

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/246

**TITLE: Readymix Holdings Sydney Concrete Transport
Enterprise Agreement 2005-2008**

I.R.C. NO: IRC5/4365

DATE APPROVED/COMMENCEMENT: 1 September 2005 / 1 May 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 23 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all drivers of concrete agitator trucks employed by Readymix Holdings Pty Ltd, in its Sydney Concrete Transport Division (except cement tanker drivers), who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award.

PARTIES: Readymix Holdings Pty Limited -&- the Transport Workers' Union of New South Wales

READYMIX HOLDINGS SYDNEY CONCRETE TRANSPORT ENTERPRISE AGREEMENT 2005-2008

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SCHEDULE B: MONETARY RATES

1. Objectives

The objectives of the agreement are to develop a safe and flexible service orientated transport fleet to distribute Readymix's concrete product with a high level of service.

2. Title

This agreement shall be known as the READYMIX HOLDINGS SYDNEY CONCRETE TRANSPORT ENTERPRISE AGREEMENT 2005-2008.

3. The Enterprise

This agreement shall apply to all drivers of concrete agitator trucks employed by Readymix in its Sydney Concrete Transport Division and who are covered by the Transport Industry - Mixed Enterprises (State) Award (excepting cement tanker drivers). This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

4. Parties

The Enterprise Agreement shall be binding on the following parties:

- 4.1 Readymix Holdings Pty. Ltd. and

4.2 The Transport Workers Union of New South Wales.

5. Operation and Duration

5.1 This Enterprise Agreement shall be read and construed with the Transport Industry - Mixed Enterprises (State) Award (the "Parent Award").

5.2 Where there is any inconsistency between the parent award and this Enterprise Agreement the latter shall prevail to the extent of inconsistency.

5.3 This Enterprise Agreement shall operate from the first pay period to commence on or after 1 May 2005 (in so far as all wage and allowance increases are concerned). In respect of all other conditions of employment this Agreement shall operate from its date of signing by both parties. This Agreement shall expire on 30 April 2008.

5.4 The parties shall commence negotiations for a new agreement no less than three (3) months prior to the date of expiry of this Agreement.

6. No Extra Claims

There will be no further claims (including site or project allowances and/or conditions) for general wage increases during the term of this agreement

7. Notice of Leave

7.1 If a driver intends to be absent from work due to illness and/or personal injury, such driver shall provide Readymix with at least 24 hours notice of such absence (where possible).

7.2 Where a driver applies to take a period of leave to which he/she has become entitled, such driver shall give Readymix a minimum of 30 days notice of his/her intention to take annual leave for approval.

7.3 Where a driver has become entitled to a 20 day period of Annual Leave, Readymix can give a minimum of 30 days notice for the driver to take annual leave.

7.4 SPECIAL ATTENDANCE ALLOWANCE

A. Employees who meet the conditions provided in this clause will be paid an annual bonus of one (1) weeks pay or, if they so elect in writing, one weeks additional annual leave to be taken during a period of scheduled annual leave.

The conditions to be met by employees in order to qualify for the bonus are:

(i) Employees will use their best endeavours to notify absences the day before such absences occurs.

(ii) The Company will administer the payment of the special attendance allowance on a just and equitable basis.

(iii) Employees must be currently full time as at the date of signing of this Agreement. For employees who join the fleet after the commencement of this Agreement those employees must complete twelve (12) months service in order to qualify for the allowance.

B. The additional leave provided for as the special attendance allowance herein must be given and taken by 30 March in each calendar year. If the leave is not taken by 30 March then it shall be paid to the employee as a bonus of one (1) weeks pay which payment shall be made in the first pay period to commence on or after 30 March in the relevant year.

C. The Company will be flexible where employees seek time off for serious family issues.

8. Hours of Work

- 8.1 Daywork ordinary hours of work shall be 38 hours per week, Monday to Friday
 - 8.1.1 Employees engaged by Readymix under this agreement will work 5 days per week with each day comprising 7.6 hours.
- 8.2 The ordinary hours of work for dayworkers may be worked between the hours of 6.00am and 6.00pm, Monday to Friday.
 - 8.2.1 Employees may be asked to commence their ordinary hours of work at any time between 6.00am and 7.30am. Employees will be advised prior to the end of their shift of their starting time for the next day.
 - 8.2.2 So that employees receive proper fatigue breaks required as a result of late finishes etc, or to accommodate unusual customer service requirements employees may be given 24 hours notice to commence work between 7:30am and 9.30am on any day without penalty payments.
- 8.3 Shiftwork - Hours of work and conditions applying to shift workers shall be as set out in the Parent Award.
- 8.4 General - Any driver who is unable to work a full day or shift is to advise the Production Manager or Area Manager on the business day prior to the beginning of the day or shift. Subject to customer service requirements the Production or Area Manager may approve such reasonable absence.

9. Rosters

- 9.1 All drivers, subject to this Enterprise Agreement shall be required, at the discretion of Readymix, to participate in All Rosters.
- 9.2 The Manager will nominate whenever the Roster Off Roster is required to be instituted and to nominate the quantity of Readymix controlled trucks required to complete the deliveries for the remainder of the day.

10. Lunch & Fatigue Breaks

- 10.1 In lieu of "No Lunch" claims, employees shall manage their own breaks and be compensated by the rates and allowances contained in this agreement.
- 10.2 Fatigue breaks shall be managed by the driver(s) to ensure compliance with fatigue management legislation.
- 10.3 Drivers shall work with plant staff and management to ensure that fatigue breaks are taken in a practicable manner to allow continuity of work by taking the required fifteen or thirty minute fatigue breaks in between loads or at appropriate times during loads.
- 10.4 Fatigue breaks taken must be recorded on the Drivers Logsheet for inspection by Readymix.
- 10.5 It is the intention of this clause that employees shall work through lunch as required in order to meet the needs of the business.
- 10.6 Each employee covered by this Agreement shall be entitled to:
 - (a) A flat weekly allowance of \$30.00 to be paid 52 weeks per year and to be increased by 4% in each of the second and third years of this agreement such adjustment to be effected at the same time as the wage increases in the second and third years.
 - (b) The Collection of Cash allowance as prescribed by the parent award in circumstances where the allowance is payable under the terms of the parent award.

- 10.7 The allowance prescribed in Clause 10.6 (a) herein shall be in substitution for all penalties and/or allowances (other than the meal allowance) set out in the "Meals" clause (currently clause 18) of the parent award.

11. Contract / Temporary Hire Labour

The Enterprise Agreement shall apply as follows: -:

- 11.1 To all contractors/temporary hire labour driving Readymix concrete vehicles who are engaged in the occupation specified in clause 3.
- 11.2 It is envisaged by the parties to the Enterprise Agreement that there may be extensive use of contract / temporary hire labour (in Readymix controlled vehicles) contracted to perform work pursuant to this Enterprise Agreement. It is agreed between the parties to this Enterprise Agreement that no restrictions or limitations will be placed on the engagement and/or termination of contract labour provided the provisions of this Enterprise Agreement are being met.

12. Hours of Work Casual Employees, Contract! Temporary Hire Labour

- 12.1 Casual Employees/Temporary Hire / Contractors will be entitled to a minimum engagement of four (4) ordinary pay hours, subject to sub-clause (13.2) of this clause.
- 12.2 Casual Employees / Temporary Hire / Contractors employed or contracted prior to the registration of this Enterprise Agreement shall be paid a minimum engagement of 7.6 ordinary pay hours.
- 12.3 No ratio of number of casual drivers, contract/temporary hire labour to permanent employee drivers shall apply.

13. Exclusive Coverage

- 13.1 The terms and conditions of this Enterprise Agreement (and the parent awards) shall exclusively cover all drivers.
- 13.2 No other site or project Enterprise Agreement or award, or any allowance or condition contained therein, shall apply to any driver who is subject to this Enterprise Agreement.

14. Training

- 14.1 Any permanent employee(s), casual labour, Temporary Hire Contract Labour the subject of this Enterprise Agreement, may be directed, at the discretion of Readymix, to attend any training courses nominated by Readymix.
- 14.2 The training undertaken outside of or in excess of the ordinary hours per week or day including Saturdays (up to a maximum of 6 Saturdays in any year) up to 12 noon shall be paid at ordinary time to a maximum of 25 hours each year.
- 14.3 Any training in excess of the accumulated hours will be paid at the relevant rates to attend any training courses nominated by Readymix.
- 14.4 No party shall object or refuse to undertake relevant training.
- 14.5 In the event of a driver being appointed by Readymix to train other drivers, such driver shall be paid the relevant leading hand allowance whilst training other drivers.

15. Driver Checklist and Maintenance

- 15.1 Drivers are required to complete daily and weekly checklists (All fuel, oil, tyre and vehicle performance monitoring surveys completed accurately and timely).

- 15.2 It is the driver's responsibility to report all repair & maintenance problems to their manager or supervisor and record such requirements for the vehicle under their control on their daily log sheet.
- 15.3 It is the driver's responsibility to plan any workshop requirements for the vehicle under their control with their manager or supervisor.
- 15.4 It shall be a condition of this agreement that all employees shall keep their trucks in a presentable and well maintained manner.

16. Multi-Skilling

The drivers in this Agreement and Readymix are committed to Multi-Skilling.

- 16.1 To ensure continuity of customer service and following consultation and agreement which agreement shall not be unreasonably withheld staff or other employees may deliver concrete, provided that work is within their skill and competence.
- 16.2 During normal time hours drivers may be required to carry out duties relating to the overall supply of concrete, provided duties are within their skill and competence. Examples of such duties may include: Testing, call centre relief, cleaning of yards, general clean up of drivers rooms, preventative maintenance of trucks, preventative maintenance on plant and equipment, concrete spillage cleanup, administrative duties, operation of front end loader, washout system maintenance, etc. Where these duties conflict with driving duties or are required on overtime, they must first be approved by the drivers Production or Area Manager. The provisions of this clause will not be overused by the Company.
- 16.3 A driver may be given the opportunity to obtain skills to develop a more flexible work force, where Readymix consider the driver capable of performing other duties.

17. Data Collection

The parties agree to generate meaningful information by collection of necessary data to understand, monitor and display progressive improvements in the above issues.

18. Location

- 18.1 Drivers may be required, at the discretion of Readymix, to start at various plants as the need arises to meet fleet utilisation requirements and/or to meet the needs of customers.
- 18.2 Should a permanent Readymix employee start at a different plant to that which he/she normally starts at, then such permanent Readymix employee shall be paid the relevant award, for the net increased kilometres, if any, from his/her home to the new starting point, above the kilometres to the original starting plant, subject to sub-clause (4) of this clause.
- 18.3 Where a permanent employee is given 7 days notice of a change in starting plant location sub-clause (3) of this clause does not apply.
- 18.4 A casual employees / temporary / contract hire drivers will start at whichever location directed by Readymix with no additional payment.

19. Cartage Records & Adjustments

- 19.1 Drivers are required to assist in the completion of any cartage adjustment required for the vehicle they have under their control or previous control.
- 19.2 Drivers are required to complete a log sheet detailing all loads, and detail all travel, hold ups etc daily.

20. Uniforms

An agreed level of uniform clothing will be supplied by the Company to be replaced on a

"fair wear and tear" basis. The company may issue uniforms to casual drivers and, if so, a form of "bond" may be required.

21. Disputes Procedure

The procedures set out in the Parent Award which deals with prevention and settlement of industrial disputes shall be applied in the event of a dispute arising from the operation of this agreement, including the Appendix.

22. Wage Adjustments

- 22.1 The wage rates to apply under this agreement specifically incorporate the Slump Allowance prescribed under the parent award.
- 22.2 The commencing wage rate to apply under this agreement (and which is detailed in Schedule B: Monetary Rates) represents a 3.5% increase on the previous rate.
- 22.3 As stated in Clause 5.3 the wage rates to apply under this agreement will be operative from the first pay period to commence on or after 1 May 2005.
- 22.4 The wage rates to apply under this Agreement will be increased by a further 4% from 2 May 2006 and a second increase of 4% from 1 May 2007.

23. Accident Classification Program

- 23.1 The Readymix Corporate Policy relating to Accident Classification is set out in the Appendix to this agreement.
- 23.2 During the life of this agreement only, permanent Readymix employees will be entitled to bonus payments, as set out below, on an individual basis.
 - 23.2.1 Any permanent Readymix employee who has no "B", "C" or "D" classification accidents between the operative date of this agreement and 15 December 2005 will be paid a bonus of \$500.00 (gross) in the last pay period before 25 December 2005.
 - 23.2.2 Any permanent Readymix employee who has no "B", "C" or "D" classification accidents between the December 2005 and 15 December 2006 will be paid a bonus of \$500.00 (gross) in the last pay period before 25 December 2006.
 - 23.2.3 The same bonus will apply on the same criteria for the calendar year of 2007.
 - 23.2.4 Payments under this clause shall only be payable to permanent employees who have been employed on a permanent basis between the specified dates.

24. Leave Reserved

- 24.1 During the life of this Agreement Readymix may decide to introduce a productivity based incentive scheme.
- 24.2 Any development will be done in consultation with employees covered by this agreement.

25. Time Keeping and Salary Sacrifice

- 25.1 In order to maintain timekeeping and payroll accuracy the parties agree to the use of electronic time keeping devices.
- 25.2 For the purposes of superannuation contributions the company agrees to facilitate salary sacrifice for employees covered by this agreement.

APPENDIX

POLICY ACCIDENT CLASSIFICATION PROGRAM

I. PURPOSE

To classify accidents according to preventability and degree of operator error.

II. SCOPE

This policy applies to all Readymix permanent employees.

III. POLICY

- A. All accidents must be classified according to preventability and degree of operator error as follows:

"A" Classification - NO Error

"B" Classification - CONTRIBUTORY Error

"C" Classification - CAUSAL Error

"D" Classification - EXTREME Error

- B. Each accident carries the following number of points:

"A" Classification - ZERO Points

"B" Classification - 1 Point

"C" Classification - 1 & 1/3 Points

"D" Classification - 2 Points

- C. Definition of accident classifications and work-off periods as follows:

"A" Classification: Plainly no error on the part of the operator. No disciplinary action is warranted, nor will the operator lose any safety award privileges.

"B" Classification: Contributory evidence that our operator contributed to this accident. Twelve months of continuous driving without a chargeable accident, removes a "B" type accident.

"C" Classification: Causal error. Our operator did something or failed to take some safety precaution, which a normal, prudent person would not do. Twelve months of continuous driving without a chargeable accident, removes a "C" type accident.

"D" Classification: Extreme error. Our operator did something or failed to take some safety precaution, which a normal, prudent person would not do. Eighteen months of continuous driving without a chargeable accident, removes a "D" type accident.

"B", "C" and "D" type accidents all count against an employee's safe driving award record.

IV. PROCEDURE

- A. When an employee accumulates as many as four points, he will not be allowed to operate a company vehicle without the approval of Human Resources (or designee) for Readymix and the Risk/Safety Manager.

On behalf of the TRANSPORT WORKERS)
UNION OF NEW SOUTH WALES)

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Witness

Date: