

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/97

**TITLE: CSR Ltd Trading as CSR Readymix Sydney Concrete Transport
Enterprise Agreement 1999**

I.R.C. NO: 99/6933

DATE APPROVED/COMMENCEMENT: 1 February 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees and contractors/temporary hire labour driving CSR owned vehicles in the occupation of driving (excepting cement tanker drivers)

PARTIES: CSR Limited T/as CSR Readymix -&- Transport Workers' Union of Australia, New South Wales Branch

FILED

20 DEC 1999

OFFICE OF THE INDUSTRIAL
REGISTRAR

CSR LTD trading as CSR READYMIX

SYDNEY CONCRETE

TRANSPORT

ENTERPRISE AGREEMENT 1999

**Registered
Enterprise Agreement
Industrial Registrar**

1. ARRANGEMENT

| <u>Clause No.</u> | <u>Subject Matter</u> |
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| 3 | The Enterprise |
| 4 | Parties to the Enterprise Agreement |
| 5 | Operation and Duration of Enterprise Agreement |
| 6 | Notice of Leave |
| 7 | Rostered Days Off |
| 8 | Contract / Temporary Hire Labour |
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| 13 | Location |
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2. TITLE

This Enterprise Agreement shall be known as the "CSR LTD Trading as CSR Readymix Sydney Concrete Transport Enterprise Agreement 1999".

3. THE ENTERPRISE

This Enterprise Agreement shall apply to all Sydney based Concrete Transport in respect of employees and contractors/temporary hire labour driving CSR owned vehicles, in the occupation of driving covered by the Transport Industry - Mixed Enterprises (State) Award (excepting cement tanker drivers).

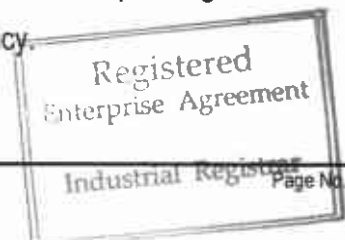
4. PARTIES TO THE ENTERPRISE AGREEMENT

This Enterprise Agreement shall be binding on:

- (i) CSR LTD trading as CSR READYMIX ("the employer");
- (ii) The Transport Workers Union, New South Wales Branch; and
- (iii) Employees and contractors/temporary hire labour driving CSR Ltd owned vehicles, in the occupation of driving covered by the Transport Industry - Mixed Enterprises (State) Award (excepting cement tanker drivers) that are subject to this Enterprise Agreement ("employees").

5. OPERATION AND DURATION OF ENTERPRISE AGREEMENT

- (i) This Enterprise Agreement shall be read and construed with the following awards (herein to be known as the "parent awards"):
 - (a) "CSR Limited Trading as The Readymix Group - Sydney Construction Products Concrete Transport Enterprise Bargaining Framework (State) Award 1995".
 - (b) Transport Industry - Mixed Enterprises (State) Award.
- (ii) Where there is any inconsistency between the parent awards and this Enterprise Agreement, this Enterprise Agreement shall prevail to the extent of the inconsistency.



- (iii) This Enterprise Agreement shall operate from the first full pay period on or after the date of registration and shall remain in force for 2 years.

6. NOTICE OF LEAVE

- (i) If an employee intends to be absent from work due to illness and/or injury, such employee shall provide the employer with at least 24 hours notice of such absence (where possible).
- (ii) Where an employee applies to take a period of annual leave to which he/she has become entitled, such employee shall give the employer a minimum of 30 days notice of his/her intention to take such leave.

7. ROSTERED DAYS OFF

- (i) Rostered days off shall be rostered for all permanent employees of CSR so that an average of one rostered day off in every four-week period is taken by each employee.
- (ii) Rostered days off in accordance with subclause (i) of this clause may be altered by the employer with a minimum of 48 hours notice or less, by agreement between the employee(s) concerned and the employer.
- (iii) Rostered days off shall not be accumulated, unless otherwise agreed between the employer and the employee(s) concerned.

8. CONTRACT / TEMPORARY HIRE LABOUR

It is envisaged by the parties to the Enterprise Agreement that there may be extensive use of contract / temporary hire labour (in company owned 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.



9. EXCLUSIVE COVERAGE

- (i) The terms and conditions of this Enterprise Agreement (and the parent awards) shall exclusively cover all employees.
- (ii) No site Enterprise Agreement or award, or any conditions contained therein, shall apply to any employee who is the subject of this Enterprise Agreement.

10. TRAINING AND / OR EDUCATION

- (i) Any employee(s) the subject of this Enterprise Agreement, may be directed, at the discretion of the employer, to attend paid training courses.
- (ii) No party to this Enterprise Agreement shall object to or refuse to undertake relevant training.
- (iii) In the event of an employee being appointed by the employer to train other employees, such employee shall only be paid the relevant leading hand allowance whilst training other employees.

11. DRIVERS CHECKLIST AND MAINTENANCE

- (i) Employees are required to complete daily and weekly checklists (checklist attached as Annexure A to this Enterprise Agreement).
- (ii) It is the employee's responsibility to plan any workshop requirements for vehicles under their control, with the Transport Manager.

12. CHANGE OF SHIFT / ROSTER

- (i) All employees, subject of this Enterprise Agreement shall be required, at the discretion of the employer, to work in all rosters in the Sydney Concrete cartage fleet.
- (ii) Such fleet rosters may include afternoon and/or night shift, paid at the appropriate shift loading as outlined in the parent award.
- (iii) Should the employer wish to change the shift/s of any employees, the employer may give less than 24 hours notice of next change, subject to the roster.



13. LOCATION

- (i) Employees shall not have one base plant location.
- (ii) Employees may be required, at the discretion of the employer, to start at various plants as the need arises to meet fleet utilisation requirements and/or meet the needs of customers.
- (iii) Should a permanent CSR employee start at a different plant to that which he/she normally starts at, then such employee shall be paid the relevant award kilometre rate, for the net increased kilometres from his/her home to the new starting plant, above the kilometres to the original starting plant, subject to sub-clause (iv) of this clause.
- (iv) Where a permanent CSR employee is given 7 days notice of a change in starting plant location sub-clause (iii) of this clause does not apply.

14. CARTAGE ADJUSTMENTS

- (i) Employees are required to assist in the completion of any cartage adjustments required for the vehicle they are responsible for (see form attached as Annexure B).
- (ii) Employees shall be required to measure and account for all kilometres travelled.

15. CASUAL EMPLOYEES

- (i) Casual employees/contractors will be entitled to a minimum engagement of four (4) hours subject to sub-clause (ii) of this clause.
- (ii) All casual employees/contractors employed prior to the operation of this Enterprise Agreement shall be paid a minimum of 7.6 ordinary hours per engagement.
- (iii) No ratio of numbers of casual employees to permanent employees shall apply.

16. WAGE ADJUSTMENT

- (i) Subject to sub-clause (ii) of this clause, employees the subject of this Enterprise Agreement shall be paid an increase in wages of:
 - (a) 9% upon registration of this Enterprise Agreement as per Part B Monetary Rates Table;and,

- (b) 5% on the anniversary of the registration of this Enterprise Agreement, above the rates contained in Part B of this Enterprise Agreement.
- (i) In the case of new employees, payment of the 9% or 5% adjustment in accordance with sub-clause (i) above, shall be with-held and accumulated for a 12 week period from the commencement of their employment. After the expiry of 12 weeks, if the employee is still engaged with the employer on a permanent or contract/temporary hire labour basis pursuant to this Enterprise Agreement, the 12 weeks accumulated increase shall be paid.
- (ii) Sub-clause (ii) above shall not apply to employees with at least 12 weeks service as at the date of ratification of this Enterprise Agreement.
- (iii) Details of these wages are contained in Part B of this Enterprise Agreement.

17. DISPUTE RESOLUTION PROCEDURE

- (i) Procedures relating to grievance of individual employees:-
 - a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - e) While a procedure is being followed, normal work must continue.
 - f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedures relating to disputes, etc. between employers and their employees:-
 - a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - b) Reasonable time limits must be allowed for discussion at each level of authority.

- c) While a procedure is being followed, normal work must continue.
 - d) The employer may be represented by an employer representative and the employees may be represented by an industrial organisation of employees, for the purposes of each procedure.
- (iii) Either party to this Enterprise Agreement may refer any dispute and/or grievance to the NSW Industrial Relations Commission subject to the failure of the parties to resolve the dispute in accordance with the procedures outlined in (i) and/or (ii) above.

18. NO EXTRA CLAIMS

Except for movements in the Transport Industry Mixed Enterprises (State) Award wages granted by the Industrial Relations Commission of NSW, that are not subject to absorption, via National Wage Cases, there will be no further claims for increases (including site allowances and/or conditions) during the term of the Agreement.



CSR Ltd trading as CSR READYMIX SYDNEY CONCRETE TRANSPORT
ENTERPRISE AGREEMENT 1999.

On and on behalf of CSR Ltd t/a
CSR Readymix

Ian Ballad

21/9/99

On and on behalf of The Transport
Workers Union, NSW Branch

[Signature]

Registered
Enterprise Agreement
Industrial Registrar

PART B
MONETARY RATES TABLE

| CLASSICATION | RATE PER WEEK |
|------------------------------|---------------|
| Transport Worker Grade One | \$420.40 |
| Transport Worker Grade Two | \$434.00 |
| Transport Worker Grade Three | \$443.40 |
| Transport Worker Grade Four | \$451.60 |
| Transport Worker Grade Five | \$472.70 |
| Transport Worker Grade Six | \$478.00 |
| Transport Worker Grade Seven | \$494.40 |
| Transport Worker Grade Eight | \$526.90 |

