

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/46

TITLE: CSR Ltd Trading as The Readymix Group Country Division South Coast Enterprise Agreement 1999

I.R.C. NO: 99/6740

DATE APPROVED/COMMENCEMENT: 22 December 1999

TERM: 31 January 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 10 March 2000

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees covered under the Cement Mixers and Concrete Workers Central Batch Plant (State) Award 1994, and The Readymix Group Country Division South Coast Concrete Enterprise Arrangement No 2 (State) Award 1996

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

**CSR LTD T/A THE READYMIX
GROUP**

COUNTRY DIVISION

SOUTH COAST CONCRETE

ENTERPRISE AGREEMENT

1999

**Registered
Enterprise Agreement**

Industrial Registrar

1. TITLE

This Agreement shall be known as the CSR LTD T/A THE READYMIX GROUP COUNTRY DIVISION SOUTH COAST ENTERPRISE AGREEMENT 1999.

2. ARRANGEMENT

Clause	Page No.
1. TITLE.....	1
2. ARRANGEMENT	1
3. SCOPE, AND APPLICATION OF AGREEMENT	3
4. PERIOD OF OPERATION	3
5. PARTIES BOUND	4
6. NO EXTRA CLAIMS	4
7. AIMS AND OBJECTIVES OF AGREEMENT	4
8. COMMITMENTS	5
9. ONGOING RECOGNITION AND COMMITMENT TO BUILDING IN QUALITY AND SAFETY.....	6
10. AWARENESS TRAINING.....	6
11. THE SECOND AGREEMENT	7
12. STAGES OF THIS AGREEMENT.....	7
13. EBA GOALS TO BE ACHEIVED.....	7
14. PROCESS OF ANALYSIS OF THE EBA GOALS	9
15. STARTING AND FINISHING TIME.....	9
16. PRODUCT HANDLING.....	9
17. MANNING LEVELS	9
18. COMPANY VEHICLES	9
19. SAMPLING AND TESTING	10
20. CARTAGE CONTRACTS	10
21. OH&S	10
22. REMOVAL OF ARTIFICIAL BARRIERS.....	10

23.	RECORDING OF WORK HOURS	11
24.	ANNUALISED SALARIES	11
25.	TEAMWORK	11
26.	DISPUTE SETTLEMENT PROCEDURE	12
	SIGNATORIES	13
	SCHEDULE A – Further Increases.....	14
	SCHEDULE B – EBA Goals.....	15

Registered
Enterprise Agreement
Industrial Registrar

3. SCOPE, AND APPLICATION OF AGREEMENT

3.1 Scope of Work:

The intent of this Agreement is to provide a set of wages rates and conditions of employment for employees employed on or at the business units operated by CSR Ltd t/a The Readymix Group – Country Division (South Coast) on or at this following sites;

- Albion Park;
- Bowral;
- Unanderra; and
- Nowra.

3.2 Application of Agreement

The terms and conditions of this Agreement shall cover extensive material handling and associated works within the business units identified at 3.1 carried out by employees of CSR Ltd t/a The Readymix Group who are covered by the following award:

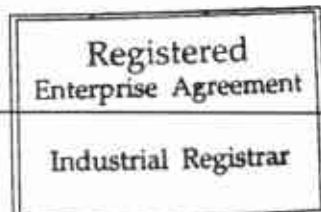
- Cement Mixers and Concrete Workers Central Batch Plant (State) Award 1994.

This Agreement shall be read and construed in conjunction with the Cement Mixers and Concrete Workers, Central Batch Plants (State) Award 1994. Where there is any inconsistency between this award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

This Agreement builds on the reforms introduced under the CSR Ltd t/a The Readymix Group Country Division South Coast Concrete Enterprise Arrangement No. 2 (State) Award 1996. Where there is any inconsistency between this award and this agreement, this agreement shall prevail to the extent of the inconsistency.

4. PERIOD OF OPERATION

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and have a period of operation until 31 January 2001.



5. PARTIES BOUND

The parties bound by this agreement are:

- (a) CSR Limited trading as The Readymix Group at Country Division (South Coast) ("the Company") concerning the following sites:
 - Albion Park;
 - Bowral;
 - Unanderra; and
 - Nowra.
- (b) The organisation of employees known as Australian Workers' Union Port Kembla, South Coast and Southern Highlands Branch ("the Union")
- (c) All employees engaged by the Company in any of the classifications specified in the Cement Mixers and Concrete Workers, Central Batch Plants (State) Award 1994.

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 of the project.

7. AIMS AND OBJECTIVES OF AGREEMENT

The Parties to this Agreement are committed to achieving improvements in productivity, efficiency and flexibility which in turn will significantly increase the Company's competitiveness. The Company business needs to improve and grow so that it becomes competitive. The Parties have developed aims and objectives for this Agreement that build on critical elements included in earlier agreements. These critical elements are:

Customer Service Focus – The Agreement objective regarding customer service focus, recognises who our customers are and what their expectations are. The Parties aim to ensure customer expectations are achieved through service delivery focusing on quality.

Workforce Safety - The Agreement objective regarding workforce safety is to be world class in all aspects of the project and is to reflect a positive culture of working safely.

Schedule – The Agreement objective regarding scheduling is that of completing the associated goals on or ahead of the scheduled completion date as identified in Appendix A.



Environment – The Agreement objective regarding environmental management is that genuine sensitivity and responsiveness is to be shown at all times to the environment with potential problems either designed out or otherwise prevented. Practices and procedures that exceed expectations and are world class are to be used throughout the works. This will be achieved initially by educating the employees via induction procedures as well as an ongoing commitment to, and involvement of, the employees in the site Environmental Management Plan.

Community - The Agreement objective regarding community obligations is that the works is to ensure that all visible components are designed to be aesthetically pleasing, consistent with general style of the area and/or improving the area. Practices and procedures are to be rated as world class with genuine sensitivity and responsiveness to be shown at all times to community members and groups.

Employee Participation – The Agreement objective regarding employee participation is to ensure employees interact in workplace discussions.

8. COMMITMENTS

The Parties to this Agreement are committed to ensuring:

- The terms and conditions of this Agreement lead to real gains in overall productivity and workplace efficiencies, together with improvements to health and safety standards, environmental and community standards.
- Build on and develop further the objectives outlined in the CSR Ltd t/a The Readymix Group Country Division South Coast Concrete Enterprise Arrangement No. 2 (State) Award 1996.
- The Dispute Avoidance Procedure provided for in this Agreement is strictly adhered to.
- There is a willingness by employees to accept flexibility of jobs and duties, an acceptance of improved work organisation which means flexibility and inter-changeability such that every individual employee will perform any task that the employee is competent to perform, provided that such tasks are safe, legal and logical.
- The parties are able to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the management of the works.
- To create a positive environment to introduce enterprise bargaining into the Company's operations.



-
- To provide guidance and increase awareness about the enterprise bargaining process.
 - 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.
 - 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.
 - To provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees and security of employment.
 - To benchmark other organisations that are leaders in the field of increased efficiency and productivity and where appropriate utilise this information in implementing change.
 - To provide guidance and increase awareness regarding our objectives, under Environmental and Occupational Health and Safety Regulations.

9. ONGOING RECOGNITION AND COMMITMENT TO BUILDING IN QUALITY AND SAFETY

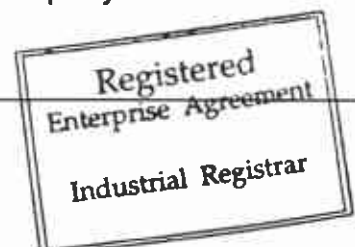
The Company has commenced the introduction of Total Quality Management and Safety Procedures and is committed to the principles of improving the processes we employ. To obtain the maximum benefits from the continuous improvement program all employees are committed to co-operating with the program and implementing continuous improvement activities. All employees will become familiar with Building in Quality and Safety concepts and skills through training and involvement in project work.

10. AWARENESS TRAINING

All employees the subject of this agreement shall be provided with awareness training covering the following areas:

- the content of this agreement;
- the requirements of this agreement;
- concepts of teams, teamwork and self directed work teams; and
- the removal of artificial barriers ie, physical, cultural and conditional barriers and how to systematically remove them by agreement.

Such training shall be held during paid time but shall be arranged to minimise the impact on continuous operations of the Company's activities and customer service.



11. THE SECOND AGREEMENT

The Parties to this agreement agree that the second award known as "CSR Ltd T/A The Readymix Group – Country Division (South Coast) Concrete Enterprise Agreement No.2 (State) Award 1996", (hereafter second agreement) shall be the starting point from which further improvements are to be made consistent with the terms of this award. The Parties shall ensure that the commitments and requirements arising from the first award are met.

12. STAGES OF THIS AGREEMENT

This agreement shall comprise of 2 stages:

Stage 1

This stage is represented by the implementation and achievement of the "EBA Goals" as is outline in Annexure "B". In this regard, the Company has set a number of goals listed in Annexure "B" for each site over a four month period, up and until 31 January 2000. Employees have agreed to strive to meet goals at their respective sites within the prescribed time period. The site's performance, against the "EBA Goals", will be discussed, and monitored, with them by Management on a monthly basis. If the employee successfully achieves each of these EBA Goals, at the end of the four month period, the Company agrees to pay to that employee a non-cumulative performance bonus of \$670.00 (gross).

Upon ratification of this agreement a 3% increase on the current rate of pay at that time shall be paid to employees the subject of this agreement.

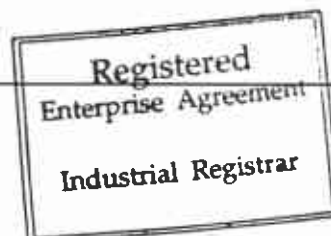
Stage 2

On 1 February 2000 the parties shall have implemented the second stage of the "EBA Goals" as is outline in Annexure "B". The Company has again set a number of goals listed in Annexure "B" for each site over a twelve month period, up and until 31 January 2001. Employees have agreed to strive to meet these goals at their respective sites within the time period. The site's performance, against the "EBA Goals", will again be discussed, and monitored, with them by Management on a monthly basis. If the employee successfully achieves each of these EBA Goals, at the end of the twelve month period, the Company agrees to pay to that employee a non-cumulative performance bonus of \$670.00 (gross).

A further 3% increase on the 1 February 2000 shall be paid to the employees the subject of this agreement.

13. EBA GOALS TO BE ACHIEVED

The following reflects the relevant goals set by the Company for employees to achieve as "EBA Goals".



Goals:

- (1) *Complete Work Instructions which include JSAs, and Safe Working Procedures for all significant processes at each plant or laboratory*

(Annual Bonus Component \$370)

- Develop list of processes and prioritise with Site Manager
- Review Work Instructions and other source material from other sites
- Draft Work Instructions in order of agreed priority
- Review the Work Instructions with Site Manager and QA Manager
- Revise the Work Instructions as agreed
- Agree final draft of each Work Instruction
- Publish Work Instructions as each is finished
- Issue Work Instructions to Plant Staff
- Train Staff in Work Instructions
- Audit Staff for compliance with Work Instructions
- Review Work Instructions and amend if required

- (2) *Safety*

(Annual Bonus Component \$100)

- Achieve the requirements of the CSR's Annual Safety Plans as they apply to each site

- (3) *Maintenance of the site's plant and equipment in accordance with Company Standards*

(Annual Bonus Component \$100)

- Properly complete and adhere to the maintenance schedule/s for the site's plant and equipment. Plant staff are only to carry out maintenance tasks for which they are qualified

- (4) *Reduction in days lost through absenteeism*

(Annual Bonus Component \$100)

- The goal is to achieve nil days lost through absenteeism where there is no valid reason (Days lost)



14. PROCESS OF ANALYSIS OF EBA GOALS

14.1 For monitoring whether the goals listed in the "EBA Goals" (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 period (Stage 1 being 4 months and Stage 2 being 12 months), the Company agrees to pay to those employees, employed at that site, a non-cumulative performance bonus of \$670.00 (gross).

15. STARTING AND FINISHING TIME

All Plant and Equipment is to be in operation by the nominated starting time ie pre start up checks shall be done before the nominated starting time.

16. PRODUCT HANDLING

All employees shall handle Texcrete, Granite Guard, Micropos, Steel Fibre, and Miscellaneous products when required. This includes movement into and out of stores, maintaining stock movements, attending to customers and issuing of the necessary documentation.

17. MANNING LEVELS

All South Coast plants shall be operated as one man plants. Those plants which are currently not, will be set up to do so. This will be done in conciliation with employees involved. Only in periods of peak demand will there be a need for additional support.

18. COMPANY VEHICLES

Those employees with access to company utes will endeavour to call on customers and seek additional work at every opportunity, leaving a responsible driver in charge in their absence.



Those employees with access to company sites, whilst on leave will ensure sites remain on site so they can be utilised by others in their absence.

19. SAMPLING AND TESTING

Laboratory Technicians shall, when requested, carry out both Raw Material sampling and testing and Concrete sampling and testing.

20. CARTAGE CONTRACTS

Batcher allocators will ensure all additional requirements and obligations are met under the terms and conditions of the Country Concrete Carriers Agreement.

21. OH&S

All employees shall, when requested attend SIT meetings and 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.

22. REMOVAL OF ARTIFICIAL BARRIERS

All parties to this award are committed to the removal of artificial barriers that separate different levels of employment in the business unit concerned. To this end the parties agree to adopt the following process:

- (a) After the business unit has received training as outlined in Clause 10 – Awareness Training of this award, the consultative team shall identify a barriers list between different levels of employment at the business unit concerned. Such barriers shall be categorised in the following areas:
 - (i) cultural and behavioural;
 - (ii) physical; and
 - (iii) conditional.
- (b) The barriers identified shall be priorities in order of:
 - (i) importance to the business unit concerned; and
 - (ii) ease of removal.
- (c) Barriers identified as easily removed or quick fix items, shall be removed by agreement with the business unit concerned.
- (d) Other items identified as priorities, but not easily removed shall be discussed and an agreed removal process implemented. Should any issues require significant capital improvement these issues shall be

subject to relevant company procedures prior to any removal being implemented.

- (e) It is the aim of the parties to this award that as many barriers identified be removed by agreement during the nominal life of this award.
- (f) Should removal of any barrier/s identified required variations to this award, for legal reasons, such variation shall occur, provided that the business unit concerned has agreed to such removal.

23. RECORDING OF WORK HOURS

Recording hours of work will be the responsibility of each employee to record their own hours on a daily basis using the Readymix Weekly Wage Sheet (No 8803). These will be forwarded to the Manager/Supervisor at the end of each pay week.

24. ANNUALISED SALARIES

The parties to this agreement and the business unit/s concerned are committed to **investigating** the introduction of annualised salaries during the normal life of this agreement. To this end the business unit concerned shall:

- (a) Collect relevant data ie levels of overtime, appropriate allowance/penalties for absorption, any benefits that may accrue and projections of future levels of work.
- (b) Discuss the data collected with a view to its relevance to the introduction of annualised salaries.
- (c) In the event that the parties in the business unit concerned, having used their best endeavours, reach agreement on the introduction of annualised salaries, the parties to this agreement shall vary this agreement to incorporate the understanding.

25. TEAMWORK

25.1. Each business unit concerned shall, subsequent to the training outlined in Clause 10, investigate the introduction of self directed work teams and the restructuring of existing work patterns and arrangements. Such discussion shall include, but not be limited to:

- (a) the size of teams;
- (b) the number of teams;
- (c) the role of team leaders (if any);
- (d) the levels of responsibility of team members and management;



-
- (e) external resources the business may need to assist with the introduction of self directed work teams; and
 - (f) the process of moving from current work practices to self managed teams.

25.2 In the event that the parties in the business concerned, having used their best endeavours, reach agreement on the introduction of self directed work teams, the parties shall vary this agreement to incorporate the agreement.

26. DISPUTE SETTLEMENT PROCEDURE

A fundamental requirement of this Agreement is that this Clause is to be observed in its entirety by all parties to this Agreement. On all occasions, any issue, grievance or dispute over any matter between the parties to this agreement shall be settled in accordance with this procedure without resorting to industrial action.

In the event of any grievance or of any major change in employment conditions or agreement terms, or in the event of any dispute between the Company and its employee/s, the steps below shall be followed provided always that work shall continue in the normal manner without bans and limitations on the performance of work.

- (a) The grievance or dispute shall, in the first instance, be pursued between the employee or employees concerned and the immediate supervisor and if required the relevant union delegate/s.
- (b) If the matter is not resolved, then discussion should be conducted with senior management and if appropriate, the accredited delegate of the Union/s concerned and the relevant state union official.
- (c) If the matter is still not settled, then a conference shall be held between senior officials of the union/s together with the manager or his/her nominee.
- (d) If the matter cannot be settled by a conference between the parties, the General Manager of the Company and/or the Union/s may notify a dispute to the Industrial Relations Commission of New South Wales which shall endeavor to resolve the issue between the parties by conciliation and/or arbitration. Alternatively, the dispute may be listed in another court of competent jurisdiction.

It is agreed between the parties, that disputes arising on a particular business unit(s) shall not involve the other employees employed at the other business units covered by to this Agreement



The parties are committed to total adherence to the above procedure. This shall be facilitated in the first instance 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.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.

This procedure shall not prevent the project manager or the union/s from making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

SIGNATORIES

SIGNED for and on behalf of
CSR LIMITED trading as
The Readymix Group
in the presence of

[Handwritten signature]

[Handwritten signature]

Signature of Witness

K. C. DUFF - TYLER

Name of Witness

SIGNED for and on behalf of
AUSTRALIAN WORKERS UNION
NSW Branch
in the presence of

[Handwritten signature]

[Handwritten signature]

Signature of Witness

ARTHUR RORRIS

Name of Witness

Entag:csrsca1



Annexure "A"

RATES AND INCREASES

Classification	Current Rate	As at date of Certification	1 February 2000
Concrete Batching and Allocation Employees	\$570.85	\$587.98	\$605.62
Concrete and Quarry Testing Employees	\$573.27	\$590.47	\$608.18



Annexure "B"

Progress on Achieving EBA Goals

Planned:  Achieved: 

Planned:  Achieved: 

Plant: _____

Goal :	Month 1		Month 2		Month 3		Month 4	
	P	A	P	A	P	A	P	A
Complete Work Instructions which include JSAs, and Safe Working Procedures for all significant processes at each plant or laboratory. (ANNUAL BONUS COMPONENT \$370)								
> Develop list of processes and prioritise with Site Manager.								
> Review Work Instructions and other source material from other sites.								
> Draft Work Instructions in order of agreed priority								
> Review the Work Instructions with Site Manager and QA Manager.								
> Revise the Work Instructions as agreed								
> Agree final draft of each Work Instruction								
> Publish Work Instructions as each is finished								
> Issue Work Instructions to Plant Staff								
> Train Staff in Work Instructions								
> Audit staff for compliance with Work Instructions.								
> Review Work Instructions and amend if required.								
Safety (ANNUAL BONUS COMPONENT \$100)								
> Achieve the requirements of CSRs Annual Safety Plan as they apply to each site								



South Coast Concrete EBA Goals

Progress on Achieving EBA Goals

Plant:

Planned: 

Achieved: 

Goal :	Month 1		Month 2		Month 3		Month 4	
	P	A	P	A	P	A	P	A
Maintenance of the site's plant and equipment in accordance with Company Standards (ANNUAL BONUS COMPONENT \$100)								
> Properly complete and adhere to the maintenance schedule/s for the site's plant and equipment. Plant staff are only to carry out maintenance tasks for which they are qualified.								
Reduction in days lost through absenteeism. The goal is to achieve nil days lost through absenteeism where there is no valid reason. (ANNUAL BONUS COMPONENT \$100)								
> Days lost								

Registered
Enterprise Agreement
Industrial Registrar

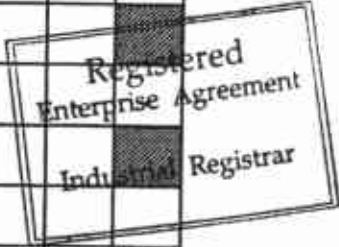
Progress on Achieving EBA Goals

Plant:

Planned:

Achieved:

Goal:	Month 5		Month 6		Month 7		Month 8		Month 9		Month 10		Month 11		Month 12		Month 13		Month 14		Month 15		Month 16		
	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	
Complete Work Instructions which include JSAs, and Safe Working Procedures for all significant processes at each plant or laboratory. (ANNUAL BONUS COMPONENT \$370)																									
> Develop list of processes and prioritise with Site Manager.																									
> Review Work Instructions and other source material from other sites.																									
> Draft Work Instructions in order of agreed priority																									
> Review the Work Instructions with Site Manager and QA Manager.																									
> Revise the Work Instructions as agreed																									
> Agree final draft of each Work Instruction																									
> Publish Work Instructions as each is finished																									
> Issue Work Instructions to Plant Staff																									
> Train Staff in Work Instructions																									
> Audit staff for compliance with Work Instructions.																									
> Review Work Instructions and amend if required.																									
Safety (ANNUAL BONUS COMPONENT \$100)																									
> Achieve the requirements of CSR's Annual Safety Plan as they apply to each site																									



South Coast Concrete EBA Goals

Progress on Achieving EBA Goals

Planned:  Achieved: 

Plant: _____

Goal:	Month 5		Month 6		Month 7		Month 8		Month 9		Month 10		Month 11		Month 12		Month 13		Month 14		Month 15		Month 16	
	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A	P	A
Maintenance of the site's plant and equipment in accordance with Company Standards (ANNUAL BONUS COMPONENT \$100)																								
> Properly complete and adhere to the maintenance schedules for the site's plant and equipment. Plant staff are only to carry out maintenance tasks for which they are qualified.																								
Reduction in days lost through absenteeism. The goal is to achieve nil days lost through absenteeism where there is no valid reason. (ANNUAL BONUS COMPONENT \$100)																								
> Days lost																								

