

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/206

TITLE: Readymix Holdings Pty Ltd trading as Readymix-Country East Southern NSW Quarries Enterprise Agreement 2003

I.R.C. NO: IRC3/4747

DATE APPROVED/COMMENCEMENT: Approved 3 September 2003/Commenced 1 May 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/330

GAZETTAL REFERENCE: 7 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Readymix Holdings Pty Limited engaged at the company's sites in Marulan, Queanbeyan and Bungendore who would otherwise be covered by the Quarrying Industry (State) Award

PARTIES: Readymix Holdings Pty Limited -&- The Australian Workers' Union, New South Wales

READYMIX HOLDINGS P/L trading as READYMIX - COUNTRY EAST SOUTHERN NSW QUARRIES ENTERPRISE AGREEMENT 2003

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Annexure "A"
Attachment "B"

1. Title of Agreement

This agreement shall be known as Readymix Holdings P/L trading as Readymix Country East Quarries Enterprise Agreement 2003.

2. Arrangement

This Agreement shall apply at the Readymix Quarries set out in Annexure "A" to this Agreement in respect of employees covered by the Quarrying Industry (State) Award.

3. Parties to the Agreement

This Agreement shall be binding on:

- (a) Readymix at Country East sites as set out in Annexure "A" to this Agreement. ("The Company")
- (b) The organisation of employees known as:

AWU - Australian Workers Union - NSW Branch ("The Union")

All employees of the Company who are engaged at the sites listed in Annexure "A" in any of the classifications specified in the Quarrying Industry (State) Award. ("The Employees")

4. Relationship to Parent Award

1. This Agreement shall be read in conjunction with the Quarrying Industry (State) Award (the "Parent Award").
2. Where there is any inconsistency between the Parent Award and this Agreement, this Agreement shall prevail to the extent of any inconsistency.

5. Term of the Agreement

This Agreement shall come into operation on and from the first full pay period to commence on or after 1st May 2003 and shall remain in force for a period of 36 months.

6. No Extra Claims

The Employees and the Union will not make any extra claims in respect of matters covered by this Agreement for the duration this Agreement.

7. Review of Agreement

The parties agree to review this Agreement no later than 3 months prior to the end of its term initiated by the employees. In the context of this review, the parties shall examine both the operation of the Agreement and the possibilities of entering into a further Agreement.

8. Objectives of the Agreement

The objectives of the agreement is to develop a flexible service orientated quarrying business with a high level of professionalism and service whilst demonstrating a proactive approach to Safety, Health & Environment whilst creating new initiatives for Operational Improvement.

9. Communication

All Employees the subject of this Agreement may be required to attend a communication sessions to inform employees of the contents and requirements of this Agreement.

Site communication processes will be reviewed and revised arrangements will be implemented as agreed between management and employees concerned.

10. Disputes Procedure

A procedure for the avoidance of industrial disputes and Employee grievances shall apply at all sites covered by this Agreement.

The objectives 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.

Any Employees or delegates of the Union should obtain permission from their manager or supervisor prior to leaving their work station. Such permission shall not be unreasonably withheld. All reasonable union business, in relation to this procedure, may be conducted by the employee in the employer's time.

(A) Procedures relating to grievances of individual employees

- I. The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
- II. 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.
- III. Reasonable time limits must be allowed for discussion at each level of authority.
- IV. At the conclusion of the discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- V. While a procedure is being followed, normal work must continue.
- VI. If they so choose the employee may be represented by the Union.

(B) Procedures relating to disputes etc. Between the Company and the Employees.

- I. A question, dispute of 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.
- II. Reasonable time limits must be allowed for discussion at each level of authority.
- III. While a procedure is being followed, normal work must continue.
- IV. The Company may be represented by an industrial organisation of employers and or legally represented and the Employees may be represented by the Union for the purposes of each procedure.

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 that may give rise to a grievance or dispute.

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

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 Industrial Relation's Commission of New South Wales for assistance in resolving the dispute.

In order to allow for the peaceful resolution of grievance and disputes the parties shall be committed to taking no 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.

The Company shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the *Occupational Health and Safety Act 1983* (NSW) and consistent with established custom and practice at the workplace.

11. Previous Agreements

The parties to this Agreement agree that all previous Agreements shall be superseded in their entirety by this Agreement.

12. Safety Health & Environment

The parties are committed to the personal safety of all personnel. To this end, both management and employees seek to achieve a reduction in injuries to a zero level. All Personnel shall be proactive in improving the Safe working ethic, identifying possible problem areas and actively contributing to safety improvement (Clause 21 and Attachment "B") initiatives such as.

Personnel to actively monitor their own safety behaviour as well as the safety behaviour of others.

Continually seek & suggest improvements to minimise risk of injury to themselves and others.

Active participation and attendance at Safety meetings.

To report all near misses, and work injuries immediately and if medical treatment is required cooperate in the use of the company recommended medical practitioner to achieve the best possible management of the injury.

To fully cooperate in all accident investigations.

It is the responsibility of all Employees to work in a manner that is not detrimental to their own or others safety, or is likely to cause damage to the environment.

Employees will be issued with personal protective equipment (PPE) as listed below;

- (a) Hard hat
- (b) Ear muffs
- (c.) Gloves
- (d) Steel capped boots
- (e) Safety glasses
- (f) Dust mask
- (g) High visibility clothing

Employees agree to comply with the PPE Selection Guide - General Mandatory Requirements at all times.

The parties agree that it is the responsibility of Employees to maintain and prevent or damage to PPE.

13. Rostered Days Off

To minimise the disruption resulting from the taking of Rostered Days Off, any RDO's accrued may be paid out in December of each year at the request of an employee. Payment shall be at the ordinary rate of pay.

RDO's may be taken at any time during the year when it is mutually suitable for both the Company and employees having regard to the operational requirements.

14. Equipment Cleanliness

Equipment shall be kept in a clean and tidy condition. The presentation of company equipment portrays the image of the company to the customers and the community.

15. Employee Medicals

All parties agree to the implementation of periodic medical examinations of employees by a medical practitioner to assist in preventing accidents by maintaining the health and safety of employees.

The company will meet the cost of these examinations.

The report will be completed on an agreed standard form.

The company shall nominate a doctor of its choice.

Medicals shall be done Bi-annually.

Copies of medical reports shall be made available to the employees.

16. Anti Discrimination

16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

16.3 Under the *Anti-Discrimination Act, 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

16.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act, 1977*; or
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

17. Personal/Carer's Leave

17.1 Use of Sick Leave:

- (a) An employee other than a casual employee, with responsibilities, in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for purposes of this subparagraph:
 - (I) "relative" means a person related by blood, marriage or affinity;
 - (II) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (III) "household" means a family group living in the same domestic dwelling.

17.2 Unpaid Leave for Family Purposes:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (i) of paragraph (c) of subclause (I) who is ill.

17.3 Annual Leave

- (a) An employee may elect with the consent of the employer subject to the *Annual Holiday's Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

17.4 Make up time;

- (a) An employee may elect, with the consent of the employer, to work "make up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee may elect, with the consent of the employer, to work "make up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

17.5 Rostered Days off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- (d) This subclause is subject to the employer informing the union where it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

18. EBA Goals to be Achieved

The following reflects the relevant goals set by the Company for Employees to achieve as "EBA Goals" on a site-by-site basis as shown in more detail in attachment "B".

GOALS

1. Safety

(Annual Bonus Component \$250.00)

The goal is to achieve the requirements of the Company's Annual Safety Plans as they apply to each site.

Safety initiatives shall be submitted to the company to reduce the risk of personal injury and to improve the working environment and work procedures to achieve nil total recordable injuries targeting nil incidents.

Every employee shall carry out self-audits monthly to identify areas of potential risk and any unsafe behaviours. Employees shall assist management in the implementation of new initiatives to reduce employee's exposure to risk thus reducing incidents and creating a safe working environment.

The site safety team members at the site safety meetings shall monitor progress against agreed initiatives.

2. Fixed Plant Utilisation and Efficiency

(Annual Bonus Component \$250.00)

The goal is to achieve the target of 90% utilisation and 95% Efficiency for the fixed plant at the end of each 12 month period of this Agreement. Should targets of one & not the other be achieved the Annual Bonus shall be proportioned, similarly if the full % target is not achieved the % reduction to the Annual Bonus shall apply.

This goal also includes improved maintenance procedures & documented systems as shown in Attachment "B".

3. Quality Systems - Product Quality & Consistency

(Annual Bonus Component \$250.00)

The goal is to achieve full compliance with our Quality Assurance Systems achieving nil Non Conformance's (nil rejected loads of product due to quality) .

19. Process of Analysis of EBA Goals

For monitoring whether the goals listed in the "EBA Goals" (Clause 18 and Attachment "B") have been achieved by the employee:

- (a) A nominated employee representative from each site shall monitor and record the sites performance on Attachment "B" monthly with the assistance of management. Management shall speak to and discuss with individual employees on their site's progress against the EBA Goals. Such discussions shall take place, wherever possible, on a monthly basis at which time the EBA Attachment "B" will be discussed.
- (b) Employees agree to strive to achieve these goals at their respective sites within the prescribed time periods.
- (c) Management shall monitor the specific performance of Employees, and their respective sites, against the EBA Goals. Management agrees to give Employees monthly feedback on how they are performing against these goals and whether or not the goals are being, or likely to be, met within the time period.
- (d) If the site successfully meets each of these EBA Goals and ALL items listed in Attachment "B" at the end of the 12 month period the Company agrees to pay to those Employees, employed at that site the relevant bonus as referred in Clause 18.

20. Hours of Work and Starting Times

- (i) The ordinary spread of hours shall be from 6.00am to 6.00pm Monday to Friday inclusive.
- (ii) Starting times fixed in accordance with the spread of ordinary hours in sub-clause (i) above may be varied by the Company to suit the needs of the business.
- (iii) All plant and equipment is to be in operation by the nominated starting time ie. Currently 6.00am. Employees shall arrive at work, their plant or equipment be operational at 6.00am or at the nominated time.

All plant and equipment is to shut down no earlier than 15 minutes prior to the end of shift, this is to allow for greasing, etc.

21. Duty of Care

It is agreed as part of this Agreement that Employees will avoid the following: -

- (a) Lateness when reporting for shift
- (b) Plant & equipment non operational at the nominated starting time
- (c.) Early knock off at crib and end of shift
- (d) Extended crib breaks
- (e) Poor cleanness and house keeping
- (f) Damage to equipment that has been attributed to operator neglect
- (g) Finished material contamination
- (h) Poor personal hygiene & cleanness

22. .Site Transfers

Employees may be required to work at any of the locations covered under this Agreement provided that have the necessary skills and training to competently carry the duties required.

23. Meals and Crib Breaks

Employees shall stagger the taking of their meal and crib breaks to ensure continuous production throughout the shift ie. Load & Haul, primary Crusher and Secondary Plant are operated continuously, where appropriate.

24. Maintenance

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.

The Manager/Supervisor will maintain a complete Machine History File, Service and Maintenance Register.

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, which have the necessary skills and competency to carry out the specific tasks. Contractors will be utilised to carry out specialised maintenance tasks, this will be at the discretion of management.

25. Productivity - Refuelling

Employees shall stagger fuelling of equipment to ensure minimal stoppages and disruption.

26. Increased Flexibilities

- (i) Employees shall undertake duties and tasks as directed, provided such Employees have the skills, competence and training to perform such tasks as directed.
- (ii) The Employees are committed to co-operate with and undertake all relevant and appropriate training as directed by the Company, to meet the needs of the business.

- (iii) The Company shall ensure that the provisions of The Parent Award relating to Employees classifications are adhered to when implementing this clause.

27. Teamwork

All parties to this Agreement and the business units concerned are committed to the development of teamwork.

28. Environmental Compliance

All Employees shall be involved in improving and complying with Environmental Compliance. Training of Environmental requirements, Council DA and EPA obligations will be provided to ensure all Employees are made aware of all local obligations, maintaining good house keeping in all areas such as the oil & refuelling facilities and immediately reporting to management of any spill or non compliance.

29. Travel Allowance

Under the terms of this agreement the travel allowance entitlements are to be varied

- (i) An employee travelling to another site will not be paid the time to travel to another site. The employee will be expected to travel in their own time and report to work at that site at the required commencement time. This only applies for travelling for a full shift. If an employee is requested during the course of a work day to travel to another site then he will be paid the normal rate during the time he is travelling.
- (ii) Payment at the award travel rate will only be for the additional distance travelled from their usual place of work to that of the other work site.

30. Stages of This Agreement

This Agreement shall comprise of 3 stages;

Stage 1

Upon the signing of this Agreement a 3½% wage increase shall be paid to employees covered by this agreement.

Stage 2

On 1 May 2004 a further 3½% wage increase shall be paid to the Employees covered by the Agreement.

Stage 3

On 1 May 2005 a further 3½% wage increase shall be paid to the Employees covered by the Agreement.

31. Wage Adjustments

The following wage increases shall apply to employees in the classifications covered by the Quarry Industry (State) Award 1994.

Stage 1 - 3½%

Stage 2 - 3½%

Stage 3 - 3½%

READYMIX HOLDINGS - COUNTRY EAST - SOUTHERN NSW QUARRIES ENTERPRISE AGREEMENT 2003.

Readymix Holdings P/L trading as

READYMIX

Name:

Title:

For AWU - The Australian Workers Union

Name:

Title:

For the Employees Dated:

Name	Signature	Name	Signature

ANNEXURE "A"

For the proposes of this Agreement Country East - Southern NSW shall be:

Quarry Operations Located at:

1. Marulan Quarry (Johnniefelds) Brayton Road Marulan
2. Cooma Road Quarry Old Cooma Road Queanbeyan
3. Bungendore Sand Plant Tarago Road Bungendore

