

**REGISTER OF
CONTRACT AGREEMENTS**

CONTRACT AGREEMENT NO: CA16/3

TITLE: Holcim (Australia) Pty Ltd NSW Concrete Lorry Owner Driver Contract Agreement

CASE NO: 2016/00332066

DATE APPROVED/COMMENCED: 7 November 2016/ 7 November 2016

TERM: N/A

NEW AGREEMENT OR VARIATION: Variation

GAZETTAL REFERENCE: 381 I.G. 196

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF EMPLOYEES:

This Agreement applies to Lorry Owner Drivers engaged by Hocim (Australia) Pty Ltd, located at 799 Pacific Highway, Chatswood NSW 2067, to supply and operate concrete trucks and agitators within New South Wales.

PARTIES:

Holcim (Australia) Pty Ltd-&-Transport Workers' Union of New South Wales

APPENDIX 1 – MINI TRUCKS

Where this Agreement applies to an LOD operating a Mini Truck, the terms of the Agreement are varied as set out below.

1. **Delete the following definitions from clause 1.1:**

Commencement Date means the date upon which this Agreement is approved by the Industrial Relations Commission of NSW in accordance with the *Industrial Relations Act 1996 (NSW)*.

Contract Term means:

- (a) where an LOD is operating an 8 Wheeler Truck at the Commencement Date and the LOD introduces a New Truck in accordance with clause 3.2(a), a term of ten (10) years from the expiry of the Initial Term; or
- (b) where an LOD is operating a 6 Wheeler Truck at the Commencement Date and the LOD introduces a New Truck in accordance with clause 3.3, a term from the date of the expiry of the Initial Term until 30 April 2027.

Initial Term means:

- (a) where the LOD is operating an 8 Wheeler Truck at the Commencement Date, the period of time between the Commencement Date and 30 April 2017;
- (b) where the LOD is operating a 6 Wheeler Truck at the Commencement Date, the period of time commencing on the date referred to in clause 3.3(b) and ending 9 months after that date, unless otherwise extended in Holcim's absolute discretion; or
- (c) where the LOD is operating a 6 Wheeler Truck at the Commencement Date and Holcim determines in its absolute discretion that it does not require the LOD to upgrade its truck in accordance with clause 3.3(a), the period of time between the Commencement date and 30 April 2017.

2. **Insert the following definitions into clause 1.1:**

Commencement Date means [INSERT DATE]. *25 February 2015*

Mini Truck means a concrete truck with two (2) axels and four (4) wheel positions.

Term means where an LOD is operating a Mini Truck at the Commencement Date a term from the Commencement Date until 30 April 2027.

3. **Insert new subparagraph (a) "Mini Truck" into the definition of Configuration in clause 1.1.**

4. **Delete clause 3 in its entirety and replace it with the following:**

3. **TERM**

- (a) This Agreement will commence on the Commencement Date and will continue for the Term, unless terminated earlier in accordance with this Agreement.
- (b) Mini trucks will operate at Ballina or Byron plants. The Concrete Truck and Agitator must be newer than 2009. The Concrete Truck and Agitator must otherwise comply with the terms of this Agreement.

5. **Delete clause 4.1** in its entirety and **replace** it with the following:

4.1 Summary of Entitlements

- (a) Subject to clause 4.1(b) and to the LOD complying with the provisions of this Agreement, Holcim will pay to the LOD:
 - i. a cartage rate for concrete carried by the LOD's Concrete Truck(s) at the Utilisation Cartage Rates referred to in clause 4.4 of this Agreement and calculated in accordance with the formula contained in Schedule 2 ; or
 - ii. where the LOD is operating a Mini Truck under this Agreement, a cartage rate for concrete carried by the LOD's Concrete Truck(s) in accordance with the rates set out in Schedule 2A; and
 - iii. where applicable, the Additional Payments as provided by clause 6.

Note: Holcim shall pay to the LOD any Safety Net Payment due in accordance with clause 5 of this Agreement provided that the conditions of clause 5 are met.

- (b) Holcim will not pay the LOD in accordance with clause 4.1(a) unless and until the LOD introduces a New Truck in accordance with clause 1.1, where applicable. Until the LOD introduces a New Truck, Holcim will pay the LOD the Old Cartage Rates.

Note: A three (3) metre and three (3) kilometre minimum shall apply to all cartage except where otherwise specified. A four (4) metre minimum shall apply for all cartage in excess of 25 kilometres.

- (c) Mini Truck rates referred to in clause 4.1(a)(ii) will be adjusted in line with the rate adjustments under clause 4.5 and these rates are inclusive of the amount of \$5.25 per m3 to compensate the Mini Truck LOD for ownership of the Agitator.

6. **Insert** an additional row in Scale 2 in **clause 9.2** as follows:

\$amount payable if the LOD is operating a Mini Truck	\$29k	\$25k	\$21k	\$18k	\$15k	\$13k	\$11k	\$10k	\$8k	\$7k
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7. **Insert** the words "requiring Mini Trucks" after the words "Mini loads" in **clause 12.4(b)(iv)**.

8. **Insert** the words "and Mini Trucks" after the words "6 Wheeler vehicles" in **clause 14.2**.

9. **Replace** the words "Initial Term or the Contract Term" wherever they appear throughout the Agreement, with the word "Term".

10. **Replace** the words "Initial Term and the Contract Term" wherever they appear throughout the Agreement, with the word "Term".

11. **Replace** the words "Initial Term, and where applicable, during the Contract Term" in **clause 15.1** with the word "Term".

12. **Replace** the words "Contract Term" wherever they appear in **clause 45.2** with the word "Term".