

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/262

**TITLE: PGH BRICKS AND PAVERS NSW - TWU ENTERPRISE
AGREEMENT 2005**

I.R.C. NO: IRC5/5035

DATE APPROVED/COMMENCEMENT: 7 October 2005 / 30 June 2005

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by CSR Limited, employed in NSW (whether members of the Union or not) who fall within the coverage of the Transport Industry (State) Award.

PARTIES: CSR Ltd -&- the Transport Workers' Union of New South Wales

PGH BRICKS AND PAVERS NSW - TWU ENTERPRISE AGREEMENT 2005

1. Title

This agreement shall be referred to as the PGH Bricks and Pavers NSW - TWU Enterprise Agreement 2005.

The addresses of the workplaces/sites are:

PGH Bricks & Pavers (NSW)

1. 7 Cecil Road, Cecil Park NSW 2171
2. Townson Road, Schofields NSW 2762
3. Old Wallgrove Road, Horsley Park NSW 2164
4. Park & Metford Road, Maitland NSW 2320

2. Arrangement

Clause No. Subject Matter

1. Title
2. Arrangement
3. Parties' Bound
4. Period of Operation
5. Renegotiation of Agreement
6. Objects
7. Relationship to Previous Agreements and the Award
8. Chain of Responsibility
9. Employees' Duties
10. Other Matters
11. Salary Sacrifice of Superannuation Contributions
12. Training
13. Safety
14. Rates of Pay
15. Pay Options
16. Ordinary Time Rate of Pay
17. Further Agreements and Local Matters
18. Counselling and Discipline
19. Disputes
20. Full and Final Settlement
21. No Precedent

Appendix A - Local Discussion Items

Appendix B - Local Agreed Matters

3. Parties Bound

3.1 This agreement is binding on:

- (a) The Transport Workers' Union of New South Wales (the Union), its officers and members; and
- (b) CSR Limited, trading as PGH Bricks and Pavers (CSR)

in respect of employees of CSR employed in New South Wales (whether members of the Union or not) whose employment is regulated by the Transport Industry (State) Award, as varied from time to time, and whose workplace and/or operation is identified in clause 1 hereof.

4. Period of Operation

- 4.1 CSR shall make application to the NSW Industrial Relations Commission (the Commission) for approval.
- 4.2 The nominal term of this agreement shall expire on 30 June 2006.

5. Renegotiation of Agreement

- 5.1 At any time after 1 April 2006 either party may initiate discussion with the other party about negotiation of an Enterprise Agreement to replace this Agreement.

6. Objects

- 6.1 The objects of this agreement are to provide a sound foundation for:
 - (a) Job security for employees.
 - (b) A good return on logistics investment for CSR, and good wages and other benefits for employees.
 - (c) Ongoing effective training and development of employees.
 - (d) A safe and efficient work environment.

7. Relationship to Previous Agreements and the Award

- 7.1 This agreement replaces all previous enterprise agreements and shall be read and interpreted wholly in conjunction with the Transport Industry (State) Award (the award) as varied from time to time, provided that this agreement:
 - (a) Shall prevail to the extent of any inconsistency with the award; but
 - (b) Shall not reduce or limit any right, benefit, remedy, discretion, authority or power available to CSR under the award.
- 7.2 All prior agreements forever cease to be in operation upon approval, even if this agreement's operation should at some stage be terminated by order of the Commission.
- 7.3 Where necessary under the Act, CSR will make application to the Commission for each previously approved enterprise agreement to be terminated. Any such application shall be fully supported by the Union.

8. Chain of Responsibility

CSR and the Union will use their best lawful endeavours and co-operate to ensure that subcontractors and labour hire agencies, as well as their respective transport workers, receive their due entitlements and abide by their obligations at law, including (but not limited to) entitlements and obligations under awards, contract determinations, and legislation relating to road transport regulation and occupational health and safety. In addition, CSR will implement appropriate contract and invoicing arrangements, having regard to the intent of section 127 of the Industrial Relations Act (NSW). Neither party to this agreement will tolerate operators, who persistently breach the above-referred chain of responsibility obligations, and will keep each other advised with a view to appropriate action being taken to remedy the situation.

9. Employees' Duties

- 9.1 Every employee must at all times:
 - (a) Perform his/her duties with due care and diligence;
 - (b) Comply with the lawful instructions of management;

- (c) Not engage in inappropriate behaviour; and
 - (d) Comply with policies, procedures, and rules in operation at the time.
- 9.2 In respect of policies, procedures and rules, subject to the law these may deal with such matters as; safe work practices, personal grooming and appearance, clothing and footwear, attendance at training programs, behaviour and performance standards, the searching of lockers, private bags and private vehicles, unauthorised absences, provision of full and accurate information and specific work practices. If at any stage an employee is in doubt about current requirements, he/she must seek clarification from his/her supervisor without delay.
- 9.3 In respect of such policies, procedures and rules:
- (a) CSR will consult with the TWU and, as appropriate, with TWU site-representatives regarding all current requirements and any proposed future requirements.
 - (b) CSR will ensure that all employees are adequately informed of the requirements in place from time to time.
- 9.4 In the case of locker searches, the individual employee and, where he/she wishes, the union delegate or other readily available nominated employee, must be in attendance at the time.
- 9.5 All grievances and disputes about industrial matters must be handled strictly in accordance with the steps set out in clause 19 (Disputes). This includes, if the matter is not resolved at an earlier stage in the process, reference to the TWU State Secretary and, if still not resolved, reference to the Industrial Relations Commission.
- 9.6 All yard meetings during working time for Union business must be at an agreed time for a short duration without disruption to the operations of the employer.

10. Other Matters

- 10.1 CSR employees must at all times treat the customers, members of the public, and CSR personnel with the utmost respect and courtesy at all times. If a problem occurs with the level of customer service requested, the employee shall contact the supervisor but nonetheless complete the delivery or other task in accordance with instructions. Management is to endeavour to resolve any problems before the next delivery or task is required.
- 10.2 CSR wishes to maximise the utilisation of company vehicles and employ permanent full-time vehicle operators in preference to the use of casuals, part-timers, subcontractors, other carriers, or agency personnel. However, CSR will determine at its sole discretion the precise local fleet mix and personnel levels, having regard to commercial and operational requirements, as well as the terms of any genuine yard agreements. Any permanent reduction in employee levels shall be preceded by consultation with Union delegates
- 10.3 Subject to the requirements of “funds choice” legislation and the requirements of the Act, CSR shall make contributions with respect to all its employees to the TWU Superannuation Fund.
- 10.4 All employees covered by this agreement who choose to be covered by a Sickness and Accident Income Protection Plan, e.g. as provided by Chifley Insurance Brokers (a division of Lowe Littman Bott Pty Ltd), shall make their own premium contributions specified by the Plan. While CSR operates a pay deduction facility, this may be utilised by employees, on standard CSR terms, in order to facilitate payment of premium contributions.
- 10.5 New weekly employees shall be on a minimum of three months' probation, during which time employment may be terminated on one week's notice or pay in lieu thereof. However, a longer period of up to six months' probation may apply by separate local agreement where the unusual or complex nature of the operations concerned so justifies. After twelve months' full-time satisfactory employment with

CSR, unless impracticable a casual shall be offered full-time weekly employment, and if such offer is accepted no probationary period shall apply.

- 10.6 Agency casuals shall be paid the rates contained in this agreement.
- 10.7 Nothing in this agreement overrides any separate agreement between the parties relating to limited tenure, fixed or maximum term, or specific purpose employment.
- 10.8 One Union delegate shall be released on up to four occasions per calendar year without loss of pay to attend Union meetings. On each occasion a maximum of 4 hours (excluding each-way travel time) shall be normally allowed for such attendance. On each occasion the Union must give notice in writing to the designated CSR management contact persons, with such notice being received at least two weeks prior to the meeting concerned. Further Union meetings or additional delegate attendance may take place by separate agreement between the parties at the time.
- 10.9 CSR is happy to participate in any process of discussions with the Union, the State Government and/or Industrial Relations Commission regarding the Union's desire to establish a Transport Industry Insurance/Trust Fund Scheme for the protection of transport workers' accrued entitlements in the event of employer liquidation.

11. Salary Sacrifice of Superannuation Contributions

- 11.1 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 employer's agreement, wages and a superannuation contribution to the appropriate 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 the employer and the employee and thereafter renegotiated in accordance with this clause.
- 11.2 Should the employer 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.
- 11.3 The opportunity for an employee to initially negotiate the components of remuneration as per clause 11.1 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 renegotiate with the employer the components of remuneration as per clause 11.1 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 procedures established by the employer.
- 11.4 In the event that changes in legislation, the 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.
- 11.5 Employer and employee contributions to the Fund shall be adjusted at the time any remuneration increase is received by the employee.

12. Training

- 12.1 CSR maintains a high commitment to training of its personnel.
- 12.2 CSR intends to provide adequate training for its employees covered by this agreement. Details of the training will be developed in consultation with the employees. Regular programs of Driver Training, Manual Handling, Defensive Driving and Licence upgrades are anticipated as the employee's progress in their employment with the company. The company also has a process of regular re-induction of employees to ensure that changes in procedures are well known in the workplace and those new practices and developments are communicated directly to employees.

- 12.3 As well as the planned upgrade of skills for staff, training will be provided in response to particular difficulties that staff may have dealing with new equipment, changed conditions or work practices. CSR training aims to be both pro-active and also supportive in reaction to the needs of staff in meeting both safety and efficiency objectives for the benefit of the individual and the company.
- 12.4 CSR reaffirms its policy of providing necessary training for all employees to meet operational requirement as reflected in the foregoing. All CSR required training is to be provided at no cost to employees, with employees being paid the base rate for each hour's participation. However, there shall be no payment for attending training outside ordinary rostered hours for acquisition or renewal of necessary licences, certificates, or "passports", i.e. "knowledge for time" exchange. Where practicable and provided there is no disruption to normal operations, training will be conducted in the period Monday to Friday.
- 12.5 The company shall promote through its training programs professional excellence, health and safety, improved understanding of the award and general industrial rights and obligations, for the mutual benefit of CSR and its employees.

Induction

- 12.6 All new employees must complete appropriate inductions prior to being allowed to work independently or to operate company supplied vehicles or equipment. The designated manager makes the necessary arrangements for the following to be completed: general induction, site specific briefing, and vehicle/equipment instruction. Newly inducted employees will be introduced to the Union's site delegate.

Ongoing Training.

- 12.7 CSR will provide directly, or with the assistance of accredited training providers ongoing training for its employees, including in respect of in-cab assessments, new vehicle and equipment instruction, on-road awareness, fatigue management, defensive driving, workplace health and safety, customer service, new technology, and quality management.

13. Safety

- 13.1 It is the policy of CSR to provide, maintain and endeavour to improve high standards of health and safety in all work activities. CSR will continue its efforts to:
- (a) Provide safe working conditions for all employees;
 - (b) Provide and maintain safe motor vehicles, plant and equipment;
 - (c) Provide sufficient and on going training;
 - (d) Take all practical steps to avoid accidents;
 - (e) Regard all industrial accidents as preventable;
 - (f) Develop the awareness and attitudes of management and employees to the need for maintaining sound work practices and to eliminate as far as reasonably possible, all accidents in the future.
 - (g) Constantly review the work process and conditions;
 - (h) Provide immediate access to qualified medical and rehabilitation assistance as may be required in the event of injury;
 - (i) Enforce safety rules without exception or favour;

- (j) Require all employees, visitors, contractors, and third parties to follow safe operating practices and procedures that will safeguard themselves, the public, and other employees at all times.

13.2 CSR intends to introduce policies, practices and procedures consistent with the CSR Safety, Health, and Environment Standard ("CSR SHE Standard") to its transport operations, as has been done throughout the operations of the CSR group.

13.3 Consistent with its commitment to a safe and efficient distribution operations, CSR intends to introduce procedures consistent with the principles of the National Heavy Vehicle Accreditation Scheme (NHVAS) covering areas such as Mass, Maintenance, Environment and Safety Management.

13.4 The joint co-operation of employees, supervisors and managers in observing this policy at all times will assist in providing safe working conditions for all parties.

Managers and Supervisors

13.5 Managers and supervisors are responsible for directly and continuously supervising compliance with all CSR safety policies and procedures for all employees, contractors and visitors under their direct control.

Occupational Health and Safety Representatives

13.6 Occupational Health and Safety Representatives are the elected representatives of their respective designated work groups and are responsible for taking appropriate action on all safety or health matters raised by any member of their work group or as a result of their own observation or assessment.

13.7 Occupational Health and Safety Representatives will receive positive and continuous support from all levels of CSR management, with appropriate time, training and resources devoted by CSR to allow the Representatives to fulfil their necessary functions. Occupational Health and Safety Representatives will be involved in all areas of consultation in matters affecting their respective work areas.

Occupational Health and Safety Committee

13.8 The Committee will be responsible for reporting to management specific occupational health and safety issues and recommendations for change/improvement to CSR policies, procedures or work environments.

13.9 Occupational Health and Safety Committees will be comprised of Occupational Health and Safety Representatives, management representatives and other specified personnel.

Employees

13.10 All CSR employees are required to comply with both CSR and site safety rules and regulations at all times and to report any safety issues as they arise.

14. Rates of Pay

14.1 Effective from the first pay period to commencing on or after 30 June 2005 the weekly rates of pay for each classification of employee shall be as listed in the table below.

Employees under the NSW Transport Industry (State) Award

14.2 The above rates of pay shall be in lieu of all award and non-award wage rates and increases that would otherwise apply.

15. Pay Options

15.1 All wages due shall be paid weekly directly into an employee's nominated bank account.

15.2 Subject to the parties reaching agreement at the time, and having complied with the requirements under clause 17 (Further Agreements and Local Matters), a unit rate payment scheme (e.g. cents per kilometre, trip rates, pallet rates or combination of various elements) may be implemented during the life of this

agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall thereby override any otherwise inconsistent payment provision.

- 15.3 CSR may reach agreement with the union to implement or discontinue any productivity or performance based payment arrangements applicable at a local level. Implementation is subject to the application of such arrangements not involving any breach of this agreement, with any payments being over and above prescribed rates of pay, and being available to all employees. Implementation or discontinuation must be preceded by consultation with employees.

Common Hourly Rates

- 15.4 Subject to the parties reaching agreement at the time pursuant to, and having complied with the requirements of, clause 17 (Further Agreements and Local Matters), a Common Hourly Rate payment scheme may be implemented during the life of this agreement and in substitution for the weekly or hourly rates of pay otherwise prescribed by this agreement. Any agreed scheme shall thereby override any otherwise inconsistent payment provision. Each CHR figure shall be in lieu of all disability allowances or loadings for irregular start times, different shifts and overtime.
- 15.5 The base rates prescribed in clause 14 (Rates of Pay), as adjusted shall as a consequence result in adjustments to the CHR figures as may be set out in an agreed matrix, in accordance with the originally utilised calculation methodologies and relativities.

16. Ordinary Time Rate of Pay

In respect of superannuation contributions, workers compensation payments, and payments due in respect of paid leave periods and public holidays, "ordinary time" pay or "notional earnings base" shall be, subject to applicable legislation, calculated only on the basis of the employee's classification rate of pay under this agreement, plus any applicable shift loading and weekly allowances in the Award, and exclude all extraneous allowances, loadings, bonuses, incentive payments and the like.

17. Further Agreements and Local Matters

- 17.1 After commencement of this agreement, the parties are at liberty to reach separate agreement with employees collectively about matters of concern at workplace level. Any agreements reached must be recorded in writing. The parties shall ensure that such agreements do not contravene the no net detriment test as it would apply to this agreement and the award. The parties agree that the items listed in Appendix A are available as local discussion points, but additional or replacement items may be raised by either party.
- 17.2 In the event that it is proposed that a local workplace agreement depart from or effectively vary a term of this agreement, the Union must be invited to participate in the discussions and become a party to any formal agreement reached. Any such formal agreement must be executed by the PGH Executive General Manager concerned and Union's State Secretary. To give effect to this agreement, the parties shall submit a copy of each local workplace agreement to the Commission for formal approval by the Commission.
- 17.3 Subject to there being no inconsistency with the other terms of this agreement, the matters as set out in Appendix B are agreed at a local level between the parties.

18. Counselling and Discipline

- 18.1 Where a breach of employee duties (including under clause 9) is indicated, the matter will be the subject of appropriate investigation by management, and possibly followed by counselling of the employee(s) concerned. Where it is considered the employee may be at fault then an official warning and/or other disciplinary action may also follow. This shall be the case even if a more tolerant approach has been previously taken at particular workplaces. In the case of serious misconduct, an employee's employment may be terminated without notice or payment in lieu.
- 18.2 Serious misconduct includes but is not limited to:

- (a) Dishonesty or Theft
- (b) Falsification of Worksheets
- (c) Misuse or Abuse of Equipment
- (d) Intoxication
- (e) Illicit Drug Use
- (f) Fighting
- (g) Physical or Verbal Abuse
- (h) Sexual Harassment
- (i) Actions Endangering Health or Safety
- (j) Commission of a Crime

- 18.3 Where suspension of duties is necessary while an investigation regarding the facts is taking place, this shall be: (i) by disengagement or without pay in the case of a casual employee; and (ii) on ordinary time payment only for other employees, but to the limit of the value of the employee's accrued leave and RDO credits.
- 18.4 In the latter case, where the employee: (a) is exonerated, earnings for the suspension period shall be made up and such make-up for each of the employee's normal working days is to be calculated at his/her average daily earnings rate over the thirteen weeks prior to suspension; or (b) is terminated in his/her employment, then the value of payment due in respect of the suspension period shall be deducted from the value of any accrued leave and RDO credits that would otherwise be payable on termination, and the individual concerned shall be deemed to have taken his/her leave for the relevant period.
- 18.5 In the rare case of employment being terminated by CSR, the former employee may make an 'unfair dismissal' claim in accordance with the Industrial Relations Act 1996, and seek to be represented by the Union.
- 18.6 Nothing in this agreement shall affect the right of CSR to immediately terminate an individual's employment for serious misconduct.

19. Disputes

- 19.1 Subject to the Act, any dispute shall be dealt with in the following manner:
- (a) The representative of the Union on the job and the appropriate supervisor shall attempt to resolve the matters in issue in the first place
 - (b) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the Union and the workplace manager.
 - (c) Should the dispute still remain unresolved the Secretary of the Union or a representative shall confer with senior management.
 - (d) In the event of no agreement being reached at this stage, the dispute shall be referred to the Industrial Relations Commission for resolution.
- 19.2 All work shall continue normally while these negotiations are taking place.
- 19.3 Nothing in this agreement in any way limits or detracts from CSR's rights at law, whether under common law or statute.

20. Full and Final Settlement

- 20.1 This agreement is in full and final settlement of all Union or employee claims relating to employee rights and entitlements. Accordingly, the Union or employees shall not pursue any extra claims, nor take any industrial or protest action concerning any matter explicitly or implicitly dealt with in this agreement.
- 20.2 In any event:

- (a) Any work that commences or resumes on a day or shift following a stoppage of work not authorised by management, shall attract ordinary time rates of pay until the full duration of the normal ordinary time period has actually been worked, so that employees shall not be over compensated for work that would have been done in ordinary time but for the stoppage.

21. No Precedent Value

This agreement has no precedent value and shall not be relied upon by either party in negotiations for enterprise agreements to apply to other parts of the CSR business.

SIGNED IN AGREEMENT FOR AND ON BEHALF OF THE TRANSPORT WORKERS' UNION OF NEW SOUTH WALES

SECRETARY

WITNESS

DATED

SIGNED IN AGREEMENT FOR AND ON BEHALF OF CSR LTD.

CHRIS CHUBB

(WITNESS)

Executive General Manager, PGH Bricks & Pavers

DATED:

NAME

APPENDIX A

In accordance with subclause 17.1 of this agreement, the items listed below are available as local discussion points, but additional or replacement items may be raised by either party.

1. Early starts without overtime penalty, extra meal/crib breaks or meal money provided notified by end of work on previous day or shift, or where individual genuinely agrees to lesser notice.
2. Late starts on 2 hours notice without penalty for long distance or metro to country trips.
3. Ordinary hours of work may be worked on any combination of days in the week, including Saturday and Sunday, thus allowing for non-consecutive days off.
4. Early morning shift to apply as required, without majority employee vote.
5. Subject to compliance with Award regarding consecutive hours off duty, notification may be given by end of work on previous day or shift (or where individual genuinely agrees to lesser notice) of transfer between day work and shift work, or between shift rosters.
6. Meal/ crib breaks to be taken during natural work breaks, e.g. while queuing and/or during delays in loading/unloading activities.
7. Meal money not payable if notified by end of work on previous day or shift that at least two hours overtime to be worked on following day or shift, and in any event payable only once for each day/shift's overtime performed after completion of ordinary hours.
8. No higher duties payments on day unless higher function performed for two hours or more in total.
9. Option to discontinue RDO's where either the operation concerned has twenty or fewer employees, fifteen or fewer vehicle, or for commercial reasons continuity of the operation would be prejudiced.
10. RDO or leave credits to be utilised at short notice (end of work on previous day or shift) in the event that sufficient work not available or able to be performed (e.g. inclement weather).

11. RDO's need not apply where weekly ordinary hours are rostered over fewer than five days per week, e.g. four day week or nine day fortnight.
12. No RDO accruals for extended paid sick leave periods, i.e. for periods in excess of five calendar days.
13. Spare days or shifts (e.g. arising when others on sick leave) to be flexibly covered on an hour for hour TOIL (time off in lieu) basis where practicable.
14. Late start through fault of employee to attract ordinary time rates for balance of normal duration of ordinary time period, providing work is available or continues, i.e. no wages recovery through undue overtime earnings.
15. Public holidays (excluding Christmas Day and Good Friday) may be worked without penalty payment, provided a day is granted in lieu, to be taken with annual leave.
16. Costs of licence fees and laundering of uniforms to be borne by employee.
17. Lower rates of pay and three to six months' probation periods for agency labour.

APPENDIX B

In accordance with subclause 17.3 of this agreement and subject to there being no inconsistency with the other terms of this agreement, the following matters are agreed at a local level between the parties:

1. Redundancy and retrenchment is an absolute last resort where an employee cannot be reasonably allocated suitable alternative work at another CSR site.
2. Where there is a temporary shortage of work, employees may be temporarily redeployed to other work which they are competent to perform without loss of ordinary time pay, or may be permitted to take accrued RDO's or annual leave.
3. CSR will be under no restrictions regarding the introduction, deployment and utilisation of new technology (including hand-held terminals, truck monitoring devices and electronic seals). Employees will be fully consulted with prior to the implementation of new technology and be fully trained in accordance with its use.
4. Meal breaks and crib breaks will be taken by individual employees on a staggered basis as work permits.
5. Where required, employees will perform extraneous duties within their competence, including assisting stores and warehouse personnel in the loading and unloading of vehicles.
6. There will be no restrictive work practices inconsistent with award provisions.
7. No RDO accruals for extended paid sick leave periods, i.e. for periods in excess of five calendar days.
8. Late start through fault of employee to attract ordinary time rates for balance of normal duration of ordinary time period, providing work is available or continues, i.e. no wages recovery through undue overtime earnings.
9. Costs of licence fees and laundering of uniforms to be borne by employee.
10. Meal breaks would be taken in conjunction with RTA breaks as and when they fall due.
11. The 2nd RTA break is due after 10 1/2 hours worked. The RTA will only be payable to the driver if he has not returned to the yard before the 10 1/2 hours has elapsed. If the driver returns to the yard prior to the 10 1/2 hours elapsing and during the course of completing his paperwork and returning to the office his hours go past the 10 1/2 hour point, he will only be paid for the time worked and not be eligible for the 2nd RTA break. This clause does not apply to Early Starts.

12. No overtime penalty for early starts within the spread of hours. The spread of hours within which ordinary hours may be worked shall be 5.00am to 6.00pm.
13. No higher duties payments on day unless higher function performed for two hours or more in total
14. Standard operating procedure is that employees who are requested will take their accumulated RDO's during the winter months, periods of extended wet weather or low volume periods. However, employees will be permitted to take RDO's at other times in isolated and extenuating circumstances accepted by CSR.
15. In addition and where requested by CSR, employees will take half-day RDO's subject to a limit of four half-day occasions per employee per calendar year. Employees who have commenced work on such a day will receive payments as for 4 hours work, and will be debited the half-day against their RDO credits.
16. Unless impracticable, employees will be given notice of the need to take an RDO on the day before the RDO is taken, with such RDO's allocated in accordance with a rolling roster system.
17. Employees will be permitted to take RDO's on nominated days providing a minimum of 14 days notice has been made and that this time off does not conflict with other employees leave already scheduled.
18. Employees who have RDO accruals in excess of five days equivalent hours will be able to make application to have RDO accrued time in excess of five days equivalent time paid in cash to the maximum of five days equivalent hours. This payment would be available annually to qualifying employees.
19. Agency casuals may, while engaged to perform work in respect of CSR operations, receive lesser rates than those set out in this agreement, for their initial three months.
20. Where operational necessity requires, CSR management and agency casuals who are qualified to operate CSR vehicles, may do so to facilitate the loading, unloading or preloading of the vehicles. To avoid confusion, this clause is not intended to include the normal on-road operation of CSR vehicles for the purpose of delivering CSR products.
21. From time to time specialist contractor fleet (crane trucks) will be required to remain at the CSR operations, even during periods where management has allocated excess CSR company fleet vehicles to other suitable work in response to operational requirements. Such allocation of CSR vehicles is subject to the fleet concerned being properly equipped for the tasks concerned at the other sites. Employees shall not impede CSR's ability to manage and allocate its resources.
22. All employees will undertake training and licensing where directed in order to maintain forklift and crane equipment operation as a minimum job requirement. All employees will be required to undertake regular training and briefing sessions relevant to equipment operating requirements and safety.
23. Wherever possible, when drivers are required to transfer from fork truck operations to crane truck operations, the most recently appointed drivers who have crane truck licences, shall be rostered to do so.
24. All employees will be required to participate in approved fatigue management courses as requested and acknowledge their responsibilities regarding maximum driving hours and company policy relating to such and will abide by their legislative obligations. Where a driver believes that he will be unable to comply with such obligations, he shall immediately advise management. Failure to do so will result in disciplinary action.
25. Employees may be notified by Site Management prior to the conclusion of a shift of any variation due to operational requirements to the starting time of his/her next shift without the payment of any penalty. Any variation to starting times shall apply only to the particular shift on the nominated day. In the event that an employee is unable to commence his/her shift at the new start time, he/she shall promptly bring that concern to the attention of site management, which shall give proper consideration to that concern.