

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/283

**TITLE:** Pioneer Country Concrete Drivers Enterprise Agreement 2000

**I.R.C. NO:** 2001/5736

**DATE APPROVED/COMMENCEMENT:** 11 September 2001/1 August 2000

**TERM:** 28 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 12 October 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged as Maxi Truck Drivers in New South Wales

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

**THIS ENTERPRISE AGREEMENT** is made on the 1<sup>st</sup> day of June 2001 between:

**PIONEER CONSTRUCTION MATERIALS PTY LTD** of Level 5, 75 George Street, Parramatta (hereinafter referred to as the Employer ) of the one part; and

**THE TRANSPORT WORKERS UNION OF AUSTRALIA, NSW BRANCH** of 388 Sussex Street Sydney (hereinafter referred to as the Union) on behalf of the employees covered by this Agreement.

**NOW THE PARTIES AGREE AS FOLLOWS:**

**1. TITLE**

This Agreement shall be known as "Pioneer Country Concrete Drivers Enterprise Agreement 2000".

**2. STATUS OF AGREEMENT**

- 2.1 The parties agree to enter into this Enterprise Agreement which shall have a duration of twenty eight (28) months commencing 1<sup>st</sup> August 2000 and expiring on 31 December 2002 and will apply to all employees employed by the Employer as Maxi Truck Drivers in New South Wales outside the Sydney Metropolitan region as administered by the Employer. The employees will have their terms and conditions of employment regulated by the Transport Industry Mixed Enterprises (State) Award and the Enterprise Agreement. Where there is any inconsistency between the Award and this Agreement then this Agreement shall prevail.
- 2.2 The parties shall commence negotiations for the next Enterprise Agreement three (3) months prior to the expiry of this Agreement.
- 2.3 During the term of this agreement, the rates of pay will totally cover all allowances relating to building sites to which deliveries are carried out.
- 2.4 Pioneer Construction Materials Pty Ltd is an Equal Opportunity Employer and the mention of his also refers to her gender where applicable in this Agreement.

**3. OBJECTIVES OF AGREEMENT**

- 3.1 To ensure that the Country Concrete Transport team is highly responsive to customer requirements.
- 3.2 To improve flexibility of manning to allow the Country Concrete Transport fleet to achieve improved productivity and cost effectiveness.
- 3.3 To achieve multi-skilling and improve interchangeability of drivers with other functions within the Country Concrete business.

- 3.4 To promote continuous improvement in skills, knowledge and professionalism through training and consultation, and ensure greater responsibility and accountability of employees, particularly towards customers, safety, the environment and quality.

#### **4. DEFINITIONS**

For the purposes of this Agreement:-

- 4.1 "Mobile Unit" means truck and agitator
- 4.2 "Maxi Truck Driver" means a person engaged by the Employer principally to deliver concrete in a truck/agitator. The employee must have satisfactorily completed the Pioneer Transport Driver Training Induction Program.

#### **5. HOURS OF WORK**

- 5.1 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.
- 5.2 Ordinary hours of work under this Agreement may be worked between the hours of 7.00 am and 6.00 pm on any one day Monday to Friday with individual employees having staggered start times as required.
- 5.3 Starting times will be notified by the end of the previous days' work or with 24 hours notice where there was no work on the previous day.
- 5.4 Company trucks will occupy a place in the cyclic starting roster on the same basis as LODs

#### **6. MEAL BREAKS**

- 6.1 It is agreed between the parties that meal breaks shall be taken in such a way as to allow for the continuity of operation of concrete production and distribution.
- 6.2 Employees shall take a meal break between the hours 11.00 am 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
- 6.3 The existing "no lunch" penalty payment will remain in operation for the period of this agreement provided however that the parties agree that there shall be no abuse of the penalty. It is acknowledged and agreed that if there are so many claims on the no lunch penalty as to constitute abuse, then Pioneer will seek to abolish the penalty at the commencement of the next EBA.

## **7. PAYMENT OF WAGES**

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

## **8. MULTI-SKILLING**

- 8.1 To ensure continuity of customer service, following consultation staff or other employees may deliver concrete, provided that the work is within the skill and competency of the employee. This clause will only be utilised in circumstances of genuine emergency. If the genuineness of the emergency is disputed then the Disputes Procedure will be applied.
- 8.2 Drivers may be required to carry out any duties relating to the overall supply of ready-mixed concrete, including but not limited to, Driving, Batching, Dispatch functions, testing, cleaning of yards and drivers rooms, maintenance, concrete spillage clean up, and administration paperwork, provided that those duties are within their skill, competence and training and do not promote de-skilling. The Mixed Functions clause in the Award will apply according to its terms.
- 8.3 Drivers will be required to perform the duties referred to in appendices A and B of this Agreement.

## **9. ROSTERED DAYS OFF ("RDO")**

- 9.1 RDO's will be taken as even one whole or two half days at any time by mutual agreement.
- 9.2 Employees may accumulate up to Twelve (12) RDO's in any one (1) calendar year. Accumulated RDO's shall be dealt with as follows:
- (i) all drivers have the right to bank their RDO's and receive the cash value of those RDO's at ordinary time rates of pay at Christmas time
  - (ii) The employee and employer may agree for the employee to take the accumulated RDO's in a block. In such a case the timing of the employee taking the RDO's shall be within one (1) month of notification or at another designated time by mutual agreement
  - (iii) Any RDO's accumulated under this EBA must either be cashed or taken in the calendar year in which they fall due.
- 9.3 On a day where manning requirements are low the company may advise an employee to take an accumulated RDO (to a maximum of TWO FULL DAYS per year), and if so advised the employee may leave immediately with the usage of only half an RDO, the balance of four (4) hours to be paid as normal. The advice must be given within two (2) hours of the employee starting on the particular day.

## **10. UNIFORM ISSUES**

At commencement of employment, an employee will receive a double uniform issue. Thereafter an employee is entitled to uniform replacement on a fair wear and tear basis.

## **11. ANNUAL LEAVE**

The period from Christmas to February often involves lower customer demand, and if as a result less trucks are utilised, and if insufficient volunteers are available, the Company will require employees to take annual leave at this time in accordance with the provisions of the Annual Holidays Act.

## **12. SICK LEAVE**

- 12.1 Employees may be required to furnish a satisfactory Medical Certificate to the employer in respect of any claim for sick leave other than the first two sick leave days in any one year. For either/both of the first two sick leave days a statutory declaration may be required.
- 12.2 An employee will make every effort to inform management, **prior** to his starting time, of his inability to attend for duty to enable alternate arrangements to be made to avoid interruption to deliveries.

## **13. PART-TIME EMPLOYEES**

- 13.1 A part-time employee means a permanent employee who is engaged to work a regular number of hours in each week which shall not exceed thirty two hours except in the circumstances where the part-time employee is relieving a weekly employee.
- 13.2 The spread of ordinary hours shall be the same as those prescribed for full time permanent employees.
- 13.3 Such employees shall be paid an hourly rate of one thirty-eighth of the weekly rate and on a pro rata basis shall be entitled to other allowances where applicable.
- 13.4 An employee engaged on a part time basis shall be entitled to payment in respect of annual leave, long service leave, public holidays, sick leave, and compassionate leave as provided within the parent award on a proportionate basis.

#### **14. CASUAL EMPLOYMENT**

- 14.1 Employees may be engaged on a casual day by day basis.
- 14.2 Casual employees will generally be engaged only when required as a result of injury, sickness, annual leave or absentee replacement, or business over flow.
- 14.3 The minimum engagement shall be four (4) hours.

#### **15. PROCESS IMPROVEMENT**

- (i) Both parties shall be committed to achieving quantifiable improvements in processes of production and delivery of concrete.
- (ii) Continuing improvement in these processes will have the aims of meeting the quality expectations of customers and minimising costs of delivery for the business.
- (iii) Drivers are to assist with dropping off trucks for after hour servicing requirements in the most cost effective way.
- (iv) Drivers are to be cost effective by refueling outside peak workloads.
- (v) Drivers shall act in a professional, courteous and safe manner towards other road users.
- (vi) Drivers are to participate in paid training to reduce transport accident costs.
- (vii) Drivers shall fully comply with company policy on delivery documentation with legible signatures for delivery and waiting time.

#### **16. RELIEF STAFF AND STAFF TRANSFERS**

- 16.1 At commencement of employment each Employee will be directed to work in a designated zone of concrete plants operated by the Employer (hereinafter referred to as "the designated area"). This designated area will be agreed to with each individual employee and will be placed on his personnel file.
- 16.2 Employees may be directed by the Employer to transfer to any plant operated by the employer within the designated area and such transfer will not entitle the employee to any additional payment provided the transfer is within a radius of 20 kilometres from the base plant of the employee. Provided further that the transfer may be on a daily, weekly, fortnightly or permanent basis. Where the transfer is outside the 20 kilometre radius then the kilometre rate prescribed by the award

- 16.3 Where an Employee is employed specifically for the purposes of relieving other absent Employees then the Employee may be directed to any plant operated by the Employer at any time, and travel allowances will be paid as per the award.

## **17. DISPUTES RESOLUTION PROCEDURE**

Subject to the Industrial Relations Act 1996 (NSW) 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 subject of discussions between an organiser of the Union and the Transport Manager.
- (c) Should the dispute still remain unresolved 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 Commission 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 will jeopardise his personal safety or the safety of others he shall advise Company Management before ceasing work.

## **18. RATES OF PAY**

- 18.1 Trainee Drivers shall be paid in accordance with grade 4 classification in the Award. Slump allowance will not be paid during the training period.
- 18.2 Upon the signing and subsequent ratification by the Commission of this Agreement Maxi Truck Driver employees will receive a base weekly rate of \$507.00 which represents a 2% increase in recognition of the provisions of this EBA.
- 18.3 Covered by this Agreement are :-
- Crib Allowance (20 minutes)
  - Cash Collection
  - No Lunch Claims

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

- 18.4 Tea Money will only be payable if a driver has to work longer than TEN hours from the drivers start time.

from the drivers start time.

18.5 An additional increase of 1.5 % of the base wage in Clause 18 of this Agreement will be paid where the employee is deemed proficient and able to perform any FOUR of the following skills:-

- Batch concrete (internally accredited)
- Be an accredited Order Taker. (internally accredited)
- Despatch concrete at the plant (internally accredited)
- Be internally accredited as a concrete field tester
- Have a current First Aid Certificate
- Have a current Front End Loader license
- Be appointed to the Regional Safety Committee
- Receive a satisfactory Customer Service Rating (internally assessed). Note: this criterion is worth TWO skill ratings when considering whether a driver has achieved the FOUR necessary skills.

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

The abovementioned increase of 1.5% will be paid from 1 August 2000 strictly on the proviso that employees agree no training offer made by the company will be unreasonably refused by an employee. If an employee unreasonably refuses a training offer then that employee will only receive a 2% wage increase from August 2001 rather than the 3.5% increase provided in clause 18.6. and will also be offered counseling and assistance in an effort to help the employee accept the training.

18.6 A further increase of 3.5% of the base wage will operate from August 2001 subject only to the proviso contained in the last paragraph of clause 18.5 above.

18.7 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.

## **19. DRIVER TRAINING**

Any employee driver utilised for the purpose of DRIVER TRAINING providing

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| Registered<br>Enterprise Agreement<br><br>Industrial Registrar |
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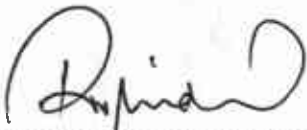
training education of the operation of the mobile unit will be entitled to an allowance of \$13.00 per day to a maximum of five days per week.

Time sheet must be marked DRIVER TRAINING and endorsed by a Manager or Supervisor.

To qualify as an internally accredited Driver Trainer the employee driver must have had a minimum of two (2) years mobile unit experience with the Employer and be deemed suitable as a DRIVER TRAINER by the Employer.

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

SIGNED for and behalf of  
PIONEER CONSTRUCTION  
MATERIALS PTY LTD  
COUNTRY CONCRETE



(Date) 3rd July 2001.

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) In the presence of:  
) (WITNESS)  
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(Date) 3rd July 2001.

SIGNED for and behalf of  
TRANSPORT WORKERS UNION OF  
AUSTRALIA (NSW) BRANCH



(Date)

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) In the presence of:  
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1/6/01.



**MINOR AGITATOR MAINTENANCE- HYDRAULIC  
DUTIES TO BE CARRIED OUT BY DRIVERS**

**CHECK:**

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

**MAINTAIN:**

Oil and filters - external (i.e. report on damage or need to change)  
Hoses (oil and water)  
Mixer water pump (i.e. report on damage or need to change)  
Gearbox grease  
Grease rollers and chute jack if required.

**CLEANLINESS OF MIXER:**

Maintain mixer appearance to a standard acceptable to Management.

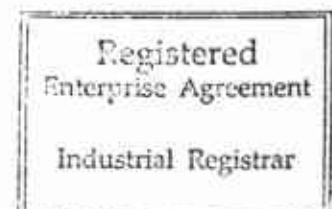
Carry out inspection for excess concrete on the inside and outside of mixer, and cab chassis.

Report when build-up is required to be removed (de-dagged).

Report when blade and flight wear requiring maintenance attention.

**PAINT:**

Minor touch up of paintwork on the catwalks, "A" frame, barrel and chassis.



**MINOR TRUCK MAINTENANCE  
DUTIES TO BE CARRIED OUT BY DRIVERS**

**CHECK:**

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 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

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

**PAINT:** Minor touch up of paintwork on the catwalks, hubs, rims and chassis.

