

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/59

TITLE: Readymix Holdings Pty Limited Albion Park Workshop Enterprise Agreement No.1 2003

I.R.C. NO: IRC3/5945

DATE APPROVED/COMMENCEMENT: 26 November 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 26 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the Albion Park Quarry at Wollybutt Drive, Albion, NSW, 2527 operated by Readymix Holdings Pty Limited in respect of maintenance trades employees employed in the workshop and covered by the Quarries, &c. (State) Award

PARTIES: Readymix Holdings Pty Limited -&- Terry Bryant, Wayne Hunt, Shane Ingram, Gareth Thomas

**READYMIX HOLDINGS PTY LTD ALBION PARK WORKSHOP
ENTERPRISE AGREEMENT
NO. 1 2003**

Clause No. Subject Matter

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1. Title

- 1.1 This agreement shall be known as the Readymix Holdings Pty Limited Albion Park Workshop Enterprise Agreement No. 1 2003 (“Agreement”).

2. Application

- 2.1 This Agreement shall apply to the Albion Park Quarry at Wollybutt Drive, Albion Park, New South Wales, 2527 (“Site”) operated by Readymix Holdings Pty Limited (“Readymix”) in respect of maintenance trades employees employed in the workshop and covered by the Quarrying Industry (State) Award (“Award”) (“Employees”).

3. Parties

- 3.1 This Agreement shall be binding on:

- (1) Readymix; and

(2) the Employees.

4. Relationship to Award

4.1 This Agreement shall be read in conjunction with the Award.

4.2 Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

5. Term

5.1 This Agreement Shall Come Into Operation on the Date It is Approved By the Industrial Relations Commission of New South Wales (“Co mmission”) and Shall Remain in Force for a Period of 36 Months.

6. No Extra Claims

6.1 The Employees will not make any extra claims in respect of industrial matters whether covered by this Agreement or not for the duration of the Agreement.

7. Review

7.1 The parties agree to review this Agreement no later than 3 months prior to the end of its term. In the review, the parties shall examine the effective operation of this Agreement and the benefits of entering into a further enterprise agreement.

8. Commitment and Objective

8.1 The parties to this Agreement are committed to ongoing improvements in productivity, efficiency and flexibility which in turn will continue to increase Readymix’s competitiveness and offer secure and worthwhile employment for the Employees.

8.2 Readymix has a business need to continually improve and grow so that it becomes more competitive. Readymix has developed a vision of the type of business it wants and the critical elements necessary to transfer that vision to a reality.

8.3 It is the objective of this Agreement for the parties to continually implement the following Readymix 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 well-being 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. Communication

9.1 All Employees may be required at Readymix’s direction to attend communication sessions to discuss the contents, requirements and obligations under this Agreement.

10. Disputes Procedure

10.1 A procedure for the avoidance of industrial disputes and Employee grievances shall apply to the Site.

- 10.2 The objective of the procedure shall be to promote the resolution of disputes / grievances by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 10.3 Employees should obtain permission from their manager or supervisor prior to leaving their workstation when following this procedure. Such permission shall not be unreasonably withheld.
- 10.4
- (1) Procedures relating to grievances between individual Employees and Readymix
- (a) The Employee concerned is required to notify (in writing or otherwise) Readymix as to the substance of the grievance, request a meeting with Readymix 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, Readymix 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.
- (2) Procedures relating to disputes between all Employees and Readymix
- (a) A question, dispute or difficulty must initially be dealt with as close to its sources as possible, with graduated steps for further discussion 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.
- 10.5 There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- 10.6 Reasonable time limits shall be allowed for the completion of the various stages of the discussions. At least 7 days should be allowed for all stages of the discussions to be finalised.
- 10.7 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Commission for assistance in resolving the dispute.
- 10.8 In order to allow for the peaceful resolution of grievances and disputes, the parties shall be committed to avoid industrial action, including stoppages of work, lock-outs or any other bans or limitations on the performance of work, while the above procedure is being followed.
- 10.9 Readymix shall ensure that all practices applied during the operation of the procedure are in accordance with its occupational health and safety obligations and consistent with established custom and practice at the Site.

11. Compliance with Previous Agreements and Awards

- 11.1 The parties will ensure that the commitments and requirements arising from previous agreements and awards are met and are the starting point for further improvements to be made during the term of this Agreement.
- 11.2 The previous agreements and awards referred to in 11.1 are:
- (1) the CSR Limited trading as The Readymix Group Sydney Construction Products and Country Divisions Quarries Enterprising Bargaining Framework Award 1994;
 - (2) the CSR T/A The Readymix Group Country Division South Coast Quarries Enterprise Arrangement No. 2 (State Award 1995);
 - (3) the CSR Limited (T/A Readymix) Cooma Road Quarry and Bungendore Quarries Enterprise Agreement 1997; and
 - (4) the CSR LTD trading as CSR READYMIX Country Division ACT & South Coast Quarries Enterprise Agreement 2000.

12. Wage and Weekly Allowances Increases

- 12.1 The following wage and weekly allowances increases shall apply to the Employees. Expense-related allowances are not to be increased unless adjusted in the Award.
- 12.2 The wage and weekly allowances increases in this Agreement shall comprise of 3 stages:
- (1) Stage 1
From the first pay period on or after 9 August 2003 a 4% increase shall be paid to the Employees.
 - (2) Stage 2
From the first pay period on or after 9 August 2004 a 4% increase shall be paid to the Employees.
 - (3) Stage 3
From the first pay period on or after 9 August 2005 a 4% increase shall be paid to the Employees.
- 12.3 The Schedule to this Agreement details the wage and weekly allowances increases.

13. Transfers

- 13.1 During the life of this Agreement Readymix may require Employees to work at its Penrith Quarry, Readymix will prior to doing so gain the Employees' agreement.

14. Electronic Funds Transfer

- 14.1 Payment of wages shall be paid weekly by Electronic Funds Transfer into an account nominated by the Employee.

15. Casual Employees

- 15.1 a Casual Employee is One Engaged and Paid as Such. a Casual Employee Shall be Paid 1/38 of the Weekly Rate Plus 15% for All Work Performed Plus 1/12 for Annual Leave, Provided that This Clause Shall Not be Used to Make Current Permanent Employees Casuals.

16. Increased Flexibilities

- 16.1 Employees shall undertake duties and tasks as directed, provided such Employees have the skills, competence and training to perform such tasks as directed.
- 16.2 The Employees are committed to co-operate with and undertake all relevant training as directed by Readymix to meet the needs of the business.
- 16.3 Readymix shall ensure that the provisions of the Award relating to Employees' classifications are adhered to when implementing this clause.

17. Competency Recognition and Development

- 17.1 A skills matrix will be developed by the parties. The skills matrix will identify the required competencies necessary at the Site. Each Employee will be assessed to determine the competencies held. Where there is a gap between the competencies held and those required by Readymix, this will form the basis of an enterprise-training plan.
- 17.2 Where an Employee undertakes training that is required by an enterprise training plan and that training is approved by Readymix, the Employee shall, as far as practicable, attend the approved training during the Employee's normal hours of work.
- 17.3 An Employee attending approved training will be entitled to receive the same remuneration that they would have received for any duties they would have been required to perform if they were not attending approved training.
- 17.4 Readymix will be responsible for paying all costs related to Employees attending approved training including any licensing fees and reasonable travel costs.

18. Rostered Days Off

- 18.1 Rostered days off shall be taken by agreement to suit the needs of Readymix and Employee(s) concerned. Such agreement shall not be unreasonably withheld by either party.

19. Hours of Work and Starting Times

- 19.1 The ordinary spread of hours shall be from 6.00am to 6.00pm Monday to Friday inclusive.
- 19.2 Starting times fixed in accordance with the spread of hours in 19.1 may be varied by Readymix to suit the needs of the business.
- 19.3 For the purpose of clause 4.7 (overtime) subclause (2) Rest Period after Overtime of the Award, the relevant time period for consecutive hours off duty shall be 9 hours.

20. Picnic Day

- 20.1 The picnic day may be taken on an alternate day other than the scheduled day by agreement between Readymix and Employee(s) concerned.

21. Meal and Crib Breaks

- 21.1 Employees shall stagger the taking of their meal and crib breaks to ensure continuous production throughout the shift as determined by Readymix in consultation with the Employee(s) concerned.

22. Fitness for Work

- 22.1 The parties recognise the importance of the provisions stated in Section 31 of Part 3, Division 2 of the Mines Inspection General Rule 2000, in force under the Mines Inspection Act 1901, and are committed to development and implementation of practical solutions to meet these obligations.

23. Apprenticeships

- 23.1 Readymix recognises the importance of succession planning and the maintenance of skills. To this end Readymix may engage apprentices subject to operational requirements and needs of the business. The system of employing apprentices will be open to review as and when Readymix requires.

24. Safety, Health and Environment

- 24.1 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 the Site;
 - (2) constantly reviewing the Site 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 Site to the supervisor or manager.

25. Performance Bonuses

- 25.1 In addition to the wage and weekly allowances increases as set out in clause 12 and the Schedule of this Agreement, Employees will receive the following additional annual performance bonuses provided that the criteria as set out in this clause are met:
- (1) 1% of Quarry Tradesman Level 4 rate, should the Employee have no recordable injuries during the 12-month period. A recordable injury is any injury with the classification of Medical Treatment (MT), Restricted Work (RW) or Lost Time (LT) - category 2, 3, 4 & 5;
 - (2) 1% of Quarry Tradesman Level 4 rate, should the Employee have nil rework during the 12-month period; and
 - (3) 1% of Quarry Tradesman Level 4 rate, should during the 12-month period the Site achieve a 10% improvement on the previous 12-month period’s Earnings Before Income and Tax (“EBIT”). EBIT figures will be available to Employees the subject of this Agreement in respect of their operation at any time upon request.
- 25.2 The performance bonus under 25.1(2) will only be payable where the Employee also achieves the performance bonus under 25.1(1).
- 25.3 The performance bonus under 25.1(3) will only be payable where the Employee also achieves the performance bonus under 25.1(1).
- 25.4 The performance bonuses under this clause are not cumulative and are calculated on the base wage exclusive of overtime and allowances.
- 25.5 Any bonus will be paid as a lump sum on the anniversary of the commencement date/s of this Agreement.
- 25.6 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).

26. Salary Sacrificing

- 26.1 Remuneration under this Agreement and the Award may, by the operation of this Agreement, be made up entirely of wages or, at the option of an Employee (other than a casual Employee) and subject to Readymix’s prior agreement, wages and a superannuation contribution to the relevant Readymix 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 Readymix and the Employee and thereafter renegotiated in accordance with this clause.

- 26.2 Should Readymix make a superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the Employee under this Agreement, or the Award.
- 26.3 The opportunity for an Employee to initially negotiate the components of remuneration as per 26.1 above shall be available once per year at a time and in accordance with procedures determined by Readymix and may only be changed during the period specified in accordance with procedures established by Readymix.
- 26.4 In the event that changes in relevant legislation, tax office rulings or determinations remove or alter Readymix's capacity to maintain the salary sacrifice arrangements pursuant to this clause, Readymix will be entitled to withdraw from these arrangements by giving notice to each affected Employee.

27. Employee Duty of Care

- 27.1 It is agreed as part of this Agreement that Employees will take particular care to avoid the following:
 - (1) lateness when reporting for shift;
 - (2) early knock-off at crib and end of shift;
 - (3) extended crib breaks;
 - (4) poor cleanness and housekeeping; and/or
 - (5) damage to equipment that has been attributed to operator neglect.

28. Maintenance of Workshop Equipment and Plant

- 28.1 In addition to routine maintenance (ie. daily servicing of machinery) all Employees are to fill out daily Log Books on each machine with records to be maintained in the machine and a copy handed to the Manager/Supervisor weekly. Such records will include Fuel Usage, Tyre Pressures, Oil Usage and General Maintenance. A complete Machine History File, Service and Maintenance Register will be maintained by the Manager/Supervisor.
- 28.2 Preventive maintenance systems for fixed plant will require daily and weekly inspections using check sheets to record, document and plan regular maintenance. All maintenance will be carried out by Employees who have the necessary skills and competency to carry out the specific tasks. Contractors will be utilised to carry out specialised maintenance tasks at the discretion of Readymix.

29. Teamwork

- 29.1 The parties to this Agreement are committed to the continuous development of teamwork.

Readymix Holdings Pty Limited	_____
Gareth Thomas	_____
Wayne Hunt	_____
Shane Ingram	_____

Terry Bryant

DATED

26th September 2003

SCHEDULE OF WAGE AND WEEKLY ALLOWANCES INCREASES

Award Classification	4% increase(first pay period after date of approval of Agreement by Commission)	4% increase(first pay period 12 months after date of approval of Agreement by Commission)	4% increase(first pay period 24 months after date of approval of Agreement by Commission)
Quarry Tradesperson Level 2	\$711.12	\$739.57	\$769.15
Quarry Tradesperson Level 3	\$714.65	\$743.23	\$772.96
Quarry Tradesperson Level 4	\$742.04	\$771.72	\$802.59
Weekly Allowances			
In charge of plant	\$12.04	\$12.52	\$13.03
Leading hand 2 – 5	\$17.90	\$18.61	\$19.36
Leading hand 6 – 10	\$25.34	\$26.36	\$27.41
Leading hand 11 – 20	\$35.91	\$37.35	\$38.84
Leading hand > 20	\$46.48	\$48.34	\$50.27
Tool allowance	\$12.84	\$13.36	\$13.89