

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/32

**TITLE: Hanson Country Batch Plant Operators (Batchers)
Enterprise Agreement 2005**

I.R.C. NO: IRC5/6560

DATE APPROVED/COMMENCEMENT: 23 January 2006 / 1 May 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 February 2006

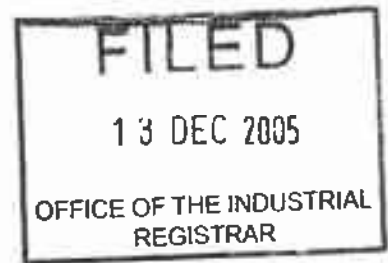
DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Hanson Construction Materials Pty Ltd, located at Level 5, 75 George St, Parramatta NSW 2150, employed in country batch plants in NSW (outside Sydney Metropolitan area as defined) and whose classifications are contained in Clause 6 of this agreement, who fall within the coverage of the Central Batch Plant (State) Award.

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



ENTERPRISE AGREEMENT

THIS AGREEMENT is made on the xxxx day of xxxxxxxx, 2005 between:

HANSON CONSTRUCTION MATERIALS PTY LIMITED, ACN 90 009 679 734 of level 5, 75 George Street, Parramatta in the State of New South Wales [hereinafter referred to as "the Company"] of the one part; and

THE AUSTRALIAN WORKERS UNION, NEW SOUTH WALES BRANCH of 16-20 Good Street, Granville in the said State [hereinafter referred to as "the Union"] for and on behalf of the employees of the Company covered by this Agreement.

This Agreement is made pursuant to the provisions of Chapter 2 Part 2 of the Industrial Relations Act 1996 (NSW).

The parties hereto hereby agree as follows:

1. TITLE

This Agreement shall be known as the Hanson Country Batch Plant Operators (Batchers) Enterprise Agreement 2005.

2. STATUS AND SCOPE

- 2.1 This Agreement shall apply to all employees of the Company employed in country batch plants in New South Wales (outside the Sydney Metropolitan Area as defined) and whose classifications are contained in Clause 6 Wages and Classification of this Agreement.
- 2.2 This Agreement is exclusive to the parties. Where there is any inconsistency between the provisions of this Agreement and the provisions of the Central Batch Plants (State) Award then the provisions of this Agreement shall prevail.

3. EXISTING FLEXIBILITY

The workplace flexibilities arising from the previous Enterprise Agreements between the parties are deemed to continue during the life of this Agreement.

AWU initials

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Hanson initials

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4. ROSTERED DAYS OFF

Employees covered by this Agreement shall have the option to obtain the cash value of their accrued RDOs on the following basis: -

- 4.1 The employee must indicate to the company at Area Manager level that he/she wishes to cash some RDOs.
- 4.2 The cash value of the employee's accrued RDOs, paid at normal rates, may be obtained by the employee at any time during the year. The RDOs may be cashed on no more than two separate occasions per calendar year.
- 4.3 In order to exercise the option to cash their accrued RDOs the employee in question must have a good attendance record.

5. TIER CLASSIFICATIONS

- 5.1 Employees (batchers only, not testers) will be rewarded for consistently displayed performance that is above and beyond the standards expected of a competent batcher. To be eligible the employee must first satisfy the normal expectations of knowledge, skills and compliance with Hanson systems, procedures and policies. This will be formally appraised annually by the Plant Manager and Area Manager using Hanson assessment forms, as well as during normal day to day interaction with the employees manager.
- 5.2 To progress beyond the normally expected batcher standards (tier two), the employee will need to clearly demonstrate a high level of performance, initiative and attitude, particularly in the areas of customer interaction, management support and assistance, paperwork and data accuracy, plant maintenance, plant and office cleanliness, FEL maintenance, safety awareness and policy enforcement, and collection of cash sale monies.
- 5.3 While assessments are normally performed annually, a mid year review may be undertaken if a significant variation in performance becomes evident.
- 5.4 If the employees performance falls below the quality expected of their current tier level the employee will revert to the next level down, but no lower than tier two. Prior to this occurring the Plant Manager will advise the employee of the relevant concerns, hence providing the employee with an opportunity to promptly rectify the problem.

5.5 Tiers

Tier one

An inexperienced employee who is undergoing training in Hanson's systems, procedures and policies. Progress beyond this tier will be by assessment to demonstrate satisfactory performance, and the initial assessment will be undertaken within three months of commencement.

Tier two

An employee with all the skills and knowledge to satisfactorily undertake all the day to day activities necessary to be a fully competent batcher and to comply with Hanson's requirements.

Tier three

An employee who clearly and consistently demonstrates a superior level of performance, initiative and attitude, particularly in the areas of customer interaction, management support and assistance, paperwork and data accuracy, plant maintenance, plant and office cleanliness, FEL maintenance, safety awareness and policy enforcement, and collection of cash sale monies. Of particular importance will be telephone interaction with customers, including COD selling skills.

Tier four

An employee who clearly and consistently demonstrates an outstanding level of performance and initiative in all the above areas. The employee will also possess additional capabilities and perform additional managerial support functions as required. It is expected that this tier will be achieved by exceptional performers who display management potential. The following skills/competencies are essential to this tier:

- a) Current confined spaces certificate
- b) Current first aid certificate
- c) Tester accreditation (internally accredited)

6. WAGES AND CLASSIFICATIONS

- 6.1 A wage increase of 4% will take effect from 1 May 2005.
- 6.2 A wage increase of 3% will take effect from 1 May 2006.
- 6.3 A wage increase of 3% will take effect from 1 May 2007.

6.4 The following rates of pay will apply under this agreement.

Classifications	Existing Rate	1 st May 2005	1st May 2006	1st May 2007
Batcher - tier two	\$680.91	\$708.15	\$729.39	\$751.27
Field Tester	\$671.75	\$698.62	\$719.58	\$741.17

As per the previous agreement these rates include the Industry Allowance.

6.5 Payment for tier levels will be as follows:

- Tier one 90% of tier two
- Tier two 100%
- Tier three 102% of tier two
- Tier four 104% of tier two

6.6 As per the previous agreement employees will be paid lump sum amounts of \$80.00 in December and June of each year of the agreement in lieu of claiming any Meal Allowances.

7. SATURDAY WORK

As per the previous agreement a flat payment of \$64.00 shall apply for all work performed on a Saturday when an employee works 2 hours or less. When more than 2 hours are worked, the employee shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.

8. SALARY SACRIFICE

Where an employee covered by the provisions of this Agreement wishes to implement salary sacrifice for the purposes of superannuation then this will be facilitated by the company on the following terms:

- (a) the employee must advise the company in writing of his/her request to salary sacrifice;
- (b) the salary sacrifice must be directed to the same superannuation fund to which the company is directing its statutory contribution.
- (c) Hanson reserves the right to limit the value of the salary sacrifice to comply with legislated age deductibility limits.

9. NO FURTHER CLAIMS

- 8.1 The Union and the employees agree to make no further claims during the life of this Agreement
- 8.2 Where there is any National or State Wage Case increase or Safety Net payment or any other award increase occurring during the life of this Agreement such increases or payments will not apply to employees covered by this Agreement.

9. TERM AND OPTION

- 9.1 This Agreement will commence on 1st May, 2005 and will remain in operation for a period of three (3) years thereafter.
- 9.2 Negotiations for the next EBA should commence at least 3 months prior to expiry of the existing agreement.

10. DISPUTES PROCEDURE

- 10.1 Where a dispute occurs it shall be the subject of discussion between the parties concerned in an attempt to resolve it.
- 10.2 If the dispute remains unresolved the employee(s) concerned may seek to involve the union to assist in resolution.
- 10.3 If the dispute remains unresolved the matter may be referred by either party to the Industrial Relations Commission of New South Wales.
- 10.4 During any dispute work shall continue free of bans, limitations or stoppages.

Signed for and on behalf of
**HANSON CONSTRUCTION
MATERIALS PTY LTD**

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[Signature] GARENE STARRK

Date 7/9/2005

in the presence of:

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[Signature] DIANNE SOGEDIN

Date 7/9/2005

Signed for and on behalf of
the AWU

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[Signature]

Date 7/9/2005

in the presence of:

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[Signature]

Date 7/9/2005

AWU initials

[Signature]

Hanson initials

[Signature]