

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/276

TITLE: Rocla Quarry Products NSW Enterprise Bargaining Agreement 2001

I.R.C. NO: 2001/4917

DATE APPROVED/COMMENCEMENT: 8 August 2001/15 February 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/94

GAZETTAL REFERENCE: 12 October 2001

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged under the Quarrying Industry (State) Award

PARTIES: Rocla Ltd trading as Rocla Quarry Products -&- The Australian Workers' Union, New South Wales

1. **The Title**

The Agreement is known as the **Rocla Quarry Products NSW Enterprise Bargaining Agreement 2001.**

2. **Arrangement**

This Agreement is arranged as follows:

Clause No.	Subject
1.	Title
2.	Arrangement
3.	Application
4.	Parties Bound
5.	Objectives and Benefits of the Agreement
6.	Date & Period of Operation
7.	Relationship to Parent Award
8.	Wage Rates
9.	Superannuation / Salary Sacrifice
10.	Avoidance of Industrial Disputes
11.	Use as a Precedent Prohibited
12.	No Duress
13.	Confirmation
Appendix A	Productivity Gains and Measures
Appendix B	1999 Enterprise Bargain Agreement

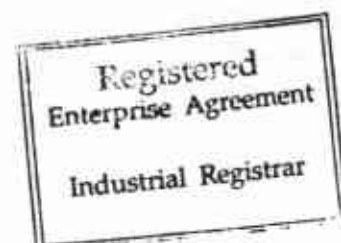
3. **Application**

This Agreement applies to all employees of Rocla Ltd. trading as Rocla Quarry Products, who are bound by the terms of the Quarrying Industry (State) Award 1994 and ancillary quarry sites in NSW operated by the company.

4. **Parties Bound**

Parties to this Agreement are:

- (i) The AWU NSW representing all employees of Rocla Ltd. engaged in any of the occupations, industries or callings specified in the Quarrying Industry (State) Award, 1994.
- (ii) Rocla Ltd. trading as Rocla Quarry Products at **Kurnell, Windsor, Bell, and Raymond Terrace.**



5. Objectives and benefits of the Award

This Agreement is intended to aid and encourage the implementations of changes in work practices and the way in which work is organised in the company. The parties recognise that an important factor in achieving these objectives is the development of a workplace environment which supports the participation of employees in the development of improved productivity and flexibility of all operations.

It is expected that the gains resulting from the application of this agreement will be of a wide nature, affecting production cost, market share, customer service and profit contribution.

6. Date and Period of Operation

This agreement shall have effect from the 15th February 2001 and shall operate from this date and shall remain in force until 15th February 2003.

The Agreement shall not be varied except by mutual consent of the parties. The union undertakes not to pursue any extra claims, award or over-award, during the period of operation of this agreement, provided that the rates shall not fall below the award rates for ordinary time.

7. Relationship to Parent Award

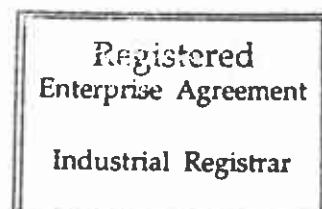
This Award shall be read and interpreted wholly in conjunction with the Quarrying Industry (State) Award 1994 and the previous registered Enterprise Agreements and the 1999 Enterprise agreement (Appendix B), provided that where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

8. Wage Rates

Base Rates of pay shall be increased under this agreement as follows:

First Increase 4.0% In the hourly rate and allowances from the first pay period on or after 15th February, 2001.

Second Increase up to 3.0% In the hourly rate and allowances from the first pay period on or after 15th February, 2002
(Dependent on productivity measures – refer Appendix A))



9. Rocla shall recognise the first Monday in December instead of Easter Saturday as the AWU "Picnic Day".

10. **Superannuation "Salary Sacrifice"**

Additional Contributions to Superannuation.

- (a) Notwithstanding any other provisions of the Agreement, an employee may, by mutual agreement with the Company, request:
- That benefits in the form of additional superannuation contributions be provided; and
 - That their pay under the Award/Agreement be reduced by an amount equivalent to that paid as additional superannuation contributions.
- (b) The maximum additional superannuation contribution that can be made is the lesser of:
- The difference between the employee's award rate of pay and ordinary time earnings.
- (c) Any additional superannuation contribution the employer, on behalf of the employee, makes under sub clause (a) above, will be paid to the Fund to which the employer pays Superannuation Guarantee Contributions for that employee.
- (d) The form of any request under sub-clause (a) above, will be as prescribed by the Company.
- (e) An employee may withdraw from receiving additional superannuation contributions at times prescribed by the Company by completing a Form as prescribed by the Company. In such a case, the employee will receive his or her full pay payable under clause (8) of the agreement.
- (f) The total benefits and pay received under Sub clause (a) above will not be of a lesser value than the pay payable to the employee under Clause (8) of the Agreement.
- (g) An employee who elects to enter the arrangement embodied in sub-clause (a) above, will receive the benefits of this arrangement in lieu of the pay due under clause (8) when on paid leave.
- (h) All other entitlements, including termination payments, will be based on the appropriate pay before entering the arrangement embodied in sub clause (a) above.
- (i) The Company may amend or withdraw the benefits provided by this clause in the event of changes in Government legislation which affect the status (taxation or otherwise) of contributions paid under sub clause (a) above, following consultation with the unions respondents to this Agreement.
- (j) The Administrative costs of salary packaging will be at the participating employee's expense.

11. **Avoidance of Industrial Disputes**

The parties to this Agreement undertake to observe the procedure for the avoidance of industrial disputes contained in the parent award, that is Clause 3.5 of the Quarrying

Industry (State) Award 1994.

In addition, the parties agree that in the event of a dispute, they will act promptly in seeking a resolution and prior to any matter being brought to the Industrial Relations Commission of New South Wales, it will be submitted to a Disputes Committee. The membership of this Committee may be varied to suit the circumstances, but will comprise at least one official from the Union concerned and one senior company officer. While this procedure is being followed, work will continue normally.

12. Use of Precedent Prohibited

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

13. No Duress

This Agreement is made with neither party under duress.

14. Confirmation

In confirmation of Agreement by the Parties:

For Rocla Ltd.:

Name: *JOHN LOUIS GARDINER*

Signature:.....

John Gardiner

Witness.....

May Kerckhoff

Date:.....

30 MARCH 2001

For the AWU NSW:

Name:

R. K. COLLISON

Signature:.....

R. K. Collison

Witness.....

R. Slavkos

Date:.....

3 4 01

Union Delegate

.....

Name.....

Witness:

Date:

ROCLA QUARRY PRODUCTS N.S.W.

ENTERPRISE BARGAINING AGREEMENT

APPENDIX A

PRODUCTIVITY GAINS AND MEASURES

This Appendix details the Agreement reached by negotiations between parties to achieve real gains in productivity, efficiency and flexibility at Rocla Quarry Products Operations, covered by the Quarrying Industry (State) Award and for which the wage increases in Clause 8 of this Agreement are payable, upon registration by the industrial registrar of New South Wales.

Major change Areas

The Agreement is based on the implementation of change in three main areas, they are:

- (a) The development of additional flexibility in daily work patterns and practices.
- (b) The continued operation of a continuous Improvement Process (CIP) which seeks to involve employees in problem solving and developing improvements in work methods and practices.
- (3) In consultation with employees, the establishment of a set of performance measures which provide a reliable indicator of the effect of the CIP on overall business results.

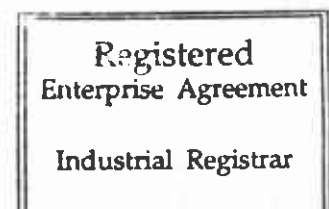
The parties recognise that the achievement of many of the changes contained in this overall plan may require further investment by the company in training and development programs for employees.

In addition to this skills training, the company accepts the need to provide training in non-operational areas, such as TQM practices, problem solving and communications, that may be necessary to the development of multi-skilled teams.

1. Flexible Operations

In addition to the improvements agreed in the previous Enterprise Bargain Agreements, the following improved flexibilities have been agreed.

- (i) All employees to focus on customer satisfaction including but not limited to:-
Duration of customer's truck in quarry.
Complaint of contaminated loads.



Accurate paperwork.

- (ii) All other provisions in prior EBA's and site agreements are to remain in place.

2. Performance Measures

Measures to monitor productivity shall be established through a consultative process between Rocla and Employees. Benchmarks and productivity targets shall be set in the same manner and plans established and agreed to achieve sufficient productivity improvement in the performance of Rocla's quarrying operations to enable payment of the second wage increase based on an equitable sharing of productivity improvements.

In addition to previous productivity measures, plans shall be established and agreed to improve the Key areas of customer satisfaction (in terms of minimising the number of contaminated loads) and minimising time customers' vehicles are in the quarries waiting to be loaded.

During the course of this agreement it is acknowledged that some initial plans may have to be adjusted as a result of changed circumstances in production at some quarries that are outside the control of Employees.

Registered
Enterprise Agreement
Industrial Registrar

**ROCLA QUARRY PRODUCTS
ENTERPRISE BARGAIN AGREEMENT**

APPENDIX B

1999 ROCLA QUARRY PRODUCTS NSW

ENTERPRISE BARGAIN AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

1. The Title

The Agreement is known as the Rocla Quarry Products NSW Enterprise Bargaining Agreement 1999.

2. Arrangement

This Agreement is arranged as follows:

Clause No.	Subject
1.	Title
2.	Arrangement
3.	Application
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6.	Date & Period of Operation
7.	Relationship to Parent Award
8.	Wage Rates
9.	Avoidance of Industrial Disputes
10.	Use as a Precedent Prohibited
11.	No Duress
Appendix A	Productivity Gains and Measures

3. Application

This Agreement applies to all employees of Rocla Ltd. trading as Rocla Quarry Products, who are bound by the terms of the Quarrying Industry (State) Award 1994 and ancillary quarry sites in NSW operated by the company.

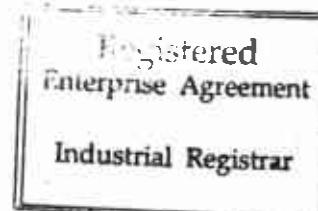
4. Parties Bound

Parties to this Agreement are:

- (i) The AWU NSW representing all employees of Rocla Ltd. engaged in any of the occupations, industries or callings specified in the Quarrying Industry (State) Award, 1994.
- (ii) Rocla Ltd. trading as Rocla Quarry Products at Kurnell, Windsor, Bell, Mittagong and Raymond Terrace.

5. Objectives and benefits of the Award

This Agreement is intended to aid and encourage the implementations of changes in work practices and the way in which work is organised in the company. The parties recognise that an important factor in achieving these objectives is the development of a workplace



environment which supports the participation of employees in the development of improved productivity and flexibility of all operations.

It is expected that the gains resulting from the application of this agreement will be of a wide nature, affecting production cost, market share, customer service and profit contribution.

6. Date and Period of Operation

This agreement shall have effect from the 16th February 1999 and shall operate from this date and shall remain in force until 15th February 2001.

The Agreement shall not be varied except by mutual consent of the parties. The union undertakes not to pursue any extra claims, award or over-award, during the period of operation of this agreement, provided that the rates shall not fall below the award rates for ordinary time.

7. Relationship to Parent Award

This Award shall be read and interpreted wholly in conjunction with the Quarrying Industry (State) Award 1994 and the previous Enterprise Agreements, provided that where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

8. Wage Rates

Base Rates of pay shall be increased under this agreement as follows:

First Increase 4.0%	From the first pay period on or after 16 th February, 1999.
Second Increase 3.5%	From the first pay period on or after 16 th February, 2000
Additional Increase 0.5%	From the first pay period on or after 16 th February 2000 contingent on all employees working towards agreed Key Performance Indicators.

9. Avoidance of Industrial Disputes

The parties to this Agreement undertake to observe the procedure for the avoidance of industrial disputes contained in the parent award, that is Clause 3.5 of the Quarrying Industry (State) Award 1994.

In addition, the parties agree that in the event of a dispute, they will act promptly in seeking a resolution and prior to any matter being brought to the Industrial Relations Commission of New South Wales, it will be submitted to a Disputes Committee. The

membership of this Committee may be varied to suit the circumstances, but will comprise at least one official from the Union concerned and one senior company officer. While this procedure is being followed, work will continue normally.

10. Use of Precedent Prohibited

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

11. No Duress

This Agreement is made with neither party under duress.

12. Confirmation

In confirmation of Agreement by the Parties:

For Rocla Ltd.:

Name:

Signature:

Date:

For the AWU:

Name:

NSW

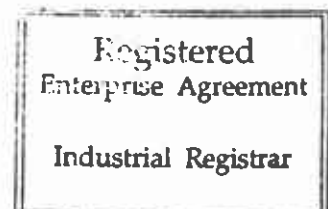
Signature:

Date:

Union Delegate

.....

Name.....



ROCLA QUARRY PRODUCTS N.S.W.

ENTERPRISE BARGAINING AGREEMENT

APPENDIX A

PRODUCTIVITY GAINS AND MEASURES

This Appendix details the Agreement reached by negotiations between parties to achieve real gains in productivity, efficiency and flexibility at Rocla Quarry Products Operations, covered by the Quarrying Industry (State) Award and for which the wage increases in Clause 10 of this Agreement are payable, upon registration by the industrial registrar of New South Wales.

Major change Areas

The Agreement is based on the implementation of change in three main areas, they are:

- (a) The development of additional flexibility in daily work patterns and practices.
- (b) The continued operation of a continuous Improvement Process (CIP) which seeks to involve employees in problem solving and developing improvements in work methods and practices.
- (c) In consultation with employees, the establishment of a set of performance measures which provide a reliable indicator of the effect of the CIP on overall business results.

The parties recognise that the achievement of many of the changes contained in this overall plan may require further investment by the company in training and development programs for employees.

In addition to this skills training, the company accepts the need to provide training in non-operational areas, such as TQM practices, problem solving and communications, that may be necessary to the development of multi-skilled teams.

1. Flexible Operations

In addition to the improvements agreed in the previous Enterprise Bargain Agreements, the following improved flexibilities have been agreed.

1. Redundancy payment provision according to the following scale:-
4 weeks notice period.
1 week additional notice of over 45 years.
2 weeks payment per year of service
Maximum payment of 52 weeks.

Where legislative provisions directly applicable exceed this calculation, the legislative provision shall apply.

2. All employees to focus on customer satisfaction including but not limited to:-
Duration of customer's truck in quarry.
Complaint of contaminated loads.
Accurate paperwork.
3. All employees shall have a rest break, such as 'smoko' or lunch break at least every five hours during their normal work day, that is scheduled ordinary hours, plus scheduled overtime. A crib break shall be due only if an employee works unscheduled overtime that necessitates work past five hours. This replaces any previous interpretation of Clause 4.7 (4) of the Award.
4. All other provisions in prior EBA's and site agreements are to remain in place.

2. Performance Measures

Measures to monitor productivity shall be established through a consultative process between Rocla and Employees. Benchmarks and productivity targets shall be set in the same manner and plans established and agreed to achieve sufficient productivity improvement in the performance of Rocla's quarrying operations to enable payment of the second wage increase based on an equitable sharing of productivity improvements.

In addition to previous productivity measures, plans shall be established and agreed to improve the Key areas of customer satisfaction (in terms of minimising the number of contaminated loads) and minimising time customers' vehicles are in the quarries waiting to be loaded.

During the course of this agreement it is acknowledged that some initial plans may have to be adjusted as a result of changed circumstances in production at some quarries that are outside the control of Employees.