

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/200

TITLE: Pioneer Technical Services Eastern Region Testers Agreement

I.R.C. NO: IRC3/3643

DATE APPROVED/COMMENCEMENT: Approved 11 July 2003/Commenced 11 July 2002

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 7 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Pioneer Construction Materials Pty Ltd who are testers (laboratory and field) and laboratory technicians employed by the company in the Sydney metropolitan and Bass Point areas who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Award

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

PIONEER TECHNICAL SERVICES EASTERN REGION TESTERS AGREEMENT

This Enterprise Agreement Is Made On TheDay Of2002 Between:

Pioneer Construction Materials Pty Ltd Of Level 5, 75 George Street, Parramatta Of The One Part And

The Australian Workers Union Of 16-20 Good Street, Granville On Behalf Of The Employees Covered By This Agreement.

Clause No.	Subject Matter
1.	Title
2.	Status Of Agreement
3.	Objectives Of Agreement
4.	Work Flexibility
5.	Hours Of Work
6.	Meal Breaks And Meal Allowance
7.	Payment Of Wages
8.	Multi Skilling
9.	Training
10.	Rostered Days Off
11.	Uniform Issues
12.	Annual Leave
13.	Sick Leave
14.	Recalls/Cancellations
15.	Part-Time Employees
16.	Term And Casual Employees
17.	Overtime
18.	Safety And The Environment
19.	Disputes Resolution Procedure
20.	Rates Of Pay

Now The Parties Agree As Follows:

1. Title

This Agreement shall be known as the "Pioneer Technical Services, Eastern Region Tester's Agreement 2002".

2. Status of Agreement

- 2.1 The parties agree to enter into the Enterprise Agreement which shall have a duration of three (3) years commencing 1 July, 2002 and will apply to all testers (laboratory and field) and laboratory technicians employed by the company in the Sydney metropolitan and Bass Point areas. The employees will have their terms and conditions of employment regulated by the Central Batch Plants (State) Award and the Enterprise Agreement. Where there is any inconsistency between the Award and Agreement, the Agreement shall prevail. The Award shall apply wherever the Agreement is silent.
- 2.2 Pioneer Construction Materials Pty Ltd is an equal opportunity employer and the mention of "his" can also refer to "her" gender where applicable in this agreement.

3. Objectives of Agreement

To provide a challenging and rewarding team environment for all employees concerned.

To continue to improve productivity, flexibility, cost-effectiveness and customer service, through employees who are competent, committed, professional and customer focused.

To formalise the expectations of management and employees in the performance of their duties.

To promote multi-skilling and improve interchangeability with other functions within Technical Services, Eastern region.

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, environment and quality.

To ensure teamwork and effective interaction with other functional areas within the division.

To ensure the provision of excellent customer service, through the recognition of the importance of customers both external and internal, and through comprehensive communication of their requirements.

4. Work Flexibility

Employees covered by this Agreement agree to be flexible in the performance of their duties so that all job functions necessary for the success of the Sydney concrete division operation are carried out by the employees. The company will ensure that all employees are treated fairly and in return the employees will ensure that all job functions are completed to agreed standards and within agreed deadlines. Both parties will ensure that a high degree of integrity is maintained at all times.

5. Hours of Work

- 5.1 The ordinary hours of work shall be 38 per week, worked Monday to Friday.
- 5.2 Ordinary hours of work under this Agreement will be between the hours of 5.30am and 5.30pm on any day Monday to Friday inclusive, with individual employees having different starting times in accordance with the provisions of Clause 5.3.
- 5.3 Starting times may be notified by the end of the previous days work, or at 24 hours notice where there was no work on the previous day. Where no notification is given, the start time will be as required to provide customer service to allocated testing jobs (if before 6.30am), or at 6.30am otherwise. Start times after 6.30am will be notified at least 24 hours prior to the new start time. These requirements may be changed by mutual agreement. Ordinary hours will commence at each days start time.
- 5.4 Start times prior to 5.30am will be subject to normal overtime provisions, unless arranged by mutual agreement with the employee concerned.
- 5.5 Employees will be expected to be available for work on a reasonable number of Saturdays to meet operational requirements, with a minimum three (3) hour start.

6. Meal Breaks and Meal Allowance

For testers working in the field, ordinary hours will be 8 hours continuous from starting time as per Clause 5.4. No fixed lunch break will be taken and continuity of service to the customer will be maintained at all times. Overtime beyond this 8 hours will only be worked when required.

A meal allowance will only be paid if an employee works to or later than 5.30pm or after 10 or more hours from the start of their requested time, which ever occurs first.

7. Payment of Wages

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

8. Multi Skilling

- (i) To ensure continuity and effectiveness of Technical Services, Eastern Region, staff or other employees may perform testing and other work to assist, provided that the work is within the skill and competency of the employee.
- (ii) Testers will be required to carry out any testing activity in the field or in the laboratory and any duties relating to the provision of a Technical Services meeting or exceeding customers requirements, including but not limited to, internal laboratory testing and other activities, site addition of admixtures, training other employees and administration paperwork, provided that those duties are within their skill and competence. The rates of pay described in this agreement cover all activities. Employees engaged in other duties continuously for periods exceeding one week will be paid at the appropriate rate for those duties. Management undertakes not to take advantage of this condition by regular, intermittent job changing to duties attracting a higher pay rate.
- (iii) Multiskilling is a major aspect of this agreement. Performing other functions is fundamental to employment and employees will be required to undertake duties if competent and skilled. This applies even when employees have not attained sufficient skills/competencies to qualify for additional payment. (Refer Clause 20).

9. Training

Employees required to attend training organised by the employer outside of ordinary hours shall be entitled to receive payment for such attendance, provided that the time and length of such training is by mutual consent between employee and employer.

10. Rostered Days Off

- (i) RDOs may be taken as one (1) whole or two (2) half days at any time by mutual agreement (i.e. both the company and the employee must agree).
- (ii) RDOs may be accrued to form a "bank".

If more than five (5) days are in the "bank", the company may:-
 - (a) pay out any RDOs in excess of five (5) days, at normal rates of pay;
 - (b) have employees take RDOs on low demand days (e.g. wet weather, work cancellation etc) provided the employee is notified before the end of the previous days work.
 - (c) instruct the employee to take a block of five (5) RDOs. Timing will be by agreement, but not later than one month after notification.
- (iii) On a day where manning requirements are low, the company may instruct unless otherwise agreed, an employee to take an accumulated RDO, and if so instructed 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 company instruction to take the RDO must be given within two (2) hours of the employee starting on the particular day.
- (iv) An employee may take the option of working on all RDOs and receive payment for them, if agreed to by the company. This option may be changed later by the employee but only by agreement with the company.

- (v) Any employee may be required to work on the first Monday in December and if so, will be paid at ordinary rates but will be entitled to an agreed day off in lieu.
- (vi) Only accrued RDO's can be taken.

11. Uniform Issues

Replacement of previously issued uniforms will be on the basis of replacement of returned worn out items, subject to reasonable care of issued clothing being exercised by the employee. Issues will be conducted at a maximum of twice a year.

12. Annual Leave

~~If for some reason (s) an employee has accumulated excessive annual leave, the Company and the employee may agree to payment for annual leave in lieu of taking leave, provided that the employee retains an accumulated annual leave balance of at least 20 days immediately following such a payment.~~

Clause deleted on 03 December 2002 in agreement with Tester Representatives (Mr John Aloe and Mr Bob Bygrave) and Pioneer Management.

13. Sick Leave

- (i) Employees shall 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.
- (ii) An employee will inform management, prior to this starting time, of his inability to attend for duty to enable alternate arrangements to be made to avoid interruption to operations.
- (iii) The existing agreement with reference to payout of accumulated sick leave shall apply only to existing employees in full time positions prior to 2 July, 1999. However, their entitlement of days will be frozen from 2 July, 1999. If these employees retire or are retrenched they will be paid the "frozen" accumulation of days at the date at which they cease employment. The frozen accumulation of days can be drawn on for sick days if needed and hence reduce the accumulation payout. When used in this way the days cannot be re-accrued. This agreement does not apply to new employees.

For the purpose of this clause, retire means only age retirement or bona fide medical retirement. This benefit does not apply to resignation or dismissal.

14. Recalls/Cancellations

The company in its absolute discretion may direct an employee either to return to work after completion of ordinary hours when the employee has left the job site or to return to work for a prearranged out of hours concrete pour. In these circumstances the following provisions shall apply: -

- (i) Where an employee is recalled to work, after finishing his ordinary hours and having left the last job site, he will be entitled to two (2) hours minimum at the appropriate rate.
- (ii) If an employee returns to work for a prearranged out of hours concrete pour he will be entitled to three (3) hours minimum at the appropriate rate.

15. Part-Time Employees

- (a) A part-time employee means a weekly 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.
- (b) The spread of ordinary hours shall be the same as those prescribed for weekly employees.
- (c) 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.
- (d) 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.

16. Term and Casual Employees

Casuals will be used as necessary to replace employees for reasons of illness, RDO's, annual or long service leave, or any excess workload. Casual employees will generally be hired for a continuous period not exceeding four (4) weeks, unless needed to cover extended leave, illness etc.

Casual minimum engagement shall be four (4) hours per day.

Term employees will be engaged for specific periods to cover workload etc. and the employment will cease at the end of the specified period. Payment to these employees will be on the same basis as permanent employees. The maximum period will be for six (6) months, with a maximum of two (2) periods.

17. Overtime

Where an employee cannot have at least ten (10) hours off duty between the work of successive days, award rules regarding double rates and release from work shall apply. If this situation may occur the employee must inform management prior to leaving work, and seek instruction regarding the starting time for the next day. Whenever possible the employee will be started so that a ten (10) hour break is provided.

18. Safety and the Environment

All employees covered by this agreement shall have a commitment to working safely and protecting the environment, and shall be pro-active in identifying and reducing potential hazards and environmental dangers in the workplace.

19. Disputes Resolution Procedure

The parties to this Agreement shall follow this procedure to avoid industrial disputes and it is agreed that in all cases the customers of Pioneer shall receive primary consideration and a 48 hour cooling off period shall apply.

The Employer recognizes the role for the employee's representative in the resolution of disputes. To perform their representative role in the dispute resolution, employee's representatives will be permitted sufficient time and assistance including access to telephone, facsimile machine.

- (a) Where a matter arises which is likely to cause a dispute the Employee concerned shall take the matter up with the Laboratory Supervisor who will if unable to resolve the matter take it to the Laboratory Manager within 48 hours. The Employee may ask the representative to accompany him. Both parties should endeavour to resolve the matter at the local level.
- (b) Should the matter remain in dispute the Laboratory Manager should take the matter up within 24 hours with the Technical Manager. If the matter still remains in dispute a meeting should be held between Pioneer Management, the employee's representative(s) and the employee. Other parties involved may attend to this meeting.

- (c) A reasonable time shall be allowed between each step in the procedure, however, steps (a) to (b) should be carried out within seven (7) calendar days.
- (d) Should the matter remain in dispute it may be referred to the Industrial Relations Commission of NSW for further proceedings in accordance with the Act.
- (e) While this procedure is being followed work shall continue without any ban, limitation or interruption.

20. Rates of Pay

Under this agreement, the weekly rates of pay will be:

Effective From	Weekly Pay Rate	
	Field Testers	Field Technicians
1 July, 2002	\$624.79	\$649.78
1 July, 2003	\$643.53	\$669.28
1 July, 2004	\$662.84	\$689.35

These rates are inclusive of the Industry Allowance payable. All payments under this agreement will fully absorb any National or State increases or other award increases or changes which occur during the life of this agreement and will fully compensate employees for any allowances paid under any site agreement for all general construction sites, both building and infrastructures, excluding strategic/key infrastructure projects e.g. M5, Western Orbital, Cross City Tunnel, etc.. With respect to strategic/key infrastructure projects the parties have the right to negotiate the payment of a applicable site allowances prior to the commencement of the project, provided that if agreement is reached, it will be binding on both parties for the duration of the project.

These rates of pay will apply to all testers and laboratory technicians. Laboratory testers/technicians will be required to maintain reasonable productivity and performance, personnel performance will continually be managed.

There are two levels of technical personnel, Field Testers / Laboratory Technicians and Field Technicians, the number of positions available in each category are 7 (Seven) Field Tester / Laboratory Technician positions and 3 (Three) Field Technician positions. In order for a Field Tester / Laboratory Technician to qualify for a position of a Field Technician should a vacancy occur, they must be competent in minimum of 9 (Nine) of the following skills/competencies, these must include 1 (one), 11 (eleven), one of 2 (Two) or 5 (Five), one of 6 (Six) or 8 (Eight). Appointment of Field Technicians will be based strictly on a position being available, the qualification, competencies and performance of the individual.

An employee who achieves competency in at least six (6) of the following skills/competencies will be paid an additional 2% over the Field Tester / Laboratory Technician rates.

The Skills / Competencies are:

1. Laboratory testing of compression and flexural strength specimens (i.e. measure, weigh, cap, test and record results for compressive and flexural strength specimens) including the preparation and testing of concrete cores.
2. Data entry of sampling and testing data from field sheets (for permanent laboratory staff only).
3. Current First Aid Certificate.

4. Company acknowledged ability to train other employees - accreditation will be similar to the "Plant Operator Trainer Accreditation" scheme.
5. Company acknowledged ability to audit testing activities.
6. Concrete Trial Mixes:- Including the preparation, carrying out, evaluation, manufacture of test specimens and reporting of concrete trial mixes and their results.
7. Specialised concrete testing:- including concrete drying shrinkage, AAR testing, Creep Testing,
8. Specialised aggregate testing:- including wet/dry strengths, particle size distribution, material finer than 75um, unit mass, bulk density, atterberg limits, sodium sulphate soundness, water absorption of course and fine materials, sample preparation, organic impurities, clay & fine silt %, ALD, particle shape / elongation and air quality testing
9. Maintaining a testing laboratory in accordance with NATA registration requirements e.g. Servicing and Calibration of equipment, monitoring curing tank temperatures, being familiar with and operating in accordance with laid down procedures and work methods.
10. Allocation of Field Testing:- Scheduling of daily contract and QC testing requirements and the allocation of field testers.
11. Supervision of concrete delivery including the production of specialized concrete's e.g. High strength, High Performance, Self Compacting concrete, etc and the supervision of testing services.
12. Maturity testing of concrete including the setting up of temperature monitoring equipment, sampling and setting up of maturity test specimens, downloading and reporting of results.

The company will provide training and assessment in all the relevant areas.

An allowance of \$7.50 per week can be paid for the provision of a mobile phone at the employee's expense and in working order at all times provided that Pioneer advises the employee that it wishes to use that phone for communication.

Signed for and on behalf of)	
PIONEER CONSTRUCTION)	
MATERIALS PTY LTD)	
.....)	
Date:)	
Signed for and on behalf of)	
THE AUSTRALIAN WORKERS)	
UNION)	
)	
Date:)	