

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/208

**TITLE: Readymix Holdings Pty Limited Albion Park Transport
Enterprise Agreement No.1 2003**

I.R.C. NO: IRC3/3642

DATE APPROVED/COMMENCEMENT: Approved 18 August 2003/Commenced 1
January 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 14 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Readymix Holdings Pty Limited at Wollybutt Drive,
Albion Park employed in the occupation of driving and covered by the Transport Industry Quarried
Materials (State) Award

PARTIES: Readymix Holdings Pty Limited -&- the Transport Workers' Union of New South
Wales

READYMIX HOLDINGS PTY LIMITED

ALBION PARK TRANSPORT

ENTERPRISE AGREEMENT NO. 1 2003

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1..Title

- 1.1 This agreement shall be known as the Readymix Holdings Pty Limited Albion Park Enterprise Agreement No. 1 2003.

2. Application

- 2.1 This Agreement shall apply at the site operated by Readymix Holdings Pty Limited ("Readymix") at Wollybutt Drive, Albion Park, New South Wales ("Site") and shall cover employees employed in the occupation of driving and covered by the Transport Industry Quarried Materials (State) Award ("Award").

3. Parties

- 3.1 The parties to this Agreement are:
 - (1) Readymix;
 - (2) the Transport Workers' Union of Australia, New South Wales Branch ("Union"); and
 - (3) employees employed by Readymix at Wollybutt Drive, Albion Park, New South Wales who are covered by the Award ("Employees").

4. Relationship to Parent Award

- 4.1 This Agreement shall be read and construed in conjunction with the Award.

- 4.2 Where there is inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

5. Term

- 5.1 This Agreement shall come into operation on and from the first full pay period to commence on or after 1 January 2003 and shall remain in force until 31 December 2005.

6. No Extra Claims

- 6.1 The Union and the Employees agree that they will make no extra claims whether covered by this Agreement or not for the duration of this Agreement except applicable wage increases granted by the Industrial Relations Commission of New South Wales ("Commission").

7. Review

- 7.1 The parties shall review this Agreement six months prior to the expiry of the Agreement as set out in clause 5 to examine both the operation of the Agreement and the possibilities of entering into a further agreement.

8. Objectives

- 8.1 The parties to this Agreement are committed to ongoing improvements in productivity, efficiency and flexibility which in turn will continue to increase Readymix's competitiveness and offer secure and worthwhile employment for Employees.
- 8.2 Readymix has a business need to continually improve and grow so that it becomes more competitive. Readymix has developed a vision of the type of business it wants and the critical elements necessary to transfer that vision into a reality.
- 8.3 It is the objective of this Agreement for the parties to continually implement the following Readymix core values:
- (1) Safety Health And Environment ("She"): Nothing Comes Before The Safety Of Our Employees And The Public;
 - (2) Employee Satisfaction: Employees Give Value To Our Customers And Business When Their Hearts And Minds Are Fully Engaged In Their Work;
 - (3) Customer Satisfaction: Once We Are Assured Of The Safety And Well Being Of Our Employees, Nothing Stands In The Way Of Us Delivering On Our Commitments To Our Customers; And
 - (4) Operational Excellence: We Operate As Efficiently And Productively As Possible In Order To Create Value For Our Employees, Customers And Owners.

9. Previous Agreements

- 9.1 The parties to the Agreement agree to continue to meet the commitments and requirements arising from the following previous agreements:
- (1) CSR Ltd T/A The Readymix Group - Country Division (South Coast) Transport Enterprise Bargaining Framework Agreement 1994;
 - (2) CSR Ltd T/A The Readymix Group - Country Division South Coast Transport Enterprise Arrangement 1995;

- (3) CSR Ltd T/A CSR Readymix Southern Region South Coast Transport Enterprise Arrangement No. 3 1997;
and
- (4) CSR Ltd T/A CSR Readymix Country Division South Coast Transport Enterprise Agreement No. 4 2002.

10. Wage Increases

10.1 All Employees covered by this Agreement are entitled to the following wage increases:

- (1) First Wage Increase

A 4% wage increase shall be paid to the Employees covered by this Agreement on the first full pay period to commence on or after 1 January 2003.

- (2) Second Wage Increase

A 4% wage increase shall be paid to the Employees covered by this Agreement on the first full pay period to commence on or after 1 January 2004.

- (3) Third Wage Increase

A 4% wage increase shall be paid to the Employees covered by this Agreement on the first full pay period to commence on or after 1 January 2005.

- (4) The wage increases referred to above are detailed in Annexure A to this Agreement.

11. New Truck Configuration Technology

11.1 Prior to the introduction of new truck configuration technology, Readymix will consider and consult with the Employees and the Union and, if necessary, negotiate new wage rates associated with the new skill required to drive the same.

11.2 The term "new truck configuration technology" does not include upgrading or modification of existing trucks and/or increasing the tonnage of trucks and only includes B-Double Trucks and Maxi-Dogs which have a different configuration to Readymix's existing truck fleet and would require Employees to use higher or different skills than they currently use in order to drive them.

12. Fitness for Work

12.1 Fitness for work procedure

- (1) Readymix will, after consultation with the Union and employees covered by this Agreement, implement a procedure that makes appropriate provision to deal with the fitness for work of employees working at the Site, including provisions relating to Employees who are affected by fatigue, alcohol or drugs.
- (2) The procedure will include:
 - (a) Strategies to protect Employees working at the Site from the harmful impacts of alcohol and drugs while they are at the Site;
 - (b) Controls on the presence and use of alcohol and drugs at the Site during working hours;
and
 - (c) Strategies in regard to working arrangements to reduce the effect of fatigue of Employees at work at the Site.

12.2 Alcohol and drugs

- (1) An Employee must not take alcohol or a drug into the Site except with the authority of the general manager.
- (2) An Employee must not drink alcohol or use a drug at the Site except with the authority of the general manager.
- (3) Before attending for work at the Site, an Employee must not drink alcohol or use a drug so as to cause the employee to present a hazard to himself or herself or any other person at the Site.
- (4) A general manager or an authorised Readymix person who has reasonable grounds for believing that an Employee working at the Site:
 - (a) is under the influence of alcohol or a drug; and
 - (b) will be a hazard to the Employee's own safety or the safety of another person in performing the Employee's duties,

Must immediately order the Employee to leave the Site and cease work.

- (5) For the purpose of making a determination under subclause (4), the general manager or authorised Readymix person may require the Employee to submit to a recognised test to determine the extent, if any, to which the employee is under the influence of alcohol or a drug.
- (6) An Employee ordered to leave the Site pursuant to this clause must immediately comply with the order.
- (7) An Employee who fails to comply with an order immediately may be removed from the Site with the use of no more than reasonable force and will be subject to disciplinary action including dismissal.
- (8) An Employee who has reason to believe that a person at the Site:
 - (a) is under the influence of alcohol or a drug; and
 - (b) is working in an unsafe manner,

must immediately report that person to a Readymix manager or supervisor.

13. Safety, Health and Environment

13.1 Employees recognise their responsibility for improving workplace safety, health and environment ("SHE") and commit to:

- (1) knowing and following the SHE requirements related to the job and workplace;
- (2) constantly reviewing the workplace for hazards and initiating appropriate corrective actions or reporting the hazard to the supervisor or manager;
- (3) reporting to work fit for duty; and
- (4) reporting all improper SHE practices observed at the workplace to the supervisor or manager.

14. Performance Bonuses

- 14.1 In addition to the wage increases as set out in clause 10 of this Agreement, the Employees will receive the following additional annual performance bonuses provided that the criteria set out in this clause are met:
- (1) 1% of Grade 2 VC5 Advanced Certificate rate should the Employee have no recordable injuries (MTI's) during the 12-month period. A recordable injury is any injury with the classification of Medical Treatment (MT), Restricted Work (RW) or Lost Time (LT) - category 2,3,4 & 5.
 - (2) 1% of Grade 2 VC5 Advanced Certificate rate should the Employee have no at fault motor vehicle accidents during the 12-month period; and
 - (3) 1% of Grade 2 VC5 Advanced Certificate rate should during the 12 month period the Employee's allocated vehicle achieve a 10% improvement on the previous 12-month period's Earnings Before Income and Tax (EBIT). EBIT figures will be available to Employees in respect of their allocated vehicle at any time upon request.
- 14.2 The performance bonus under 14.1(2) will only be payable where the Employee also achieves the performance bonus under 14.1(1).
- 14.3 The performance bonus under 14.1(3) will only be payable where the Employee also achieves the performance bonuses under both 14.1(1) and 14.1 (2).
- 14.4 The performance bonuses under this clause are not cumulative and are calculated on the base wage exclusive of overtime and allowances.
- 14.5 Any bonus will be paid as a lump sum on the anniversary of the commencement date/s of this Agreement.
- 14.6 The 12-month periods to be measured for the purposes of this clause will be taken from the date of commencement of this Agreement (and the anniversary of such date thereafter).

15. Skills Training

- 15.1 The parties to this Agreement recognise that in order to increase the competency, efficiency, productivity and competitiveness of Readymix, a commitment by the Employees to training and skill development is required. Accordingly, Employees shall undertake training as required by Readymix. For concrete waste truck drivers this includes obtaining the necessary skills to operate a front-end loader for the purpose of loading trucks at concrete plants if required.
- 15.2 Employees shall undertake Occupational Health and Safety ("OHS") training as required by Readymix. This will include, but is not limited to, providing OHS Committee Training to OHS Committee Members within 3 months of an Employee's appointment as a member of the OHS Committee (subject to the availability of an appropriate training course) PaQs safety and awareness training and all requirements to maintain Trucksafe accreditation.
- 15.3 Where leave is expressly authorised by Readymix in advance, union delegates may attend up to a total of 2 days' trade union training each year, without loss of ordinary salary. If additional trade union training leave is sought, Readymix will reasonably consider it. Approval for such leave will be subject to the operational needs of the business at the time, and shall not be unreasonably withheld.
- 15.4 Readymix will provide induction training in accordance with the relevant induction procedure for all new Employees covered by this Agreement.
- 15.5 Readymix may provide employment relations training where Readymix considers it appropriate.

16. Salary Sacrifice

- 16.1 Remuneration for Employees covered by this Agreement may be made up entirely of wages or, at the option of an Employee (other than a casual Employee) and subject to the written consent if Readymix, wages and a superannuation contribution to the Readymix Australian Superannuation Fund. Wages and superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated initially between Readymix and the Employee and thereafter renegotiated in accordance with this clause.
- 16.2 Should Readymix make a superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the Employee under this Agreement or the Award.
- 16.3 The opportunity for an Employee to initially negotiate the components of remuneration as per 16.1 above shall be in accordance with procedures determined by Readymix and may only be changed during the period specified in accordance with procedures established by Readymix. Thereafter, the opportunity to renegotiate with Readymix the components of remuneration as per 16.1 above shall be available once a year at a time and in accordance with procedures determined by Readymix, and may only be changed during the period specified in accordance with procedures established by Readymix.
- 16.4 In the event of changes to relevant legislation to remove or alter Readymix's capacity to maintain the salary sacrificing arrangements pursuant to this clause, Readymix will be entitled to withdraw from these arrangements by giving notice to each affected Employee.
- 16.5 Readymix and Employee superannuation contributions to the Readymix Australian Superannuation Fund shall be adjusted at the time any remuneration increase is received by the Employee.

17. Disputes Procedures

- 17.1 Procedure relating to grievances of individual Employees
- (1) The Employee is required to notify (in writing or otherwise) Readymix as to the substance of the grievance, request a meeting with the Employee's immediate supervisor or manager for discussions and state the remedy sought.
 - (2) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (3) Reasonable time limits must be allowed for discussion at each level of authority.
 - (4) At the conclusion of the discussion, Readymix must provide a response to the Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (5) While a procedure is being followed, normal work must continue.
 - (6) The Employee may be represented by the Union.
- 17.2 Procedure relating to disputes etc between Readymix and all Employees
- (1) The dispute must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (2) Reasonable time limits must be allowed for discussion at each level of authority.
 - (3) While a procedure is being followed, normal work must continue.
 - (4) The employee may be represented by the Union.

- (5) If the dispute cannot be resolved it will be referred to the Commission to attempt to resolve the dispute by conciliation and, if the parties agree, private arbitration.

Signed for and on behalf of Readymix Holdings Pty Limited

Name

Date

Signed for and on behalf of the Transport Workers' Union of Australia, New South Wales Branch

Secretary

Date

Name

ANNEXURE A

TRANSPORT INDUSTRY QUARRIED MATERIALS (STATE) AWARD CLASSIFICATIONS

Base	Current Enterprise	As at 1 January	As at 1 January	As at 1 January
	Rate	2003	2004	2005
Grade 1 (Basic)	\$550.60	\$572.62	\$595.53	\$619.35
Grade 2 VC1 (Basic)	\$554.67	\$576.86	\$599.93	\$623.93
Grade 2 VC1 (Cert.)	\$565.04	\$587.64	\$611.15	\$635.59
Grade 2 VC2 (Basic)	\$560.15	\$582.56	\$605.86	\$630.09
Grade 2 VC2 (Cert.)	\$570.51	\$593.33	\$617.06	\$641.75
Grade 2 VC3 (Basic)	\$569.29	\$592.06	\$615.74	\$640.37
Grade 2 VC3 (Cert.)	\$579.60	\$602.78	\$626.90	\$651.97
Grade 2 VC4 (Basic)	\$598.93	\$622.89	\$647.80	\$673.71
Grade 2 VC4 (Cert.)	\$609.36	\$633.73	\$659.08	\$685.45
Grade 2 VC4 (Adv.)	\$619.67	\$644.46	\$670.24	\$697.04
Grade 2 VC5 (Basic)	\$605.80	\$630.03	\$655.23	\$681.44
Grade 2 VC5 (Cert.)	\$616.17	\$640.82	\$666.45	\$693.11
Grade 2 VC5 (Adv.)	\$626.60	\$651.66	\$677.73	\$704.84
Grade 3	\$713.90	\$742.46	\$772.15	\$803.04
Allowances	Current Enterprise	As at 1 January	As at 1 January	As at 1 January
	Rate	2003	2004	2005
2 Tonnes Extra	\$10.20	\$10.61	\$11.03	\$11.47
2-4 Tonnes Extra	\$20.40	\$21.22	\$22.06	\$22.95
4-6 Tonnes Extra	\$30.60	\$31.82	\$33.10	\$34.42
6-8 Tonnes Extra	\$40.80	\$42.43	\$44.13	\$45.89
Fares (per Day)	\$2.22	\$2.31	\$2.40	\$2.50
Meal	\$7.65	\$7.96	\$8.27	\$8.60
First Aid (per Week)	\$9.15	\$9.52	\$9.90	\$10.29

