

ENTERPRISE AGREEMENT

NO: E.A. 376 /1994

DATE REGISTERED: 28-9-94

PRICE: \$ 60-00

CSR LTD T/A THE READYMIX GROUP -

**COUNTRY DIVISION
(SOUTH COAST)**

TRANSPORT

ENTERPRISE BARGAINING FRAMEWORK

AGREEMENT 1994

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1. TITLE OF AGREEMENT

This Agreement shall be known as the CSR Ltd T/A THE READYMIX GROUP - COUNTRY DIVISION (SOUTH COAST) TRANSPORT ENTERPRISE BARGAINING FRAMEWORK AGREEMENT 1994.

2. ARRANGEMENT

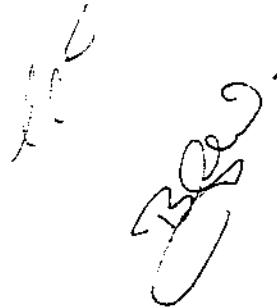
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3. THE ENTERPRISE(S)

This Agreement shall apply at all sites operated by CSR Ltd T/A The Readymix Group - Country Division (as set out in Annexure "A") in respect of employees in the occupation of driving covered by the following awards:

- (a) Transport Industry Quarried Materials (State) Award;
- (b) Transport Industry Mixed Enterprises (State) Award.



4. PARTIES TO THE AGREEMENT

This Agreement shall be binding on :

- (a) CSR LIMITED trading as THE READYMIX GROUP at Country Division sites on the South Coast as set out in Annexure "A" to this Agreement (hereafter "the company").
- (b) The organisations of employees known as the Transport Workers' Union of Australia (NSW Branch).

5. RELATIONSHIP TO PARENT AWARDS

This award shall be read and construed in conjunction with the following awards:

- (a) Transport Industry Quarried Materials (State) Award; and
 - (b) Transport Industry Mixed Enterprises (State) Award.
2. Where there is any inconsistency between the awards in 1. above and this agreement this agreement shall prevail to the extent of the inconsistency.

6. TERM OF AGREEMENT

This agreement shall come into operation on and from the first full pay period to commence on or after the date of registration and shall remain in force for a term of 12 months.

7. NO EXTRA CLAIMS

Except for general movements in award wages granted by the Industrial Relations Commission of New South Wales via State Wage Cases, there shall be no further claims for wage increases during the term of this agreement.

8. REVIEW OF AGREEMENT

The parties agree to review this agreement no later than twelve weeks 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.

9. AIMS AND OBJECTIVES OF THE AGREEMENT

1. Aims:

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 and offer secure and worthwhile employment for employees.

The company business needs to improve and grow so that it becomes internationally competitive.

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) A Total Quality Culture
- (f) International Competitiveness

2. Objectives:

- (a) To create a positive environment to introduce enterprise bargaining into the company's operations.
- (b) To provide guidance and increase awareness about the enterprise bargaining process.
- (c) 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.
- (d) 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.
- (e) To provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees and security of employment.
- (f) To benchmark other organisations that are leaders in the field of increased efficiency and productivity and where appropriate utilise this information in implementing change.

10. ONGOING RECOGNITION AND COMMITMENT TO BUILDING IN QUALITY

The company has commenced the introduction of Total Quality Management 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 as a normal component of their job. All employees will become familiar with Building in Quality concepts and skills through training and involvement in project work.

11. AWARENESS TRAINING

All employees covered by this agreement shall be provided with general awareness training on enterprise bargaining.

The content and providers of this training shall be mutually acceptable to the parties to this agreement.

Wherever practicable awareness training will be conducted in ordinary time hours.

The company shall pay for the awareness training and employees shall be paid in accordance with the relevant parent award while attending such training.

The duration and timing of the training sessions should be structured so as to minimise their effect on the continuous operation of the company's activities and customer service.

12. DISPUTES PROCEDURE

1. Procedures relating to grievances of individual employees:
 - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (b) 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.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees.

2. Procedures relating to disputes etc between employers and their employees:

- (a) A question, dispute or 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.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employee may be represented by an industrial organisation of employees for the purpose of each procedure.

13. THE STAGES OF THE FRAMEWORK

The enterprise bargaining framework comprises **three** distinct stages:

Stage 1 - this stage is represented by the content of this agreement and establishes the broad framework, guidelines and administrative matters relevant to the enterprise bargaining process, concluding with the approval of this agreement the granting of the first stage increase of two and one half percent and following this the implementation of Clause 11 "Awareness Training".

Stage 2 - this stage deals with the establishment and training of the consultative teams in the business units in accordance with Clause 15 "Business Unit Consultative Teams" Clause 16 "Composition of the Consultative Team" and Clause 18 "Team Training". The parties to this agreement shall endeavour to complete this stage as soon as possible after the date of certification by the Industrial Relations Commission.

Stage 3 - this stage deals with the implementation of Stage 1 at the various business units, concluding with the identification and implementation of realistic ways of improving the "business units" performance/position and completion of a Continuous Improvement Plan. The parties to this agreement shall endeavour to complete this stage as soon as possible, after satisfactory completion of Stages 1 and 2.

14. THE BUSINESS UNITS

The business units are set out in Annexure "A".

15. BUSINESS UNIT CONSULTATIVE TEAMS

Each business unit shall establish a consultative team (hereafter the "team") to implement this agreement and finalise Stage 2 and Stage 3 of this agreement.

16. COMPOSITION OF THE CONSULTATIVE TEAM

1. The team should have a maximum of six (6) members and should be representative of the business unit.
2. The team must have at least 50% of its members representative of the employees employed in the business unit.
3. The procedures for the election/appointment of company and employee team members should be determined at the business unit.

In the determination of the team members consideration should be given to the:

- (a) size of the business unit;
- (b) geography of the sites in the business unit;
- (c) different job classifications in the business unit; and
- (d) shift arrangements in the business unit.

The company's employee relations representatives and the relevant union officials should be kept advised of developments and shall participate in any discussions as required.

17. TERM OF OFFICE

1. Members elected or appointed to a team shall hold office for a period of twelve months. It is the responsibility of each team member to attend all team meetings and to represent the views and opinions of those people he or she represents.
2. If a member of the team ceases employment with the company or can no longer fulfil his or her responsibilities, a new election or appointment should be made and an induction briefing should be arranged for the new team member.

18. TEAM TRAINING

1. Once the business unit has established its team, the team shall undertake at least a single day training session which shall concentrate on:
 - (a) the content and operation of this agreement;
 - (b) the role and operation of the team; and
 - (c) basic negotiating skills.

19. TEAM MEETINGS

1. The team shall schedule regular meetings. Such meetings should occur at a time that minimises the disruption to the business units operations but also allows team members to play a focussed and active role in the meetings.

Notation:

For instance, scheduling meetings after a busy day's work may be convenient but the team members might be too tired to fully participate. Whereas scheduling meetings every other Wednesday afternoon could give everyone an opportunity to prepare and focus on the teams activities and ensure everyone is fresh and participates fully .

2. Team meetings shall be attended without loss of pay by team members.
3. The team should agree on the standard length of team meetings.

Notation:

For instance, two hour meetings should give the team sufficient time to operate effectively; whereas a four hour meeting might result in team members losing interest.

4. If the team wants to extend the standard length of its meetings, the team should agree on the length of the extension.

Notation:

For instance, imagine you had a standard two hour meeting which was scheduled to finish at 10.00am but the team was close to resolving an issue - the team could agree to extend the meeting to 12.30pm to finish dealing with that issue.

5. An agreed amount of time should be allowed before and after each team meeting for the company and employee team members to meet separately.

The time before the team meeting should be used to prepare for the meeting and the time after the meeting should be used to debrief and evaluate what occurred in the meeting.

20. TEAM MEETINGS - TEAM LEADER

1. The team should elect a team leader. The position of team leader should rotate between a management and employee team member on an agreed basis.
2. It is the team leader's responsibility to ensure that the meeting is run in accordance with the agenda and that each team member is given a reasonable opportunity to express their views during meetings.

3. It is also the team leader's responsibility to ensure that the meeting procedure is fair to all members of the team particularly in relation to the taking of adjournments, time out, stretch breaks, etc.

21. TEAM MEETINGS - MINUTES TAKER

1. The negotiating team shall elect a member for the purpose of recording minutes of each team meeting, preparing and distributing agendas.
2. Minutes should be recorded on a minute sheet as set out in Annexure "B" to this agreement.
3. Minutes should be agreed to by the negotiating team at the conclusion of each meeting and signed by the minute taker and team leader as a true and correct record of the meeting.

22. TEAM MEETINGS - AGENDA

1. Every team meeting must be structured around an agenda as set out in Annexure "C" to this agreement.
2. All team members have a right and a responsibility to submit agenda items.

3. The agenda, minutes from the previous meeting and any relevant background material/documentation shall be circulated within a reasonable time but not less than 3 working days prior to team meetings to allow for preparation.

23. TEAM COMMUNICATION

1. The team shall establish a procedure for regularly communicating about the team's activities with the employees and management in the business unit.
2. This communication procedure should be serviced to suit the size, number and geography of sites in the business unit.
3. The objective of the communication procedure is to ensure that everyone in the business unit has a good understanding of the teams activities, providing them with an opportunity to participate in the bargaining process through their representatives on the team.

24. ISSUES TO BE CONSIDERED BY TEAMS

1. The issues to be considered by the teams shall be:
 - (a) Labour flexibility, utilisation and demarcation;
 - (b) Labour availability, turnover and absenteeism;
 - (c) Electronic Funds Transfer;
 - (d) An additional issue peculiar to the business unit.

2. In addition the team shall consider opportunities for improvement in the business unit and create realistic ongoing improvement objectives and performance measures.

25. METHOD OF DEALING WITH ISSUES

1. The team must analyse the issues set out in Clause 24.
2. This analysis should be conducted through the following process:
 - (a) The team should undertake a preliminary analysis of each issue and identify the relevance of each issue to the business unit.

Notation:

For instance, electronic funds transfer might not be an issue for the business unit although absenteeism might be a major area of concern. Areas that the team is going to address should be broadly identified.

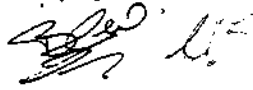
- (b) The team should decide whether or not there is a specific business unit issue to address in accordance with Clause 24(d).

- (c) The team should then collect whatever data is relevant to determine the business units performance/position in relation to the issues to be addressed.
- (d) Having collated this data the team should document the current performance/position of the business unit (using the form set out in Annexure "D" to this agreement) and identify key areas for improvement.
- (e) The team should then negotiate realistic ways of improving the business unit's performance/position in the immediate to short term and document these changes using the forms set out in Annexure "E" to this agreement.
- (f) By utilising the procedures outlined in subclause 2 of this clause the team shall also develop a program for improving the business unit's performance/position on a longer-term basis which shall be documented using the pro-forma Continuous Improvement Plan set out in Annexure "F" to this agreement.
- (g) The forms from (d), (e) and (f) above must be made available to all employees through the communication procedure.
- (h) Proposed changes must be approved by business unit.

- (i) Should any changes not be agreed to, the team shall meet to discuss any concerns - step (e), (f), (g) and (h) may then be repeated.

26. COMPLETION OF STAGE 3

1. Having undertaken the process in Clause 25 the team must forward the forms from Clause 25 (d), (e) and (f) to the company office at Parramatta c/- Bill Fisher and the Transport Workers Union of Australia (NSW Branch) at their Wollongong office.

2. The parties to this agreement will then meet to arrange for the forms from Clause 24 (d), (e) and (f) to be collated and formally approved either by the Industrial Relations Commission (NSW) or by variation to this agreement (such choice shall be determined by the company) and for the Stage 3 wage adjustment to be approved, which shall be an increase in the ordinary weekly rate of pay of ^{2.5} three percent. 

3. Upon approval of the Stage 3 wage adjustment the improvement changes contained in the Clause 25 (e) forms shall be implemented and put into practice and ongoing consideration shall be given to the Continuous Improvement Plan.

4. The teams and parties to this agreement shall endeavour to complete Stage 3 within 6 months from the date of ratification by the Industrial Relations Commissioner of N.S.W..

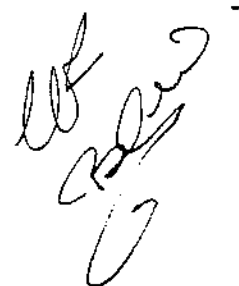
27. SICK LEAVE

The sick leave provisions of the parent awards apply provided that an employee will receive in the first year of employment a minimum of one week's paid sick leave, whether accumulated or not, but such payment is to be deducted from subsequent accumulated hours.

28. WAGE ADJUSTMENT

The following wage increases shall apply to employees in the classifications covered by the following awards:

- (a) Transport Industry Quarried Materials (State) Award
- (b) Transport Industry Mixed Enterprises (State) Award



(a) TRANSPORT INDUSTRY QUARRIED MATERIALS (STATE) AWARD

	STAGE 1 Rate per Week
Classification	
TRANSPORT WORKER GRADE 1	\$425.40
TRANSPORT WORKER GRADE 2	Basic
Vehicle Class 1	428.45
Vehicle Class 2	432.65
Vehicle Class 3	439.55
Vehicle Class 4	462.10
Vehicle Class 5	467.30
TRANSPORT WORKER GRADE 2	Certificated
Vehicle Class 1	436.35
Vehicle Class 2	440.55
Vehicle Class 3	447.40
Vehicle Class 4	470.00
Vehicle Class 5	475.20
TRANSPORT WORKER GRADE 2	Advanced
Vehicle Class 4	477.85
Vehicle Class 5	483.10
TRANSPORT WORKER GRADE 3	549.30
For every 2 tonnes or part thereof added to the defined standard aggregate mass of any of the above classes of vehicle, an additional all-purpose margin of \$8.10 shall be paid.	8.10

b) TRANSPORT INDUSTRY MIXED ENTERPRISES (STATE) AWARD

Classification	STAGE 1 Rate per Week
TRANSPORT WORKER GRADE ONE:	398.11
TRANSPORT WORKER GRADE TWO:	412.05
TRANSPORT WORKER GRADE THREE:	421.70
TRANSPORT WORKER GRADE FOUR:	430.10
TRANSPORT WORKER GRADE FIVE:	451.75
TRANSPORT WORKER GRADE SIX:	457.15
TRANSPORT WORKER GRADE SEVEN:	473.65
TRANSPORT WORKER GRADE EIGHT:	507.30

ALLOWANCES

Maximum payment - agitator trucks	\$14.15 per week
HIAB Crane	\$20.30 per week

CLAUSE 28. NO DURESS

No party has entered into this award under duress.

CSR LTD T/A THE READYMIX GROUP - COUNTRY DIVISION (SOUTH COAST)
TRANSPORT ENTERPRISE BARGAINING FRAMEWORK AGREEMENT 1994

For CSR Ltd T/A The Readymix Group -
Country Division

[Handwritten Signature]

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Witness

For Transport Workers' Union of Australia
NSW Branch

[Handwritten Signature]

[Handwritten Signature]

Witness



ANNEXURE A

For the purposes of this agreement the "business unit" for the Country Division (South Coast) shall be:

South Coast Concrete Operations located at:

Ulladulla
Aroo Road
Ulladulla

Kiama
Panama Street
Bombo

Nowra
Cumberland Avenue
Nowra

Batemans Bay
10 Russell Street
Batemans Bay

South Coast Transport Operations located at:

Albion Park
Wollybutt Drive
Albion Park

Marulan
"Johniefields"
Brayton Road
Marulan West

AGENDA FOR MEETING

TQM1 27/2/92

DIVISION:	DATE OF MEETING:
TEAM/PROJECT NAME:	TIME: From am/pm
LEADER:	To am/pm
FACILITATOR:	LOCATION:
TEAM MEMBERS:	

OBJECTIVE OF MEETING:

NO.	ITEM	WHO	TIME	EXPECTED OUTCOME
1.	REVIEW THIS AGENDA			AGREEMENT ON AGENDA
2.	REVIEW MINUTES OF LAST MEETING			ACTIONS COMPLETED OR CARRIED FORWARD

DATE, TIME & LOCATION OF NEXT MEETING:

MEETING EVALUATION:



Readymix™

DIVISION
BUSINESS UNIT

WHERE WE ARE NOW:

CURRENT PERFORMANCE/POSITION OF THE BUSINESS UNIT

ISSUES:

-
-
-
-
-
-
-

DIVISION:

BUSINESS UNIT:

IMMEDIATE/SHORT TERM IMPROVEMENTS TO BE IMPLEMENTED (Cont ...)

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CONTINUOUS IMPROVEMENT PLAN

DIVISION:

BUSINESS UNIT:

Opportunity for Improvement	Data Collection Required	Improvement Goal	Performance Indicator