

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/93

TITLE: Pioneer Construction Materials Sydney Metropolitan Plant Operator Enterprise Agreement 2003

I.R.C. NO: IRC3/3701

DATE APPROVED/COMMENCEMENT: 22 July 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/159

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Pioneer Construction Materials Pty Ltd who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award

PARTIES: Pioneer Construction Materials Pty Ltd -&- The Australian Workers' Union, New South Wales

PIONEER CONSTRUCTION MATERIALS SYDNEY METROPOLITAN PLANT OPERATOR ENTERPRISE AGREEMENT 2003

THIS ENTERPRISE AGREEMENT is made on the 30th day of June 2003 between:

PIONEER CONSTRUCTION MATERIALS PTY LTD of Level 5, 75 George Street, Parramatta of the one part and

THE AUSTRALIAN WORKERS UNION of 16-20 Good Street, Granville on behalf of the employees covered by this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS:

1. Title

This Agreement shall be known as the Pioneer Construction Materials Sydney Metropolitan Plant Operator Enterprise Agreement 2003.

2. Status of Agreement

- 2.1 The parties agree to enter into this Enterprise Agreement, which shall have a duration of three (3) years commencing 12th April 2003 and will apply to all concrete plant operators employed by the company in the Sydney metropolitan area. The employees will have their terms and conditions of employment regulated by the Central Batch Plants (State) Award and the Enterprise Agreement. Where there is any inconsistency between the Award and Agreement, the Agreement shall prevail. The Award shall apply wherever the Agreement is silent.
- 2.2 Pioneer Construction Materials Pty Ltd is an equal opportunity employer and the mention of "his" can also refer to "her" gender where applicable in this agreement.

3. Objectives of Agreement

To provide a challenging and rewarding team environment for all employees concerned.

To continue to improve productivity, flexibility, and cost-effectiveness through employees who are highly customer focussed.

To recognise the level of commitment pledged by the Sydney Concrete plant operators to the ongoing support and increased efficient use of the SAP and TESys business systems. Both Pioneer management and Sydney Plant operators are committed to;

maintaining effective communication with the customer service centre (CSC) to ensure customer service levels and business procedures are maintained.

providing feedback to management on the operation of the SAP and Tesys systems.

the ongoing utilisation and management of the SAP and TESys systems.

To promote multi-skilling and improve interchange ability with other functions within the Sydney Concrete business.

To promote continuous improvement in skills, knowledge and professionalism through training and consultation, and ensure greater responsibility and accountability of employees, particularly towards customers, safety, environment and quality.

To ensure teamwork and effective interaction with other functional areas within the division.

To ensure the provision of excellent customer service, through the recognition of the importance of customers both external and internal, and through comprehensive communication of their requirements.

4. Hours of Work

- 4.1 The ordinary hours of work shall be 38 per week, worked Monday to Friday.
- 4.2 Ordinary hours of work under this Agreement will be between the hours of 5:30am and 5:30pm on any day Monday to Friday inclusive, with individual employees and/or plants having staggered start times as required.
- 4.3 Starting times will be obtained by calling a nominated toll free number (IVR) after 6pm on the evening prior to commencement of work the previous day. If the plant start time is not available from the IVR system then the time for the first truck out on the roster for the next days work for the respective plant is to be obtained. Where no notification is given, the start time will be as required to provide customer service (if before 6.30 am), or at 6.30 am otherwise. Start times after 6.30 am will be notified at least 24 hours prior to the new start time. These requirements may be changed by mutual agreement. Ordinary hours will commence at each days start time.
- 4.4 Start times prior to 5.30 am will be subject to normal overtime or shift work provisions, unless arranged by mutual agreement at the plant concerned.
- 4.5 Employees will be expected to be available for work on a reasonable number of Saturdays to meet operational requirements, with a minimum three (3) hour start.

5. Meal Breaks and Meal Allowance

It is agreed between the parties that meals shall be taken in such a way as to allow for the continuity of operations of concrete production and distribution.

Because this arrangement will require employees to work during meal breaks, on each weekday the plant operator works, the meal break of 0.5 hour shall be paid at time and a half. It is the intent of this clause that each employee will work for eight (8) hours of normal time each day in addition to the lunch break of 0.5 hour paid at time and a half. If by mutual agreement the employee finishes work after only eight (8) hours, then only eight (8) hours will be paid.

A meal allowance will only be paid if an employee works to 5.30 pm or after.

6. Payment of Wages

Wages to be paid to all employees by Electronic Funds Transfer (EFT).

7. Multi Skilling

- (i) To ensure continuity of the concrete operation, staff or other employees may perform batching and other work to assist, provided that the work is within the skill and competency of the employee.
- (ii) Operators will be required to carry out any duties relating to the overall supply of ready-mixed concrete, including but not limited to, Customer Service Centre functions, self ticketing (given reasonable volumes), concrete delivery, testing, cleaning, maintenance, plant inspections, concrete spillage clean up, and administration paperwork, provided that those duties are within their skill, competence and training and do not promote de-skilling. The rates of pay described in this agreement cover all activities.

8. Training

Employees required to attend training organised by the employer outside of ordinary hours shall be entitled to receive payment for such attendance, provided that the time and length of such training is by mutual consent between employee and employer.

9. Rostered Days Off

- (i) RDOs may be taken as one (1) whole or two (2) half days at any time by mutual agreement (i.e. both the company and the employee must agree).
- (ii) RDOs may be accrued to form a "bank".

If more than five (5) days are in the "bank", the company may:-

- (a) pay out any RDOs in excess of five (5) days, at normal rates of pay.
 - (b) have employees take RDOs on low demand days (eg wet weather, work cancellation etc) provided the employee is notified before the end of the previous days work.
 - (c) instruct the employee to take a block of five (5) RDOs. Timing will be by agreement, but not later than one month after notification.
- (iii) On a day where manning requirements are low the company may instruct an employee to take an accumulated RDO, and if so instructed the employee may leave immediately with the usage of only half an RDO, the balance of four (4) hours to be paid as normal. The company instruction to take the RDO must be given within two (2) hours of the employee starting on the particular day.
 - (iv) An employee may take the option of working on all RDOs and receive payment for them, if agreed to by the company. This option may be changed later by the employee but only by agreement with the company.
 - (v) An employee required to work on the first Monday in December will be paid at ordinary rates but will be entitled to an agreed day off in lieu.

10. Uniform Issues

Replacement of previously issued uniforms will be on the basis of replacement of returned worn out items, subject to reasonable care of issued clothing being exercised by the employee. Issues will be conducted at a maximum of twice a year.

11. Sick Leave

- (i) Employees shall be required to furnish a satisfactory Medical Certificate to the employer in respect of any claim for sick leave other than the first two sick leave days in any one year. For either / both of the first two sick leave days a statutory declaration may be required.
- (ii) An employee will inform management, prior to his starting time, of his inability to attend for duty to enable alternate arrangements to be made to avoid interruption to production.
- (iii) The existing agreement with reference to payout of accumulated sick leave shall apply only to existing employees in full time positions prior to January 31, 1995. However, their entitlement of days will be frozen from 1.3.95. If these employees retire or are retrenched they will be paid the "frozen" accumulation of days at the date at which they cease employment. The frozen accumulation of days can be drawn on for sick days if needed and hence reduce the accumulation and the payout. This agreement does not apply to new employees.

For the purpose of this clause, retire means old age retirement or bona fide medical retirement. This benefit does not apply to resignation or dismissal.

12. Recalls/Cancellations

- (i) Where an employee is recalled to work, after finishing his ordinary hours and having left the plant, he will be entitled to two (2) hours minimum at the appropriate rate.

- (ii) If an employee returns to work for an organised out of hours pour he will be entitled to three (3) hours minimum at the appropriate rate. If the pour is cancelled and the employee is notified prior to arriving, no payment is due.

13. Excess Travel Distance

Where any employee is required to travel to a place other than his designated starting plant, then he shall be paid for the additional distance travelled to reach the alternate destination in excess of his normal travel distance. No time payments are applicable.

For roving/relief plant operators their designated starting plant will be defined as the second nearest concrete plant to the employees home, with time and distance being payable. All time is payable at normal rates, and is to be the typical travel time, with no allowance for abnormal delays. The company will designate relief operators as required to allow proper management of travel costs.

If a vehicle is provided to an employee no travel distance or time payments will apply.

14. Part-Time Employees

- (a) A part-time employee means a weekly employee who is engaged to work a regular number of hours in each week which shall not exceed thirty two hours except in the circumstances where the part-time employee is relieving a weekly employee.
- (b) The spread of ordinary hours shall be the same as those prescribed for weekly employees.
- (c) Such employees shall be paid an hourly rate of one thirty-eighth of the weekly rate and on a pro rata basis shall be entitled to other allowances where applicable.
- (d) An employee engaged on a part time basis shall be entitled to payment in respect of annual leave, long service leave, public holidays, sick leave, and compassionate leave as provided within the parent award on a proportionate basis.

15. Manning Levels of Plants

It is acknowledged that batch plants will ordinarily be based on a manning level of one employee. A Consultative Committee shall be established if needed to resolve any disputes about appropriate manning levels.

16. Term and Casual Employees

Casuals will be used as necessary to replace employees for reasons of illness, RDO's, Annual or Long Service Leave, or any excess workload. Casual employees may be hired for a continuous period not exceeding four (4) weeks.

Where the company requires a casual employee to be employed continuously for a period exceeding the term of four (4) weeks then this may be varied by the consent of the Site Consultative Committee and is intended to cover such things as extended periods of leave, extended periods of illness etc.

Casual minimum engagement shall be four (4) hours per day.

Term employees will be engaged for specific periods to cover workload etc. and the employment will cease at the end of the specified period. Payment to these employees will be on the same basis as permanent employees. The maximum period will be for six (6) months, with a maximum of two (2) periods.

17. Overtime

Where an employee cannot have at least ten (10) hours off duty between the work of successive days, award rules regarding double rates and release from work shall apply. If this situation may occur the employee must inform management prior to leaving work, and seek instruction regarding the starting time for the next day. All endeavours will be made to release the employee from work once the plant is operational. Whenever possible the employee will be started so that a ten (10) hour break is provided.

18. Safety and the Environment

All employees covered by this agreement shall have a commitment to working safely and protecting the environment, and shall be pro-active in identifying and reducing potential hazards and environmental dangers in the workplace. It is expected that the operator will raise risk reports if these potential situations are found.

19. Tier Classifications

Employees will be classified according to experience and skills as follows:-

TIER ONE

An inexperienced employee who is undergoing comprehensive training in the usage of Pioneer's systems, procedures, policies and rules of operation. Progress beyond this tier will be by individual assessment by the company, and demonstrated satisfactory performance. The initial assessment will be completed within three (3) months.

TIER TWO

An employee who has attained the necessary skills and knowledge to satisfactorily operate Pioneer's systems according to company procedures. Individual assessments by the company will be used to determine adequacy of performance.

TIER THREE

An employee who has attained the level of tier two, and in addition possesses six (6) of the following skills / competencies :-

- a) Front End Loader / Backhoe licence
- b) Current First Aid Certificate
- c) Testing accreditation (internally accredited)
- d) Company acknowledged ability to train new employees - "Trainer" status
- e) Maintenance accreditation (internally accredited)
- f) Current or past (minimum service of 12 months) representative of the Divisional Safety Committee
- g) Current level 3B drivers licence
- h) Current accreditation for confined space entry.

Additional competencies that offer benefit to the company and individuals may be added from time to time on mutual agreement after consultation with management and the EBA committee.

The company will fund training in the relevant areas other than obtaining a level 3B drivers licence.

The principal Blackwattle Bay operator (recognising current workloads) will be paid Tier Three rates without these additional items, and will be eligible for a further 2% if these skills/competencies are achieved.

Existing competencies gained under previous EBA agreements will be recognised in the current agreement.

TIER FOUR

An employee who has attained a level of tier 3 and possesses and demonstrates the relevant skills may be eligible to progress to tier four. The tier four level is applicable to plant operators wishing to learn and undertake plant management duties to further understand the plant management processes and assist in the effective management of the concrete plant. The fourth tier may also provide a forum for capable operators to display a level of competency to assist those interested in progressing to management positions provided both the positions and capabilities are matched. Management positions will continue to be awarded on merit.

A Tier 4 employee will do and be competent in the following skills, but not limited to these skills:

1. Complete and reconcile a plant's, Concrete Production Reconciliation spreadsheet on a daily and monthly basis.
2. Conduct, complete, reconcile and post monthly stock-takes for a concrete plant.
3. Understand the expenditure budgets of a concrete plant.
4. Organise / schedule fixed and mobile plant maintenance for either planned or emergency maintenance, under the overall guidance of the manager.
5. Conducting, minuting and compiling of the concrete plant meetings.
6. Compiling and actual banking of the Cash sales for the plant.
7. Assist in Managing the health, safety and environment systems throughout the plants to ensure compliance with the legal and Company requirements.
8. Assist in developing, and then implementing, safety initiatives in cooperation with the management team.
9. Carry out from time to time other specific duties as required by the Plant Production Manager or Area Production Manager.

The following criteria will apply to tier four applicants;

1. Tier four will only apply to permanent operators assigned to permanent plants. Relief staff are not eligible for tier four.
2. Plant Operators must have attained and maintain a minimum level of tier three competency.
3. Plant operators must undertake a minimum of 2 months training in all relevant tasks and have proven to be proficient in these tasks prior to being awarded a level of tier 4. The plant manager in conjunction with the area manager will assess the competencies.
4. The level and quality of work will be continually reviewed by management. If the level of work falls below an acceptable level, the plant operator will revert back to level 3.
5. The plant operator may re apply for level 4 status only after a further minimum of 2 months training and demonstration that the work is to an acceptable standard.

Employees are not compelled to achieve the level 4 competency and will not be adversely affected if he or she chooses not to.

The company may under exceptional circumstances award a level 4 competency to a plant operator without a prior tier 3 competencies if it can be shown that the operator cannot obtain the required number of skills under tier 3 due to factors outside the operator's and the companies control. Payment of tier 4 without tier 3 competencies would be calculated on 102% of tier 2.

20. Rates of Pay

Upon agreement of the above, the weekly rate of pay (at 100% or tier two) will be \$673.73 effective from 12th April 2003, \$693.95 effective 12th April 2004 and \$714.76 effective 12th April 2005, inclusive of the Industry Allowance. All payments under this agreement will fully absorb any National or State increases or other award increases or changes which occur during the life of this agreement.

Payment for tier levels will be as follows:-

Tier one - 90% of tier two

Tier two - 100%

Tier three - 102% of tier two

Tier four - 104% of tier two

Signed for and on behalf of)
PIONEER CONSTRUCTION MATERIALS)
PTY LTD)

Date 30 / 6 / 03

Signed for and on behalf of
THE AUSTRALIAN WORKERS
UNION

Date 30 / 6 / 03