

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/157

TITLE: Pioneer Country Butchers Enterprise Agreement 2001

I.R.C. NO: 2002/1283

DATE APPROVED/COMMENCEMENT: 28 March 2002/1 May 2001

TERM: 1 May 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002

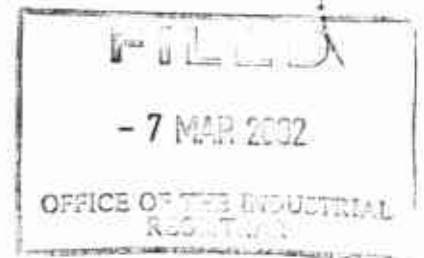
DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the company employed in country batch plants in New South Wales

PARTIES: Pioneer Construction Materials Pty Ltd -&- The Australian Workers' Union, New South Wales



ENTERPRISE AGREEMENT

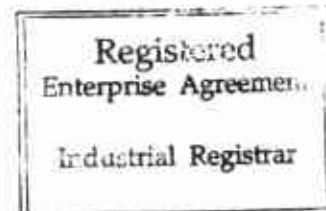
THIS AGREEMENT is made on the 26 day of NOVEMBER 2001 between:

PIONEER CONSTRUCTION MATERIALS PTY LIMITED ACN _____
of level 5, 75 George Street, Parramatta in the State of New South Wales [hereinafter referred to as "the Company"] of the one part; and

THE AUSTRALIAN WORKERS UNION, NEW SOUTH WALES BRANCH of 16-20 Good Street, Granville in the said State for and on behalf of the employees of the Company covered by this Agreement.

This Agreement is made pursuant to the provisions of Chapter 2 Part 2 of the Industrial Relations Act 1996 (NSW).

The parties hereto hereby agree as follows:



1. TITLE

This Agreement shall be known as the Pioneer Country Butchers Enterprise Agreement 2001.

2. STATUS AND SCOPE

- 2.1 This Agreement shall apply to all employees of the Company employed in country batch plants in New South Wales (outside the Sydney Metropolitan Area as defined) and whose classifications are contained in Clause 6 Wages and Classification of this Agreement.
- 2.2 This Agreement is exclusive to the parties. Where there is any inconsistency between the provisions of this Agreement and the provisions of the Concrete Mixers Central Batch Plants & etc (State) Award then the provisions of this Agreement shall prevail.

3. EXISTING FLEXIBILITY

The workplace flexibilities arising from the previous Enterprise Agreements between the parties are deemed to continue during the life of this Agreement.



4. ROSTERED DAYS OFF

Employees covered by this Agreement shall have the option to obtain the cash value of up to six accrued RDOs per annum on the following basis: -

- (i) The employee must indicate to the company ~~either at plant manager level or~~ area manager level that he wishes to cash some RDOs.
- (ii) The cash value of up to six accrued RDOs may be obtained by the employee no more than 14 days prior to Christmas as it is the intention of this clause to provide the employee with extra money for the Christmas break.
- (iii) In order to exercise the option to cash up to six accrued RDOs the employee in question must have a good attendance record.
- (iv) No employee may cash more than six RDOs per annum.

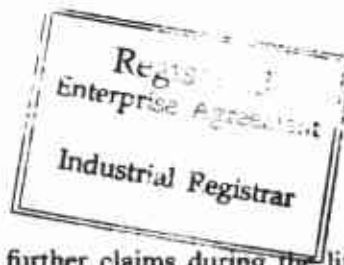
5. KEY PERFORMANCE INDICATORS

- 5.1 The key performance indicators listed in Appendix A to this Agreement shall apply in each area on the basis that no more than 3 can apply in the area in question.
- 5.2 The parties to this agreement acknowledge and agree that the key performance indicators relevant to the area will continue to be monitored and recorded by the employees but will play no part in wage increases under this Enterprise Agreement.

6. WAGES AND CLASSIFICATIONS

- (i) A wage increase of 3% will take effect from 1 May 2001.
- (ii) A second wage increase of 3% will take effect from 1 May 2002.
- (iii) The following rates of pay will apply under this agreement.

Classifications	Base Rate	First 3% Increase	Second 3% Increase
Batcher	\$604.99	\$623.13	\$641.82
Field Tester	\$596.85	\$614.75	\$633.19



7. NO FURTHER CLAIMS

- 7.1 The Union and the employees agree to make no further claims during the life of this Agreement
- 7.2 Where there is any National or State Wage Case increase or Safety Net payment or any other award increase occurring during the life of this Agreement such increases or payments will not apply to employees covered by this Agreement.

8. TERM AND OPTION

- 8.1 This Agreement will commence on 1st May, 2001 and will remain in operation for a period of two (2) years thereafter.

9. DISPUTES PROCEDURE

- (i) Where a dispute occurs it shall be the subject of discussion between the parties concerned in an attempt to resolve it.
- (ii) If the dispute remains unresolved the employee(s) concerned may seek to involve the union to assist in resolution.
- (iii) If the dispute remains unresolved the matter may be referred by either party to the Industrial Relations Commission of New South Wales.
- (iv) During any dispute work shall continue free of bans, limitations or stoppages.

Signed for and on behalf of
**PIONEER CONSTRUCTION
MATERIALS PTY LTD**
in the presence of:

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Signed for and on behalf of
the **AWU** in the presence of:

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APPENDIX A

KEY PERFORMANCE INDICATORS

1. TRUCK LICENCE

A batcher may apply for a Class 3B drivers licence to enable the batcher to drive a concrete truck.

To meet the KPI the employee must apply for and gain the intermediate licence (in the first 12 months following the application) and progress to obtain the 3B licence in the second 12 months.

2. TRUCK UTILISATION

Batchers can directly improve the performance of a plant by working in such a way that a substantive improvement in truck utilisation through more effective loading is obtained i.e. less trucks are used to achieve the most optimum result.

KPI is met if:

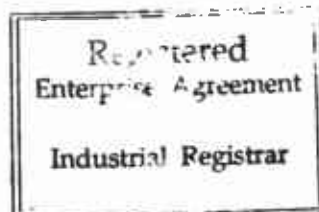
- (i) an increase in average load size is achieved; or
- (ii) truck utilisation is improved by an agreed figure per vehicle at the plant concerned, or
- (iii) on all pours of 40m³ or greater, trucks are loaded to their maximum capacity. The only exceptions to this being for spillage considerations or safe working practice.

NOTE: At no time shall a truck be loaded beyond its legal carrying capacity.

3. CREDIT RISKS

Employees can assist the company in avoiding bad debts and credit risks by being careful with procedures i.e. carefully reading the Stop Credit List and not sending loads to individuals on that list unless cash arrangements are first made.

KPI met if stop credit infringements by batchers are reduced to zero.



4. CORRECT PAPERWORK

Where care is taken with the paperwork for each order and load then there should be few occasions where customers need to raise a request for Credit as a result of incorrect plant paperwork..

KPI met if the rate of Requests for Credit arising from incorrect plant paperwork is reduced by 50%.

5. QUALITY

Quality issues can be directly affected by the input of the individual batcher (e.g. checking raw materials for visible problems at point of delivery, keeping stone moist on a hot day, notifying management of raw materials problems if detected).

KPI met if defective loads delivered to site (being the result of failure to observe visible problems or negligent batching) are eliminated.

6. BANKING

Cash and cheques must be banked on the day of receipt. Providing the plant has the facility the tele-check function must be utilised immediately an order is taken (subject to the guidelines issued by the Area Manager regarding tele-checking).

KPI is met if these procedures are not breached.

7. MAINTENANCE

Each batch plant has a maintenance schedule for all plant and equipment.

KPI is met if the batch plant basic maintenance schedule is completed properly and adhered to.

