

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/207

**TITLE: Readymix Holdings Pty Ltd trading as Readymix-
Southern NSW Aggregate Transport Enterprise Agreement No. 5
- 2003**

I.R.C. NO: IRC3/4746

DATE APPROVED/COMMENCEMENT: Approved 8 September 2003/Commenced 1
January 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/83

GAZETTAL REFERENCE: 14 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Readymix Holdings Pty Limited engaged as transport workers at the company's sites in Marulan and Queanbeyan 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 Ltd trading as READYMIX - SOUTHERN N.S.W. AGGREGATE TRANSPORT
ENTERPRISE AGREEMENT
NO. 5 - 2003**

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1. Title of Agreement

This Agreement shall be known as the "Readymix Holdings Pty Ltd trading as Readymix - Southern NSW Aggregate Transport Enterprise Agreement No. 5 2003 -" ('the Agreement').

2. Area and Incidence of the Agreement

The Agreement shall apply at sites operated by Readymix (as set out in Annexure A), and shall cover employees in those locations employed in the occupation of driving and covered by the Transport Industry Quarried Materials (State) Award.

3. Parties to the Agreement

The parties to this Agreement are:

- (a) Readymix Holdings Pty Ltd trading as Readymix, in Southern NSW sites as described in Annexure A to this Agreement ("the Company");
- (b) The Transport Workers' Union of Australia, New South Wales Branch ("TWU"); and
- (c) The Employees employed in those locations as set out in Annexure A ("the Employees").

4. Relationship to Parent Awards

The Agreement shall be read and construed in conjunction with Transport Industry Quarried Materials (State) Award ("the Award"). Should there be any inconsistency between the Award and the Agreement, this Agreement shall prevail to the extent of the inconsistency.

5. Term of Agreement

The Agreement shall apply from 1st January 2003 and shall remain in force for a period 36 months (31st December 2005).

6. No Extra Claims

The Employees and the Union will not make any extra claims in respect of matters covered by this Agreement for the duration this Agreement.

7. Review of Agreement

The parties agree to review the Agreement no later than 6 months prior to the expiry of the Agreement as set out in Clause 5. In the context of this review, the parties shall examine both the operation of the Agreement and the possibilities of entering into a further agreement.

8. Objectives of the Agreement

The objectives of the agreement are to develop a flexible service orientated transport fleet to distribute the Company's product with a high level of professionalism and service whilst demonstrating a proactive approach to Safety & Operational Improvement initiatives.

9. Previous Agreements

The parties to the Agreement agree that the first agreement known as, "CSR Ltd T/A The Readymix Group - Country Division (South Coast) Transport Enterprise Bargaining Framework Agreement 1994" the second agreement know as, "CSR Ltd T/A The Readymix Group - Country Division South Coast Transport Enterprise Arrangement 1995" the third agreement known as "CSR Ltd T/A CSR Readymix Southern Region South Coast Transport Enterprise Arrangement No. 3 1997" and the fourth agreement known as "CSR Ltd T/A CSR Readymix Country Division South Coast Transport Enterprise Arrangement No. 4 2000", shall be a continuation from which further improvements are to be made consistent with the terms of this Agreement. The parties shall ensure that the commitments and requirements arising from previous Agreements and awards are met.

10. Safety

The parties are committed to the personal safety of all personnel. To this end, both management and employees seek to achieve a reduction in injuries to a zero level. All Personnel shall be proactive in improving the Safe working ethic, identifying possible problem areas and actively contributing to safety improvement (Clause 21 and Annexure "B") initiatives such as.

Personnel to actively monitor their own safety behaviour as well as the safety behaviour of others.

Continually seek & suggest improvements to minimise risk of injury to themselves and others.

Active participation and attendance at Safety meetings.

To report all near misses, and work injuries immediately and if medical treatment is required cooperate in the use of the Company recommended medical practitioner to achieve the best possible management of the injury.

11. Quality

The parties agree to achieve a very high standard in quality control ensuring no losses due to contamination and observing the quality procedures of its product suppliers and customers quality systems. This shall be achieved but not limited to, by ensuring truck bodies are clean and free of contaminants and by visually inspecting products prior to loading to ensure products are representative and free of contaminants.

12. Community Standards

The Company vehicles and our behaviour on the road portray the image of the Company to the community. It is therefore of utmost importance that all drivers be courteous and adhere to the road rules ensuring members of the community are not inconvenienced by the Company's operations.

The parties commit to reduce the transport operation's impact on the environment by ensuring secure loading, dust emission reduction and careful observance of community attempts to protect the environment.

13. Other Duties

In cases where employees are suitably trained and licensed, it can be reasonably expected that employees may be required to undertake temporary work at any of the quarry or concrete locations in the Southern NSW Area. Tasks such as operate front-end loader, dump truck, excavator, water truck or concrete truck, or as required from the operating sites. Where long distances exist for such temporary work, the Company will assist with transportation if required.

14. Checking and Recording of Data on Tyres

Drivers shall check all tyres on a regular basis. Record performance on supplied forms, report any uneven or abnormal wear and implement agreed improvement initiatives (refer to Annexure "B").

15. Vehicle Performance Monitoring

All Fuel, Oil and Vehicle performance Log Sheets shall be completed accurately and on time. This will include the recording of kilometres per litre and implement agreed improvement initiatives (refer to Annexure "B").

16. Vehicle Cleanliness

Vehicles shall be kept in a clean and tidy condition. The presentation of Company vehicles portrays the image of the Company to the customers and the community.

17. Pre-Start Inspections and Maintenance

Drivers shall complete all necessary inspections & related documentation inspections and where required requests for repairs. These documents shall be submitted as required with sufficient notice to program maintenance in advance to ensure all vehicle are maintained to a high standard. All vehicles shall be kept in a road worthy and presentable condition at all times.

18. Customer Service

All employees are expected to place a high emphasis on customer service by seeking to meet the customer's every need where possible and by providing an effective feedback system to aid the Company in improving service.

Customer feedback is important in that it supplies information that allows the Company to identify areas of improvement. Drivers are to relay this positive or negative data to the Weighbridge or Quarry Manager.

Where several Company trucks are working on a job that required continuous supply, drivers shall stagger rest/meal breaks to minimise supply delays. Drivers shall manage these breaks in consultation with allocation or weighbridge staff.

19. Driver Medicals

All parties agree to the implementation of periodic medical examinations of drivers by a medical practitioner to assist in preventing accidents by maintaining the health and safety of employees.

The Company will meet the cost of these examinations.

The report will be completed on an agreed standard form.

The Company shall nominate a doctor of its choice.

Medicals shall be done annually.

20. Stages of This Agreement

This Agreement shall comprise of 3 stages;

Stage 1

Upon the signing of this Agreement a 3½% wage increase shall be paid to employees the subject of this agreement.

Stage 2

On 1 January 2004 a further 3½% wage increase shall be paid to the Employees covered by the Agreement.

Stage 3

On 1 January 2005 a further 3½% wage increase shall be paid to the Employees covered by the Agreement.

21. EBA Goals to Be Achieved

The following reflects the relevant goals set by the Company for Employees to achieve as "EBA Goals" as shown in more detail in Annexure "B".

GOALS :

1. A proactive approach to Safety improvements.

(Annual Bonus Component \$500.00)

The goals are to achieve the requirements of the Company's Annual Safety Plans as they apply to each site. Including safety initiatives submitted to the Company to reduce the risk of personal injury and to improve the working environment and working procedures to achieve nil total recordable injuries.

2. Vehicle Utilisation

(Annual Bonus Component \$250.00)

The measure of vehicle utilisation is the total paid hours versus vehicle revenue hours.

To identify opportunities to maximise vehicle utilisation, co-operation by drivers is required to record delays on drivers log sheet. These delays will include excessive loading/unloading time, workshop repairs and inspections, R&M done by the driver, traffic delays and any other delay incurred.

In addition recording time when vehicles are not in use shall be implemented. Time such as insufficient work for any vehicle or the entire fleet including time when drivers are not available shall be recorded and implement agreed improvement initiatives (refer to Annexure "B").

22. Process of Analysis of EBA Goals

For monitoring whether the goals listed in the "EBA Goals" (Clause 21 and Annexure "B") have been achieved by the employees:

- (a) Management shall speak to and discuss with individual employees on their progress against the EBA Goals. Such discussions shall take place, wherever possible, on a monthly basis at which time the EBA plan will be updated to record progress.
- (b) Employees shall agree to strive to achieve these goals within the prescribed time periods.
- (c) Management shall monitor the specific performance of Employees, and their respective vehicles, against the EBA Goals. Management agrees to give Employees monthly feedback on how they are performing against these goals and whether or not the goals are being, or likely to be, met within the time period.
- (d) If EBA Goals are successfully met, at the end of the 12 month period the Company agrees to pay to those Employees the relevant bonus as referred in Clause 21.

23. Disputes Procedure

1. Procedures relating to grievances of individual employees:

- (a) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) 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.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must be continued.
- (f) The employee may be represented by an industrial organisation of employees such as the TWU.

2. Procedures relating to disputes etc between employers and the Employees:

- (a) Question, dispute or difficulty 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.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employee may be represented by an industrial organisation of employees for the purpose of each procedure.

24. Anti-Discrimination

- 24.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 24.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 24.3 Under the *Anti-Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 24.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*; or
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 24.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

SIGNATORIES

Signed for and on behalf of Readymix Holdings Pty Ltd t/as Readymix:

Signed: _____ Name: _____

Date: _____

For the Employees:

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

Secretary: _____ Name: _____

Date: _____

ANNEXURE "A"

For the purpose of this agreement the Transport Employees employed in Southern New South Wales are based at:

Marulan	Queanbeyan
"Johnniefields"	Cooma Road
Brayton Road	Queanbeyan NSW
Marulan NSW	

ANNEXURE "C"

Classification:	Current Rate - ie Dec 02:	Stage One On signing + 3.5%:	Stage Two 1 Jan 04 + 3.5%:	Stage Three 1 Jan 05 + 3.5%:
Grade 1 Basic	550.60	569.87	589.82	610.46
Grade 2 VC1 Basic	554.67	574.08	594.18	614.97
Grade 2 VC1 Cert	565.04	584.82	605.28	626.47
Grade 2 VC2 Basic	560.15	579.76	600.05	621.05
Grade 2 VC2 Cert	570.51	590.48	611.14	632.53
Grade 2 VC3 Basic	569.29	589.22	609.84	631.18
Grade 2 VC3 Cert	579.60	599.89	620.88	642.61
Grade 2 VC4 Basic	598.93	619.89	641.59	664.04
Grade 2 VC4 Cert	609.36	630.69	652.76	675.61
Grade 2 VC4 Adv	619.67	641.36	663.81	687.04
Grade 2 VC5 Basic	605.80	627.00	648.95	671.66
Grade 2 VC5 Cert	616.17	637.74	660.06	683.16
Grade 2 VC5 Adv	626.60	648.52	671.23	694.72
Grade 3	713.90	738.89	764.75	791.51
Allowances:				
2 tonnes extra	10.20	10.56	10.93	11.31
2-4 tonnes extra	20.40	21.11	21.85	22.62
4-6 tonnes extra	30.60	31.67	32.78	33.93
6-8 tonnes extra	40.80	42.23	43.71	45.24
Fares (per day)	2.22	2.30	2.38	2.46
Meal	0.00	0.00	0.00	0.00
First Aid (per week)	9.15	9.47	9.80	10.14