

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/114

**TITLE: Rinker Australia Pty Limited Albion Park Transport  
Enterprise Agreement 2006**

**I.R.C. NO:** IRC6/220

**DATE APPROVED/COMMENCEMENT:** 16 March 2006 / 1 January 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 24 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Rinker Australia Pty Limited located at Woollybutt Drive, Albion Park NSW 2527, who are engaged as drivers, who fall within the coverage of the Transport Industry - Quarried Materials (State) Award.

**PARTIES:** Rinker Australia Pty Limited -&- the Transport Workers' Union of New South Wales

## CONTENTS


|     |  |    |
|-----|--|----|
| 1.  | TITLE .....                                  | 3  |
| 2.  | DEFINITIONS .....                            | 3  |
| 3.  | APPLICATION .....                            | 4  |
| 4.  | PARTIES .....                                | 4  |
| 5.  | RELATIONSHIP TO AWARD .....                  | 4  |
| 6.  | TERM .....                                   | 5  |
| 7.  | NO EXTRA CLAIMS .....                        | 5  |
| 8.  | OBJECTIVES.....                              | 5  |
| 9.  | WAGES .....                                  | 5  |
| 10. | WAGE INCREASES .....                         | 6  |
| 11. | CASUAL EMPLOYEES.....                        | 7  |
| 12. | HOURS OF EMPLOYMENT .....                    | 7  |
| 13. | SHIFT WORK.....                              | 9  |
| 14. | MEALS.....                                   | 11 |
| 15. | FITNESS FOR WORK .....                       | 13 |
| 16. | SAFETY, HEALTH AND ENVIRONMENT .....         | 14 |
| 17. | PERFORMANCE BONUSES .....                    | 15 |
| 18. | SKILLS TRAINING .....                        | 15 |
| 19. | SALARY SACRIFICE.....                        | 16 |
| 20. | DISPUTES PROCEDURES.....                     | 16 |
| 21. | COUNSELLING AND DISCIPLINARY PROCEDURES..... | 17 |
| 22. | FIRST AID .....                              | 18 |
| 23. | NEW TRUCK CONFIGURATION TECHNOLOGY .....     | 18 |
| 24. | PICNIC DAY .....                             | 18 |
| 25. | NOTICE BOARD.....                            | 19 |
|     | ANNEXURE A .....                             | 21 |

## 1. TITLE

- 1.1 This Agreement is entitled the Rinker Australia Pty Limited Albion Park Transport Enterprise Agreement 2006.

## 2. DEFINITIONS

- 2.1 “**Act**” means the *Industrial Relations Act 1996* (NSW), as amended.
- 2.2 “**A-D Act**” means the *Anti-Discrimination Act 1977* (NSW), as amended.
- 2.3 “**Aggregate Mass**” means the total weight of a loaded vehicle.
- 2.4 “**Agreement**” means the Rinker Australia Pty Limited Albion Park Transport Enterprise Agreement No. 2 2006.
- 2.5 “**Articulated Truck**” means a motor-propelled vehicle used for the conveyance of material and comprising 2 separate units, ie a tractor and a semi-trailer.
- 2.6 “**Award**” means the Transport Industry – Quarried Materials (State) Award, an award of the Commission.
- 2.7 “**Casual Employee**” means an Employee engaged by the day and paid by the day or at the conclusion of the casual employment.
- 2.8 “**Commission**” means the Industrial Relations Commission of New South Wales.
- 2.9 “**Double Time**” means the Employee’s ordinary rate of pay plus 100%.
- 2.10 “**Employees**” means employees employed as drivers by Rinker at the Site who are covered by the classifications under subclause 10.2 of this Agreement.
- 2.11 “**Ordinary Rate**” means the Employee’s ordinary time rate of pay which the Employee is entitled to receive for work performed in ordinary working hours.
- 2.12 “**Other Agreed Starting Place**” means a place other than the depot at which it is agreed between Rinker and the Employees affected such Employees will be in attendance at the time or times fixed ready to commence work in ordinary working hours.
- 2.13 “**Quarried Materials**” means any material and/or by-product of any material, excluding coal and coal-related products, which has been removed from a quarry, sand pit or mine, provided that such material is for use in manufacturing or construction purposes. Quarried Materials also means slag and slag by-products, excluding coal-slag products.
- 2.14 “**Rinker**” means Rinker Australia Pty Limited.

- 2.15 **"Site"** means the site operated by Rinker at Woollybutt Drive, Albion Park, New South Wales.
- 2.16 **"Time and One-Half"** means the Employee's ordinary rate of pay plus 50%.
- 2.17 **"Trailer"** means a vehicle, not having its own motive power, attached by means of a draw bar to a truck and hauled behind such truck.
- 2.18 **"Truck"** means a motor-propelled vehicle used for the conveyance of material.
- 2.19 **"Union"** means the Transport Workers' Union of ~~Australia~~ New South Wales Branch. 

### **3. APPLICATION**

- 3.1 This Agreement will apply at the Site and cover the Employees.

### **4. PARTIES**

- 4.1 The parties to this Agreement are:
- (1) Rinker;
  - (2) the Union; and
  - (3) the Employees.

### **5. RELATIONSHIP TO AWARD**

- 5.1 Subject to subclause 5.3 of this Agreement, this Agreement will be read and construed in conjunction with the Award.
- 5.2 Subject to subclause 5.3 of this Agreement, where there is an inconsistency between the Award and this Agreement, this Agreement will prevail to the extent of the inconsistency.
- 5.3 The following provisions of the Award (as it was in force on 10 March 2006) will not apply:
- (1) clause 2;
  - (2) clause 6.11;
  - (3) clause 7.1;
  - (4) clause 10;
  - (5) subclauses 14.2(b), 14.3 and 14.4;
  - (6) clause 20;
  - (7) subclause 29.6(d);
  - (8) clause 37;
  - (9) clause 38;
  - (10) clause 39; and
  - (11) clause 40.

## **6. TERM**

- 6.1 This Agreement will come into operation on and from the first full pay period to commence on or after 1 January 2006 and remain in force until 31 December 2008.

## **7. NO EXTRA CLAIMS**

- 7.1 The Union and the Employees agree that they will make no extra claims whether covered by this Agreement or not for the duration of this Agreement.

## **8. OBJECTIVES**

- 8.1 Rinker and the Employees are committed to ongoing improvements in productivity, efficiency and flexibility which in turn will continue to increase Rinker's competitiveness.
- 8.2 Rinker has a business need to continually improve and grow so that it becomes more competitive. Rinker has developed a vision of the type of business it wants and the critical elements necessary to transfer that vision into a reality.
- 8.3 It is the objective of this Agreement for Rinker and the Employees to continually implement the following Rinker core values:
- (1) **SAFETY, HEALTH AND ENVIRONMENT ("SHE"):** Nothing comes before the safety of our employees and the public;
  - (2) **EMPLOYEE SATISFACTION:** Employees give value to our customers and business when their hearts and minds are fully engaged in their work;
  - (3) **CUSTOMER SATISFACTION:** Once we are assured of the safety and wellbeing of our employees, nothing stands in the way of us delivering on our commitments to our customers; and
  - (4) **OPERATIONAL EXCELLENCE:** We operate as efficiently and productively as possible in order to create value for our employees, customers and owners.

## **9. WAGES**

- 9.1 The wage rates for the classifications in subclause 9.2 of this Agreement are set out in *Annexure A* to this Agreement.

## 9.2 Classification definitions

### *Transport Worker Grade 1*

Non-driver or driver up to 5 tonnes performing general non-specialist mechanical duties on vehicles such as fuelling and changing of tyres; trainee driver; probationary driver serving first 3 months in the Quarried Materials industry without the appropriate experience necessary for the industry.

### *Transport Worker Grade 2*

Driver of one of the following standard-type vehicles at Basic, Certificated or Advanced Standard:

Vehicle Class 1: Rigid 4-wheel Truck with an Aggregate Mass of 13.9 tonnes or less

Vehicle Class 2: Rigid 6-wheel Truck with an Aggregate Mass of 20.4 tonnes or less

Vehicle Class 3: Rigid 8-wheel Truck with an Aggregate Mass of 25 tonnes or less

Vehicle Class 4: Articulated Truck with up to 5 axles and with an Aggregate Mass of 35.4 tonnes or less

Vehicle Class 5: Articulated tri-axle Truck or Truck-Trailer combination with 5 axles or more and with an Aggregate Mass of 38.3 tonnes or less

'Basic Standard' refers to a Transport Worker Grade 2 who possesses only the appropriate licence for the vehicle the Employee is required to drive.

'Certificated Standard' refers to a Transport Worker Grade 2 who has obtained a formal General Certificate of Competency, provided that any Transport Worker Grade 2 who has completed 9 months' satisfactory service and been denied the opportunity by Rinker to obtain a General Certificate of Competency will be deemed to have reached Certificated Standard.

'Advanced Standard' refers to a Transport Worker Grade 2 who has obtained a formal Advanced Certificate of Competency, provided that any Transport Worker Grade 2 driving a Class 4 or 5 vehicle who has completed 15 months' satisfactory service and been denied the opportunity by Rinker to obtain an Advanced Certificate of Competency will be deemed to have reached Advanced Standard.

For every 2 tonnes or part thereof added to the defined standard Aggregate Mass of any of the above classes of vehicle, an additional all-purpose margin as set out in *Annexure A* to this Agreement will be paid.

## 10. WAGE INCREASES

10.1 All Employees covered by this Agreement are entitled to the following wage increases:

(1) First Wage Increase

A 4% wage increase will be paid to the Employees covered by this Agreement on the first full pay period to commence on or after 1 January 2006.

(2) Second Wage Increase

A 4% wage increase will be paid to the Employees covered by this Agreement on the first full pay period to commence on or after 1 January 2007.

(3) Third Wage Increase

A 4% wage increase will be paid to the Employees covered by this Agreement on the first full pay period to commence on or after 1 January 2008.

(4) The wage increases referred to above are detailed in *Annexure A* to this Agreement.

## **11. CASUAL EMPLOYEES**

11.1 Casual Employees will be paid an hourly rate derived from the rate for the appropriate classification specified in clause 9, Wages, of this Agreement and in addition 15% of such rate.

11.2 Rinker will endeavour to provide Casual Employees with an engagement for a minimum of 6 hours worked for each start.

## **12. HOURS OF EMPLOYMENT**

12.1 The ordinary hours of work will be an average of 38 per week (exclusive of meal breaks) to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days; or
- (e) 304 hours within a work cycle not exceeding 56 consecutive days.

12.2 The 38 ordinary hours of work may with the agreement of the Employees involved be worked in any of the following ways:

- (a) 5 equal days per week; or
- (b) 4 equal days and 1 short day per week; or
- (c) 4 equal days per week; or
- (d) 3 equal days over 5 weeks and 4 equal days in the 6<sup>th</sup> week; or
- (e) any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by Rinker with up to 5 days of accrual.

12.3 The ordinary hours of work will not exceed 8 hours per day, exclusive of meal breaks, on any day Monday to Friday between the hours of 6.00am and 5.30pm, provided that:

- (a) Employees may be rostered to work 5 days within a 6-day spread Monday to Saturday inclusive, with 2 consecutive days off and with all work on Saturday being subject to a penalty of 50%, and
- (b) Employees may be rostered to work 5 days within a 7-day spread Monday to Sunday inclusive, with 2 consecutive days off and with all work on Sunday being subject to a penalty of 75%.

All overtime worked subsequent to a rostered day on a Saturday or Sunday will be paid at the rate of Double Time.

#### **12.4 Commencing and finishing times**

Within the limits prescribed herein before, Rinker will fix the time and place at which each Employee will be in attendance at the yard, depot, garage or Other Agreed Starting Place ready to commence work in ordinary working hours and work will be deemed to have commenced, for each Employee in attendance, at the time and place so fixed. Work in ordinary working hours will be deemed to have finished, for those Employees in attendance, when a period of 8 hours, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.

Rinker may only alter the time and place fixed in accordance with this subclause by notice to Employees posted for 7 days at the yard, depot, garage or Other Agreed Starting Place. In cases of emergency, such time or place may be altered on shorter notice by agreement with the Employee or Employees affected, provided that notification of such alteration is given at the time to an authorised official of the Union if requested by Employees.

#### **12.5 Part-time Employees**

Employees may be engaged to work regular days and regular hours less than 38 per week, provided that:



- (a) the set weekly hours for such Employees will be determined upon engagement and thereafter not changed other than by agreement;
- (b) all work outside the set hours contracted for at engagement will be paid at overtime penalty rates;
- (c) the spread of ordinary hours allowable for part-time Employees will be as set out in subclause 17.3 of this Agreement, and their rate of pay will be calculated on the basis of an hourly rate equal to the weekly rate for the appropriate classification divided by 38; and
- (d) no current Employee will be forced to become a permanent part-time Employee against the Employee's will.

### **13. SHIFT WORK**

#### **13.1 Shift Work – Notice**

Employees may be rostered to work shifts of 8 hours upon 7 days' notice in writing, or upon lesser notice by agreement between Rinker and the affected Employees.

#### **13.2 Shift Work – Rosters**

Shift rosters will specify commencing and finishing times of ordinary working hours of the respective shifts. Rinker will not alter the roster of ordinary hours of shift work except by giving 7 days' notice, or by agreement with each Employee concerned, or by the payment of a quick shift change allowance as set out in the Award.

- 13.3 The ordinary hours for shift workers will be an average of 38 hours per week. Ordinary hours will not exceed 8 in any consecutive 24 hours to be worked Monday to Friday inclusive. Such work will be arranged as provided for by clause 12, Hours of Employment, of this Agreement, provided that Employees may be rostered to work shift work over 5 days within a 6 or 7-day spread with 2 consecutive days off.

#### **13.4 Shifts may be worked in the following ways:**

- (a) Early Morning Shift – Any shift commencing after 4.00am and at or before 6.00am.
- (b) Permanent Night Shift – Any shift on which the Employee works for a period in excess of 4 weeks, or for which the Employee is specifically engaged, finishing subsequent to midnight and at or before 8.00am.
- (c) Rotating Night Shift – A night shift as in (b) above where it is alternated with an early morning shift or a day shift.

- (d) Permanent Afternoon Shift – Any shift on which the Employee works for a period in excess of 4 weeks, or for which the Employee is specifically engaged, finishing subsequent to 6.00pm and at or before midnight.
- (e) Rotating Afternoon Shift – An afternoon shift as in (d) above where it is alternated with an early morning shift or a day shift.

### **13.5 Shift Work – Penalties**

Shifts will attract the following penalties:

- (a) Early Morning Shift – 10%
- (b) Permanent Night Shift – 30%
- (c) Rotating Night Shift – 20%
- (d) Permanent Afternoon Shift – 17.5%
- (e) Rotating Afternoon Shift – 15%,

provided that where, at the Employee's own request and to suit their own personal requirements, any Employee works permanently on afternoon or night shifts, then the Employee will be paid as if the shift were a rotating shift.

### **13.6 Shift Work – Weekends and Public Holidays**

Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:

- (a) Saturday at the rate of Time and One-Half
- (b) Sunday at the rate of time and three-quarters
- (c) Public Holidays at the rate of Double Time and One-Half

The penalty rates prescribed by this subclause for work on a Sunday or a public holiday will be payable in lieu of the shift allowances prescribed in subclause 13.5 of this Agreement.

Notwithstanding anything contained herein, each shift will be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

### **13.7 Shift Work – Overtime**

For all time worked outside or in excess of the arranged ordinary shift hours, shift workers will be paid at Time and One-Half for the first 2 hours and Double

Time thereafter, provided that, for shifts the major portion of which falls on a Sunday or a public holiday, all overtime will be paid at the rate of Double Time.

### **13.8 Shift Work – Casual Employees**

- (a) Casual Employees may be engaged on shift work on less than 38 hours per week.
- (b) Casual shift workers will be entitled to the appropriate shift penalty as provided for in subclause 13.5 of this Agreement plus 15% loading.
- (c) Casual shift workers who work in excess of the arranged ordinary hours of the shift on which they are rostered will be entitled to the appropriate overtime rates provided for in subclause 13.7 of this Agreement.
- (d) Casual shift workers for work on a rostered shift the major portion of which is performed on a Saturday, Sunday or public holiday will be paid at the appropriate rates provided for in subclause 13.7 of this Agreement and in addition a loading of 15%, provided that such payments for work on a Sunday or public holiday will be in lieu of the shift allowances provided for in subclause 13.5 of this Agreement.

### **13.9 Shift Work – Meal Time**

All shift workers whilst working on early morning, afternoon or night shift will be entitled to a meal break of not less than 20 minutes. All meal breaks and crib times of a lesser period than 30 minutes will be counted as time worked, provided that the provisions of subclause 14.5(c) of clause 14, Meals, of this Agreement will override the provisions herein where applicable.

## **14. MEALS**

- 14.1 On the days Monday to Friday, inclusive, there will be one unpaid break of not less than 30 minutes nor more than 1 hour for lunch between the hours of 11.00am and 2.00pm, provided that an Employee will not be required to take a lunch break before a period of 4 hours, calculated from normal starting time, has elapsed.
- (a) Within the limitation prescribed in this subclause, Rinker will nominate the length of the lunch break to be taken by various Employees and this will be recognised as their regular lunch break. Once fixed, the length of the lunch break may only be altered by 3 days' notice being given to the Employee concerned.
  - (b) An Employee whose regular lunch break exceeds 30 minutes may be required by Rinker, on any day, to take a lunch break of a lesser period, being not less than 30 minutes, and in this case the Employee will be paid at the rate of Time and One-Half for the time worked during the Employee's regular lunch break.

- 14.2 (a) An Employee who is required to work overtime on any weekday for a period of 2 hours or more after the Employee's normal finishing time will be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the Employee's lunch break and the Employee will, unless the Employee was notified on the previous day or earlier that the Employee would be required to work such overtime, be paid a meal allowance as set out in *Annexure A* to this Agreement. Where notification to work overtime has been given on the preceding day or earlier and such overtime is then cancelled on the day such overtime was to be worked, an Employee will be paid a meal allowance as set out in *Annexure A* to this Agreement.
- (b) An Employee who on any weekday is recalled to work after having finished work for the day or who is called upon to work before the Employee's normal starting time and where such work does not continue up to the normal starting time will be allowed a paid crib break of 20 minutes for each 5 hours worked, calculated from the time of commencement of work or the end of the previous crib break, whichever applies.
- 14.3 (a) An Employee required to work on a Saturday, Sunday or public holiday will be allowed a paid crib break of 20 minutes for each 5 hours worked, calculated from the time of commencement of work or the end of the previous crib break, whichever applies.
- (b) An Employee required to work for a period of 8 hours between the hours of 6.30am and 5.30pm on a Saturday, Sunday or public holiday may be allowed the usual weekday lunch break and in that case the provisions of paragraph (a) of this subclause will not apply.
- 14.4 Employees working, whether permanently or from time to time, in or in connection with an industry or establishment where it is the custom to allow conditions relating to meal breaks, crib breaks or meal allowances different from those prescribed in this clause may, at the discretion of Rinker, be allowed such different conditions.
- 14.5 Meal breaks and other breaks will be taken to ensure compliance with statutory requirements pertaining to the completion of logbooks and correspond where possible with periods of non-productive time. Rinker will make use of the following provisions relating to meal breaks if so necessitated by the introduction of new statutory requirements:
- (a) On the days Monday to Friday, inclusive, each Employee (not being a shift worker) will receive and take one unpaid meal break of not less than 30 minutes nor more than 1 hour between 4 hours 40 minutes and 5 hours after commencement of work.
- (b) Each Employee (not working an afternoon or night shift) will receive a paid break of 10 minutes between 1.00pm and 2.30pm. This break will be

taken when Rinker directs it to be taken or, in the absence of such direction, according to the demands of work.

- (c) Each Employee working a shift in accordance with clause 13, Shift Work, of this Agreement will receive and take one meal break of not more than 30 minutes between 4 hours 40 minutes and 5 hours after the commencement of work.
- (d) Each Employee will have a paid break of 30 minutes to be taken between 4 hours 40 minutes and 5 hours after the completion of the meal break when required to work overtime.
- (e) Each Employee required to work on Saturday, Sunday or a public holiday will receive and take a 30-minute crib break to be taken between 4 hours 40 minutes and 5 hours from the commencement of work. Further crib breaks will be received and taken between 4 hours 40 minutes and 5 hours from the end of the preceding crib break.

## **15. FITNESS FOR WORK**

### **15.1 Fitness for work procedure**

- (1) Rinker will, after consultation with the Employees, implement a procedure that makes appropriate provision to deal with the fitness for work of Employees working at the Site, including provisions relating to Employees who are affected by fatigue, alcohol or drugs.
- (2) The procedure will include:
  - (a) strategies to protect Employees working at the Site from the harmful impacts of alcohol and drugs while they are at the Site;
  - (b) controls on the presence and use of alcohol and drugs at the Site during working hours; and
  - (c) strategies in regard to working arrangements to reduce the effect of fatigue on Employees at work at the Site.

### **15.2 Alcohol and drugs**

- (1) An Employee must not take alcohol or a drug into the Site except with the authority of the general manager.
- (2) An Employee must not drink alcohol or use a drug at the Site except with the authority of the general manager.
- (3) Before attending for work at the Site, an Employee must not drink alcohol or use a drug so as to cause the Employee to present a hazard to himself or herself or any other person at the Site.

- (4) A general manager or an authorised Rinker person who has reasonable grounds for believing that an Employee working at the Site:
  - (a) is under the influence of alcohol or a drug; and
  - (b) will be a hazard to the Employee's own safety or the safety of another person in performing the Employee's duties,must immediately order the Employee to leave the Site and cease work.
- (5) For the purpose of making a determination under subclause 15.2(4) of this Agreement, the general manager or authorised Rinker person may require the Employee to submit to a recognised test to determine the extent, if any, to which the Employee is under the influence of alcohol or a drug.
- (6) An Employee ordered to leave the Site pursuant to this clause must immediately comply with the order.
- (7) An Employee who fails to comply with an order immediately may be removed from the Site with the use of no more than reasonable force and will be subject to disciplinary action including dismissal.
- (8) An Employee who has reason to believe that a person at the Site:
  - (a) is under the influence of alcohol or a drug; and
  - (b) is working in an unsafe manner,must immediately report that person to a Rinker manager or supervisor.

## **16. SAFETY, HEALTH AND ENVIRONMENT**

### **16.1 Employees recognise their responsibility for improving workplace safety, health and environment ("SHE") and commit to:**

- (1) knowing and following the SHE requirements related to the job and workplace;
- (2) constantly reviewing the workplace for hazards and initiating appropriate corrective actions or reporting the hazard to the supervisor or manager;
- (3) reporting to work fit for duty; and
- (4) reporting all improper SHE practices observed at the workplace to the supervisor or manager.

## **17. PERFORMANCE BONUSES**

- 17.1 In addition to the wage increases as set out in clause 10 of this Agreement, the Employees will receive the following additional annual performance bonuses provided that the criteria set out in this clause are met:
- (1) 1% of Grade 2 VC5 Advanced Certificate rate should the Employee have no at fault motor vehicle accidents during the 12-month period; and
  - (2) 1% of Grade 2 VC5 Advanced Certificate rate should during the 12-month period the Employee's allocated vehicle achieve a 10% improvement on the previous 12-month period's Earnings Before Income and Tax ("EBIT"). EBIT figures will be available to Employees in respect of their allocated vehicle at any time upon request.
- 17.2 The performance bonus under subclause 17.1(2) will only be payable where the Employee also achieves the performance bonus under subclause 17.1(1) of this Agreement.
- 17.3 The performance bonuses under this clause are not cumulative and are calculated on the base wage exclusive of overtime and allowances.
- 17.4 Any bonus will be paid as a lump sum on the anniversary of the commencement date/s of this Agreement.
- 17.5 The 12-month periods to be measured for the purposes of this clause will be taken from the date of commencement of this Agreement (and the anniversary of such date thereafter).
- 17.6 The performance bonuses under subclauses 17.1(1) and 17.1(2) will only be paid where the Employee has been employed by Rinker for the previous 12 months.

## **18. SKILLS TRAINING**

- 18.1 The parties to this Agreement recognise that, in order to increase the competency, efficiency, productivity and competitiveness of Rinker, a commitment by the Employees to training and skill development is required. Accordingly, Employees will undertake training as required by Rinker. For concrete waste Truck drivers, this includes obtaining the necessary skills to operate a front-end loader for the purpose of loading Trucks at concrete plants if required.
- 18.2 Employees will undertake Occupational Health and Safety ("OHS") training as required by Rinker. This will include, but is not limited to, providing OHS Committee Training to OHS Committee Members within 3 months of an Employee's appointment as a member of the OHS Committee (subject to the availability of an appropriate training course), PaQs safety and awareness training and all requirements to maintain Trucksafe accreditation.

- 18.3 Rinker will provide induction training in accordance with the relevant induction procedure for all new Employees covered by this Agreement.
- 18.4 Rinker may provide employment relations training where Rinker considers it appropriate.

## **19. SALARY SACRIFICE**

- 19.1 Remuneration for Employees covered by this Agreement may be made up entirely of wages or, at the option of an Employee (other than a Casual Employee) and subject to the written consent of Rinker, wages and a superannuation contribution to the Rinker Australian Superannuation Fund. Wages and superannuation are the two components which will make up remuneration. The sum allocated to each component will be negotiated initially between Rinker and the Employee and thereafter renegotiated in accordance with this clause.
- 19.2 Should Rinker make a superannuation contribution in accordance with this clause, it will not, to the extent of that contribution, be liable to pay wages to the Employee under this Agreement or the Award.
- 19.3 The opportunity for an Employee to initially negotiate the components of remuneration as per subclause 19.1 of this Agreement will be in accordance with procedures determined by Rinker and may only be changed during the period specified in accordance with procedures established by Rinker. Thereafter, the opportunity to renegotiate with Rinker the components of remuneration as per subclause 19.1 of this Agreement will be available once a year at a time and in accordance with procedures determined by Rinker, and may only be changed during the period specified in accordance with procedures established by Rinker.
- 19.4 In the event of changes to relevant legislation to remove or alter Rinker's capacity to maintain the salary sacrificing arrangements pursuant to this clause, Rinker will be entitled to withdraw from these arrangements by giving notice to each affected Employee.
- 19.5 Rinker and Employee superannuation contributions to the Rinker Australian Superannuation Fund will be adjusted at the time any remuneration increase is received by the Employee.

## **20. DISPUTES PROCEDURES**

### **20.1 Procedure relating to grievances of individual Employees**

- (1) The Employee is required to notify (in writing or otherwise) Rinker as to the substance of the grievance, request a meeting with the Employee's



immediate supervisor or manager for discussions and state the remedy sought.

- (2) 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.
- (3) Reasonable time limits must be allowed for discussion at each level of authority.
- (4) At the conclusion of the discussion, Rinker must provide a response to the Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (5) While a procedure is being followed, normal work must continue.
- (6) The Employee may be represented by a representative of their choosing.

## **20.2 Procedure relating to disputes etc between Rinker and all Employees**

- (1) The dispute 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.
- (2) Reasonable time limits must be allowed for discussion at each level of authority.
- (3) While a procedure is being followed, normal work must continue.
- (4) The Employee may be represented by a representative of their choosing.
- (5) If the dispute cannot be resolved it will be referred to the Commission to attempt to resolve the dispute by conciliation and, if the parties agree, private arbitration.

## **21. COUNSELLING AND DISCIPLINARY PROCEDURES**

21.1 This clause will not apply where the actions and/or behaviour of an Employee are such as to constitute grounds for summary dismissal.

21.2 In cases where the actions and/or behaviour of an Employee are unacceptable to Rinker, the Employee will be counselled.

21.3 The following counselling procedure will apply:

- (a) The Employee will be verbally counselled in the presence of their representative if requested. Rinker will clearly identify the unacceptable actions and/or behaviour and advise on corrective measures and a review date.

- (b) Where the initial counselling has failed to correct the unacceptable actions and/or behaviour, a further review will occur, incorporating a final written warning to the Employee identifying the unacceptable actions and/or behaviour, corrective measures required and review date, and advising of subsequent steps which may be taken, including termination of employment.
- (c) If no change occurs by the review date, Rinker may consider the options of disciplinary leave or termination. After review of all the facts, Rinker may exercise the options available and direct the Employee on disciplinary leave or give notice of termination.
- (d) Where warnings have been made under the procedure prescribed and a subsequent review shows that the appropriate corrective measures have been taken, the warnings will be withdrawn after the expiration of a reasonable period.

## **22. FIRST AID**

- 22.1 An Employee appointed by Rinker to perform first aid duty will be paid an allowance as set out in *Annexure A* to this Agreement, in addition to the Employee's Ordinary Rate, for such appointment.
- 22.2 Rinker will provide first aid facilities at each establishment, yard or depot as required by the appropriate legislation.

## **23. NEW TRUCK CONFIGURATION TECHNOLOGY**

- 23.1 Prior to the introduction of new truck configuration technology, Rinker will consider, consult with the Employees and, if necessary, negotiate new wage rates associated with the new skill required to drive the same.
- 23.2 The term "new truck configuration technology" does not include upgrading or modifying existing trucks and/or increasing the tonnage of trucks and only includes B-Double Trucks and Maxi-Dogs which have a different configuration from Rinker's existing truck fleet and would require Employees to use higher or different skills than they currently use in order to drive them.

## **24. PICNIC DAY**

- 24.1 Easter Saturday will be recognised as a picnic day.
- 24.2 In addition to all other payments due, Employees will be paid an additional day's pay in the period in which Easter Saturday falls.
- 24.3 An Employee who is required to work on Easter Saturday will be paid at the rate of Double Time and One-Half for the actual time worked.

## **25. NOTICE BOARD**

25.1 Rinker will supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the workplace for Employee notices.

**Signed for and on behalf of Rinker Australia Pty Limited**



Name F. STEVENS

15 MARCH 2006

Date

**Signed for and on behalf of the Transport Workers' Union of ~~Australia~~,  
New South Wales Branch**



Secretary

Richard Ouse

Name

16-3-2006

Date

**ANNEXURE A**

**TRANSPORT INDUSTRY – QUARRIED MATERIALS (STATE) AWARD CLASSIFICATIONS**

| <b>Base</b>         | <b>Current Enterprise Rate</b> | <b>As at 1 January 2006</b> | <b>As at 1 January 2007</b> | <b>As at 1 January 2008</b> |
|---------------------|--------------------------------|-----------------------------|-----------------------------|-----------------------------|
| Grade 1 (Basic)     | \$619.35                       | \$644.12                    | \$669.88                    | \$696.68                    |
| Grade 2 VC1 (Basic) | \$623.93                       | \$648.89                    | \$674.85                    | \$701.84                    |
| Grade 2 VC1 (Cert.) | \$635.59                       | \$661.01                    | \$687.45                    | \$714.95                    |
| Grade 2 VC2 (Basic) | \$630.09                       | \$655.29                    | \$681.50                    | \$708.76                    |
| Grade 2 VC2 (Cert.) | \$641.75                       | \$667.42                    | \$694.12                    | \$721.88                    |
| Grade 2 VC3 (Basic) | \$640.37                       | \$665.98                    | \$692.62                    | \$720.32                    |
| Grade 2 VC3 (Cert.) | \$651.97                       | \$678.05                    | \$705.17                    | \$733.38                    |
| Grade 2 VC4 (Basic) | \$673.71                       | \$700.66                    | \$728.69                    | \$757.84                    |
| Grade 2 VC4 (Cert.) | \$685.45                       | \$712.87                    | \$741.38                    | \$771.04                    |
| Grade 2 VC4 (Adv.)  | \$697.04                       | \$724.92                    | \$753.92                    | \$784.08                    |
| Grade 2 VC5 (Basic) | \$681.44                       | \$708.70                    | \$737.05                    | \$766.53                    |
| Grade 2 VC5 (Cert.) | \$693.11                       | \$720.83                    | \$749.66                    | \$779.65                    |
| Grade 2 VC5 (Adv.)  | \$704.84                       | \$733.03                    | \$762.35                    | \$792.84                    |
| Grade 3             | \$803.04                       | \$835.16                    | \$868.57                    | \$903.31                    |

| <b>Allowances</b>    | <b>As at 1 January 2006</b> | <b>As at 1 January 2007</b> | <b>As at 1 January 2008</b> |
|----------------------|-----------------------------|-----------------------------|-----------------------------|
| 2 Tonnes Extra       | \$11.47                     | \$11.93                     | \$12.41                     |
| 2-4 Tonnes Extra     | \$22.95                     | \$23.87                     | \$24.82                     |
| 4-6 Tonnes Extra     | \$34.42                     | \$35.80                     | \$37.23                     |
| 6-8 Tonnes Extra     | \$45.89                     | \$47.73                     | \$49.64                     |
| Fares (per Day)      | \$2.50                      | \$2.60                      | \$2.70                      |
| Meal                 | \$8.60                      | \$8.94                      | \$9.30                      |
| First Aid (per Week) | \$10.29                     | \$10.70                     | \$11.13                     |