

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/233

TITLE: Hymix Australia Pty Limited Concrete Cartage Agreement

I.R.C. NO: IRC5/628

DATE APPROVED/COMMENCEMENT: 25 February 2005 / 11 October 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/218.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Hymix Australia Pty Limited, engaged to cart premixed concrete or batched materials at the Company's Mayfield, Toronto, Rutherford and Belmont Concrete Plants. The agreement relates to the classification of Concrete Agitator Vehicle Driver and employees who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award; Transport Industry (State) Superannuation Award; and Transport Industry - Redundancy (State) Award.

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

HYMIX AUSTRALIA PTY LIMITED CONCRETE CARTAGE AGREEMENT

1. Introduction

1.1 Title

This Agreement is entitled the Hymix Australia Pty Limited Concrete Cartage Agreement. (this Agreement).

1.2 Parties

The parties to this Agreement are:

- (a) Hymix Australia Pty Limited (the Company);
- (b) The Transport Workers' Union of Australia, New South Wales (the Union).
- (c) And shall be binding on any and all employees whether a member of the Union or not of the Company employed by the Company to cart premixed concrete or batched materials (the concrete) at the Company's Mayfield, Toronto, Rutherford and Belmont Concrete Plants (the employees).

1.3 Enterprise for which Agreement is made

This Agreement is made in respect to the enterprise known as Hymix Australia Pty Limited and any successor.

1.4 Trades or Occupations

This Agreement relates to the trade or occupation of concrete agitator vehicle driver.

1.5 No Duress

This Agreement is made between the parties without any duress.

1.6 Term of Agreement

This Agreement shall have a nominal term of twenty-four (24) months from 11 October, 2004. The parties agree that discussions for a following agreement shall commence approximately three (3) months prior to the expiry of this agreement.

2. Award Terms and Conditions

2.1 Relationship to Awards

This Agreement overrides to the extent of any inconsistency and clause sub-clause or provision of:

- (a) Transport Industry - Mixed Enterprises Interim (State) Award;
- (b) Transport Industry (State) Superannuation Award; and
- (c) Transport Industry - Redundancy (State) Award.

2.2 Non-applicable Award Conditions

Despite 2.1 above the following Clauses of the Transport Industry Mixed Enterprises (State) Award shall not apply to the employees:

- (a) Clause 8 Hours of Employment - (8.1) Day Work;
- (b) Clause 19 Collecting Monies;
- (c) Clause 20 Carrying Monies;
- (d) Clause 21 Employees Carrying Salt'
- (e) Clause 22 Obnoxious Materials;
- (f) Clause 10 Limitation of Overtime - (10.1) and (10.2);
- (g) Clause 27 Unions Picnic Day;
- (h) Clause 18 Meals;
- (i) Clause 45 Uniforms and Protective Clothing; and
- (j) Clause 30 Terms of Employment - (30.1) and (30.2);

3. Conditions of Employment

3.1 Performance of employees' duties

Employees must carry out their duties:

- (a) With due care and skill in a proper, thorough and professional manner;
- (b) Safely, and in accordance with the Company's safety requirements;
- (c) In accordance with the day to day operational directions given by the Company from time to time;
- (d) In accordance with any written directions or procedures manual or other specifications the Company provides from time to time.

3.2 Non Driving Duties

The Company may direct an employee to perform:

- (a) Such duties as are within the limits of the employee's skill, competence and training;
- (b) The maintenance and cleaning of the yard and amenities;
- (c) General plant maintenance of which the employee is capable;
- (d) Minor vehicle and mixer maintenance;
- (e) Cleaning of both the inside and the outside of vehicle and mixer including the dedagging of the mixer;
- (f) Driving a front end loader as directed to fill ground bins, wash out pits and general yard cleanliness.

3.3 Front End Loader

The cost of permits or licences required to drive a front end loader will be paid by the Company.

4. Driving of Vehicle

An employee must:

- (a) Not use or operate the vehicle in a careless, reckless or dangerous manner;
- (b) Not drive the vehicle under the influence of alcohol or of a drug which might adversely affect driving performance;
- (c) Drive the vehicle in compliance with all relevant laws;
- (d) Provide at any time on the request of the company their current Road Transport Authority driver's licence print out - the cost of such print out will be borne by the Company; and
- (e) Drive the vehicle to a standard that is satisfactory to the Company's accredited driver trainer.

5. Loading and Delivery of Concrete

5.1 Plant

An employee must:

- (a) Report available for work at the employee's home plant;
- (b) Immediately after loading deliver the concrete without delay to the address stated on the delivery docket and return after delivery to whatever plant the Company instructs;
- (c) NOT when delivering the concrete stop the vehicle on the way to the job address for any reason except in an accident, mechanical emergency or to check the slump; and
- (d) Take the shortest practicable route to the delivery address and then to the plant.

5.2 Checking of Load

After loading the vehicle and before leaving the plant, an employee must:

- (a) Check that the slump of the load when fully mixed will be, upon delivery, within the tolerance of the slump specified on the delivery docket;
- (b) Immediately report to the Company plant supervisor if the employee thinks that the slump will not comply with the specification; and
- (c) Check that the concrete specified on the docket is the same as the concrete in the mixer for those characteristics that can be visually checked. For example, load size and aggregate type.

5.3 Slump in Transit

The employee must take reasonable care of the slump after the vehicle has left the plant. Except where the Company has notified the employee that the customer has instructed that no water is to be added after leaving the plant, the employee may add water to the concrete as he thinks fit but must:

- (a) Adjust the concrete to within the tolerance of the slump specified on the delivery docket;
- (b) Ensure the water is fully mixed through the load before arriving at the delivery site;
- (c) Obtain the signature of the customer for all water added at the customer's request.

5.4 Unloading

An employee must discharge the concrete at the delivery site in the manner and position reasonably directed by the customer. The employee must use every reasonable effort at the delivery site:

- (a) To obtain from the customer the signatures required by the Company; and
- (b) To collect payment from COD customers for all concrete charges and must hand all money he collects to the Company's plant supervisor upon his return to the plant and obtain the signature of the plant supervisor for the receipt of the money.

5.5 Defective Slump

Repeated non-compliance to the slump tolerances as set down in the Australian Standards for slump control, indicating carelessness or negligence to an unreasonable level, will result in termination of the relevant employees' employment.

6. Classification

6.1 Grade

An employee must be classified in one of the following grades:

- (a) Transport Worker Grade Three

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of two-axle rigid vehicles with a gross vehicle mass of over 4.5 tonnes; driver of forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes; driver of a straddle truck.

- (b) Transport Worker Grade Four

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of three-axle rigid vehicles; drivers of forklifts with a capacity of over 9 tonnes and up to 15 tonnes; and

- (c) Transport Worker Grade Five

Employees appointed to this grade can be required to perform any of the following functions for which they have been trained: driver of four-axle rigid vehicles; driver of articulated vehicles with a total of three axles; driver of rigid vehicle-trailer combinations with a total of three axles; driver of forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

7. Remuneration

7.1 Wages - full time employees

A full-time employee must be paid per week from the first full pay period after the date of registration of this Agreement a 4% increase effective from 11 October, 2004.

A full-time employee must be paid per week from the first full pay period after 11 October, 2005 a further 4% increase.

7.2 Wages - casual employees

All casuals engaged under this agreement will be paid the agreement rate plus the casual allowance.

7.3 Slump Allowance

In recognition of the skill and responsibility in controlling and maintaining slump (refer clauses 5.2, 5.3 and 5.5 above) and employee must be paid an amount of .49 cents per hour up to a maximum amount of \$18.72 per week. This hourly rate is applicable to actual hours worked rather than ordinary hours.

This allowance:

- (a) Is NOT to be taken into account for the purposes of calculating overtime;
- (b) Is not required to be paid to an employee who has not had at least three (3) months service with the Company provided that at the Company's discretion it may be payable after one (1) months' service to employees who have had extensive prior experience in the operation of concrete vehicles.

7.4 Training - Transit Mixer

An employee driver utilised for the purpose of training a person in the operation of a transit mixer will be entitled to an allowance of \$20.00 per day of training, to a maximum of five days per week. The time sheet must be marked "Driver Training" and signed by a Manager or Supervisor. To be considered eligible to conduct training, the employee must have had a minimum of two years experience with the employer, and/or be deemed suitable as a trainer by the employer.

7.5 Payment of Wages

Wages must be paid weekly by electronic funds transfer to a bank, building society or credit union account of the employee.

8. Hours of Employment

8.1 Ordinary Hours of Work

Subject to Sub Clause 8.5 the ordinary hours of work shall be an average of thirty eight (38) hours per week with a maximum of eight (8) hours ordinary time per day (exclusive of meal breaks) worked over a cycle of four (4) consecutive weeks. Such ordinary hours are to be worked between 7 am to 6 pm Monday to Friday inclusive.

8.2 Starting Times

- (a) Employees must be notified of when they will be required to start their ordinary hours of work by notice posted for 7 days at the plant.
- (b) Employees unable to start work must notify the plant before their nominated start time.

8.3 Unforeseen Changes to Starting Times

If after having notified an employee of when they will be required to start work and the Company becomes aware that to meet its customer demands the said starting time is no longer appropriate, the Company must contact the employees by telephone no later than the night before up to 9.00 pm to notify the employees of a change in starting time. If the Company is unable to contact the employee his previously notified starting time will remain. This clause does not require the driver to be on stand by and only applies to commencing work in overtime hours outside of the spread of ordinary hours in Sub Clause 8.1.

8.4 Overtime

Because of the nature of the premixed concrete industry it is acknowledged that a reasonable amount of overtime must be worked for the Company to satisfy its customer demands.

An employee:

- (a) May be required to work for a continuous period of 14 hours, or such period as may be prescribed by the Motor Traffic Act from time to time excluding meal breaks, from the time of commencing work each day;
- (b) May be required to work on Saturdays, Sunday and public holidays; and
- (c) May be required to work up to 20 hours per week of overtime exclusive of meal breaks, which is deemed to be a reasonable amount of overtime.

8.5 Rostered Time Off

An employee is required to work up to 40 ordinary hours per week. The ordinary hours worked in excess of 38 per week shall accumulate and be taken as paid time off work by the hour, half day or full day as agreed between the employee and the Company subject to clause 8.6 below.

Rostered time off may be accumulated with no limit as to the amount of time accumulated provided there is agreement between the Company and employee.

Accumulated rostered time off must be paid out on termination, or any time at the request of the employee and by agreement with the Company, provided that the employee maintains a balance of 38 accrued rostered hours off. Such payment of accumulated rostered time off shall be at the ordinary time rate. Payment for rostered time off cancels the corresponding right to take the rostered time off.

8.6 Building Industry Picnic Day

As per Clause 11 of this Agreement.

8.7 Meal Breaks

An employee must subject to Clause 8.8 receive a lunch break each day:

- (a) To be of thirty minutes duration;
- (b) Without pay;
- (c) Taken between the hours of 11.00 am and 2.00 pm;
- (d) Taken between loads at a time suitable to the Company's production demands.

8.8 No Lunch Break

If due to the operational demands on any particular day it is not practical in the Company's view to give an employee a 30-minute lunch break the employee must be paid for the actual hours worked on the day and shall record N/L (no lunch) on the time sheet. This is for the purpose of payment only and does not circumvent any requirements of the road transport acts. Refer clause 8.10.

8.9 Crib Money

- (a) An employee working in excess of then (10) hours on any day from Monday to Friday, excluding Public Holidays, shall be entitled to a further payment of 20 minutes at double time rates.
- (b) For each five (5) hours worked on a Saturday, Sunday or Public Holiday an employee must receive a further payment of 20 minutes pay at double time rates.

8.10 Short Breaks

Any short breaks taken during the course of any day shall only be taken at a time suitable to the Company's production demands. No additional payment will be made for these short breaks.

8.11 Meal Allowance

An employee working in excess of ten hours on any day shall be entitled to a payment of \$10.04 as a meal allowance.

8.12 Additional Sick Leave

An employee under this Agreement shall be entitled to an additional two (2) days sick leave bringing the total days per year to 10 days. These days will be subject to all the same conditions as set out in Clause 36. Sick Leave of the Transport Industry - Mixed Enterprise Interim (State) Award and are cumulative.

9. Medical Examinations

9.1 The Company:

- (a) Will require prospective employees to undertake a medical examination by a qualified and practising medical practitioner prior to the Company offering employment;
- (b) May require current employees to undertake medical examinations by a qualified and practising medical practitioner at the Company's request from time to time;
- (c) Must make result of such examinations available to the employee concerned;
- (d) May terminate the employment of anyone considered medically unfit for work or unable to safely drive the vehicle;
- (e) Must treat all medical records with the strictest confidence; and
- (f) May nominate the medical practitioner and must bear all associated expenses.

10. Probationary Employment

10.1 Probationary Period

All new employees shall be employed on a probationary period of one month or some other reasonable period identified to the person prior to employment commencing.

The Company may, in its absolute discretion, and without any reason being given, either confirm the employee's continued employment or terminate the employee's employment.

11. Picnic Day

An employee must receive one day each year as a paid holiday to be observed on Building Industry Picnic Day taken on the first Monday of December or any day determined as a successor to that day.

12. Clothing

12.1 Uniforms

An employee must:

- (a) Be provided with a uniform of a style and quality suitable to the Company;
- (b) Have their uniforms replaced, when worn out, on an exchange basis; and
- (c) Wear the uniform provided.

12.2 Boots

Where an employee receives the boot allowance, the employee must provide suitable work boots approved by the Company.

After completing the probationary period of one month, all permanent employees will have the option of receiving a boot allowance of \$2.60 per week or being supplied with boots by the Company. Opportunity to change only at Company discretion.

12.3 Protective Items

When required the Company must supply:

- (a) Gloves;
- (b) Eye protection;
- (c) Hearing protection;
- (d) Wet weather gear;
- (e) Safety helmets; and
- (f) Sun hats and sunscreen.

12.4 Watches

The employee must provide and wear an accurate watch.

13. Site Allowances

13.1 Allowances Not to be Paid

Where a site allowance is paid to persons working on a building or construction site that the employees are required to drive to or on, that allowance shall not be paid to the employees.

14. Home Plant

14.1 Identification of Home Plant

At the commencement of employment each employee will be allocated to work regularly from a particular plant in the Newcastle area which shall be known as their home plant. The Company may change an employee's home plant by giving the employee seven (7) days' notice of the change.

15. Written Directions, Procedures Manual Or Other Specifications

When the Company from time to time provides an employee with any written directions, procedures manual or other specifications, the employee shall make himself aware of and familiar with such written directions, procedures manuals or other specifications and in particular any new requirements arising from the said material.

16. No Disadvantage

- (a) During the term of this Agreement, the Company agrees to pay the higher wage rate of either those rates nominated in Clause 7.1 of this Agreement, or the wage rates applicable to the Awards as nominated in Cause 2.1 of this Agreement.

17. Disputes Procedure

17.1 Procedures relating to grievances 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.

17.2 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 discussions 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 industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

SIGNATORIES TO THE AGREEMENT

For and on behalf of HYMIX AUSTRALIA PTY LIMITED and in the presence of:

For and on behalf of the Transport Workers' Union of Australia, NSW Branch and in the presence of: