

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/158

TITLE: Pioneer Sydney Concrete Drivers Enterprise Agreement 2001

I.R.C. NO: 2002/1284

DATE APPROVED/COMMENCEMENT: 28 March 2002/1 May 2001

TERM: 1 May 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees in the Sydney metropolitan area classified as Maxi Truck Driver, Trainee Driver and Mobile Unit

PARTIES: Pioneer Construction Materials Pty Ltd -&- the Transport Workers' Union of Australia, New South Wales Branch

FILED

- 7 MAR 2002

OFFICE OF THE INDUSTRIAL
REGISTRAR

THIS ENTERPRISE AGREEMENT is made pursuant to Chapter 2 Part 2 of the Industrial Relations Act 1996 (NSW).

THE PARTIES

PIONEER 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 "Pioneer Sydney Concrete Drivers Enterprise Agreement 2001".

2. STATUS OF AGREEMENT

- 2.1 The parties agree to enter into this Enterprise Agreement which shall have a duration of three (3) years commencing 1 May 2001 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 six (6) 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 sites to which deliveries are carried out.
- 2.4 Pioneer 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 interchangeability of drivers with other functions within the Sydney Concrete business.
- 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 Pioneer 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 Pioneer'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.



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 6.00am and 6.00pm on any one day Monday to Friday with individual employees having staggered start times as required.
- 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. This number and time may change at any time and should this be the case notification will be given in writing.
- 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.

6. MEAL BREAKS

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

7. PAYMENT OF WAGES

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

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8. MULTI-SKILLING

- 8.1 To ensure continuity of customer service, following consultation staff or other employees may deliver concrete, provided that work is within the skill and competency of the employee.
- 8.2 Drivers may be required to carry out any duties relating to the overall supply of ready-mixed concrete, including but not limited to, testing, cleaning of yards and drivers rooms, maintenance, concrete spillage clean up, and administration paperwork, provided that those duties are within their skill, competence and training and do not promote de-skilling.
- 8.3 The rates of pay described in this agreement cover all activities, and the 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 and B 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.
- 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 may 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.
- 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.
- 9.4 The TWU Picnic Day may 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.
- 9.5 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.

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 The existing management policy with respect to sick leave certificate will remain unchanged.
- 12.3 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.

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 hours 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.



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 three (3) months at any one term.
- 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.

16. RELIEF STAFF AND STAFF TRANSFERS

- 16.1 At commencement of employment each Employee will be directed to work in a designated zone of concrete plants operated by the Employer (hereinafter referred to as "the designated area"). This designated area will be agreed to with each individual employee and will be placed on his 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. Provided further that the transfer 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.

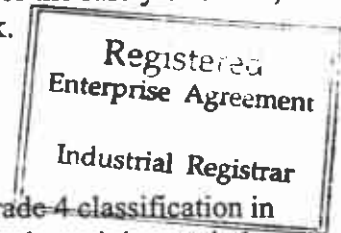
17. DISPUTES RESOLUTION PROCEDURE

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 Pioneer 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, he must advise Company Management before ceasing work.

18. RATES OF PAY

- 18.1 Trainee Drivers 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 Maxi Truck Driver employees will receive an increase of 3% to the base weekly rate. Thereafter there shall be increases as follows: -
- 1 May 2002 – 3%
 - 1 May 2003 – 3%

- 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.

- 18.4 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 Agitator Allowance as prescribed by the award. The allowance will increase in line with the award.
- 18.6 Employees will be entitled to a maximum annual bonus of one percent (1%) of their gross ordinary earnings payable in May of each calendar year during the life of this Agreement provided each of the Key Performance Indicators (KPI's) listed in Appendix C are met for the previous year. This system will work as follows: -
- (i) Each KPI is worth a bonus of 0.33% of gross ordinary earnings;
 - (ii) KPI's will be measured and (when achieved) increases will be on a company fleet basis.
 - (iii) If only 1 KPI is met then employees will receive 0% bonus.
 - (iv) If only 2 KPI's are met then employees will receive a bonus of 0.5%.
 - (v) If all 3 KPI's are met then employees will receive the full bonus of 1%.

Details of the KPI's are contained in Appendix C to this Agreement.

18.7 An additional allowance of 2% of the base wage in Clause 18 of this Agreement will be paid where the employee is deemed proficient and able to perform any FOUR of the following skills: -

- Batch concrete (internally accredited).
- Be internally accredited as a concrete field tester
- Have a current First Aid Certificate
- Have a current Front End Loader licence
- Be appointed to the Sydney Concrete Safety Committee

The company will facilitate programmed training having regard to the needs of the business on a day-to-day basis.

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 Agitator Allowance which will be paid).

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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 with the Employer and or be deemed suitable as a DRIVER TRAINER by the Employer.

The company and the employees will form an appointed Driver Training Committee, which will formulate training initiatives and programs.

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.

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.

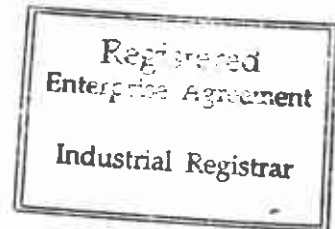
22. DECLARATION

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
**PIONEER CONSTRUCTION
MATERIALS PTY LTD SYDNEY
CONCRETE**


in the presence of:







Signed for and on behalf of the
**TRANSPORT WORKERS UNION
OF AUSTRALIA (NSW) BRANCH**
in the presence of:





APPENDIX A

MINOR AGITATOR MAINTENANCE – HYDRAULIC

DUTIES TO BE CARRIED OUT BY DRIVERS

1. Check

- All oil levels.
- Hose condition.
- Drive shaft universals great – external
- All mounting bolts.

2. 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.

3. 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.

4. 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. Check

- Oil
- Water
- Fuel
- Tyres
- Batteries
- Water condition

2. Report

- Malfunctions
- Faults noticed whilst driving or servicing
- Prompt reporting to Management of service due dates to include:

3. Change

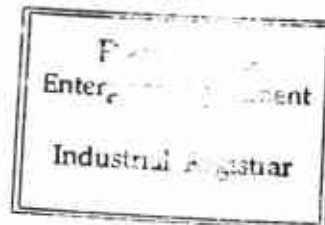
- Light globes
- Side mirrors
- Mud flaps

4. Grease

- All accessible points on truck.

5. 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

KEY PERFORMANCE INDICATORS

The KPIs to be met are:

1. Sick Days

The existing annual average as at 1st May, 2001 is **3.4 sick days per employee per annum.**

Target: A reduction to **3 sick days per employee per annum.** If this is achieved in Year One of the Agreement (or later) and maintained thereafter the KPI will be met.

Individual cases of extreme genuine long-term illness will not affect the calculation.

2. Fuel Consumption

The existing annual fuel consumption as at 1st May 2001 is **1.44km per litre.**

Target: A reduction to **1.55km per litre.** If this is achieved in Year One of the Agreement (or later) and maintained thereafter the KPI will be met.

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.

NB: Mixer must be turning when concrete is on board.

Other areas of improvement can be to reduce harsh acceleration and appropriate selection of gears such as while cornering etc.

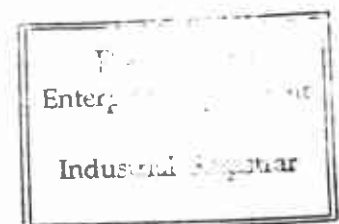
3. Accidents

The existing annual mobile unit damage costs was **\$880 per truck** as at 1st May 2001.

Target: A reduction to annual mobile unit damage costs of:

- Year 1 = **\$800 per truck** as at 1st May 2002
- Year 2 = **\$650 per truck** as at 1st May 2003
- Year 3 = **\$500 per truck** as at 1st May 2004

If the above targets are achieved then the KPI will be met.



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.

Note:

- A. If the KPIs are meet in Year One the bonus will be paid in May 2002. Thereafter if the KPIs are maintained annually and the bonus will be paid in Years Two and Three of the Agreement in May anniversary date.
- B. If two KPIs are achieved the employees will receive a minimum bonus of 0.5%.
- C. If the KPIs are not meet in Year One but are met and maintained thereafter the bonus will be in the years in which the KPIs are achieved.
- D. Quarterly updates of KPI progress will be provided to all employees.

