai sites**

**PARTIES: Pioneer Concrete (NSW) Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch**



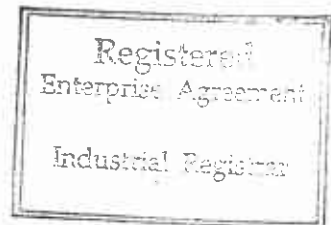
THIS ENTERPRISE AGREEMENT is made on the 16<sup>th</sup> day of JULY 1998 between



**PIONEER CONCRETE (NSW) PTY LIMITED** of 75 George Street Parramatta in the State of New South Wales (hereinafter referred to as "the Company") of the one part; and

**THE TRANSPORT WORKERS UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH** of 31 Cowper Street Parramatta for and on behalf of employees of the Company engaged under the terms of this Agreement.

The parties hereby agree as follows:



1. **TITLE**

This Agreement shall be known as the Pioneer Wallgrove Transport Enterprise Agreement 1998.

2. **STATUS AND SCOPE**

- 2.1 This Agreement will apply to all employed drivers engaged by the Company at its transport operations at the Wallgrove site (including those drivers based at Penrith and Menai) in so far as those operations extend to the carrying of quarried materials.
- 2.2 This Agreement shall prevail to the extent of any inconsistencies which may exist between this Agreement and either the Quarry Industry Award, Transport Industry (State) Award or the Transport Industry - Mixed Enterprise (State) Award.

3. **WORKING HOURS AND SHIFT**

- 3.1 All employees will work a minimum of eight (8) hours from the rostered starting time i.e. the minimum eight (8) hours commences at the actual starting time provided that this sub-clause shall apply only to starts at or after 5.00 a.m.
- 3.2 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.
- 3.3 The Company will not use the provisions of this clause to reduce available overtime or to replace permanent employees with part-timers or casuals.

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**4. JOB SHARING**

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

- (i) Only drivers with more than eight (8) years service may apply.
- (ii) Successful applicant will be entitled to reduce their working hours to approximately 30 hours per week. Provided that any shift commenced must always be completed.
- (iii) Successful applicants will be paid at the following rates:-

Ordinary hours:-	\$15.1082 per hour.
Hours outside shift span:-	\$16.1082 per hour.
Saturday hours:-	\$17.1082 per hour.
Sunday/public holiday hours:-	\$20.1082 per hour.



Note: Rates will be adjusted in accordance with the agreed wage increases under this Agreement.

- (iv) 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/her working hours under the "job share" scheme.
- (v) Applications will be treated fairly by the Company but the success of any application will be at the discretion of the Company.
- (vi) Award and statutory entitlements will be paid on a pro-rata basis.

4.2 The Company will not use the job sharing scheme to reduce overtime or overtime opportunities for the full-time permanent fleet.

**5. MEAL ALLOWANCE**

5.1 The current universal allowance of \$32.80 per week (which compensates employees for all meals, travel and related claims) will be increased as follows:-

- (i) by \$5.75 per week on the commencement of this Agreement.
- (ii) by a further amount of \$5.95 per week at the commencement of the second year of this Agreement.

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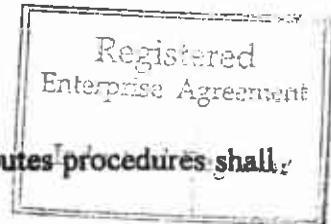
5.2 No further claims will be made (and Pioneer will have no further liability) for the twenty (20) minute paid meal break at the end of a shift. All employees will be fully compensated for this by the increase referred to in Clause 5.1 of this Agreement.

## 6. SICK DAYS

Where an employee resigns or where his/her employment is terminated for a reason other than misconduct or is made redundant the employee will be paid on termination for 50% of the value of untaken sick leave accrued by the employee during employment with the Company. This will only apply to employees with more than three (3) years service as at the date of termination.

## 7. DISPUTE PROCEDURE

- (a) 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 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 employer;
  - (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.
- (b) Whilst the above procedure is being followed work shall continue normally, except in circumstances where employees have genuine concerns for their health and safety.
- (c) 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.



## 8. CONDITIONS

8.1 It is agreed by the parties that employees will conform with the following work procedures at all times:-

- (a) Uniforms are to be worn at all times
- (b) Fuel figures to stay in line with current trends.
- (c) No negligent damage to tyres and rims (i.e. drivers are to avoid hitting gutters, bins etc).
- (d) No negligent damage to truck (i.e. drivers are to avoid negligent acts which damage the vehicle).
- (e) Drivers must clock on or before nominated starting time.
- (f) Drivers must be out of yard within ten minutes of nominated starting time unless there is an acceptable reason i.e. tyres, flat battery, mechanical failure.

8.2 In return for employees conforming with the above work procedures the Company will pay a wage increase of 2% at the commencement of this Agreement.

8.3 It is agreed that where employees fail to conform with the above work procedures the Company has the right to commence immediate disciplinary action.

## 9. WAGE INCREASE

In addition to the wage increase referred to in Clause 8 each employee shall receive -

- (i) a wage increase of 2% at the commencement of this Agreement;
- (ii) a wage increase of 2.5% at the beginning of the second year of this Agreement.

## 10. PRODUCTIVITY

10.1 The parties agree to work together to reduce the average sick leave taken by each permanent member of the fleet [which is agreed to be 8 days per man per annum at the date of commencement of this Agreement] to 3 days per man per annum provided that periods of sick leave taken in respect of genuine long term illness will be exempted from calculation of average sick leave. Where an issue arises over what is a genuine long term illness management and the delegates will consult.

10.2 If the target reduction is achieved either at or before 1<sup>st</sup> April, 1999 then the employees will receive a wage increase of 1.5% on 1<sup>st</sup> April, 1999.



10.3 It is agreed by the Company, the union and the employees that if the target reduction in sick leave is achieved it will be maintained for the life of this Agreement. The union and the employees recognise that this is fundamental to the Company.

11. DURATION

This Agreement shall commence operation on 1 June, 1998 and shall operate for a period of two (2) years thereafter provided that the wage increases and the meal allowance increase expressed to take effect in this Agreement shall take effect from 1 April, 1998 and 1 April, 1999 respectively. Negotiations for a new Agreement will commence no less than six (6) months before the expiry of this Agreement.

12. WAGE APPENDIX

The wage outcomes under this Agreement are contained in Schedule A.

Signed for and on behalf of )  
PIONEER CONCRETE (NSW) )  
PTY LTD in the presence of )

*[Signature]*  
.....  
Witness

*[Signature]*  
.....



Signed for and on behalf of the )  
TRANSPORT WORKERS UNION )  
OF AUSTRALIA NSW BRANCH )  
in the presence of )

*[Signature]*  
.....  
Witness

*[Signature]*  
.....

### SCHEDULE A

BASE RATE	YEAR ONE (CL-10)	YEAR ONE 2017 2%	YEAR TWO 2018 2%	YEAR TWO (CL-10) + 1.5%
\$574.11 p.w.	\$585.59 p.w.	\$597.30 p.w.	\$612.23 p.w.	\$621.41

### MEAL ALLOWANCE (CL. 5)

BASE ALLOWANCE	YEAR ONE 2017 \$5.75	YEAR TWO 2018 \$5.95
\$32.80 p.w.	\$38.55 p.w.	\$44.50 p.w.