

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/22

TITLE: **Hanson Technical Services, Eastern Tester's Agreement
2005**

I.R.C. NO: IRC5/6595

DATE APPROVED/COMMENCEMENT: 20 December 2005 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Concrete Testers (laboratory and field) and Laboratory Technicians in the Sydney metropolitan area, employed by Hanson Construction Materials Pty Ltd, located at Level 5, 75 George Street, Parramatta NSW 2150, who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award.

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

THIS ENTERPRISE AGREEMENT is made on the^{1st}..... day of
...July..... 2005 between:

HANSON CONSTRUCTION MATERIALS PTY LTD of Level 5, 75 George Street,
Parramatta of the one part and

THE AUSTRALIAN WORKERS UNION OF 16-20 Good Street, Granville on behalf of
the employees covered by this Agreement.

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NOW THE PARTIES AGREE AS FOLLOWS:

1. TITLE

This Agreement shall be known as the "Hanson Technical Services, Eastern Region Tester's Agreement 2005".

2. STATUS OF AGREEMENT

2.1 The parties agree to enter into the Enterprise Agreement, which shall have duration of three (3) years commencing 1 July 2005 and will apply to all concrete testers (laboratory and field) and laboratory technicians employed by the company in the Sydney metropolitan area. The employees will have

their terms and conditions of employment regulated by the Central Batch Plants (State) Award and the Enterprise Agreement. Where there is any inconsistency between the Award and Agreement, the Agreement shall prevail. The Award shall apply wherever the Agreement is silent.

- 2.2. Hanson Construction Materials Pty Ltd is an equal opportunity employer and the mention of "his" can also refer to "her" gender where applicable in this agreement.

3. OBJECTIVES OF AGREEMENT

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

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

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

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

To promote continuous improvement in skills, knowledge and professionalism through training and consultation, and ensure greater responsibility and accountability of employees, particularly towards customers, safety, environment and quality.

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

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

4. WORK FLEXIBILITY

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

deadlines. Both parties will ensure that a high degree of integrity is maintained at all times.

From time to time the Company may be involved in projects that require the provision of extra testing personnel. The parties agree to work together to develop an Allocations Guideline, which will provide the basis upon which extra testing personnel are to be used. The development of this Allocations Guideline will be carried out during the first twelve months of this EBA.

5. HOURS OF WORK

- 5.1 The ordinary hours of work shall be 38 per week, worked Monday to Friday.
- 5.2 Ordinary hours of work under this Agreement will be between the hours of 5.30am and 5.30pm on any day Monday to Friday inclusive, with individual employees having different starting times in accordance with the provisions of Clause 5.3. Ordinary hours of work will commence from the first pick up point or first allocated site.
- 5.3 Starting times may be notified by the end of the previous days work, or at 24 hours notice where there was no work on the previous day. (Ie Monday start time will be notified on a Saturday). Where no notification is given, the start time will be 06h30. These requirements may be changed by mutual agreement. Ordinary hours will commence at each days start time.
- 5.4 For the purpose of this Agreement an employee will be deemed to have finished working time for the day when that employee leaves the last allocated site or designated Hanson technical facility (e.g. laboratory or drop off/holding facility). The exception to this rule is where the last allocated job is outside a fifteen (15) km radius from the place of residence of an employee (as recorded on the employee's personnel file) or otherwise agreed site within the defined Sydney Metropolitan Area, then finishing time will be deemed to be extended by an extra thirty (30) minutes. Payment of the additional thirty (30) minutes will be in lieu of any other payment for extended traveling time. It will be the responsibility of the employee in question to note this additional thirty (30) minute period on the employee's timesheet for that day.
- 5.5 Start times prior to 5.30am will be subject to normal overtime provisions, unless arranged by mutual agreement with the employee concerned.

5.6 Employees covered by this Agreement shall be required to work a reasonable number of Saturdays in a year. In order to determine what constitutes a "reasonable" number of Saturdays it is agreed that the average number of Saturdays worked over the previous Ten (10) weeks shall be regarded as reasonable. Note: (i) where employees are absent due to annual leave or sick leave then these absences will be excluded for the purposes of calculating the number of Saturdays worked in the previous ten (10) weeks. (ii) Where an employee indicates that he/she will only perform "pick ups" on a Saturday then this will be deemed to be a half Saturday worked for the purposes of this clause. However if the Company specifically directs the employee to perform "pick ups only" on a Saturday then this will be deemed to be a full Saturday worked for the purposes of this clause.

5.7 Hanson Company Policy obliges all parties within the Hanson workplace to ensure that a safe and healthy working environment exists. Pursuant to this policy the parties to this Agreement agree that employees may be required to work a maximum of Sixty (60) hours in a single pay week where business demands are heavy but no employee shall be required to work more than Fifty Five (55) hours per week as an average over a period of four (4) consecutive pay weeks worked. Once an employee has worked 52 hours in a pay period, the employee is obliged to notify the company in order that arrangements can be made not to exceed the maximum 60 worked hours for a pay period.

6. MEAL BREAKS AND MEAL ALLOWANCE

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

An employee will be entitled to a meal allowance if the employee either works beyond 5.30pm or works more than two (2) hours overtime whichever occurs first.

An employee will be entitled to a second meal allowance if the employee either works beyond 8.30pm or works more than six (6) hours overtime whichever occurs first.

7. PAYMENT OF WAGES

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

8. MULTI SKILLING

- (i) To ensure continuity and effectiveness of Technical Services, Eastern Region, staff or other employees shall perform testing and other work, provided that the work is within the skill and competency of the employee.
- (ii) Testers will be required to carry out any testing activity in the field or in the laboratory and any duties relating to the provision of a Technical Services meeting or exceeding customers requirements, including but not limited to, internal laboratory testing and other activities, site addition of admixtures, training other employees and administration paperwork, provided that those duties are within their skill and competence. The rates of pay described in this agreement cover all activities. Management undertakes not to take advantage of this condition by regular, intermittent job changing to duties attracting a higher pay rate.

Multiskilling is a major aspect of this agreement. Performing other functions is fundamental to employment and employees will be required to undertake duties if competent and skilled. The parties agree to work together to develop a Skills/Competencies Guideline, which will provide the basis upon which the multi-skilling/field-technician positions will be determined. The development of this Skills/Competencies Guideline will be carried out during the first twelve months of this EBA.

- (iii) Employees engaged in other duties continuously for periods exceeding one week will be paid at the appropriate rate for those duties.

9. TRAINING

Employees shall be required to attend paid training organized by the Company whether such training takes place during or outside ordinary hours. The Company will endeavour to give reasonable notice of the training times and schedules to allow employees to plan for their attendance.

10. ROSTERED DAYS OFF

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

Where the needs of the business so dictate the company may require an employee to work on an RDO. This will only be done where the needs of the business make it absolutely necessary.

(ii) RDOs may be accrued to form a "bank".

If more than five (10) days are in the "bank", the company may: -

(a) pay out any RDOs in excess of five (5) days, at normal rates of pay;

(b) have employees take RDOs on low demand days (e.g. wet weather, work cancellation etc) provided the employee is notified before the end of the previous days work.

(c) instruct the employee to take a block of five (5) RDOs. Timing will be by agreement, but not later than one month after notification.

(iii)

On days where the company requires significantly reduced manning (e.g. due to weather or unforeseen customer cancellation) the company has the right to require an employee to take that day as an half RDO. The company must give a specific instruction to an employee within two (2) hours of starting time on the day in question in order to be able to require the employee to take the day as a half RDO.

(iv) An employee may take the option of working on all RDOs and receive payment for them, if agreed to by the company. This option may be changed later by the employee but only by agreement with the company.

(v) Any employee may be required to work on the first Monday in December and if so, will be paid at ordinary rates but will be entitled to an agreed day off in lieu.

(vi) Only accrued RDO's can be taken.

11. UNIFORM ISSUES

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

12. SICK LEAVE

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

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

13. RECALLS/CANCELLATIONS

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

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

14. PART-TIME EMPLOYEES

- (a) A part-time employee means a weekly employee who is engaged to work a regular number of hours in each week, which shall not exceed thirty-two hours except in the circumstances where the part-time employee is relieving a weekly employee.
- (b) The spread of ordinary hours shall be the same as those prescribed for weekly employees.
- (c) Such employees shall be paid an hourly rate of one thirty-eighth of the weekly rate and on a pro rata basis shall be entitled to other allowances where applicable.
- (d) An employee engaged on a part time basis shall be entitled to payment in respect of annual leave, long service leave, public holidays, sick leave, and compassionate leave as provided within the parent award on a proportionate basis.

15. TERM AND CASUAL EMPLOYEES

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

Casual minimum engagement shall be four (4) hours per day. Term employees will be engaged for specific periods to cover workload etc. and the employment will cease at the end of the specified period. Payment to these employees will be on the same basis as permanent employees. The maximum period will be for one year, with a maximum of two (2) periods.

16. OVERTIME

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

17. SAFETY AND THE ENVIRONMENT

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

18. DISPUTES RESOLUTION PROCEDURE

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

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

- (a) Where a matter arises which is likely to cause a dispute the Employee concerned shall take the matter up with the immediate supervisor who will if unable to resolve the matter take it to the Laboratory Manager within 48 hours. The Employee may ask the representative to accompany him. Both parties should endeavour to resolve the matter at the local level.
- (b) Should the matter remain in dispute the Laboratory Manager should take the matter up within 24 hours with the Technical Manager. If the matter still remains in dispute a meeting should be held between Hanson Management, the employee's representative(s) and the employee. Other parties involved may attend to this meeting.
- (c) A reasonable time shall be allowed between each step in the procedure; however, steps (a) to (b) should be carried out within seven (7) calendar days.
- (d) Should the matter remain in dispute it may be referred to the Industrial Relations Commission of NSW for further proceedings in accordance with the Act.
- (e) While this procedure is being followed work shall continue without any ban, limitation or interruption.

19. RATES OF PAY

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

Effective From	Weekly Pay Rate Field Testers	Weekly Pay Rate Field Technicians
1 July, 2005	\$698.63	\$773.70
1 July, 2006	\$723.09	\$800.78
1 July, 2007	\$748.39	\$828.81

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

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

There are two levels of technical personnel, Field Testers / Laboratory Technicians and Field Technicians, the number of positions available in each category are as follows:

Field Tester / Laboratory Technician positions: The number of positions will be dependant on the needs of the business.

Field Technician positions: Three

In order to compensate Laboratory Technicians for their lack of access to any site allowances that are otherwise paid to Field Testers, Laboratory Technicians covered by this Agreement will be paid an additional 3.5% over the base rate for a Field Tester. Laboratory Technicians will receive no further additional payment other than the wage increases specified on the anniversary dates of this EBA as detailed above.

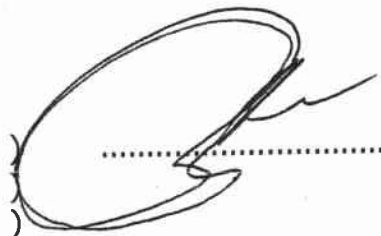
An employee covered by this Agreement who achieves competency in at least 50% of the skills / competencies as defined in the Skills/competency document will be paid an additional 3.5% over the Field Tester/Laboratory Technician base rate.

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

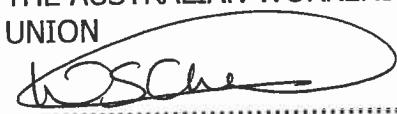
Signed for and on behalf of
HANSON CONSTRUCTION
MATERIALS PTY LTD


.....)

Date: 28.10.05.....)


.....)

Signed for and on behalf of
THE AUSTRALIAN WORKERS
UNION


.....)

Date: 17th October 2005.....)


.....)