

ENTERPRISE AGREEMENT

NO: E.A. 274 /1996

DATE REGISTERED: 1-10-96

PRICE: \$ 20-00

ENTERPRISE AGREEMENT

BETWEEN

HYMIX INDUSTRIES

AND

**TESTERS EMPLOYED AT THE HYMIX
SYDNEY CONCRETE PLANTS -
(BROOKVALE, CAMELLIA, PYRMONT,
RIVERSTONE, RYDE, WETHERILL PARK)**

NO: EA/1996

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1. INTRODUCTION

1.1 Title

This Agreement is entitled the Hymix Industries Pty Limited Laboratory Workers Agreement (this Agreement).

1.2 Parties

The parties to this Agreement are:

- (a) Hymix Industries Pty Limited (the Company);
- (b) any and all employees of the Company employed by the Company to test pre-mixed concrete or batched materials as well as operate and keep clean the testing vehicles and any testing equipment and testing facilities at the Hymix Plants currently or presently in the Sydney Metropolitan area (the Employees).

1.3 Enterprise for which Agreement is made

This Agreement is made in respect to the enterprise known as Hymix Industries Pty Limited and any successor.

1.4 Trades or Occupations

This Agreement is related to the trade or occupation of tester.

1.5 No Duress

This Agreement is made between the parties without any duress.

1.6 Term of Agreement

This Agreement shall have a nominal term of twenty-four (24) months from the date of registration.

2. AWARD TERMS AND CONDITIONS

2.1 Relationship to Awards

This agreement overrides to the extent of any inconsistency any clause, sub-clause or provision of the Cement Mixers and Concrete Workers Central Batch Plants (State) Award made 17th of March 1994.

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2.2 Non-Applicable Award Conditions

Despite 2.1 above, the following Clauses of the Cement Mixers and Concrete Workers Central Batch Plants (State) Award shall not apply to the employees:

- (a) Clause 1 Basic Wage
- (b) Clause 4 Wages
- (c) Clause 5 Arbitrated Safety Net Adjustment
- (d) Clause 9 Hours - (i) to (viii)
- (e) Clause 14 Payment of Wages (iv)
- (f) Clause 18 First Aid (iii)
- (g) Clause 19 Reporting for Duty
- (h) Clause 22 Meal Allowances
- (i) Clause 23 Meal Breaks
- (j) Clause 27 Definitions
- (k) Clause 28 Protective Clothing
- (l) Clause 29 Disputes and Industrial Grievance Procedure

3. CONDITIONS OF EMPLOYMENT

3.1 Performance of employees' duties

Employees must carry out their duties:

- (a) with due care and skill in a proper, thorough and professional manner;
- (b) safely, and in accordance with the Company's safety requirements;
- (c) in accordance with the day to day operational directions given by the Company from time to time;
- (d) in accordance with any written direction or procedures manual or other specifications the Company provides from time to time.

4. DUTIES

A Tester shall be someone appointed as such by the Company and shall be responsible for sampling concrete, casting, preparing and crushing test specimens in accordance with the relevant Australian standards and Company procedures along with all associated administration and paperwork procedures including data entry.

In addition testers shall:

- (a) notify to Management any observable actions whether by drivers, clients or their representatives that may impact on the quality of concrete or service being provided by the Company. In the case of non-complying slumps, this will be via the Defective Slump Notice form, but in other instances such as client addition of water or concrete mishandling this will be directly reported to Management and/or recorded on Field Sheets; and

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- (b) clean and perform minor maintenance for the Laboratory, testing equipment and vehicles.

Furthermore, a tester must:

- (a) not use or operate the vehicle in a careless, reckless or dangerous manner;
- (b) not drive the vehicle under the influence of alcohol or of a drug which might adversely affect driving performance;
- (c) drive the vehicle in compliance with all relevant laws;
- (d) provide at any time on the request of the Company their current Roads and Traffic Authority driver's licence print out - the cost of such print out will be borne by the Company;
- (e) at the finish of work each day must return the vehicle to their normal place of work.

5. FRONT END LOADER

The cost of permits or licenses required to drive a front end loader will be paid by the Company.

6. CLASSIFICATION

Employees shall be classified by the Company in one of the following grades:

(a) Trainee

A person with no experience in the industry undergoing a training program under supervision.

(b) Tester

See Clause 4.

6.1 Supervisor

- (a) An employee who has been appointed the responsibility by the Company to direct and supervise other testers, in carrying out any duties covered in Clause 4. shall receive the sum set out in Clause 7.1 (c).
- (b) Once given, the responsibility to direct and supervise employees may be withdrawn by the Company by giving seven (7) days notice, without the need to supply any reason or cause.

7. REMUNERATION

7.1 Wages - Full-time employees

A full-time employee must be paid per week from the first full pay period after the date of registration of this Agreement (these rates include the industry allowance);

(a)	Trainee -	\$ 437.43
(b)	Tester -	\$ 495.81
(c)	Supervisor -	\$ 13.97

A full-time employee must be paid per week from the first full pay period 12 months after the date of registration of this Agreement (these rates include the industry allowance);

(a)	Trainee -	\$ 459.30
(b)	Tester -	\$ 520.60
(c)	Supervisor -	\$ 14.66

7.2 Payment of Wages

Wages must be paid weekly by electronic funds transfer to a bank, building society or credit union account of the employee.

8. HOURS

8.1 Ordinary Hours of Work

Subject to Sub Clause 8.5 the ordinary hours of work shall be an average of thirty eight (38) hours per week worked over a cycle of four (4) consecutive weeks. Such ordinary hours are to be worked between 6.00 a.m. to 5.00 p.m. Monday to Friday inclusive, with no more than eight (8) ordinary hours to be worked on any individual day.

8.2 Starting Times

- (a) Employees must be notified the night before of any changes to their start time for ordinary hours of work.
- (b) Employees unable to start work must notify the plant before their nominated start time.

8.3 Unforeseen Changes to Extraordinary Starting Times

If after having notified an employee of when they will be required to start work and the Company becomes aware that to meet its customer demands the said starting time is no longer appropriate, the Company must contact the employees by telephone no later than 10.00 p.m. to notify the employees of a change in starting time. If the Company is unable to contact the employee, his previously notified starting time will remain. This clause does not

require the employee to be on stand by and only applies to commencing work in overtime hours outside of the spread of ordinary hours in Sub Clause 8.1.

8.4 Overtime

Because of the nature of the premixed industry it is acknowledged that overtime must be worked for the Company to satisfy its customers demands and that the employees undertake to work the overtime required for the Company to satisfy its customers demands.

8.5 Rostered Time Off

An employee is required to work up to 40 hours per week. The ordinary hours worked in excess of 38 hours per week shall accumulate and be taken as paid time off work by the hour, half day or full day as agreed between the employee and the Company.

Rostered time off may be accumulated with no limit as to the amount of time accumulated provided there is agreement between the Company and the employee.

Accumulated rostered time off must be paid out at termination, or at any time at the request of the employee and by agreement with the Company, provided that the employee maintains a balance of 38 accrued rostered hours off. Such payment of accumulated rostered time off shall be at the ordinary rate. Payment for rostered time off cancels the corresponding right to take the rostered time off.

8.6 Meal Breaks

An employee must receive the opportunity to eat a meal each day. Such meal times will be paid at the normal rates and taken at times that suit the Company's production demands.

8.7 Meal Allowance

An employee working in excess of ten (10) hours on any normal working day shall be entitled to a payment of \$7.67 and a further payment of \$6.51 for each subsequent four hours period worked.

9. MEDICAL EXAMINATIONS

9.1 The Company:

- (a) may require prospective employees to undertake a medical examination by a qualified and practicing medical practitioner prior to the Company offering employment;
- (b) may require current employees to undertake medical examinations by a qualified and practicing medical practitioner at the Company's request from time to time;

- (c) must make results of such examinations available to the employee concerned;
- (d) may terminate the employment of anyone considered medically unfit for work;
- (e) must treat all medical records with the strictest confidence; and
- (f) may nominate the medical practitioner and must bear all associated expenses.

10. PROBATIONARY EMPLOYMENT

All new employees shall be employed on a probationary period of one month or some other period identified to the person prior to employment commencing.

The Company may, in its absolute discretion, and without any reason being given, either confirm the employees' continued employment or terminate the employees' employment at the conclusion of their probationary period.

11. CLOTHING

11.1 Issues

Upon completion of the probationary period the Company will order and supply free of charge upon delivery a uniform of a style and quality suitable to the Company, and one (1) pair of boots.

The employees must wear the uniforms and boots so provided.

Individual items will be replaced when, in the opinion of the Company, the appearance of these items is of an unacceptable standard. They shall be replaced by the Company, free of charge to the employee.

Employees may be liable for an amount equal to the replacement value of uniforms due to any cause arising from neglect or misuse, provided that there is no liability for reasonable wear and tear.

11.2 Laundering

Such clothing shall be laundered by the employee, ensuring that a neat and tidy appearance to the satisfaction of the Company is maintained. For such laundering, the Company shall pay the employee \$1.45 per normal working day worked Monday to Friday inclusive, to a maximum of \$7.25 per week.

11.3 Protective Items

When required the Company must supply:

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- (a) gloves;
- (b) eye protection;
- (c) hearing protection;
- (d) wet weather gear;
- (e) safety helmets;
- (f) aprons; and
- (g) gumboots.

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The employee must provide at their own expense personal items such as sun hats and sun screen lotion.

12. SITE ALLOWANCE

Where a site allowance is paid to persons working on a building or construction site that the employees are required to drive to or on, that allowance shall not be paid to the employees.

13. HOME PLANT

At the commencement of employment each employee shall be allocated to work regularly from a particular plant in the Sydney metropolitan area which shall be known as their home plant. The Company may change an employee's home plant by giving the employee seven (7) days' notice of the change.

14. WRITTEN DIRECTIONS, PROCEDURES MANUAL OR OTHER SPECIFICATIONS

When the Company from time to time provides the employees with any written directions, procedures manual or other specifications, the employees shall make themselves aware of and familiar with such written directions, procedures manuals or other specifications and in particular any new requirements arising from the said material.

15. FIRST AID

15.1 Training Period

Any employee appointed by the Company to perform First Aid shall be trained at the Company's expense at the same rate as the employees' last Classification under Clause 7.1 prior to the training. The employee shall not be classified as a Trainee during this period.

15.2 Payment

Upon the successful completion of the employee's training, they shall be paid an amount in

addition to their normal remuneration of \$1.62 per normal working day worked Monday to Friday inclusive.

16. NO DISADVANTAGE

During the term of this Agreement, the Company agrees to pay the higher wage rate of either those rates nominated in Clause 7.1 of this Agreement, or the wage rates applicable to the Awards as nominated in Clause 2.1 of this Agreement.

17. DISPUTES PROCEDURE

17.1 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.

17.2 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 employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

SIGNATORIES TO THE AGREEMENT

The Common Seal of HYMIX INDUSTRIES PTY LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of:

[Handwritten signature]

[Handwritten signature]
John O'Neil



Name of Employee

Signature

Occupation Witness

Name of Employee	Signature	Occupation	Witness
<u>C. Bland</u>	<u>C. Bland</u>	Tester	<u>J. Jenuccio</u>
<u>J. MAGLIS</u>	<u>[Signature]</u>	Tester	<u>J. Jenuccio</u>
<u>C. GAUGHAN</u>	<u>[Signature]</u>	Tester	<u>J. Jenuccio</u>
<u>K. MCKIBBINS</u>	<u>[Signature]</u>	Tester	<u>J. Jenuccio</u>
<u>T. DONOGHUE</u>	<u>[Signature]</u>	Tester	<u>J. Jenuccio</u>
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