

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/309

**TITLE:** CSR Limited trading as CSR Readymix Sydney Concrete Transport  
Certified Agreement 2002-2005

**I.R.C. NO:** IRC02/4594

**DATE APPROVED/COMMENCEMENT:** 13 September 2002/15 July 2002

**TERM:** 15 July 2005

**NEW AGREEMENT OR VARIATION:** Replaces EA00/97

**GAZETTAL REFERENCE:** 8 November 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to the Sydney-based Concrete Transport, in respect to drivers, operating CSR-controlled concrete vehicles, in the occupation of driving covered by the Transport Industry - Mixed Enterprises Interim (State) Award (excepting cement tanker drivers)

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



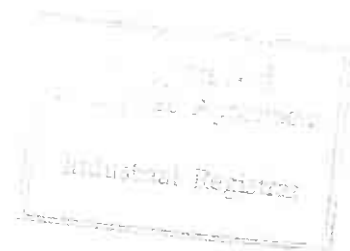
CSR LTD TRADING AS CSR READYMIXSYDNEY CONCRETE TRANSPORT ENTERPRISE AGREEMENT  
2002-2005

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## APPENDIX



## **1. OBJECTIVES**

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

## **2. TITLE**

This agreement shall be known as the **CSR LIMITED TRADING AS CSR READYMIX SYDNEY CONCRETE TRANSPORT CERTIFIED AGREEMENT 2002-2005**

## **3. THE ENTERPRISE**

This agreement shall apply to the Sydney based Concrete Transport, in respect to drivers, operating CSR controlled concrete vehicles, in the occupation of driving 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 parties to the agreement are:

- 4.1 CSR Ltd trading as CSR Readymix ("CSR"); and
- 4.2 The Transport Workers Union, New South Wales Branch.

## **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 awards and this Enterprise Agreement the latter shall prevail to the extent of inconsistency.
- 5.3 The Enterprise Agreement shall operate from 15 July 2002 (first full pay period on or after) and shall remain in force for 3 years.

## **6. NO EXTRA CLAIMS**

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



## 7. NOTICE OF LEAVE

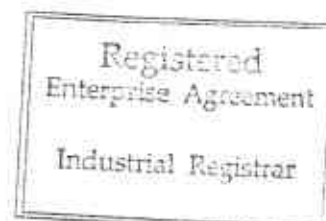
- 7.1 If a driver intends to be absent from work due to illness and/or injury, such driver shall provide CSR with at least 24 hours notice of such absence (where possible).
- 7.2 Where a driver applies to take a period of leave to which he/she has become entitled, such driver shall give CSR a minimum of 30 days notice of his/her intention to take annual leave for approval.
- 7.3 Where a driver has become entitled to 20 day period of Annual Leave, CSR can give a minimum of 30 days notice for the driver to take annual leave.

## 8. HOURS OF WORK

- 8.1 Daywork ordinary hours of work shall be 38 hours per week, Monday to Friday
- 8.1.1 Employees of CSR at the date of making this agreement shall work a 19 day month with 1 RDO per month to be taken in accordance with a roster.
- 8.1.2 Employees engaged by CSR after the operative date of 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 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 Supervisor and/or Central Despatch and/or the Manager at the beginning of the day or shift.

## 9. ROSTERS

- 9.1 All drivers, subject to this Enterprise Agreement shall be required, at the discretion of CSR, 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 CSR controlled trucks required to complete the deliveries for the remainder of the day.

## **10. MEAL BREAKS**

- 10.1 Meal breaks required by State Transport Legislation shall be managed by the driver to ensure that the requirements of the legislation are satisfied. Statutory requirements set minimum breaks to be taken within set periods and these should always be observed. The parties agree that the unpaid meal break should be taken to coincide with one of these statutory breaks.
- Drivers shall take an unpaid meal break of 30 minutes to be taken prior or on the fifth hour of work. A second paid break of 30 minutes (this can be broken into two fifteen-minute breaks) will be taken no later than 5 hours after the first break. If a driver is required to work for longer than 5 hours after the second break, then a further paid break of 30 minutes shall be taken. Saturday & Sunday rest & meal breaks paid as for normal weekdays. The first break will be an unpaid break.
  - These breaks shall apply to satisfy the State Transport Act and the award provisions for meal breaks, crib breaks and rest pauses. This agreement will need to be altered if legislation requirements change.
- 10.2 Drivers should work in with allocation and central despatch to ensure that breaks are taken to maintain, as far as practicable continuity of work by taking breaks at times such as when waiting to load or unload to maximise the efficiency of the fleet.
- 10.3 In recognition of this "break management" approach, employees covered by this agreement shall be paid a flat allowance as set out below.

## **11. ALLOWANCE**

- 11.1 The allowance referred to in clause 10.3 shall be: -
- 11.1.1 \$40.00 per week for weekly employees
  - 11.1.2 \$8.00 per day for each day worked, Monday to Friday, by casual employees.

- 11.2 The allowance as set out in clause 11.1 shall be: -



11.2.1 In substitution for all penalties and/or allowances (but not in substitution for the meal allowance) set out in the "Meals" clause (currently clause 18) of the Parent Award;

and shall include: -

11.2.2 The slump allowance and the allowance for collecting cash provided for the in the Parent Award.

11.3 The allowance set out in clause 11.1 shall apply from the Operative date of this agreement and shall remain at the figures set out for the duration of this agreement.

11.4 The operation of this clause shall be reviewed after three (3) months to ensure that it is working appropriately and providing a fair outcome for employees and CSR.

11.4.1 The parties may agree on a variation to this agreement to reflect the outcome of the review referred to above.

## **12. CONTRACT / TEMPORARY HIRE LABOUR**

The Enterprise Agreement shall apply as follows: -:

12.1 To all contractors/temporary hire labour driving CSR Ltd concrete vehicles who are engaged in the occupation specified in clause 3.

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

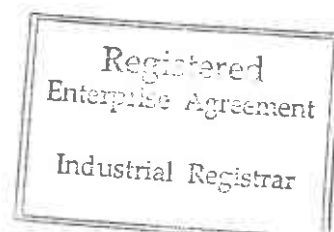
## **13. HOURS OF WORK CASUAL EMPLOYEES, CONTRACT / TEMPORARY HIRE LABOUR**

13.1 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.

13.2 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.

13.3 No ratio of number of casual drivers, contract/temporary hire labour to permanent employee drivers shall apply.

## **14. EXCLUSIVE COVERAGE**



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

### **15. TRAINING**

- 15.1 Any permanent employee(s), casual labour, Temporary Hire Contract Labour the subject of this Enterprise Agreement, may be directed, at the discretion of CSR, to attend any training courses nominated by CSR Ltd.
- 15.2 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, these hours may accumulate over the period of the agreement.
- 15.3 Any training in excess of the accumulated hours will be paid at the relevant rates to attend any training courses nominated by CSR Ltd.
- 15.4 No party shall object or refuse to undertake relevant training.
- 15.5 In the event of a driver being appointed by CSR to train other drivers, such driver shall only be paid the relevant leading hand allowance whilst training other drivers.

### **16. DRIVER CHECKLIST AND MAINTENANCE**

- 16.1 Drivers are required to complete daily and weekly checklists (All fuel, oil, tyre and vehicle performance monitoring surveys completed accurately and timely).
- 16.2 It is the driver's responsibility to report all repair & maintenance problem to their manager or supervisor and record such requirements for the vehicle under their control on their daily log sheet.
- 16.3 It is the driver's responsibility to plan any workshop requirements for the vehicle under their control with their manager or supervisor.

### **17. SPECIFIC PRODUCTIVITY MEASURES**


- 17.1 The alterations in the conditions of employment are to facilitate a more productive outcome.
- 17.2 The thrust of the agreement is to encourage drivers to manage the operation of vehicle to ensure the best economic outcome with the same commitment to service.
- 17.3 All parties to the Agreement agree to work within the guidelines of the Enterprise Agreement and their work instructions.

17.4 The following key issues have been identified as measures to effect real and demonstrable gains in productivity, efficiency and flexibility.

No.	Issue	Target	Improvement Measure
1.	Environmental and housekeeping	<p>Nil breaches. Adherence to CSR's Environmental Policy, Government and Local Council Legislation.</p> <p>This KPI deals with:</p> <ul style="list-style-type: none"> <li>• No concrete spills</li> <li>• Proper wash out procedures.</li> </ul>	Continuous monitoring and on-going training
2.	Vehicle performance monitoring surveys	<p>All fuel, oil and vehicle performance monitoring surveys completed accurately and timely.</p> <p>This KPI deals with:</p> <ul style="list-style-type: none"> <li>• Log sheet filled out accurately each day</li> <li>• Fuel, oil, water levels checked; tyre pressures.</li> </ul>	Continuous monitoring
3.	Basic vehicle service and maintenance	<p>As per vehicle maintenance schedule. Reduced R&amp;M and improved vehicle efficiency.</p> <p>This KPI deals with:</p> <ul style="list-style-type: none"> <li>• Advising of vehicle problems, need to repair tyres, etc.</li> <li>• Request repairs, maintenance as necessary.</li> </ul>	Continuous monitoring
4.	Vehicle cleanliness	<p>Clean and well presented vehicles in accordance with Corporate standards.</p> <p>This KPI requires the vehicle to be kept clean inside and out.</p>	Continuous monitoring
5.	Plant presentation	<p>Clean and presentable plant complex. Maintenance and cleaning of designated area.</p> <p>This KPI requires:</p> <ul style="list-style-type: none"> <li>• Areas in plant occupied by</li> </ul>	Continuous monitoring

Registered  
Enterprise Agreement  
Industrial Registrar



No.	Issue	Target	Improvement Measure
		drivers be kept clean. <ul style="list-style-type: none"> <li>Drivers assisting to keep other areas of the plant in a clean and tidy condition.</li> </ul>	
6.	Safety Improvement Teams	Participation and attendance of monthly S.I.T. meetings. Sites maintaining meeting minutes. Reducing lost time injuries. Personnel to actively monitor their own safety. Target LTIFR = 0  This KPI requires drivers to attend S.I.T. meetings and contribute at them. (NB. Aim is to improve safety performance to achieve a zero LTIFR figure)	Continuous monitoring
7.	Slump testing	Slumps to be within tolerance as specification on delivery docketts.	Continuous Monitoring
8.	Truck Idling time	Ratio of status time: Truck hour meter 75 %  This KPI deals with ensuring that vehicles are operating only when needed. Unnecessary truck idling to be eliminated.	Continuous Monitoring
9.	Property Damage	Driver to report any and all accidents involving any form of property damage (including but not limited to cracked driveways, sprinkler heads, damaged equipment, mailboxes and the like).	Continuous Monitoring 

17.4.1 Achievement of these KPI's will generate an increase of 2% 12 months after the anniversary of this agreement and a further 2% 24 months after the anniversary of this agreement.

17.5 Continuous monitoring shall occur in conjunction with the drivers covered by this agreement and the representative(s) of those drivers. Management shall hold quarterly meetings to review the progress of the KPI's and report on problems. The employees and their representatives are committed to rectifying problems as they arise. Where the

KPI's have not been met despite ongoing monitoring, adjustment of the pay increases shall be made in consultation with the employees and their representatives.

- 17.6 Events which occur and which affect KPI's shall not be counted where those events result from the actions of an employee and/or a contract/temporary hire driver who has been employed for less than three months.

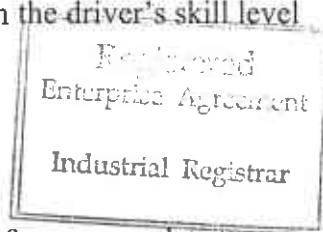
## **18. MULTI-SKILLING**

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

- 18.1 A driver may be given the opportunity to obtain skills to develop a more flexible work force, where CSR consider the driver capable of performing other duties.
- 18.2 The skills will be obtained through training supplied by CSR consultation with the driver.
- 18.3 CSR may direct a driver to carry out such duties that are within the driver's skill level competence and training.

## **19. 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.



## **20. LOCATION**

- 20.1 Drivers may be required, at the discretion of CSR, to start at various plants as the need arises to meet fleet utilisation requirements and/or to meet the needs of customers.
- 20.2 Should a permanent CSR employee start at a different plant to that which he/she normally starts at, then such permanent CSR 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.
- 20.3 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.
- 20.4 A casual employees / temporary / contract hire drivers will start at whichever location directed by CSR with no additional payment.

## **21. CARTAGE RECORDS & ADJUSTMENTS**

- 21.1 Drivers are required to assist in the completion of any cartage adjustment required for the vehicle they have under their control or previous control.

- 21.2 Drivers are required to complete a log sheet detailing all loads, and detail all travel, hold ups etc daily.

## **22. 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.

## **23. 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.

## **24. REVIEW OF AGREEMENT**

The Parties agree to continuously monitor this agreement and will meet as required to review progress and take action as necessary to achieve the improvements agreed.

The Parties further agree to review this Agreement in its entirety no later than four (4) months prior to the date of its expiry. The Parties may apply ~~to amend this Agreement~~ after the review period herein prescribed has commenced.

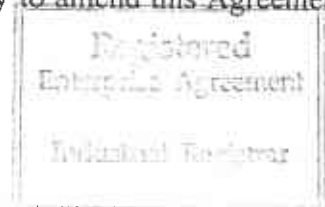
## **25. WAGE ADJUSTMENTS**

- 25.1 Subject to sub-clause 25.2, employees the subject of this Enterprise Agreement shall be paid an increase in wages of:

- 6% from commencement of this Enterprise Agreement as per Part B Monetary Rate Tables; and,
- 4% on the 12-month anniversary of the commencement of this Enterprise Agreement.
- 4% on the 24-month anniversary of the commencement of this Agreement.

- 25.2 In the case of new drivers, payment of the adjustments in accordance with sub-clause 25.1 above shall be withheld and accumulated for a 12-week period from the commencement of their service. After the expiry of 12 weeks, if the driver is still engaged with CSR on a permanent/temporary hire labour basis pursuant to this Enterprise Agreement, the 12 weeks accumulated increase shall be paid.

- 25.3 Sub-clause 25.2 shall not apply to drivers who have at least 12 weeks service as at the date of ratification of this Enterprise Agreement.



25.4 By administrative action, the first wage increase of 6% will apply from the beginning of the first pay period to commence on or after 1 May 2002.

## **26. ACCIDENT CLASSIFICATION PROGRAM**

26.1 The CSR Corporate Policy relating to Accident Classification is set out in the Appendix to this agreement.

26.2 During the life of this agreement only, permanent CSR employees will be entitled to bonus payments, as set out below, on an individual basis.

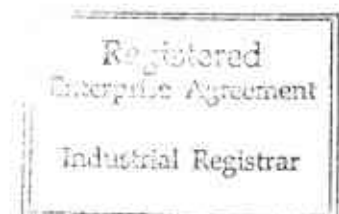
26.2.1 Any permanent CSR employee who has no "B", "C" or "D" classification accidents between the operative date of this agreement and 15 December 2003 will be paid a bonus of \$500.00 (gross) in the last pay period before 25 December 2003.

26.2.2 Any permanent CSR employee who has no "B", "C" or "D" classification accidents between the December 2003 and 15 December 2004 will be paid a bonus of \$500.00 (gross) in the last pay period before 25 December 2004.

## **27. LEAVE RESERVED**

27.1 During the life of this Agreement CSR may decide to introduce a productivity based incentive scheme.

27.2 Any development will be done in consultation with employees covered by this agreement.



APPENDIXPOLICY ACCIDENT CLASSIFICATION PROGRAM**I. PURPOSE**

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

**II. SCOPE**

This policy applies to all CSR 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

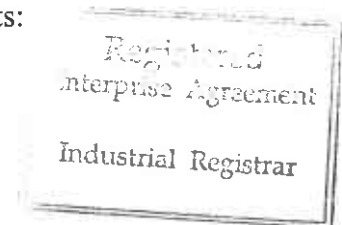
“C” Classification - 1 & 1/3 Points

“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

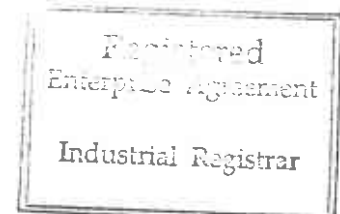
- A. When an employee accumulates as many as four points, he will not be allowed to operate a company vehicle without the approval of Human Resources (or designee) for CSR Readymix and the Risk/Safety Manager.
- B. Risk Management will issue a letter to the employee through his/her immediate supervisor, which explains his/her driving record and consequences of further accidents. The employee must sign a copy of this letter and return it to the Risk Management Department.
- C. Should an employee be unsatisfied with the classification, he/she has the right to have the classification appealed through the next level supervisor.
- D. Points are removed from an employee’s record in the order in which they occurred - the oldest first. Points may also be removed if the employee completes a pre-approved remedial program. Employees must attend this course on their own time and at their own expense and must provide proof of class registration within one month of most recent chargeable accident.

Defensive Driving Course to reduce points may be used by an employee twice during his employment and not more than once in a 24 month period.

This method of point removal is not available when most recent accident results in four (4) or more cumulative points.

#### V. EXCEPTIONS

All exceptions to the Accident Classification Program policy must have the prior written approval of Human Resources (or designee) for CSR Readymix.



THE AGREEMENT IS SIGNED:


On behalf of CSR LTD

  
\_\_\_\_\_  
Witness



Date: 7/8/02

On behalf of the TRANSPORT WORKERS UNION

  
\_\_\_\_\_  
Witness



Date: 5/8/02

