

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/11

TITLE: Hanson Sydney Concrete Drivers Enterprise Agreement 2004

I.R.C. NO: IRC4/6081

DATE APPROVED/COMMENCEMENT: 2 November 2004 / 1 April 2004

TERM: 25

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 February 2005

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement to all employees in the Sydney Metropolitan area employed by Hanson Construction Materials Pty Ltd, covered by the classifications contained in clause 4, who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award

PARTIES: Hanson Construction Materials Pty Ltd -&- the Transport Workers' Union of New South Wales

HANSON SYDNEY CONCRETE DRIVERS ENTERPRISE AGREEMENT 2004

THE PARTIES

HANSON CONSTRUCTION MATERIALS PTY LTD ACN 009679734 of 75 George Street, Parramatta (hereinafter referred to as "Employer");

AND

THE TRANSPORT WORKERS UNION OF AUSTRALIA NSW BRANCH of 388 Sussex Street, Sydney (hereinafter referred to as "the Union") on behalf of employees covered by the Agreement.

The parties hereto hereby agree as follows:

1. Title

This Agreement shall be known as "Hanson Sydney Concrete Drivers Enterprise Agreement 2004".

2. Status of Agreement

- 2.1 The parties agree to enter into this Enterprise Agreement which shall have a duration of two (2) years and one (1) month commencing 1 April 2004 and will apply to all employees in the Sydney metropolitan area covered by the classifications contained in Clause four (4). The employees will have their terms and conditions of employment regulated by the Transport Industry Mixed Enterprises (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 The parties shall commence negotiations for the next Enterprise Agreement three (3) months prior to the expiry of this Agreement.
- 2.3 During the term of this agreement, the rates of pay will totally cover all allowances relating to building and construction sites to which deliveries are carried out provided however that where specific project or site awards/registered agreements are legally applicable to the Employer then the provisions of those project or site awards/registered agreements will be applied by the Employer.
- 2.4 Hanson Construction Materials Pty Ltd is an Equal Opportunity Employer and the mention of "his" also refers to "her" gender where applicable in this Agreement.

3. Objectives of Agreement

- 3.1 To ensure that the Sydney Concrete Transport team is highly responsive to customer requirements.
- 3.2 To improve flexibility of manning to allow the Sydney Concrete Transport fleet to achieve improved productivity and cost effectiveness.
- 3.3 To achieve multi-skilling and improve inter-changeability of drivers with other functions within the Sydney Concrete business as detail
- 3.4 To promote continuous improvement in skills, knowledge and professionalism through training and consultation, and ensure greater responsibility and accountability to employees, particularly towards customers, safety, the environment and quality.

4. Definitions

- 4.1 For the purpose of this Agreement: -
- 4.2 "Mobile Unit" means truck and agitator.

- 4.3 "Maxi Truck Driver" means a person engaged by the Employer principally to deliver concrete in a truck/agitator. The employee must have satisfactorily completed the Hanson Driver Training Induction Program.
- 4.4 "Trainee Driver" means a person engaged by the Employer for the purpose of training in the operation of a mobile unit and Hanson's systems, procedures, policies and rules of operation to the appropriate level of a Maxi Truck Driver. Progress beyond the classification of trainee will be by individual assessment by the company, and demonstrated satisfactory performance. The initial assessment will be completed within three (3) months of date of commencement.
- 4.5 Eight (8) wheeler trucks under this agreement shall be defined as trucks with 4 axles. Six (6) wheeler trucks under this agreement shall be defined as trucks with three (3) axles

5. Hours of Work

- 5.1 The ordinary hours of works shall be 38 hours per week provided that no more than eight (8) ordinary hours may be worked on any one day Monday to Friday.
- 5.2 Ordinary hours of work under this agreement may be worked between the hours of 6.00 a.m. and 6.00 p.m. on any one day Monday to Friday.
- 5.3 Individual starting times will be obtained by calling a nominated toll free number after 6pm on the evening prior to commencement of work. Starting times shall be the time given per the recording minus fifteen minutes to allow for pre-start checks to be performed. This number and time may change at any time and should this be the case notification will be given in writing.

During Monday to Friday, default start times shall be 6.30am provided that the Employer may direct employees to have staggered start times after 6.00am if the needs of the business require this. If trucks are "not required" on Saturdays, drivers will not be required to man their vehicle.

- 5.4 Ordinary hours will commence at each days start time.
- 5.5 The existing practice with respect to the placement of company trucks in the cyclic roster shall continue provided however that where the Employer wishes to change this practice it shall first consult with the union and the employees.
- 5.6 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. Drivers must at all times work within legislated driving hour guidelines. If this situation may occur the employee must inform their direct supervisor prior to leaving work, and seek instruction regarding the starting time for the next day.

6. Meal Breaks

In lieu of "No lunch" claims, overtime is payable after eight (8) hours are worked.

- 6.1 Rest breaks shall be managed by the driver(s) to ensure compliance with legislation i.e., minimum breaks must be taken by drivers within the set period after starting times.
- 6.2 Drivers shall work with the Customer Service Centre (CSC) to ensure that breaks are taken in such a manner as practicable to allow continuity of work by taking breaks in between loads in order to maximise efficiency.

7. Payment of Wages

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

8. Multi-Skilling

- 8.1 To ensure continuity of customer service and following consultation, staff or other employees may deliver concrete, provided that work is within the skill and competency of the employee.
- 8.2 During normal time hours drivers may be required to carry out any duties relating to the overall supply of ready-mixed concrete as detailed in appendix C provided that those duties are within their skill, competence and training and do not promote de-skilling. Where these duties conflict with driving duties or are required in overtime, they must first be approved by the driver's direct supervisor.
- 8.3 The rates of pay described in this agreement cover all activities detailed in appendix A, B and C. These activities are not intended as staff replacement on a permanent basis.
- 8.4 Drivers will be required to perform the duties referred to in appendices A , B and C of this agreement.

9. Rostered Days Off

- 9.1 RDOs may be taken as one (1) whole or two (2) half days at any time by mutual agreement (ie. both the company and the employee must agree).
- 9.2 Employees may accumulate up to five (5) RDOs in any one (1) calendar year. Accumulated RDOs shall be dealt with as follows: -
 - (i) the employee and employer may agree for the employee to be paid for the value of the accumulated RDO's at ordinary rates; or
 - (ii) the employee and employer may agree for the employee to take the accumulated RDO's in a block. In such a case the timing of the employee taking the RDO's shall be within one (1) month of notification or at another designated time by mutual agreement.
 - (iii) RDO accumulation will not extend from one calendar year to the next i.e. all RDOs must either be taken, rostered for January or cashed by the end of the year.
- 9.3 On a day where manning requirements are low the company may advise an employee to take an accumulated RDO, and if so advised the employee shall leave immediately with the usage of only half an RDO, the balance of four (4) hours to be paid as normal. The advice must be given within two (2) hours of the employee starting on the particular day.
- 9.4 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.
- 9.5 The TWU Picnic Day shall be taken when it falls due. Where an employee is required to work the Picnic Day (which will be rare) then Saturday rates will be paid for that day and a day off in lieu granted. That day off in lieu shall be taken on the first Monday in December.
- 9.6 During each January of this Agreement, due to varying customer demands levels, the company may require any balance of RDOs in the bank to be taken or paid out. RDO's shall be paid at ordinary time rates.

10. Uniform Issues

At commencement of employment, an employee will receive a double uniform issue. Thereafter an employee is entitled to uniform replacement on a fair wear and tear basis with replacement being carried out twice a year.

11. Annual Leave

The period from Christmas to February often involves lower customer demand, and if as a result fewer trucks are utilised, and if insufficient volunteers are available, the company may require employees to take annual leave at this time.

12. Sick Leave

- 12.1 Employees may 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.
- 12.2 An employee will make every effort to 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 deliveries.
- 12.3 Employees will be permitted to cash in a maximum number of five (5) accrued sick days per year. To qualify for participation in this scheme employees must have a minimum balance of twelve (12) accrued sick days in the first week of December and must have a demonstrated history of good performance with respect to sick leave and attendance. Employees who qualify and wish to cash in five days must make this request in writing via a Personnel Change Notice form. Such requests must be submitted in the first week of December.
- 12.4 Leave without pay will not be available without prior consent by management.

13. Part-Time Employees

- 13.1 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 (32) hours and not be less than twenty (20) hours per week except in the circumstances where the part-time employee is relieving a weekly employee.
- 13.2 The spread of ordinary hours shall be the same as those prescribed for weekly employees.
- 13.3 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.
- 13.4 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.
- 13.5 Term Employees

Term Employees may 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 for a term engagement will be six (6) months, with no employee being engaged for more than two (2) consecutive terms.

14. Casual Employment

- 14.1 Employees may be engaged on a casual day by day basis.
- 14.2 Casual employees will generally be engaged for a continuous period not in excess of fourteen (14) weeks at any one time. Where casual employees have been shown to work equivalent hours in parallel with permanent drivers for a period greater than fourteen (14) weeks, it is the company's intention to offer these drivers permanent positions provided that their performance warrants full time employment.
- 14.3 The minimum engagement shall be four (4) hours.

15. Process Improvement

- (i) Both parties shall be committed to achieving quantifiable improvements in processes of production and delivery of concrete.
- (ii) Continuing improvement in these processes will have the aims of meeting the quality expectations of customers and minimising costs of delivery for the business.
- (iii) Drivers are to assist with dropping of trucks for after hour servicing requirements in the most cost effective way.
- (iv) Drivers are to be cost effective by refuelling outside peak workloads.
- (v) Drivers shall act in a professional, courteous and safe manner towards other road users.
- (vi) Drivers are to participate in training to reduce transport accident costs.
- (vii) Drivers shall comply with company policy on delivery documentation with legible signatures for delivery and waiting time.
- (viii) The company supports the principle of Blue Card training. The parties agree that the current Hanson training program which is conducted through OZE Training (a Registered Training Organisation) will meet the needs of the parties as it provides for the issue of a Blue Card at Certificate Three level. The company agrees that the company shall provide for the issue of Blue Card, at no cost to the employee, when the appropriate recognised prior learning has been attained through Certificate Three training. Should this change the parties will discuss the matter to ensure that Blue Card principles are maintained.

16. Designated Plant, Staff Transfers and Relief Drivers

- 16.1 Each driver will be allocated a designated starting plant. The location of the designated starting plant will be determined by the permanent location of the allocated truck being driven by the driver in question.

The following principles will apply to the designated starting plant concept:

- (i) In addition to being allocated a designated starting plant, a driver will also be allocated a designated area which area shall comprise the three closest plants to the residence of the driver including the location of the designated starting plant.
 - (ii) If a driver is required to travel to work in his own vehicle for a distance that is beyond the location of the third closest plant in the designated area for that driver then the driver will be compensated for the additional round trip travel incurred by the driver.
 - (iii) It is open to either the driver or the Company to seek to renegotiate the designated area at any time. The designated area cannot be changed unless agreement is reached between the driver and the Company.
 - (iv) A renegotiation of a designated area may be triggered by a number of factors which can include a change in the place of residence of the driver or a decision by the Company to relocate the permanent location of the allocated truck.
 - (v) The designated area of the driver must be recorded on that drivers personnel file.
- 16.2 Employees may be directed by the Employer to transfer to any plant operated by the employer within the designated area and such transfer will not entitle the employee to any additional payment. These transfers may be on a daily, weekly, fortnightly or permanent basis.

16.3 Where an Employee is employed specifically for the purposes of relieving other absent Employees then the Employee may be directed to any plant operated by the Employer at any time, and travel allowances will be paid as per the award.

17. Disputes Resolution Procedure

The parties to this Agreement shall follow this procedure to avoid industrial disputes and it is agreed that in all cases disruptions to customers of the Employer shall receive primary consideration. A 24 hour cooling off period should be considered if a resolution of the problems cannot be found: -

- (i) Where a matter arises which is likely to cause a dispute the Employee concerned shall take the matter up with the Plant Production Manager or Transport Supervisor.
- (ii) Should the matter remain in dispute the Yard Delegates should take the matter up with the Transport Supervisor.
- (iii) A reasonable time shall be allowed between each step in the procedure, however, steps (i) to (iii) should be carried out within seven (7) days, and if then unresolved the Employee Representative shall meet with the Transport Manager.
- (iv) Should the matter remain in dispute it shall then involve the Employee Representative or Union Delegate if requested, and the relevant Hanson manager.
- (v) Should the matter remain in dispute it may be referred to the Industrial Relations Commission of NSW for further proceedings in accordance with the Act.
- (vi) While this procedure is being followed work shall continue without any ban, limitation or interruption. Where a driver has genuine concern that continuation of work on a matter in dispute jeopardises his personal safety or the safety of others, where safe and practical to do so he must first advise Company Management then the relevant OH&S committee members that work has ceased..

18. Rates of Pay

18.1 Trainee Drivers under instruction shall be paid in accordance with Grade 4 classification in the Award. Slump allowance will not be paid during the training period.

18.2 From the commencement date of this Agreement six wheel Maxi Truck Driver employees will receive an increase of 4.0 % to the base weekly rate. Thereafter there shall be increases as follows: -

1 November 2004 -3%

1 May 2005 - 4%

1 May 2006 -4%

18.3 Covered by this Agreement are: -

Crib Allowance (20 minutes)

Cash Collection

"No Lunch" Claims

These allowances will be fully compensated by the rates of pay prescribed by this Agreement.

Notation: If a driver returns to a plant with cash collected from a customer and there is no Hanson employee present to take charge of the cash the driver must contact either the Plant Manager, a Logistics Supervisor or Fleet Manager who will instruct the driver accordingly.

18.4 In line with the award, tea money will only be payable if a driver has to work longer than TEN hours from the drivers start time.

- 18.5 Employees will be paid the slump allowance as prescribed by the award. The allowance will increase in line with the award.
- 18.6 Employees who are permanently assigned to an eight-wheeler agitator will be paid the nett difference between a grade 4 and grade 6 driver in the award.
- 18.7 Employees shall participate in the bonus scheme based on a 12 month moving average total utilisation. Payments will be paid quarterly on a pro-rata scale as detailed in Appendix D.
- (i) This target will be measured on a monthly basis with results distributed to all plants and posted on driver's room noticeboards.
 - (ii) Employees will help to achieve these targets by:
 - Taking breaks efficiently and in line with legislation and customer service.
 - Pressing the correct statuses.
 - Not allowing LODs to round them up.
 - Staying at the plant(s) until they are told to log off.
 - Identifying maintenance work early and assisting management to schedule repairs for slow periods.
 - Ensuring that minor truck and mixer maintenance is carried out in line with Appendix A and B.
 - Carry out pre-start safety checks and complete and sign daily check sheets.
- (i) Utilisation will be measured on a metro company fleet basis
 - (ii) Payments will be made in July (for April, May, June), October (for July, Aug, Sept), January (for Oct, Nov, Dec) and April (for Jan, Feb, March).
- 18.8 Any increase to either the Transport Industry (State) Award or the Transport Industry Mixed Enterprises (State) Award will be fully absorbed during the term of this Agreement by the rates and increases prescribed by this Agreement (other than increases in the slump Allowance which will be paid).

19. Driver Training

Any employee driver utilised for the purpose of DRIVER TRAINING in the operation of the mobile unit will be entitled to an allowance of \$20.00 per day of training to a maximum of five days per week.

Time sheet must be marked "DRIVER TRAINING" and signed by a Manager or Supervisor.

To qualify as an internally accredited Driver Trainer the employee driver must have had a minimum of three (3) years mobile unit experience in the concrete industry and or be deemed suitable as a DRIVER TRAINER by the Employer.

20. Redundancy

- 20.1 The company agrees that where it needs to make structural changes, which will result in redundancies, it will call for volunteers as a first measure.
- 20.2 If no volunteers or insufficient volunteers come forward then the Company will select employees for redundancy using the criteria of skill levels (actual and potential) and length of service.

- 20.3 The Company will apply the redundancy scale in the Award (as varied from time to time) to any employees made redundant during the life of this Agreement.
- 20.4 Prior to making any forced redundancies, the company will endeavour to exhaust all alternatives such as retraining or re-location of drivers to alternative positions

21. Drug and Alcohol Testing

Where the employer seeks to introduce a policy which covers random drug and alcohol testing then there shall be consultation with the union and the employees.

22. Delegates Leave

A combined total of 10 days paid at normal 8 hour rates for delegates and union leave shall apply under the terms of this Agreement. This may be divided between delegate representatives as they see fit but shall not exceed 10 days in total for all delegates or employees.

22. Declaration

The parties to this agreement declare by their signatures below that they have entered into this agreement of their own volition and without duress.

Signed for and on behalf of HANSON CONSTRUCTION MATERIALS PTY LTD in the presence of:

Signed for and on behalf of the TRANSPORT WORKERS UNION OF NEW SOUTH WALES in the presence of:

APPENDIX A

MINOR AGITATOR MAINTENANCE - HYDRAULIC

DUTIES TO BE CARRIED OUT BY DRIVERS

1. Administration

Drivers will be required to complete fault books on mixers after identifying maintenance issues when performing the following checks:

2. Check

All oil levels.

Hose condition.

Drive shaft universals great - external

All mounting bolts.

3. Maintain

Oil and filters - external (ie. report on damage or need to change)

Hoses (oil and water)

Mixer water pump (ie. report on damage or need to change)

Gearbox grease

Grease rollers and chute jack if required.

4. Cleanliness of Mixer

Maintain mixer appearance to a standard acceptable to Management.

Carry out inspection for excess concrete on the inside and outside of mixer, and cab chassis.

Report when build-up is required to be removed (de-dagged).

Report when blade and flight wear requiring maintenance attention.

5. Paint

Minor touch up of paintwork on the catwalks, "A" frame, barrel and chassis.

APPENDIX B

MINOR TRUCK MAINTENANCE

DUTIES TO BE CARRIED OUT BY DRIVERS

1. Administration

Drivers will be required to complete fault books on trucks after identifying maintenance issues when performing the following checks. Additionally, drivers will be required to complete daily log sheets regarding same. Drivers will also be required to carry out pre-start safety checks and complete and sign daily check sheets.

2. Check

Oil

Water

Fuel

Tyres

Batteries

Water condition

3. Report

Malfunctions

Faults noticed whilst driving or servicing

Prompt reporting to Management of service due dates to include:

4. Change

Light globes

Side mirrors

Mud flaps

5. Grease

All accessible points on truck.

6. Cleanliness of Vehicle - Internal and External

Wash: Standard acceptable to management

Polish: Materials supplied to driver by request

Paint: Minor touch up of paintwork on the catwalks, hubs, rims and chassis.

APPENDIX C

PLANT SPECIFIC DUTIES

Drivers may be required to carry out any duties relating to the overall supply of ready mixed -mixed concrete, provided that those duties are within their skill, competence and training and do not promote de-skilling. These duties may include:

Testing

Cleaning of yards

Cleaning of drivers rooms

Preventative maintenance on trucks

Preventative maintenance on plant and equipment

Concrete spillage clean up

Administrative duties

APPENDIX D

The following bonus payments shall apply:

Company Fleet Utilisation (cubic metres)	Bonus for each employee (dollars to be paid each 3 months)
5600	109.25
5700	218.50
5800	327.75
5900	437.00
6000	546.25
6100	655.50
6200	764.75
6300	874.00
6400	983.26
6500	1092.51

Note: The bonus figures shown above are for each employee and will be paid every three (3) months. If the utilisation goes up between payments then the higher bonus will be paid at the next three (3) monthly increment.

Example: If fleet utilisation is at 5,600 cubic metres then all drivers will get a bonus in October 2004 of \$109.25. If fleet utilisation goes up to 5,800 cubic metres in the intervening period then all drivers will get a bonus in January of \$327.75.