REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/330

TITLE: CSR Ltd t/as CSR Readymix Country Division ACT & South Coast
Quarries Enterprise Agreement 2000

I.R.C. NO:

2000/2680

DATE APPROVED/COMMENCEMENT: 20 November 2000/ 9 August 2000

TERM:

36 months

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Quarry Industry (State) Award working at the following sites: Albion Park, Marulan, Queanbeyan and Bungendore, NSW

PARTIES: CSR Limited T/as CSR Readymix -&- The Australian Workers' Union, New South

Wales



CSR LTD trading as CSR READYMIX

COUNTRY DIVISION

ACT & SOUTH COAST QUARRIES

ENTERPRISE AGREEMENT 2000

Communico 9.8.2000 Tem: 36 months Explizy 9.8.2003



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1. TITLE OF AGREEMENT

This agreement shall be known as CSR LTD trading as CSR READYMIX. Country Division ACT & South Coast Quarries Enterprise Agreement 2000.

2. ARRANGEMENT

This Agreement shall apply at CSR Ltd ACT & South Coast Quarries and Workshop in respect of employees covered by the Quarry Industry (State) Award 1994.

3. PARTIES TO THE AGREEMENT

This Agreement shall be binding on:

- a) CSR LTD trading as CSR READYMIX at Country Division 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")
- c) All employees of the Company who are engaged at the sites listed in Annexure "A" in any of the classifications specified in the Quarry Industry (State) Award. ("The Employees")

4. RELATIONSHIP TO PARENT AWARD

- 1. This Agreement shall be read in conjunction with the Quarry 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 AGREEEMENT

This Agreement shall come into operation on and from the first full pay period to commence on or after the date of registration by the Commission 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. 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. AIMS AND OBJECTIVES OF THE AGREEMENT

1. Aims

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

The Company's business needs to continue to improve and grow so that it remains competitive with current and prospective competitors.

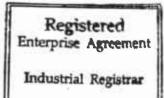
The Company has developed a vision of the type of business it wants and the elements necessary to transfer that vision to a reality.

The critical elements are:

- a) A Customer Service Focus
- b) Safe and Rewarding Work
- c) Continuous Improvement
- d) Employee Participation
- e) Improved Competitiveness
- f) Increased Job Security

2. Objectives

- a) To improve the efficiency and productivity of the Company by ensuring management and labour practices are more closely attuned to current and future needs and objectives of the company.
- b) To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the market place.
- c) To provide a climate for Employees to develop a broader range of skills thereby maximising rewards to Employees and security of employment.



d) To benchmark other organisations that are leader in the field of increased efficiency and productivity and where appropriate utilise this information in implementing change.

9. COMMUNICATION

- 1. All Employees the subject of this Agreement may be required to attend a communication session to inform employees of the contents and requirements of this Agreement.
- 2. Site communication processes will be reviewed and revised arrangements will be implemented as agreed between management and employees concerned.

10. DISPUTES PROCEDURE

- 1. 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.
- 3. 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.
- 4. 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.

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- 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.
- 5. There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- 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.
- 7. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the 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.

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9. 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. THE FIRST AND SECOND ENTERPRISE AWARDS

The parties to this award agree that the output and improvements made from the first award known as "CSR LTD trading as The Readymix Sydney Construction Products And Country Divisions Quarries Enterprising Bargaining Framework Award 1994" (hereafter the "first award") and the CSR Ltd T/A The Readymix Group Country Division South Coast Quarries Enterprise Arrangement No2 (State Award 1995) and CSR Limited (T/A Readymix) - Cooma Road Quarry and Bungendore Quarries Enterprise Agreement, 1997 shall be the starting point from which further improvements are to be made consistent with the terms of this Agreement.

12. STAGES OF THIS AGREEMENT

This Agreement shall comprise of 3 stages;

Stage 1

Upon the making of this Agreement a 3% wage increase shall be paid to employees the subject of this agreement.

Stage 2

12 months after ratification of this Agreement a further 3% wage increase.

Stage 3

24 months after ratification of this Agreement a further 3% wage increase.

13. EBA GOALS TO BE ACHEIVED

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)

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

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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 12month 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.

3. Quality Systems - Product Quality & Consistency

(Annual Bonus Component \$250.00)

The goal is to achieve full compliance with our Quality Assurance & Truck Safe systems achieving nil Non Conformance's (nil rejected loads of product due to quality) or nil workshop rework.

14. PROCESS OF ANALYSIS OF EBA GOALS

For monitoring whether the goals listed in the "EBA Goals" (Clause 13 and Attachment "B") have been achieved by the employee:

- (a) 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 plan for the site will be updated to record the site's progress.
- (b) Employees have agreed 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, 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 13.

15. 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 subclause (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 and 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.

16. EMPLOYEE DUTY OF CARE

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

- a. Lateness when reporting for shift
- b. Early knock off at crib and end of shift
- c. Extended crib breaks
- d. Poor cleanness and house keeping
- e. Damage to equipment that has been attributed to operator neglect
- f. Finished material contamination

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17. 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.

18. 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, when appropriate.

19. 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. A complete Machine History File, Service and Maintenance Register will be maintained by the Manager/Supervisor.

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 competently to carry out the specific tasks. Contractors will be utilised to carry out specialised maintenance tasks, this will be at the discretion of management.

20. PRODUCTIVITY - REFUELLING

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

21 OCCUPATIONAL HEALTH & SAFETY

All Employees shall be involved in developing new safe working procedures, safe work practices and assigned areas for alternate duties throughout the site with the goal of continually reducing the incident and the accident rates.

It is the responsibility of all Employees on site to report to management any potential 0 H & S or environmental breaches. Reporting- shall be via the team leader who will liaise with management, should a management representative not be available

the potential \ actual incident will be controlled \ monitored by the team leader to the best of their abilities. Suitable training will be provided.

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

Disciplinary action may be taken against an employee in the following circumstances; Where:

- (i) An employee is **not** wearing the appropriate PPE and an injury occurs as a result; or
- (ii) PPE is damaged due to the failure of an employee to take proper care, the Company will investigate the. facts of the matter. Depending on the seriousness of the incident in question the employee may be counselled or formally warned after the disciplinary procedure set out in the Agreement has been followed. The Company will ensure that at all times the employee's rights are protected.

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

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22. INCREASED FLEXIBILITIES

- 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-operated 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 provision of The Parent Award relating to Employees classifications are adhered to when implementing this clause.

23. TEAMWORK

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

24. EVIRONMENTAL COMPLIANCE

All Employees shall be involved in improving and complying with Environmental Compliance. Training of new Environmental requirements and obligations will be provide 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 non compliance.



25. WAGE ADJUSTMENTS

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

Stage 1 - 3%

Stage 2 - 3%

Stage 3 - 3%

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CSR LTD trading as CSR READYMIX - COUNTRY DIVISION - ACT & SOUTH COAST QUARRIES ENTERPRISE AGREEMENT 2000.

For CSR LTD trading	as
CSR READYMIX	

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Name FRIAN RICHARD HALDROW

Title Geres Monage - NSu | Vic County.

For AWU - The Australian Workers Union Name Russ Collison

+ R. K. bolle De,

Title STATE SECRETARY

For the Employees

Name	Signature,	Name	Signature
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Cent Bolowin	an Ku	GARETH THOMAS	Garette Thomas
ALLAN COSTA	of Costo	ROBERT PIPER	Al Ayer.
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BULL BALAGA	6. Solage		
STERMEN SWAIN	Stelle Miair		
Rape docce	delle		
Alan Bucie	A. Berger		
HILLP. LOWDENCE			

ANNEXURE "A"

For the proposes of this Agreement the Country Division ACT & South Coast shall be:

ACT and South Coast Quarries Operations Located at:

- Albion Park Transport Workshop.
 Woolly Butt Drive
 Albion Park
 - Marulan Quarry (Johniefields)
 Brayton Road
 Marulan
 - Cooma Road Quarry Old Cooma Road Queanbeyan
 - 4. Bungendore Sand Plant
 Tarago Road
 Bungendore

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Progress on Achieving EBA Goals

ATTACHMENT "B"

							Planned:			Achieved :	>	
	Apr-00	Wav-00	34m-00	201-00	Aug-00	Sep-00	00-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01
Goal:	PA	PA	PA	PA	PA	PA	PA	PA	PA	РА	PA	PA
Complete all necessary actions as identified in the Safety Schedule.												
> identify the activities required each month.			STATE OF						S			
> Assist in the implementation of required actions.												
 Monitor progress to ensure completion of actions. 				85	ji fi			×/		2	200	
 Review activities at safety meetings to monitor progress against schedule. 			1							GEA.		
> Keep Safety Schedule up to date.									20			
> No Lost time Injuries.				000								
Achieve fixed plant utilisation of 90% & efficiency of 95%.												
> Monitor / chart weekly performance of Utilisation &	Cher								40	200		
> Implement a weekly maintenance check lists												
procedure.		The same of	-		Description						- Control	
 Identified items to be scheduled for maintenance. 		000		¥.			W.					
 Implement scheduled planned maintenance. 												
> Implement a lubrication program.											8	
 Implement maintenance recording system & Record all repairs carry out through fixed plant. 												
Product Quality & Consistency												
> Achieve nil Customer complaints regarding quality.												
> Achieve nii stockpile contamination.												
> Eminate waste product stockpiles such as drainage.				N. Committee	0		7	100	370			
 Non Conforming product is to be dealt with ASAP and not to remain in stock pile. 									Z			
> Maintain all stockpile signage as per customer and/or	*											

CSR Readymix Country Division ACT & South Coast Quarries Enterprise Agreement - 2000 Weekly Wage Rate Schedule

SITES COVERED -	(3% increase) Date of Registration	(3% Increase) 12 Months from Date of Registration	(3% Increase) 24 Months from Date of Registration
Quarry Worker - Grade 5	\$590.22	\$607.93	\$626.17
Quarry Worker - Grade 6	\$605.45	\$623.62	\$642.33
Quarry Trade - Level 2	\$630.11	\$649.02	\$668.49
Quarry Trade - Level 3	\$633.29	\$652.28	\$671.85
Quarry Trade - Level 4	\$658.11	\$677.85	\$698.19
Weekly Allowances			*:
In charge of Plant	\$10.89	\$11.21	\$11.55
Leading Hand 2 - 5	\$15.97	\$16.44	\$16.94
Leading Hand 6 - 10	\$22.61	\$23.29	\$23.99
Leading Hand 11 - 20	\$32.14	\$33.10	\$34.09
Leading Hand >20	\$40.79	\$42.01	\$43.27
Tool Allowance	\$11.32	\$11.66	\$12.01

SITES COVERED Classification	- Marulan Quarr (3% increase) Date of Registration	(3% Increase) 12 Months from Date of Registration	(3% Increase) 24 Months from Date of Registration
Quarry Worker - Grade 5	\$604.66	\$622.80	\$641.49
Quarry Worker - Grade 6	\$619.91	\$638.50	\$657.66
Quarry Trade - Level 2	\$644.52	\$663.86	\$683.77
Quarry Trade - Level 3	\$647.72	\$667.15	\$687.16
Quarry Trade - Level 4	\$672.54	\$692.71	\$713.50
Weekly Allowances			
In charge of Plant	\$10.92	\$11.25	\$11.58
Leading Hand 2 - 5	\$16.22	\$16.71	\$17.21
Leading Hand 6 - 10	\$22.97	\$23.66	\$24.37
Leading Hand 11 - 20	\$32.55	\$33.52	\$34.53
Leading Hand >20	\$42.13	\$43.39	\$44.69
Tool Allowance	\$11.64	\$11.99	\$12.35

