

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/301

TITLE: CSR Construction Materials Tweed Quarry Certified Agreement
1998-1999

I.R.C. NO: 98/5069

DATE APPROVED/COMMENCEMENT: Approved 9 October 1998 and commenced 1 August 1998

TERM: 31 August 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are engaged pursuant to the Quarrying Industry (State) Award at the company's Tweed quarry

PARTIES: CSR Construction Materials a division of CSr Limited -&- The Australian Workers' Union, New South Wales



WITHOUT PREJUDICE



1998 / 1999 Certified Agreement Tweed Quarry

16th July 1998 Version III

1. Title

This Agreement shall be known as the CSR Construction Materials Tweed Quarry Certified Agreement 1998/1999

2. Arrangement

<u>Clause</u>	<u>Subject Matter</u>
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2.	Arrangement
3.	Application of and parties to this agreement
4.	Date and Duration of Agreement
5.	Relationship to Parent Award
6.	Productivity Improvements - General
7.	Measures to Improve Safety, Quality, Productivity and Efficiency
8.	Improvements from previous agreements
9.	Equal Employment Opportunity
10.	Dispute Resolution Procedure
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13.	Technology
14.	Conditions of Employment
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Appendix B	Salary Schedule
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3. Application And Parties To The Agreement

This agreement shall apply to and be binding upon CSR Limited trading as CSR Construction Materials ("the company") in respect to its quarrying operations at Tweed Quarry; The Australian Workers Union (AWU), NSW and all the employees of the company who are engaged in any of these occupations or callings described in Appendix B and who are members or eligible to be members of the union.

4. Date and Duration of Agreement

If This agreement is signed and certified, it shall operate from the 1st of August 1998 and shall remain in force until the 31st of August 1999. This agreement shall continue to be binding on the parties hereto beyond this date until replaced by another certified agreement.

The parties agree to review this agreement in it's entirety no later than (8) weeks prior to the date of expiry. The parties also agree to monitor progress to goals as outlined below in clause 7.0.

New agreements may be negotiated in future. There is no requirement for future agreements to be effective immediately following the expiry of this agreement and any negotiated pay rises from this or previous agreements would not be retrospective.

5. Relationship to Parent Award

This agreement shall be read and interpreted solely in conjunction with the following award:

- The Quarrying Industry (State) Award (NSW)

This agreement shall prevail over the above award to the extent of any inconsistency.



6. Productivity Improvement - General

The company has developed a broad framework to help with improving the performance of the business. Every employee is important to the company in the process of continuously improving the way we do things, in order to better satisfy our customers' requirements, to facilitate the increase of the quality of our products and the efficiency with which we produce them.

The company's Challenge 2000 program is the platform of our quality improvement system.

Key performance indicators and appropriate targets have been set under this program.

All employees will continue to receive any additional training requirement to promote the philosophies of continuous improvement and problem-solving skills required in order for team members to participate in improvement process.

7. Measures to Improve Safety, Quality, Environment & Efficiency

Key areas have been identified in the company's operation as measures designed to effect real and demonstrable gains in safety, productivity, environmental performance and efficiency. These key areas are listed in the company's annual business plan as amended from time to time and employees agree to work towards achievement of the goals set out in the business plan.

The company recognises the broad range of skills which employees already exhibit and will endeavour to encourage employees to acquire additional skills where necessary and to utilise them to the fullest extent of their competence.

The parties to the agreement agree to set up a FOCUS process whereby key performance goals, as set out in the business plans, are discussed at the start of the financial year with each production team and actions for improvement plans are set out for each team (and individual team members where applicable).

These actions and tracking of results against key performance goals will be included for discussion at team meetings regularly and a final review of results done at the close of the financial year.

Key performance Indicators for Tweed Quarry are attached as Appendix C

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8. Improvements from previous Agreements

All parties agree that improvements made as a result of provisions of previous Tweed Quarry certified agreements are to be sustained and locked into site processes for future benefit to the business in order to maintain the previous agreement Salary conditions

9. Equal Employment Opportunity

The parties recognise that all employees have the right to a productive, harassment free and fulfilling working life.

The parties further recognise that any form of discrimination based on gender, race or political viewpoint will not be tolerated at Tweed Quarry.

10. Dispute Resolution Procedure

10.1 This Procedure for the avoidance of industrial disputes and employee grievances shall apply at Tweed quarry

10.2 The object of this 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 Any employees or delegates should first obtain permission from their manager or supervisor prior to leaving their work station to consult with the employer, Such permission shall not be unreasonably withheld. All union business related to the procedure may be conducted by the employee in the employer's time as long as the supervisor is contacted and permission granted

10.4. (a) Individual grievance procedures are as follows:

- (i) Employee is required to notify the employer in writing of the reason for a grievance requesting a meeting for bilateral discussions and state the remedy sought
- (ii) Any such grievance should be dealt with as quickly and as close to the source of the problem to reduce the risk of disharmony amongst the team. Discussion should follow graduated steps and where required go to a higher authority to allow facilitation of a timely resolution. I.e. Supervisor First, Quarry Manager second and then (if required) Area Manager.
Time limits with a reasonable time frame should be allowed for discussion at each level of authority
At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy
- (v) While this procedure is being followed, normal work must continue
- (vi) The employee may be represented by an industrial organisation of employees.



(b) Procedures relating to disputes between employers and employees:

- (i) A good question, dispute or difficulty 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. The main principle is to solve disputes with as short a time frame as practicable.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) While this procedure is being followed, normal work must continue.
- (iv) 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.

10.5 All Parties agree to adhere to this procedure. This shall be facilitated by the earliest possible advice by one party to the other of any issue, grievance or problem which may give rise to a dispute

10.6 Reasonable time limits shall be allowed for the completion of the different stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised.

10.7 Emphasis should 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 Industrial Relations Commission of NSW for assistance in resolving the dispute subject to the Commission having jurisdiction over these matters.

10.8 In order to allow the peaceful resolution of grievances and disputes the parties shall agree to be committed to avoid industrial action including any stoppages of work, lock-outs or any other bans or limitations on the performance of work while the above procedure is being followed

11. No extra Claims

The parties agree that there shall be no extra claims relating to wages and conditions of employment during the period of this agreement.

12. Training and Employment Development

All parties agree to participate in skills assessment program, conforming to the National Guidelines for the extractive industry, to assess the levels of competency required for industry employees. All training and pay classification rates thereafter will be competency based.

All parties to this award recognise their commitment to training and retraining on the job.

13. Technology

All parties agree that new technologies will be supported to achieve the objectives of the company. This includes the implementation and subsequent use of the SAP computer software and other efficiency based improvement systems.

14. Conditions of Employment

The following conditions of employment shall be applied for this Certified Agreement



14.1 Long Service Leave

Structured as per Quarry Award NSW with entitlement increased to:

- From August 1st 1998 (Subject to signing of this agreement), LSL accruals will be at the following rates:
 1. 1.0 weeks per year of continuous service since 1st August 1998
 2. 1.4 weeks per year of continuous service since 1st August 1998 once 15 years of service from that date has been reached
- LSL accrued before the certified start to this agreement will be paid according to the NSW quarry Award rates

14.2 Annual Leave Loading

An employee shall receive a loading of 25% pay for annual leave pay which has accrued in the 12 months to the 31st of December each year starting from August 1998 (if agreement certified).

Provided that this payment shall not exceed a ceiling of \$1000.00 per year. The payment of loading shall be paid in December each year.

In circumstances of termination between August and December, the annual leave loading accrued at 30 June shall be paid on termination. Furthermore, the loading shall apply on proportionate leave on termination provided that the employee has one month's service on a pro-rata basis for the length of employment.

14.3 Contract of Employment

Either the employee or the company may terminate the contract of employment by giving the appropriate notice, or the appropriate salary in lieu of notice may be paid or forfeited as the case may be. The appropriate notice shall be four weeks; provided that in the case of an employee over 45 years of age and who has completed at least 2 years continuous service the notice period is increased by one week. The scale for the payment of notice as a result of redundancy is shown in clause 17.

An employee's contract of employment may be summarily terminated for misconduct (including safety instruction breaches), malingering, inefficiency or neglect of duty in which case no notice may be given and in such cases wages shall only be paid up until the date of dismissal only.

14.4 Hours of work, overtime and meal allowances

(a) Hours of Work

Any alteration of existing start times (Which is designated as 7am) or finishing times of work at Tweed Quarry shall be agreed upon by the company and the majority of employees concerned. Reasonable notice

(24hours) should be given of any extra overtime. If notice of more than 2hours overtime in one day is not given - a Meal Allowance shall be paid.

One 30 minute (only) Lunch Break shall be taken within first 5 hours of continuous work (unless punctuated by a rest break) or taken within 6 hours if Management and a majority of employees agree otherwise. Management may stagger the time of taking a meal break to meet operational requirements and alter the scheduled meal break times in order to ensure continuity of Tweed Quarry operations. One rest break of ten minutes (only) shall be taken each day. The break times may be staggered across the crew and scheduled times altered by management to ensure Tweed Quarry operations are not hindered. The start times and spread of ordinary hours worked may be altered by agreement between management and a majority of employees

(b) Overtime

Overtime shall be paid in accordance with the Quarrying Industry (State) AWARD (NSW)

(c) Meal Allowance

A meal is to be provided or Meal allowance paid (\$8.20) to any employee required to work overtime in excess of two hours over ordinary time if 24 hours notice of extra overtime was not given. Meal Crib time to be allowed as per the NSW quarrying award

15. Salaries

Salaries shall be paid fortnightly to a nominated financial institution by electronic funds transfer.

The salary for each classification shall be in accordance with Appendix B. The annual salaries shall apply as a minimum payment. A salary increase of 2.0% on the current base rate will be paid to all employees under the agreement from 1st August 1998.

All parties agree that during the period of this agreement the company may investigate methods of payment of salaries on an annualised basis for inclusion in a future agreement.



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16. Redundancy

Notice	
Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

An employee over 45 years of age with not less than two years continuous service will be entitled to an additional weeks notice. Where possible the company shall examine all alternative arrangements before committing to any redundancy decision.

17. Severance

Severance pay to be paid on a pro rata basis of completed years and months of service, according to the following schedule: Severance to be set at a maximum of 26 weeks

Period of Continuous Service	Severance entitlement
Less than 1 year or	0 week
Over 1 year and up to the completion of 2 years	4 weeks
2 years and up to the completion of 3 years	8 weeks
3 years and up to the completion of 4 years	12 weeks
4 years and up to the completion of 5 years	14 weeks
5 years and up to the completion of 6 years	16 weeks (MAX now)
6 years and up to the completion of 7 years	18 weeks
7 years and up to the completion of 8 years	20 weeks
8 years and up to the completion of 9 years	22 weeks
9 years and up to the completion of 10 years	24 weeks
Over 10 years	26 weeks (New Max)



For employees over 45 years of age, the entitlements are:

Period of Continuous Service	Severance entitlement
Less than 1 year or	0 week
Over 1 year and up to the completion of 2 years	5 weeks
2 years and up to the completion of 3 years	8.75 weeks
3 years and up to the completion of 4 years	12.5 weeks
4 years and up to the completion of 5 years	15 weeks
5 years and up to the completion of 6 years	17.5 weeks
6 years and up to the completion of 7 years	20 weeks (MAX now)
7 years and up to the completion of 8 years	22.5 weeks
Over 8 years	26 weeks (New max)

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18. Signatures To Agreement

Signed for and on Behalf of

CSR CONSTRUCTION MATERIALS

Name: SIMON P ORTON



Signed

Position with the Company:

TWEED - OSG MANAGER

Dated: 6/8/98

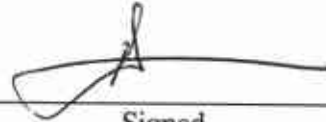
Signed

Signed for and on Behalf of:

Australian Workers Union



Name: DAVID LYONS
North NSW AWU Organiser



Signed

Dated: 6/8/98

Name: Russ COLLISON
NSW Branch Secretary



Signed

Dated: 13. 8. 98.

Appendix B

Rates of Pay

Classification

**Rate Applying
from
1 August 1998**

Grade 6

\$588.75





KPI Measures/Challenge 2000



DIVISION: BRISBANE & G.C. QUARRIES

BUSINESS UNIT: TWEED QUARRY

OPPORTUNITY FOR IMPROVEMENT	Data Collection Reqcd	IMPROVEMENT GOAL	PERFORMANCE INDICATOR
1. Maintain Zero lost time Injury frequency rate and reduce Compensable Rate :	Existing	Accident free workplace and increased safety awareness	L.TIFR at zero and Compensable FR
2. Safety/ Housekeeping audit done by the 2 nd week of each month	Existing	Average compliance bettering 80%	Records and scoreboards reflect this
3. Safety Matrix compliance: currently 76%	Existing	85% complete by YEM99	Records and scoreboards reflect this
4. Environmental Performance Improve dust levels leaving quarry	Existing	Reduce dust leaving to <5mg/m3	Records and scoreboards reflect this
5. Improve Productivity by Maintaining both fixed & mobile plant utilisation at 90%	Existing	Above 90% aim is maintained	Scoreboards reflect this
6. Maintain/ reduce Production and Maintenance Costs. Maintain Plant efficiency at 95%	Existing	Maintain & Reduce costs by implementing actions agreed upon	Records and scoreboards reflect this
7. Multiskilling - % of operators that can perform all fixed and mobile plant jobs Currently at 100% -	Existing	maintain and train casual employees	Records and scoreboards reflect this
8. Product Quality NCR Currently at 0	Existing	maximum of 1 Quality Non conformance resulting in a QIR being raised due to operator error for the 12 month period -	Records and scoreboards reflect this
9. Maintain zero absenteeism : currently at zero	Existing	Zero days lost due to absenteeism with Doctor's certificates being produced	Records and scoreboards reflect this
10. Crisis maintenance : Currently at 17%	Existing	Maintain below 17%	Records and scoreboards reflect this
11. Opportunities for improvement ideas to assist with Challenge 2000 improvement plan	Existing	Assist implementation	Challenge 2000 plan is actioned out
12. No major Preventable R&M mistakes allowed - could cancel out complete rise if costly enough - currently at zero	Existing	Zero	Minutes reflect this

APPENDIX A AGREEMENT OF EMPLOYEES

We - the employees whose signatures appear below, agree with the terms and conditions contained herein and will comply with these conditions.

Paul Chapman 17/7/98 Paul Chapman

Peter Kingston 17/7/98 Peter Kingston

Ian Housden 17/7/98 Ian Housden

Garry Campbell 17/07/98 Garry Campbell

Michael Doherty 17/07/98 Michael Doherty

Trevor Hills 17/7/98 Trevor Hills



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