

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA99/308

**TITLE:** CSR Construction Materials Tweed Quarry Certified Agreement 1999/2001

**L.R.C. NO:** 99/4945

**DATE APPROVED/COMMENCEMENT:** Approved 6 October 1999 and commenced 1 September 1999

**TERM:** 31 August 2001

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to CSR Limited trading as CSR Construction Materials in respect to its quarrying operations at Tweed Quarry and all the employees of the company

**PARTIES:** CSR Ltd -&- The Australian Workers' Union, New South Wales



# WITHOUT PREJUDICE



## 1999 / 2001 Certified Agreement Tweed Quarry

1<sup>st</sup> July 1999 Version II

### 1. Title

This Agreement shall be known as the CSR Construction Materials Tweed Quarry Certified Agreement 1999/2001

### 2. Arrangement

<u>Clause</u>	<u>Subject Matter</u>
1.	Title
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
11.	No Extra Claims
12.	Training and Employee Development
13.	Technology
14.	Conditions of Employment
14.1	Long Service Leave
14.2	Annual Leave Loading
14.3	Contract of Employment
14.4	Hours of work, Overtime and meal allowance.
15	Salaries
16	Redundancy
17	Severance
18	Signatures to Agreement
Appendix A	Agreement of Employees
Appendix B	Salary Schedule
Appendix C	Key Performance Indicators



### **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 1<sup>st</sup> of September 1999 and shall remain in force until the 31<sup>st</sup> of August 2001. 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. At the completion of the first year Maintenance Matrix KPIs will be agreed between both parties.

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.

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 (Same as per last agreement)

## **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.
- (iii) Time limits with a reasonable time frame should be allowed for discussion at each level of authority
- (iv) 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, Implement the National Maintenance Improvement Matrix in the first year and maintain 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:

- LSL accruals will be at the following rates:
  1. 1.0 weeks per year of continuous service since 1<sup>st</sup> August 1998
  2. 1.4 weeks per year of continuous service since 1<sup>st</sup> 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 31<sup>st</sup> of December each year- Provided that this payment shall not exceed a ceiling of \$1200.00 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 or reduction of 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 (\$8.40) 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 2.5% on the current base rate will be paid to all employees under the agreement from 1<sup>st</sup> September 1999. At the Completion of the First 12 months KPIs will be reviewed to ensure standard is consistent. At that time both parties will add KPIs consistent with the National Maintenance Improvement Matrix. Once agreed a further 2.5% Pay Rise will be added to the principal amount (ie. 2.5% & 2.5% raises worked on 1998/1999 Agreement Base Pay Rate)



**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 30 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
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	30 weeks

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
7 years and up to the completion of 8 years	22.5 weeks
Over 8 years	30 weeks



18. Signatures To Agreement

Signed for and on Behalf of

**CSR CONSTRUCTION MATERIALS**

Name: G. L. MILLER

G L Miller  
Signed

Position with the Company:

SEQ Readymix General Manager

Dated: 13 August 1999

O Collins  
Signed (WITNESS)

Signed for and on Behalf of:

**Australian Workers Union**

Name: DAVID LYONS  
North NSW AWU Organiser

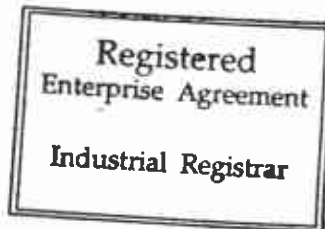
[Signature]  
Signed

Dated: 9.8.99.  
R. K. COLLISON

Name: R. K. COLLISON  
NSW Branch Secretary

R. K. COLLISON  
Signed

Dated: 9.8.99





**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      19/7/99      Paul Chapman

Peter Kingston      19/7/99      Peter Kingston

Ian Housden      19/7/99      Ian Housden

Garry Campbell      19/07/99      Garry Campbell

Michael Doherty      19/07/99      Michael Doherty

Trevor Hills      19/7/99      Trevor Hills

Joe Pomare      19/7/99      Joe Pomare



**1999/2001 Certified Agreement Tweed Quarry**

**APPENDIX B SALARY SCHEDULE**

**Current Base Rates of Pay**

<b>LEVEL (Quarry Workers)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Total per Week \$</b>	<b>474.73</b>	<b>503.16</b>	<b>531.73</b>	<b>560.18</b>	<b>574.46</b>	<b>588.76</b>	<b>600.18</b>

**Proposed Rates (increase 1/9/99)**

<b>LEVEL (Quarry Workers)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Total per Week \$</b>	<b>486.60</b>	<b>515.74</b>	<b>545.02</b>	<b>574.18</b>	<b>588.82</b>	<b>603.48</b>	<b>615.18</b>

**Proposed Rates (increase 1/9/00 if KPIs achieved and KPIs regarding National Maintenance Improvement Matrix Agreed upon)**

<b>LEVEL (Quarry Workers)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Total per Week \$</b>	<b>498.77</b>	<b>528.63</b>	<b>558.65</b>	<b>588.53</b>	<b>603.54</b>	<b>618.57</b>	<b>630.56</b>

**Registered  
Enterprise Agreement  
Industrial Registrar**

### KPI Measures/Challenge 2000

Registered  
Enterprise Agreement  
Industrial Registrar

**DIVISION:**

BRISBANE &amp; G.C. QUARRIES

**BUSINESS UNIT:** TWEED QUARRY

OPPORTUNITY FOR IMPROVEMENT	Data Collection Req'd	IMPROVEMENT GOAL	PERFORMANCE INDICATOR
1. Maintain Zero lost time Injury frequency rate and reduce Compensable Rate	Existing	Accident free workplace and increased safety awareness	LTI/FR at zero and Compensable FR
2. Safety/ Housekeeping audit done by the 2 <sup>nd</sup> week of each month	Existing	Average compliance bettering 80%	Records and scoreboards reflect this
3. Safety Matrix compliance: currently 85%	Existing	95% complete by YEM00	Records and scoreboards reflect this
4. Environmental Performance Improve dust levels leaving quarry	Existing	Reduce dust leaving to <5mg/m <sup>3</sup>	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 below 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

## CONSULTATIVE COMMITTEE CONSTITUTION

### PREAMBLE

The purpose of this Constitution is to establish a consultative forum which will provide for two way communication; a structure in which employees may make recommendations for consideration and inclusion and management may access and utilise employee knowledge and experience.

All Parties agree that Award Restructuring will not be used in a negative way.

In the event of a major market change adversely affecting our business, the parties agree to participate in a process of consultation which will agree upon a strategy for resolving any problems which may arise.

Areas identified as falling outside the ambit of this Consultative Committee structure are:

- (a) Industrial Relations Issues - which will proceed via the normal disputes avoidance manner; and
- (b) Matters which, by definition, are covered by the Mines Inspection Act 1901 and General Rule.
- (c) The attached Dispute resolution procedures will be followed if any disagreement occurs during the process of enterprise bargaining for the 1999/2001 agreement.

### REPORTING REQUIREMENTS

The Consultative Committee reports its final agreement back to the Industrial Commission and the relevant union office.

### CONSULTATIVE COMMITTEE STRUCTURE

The constitution of the Consultative Committee is formulated by its members, and clearly defines:

- Aims
- Objectives
- Scope
- Membership
- Officers (Chairpersons, Minute Secretary)
- Quorum
- Procedures (Co-option, Confidentiality)
- Schedule of Meetings
- Agenda
- Sub-committees
- Evaluation
- Confidentiality
- Dispute Resolution Procedure

Registered  
Enterprise Agreement  
Industrial Registrar

## **DUTIES OF REPRESENTATIVES**

All members of the committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend the meeting and be present a few minutes before the time stated on the agenda.
- To forward apologies to the secretary if unable to attend the meeting.
- To come to the meeting prepared, having read the minutes of previous meetings.
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
- To communicate with constituents to establish their views and opinions on agenda items.
- To represent and views and opinions of absent persons they may represent and not just their own.
- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Encouraging and assisting constituents to submit agenda items.
- Providing explanation of items recorded in the minutes.
- To report back to constituents on committee business.

## **CONSULTATIVE COMMITTEE**

### **A) Aims**

The Consultative Committee is established to address issues specifically related to:

- i) improving the work environment
- ii) identifying inefficiencies in the workplace
- iii) review existing classifications and work practices
- iv) identify training requirements
- v) to determine specific percentage wage increases in line with the above

**Registered  
Enterprise Agreement  
Industrial Registrar**

## **B) Objectives**

Objectives of the Consultative Committee are:

- i) Securing and expanding jobs by acquiring a range of new skills, knowledge and experience at a work level and to explore possible ways in which these skills can be developed across functional boundaries.
- ii) Improving the efficiency of the plant.
- iii) Consider scope for work re-organisation and job redesign.
- iv) Undertake an inventory of the individual skills of the workplace.

## **C) Scope of the Consultative Committee**

The scope of the Consultative Committee will cover any reasonable subject falling within the functions of the Committee, or in meeting the objectives of the committee.

Priorities to be given early attention include:

- i) Work re-organisation.
- ii) Multi-skilling.
- iii) Record and monitor change in work patterns.
- iv) Organisational change in work values.
- v) Identification of changes in work values.
- vii) Identify actual future training needs.



The scope for this committee should not be restricted to these matters alone, but will allow flexibility for other issues to be addressed and put on the meeting agenda in keeping with the aims of the committee, as/should they arise.

Matters outside an agreed meeting agenda (by both parties) will not be matters for discussion by the works Consultative Committee.

## CONSULTATIVE COMMITTEE GUIDELINES

### A. Consultative Committee Membership

- a.1. The Consultative Committee shall consist of employee representatives and management representatives, provided that the employee representatives shall comprise at least half of the committee membership. (To achieve Quorum)
- a.2. There shall be a minimum of five employee representatives.
- a.3. Elections for committee positions shall be conducted by the employees.
- a.4. An employee representative on a Consultative Committee may be removed by a majority vote of employee members at the enterprise if it is deemed that his / her performance on the committee is unsatisfactory to members.
- a.6. The scope of the respective Consultative Committee.
- a.7. Non Victimization - The position of the employees shall not be prejudiced by their role as representatives.

Continuity of representation is important to the success of the program.

### B. Chairperson

The Chairperson shall be a member of the committee and shall have one vote only.

The position of Chairperson and Deputy Chairperson shall be elected upon the formation of the new committee. If the Chairperson is unavailable then a person appointed by the chair will assume the Chairperson's duties.

#### Chairperson's Duties

- Understand the format and procedures of the meetings.
- Be familiar with the agenda and come to the meeting prepared.
- Indicate clearly on the agenda as to whether each item is "for information", "for discussion", or "for decision".
- Liaise with the Deputy Chairperson and the secretary of the committee over the drafting of the agenda for hand draft minutes of each meeting.
- Open each meeting of the Committee and ensure that it follows the agenda.
- Maintain the meeting in order by encouraging participation and by leading the meeting.
- To ensure that if the previous minutes require amendment prior to their confirmation that these alterations are made prior to signing the minutes.
- To allow all members of the Committee to put their point of view.
- To close the meeting and make known the date, time and place of the next meeting.
- To liaise with the Secretary after the meeting and prepare the minutes of meeting.



### C. Committee Secretary

Each consultative committee shall nominate a minute secretary. This nomination may be reviewed at each meeting.

#### The Secretary's Duties

The Secretary's role is also critical to the success of the meeting. The Secretary will need to have good organisational skills in order to prepare for the meeting beforehand. Some clerical skill will also be necessary for preparing minutes, however, back up in this area should be available from various people within the organisation.

Essentially the duties of the Secretary are as follows:

1. Prepare the agenda of the meeting in consultation with the Chairperson and the committee.
2. Prepare the meeting room with all the necessary items, eg. pens, paper, seating arrangements etc.
3. Keep the Chairperson informed of any matters relating to the committee.
4. Keep records of all meetings by maintaining a file of all minutes.
5. Keep records of all correspondence both from the committee and inward to the committee.
6. Prepare the minutes of the meeting in consultation with the Chairman.  
The minutes must include the following:

Time and date of the meeting, where it was held and who chaired it.

- a) Names of all present and apologies received.
  - b) All agenda items discussed and all decisions made. If action was agreed on, record the name of the person responsible for carrying it out.
  - c) The main arguments leading to decisions. It is often best to record the various relevant points without specifying who made them.
  - d) The time at which the meeting ended.
  - e) The date, time and place of the next committee meeting.
7. To circulate copies of the minutes to all committee members and notice boards.
  8. To assist in publishing the work of the committee.





#### **D. Decision Making Process of Committee**

The Committee shall reach decision by team consensus only. The purpose of consensus decision-making is to ensure that resolutions to the committee have the full and considered support of all members of the Committee without coercion or bias and considering all of the facts.

Consensus decision-making shall mean the following procedure shall apply to consideration of each agenda item:

- i) The Chairperson shall introduce each agenda item.
- ii) The Chairperson shall ask members for their views on each agenda item and shall encourage members to participate in the discussion.
- iii) A resolution to determine a policy or decision may be proposed by any member of the Committee at the conclusion of discussion on each agenda item.
- iv) Such a resolution shall only be adopted with the support of all members of the Committee.
- v) If any member of the Committee opposes a resolution the agenda item shall not be dealt with until the following meeting.
- vi) A member cannot be required to withdraw opposition to a resolution. Alternatively, the Committee may be asked to delete the agenda item.

#### **E. Quorum**

Quorum is of paramount importance - if not achieved then a meeting would have to re-scheduled.

#### **F. Co-option of Committees**

Representatives may represent the office of an absent committee person if the chairperson so approves it and the incumbent relief person has sufficient briefing by the absentee.

#### **G. Scheduling of Meetings**

The Consultative Committee shall meet when deemed necessary. Due to the Varying nature of the business, Twenty four hours notice of meeting agenda is required. The Chairperson shall ensure that these meetings should take no longer than two hours; however the Chairperson shall use reasonable discretion in these matters should additional time be required.



## H. Setting Meeting Agendas

Suggestions for agenda items are to be submitted Forty -eight hours prior to the scheduled meeting date and agenda will be on hand Twenty four hours prior.

Meetings shall be called by management, and advice issued in writing to all committee representatives by the committee secretary.

There should be a standard Agenda including:

- h.1. Confirmation of minutes (including an Action Report allocating responsibility to undertake specific tasks by individual Committee Members).
- h.2. Appropriate information shall be provided with each agenda item submitted.
- h.3. Agenda items may be raised for next meeting whilst a meeting is in progress.
- h.4. Issues of importance but not noted on the finalised agenda can be raised at the meeting and by agreement of the Committee discussed at the meeting.
- h.5. Provision shall be made available within the agenda to review decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.
- h.6. Reports.
- h.7. Provision of requested information arising out of the previous meeting and / or from planning meetings held prior to scheduled meetings;
- h.8. The meeting should formulate recommendations for each new issue and proposal, or make a decision as to further follow-up work required.
- h.9. The time, date and venue for the following meeting should be finalised at the conclusion of each meeting.

## L. Recording of Minutes

Every effort shall be made to have the minutes publicised within 5 working days of the meetings. The minutes shall include:

- i.1. Attendees at the meeting.
- i.2. Summary of the issues and alternatives proposed with brief supporting arguments.
- i.3. Decisions made, the time frame for implementation of decisions and who is responsible for acting on the decision.
- i.4. Time frame for consideration of deferred decision.



## J. Facilities

The following facilities are to be made available to Consultative Committee members.

- j.1. Scheduled meetings to be held during normal paid time where practicable without loss of ordinary earnings. The use of Overtime to achieve desired results is at the discretion of management present at the meeting.
- j.2. Recognition that if training is necessary for Committee representatives, these courses will be held during normal paid time where practicable.
- j.3. Reasonable access to photocopier, typing, telephone, meeting room, and additional information in normal paid time - specifically relating to the agreement is allowed. (by the appropriate committee members) etc. Normal phone privileges will only apply to other persons not acting on behalf of the Consultative committee

## K. Evaluation

At the conclusion of twelve months from the date of signing of this agreement, a thorough discussion involving all members of co-opted personnel of the Consultative Committee's will take place to review the effectiveness or otherwise of the Consultative Committee.

Members shall formulate recommendations as to the objectives and scope for the continuation of the Committee at that time.

## L. Confidentiality.

Employee representatives must be aware that certain information which may be discussed during negotiations could be of a business sensitive nature. Such topics should be treated as Confidential and not be the subject of general conversation outside CSR Readymix. None of the agreement actions are to be discussed or used as precedent

## M. CSR Readymix Tweed Quarry Dispute Resolution Procedure

- m.1. This Procedure for the avoidance of industrial disputes and employee grievances shall apply at Tweed quarry
- m.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
- m.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
- m.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 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
- (iii) Time limits with a reasonable time frame should be allowed for discussion at each level of authority
  - (iv) 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.
- m.5. There will be a commitment by the parties to achieve adherence 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
- m.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.
- m.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.
- m.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

