

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/292

TITLE: Country Concrete Drivers Enterprise Agreement 1997 (NSW)

I.R.C. NO: 98/5726

DATE APPROVED/COMMENCEMENT: 9 November 1998

TERM: 18 Months

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to drivers who are engaged pursuant to the Transport Industry Mixed Enterprises (State) Award at the company's NSW Country plants

**PARTIES:** Pioneer Concrete (NSW) Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch

**NEW SOUTH WALES**  
**INDUSTRIAL RELATIONS ACT 1996**  
**ENTERPRISE AGREEMENT**



Made in accordance with Chapter 2 / Part 2 of the Act

This Enterprise Agreement is made on the 25<sup>TH</sup> day of SEPTEMBER 1998 between:

**PIONEER CONCRETE (NSW) PTY LTD** of Level 5, 75 George Street, Parramatta in the State of New South Wales (hereinafter referred to as the Employer ) of the one part; and

**THE TRANSPORT WORKERS UNION OF AUSTRALIA, NSW BRANCH** of 388 Sussex Street Sydney in the State of New South Wales (hereinafter referred to as the Union ) for and on behalf of employees of the Employer covered by this Agreement.

NOW THE PARTIES AGREE AS FOLLOWS:

**1. TITLE**

This Agreement shall be known as " Country Concrete Drivers Enterprise Agreement 1997 (NSW)".

**2. OBJECTIVES OF AGREEMENT**

The objectives of this Enterprise Agreement are as follows:-

- 2.1 To ensure that the Country Concrete Transport team are highly responsive to customer requirements and service standards.
- 2.2 To improve flexibility of manning to allow the Country Concrete Transport fleet to achieve improved productivity, cost- effectiveness and co-operation.
- 2.3 To achieve multi-skilling to promote interchangeability of drivers with other functions within the business.
- 2.4 To promote continuous improvement in productivity and professionalism through training and consultation.



### 3. APPLICATION

- 3.1 This Agreement covers the employees of the Employer engaged in the Country Concrete Division under the classifications contained in Clause 4.
- 3.2 This Agreement will cover plants within the N.S.W. Country Area.
- 3.3 Where there is any inconsistency between this Agreement and the Transport Industry Mixed Enterprises (State) Award then this Agreement shall prevail.
- 3.4 Pioneer Concrete (NSW) Pty Ltd is an Equal Opportunity Employer and the mention of his could also refer her gender where applicable in this Agreement.

### 4. DEFINITIONS

- 4.1 For the purposes of this Agreement -
  - "Maxi Truck Driver" (Grade 4) means a person engaged by the Employer to drive a 3 axle truck with an agitator for the purpose of delivering ready mixed concrete and to carry out minor vehicle and mixer maintenance including cleaning of a mobile unit, assist plant operations. The Employee must hold no less than a 3B Grade Licence.
  - "Mini Truck Driver" (Grade 3) must have no less than a 3A Grade Licence.
  - "Trainee Driver" (Grade 3) means a person engaged by the Employer for the purpose of obtaining training to the appropriate level of a Concrete Truck Driver as defined. The qualifying period is defined in Clause 15 - Training of this Agreement.
  - "Casual Driver" means a person engaged by the Employer on a day to day basis as defined in Clause 12 Casual Employment of this Agreement.
- 4.2 For all the above classifications Employees will be required to perform any of the duties as described as part of multi-skilling as required and directed by the Employer within reason.

## 5. CORE SKILLS AND DUTIES



- 5.1 In addition to the matters referred to in Clause 4 Classification Definitions all Employees who are appropriately qualified and skilled will be required by the Employer to perform any duties within the scope of their respective qualifications and skills.

Employees covered by this Agreement will assist in conjunction with other employees and contractors with general cleanliness and clean up of:-

- \* Yard - loading and parking areas.
- \* Drivers lunch room.
- \* Environmental incidents (spillages and discharges).

- 5.2 All drivers employed under this Agreement will be required to perform the duties referred to in Appendix A and B to this Agreement.

- 5.3 To qualify as a "Maxi/Mini Truck Driver", an employee must have satisfactorily completed the Core Skills Training for the safe operation of the relevant Job Description and have an understanding of:-

- \* Pioneer Health and Safety responsibilities
- \* Quality System responsibilities
- \* Environmental responsibilities
- \* Accident Reports / Hazard Identification / Risk Management Reports
- \* Administration of Annual Leave / Sick Leave / Time Sheets
- \* Consistent delivery of Pioneer product (at required slump)
- \* Customer Service responsibilities
- \* Handling of complaints / queries

- 5.4 The Company and Employees will provide a commitment to training to ensure that existing employees acquire skills listed in 5.3.



## 6. HOURS OF WORK - FLEXIBLE STARTING TIME

- 6.1 The ordinary hours of work 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.
- 6.2 Ordinary hours of work under this Agreement may be worked between the hours of 7:00 am and 6:00 pm on any day Monday to Friday inclusive.
- 6.3 This agreement allows staggered starts at the discretion of the Company, ie there may be different starting times for different employees in the same work place.
- 6.4 Starting times may be changed at short notice where this is required for the needs of the business, ie the end of the previous days' work or at 24 hours notice where there was no work on the previous day. If a staggered start time is required start time shall be no later than 8.00am.

## 7. RATES OF PAY

- 7.1 Effective upon acceptance of this agreement an increase shall be paid so that the base rate after this increase will be \$488.52
- 7.2 Trainee Drivers shall receive a different base rate of pay as specified in Clause 7.1 of \$421.92 per week and slump allowance will not be paid during the training period.
- 7.3 Upon acceptance of this Agreement the following allowances contained in the Transport Industry (State) Award and the Transport Industry Mixed Enterprises (State) Award shall no longer be paid to employees covered by this Agreement:-
  - \* Crib Allowance (20 minutes) With the exception if work continues award provisions shall apply.
  - \* Cash Collection
  - \* Slump Allowance

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



- 7.4 The parties shall commence negotiations for a new Agreement twelve (12) months from the date of registration of this Agreement. This agreement shall recognise informal arrangements reached in November 1997 and since amended by this document.
- 7.5 Any increases flowing from any State or Federal Wage Case or 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.

## **8. ROSTERED DAYS OFF**

- 8.1 This Agreement will incorporate improved mutual flexibility for taking of RDO's at times that ensure that the Company's customer requirements are met. These flexibility's include:-
- (a) Employees may accumulate a maximum of ten (10) RDO's in any one year into an RDO "Bank". RDO's are accumulated pro-rata during the year into the Bank.
  - (b) On each anniversary of this Agreement, any balance of RDO's in the Bank will be paid out to the employee by agreement.
  - (c) If the Bank is in positive balance by greater than a whole day, then an employee may request an RDO to be taken on a day of their choice. Providing the Company can make reasonable arrangements for relief staff to meet customer service requirements the RDO will be granted, and the Bank debited accordingly.
  - (d) An employee may elect to take these days singly OR take them as a five (5) day block. Other blocks of multiple days may be agreed subject to the operational requirements of the Company.
  - (e) On wet days where production is adversely affected or during periods of minimal production the Company may request the employee before the end of the previous days work to take any accumulated RDO's in excess of five (5) in the bank. If the driver has arrived to commence work this will only attract the use of a half day RDO, which will be paid at normal time. The Company's request to take the RDO must be given within one (1) hour of start time on the particular day. A maximum of four (4) half-day RDO's may be directed to be taken in any single year of the Agreement. This is only allowable when employees have R.D.O.'s in a positive balance in their RDO bank.



## 9. SICK LEAVE

Employees shall 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 those two sick days a statutory declaration may be required having regard for previous sick leave history.

## 10. MULTISKILLING

- 10.1 The Employer shall provide training on a needs basis for the operation of the business.
- 10.2 An additional allowance of 2% of the base wage in Clause 7.2 of this Agreement will be paid where the employee is deemed proficient and will perform any FOUR of the following skills:-
- Assist in carrying out minor plant maintenance
  - Carry out minor maintenance combined with Appendix "A and B
  - Take orders, for concrete in the Central Despatch operation or at the plant
  - Despatch concrete in the Central Despatch operation or at the plant
  - Obtain NATA issued Certificate of Concrete Testing - Level 1
  - Have a current First Aid Certificate
  - Have a current Front End Loader ticket and batch concrete
  - Have the current licence and be appropriately trained and capable of performing Quarry tipper and or Tanker transport operations

When performing other duties full time on a daily or weekly relief basis the appropriate award wage will be paid.

- 10.3 Relief duties will be performed in cases of need where an urgent replacement of another employee is required. Such replacement is intended to enable the Company to ensure continuity of customer service, and will not be used as a permanent replacement of a Batchers, Tester or Central Despatch staff member. Relief duties shall be performed following the Company's consultation with other employee delegates and will not be to the detriment of permanent employee overtime.
- 10.4 By agreement wage employees of the company will be permitted to operate any plant or machinery subject to licencing, skill or competency for the purpose of training or emergencies. In addition existing flexible work practices shall be preserved.



## 11. MEAL BREAKS

- 11.1 It is agreed between the parties that meal breaks shall be taken in such a way as to allow for the continuity of operations of concrete production and distribution.
- 11.2 Employees shall take a meal break between the hours of 11.00 a.m. and 1.00 p.m. in a flexible fashion having regard to what time the employee started on the day in question and the need to maintain continuity of operations.
- 11.3 The practice of claiming a "no lunch" penalty payment will only apply where the employee is prevented from actually having the meal break as referred to in clause 11.2. Where employees have occasional brief interruptions during a break (e.g. by a telephone call) then the "no lunch" penalty payment will not apply.

## 12. PART-TIME EMPLOYMENT

- 12.1 Employees may be engaged under the classification of Maxi/Mini Truck Driver (as defined) on a permanent part-time term basis.
- 12.2 Employees engaged on a part-time basis under the terms of this Agreement shall be required to work a fixed number of ordinary hours between 7:00 am and 6:00 pm Monday to Friday each week provided that such ordinary hours shall be no less than eight (8) per day and not more than 32 hours in any week.
- 12.3 The hourly rate of pay for a Part-Time Employee under this Agreement shall be calculated by dividing the relevant weekly rate by 38.
- 12.4 Part-Time Employees under this Agreement shall receive a pro-rata entitlement as per award.

## 13. CASUAL EMPLOYMENT

- 13.1 Employees may be engaged on a casual basis for the purposes of this Agreement on a day to day basis and paid by the day or at the conclusion of their working week.
- 13.2 Casual Employees may be engaged under the Classification of Maxi/Mini Truck Driver (as defined) but no casual employee may be engaged for a continuous period in excess of three (3) months at any one term.
- 13.3 Casual Employees under this Agreement shall be paid the casual loading as per the Award.



- 13.4 The minimum period of engagement, irrespective of hours worked of a casual employee shall be four (4) hours (not detrimental of overtime hours worked by permanent employees).



#### 14. ANNUAL LEAVE

- 14.1 Employees recognise that the period from Christmas Eve until 1st February requires reduced manning and shall take leave during these periods. Should the workload dictate that reduced manning is required during this period, and insufficient employees volunteer to take annual leave, then the Company will require selected employees to take annual leave as per the Annual Holidays Act 1944.

#### 15. PROCESS IMPROVEMENT

- 15.1 Both parties shall be committed to achieving quantifiable improvements in processes of production and delivery of concrete.

- 15.2 This shall be based on three (3) areas of process improvement:-

- Batching and Slumping Process
- Company Truck Operation and Maintenance Process
- Delivery of Concrete Process

Continuing improvement in these processes will have the aims of meeting the quality expectations of customers and minimising costs of delivery for the business.

- 15.3 Continuing improvement shall be achieved in the batching and slumping process through the following:-

- Establish an improved system for communication of driver feedback to the Batchers, to enable more accurate water trim on loads, to minimise time that is spent on addition of water at the slump stand. The intention is that Drivers and Batchers work together to find the best solutions for common production problems that affect driver productivity.

- The effectiveness of this process improvement will be measured by:-

(K.P.I.)• Evidence of the communication system between Batchers and Drivers.

(K.P.I.)• Achievement of 99% correct slumps within the tolerance defined by the Australian Standard AS1379-1991.(Within the drivers control)

- 15.4 Continuing improvement shall be achieved in the Company Truck Maintenance Process through the following:-

- (K.P.I.)• Drivers to assist with dropping off trucks for after hour servicing requirements in the most cost effective way.
- (K.P.I.)• Drivers to participate in minor maintenance checks as per Appendix B and to fulfil the appropriate checklists, and be more cost effective by refuelling outside peak workloads.
- (K.P.I.)• Drivers to be actively involved in suggestions on pro-active tyre maintenance in conjunction with Transport Management and the Company's designated tyre supplier.

15.5 Continuing improvement shall be achieved in the transport process through:

- (K.P.I.)• Drivers shall act in a professional, courteous and safe manner towards other road users.
- (K.P.I.)• Participate with driver training to reduce transport accident costs.
- (K.P.I.)• Drivers shall act to obtain 100% correct delivery documentation with legible signatures for receipt of delivery, or to advise the Company where difficulties arise.



## 16. TRAINEE DRIVERS

- 16.1 An Employee engaged under the classification of Trainee Driver (Grade 3) (as defined) shall be engaged for a period of no longer than three (3) months provided that the trainee will be subject to an initial probation period of four (4) weeks.
- 16.2 It is a prerequisite of this Agreement that a Trainee Driver must be able to correctly monitor slump quality in order to complete the training and probation period before casual or permanent classification and any allowances will be considered.
- 16.3 Trainees shall be paid as per Clause 7.3 of this Agreement until proficient at the operation of (a) correctly monitoring slump (b) mixer operation, at which time they will determine either permanent or casual status.

## 17. RELIEF STAFF AND STAFF TRANSFERS

- 17.1 At commencement of employment each Employee will be directed to work at a designated zone of concrete plants operated by the Employer (hereinafter referred to as "the designated area"). This designated area will be agreed to by each individual employee prior to signing this Agreement. The designated area for the Central Coast plants shall be 20km's travel distance.

17.2 Employees may be directed by the Employer to transfer to any plant operated by the employer within the designated area. The transfer will not entitle the employee to any additional payment or allowance, provided such transfer does not preclude the employee from returning to his place of residence at night.

17.3 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 paid as per Award.

## 18. IMPROVEMENT, ENVIRONMENTAL, SAFETY TARGETS

The wage increases provided for in this Agreement are awarded in return for the commitment by the Union and the Employees on site to achieve and maintain stated business improvement, safety and environmental awareness targets. If these targets are not achieved and maintained, then the parties agree that the elected Committee will meet with Management and seek to implement ways in which it is ensured that the targets are met.

### 19. Safety Targets

All employees covered by this Agreement shall have a commitment to working safely and shall be pro-active in identifying and reducing hazards in the workplace. Furthermore all employees and the company shall undertake to work towards a target of zero work place injuries (injuries requiring first aid treatment or worse). The achieving of this target will be monitored and reported at quarterly meetings.

### 20. Environmental Targets

To target nil of the following:

- \* Prosecutions
- \* Environmental incidents
- \* Minor occurrences
- \* Public complaints

### 21. CLOTHING ISSUE

Work boots will be supplied to all permanent employees. Boots and clothing will be replaced on a fair wear and tear basis.



**22. TERM**

This Agreement shall operate from the date of registration and shall remain in force for a period of eighteen (18) months thereafter and fully absorbs any wage increases including Safety Net increases under the Award or any National or State Wage Case.

**23. DISPUTES RESOLUTION PROCEDURE**

Subject to the Industrial Arbitration Act, 1996, any dispute shall be dealt with in the following manner: -

- (a) In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
- (b) In the event of failure to resolve the dispute at job level the matter shall be the discussions between an organiser of the Union and the Transport Manager.
- (c) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
- (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.
- (e) 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.

AGITATOR  
HYDRAULIC

**CHECK DAILY:**

All oil levels  
Hose condition  
Drive shaft universals grease - external  
All mounting bolts



**MAINTAIN: AS REQUIRED**

Oil and filters - external  
Hoses (oil and water)  
Mixer water pump or water system  
Gearbox grease  
Grease rollers and chute jack if required.

**CLEANLINESS OF MIXER:**

- \* Maintain mixer appearance to a standard acceptable to Management and Unions.
- \* 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).
- \* Carry out removal of build up (de-dag) as per Pioneer Safety Standard.
- \* Report when blade and flight wear require maintenance attention.

**MINOR TRUCK AND MIXER CARE AND MAINTENANCE  
DUTIES TO BE CARRIED OUT BY DRIVERS**

**TRUCK**

**CHECK DAILY:**

Oil  
Water  
Fuel  
Tyres  
Batteries  
Water condition



**REPORT:**

Malfunctions  
Faults notices whilst driving or servicing

**CHANGE:**

Report prompting to Management of service due dates to include:  
Change oils and filters or take truck to the agent outlet  
Change tyres or take truck to the agent outlet  
Light globes  
Side mirrors  
Mud flaps

**GREASE:** All accessible points on truck and mixer, inaccessible as part of routine service carried out by a qualified person.

**CLEANLINESS OF VEHICLE - INTERNAL AND EXTERNAL**

**WASH:** Standard acceptable to management and union

**POLISH:** Materials supplied to driver by request.

**PAINT:** Minor touch up painting of hubs, rims, mixer or cab and chassis

Signed hereunder by the parties to the agreement.

Signed by THE TRANSPORT  
WORKERS' UNION OF AUSTRALIA,  
NEW SOUTH WALES BRANCH

) *Steve Hutchins*.....

BEFORE ME



) *P. C. Galvin J.P.*.....

Dated

) *25 September 1998*.....

Signed by PIONEER CONCRETE  
(NSW) PTY LIMITED

) *[Signature]*.....

BEFORE ME

) *[Signature]*.....

Dated

) *15/9/98*.....