

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/238**

**TITLE: Gregorys Transport/BHP Building Products Chullora Site Enterprise Agreement**

**I.R.C. NO:** 00/3656

**DATE APPROVED/COMMENCEMENT:** 9 August 2000

**TERM:** 28 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees performing the duties as Drivers and Loaders for the company

**PARTIES:** Gregorys Transport Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

1. This agreement shall be known as the

**Gregorys Transport / BHP Building  
Products Chullora Site Enterprise  
Agreement.**



## **EBA - BHP Building Products Chullora Site**

### **2 . Parties To The agreement**

Parties to this agreement are Gregorys Transport ( BHP Chullora site ) and The Transport Workers Union ( TWU ).

This agreement shall partially negate the terms and conditions of employment previously regulated by the Transport Industry State Award ( the Award ) or any other award(s) that replace these awards during the nominal period of this agreement and therefore after the agreement is varied or rescinded.

### **3. Training**

The Company strongly endorses the commitment to training and will continue to provide ongoing training for all employees. As part of their ongoing training all employees must complete the Department of Education and Training (DET) " Transport and Distribution (Road Transport)" Certificate.

Two delegates will be allowed a total of six working days each per year ( not consecutive ) to attend additional training provided by the TWU to benefit the company and it's employees through improved communication.

### **4 . Measures to increase efficiency**

Employees must be committed to delivering efficiency improvements in safety and the transport and loading functions .

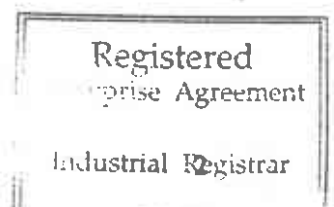
Performance of these functions will be measured using data collected from a range of Key Performance Indicators ( KPI's ) used to identify improvement areas.

These KPI's will include the following,

**Safety** – Number of All injuries , Medically treated injuries , Lost time injuries

**Drivers** – Drops/hour , drops/day , Time drops met/day , Number of Loads departed site on time, Number of delivery dockets completed correctly , Number of non deliveries/day , Number of non compliance's to load restraint guidelines.

**Loaders** – Tonnes/man hour , Hours/man , Tonnes loaded/shift , Number of non compliance's to load restraint guidelines , Number of shift reports completed/day.



- General** – Number of Customer complaints  
Number and value of Product damage claims  
Number and value of Delivery failure backcharge claims  
Number and value of Vehicle damage incidents  
Number and value of non reported vehicle damage incidents  
Number and value of Equipment losses

All employees must assist the company in the collection of data by providing time sheets for deliveries , loading check lists and any other general information required .

Employees will work with Management to improve performance in those areas identified as requiring improvement.

### **5 . Communication**

The company will promote improved communication with all employees by holding regular monthly communication meetings to discuss safety and general issues concerning the operations on and off the site.  
All employees will be required to attend these monthly meetings which will be held in company time.

### **6 .Maintenance and Care Plant and Equipment**

Employees must take responsibility for the routine maintenance and care of equipment under their control.

All daily pre operational checks to trucks , cranes , forklifts , trailers , lifting and load restraint equipment must be carried out and documented as required .

Any damage to equipment must be reported immediately with the necessary incident reports being completed by the employee involved.

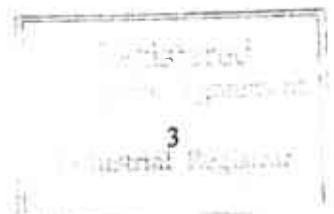
Employees who damage equipment will be counseled and when at fault will receive a letter of warning, repeat offenders may be subject to dismissal.

### **7 .Schedule of Rates**

These rates apply to all employees excluding loaders currently being paid over grade 2 rates.

The award rates referred to are those rates current as of February 2000.  
The company will pay increases as follows , award rates + 5 % + 5 % + 3.5 % ( cumulatively ) in the first year with an additional 3.5 % applied on 1<sup>st</sup> March 2001 and a further 3.5 % applied on 1<sup>st</sup> March 2002 , refer appendix attached – table A and table B .

As a trade off for these increases all employees will be properly classified as per the grades outlined in the award and set out below.



Loaders will be classified as Grade 2

Loaders who obtain a forklift license will be classified as Grade 3

Loaders who obtain both a forklift license and an overhead crane license will be classified as Grade 4

Single drive axle Rigid drivers will be Grade 3

Bogie drive axle Rigid drivers will be Grade 4

Single drive axle Prime Mover drivers will be Grade 6

Bogie drive axle Prime Mover drivers will be Grade 7

Leading Hands will receive the Leading Hands allowance as outlined in the award.

#### **8 . Current Employees**

Loaders currently receiving payments above Grade 2 will continue to receive their current rate plus 3.5% in year 1, then 3.5 % applied 1<sup>st</sup> March 2001 , and 3.5 % applied 1<sup>st</sup> March 2002 ( refer table B )

All rigid drivers currently employed will receive the new Grade 4 payment.

Single drive prime mover drivers will receive the new Grade 6 payment.

#### **9 . Duration of the Agreement**

This Agreement operates from the date of approval and will expire on the 31<sup>st</sup> December 2002.

There will be no further claims entered into over the life of this agreement.

Any increases to the Transport Industry Award during the life of this agreement will be absorbed into rates payable in this agreement.

#### **10 .Probationary Employment Period**

The Employee will be employed on a probationary basis for a period of three (3) months from the day the Employee commences employment with the Company.

During the probationary period, the Company will assess the Employee's performance and where such performance is unsatisfactory the Employee will be counseled and given an opportunity to improve. Whereupon a further probationary period may be exercised!

## **11 . Sick Leave**

From June to May each year any employee at the conclusion of a twelve month period of continuous service the Company will pay each employee the amount of \$ 50.00 bonus for each untaken sick day accrued in that period. This bonus will not diminish the sick leave entitlements or accruals of any employee.

## **12. Rostered days Off ( RDO )**

Employee's working an eight hour day will accumulate 0.4 hours per day into an R.D.O. bank.

An Employee must work 19 days continuously to accumulate 7.6 hours (1 day) for the purpose of an RDO. Accrual of time for the purposes of an R.D.O. do not occur where an employee does not attend work due to annual leave, sick leave, unpaid leave or Rostered days off.

R.D.O.'s will accumulate during the year with all entitlements remaining being cashed out to each employee in the last pay period prior to Christmas.

Employees must seek approval for an RDO with a minimum of 72 hours notice.

In periods where there is a low activity levels the Company may require employees to take a maximum of two R.D.O.'s per year per employee to minimise the impact on the business.

## **13. Uniforms and Appearance**

The company will provide it's Employees with uniforms which must be worn and maintained by the Employee in a reasonable state of repair.

The Company will renew uniforms on an annual basis.

Employees must present themselves for work in clean uniforms and be well groomed.

If an Employee presents themselves in contravention of the above guidelines without reasonable excuse, they will not be permitted to commence work and will not be entitled to payment until they present themselves appropriately. If the Company takes such action it will constitute part of the formal counselling of the Employee.

## **14. Contractors**

The Company will undertake to employ only those contractors who agree to comply with all legislation in terms of O.H & S , wages and superannuation and will agree to discontinue using any contractor proven to be in breach of legislation as outlined above.

## 15. Dispute Resolution

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

The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place.

In the event of failure to resolve the dispute at the job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.

Should the dispute still remain unresolved the Secretary of the Union or a representative will confer with senior management.

In the event of no agreement being reached at this stage , the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution .

All work will continue normally while these negotiations take place.

**Table A**  
**Hourly Rates of Pay ( 38 hour week )**

Grade	Year 1	1 <sup>st</sup> March 2001	1 <sup>st</sup> March 2002
Two	\$13.88	\$14.36	\$14.87
Three	\$14.21	\$14.70	\$15.22
Four	\$14.49	\$15.00	\$15.52
Six	\$15.40	\$15.94	\$16.50
Seven	\$15.95	\$16.51	\$17.09

**Table B**  
**Hourly Rates for Existing loaders above Grade 2**


Current Hourly Rate	Year 1	1 <sup>st</sup> March 2001	1 <sup>st</sup> March 2002
\$ 14.00	\$ 14.49	\$ 14.99	\$ 15.52
\$ 14.15	\$ 14.64	\$ 15.15	\$ 15.64
\$ 14.84	\$ 15.35	\$ 15.88	\$ 16.44
\$ 15.88	\$ 16.43	\$ 17.00	\$ 17.60



## Signatories to the Agreement

  
\_\_\_\_\_  
**TWU Secretary**

1-6-00  
**Date**

  
\_\_\_\_\_  
**Gregorys NSW Manager**

1-6-00  
**Date**

Registered  
Enterprise Agreement  
Industrial Registrar