

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/235

**TITLE: Readymix Holdings Pty Limited South Coast Region
Concrete Transport Certified Agreement 2004-2006**

I.R.C. NO: IRC4/3985

DATE APPROVED/COMMENCEMENT: 19 July 2004/15 April 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 September 2004

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to the South Coast Region (as defined) Concrete Transport, in respect to drivers employed by Readymix Holdings Pty Limited, 90-92 Phillip Street Parramatta NSW 2150, who operate Readymix controlled concrete vehicles and who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award

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

READYMIX HOLDINGS PTY LIMITED SOUTH COAST REGION CONCRETE TRANSPORT ENTERPRISE AGREEMENT 2004-2006

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APPENDIX

1. Objectives

The objectives of the agreement are to develop a flexible service orientated transport fleet to distribute Readymix's product with a high level of service.

2. Title

This agreement shall be known as the Readymix Holdings Pty Limited South Coast Region Concrete Transport Certified Agreement 2004-2006.

3. the Enterprise

3.1 This agreement shall apply to the South Coast Region (as defined) Concrete Transport, in respect to drivers, operating Readymix controlled concrete vehicles, in the occupation of driving covered by the Transport Industry - Mixed Enterprises (State) Award (excepting cement tanker drivers). This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

3.2 For the purposes of this agreement, "South Coast Region" shall be the:

Kiama, Shellharbour, Wingecarribee, Wollongong and Shoalhaven (but excluding Ulladulla) local government areas.

4. Parties

The Enterprise Agreement shall be binding on parties to the agreement are:

- 4.1 Readymix Holdings Pty Limited ("Readymix"); and
- 4.2 The Transport Workers Union, New South Wales Branch.

5. Operation and Duration

- 5.1 This Enterprise Agreement shall be read and construed with the Transport Industry - Mixed Enterprises (State) Award (the "Parent Award").
- 5.2 Where there is any inconsistency between the parent award and this Enterprise Agreement the latter shall prevail to the extent of inconsistency.
- 5.3 The Enterprise Agreement shall operate from 15 April 2004 (first full pay period on or after) and shall remain in force for 2 years.

6. No Extra Claims

There will be no further claims (including site allowances and/or conditions) for general wage increases during the term of this agreement

7. Notice of Leave

- 7.1 If a driver intends to be absent from work due to illness and/or injury, such driver shall provide Readymix with at least 24 hours notice of such absence (where possible).
- 7.2 Where a driver applies to take a period of leave to which he/she has become entitled, such driver shall give Readymix a minimum of 30 days notice of his/her intention to take annual leave for approval.
- 7.3 Where a driver has become entitled to 20 day period of Annual Leave, Readymix can give a minimum of 30 days notice for the driver to take annual leave.

8. Hours of Work

- 8.1 Daywork ordinary hours of work shall be 38 hours per week, Monday to Friday to be worked five days per week, with each day comprising 7.6 hours. An employee who has accrued RDO's at the commencement of this agreement may elect to take the RDO's or be paid out in lieu.
- 8.2 The ordinary hours of work for dayworkers may be worked between the hours of 6.00am and 6.00pm, Monday to Friday.
 - 8.2.1 Employees may be asked to commence their ordinary hours of work at any time between 6.00am and 7.30am. Employees will be advised prior to the end of their shift of their starting time for the next day.
 - 8.2.2 Employees may be given 24 hours notice to commence work between 7:30am and 9.30am on any day without penalty payments.
- 8.3 Shiftwork - Hours of work and conditions applying to shift workers shall be as set out in the Parent Award.
- 8.4 General - Any driver who is unable to work a full day or shift is to advise the [nominate person] at the beginning of the day or shift.
- 8.5 The provisions of the Parent Award shall apply in respect of the payment of overtime.

9. Rosters

- 9.1 All drivers, subject to this Enterprise Agreement shall be required, at the discretion of Readymix, to participate in All Rosters.
- 9.2 Such rosters shall include, but not be limited to:
- Rotating roster for work allocation, Monday to Saturday;
 - Roster for transfer between yards;
 - Saturday work roster.

10. Work Breaks

- 10.1 Breaks required by State Transport Legislation shall be managed by the driver to ensure that the requirements of the legislation are satisfied. Statutory requirements set minimum breaks to be taken within set periods and these should always be observed. The parties agree that the unpaid meal break should be taken to coincide with one of these statutory breaks.

Drivers shall take meal and or other breaks as follows:

Employees are to take breaks totalling 30 minutes in any work period of 5 ½ hours. Breaks taken in the first 5 ½ hours work period can be 2 x 15 minute breaks OR 1 x 30 minute break [note: these breaks are unpaid breaks]. The second 5 ½ hour work period is counted from the end of the last break taken. Breaks in this second period can be 2 x 15 minute breaks OR 1 x 30 minute break [note: these breaks are paid breaks].

For work on Saturdays and Sundays the breaks shall be taken as for Monday to Friday and the first 30 minutes of breaks shall be unpaid breaks.

Taking these breaks shall apply to satisfy the State Transport Act and the award provisions for meal breaks, crib breaks and rest pauses. This agreement will need to be altered if legislation requirements change.

- 10.2 Drivers should work in with allocation and central despatch to ensure that breaks are taken to maintain, as far as practicable continuity of work by taking breaks at times such as when waiting to load or unload to maximise the efficiency of the fleet.
- 10.3 In recognition of this "break management" approach, employees covered by this agreement shall be paid a flat allowance as set out below.

11. Allowance

- 11.1 The allowance referred to in clause 10.3 shall be: -
- 11.1.1 \$40.00 per week for weekly employees
 - 11.1.2 \$8.00 per day for each day worked, Monday to Friday, by casual employees including agency casuals.
- 11.2 The allowance as set out in clause 11.1 shall be: -
- 11.2.1 In substitution for all the provisions (but not in substitution for the meal allowance) set out in the "Meals" clause (currently clause 18) of the Parent Award;
- and shall include: -
- 11.2.2 The slump allowance and the allowance for collecting cash provided for the in the Parent Award.

- 11.3 The allowance set out in clause 11.1 shall apply from the Operative date of this agreement and shall remain at the figures set out for the duration of this agreement.
- 11.4 The operation of this clause shall be reviewed after three (3) months to ensure that it is working appropriately and providing a fair outcome for employees and Readymix.
- 11.4.1 The parties may agree on a variation to this agreement to reflect the outcome of the review referred to above.

12. Casual and Agency Contract Hire Labour

The Enterprise Agreement shall apply as follows: -:

- 12.1 To all casual and agency contract hire labour driving Readymix Ltd concrete vehicles who are engaged in the occupation specified in clause 3.
- 12.2 It is envisaged by the parties to the Enterprise Agreement that there may be continued use of casual and agency contract hire labour (in Readymix controlled vehicles) contracted to perform work pursuant to this Enterprise Agreement. It is agreed between the parties to this Enterprise Agreement that no restrictions or limitations will be placed on the engagement and/or termination of contract labour provided the provisions of this Enterprise Agreement are being met.

13. Hours of Work Casual Employees and Agency Contract Hire Labour

- 13.1 Casual Employees and Agency Contractors will be entitled to a minimum engagement of four (4) ordinary pay hours, subject to sub-clause (13.2) of this clause.
- 13.2 Readymix may hire a number of permanent employees to meet its business needs. Readymix may also engage casual or agency contract hire labour to supplement permanent employees but be no ratio of permanent employees to casuals or agency contract labour shall apply.

14. Exclusive Coverage

- 14.1 The terms and conditions of this Enterprise Agreement (and the parent awards) shall exclusively cover all drivers.
- 14.2 No other site industrial instrument or award, or any condition contained therein, shall apply to any driver who is subject to this Enterprise Agreement.

15. Training

- 15.1 Any permanent or casual employee(s), covered by this Enterprise Agreement, may be directed, at the discretion of Readymix, to attend any training courses nominated by Readymix.
- 15.2 The training undertaken outside of or in excess of the ordinary hours per week or day including Saturdays (up to a maximum of 6 Saturdays in any year) up to 12 noon shall be paid at ordinary time to a maximum of 25 hours each year, these hours may accumulate over the period of the agreement.
- 15.3 Any training in excess of the accumulated hours will be paid at the relevant rates to attend any training courses nominated by Readymix.
- 15.4 No party shall object or refuse to undertake relevant training.
- 15.5 In the event of a driver being appointed by Readymix to train other drivers, such driver shall only be paid the relevant leading hand allowance whilst training other drivers.
- 15.6 Readymix will introduce training for all company drivers at Certificate 3 level and such training will be carried out in accordance with the provisions of this clause.

16. Driver Checklist and Maintenance

- 16.1 Drivers are required to complete daily and weekly checklists (All fuel, oil, tyre and vehicle performance monitoring surveys completed accurately and timely).
- 16.2 It is the driver's responsibility to report all repair & maintenance problem to their manager or supervisor and record such requirements for the vehicle under their control on their daily log sheet.
- 16.3 It is the driver's responsibility to plan any workshop requirements for the vehicle under their control with their manager or supervisor.

17. Specific Productivity Measures

- 17.1 The alterations in the conditions of employment are to facilitate a more productive outcome.
- 17.2 The thrust of the agreement is to encourage drivers to manage the operation of vehicle to ensure the best economic outcome with the same commitment to service.
- 17.3 All parties to the Agreement agree to work within the guidelines of the Enterprise Agreement and their work instructions.
- 17.4 The following key issues have been identified as measures to effect real and demonstrable gains in productivity, efficiency and flexibility.

No.	Issue	Target	Improvement Measure
1.	Environmental and housekeeping	<p>Nil breaches. Adherence to Readymix's Environmental Policy, Government and Local Council Legislation</p> <p>This KPI deals with:</p> <p>No concrete spills</p> <p>Proper wash out procedures</p>	Continuous monitoring and on-going training
2.	Vehicle performance monitoring surveys	<p>All fuel, oil and vehicle performance monitoring surveys completed accurately and timely.</p> <p>This KPI deals with:</p> <p>Log sheet filled out accurately each day</p> <p>Fuel, oil, water levels checked tyre pressures</p>	Continuous monitoring
3.	Basic vehicle service and maintenance	<p>Basic service, including pre-start checks and maintenance is to be carried out in accordance with the vehicle maintenance schedule</p> <p>This KPI deals with but is not restricted to:</p> <p>Advising of vehicle problems, need to repair tyres etc.</p> <p>Request repairs, maintenance as necessary</p>	Continuous monitoring

4.	Vehicle cleanliness	Clean and well presented vehicles in accordance with Corporate standards. This KPI requires the vehicle to be kept clean inside and out.	Continuous monitoring
5.	Plant presentation	Clean and presentable plant complex. Maintenance and cleaning of designated area. Carry out work as required and directed to ensure that concrete plant is presented in a clean condition. Areas will be designated for cleaning and maintenance to all drivers. This KPI requires: Areas in plant occupied by drivers be kept clean. Drivers assisting to keep other areas of the plant in a clean and tidy condition.	Continuous monitoring
6.	Safety Improvement Teams	Participation and attendance of monthly S.I.T. meetings. Sites maintaining meeting minutes. Reducing lost time injuries. Personnel to actively monitor their own safety Target LTIFR = 0 This KPI requires drivers to attend S.I.T. meetings and contribute at them. (NB. Aim is to improve safety performance to achieve a zero LTIFR figure)	Continuous monitoring
7.	Slump testing	Slumps to be within tolerance as specification on delivery docket	Continuous monitoring
8.	Truck Idling time	Ratio of status time:	Continuous
		Truck hour meter 75 %	Monitoring
		This KPI deals with ensuring that vehicles are operating only when needed. Unnecessary truck idling to be eliminated.	
9.	Property Damage	Driver to report any and all accidents involving any form of property damage (including but not limited to cracked driveways, sprinkler heads, damaged equipment, mailboxes and the like).	Continuous monitoring

17.4.1 Achievement of these KPI's will generate an increase of 2% from 15 April 2004 and a further 2% from 15 April 2005.

17.5 Continuous monitoring shall occur in conjunction with the drivers covered by this agreement and the representative(s) of those drivers. Management shall hold quarterly meetings to review the progress of the KPI's and report on problems. The employees and their representatives are committed to rectifying problems as they arise. Where the KPI's have not been met despite ongoing monitoring, adjustment of the pay increases shall be made in consultation with the employees and their representatives.

17.6 Events which occur and which affect KPI's shall not be counted where those events result from the actions of an employee and/or a contract/temporary hire driver who has been employed for less than three months.

18. Data Collection

The parties agree to generate meaningful information by collection of necessary data to understand, monitor and display progressive improvements in the above issues.

19. Multi-Skilling

The drivers in this Agreement and Readymix are committed to Multi-Skilling.

19.1 A driver may be given the opportunity to obtain skills to develop a more flexible work force, where Readymix consider the driver capable of performing other duties.

19.2 The skills will be obtained through training supplied by Readymix consultation with the driver.

19.3 Readymix may direct a driver to carry out such duties that are within the driver's skill level competence and training.

20. Location

20.1 Drivers may be rostered, at the discretion of Readymix, to start at various plants as the need arises to meet fleet utilisation requirements and/or to meet the needs of customers.

20.2 A driver who is required to use his own vehicle to travel between plants shall be paid the appropriate allowance from the Parent Award.

20.3 A casual employees or agency contract hire drivers will start at whichever location directed by Readymix with no additional payment.

21. Cartage Records & Adjustments

21.1 Drivers are required to assist in the completion of any cartage adjustment required for the vehicle they have under their control or previous control.

21.2 Drivers are required to complete a log sheet detailing all loads, and detail all travel, delays etc daily.

22. Uniforms

An agreed level of uniform clothing will be supplied by the Company to be replaced on a "fair wear and tear" basis. The company may issue uniforms to casual drivers and, if so, a form of "bond" may be required, which shall be refunded to the employee when uniforms are returned to Readymix.

23. Disputes Procedure

The procedures set out in the Parent Award which deals with prevention and settlement of industrial disputes shall be applied in the event of a dispute arising from the operation of this agreement, including the Appendix.

24. Wage Adjustments

24.1 Subject to subclause 24.2, employees the subject of this Enterprise Agreement shall be paid as set out below:

Classification	Wage rates		
	Wage rate at Commencement	From 15.04.2004 (*)	From 15.04.2005 (*)
6 Wheel Vehicle	586.08	615.58	652.51

(Award classification Grade 4)			
8 Wheel Vehicle	607.87	644.35	683.01
(Award classification Grade 5)			

(*) Assumes full 2% KPI increase applies - see clause 17.4.1

24.2 In the case of new drivers, payment of the adjustments in accordance with subclause 24.1 above shall be withheld and accumulated for a 12-week period from the commencement of their service. After the expiry of 12 weeks, if the driver is still engaged with Readymix on a permanent/temporary hire labour basis pursuant to this Enterprise Agreement, the 12 weeks accumulated increase shall be paid.

24.3 Subclause 24.2 shall not apply to drivers who have at least 12 weeks service as at the date of ratification of this Enterprise Agreement.

25. Accident Classification Program

25.1 The Readymix Corporate Policy relating to Accident Classification is set out in the Appendix to this agreement.

25.2 During the life of this agreement only, permanent Readymix employees will be entitled to bonus payments, as set out below, on an individual basis.

25.2.1 Any permanent Readymix employee who has no "B", "C" or "D" classification accidents between the operative date of this agreement and 15 December 2004 will be paid a bonus of \$500.00 (gross) in the last pay period before 25 December 2004.

25.2.2 Any permanent Readymix employee who has no "B", "C" or "D" classification accidents between the December 2005 and 15 December 2005 will be paid a bonus of \$500.00 (gross) in the last pay period before 25 December 2005.

26. Superannuation

Employees covered by the agreement shall be members of the Rinker Super ("RS") a plan of the Harwood Superannuation Fund.

Contributions made by Readymix shall be at the rate required under Commonwealth Government's superannuation guarantee legislation.

Salary Sacrifice of Superannuation Contributions

(a) Remuneration as detailed in 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 employers agreement, wages and a superannuation contribution to the Rinker Super Wages and Superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated in accordance with this clause.

(b) 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 applicable award.

(c) The opportunity for an employee to initially negotiate the components of the remuneration as per (a) above shall be in accordance with procedures determined by the employer and may only be changed during the period specified in accordance with procedures established by the employer. Thereafter, the opportunity to negotiate with the employer the components of remuneration as per (a) above shall be available once a year at a time and in accordance with procedures determined by the employer, and may only be changed during the period specified in accordance with procedure established by the employer.

(d) In the event that changes in Legislation, Income Tax Assessment Act, Tax Office rulings or determinations remove or alter the company's capacity to maintain the salary sacrificing arrangements

pursuant to this agreement, the company will be entitled to withdraw from these arrangements by giving notice to each affected employee.

27. Leave Reserved

- 27.1 During the life of this Agreement Readymix may decide to introduce a productivity based incentive scheme.
- 27.2 Any development will be done in consultation with employees covered by this agreement.

APPENDIX

POLICY ACCIDENT CLASSIFICATION PROGRAM

I. Purpose

To classify accidents according to preventability and degree of operator error.

II. Scope

This policy applies to all Readymix permanent employees.

III. Policy

- A. All accidents must be classified according to preventability and degree of operator error as follows:

"A" Classification - no error

"B" classification - contributory error

"C" classification - causal error

"D" classification - extreme error

- B. Each accident carries the following number of points:

"A" Classification - zero Points

"B" Classification - 1 Point

"C" Classification - 1 & 1/3 Points

"D" Classification - 2 Points

- C. Definition of accident classifications and work-off periods as follows:

"A" Classification: Plainly no error on the part of the operator. No disciplinary action is warranted, nor will the operator lose any safety award privileges.

"B" Classification: Contributory evidence that our operator contributed to this accident. Twelve months of continuous driving without a chargeable accident, removes a "B" type accident.

"C" Classification: Causal error. Our operator did something or failed to take some safety precaution, which a normal, prudent person would not do. Twelve months of continuous driving without a chargeable accident, removes a "C" type accident.

"D" Classification: Extreme error. Our operator did something or failed to take some safety precaution, which a normal, prudent person would not do. Eighteen months of continuous driving without a chargeable accident, removes a "D" type accident.

"B", "C" and "D" type accidents all count against an employee's safe driving award record.

IV. Procedure

- A. When an employee accumulates as many as four points, he will not be allowed to operate a company vehicle without the approval of Human Resources (or designee) for Readymix and the Risk/Safety Manager.
- B. Risk Management will issue a letter to the employee through his/her immediate supervisor, which explains his/her driving record and consequences of further accidents. The employee must sign a copy of this letter and return it to the Risk Management Department.
- C. Should an employee be unsatisfied with the classification, he/she has the right to have the classification appealed through the next level supervisor.
- D. Points are removed from an employee's record in the order in which they occurred - the oldest first. Points may also be removed if the employee completes a pre-approved remedial program. Employees must attend this course on their own time and at their own expense and must provide proof of class registration within one month of most recent chargeable accident.

Defensive Driving Course to reduce points may be used by an employee twice during his employment and not more than once in a 24 month period.

This method of point removal is not available when most recent accident results in four (4) or more cumulative points.

V. Exceptions

All exceptions to the Accident Classification Program policy must have the prior written approval of Human Resources (or designee) for Readymix.

THE AGREEMENT IS SIGNED:

On behalf of Readymix holdings Pty
Limited

Witness

Date

On behalf of Transport Workers' Union of New
South Wales

Witness

Date