

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/280

**TITLE: Concrite Sydney Concrete Truck Drivers 2005-2007
Enterprise Agreement**

I.R.C. NO: IRC5/2792

DATE APPROVED/COMMENCEMENT: 7 June 2005 / 1 January 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/176.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Concrite Pty Limited, located at Eton Street, Sutherland, NSW 2232, employed at any of the Company's Sydney metropolitan concrete plants, who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award.

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

CONCRITE SYDNEY CONCRETE TRUCK DRIVERS 2005-2007 ENTERPRISE AGREEMENT

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A. INTRODUCTION

1. The parties to this Agreement are Concríte Pty Limited ("the Company") and the Transport Workers' Union of New South Wales ("the Union"). This Agreement shall apply to persons employed by the Company who are engaged under the terms of the Transport Industry - Mixed Enterprise Interim (State) Award ("the Award") at any one of the Company's metropolitan concrete plants ("the Employees").
2. This Agreement is made without duress.
3. The nominal term of this Agreement shall commence on 1 January 2005 and expire on 31 December 2007. Thereafter, the Agreement will continue to apply in accordance with the Industrial Relations Act 1996. The first wage increase provided under this Agreement shall be payable from the first full pay period to commence on or after the signing of this Agreement by the parties. The first wage increase shall be retrospective to 1 January 2005.
4. This Agreement rescinds and replaces the Concríte Sydney Concrete Truck Drivers 2003 - 2004 Enterprise Agreement (EA 03/176) ("the Previous Agreement"). The parties to this Agreement undertake to ensure the approval of the Agreement with the Industrial Relations Commission of New South Wales as soon as possible after signing the Agreement.

B. TERMS AND CONDITIONS

1. Applicable Award Conditions

- (i) It is the intention of the parties to this Agreement that this Agreement shall displace the Award and/or any other award in its entirety, provided however, that the following provisions of the Award shall

apply, except to the extent that they are inconsistent with this Agreement. Where an inconsistency exists, this Agreement shall take precedence:

Clause No.	Subject Matter
4	Anti-Discrimination
7	Wages - Division A
17	Absences from Duty
40.1	Public Holidays
36	Sick Leave
39	Annual Leave
16	Mixed Functions
33	Unauthorised Persons Riding on Vehicles
38	Bereavement Leave
41	Jury Service

A copy of these clauses is attached as Appendix A.

- (ii) To avoid any uncertainty, all other clauses of the Award or any other award, including, but not limited to, site awards or project awards, that are or become binding on the Company shall have no application whatsoever to the Employees covered by this Agreement.

2. Terms of Employment

- (i) The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement. Employees shall perform any work associated with concrete trucks or the batch plant and equipment of which the Employee is capable. Employees will take a professional attitude at all times to ensure that the Company's operations are carried out in a highly efficient and safe manner, including compliance with the Company's Procedures Manual.
- (ii) Other individual employment contracts or other contracts for operation of concrete trucks may be entered into by the Company.
- (iii) An Employee with more than two month's service on termination of employment shall upon request be given a reference or certificate of service in writing containing at least information as to the length and nature of employment.
- (iv) Employees shall be committed to the improvement in skills, knowledge and professionalism through training and consultation, and ensure greater responsibility and accountability of Employees, particularly towards customers, safety, the environment, and quality.

3. Classification

Employees shall be classified in a grade in accordance with the classification definitions in Clause 7, Wages, of the Award.

Employees shall be classified as full-time, part-time or casual.

4. Hours of Employment

Ordinary Hours of Work

The ordinary hours of employment shall be an average of thirty-eight (38) hours per week to be worked over a cycle agreed between the Company and the Employee.

The ordinary days of work for full time Employees shall be any day Monday to Friday inclusive. The spread of hours for ordinary hours of work, unless otherwise agreed between the Company and the Employee, shall be 6.00 am to 4.00 pm and shall not exceed eight (8) hours per day.

The ordinary days of work for part time and casual Employees may be any day Monday to Friday inclusive as agreed between the Company and the Employee and the spread of hours for ordinary hours of work shall be 6.00 am to 4.00 pm Monday to Friday.

When overtime is to be worked on Saturday mornings, full-time Employees shall be given priority.

Hours in excess of an average of thirty-eight (38) hours per week will be paid at overtime rates in accordance with clause 11 of this Agreement.

Time Paid

Employees shall be paid for the time worked. Time worked shall be recorded and calculated to the nearest five minutes. Employees may be required to "clock on" from their trucks.

Rostered Days Off

Unless otherwise agreed between the Company and the Employee, full-time Employees shall accrue a right to a full rostered day off in a four week cycle by working forty (40) ordinary hours per week. Rostered days off shall be taken on days agreed between the Company and the Employee.

Rostered days off may be accumulated with no limit as to the number of days accumulated provided there is agreement between the Company and Employee.

Accumulated rostered days off may be paid out on termination, or at the request of the Employee and by agreement with the Company, provided that the Employee maintains a balance of two (2) accrued rostered days off. Such payment of accumulated rostered days off shall be at the ordinary time rate. Payment for rostered days off cancels the corresponding right to take the rostered days off.

Commencement Time

Commencement times for ordinary hours of work, unless otherwise agreed between the Company and the Employee, shall be between 6.00 am and 7.30 am. Actual commencement times shall be varied by the Company, by notice the day before, to suit day to day production requirements. Employees shall be contactable by telephone for notice about commencement time.

5. Wages

- (i) The wage rates in this Agreement are total wage rates of pay, inclusive of the basic wage for adults.
- (ii) The wage rate for full-time Employees shall be:

Classification Grade	Wage Rate \$ per week
Transport Worker Grade Three	640.20
Transport Worker Grade Four	650.90
Transport Worker Grade Five	677.42

- (iii) The hourly wage rate for ordinary hours of work for part-time Employees shall be the appropriate wage rate per week for full-time Employees, divided by 38.

- (iv) The hourly wage rate for ordinary hours of work for casual Employees shall be:

Classification Grade	Wage Rate \$ per hour
Transport Worker Grade Three	19.88
Transport Worker Grade Four	20.21
Transport Worker Grade Five	21.10

- (v) The wage rates set out in (ii) and (iv) above shall be effective from 1st January 2005. These rates reflect a three (3.0%) percent increase based on the applicable rates as set out in the Previous Agreement.
- (vi) The wage rates set out in (ii) and (iv) shall be increased by the greater of, either (a) or (b) in year two (2) of the agreement, and similarly by the greater of, either (c) or (d) in year three (3) of the agreement.

Effective 1st January 2006

- (a) Three (3.0%) percent, OR
- (b) A percentage equal to the increase in the consumer price index (CPI, All Groups, Sydney, Index Numbers(a)) as calculated by the Australian Bureau of Statistics (and published as catalogue 6401.0) for the period 1st October 2004 to 30th September 2005.

AND

Effective 1st January 2007

- (c) Three (3.0%) percent, OR
- (d) A percentage equal to the increase in the consumer price index (CPI, All Groups, Sydney, Index Numbers(a)) as calculated by the Australian Bureau of Statistics (and published as catalogue 6401.0) for the period 1st October 2005 to 30th September 2006.
- (vii) It is agreed by the parties that up to the nominal expiry date of this Agreement:
- (a) that the Employees will not pursue any extra claims, whether award or over-award. However, wage rates payable under this Agreement shall be increased if necessary so that the Employees do not receive a lower hourly rate for ordinary hours than they would receive under the Transport Industry Mixed Enterprises Wages (State) Award.
- (b) the Employees will not seek any changes to conditions of employment;
- (c) this Agreement will cover all matters or claims regarding the employment of the Employees, which could otherwise be the subject of protected action pursuant to s.170ML of the *Workplace Relations Act 1996*; and
- (d) neither the Employees, nor any party to the Agreement, will engage in protected action pursuant to s.170ML of the *Workplace Relations Act 1996*, in relation to the performance of any work covered by this Agreement.
- (e) clauses 5(vii) (a), (b), (c), (d) also relate to matters not dealt with during negotiations leading to the agreement, and/or matters conceded during negotiations and therefore not contained within the agreement.

6. Allowance

An additional allowance in recognition of skill shall be paid. The allowance shall be at the rate of per week of \$17.48. The allowance is not paid on overtime hours. This allowance shall only be payable to an Employee who has had at least three (3) month's service with the Company, provided that at the Company's discretion it may be payable after one (1) month's service to Employees who have had extensive prior experience in the operation of concrete trucks.

7. Meal Allowance

An Employee who is required to work overtime on any weekday for a period of two hours or more after the end of ordinary hours of work shall, unless notified the previous day or earlier that such overtime is expected to be worked, be paid a meal allowance of \$9.35. Where so notified that overtime is expected to be worked and such overtime is not worked, the Employee shall be paid the meal allowance.

8. Bonus Payments

Employees will be eligible for a number of bonuses which will be paid through the normal payroll process and be subject to PAYE tax.

- (i) Clauses (8.(a), (b), (c)) shall together entitle an Employee to a maximum annual bonus of one percent (1.0%) of the Employee's annual gross earnings (excluding allowances, leave loading, and superannuation). The bonus payment will be calculated quarterly on an Employee's gross earnings for the particular quarter (excluding allowances, leave loading, and superannuation). Payment of the bonus is subject to the Employee achieving each relevant Key Performance Indicator (KPI) detailed in this clause. Full-time, part-time, and casual Employees will be eligible for the bonus payments.

This system will work as follows:

KPI's will be measured each three (3) months. For every KPI met at the three (3) month period, the applicable bonus will be paid.

KPI's will be measured on a Sydney Metropolitan fleet basis for bonus clauses (a) and (b), and on a Plant basis for bonus clause (c).

Details of the KPI's are as follows:

- (a) A reduction in the number of reportable injuries (RI's) with respect to the 2004 calendar year figures. There were four (4) RI's in the 2004 calendar year.

a reduction in RI's by one (1) injury in year one, i.e. three (3) RI's for the year. This equates to a cumulative average quarterly figure of three quarters of one (0.75).

in years two and three the applicable bonus will be paid by maintaining the RI's target of three (3) per year as above. Likewise with the cumulative average quarterly figure of three quarters of one (0.75).

The aim of this KPI shall be to increase the awareness of each individual with respect to their responsibility for their own safe well being as well as those around them.

Achievement of this target shall result in a one half of one percent 0.50% bonus payment.

- (b) A reduction in annual truck/mixer incidents that result in damage to the truck/mixer and/or damage caused to other vehicles and/or property with respect to the 2004 calendar year figures. There were forty-four (44) incidents in the 2004 calendar year.

a reduction by nine (9) incidents in year one, i.e. thirty-five (35) incidents for the year. This equates to a cumulative average quarterly figure of eight and three quarters (8.75).

a further reduction by seven (7) incidents in year two i.e. twenty-eight (28) incidents for the year. This equates to a cumulative average quarterly figure of seven (7.0).

a further reduction by five (5) incidents in year three i.e. twenty-three (23) incidents for the year. This equates to a cumulative average quarterly figure of five and three quarters (5.75).

Achievement of this target shall result in a 0.25% bonus payment.

- (c) A real decrease in the total fuel consumption for all trucks based at each plant. The targets shall be as shown below and calculated on a quarterly average basis:

PLANT	Target Year 1 km per litre	Target Year 2 km per litre	Target Year 3 km per litre
City	1.094	1.094	1.094
Auburn	1.433	1.433	1.433
Liverpool	1.451	1.451	1.451
Campbelltown	1.520	1.520	1.520
Kirrawee	1.434	1.434	1.434
Menai	1.372	1.372	1.372
Blacktown	1.486*	1.486*	1.486*

* To be reviewed after year one.

This target can be achieved by addressing areas such as reducing unproductive periods of truck idling e.g. idling while waiting for a load, or waiting to be rostered off for the day. Other areas of improvement can be to reduce harsh acceleration and appropriate selection of gears such as while cornering etc.

Achievement of this target shall result in a 0.25% bonus payment.

- (ii) Full-time Employees will be eligible for an "Unplanned Leave" incentive bonus. All absenteeism days other than for annual leave, long service leave, and RDO's will be classified as unplanned leave. The following amounts will be available each January following the completion of the previous calendar year of the agreement.

Number of "unplanned leave" days in calendar year taken	Annual Bonus
Zero	\$600
One	\$500
Two	\$400
Three	\$300
Four	\$200
Five or more	Nil bonus

- (iii) All Employees shall be eligible for an incentive bonus related to reducing the agitator dedagging costs on a plant by plant basis. Bonuses shall be shared between all Employee drivers based at each plant will be available each January following the completion of the previous calendar year of the agreement.

Full-time Employees shall be entitled to one (1) whole share of an applicable bonus. Part-time and casual Employees shall receive a part share which shall be calculated on a pro-rata basis with respect to the average number of normal hours worked each week over a calendar year with respect to a full-time Employee.

Plant bonus payments shall be applicable if the average costs per truck dedagged is less than the targets shown in the table below. If a saving is made, then half of the saving shall be divided among the drivers as described above eg 17 trucks dedagged in year 1 at Auburn totalling \$9,350 would be an average cost

of \$550 per truck dedagging, therefore a saving of \$1700. Half this saving (\$850) would be divided among the Auburn drivers.

Plant	Avg. Cost per Truck Dedagging	Avg. Cost per Truck Dedagging	Avg. Cost per Truck Dedagging
	Year 1	Year 2	Year 3
City	\$650	\$550	\$450
Auburn	\$650	\$550	\$450
Liverpool	\$650	\$550	\$450
Campbelltown	\$650	\$550	\$450
Kirrawee	\$650	\$550	\$450
Menai	\$650	\$550	\$450
Blacktown	\$650	\$550	\$450

This target can be achieved by addressing areas such as ensuring agitator barrels are washed out at appropriate times of the day and ensuring barrels are washed out effectively.

9. Casual Employees

- (i) Casual Employee shall mean an Employee engaged from day to day.
- (ii) A casual Employee shall be paid a minimum of four hours for each start.
- (iii) The span of ordinary hours of work for a casual Employee shall be in accordance with Clause 4 of this Agreement.
- (iv) The ordinary hours of work shall not exceed ten (10) hours per day. Hours worked in excess of ten (10) hours per day and/or thirty eight (38) hours per week shall be paid at overtime rates in accordance with Clause 11 of this Agreement.
- (v) The wage rate for casual Employees is inclusive of annual leave, sick leave, bereavement leave and payment for public holidays.

10. Part-Time Employees

- (i) Part-time Employee shall mean an Employee engaged by the week to work a lesser number of hours than a full-time Employee, but does not include casual Employees.
- (ii) The weekly hours shall be set upon engagement by the Company and may be changed by the Company.
- (iii) Part-time Employees shall be engaged for a minimum of twenty (20) hours per week.
- (iv) Irrespective of hours worked a part-time Employee shall be paid a minimum of four hours for each start.
- (v) The ordinary hours of work shall not exceed ten (10) hours per day.
- (vi) Hours worked in excess of set weekly hours, but less than thirty-eight (38) hours, shall be paid at the hourly wage rate for ordinary hours of work plus ten (10) per centum of that rate.
- (vii) Other provisions of this Agreement, where applicable, shall apply to part-time Employees in the same ratio as ordinary hours of work are to thirty-eight (38) hours per week, except the provisions for rostered days off.
- (viii) Job sharing arrangements may be entered into with part-time Employees.

11. Overtime

- (i) Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid to all Employees as follows:
 - (a) For all time worked in addition to the ordinary hours of employment.
 - (b) For the purpose of the computation of overtime each day shall stand alone.
- (ii) The hourly rate of pay for purposes of calculation of overtime for all Employees shall be the wage rate per week for full-time Employees, divided by 38.
- (iii) Reasonable overtime shall be worked by Employees when required by the Company.
- (v) An Employee required to work on Sunday shall be paid at double time with a minimum payment of four hours.

12. Meals and Crib Breaks

- (i) Whenever it suits concrete production requirements there shall be an unpaid lunch break of thirty (30) minutes between the hours of 11.00 am and 2.00 pm.
- (ii) The lunch break when taken shall be taken between loads to suit production requirements advised by the Company.
- (iii) When required by the Company to work without taking an unpaid lunch break the Employee shall be paid for the actual hours worked and shall record "N/L" (No Lunch) on the time sheet.
- (iv) Where an Employee has driven and worked continuously for a period of five (5) hours from the completion of their lunch break, a paid crib break of twenty (20) minutes shall be allowed.
- (v) If no lunch break has been taken a paid crib break of twenty (20) minutes shall be allowed 10 hours after each days starting time.
- (vi) In the case of clauses 12 (iv) and 12 (v) the paid crib break will not apply if the Employee has had a 20 minute break throughout the day where they have been away from their truck eg waiting for work, but not including time spent waiting to unload onsite.
- (vii) Clauses 12 (iv) and 12 (v) are not applicable in conjunction with one another i.e. clause (iv) is specifically for a scenario when a lunch break is taken, and clause (v) is specifically for when no lunch break is taken.
- (vii) When required by the Company to work without taking a paid crib break the Employee shall record "C/B" (crib break) on their time sheet and will be paid an additional twenty (20) minutes. The Employee must record their actual finishing time on the timesheet.

13. Payment of Wages

- (i) Wages shall be paid weekly.
- (ii) Payment of wages shall normally be by electronic funds transfer and shall be available to the Employee by the second day after the end of the pay period. Alternative arrangements for payment by cheque may be made.
- (iii) Payment will normally be by direct payment into a bank account, building society or credit union account nominated by the Employee.
- (vi) Unless otherwise agreed, payment for annual leave will be paid in advance, except for the pay week which is only part annual leave where an Employee has returned to work before the end of the pay week.

14. Sick Leave

- (I) an Employee 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.
- (ii) An Employee will make every effort to inform management, prior to his/her starting time, of his/her inability to attend for duty to enable alternate arrangements to be made to avoid interruption to deliveries. An Employee may be subject to disciplinary action if a genuine effort has not been made to contact management prior to their intended start time.

15. Medical Examinations

- (i) The Company will require prospective Employees to undertake a medical examination by a qualified and practising medical practitioner (of the Company's choice) prior to the Company offering employment.
- (ii) Current Employees will be required to undertake medical examinations by a qualified and practising medical practitioner at the Company's request from time to time.
- (iii) The results of such examinations will be made available to the Company by the Employee.
- (iv) Persons considered unfit for work within their classification may be reclassified to other duties, provided alternative duties are available or terminated or retired.
- (v) The results of all medical examinations made available to the Company are to be treated with strict confidence by the Company.
- (vi) The Company agrees to reimburse each Employee the difference between the rate charged by a practising qualified medical practitioner and the scheduled fee.
- (vii) Where the Company nominates the medical practitioner the examinations shall be at the Company's expense.

16. Termination of Employment

Notice of Termination by Employer

- (i) The following periods of notice shall be given on termination of employment:
 - (a) Full-time and part-time Employees will be given the following period of notice of termination of employment, or compensation instead of notice:

Employees period of continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the Employee is over 45 years old and has completed at least two years continuous service with the employer.

Employees employed for a fixed term, or Employees employed for the duration of a specific contract or task shall be given a minimum of one day's notice of termination of employment.

- (b) No period of notice shall be given to Employees terminated for serious misconduct.
- (ii) Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

Notice of Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be identical to that required to be given by the employer, except that there shall not be any additional notice required based on the age of the Employee concerned.
- (b) Should an Employee fail to give the requisite notice to the employer, the Company may deduct payment for the corresponding period of notice.

Redundancy Due to Lack of Contracts

It is acknowledged that there is an ordinary and customary turnover of labour due to the contract nature of the Company's business. The parties to this Agreement acknowledge that the rates of pay set out in clause 5 and the bonus payments paid in accordance with clause 8 of this Agreement compensate Employees for any entitlement to redundancy pay or severance payment in the event that employment is terminated due to lack of contract work. The provisions of the Employment Protection Act 1982 shall apply.

Probation Period

A probation period of six (6) months will apply to newly employed Employees.

Last On First Off Practice

The "last on first off" practice will not be applicable.

17. Recall

An Employee recalled to work within two hours of finishing shall be paid for the additional time worked, plus thirty (30) minutes but must receive a minimum of two (2) hours pay.

18. Public Holidays

- (i) The provisions of clause 23(i) of the Award shall apply.
- (ii) In addition, Employees shall receive one additional day each year as a holiday to be observed on Easter Saturday. A full-time Employee not rostered to work on Easter Saturday will be paid an additional day's pay or may agree to take a substitute day on a day mutually agreed.

19. Long Service Leave

- (i) The *Long Service Leave Act* 1955 shall apply.
- (ii) While an Employee takes long service leave the Employee's entitlement to accrued rostered days off shall cease.

20. Personal Protective Equipment

- (i) The Company will establish and update Safety Standards in accordance with the requirements of the Occupational Health and Safety Act 2000 and the Regulation 2001.
- (ii) The employer shall provide Employees with appropriate personal protective equipment (PPE) which includes distinctive uniforms, safety footwear, and various other PPE. The wearing of employer supplied PPE shall be mandatory where deemed necessary by the employer.
- (iii) Employees shall maintain and keep secure PPE supplied by the employer at all times.
- (vi) Employees shall be entitled to uniform replacement on a fair wear and tear basis with replacement being carried once a year.
- (v) Employees will provide and wear an accurate watch.

- (vi) Employees shall wear clothing which is tidy and neat in appearance.

21. Shift Work and Flexi Time

- (i) Shift work shall mean a shift commencing outside the hours of 6.00 am to 12.00 noon Monday to Saturday and where the time worked is in lieu of work at ordinary time.
- (ii) Full-time and part-time Employees working occasional shift work shall be paid at the rate of time and a half, except that Sunday and Public Holidays shall be at the rate of double time.
- (iii) Casual Employees working occasional shift work shall be paid per hour at the wage rate for casual Employees, plus one half of the wage rate for full-time Employees, except that Sunday and Public Holidays shall be at the rate of double the rate for full time Employees.
- (iv) Long term shift work shall be paid at hourly rates agreed between the Company and the Employee provided that rates shall be at least that paid to day workers.
- (v) Where due to necessary rest breaks an Employee works a short day before or after a shift, the Employee shall be paid only for the hours worked.
- (vi) Irrespective of hours worked in a shift, an Employee shall be paid a minimum of four hours work for each start.
- (vii) The administrative procedures in relation to shift work and flexi time are detailed in Appendix B of this agreement.

22. Safety and Alcohol

Consumption of alcohol before work, during or before the end of a day's work is prohibited. Consumption on the Company's premises shall be in accordance with the Company's policies.

23. Superannuation

The employer shall nominate and make contributions to a complying superannuation fund in accordance with the Superannuation Guarantee charge legislation which currently provides a rate of nine percent (9%) for all full time and part time Employees and for casual Employees when they earn more than \$450.00 in a calendar month.

The Company gives an undertaking that it will assess opportunities to provide a salary sacrifice superannuation contribution scheme to all of its Employees in the future. If such a scheme is introduced, then Employees covered by this enterprise agreement will be given the opportunity to participate in the scheme.

24. Disputes and Grievances

Individual Employee Grievances

An individual Employee grievance must initially be dealt with as close to its source as possible.

The Employee having a grievance is to notify the immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place.

If the grievance cannot be resolved at this level within reasonable time the supervisor shall refer the grievance to more senior management for resolution. Senior management shall meet with the Employee and genuinely attempt to resolve the grievance.

At the conclusion of these discussions the employer shall provide the Employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.

If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance may be referred to the Industrial Relations Commission of New South Wales.
Reasonable time shall be allowed for each part of the procedure.

At all times whilst a grievance is being resolved normal work will continue.

The Company acknowledges that an Employee may be represented by the Transport Workers Union of Australia, New South Wales Branch, in relation to any grievance dispute.

Questions, disputes or difficulties shall be dealt with in accordance with the *Industrial Relations Act 1996*.

DECLARATION

The Company, the Union and the named Employees declare by their signatures below that this Agreement has been entered into freely and without duress or undue influence.

SIGNED for and on behalf of
CONCRITE PTY LTD

In the presence of:

(name)

(name)

(signature)

(signature)

Date: _____

Date: _____

City Plant Employee Union Delegate

In the presence of:

(name)

(name)

(signature)

(signature)

Date: _____

Date: _____

Auburn Plant Employee Union Delegate

In the presence of:

(name)

(name)

(signature)

(signature)

Date: _____

Date: _____

City Plant Employee Union Delegate

(name)

(signature)

Date: _____

In the presence of:

(name)

(signature)

Date: _____

Liverpool Plant Employee Union Delegate

(name)

(signature)

Date: _____

In the presence of:

(name)

(signature)

Date: _____

Campbelltown Plant
Employee Union Delegate

(name)

(signature)

Date: _____

In the presence of:

(name)

(signature)

Date: _____

Kirrawee Plant Union Delegate

(name)

(signature)

Date: _____

In the presence of:

(name)

(signature)

Date: _____

SIGNED for and on behalf of
TRANSPORT WORKERS UNION
(NSW) BRANCH

In the presence of:

(name)

(name)

(signature)

(signature)

Date: _____

Date: _____

APPENDIX B - SHIFT WORK AND FLEXI TIME ADMINISTRATIVE PROCEDURES

Agreement on Shift Arrangements

Shift work arrangements must be clearly agreed in advance each time a driver works an occasional shift. It must be agreed that it is shift work, as distinct from overtime work.

Timesheets

The word Shift should be written on the timesheet against the shift work hours record. Otherwise the hours worked will be paid using the normal overtime provisions.

Unless advised otherwise on the timesheet, the hours paid for a shift before normal overtime rates are applicable will be:

- (a) Full time and part time Employees: The hours actually worked, or 8 hours whichever is lesser. A four hour minimum applies.
- (b) Casual Employees: The hours actually worked or 10 hours, whichever is lesser. A four hour minimum applies.

If work continues beyond these 8 hour and 10 hour maximum shift times, overtime rates will be paid on the additional time.

Shift Hours in Lieu of Ordinary Hours (when agreed by driver and management)

Shift work hours (but not including overtime hours) are hours worked in lieu of ordinary hours. Because hours in excess of an average of 38 hours per week (40 hours for full time Employees because of RDO's) are paid at overtime rates it must be agreed with the Employee how the work at ordinary hours will be taken off in lieu of shift work hours.

In the case of casual Employees, the ordinary hours should be worked so that the total of ordinary hours plus shift hours does not exceed 38 hours in each pay week. If it does exceed 38 hours the Employees will be paid at overtime rates for the hours in excess of 38.

In the case of full time Employees the ordinary hours should, whenever practical, be worked so that the total of ordinary hours plus shift hours (plus any RDO time at 8 hours/day) does not exceed 40 hours in the particular pay week.

Ordinary Hours In Excess Of 38 Hours

The Enterprise Agreements are based on an average of 38 hours of work paid at the ordinary rates of pay. Whenever it is agreed with an Employee to work more than 40 hours for full time Employees (RDO's apply) or 38 hours for casual Employees at ordinary rates of pay in a particular pay week, this needs to be clearly indicated on the timesheet. The words Flexi-Time accrued should be written on the timesheet and will be recorded automatically at the Administration Office. Flexi-Time accrued should be taken off as soon as practical, preferably within the next two pay periods.

Accrual of Ordinary Hours to be Taken Off - Flexi Time (when agreed by driver and management)

When a full time Employee works so that the total of shift hours and ordinary hours in a pay week exceeds 40 (less any RDO's) then there is an accrual of hours which must be taken off in a later pay week. The time accrued will be called "flexi time" in our pay system.

These accrued hours should be taken off as soon as practical, preferably within the next two pay periods.

In a pay week when ordinary hours accrue, the full time Employee is paid for 40 hours (less any RDO's). Any shift work will be paid at shift rates. The accrued ordinary hours are paid in the pay week when the accrued hours are taken off in lieu of ordinary hours.

When accrued hours are taken the timesheet should be marked "flexi time" and these hours will be paid at ordinary hours rate.

Accrued ordinary hours will be reported on pay slips as "flexi time accum". When taken it will be reported as "flexi time taken".

Ordinary Hours of Work on the Same Day

Ordinary hours of work before or after a shift do not attract overtime rates because a shift is worked on the same day. There should normally be a break between a shift and ordinary hours of work before or after a shift.