

ENTERPRISE AGREEMENT

NO: E.A. 348 /1996

DATE REGISTERED: 27-12-96

PRICE: \$ 12-00

ENTERPRISE AGREEMENT

1. Title

This Agreement shall be known as the DENRITH PTY. LTD. ENTERPRISE AGREEMENT 1996.

2. Parties and Persons Bound, Location and the Enterprise:

This Agreement shall be binding upon:

- 2.1 Denrith Pty. Ltd. ("the Company") trading as M.J. and A.G Divall in respect of all employees engaged in the industries or occupations specified under the following Awards and shall regulate under the clauses of this Agreement partially the terms and conditions thereunder as follows:
 - i. Quarrying Industry(State) Award
 - ii. Transport Industry Quarried Materials(St) Award

and at the following locations:

Divall's Quarry, Hume Highway via Goulburn

and the Enterprise for which the Agreement is made is:

Transport and Haulage with some Plant Work

Occupations Covered

Plant Operator, transport driver

3. Intentions of the Parties

The intention of the parties in reaching this Agreement are to:

- 3.1 To provide improved working conditions and living standards by changes including the following:
 - i. an increase in the hourly rate of pay for all employees achieved by providing an increase in the hourly rate of pay .
 - ii. applying a variation to working hours allowing greater flexibility.
- 3.1 Provide for an efficient, progressive and prosperous The Earth Moving and Haulage Industry for the benefit of the Company and its employees.
- 3.2 Improve the standard of living, job satisfaction and continuity of employment for workers;

Andrew L. Board
Michael J. Board
Michael J. Board
Michael J. Board
Michael J. Board

- 3.3 Increase efficiency in the Earth Moving and Haulage services industry by the effective utilisation of the skill and commitment of the workers within the industry;
- 3.4 Create a co-operative and productive industrial relations environment;
- 3.5 Maintain a safe working environment;
- 3.6 Improve communications between all parties at the workplace;
- 3.7 Utilise the process of Enterprise Bargaining to provide a more flexible working arrangement whilst maintaining current Award and working conditions.
- 3.8 Enhance communications between the company and its employees regarding the performance of work that is the subject of this Agreement and to consult about the productivity improvements contained in this agreement.

4. Certification and Date of Operation of Agreement

- 4.1 This Agreement shall come into operation from the date of certification and remain in effect until 1 July 1998 ("the duration of the agreement").
- 4.2. The rate of pay referred to in Clause 5.2 shall take effect on and from the date of registration. Employees covered by the agreement at the date of registration shall be paid in accordance with that clause on and from 1 July, 1996 or the date of employment whichever is the later.

5. Increases to Wages

- 5.1 In recognition of the productivity measures identified herein, the following increases shall be available to all employees covered by this agreement:
- 5.2 From the date of certification of this agreement, the hourly payment for all employees of the company shall increase to a flat rate of \$16.00 per hour for every hour worked.
- 5.3 Penalty rates will not apply to any hours worked.

6. Relationship between this Agreement and the Parent Award

- 6.1 The aforementioned Awards referred to in Paragraph 2 of this Agreement ("the Awards") as varied from time to time shall be read in conjunction with this Agreement.
- 6.2 The terms and conditions of employment of the employees shall be governed by this Agreement and the Award as varied from time to time. Provided that the terms of this Agreement shall prevail over the terms of the award to the extent of any express inconsistency (whilst maintaining minimum Award conditions).

Representation

Andrew G. Hill
[Signature]
[Signature]
[Signature]
[Signature]

7.1 The employees shall be represented by The Chairman of the Works Committee.

8. **Avoidance of Industrial Disputes**

- 8.1 It is the intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is likely to limit the performance of work and it is expressly noted that it is the desire of both parties that the dispute, if at all possible should be settled at the workplace.
- 8.2 The Parties to this procedure undertake that when a matter is in dispute, or a matter arises which is likely to cause a dispute for any reason whatsoever, the following procedures shall be followed.
- 8.3 Work shall continue without interruption while the matter is raised by the employee with the employee representative which is agreed to be the Chairman of the Works/Consultative Committee.
- 8.4 A discussion shall then take place between the employee, the employee's representative and a representative of the employer.
- 8.5 If the matter is not then resolved it will be referred to a mutually agreeable third party for mediation.
- 8.6 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the Industrial Relations Commission of New South Wales for conciliation and/or arbitration.
- 8.7 The parties to this Agreement reserve all rights in respect of this clause.

9 **Inclement Weather**

- 9.1 The Award provisions shall apply, provided that:
- i. In the event of inclement weather the employees shall be notified. The employer shall then make alternative arrangements to complete the work. The employee shall, upon notification by the employer, recommence work when weather permits, provided that the employee shall not be required to work any more than 75 hours in any fortnightly period.

10 **Flexible Hours**

- 10.1 By agreement between the employer and employees, the ordinary hours shall be 7.5 hours per day and 75 per working fortnight subject to the following.
- 10.2 In the circumstances where the requirements of a particular contract dictate, a reasonable amount of overtime may be worked. The company shall determine the number and category of employees who will be offered the opportunity to work overtime. Provided that the available overtime shall be shared equitably amongst all employees who are qualified to do so (i.e. work within their classification) and indicate a willingness to work overtime.

Anders Hill
President
The Employees
Association
of Australia

11. Contracts of Employment

- 11.1 This Agreement including those matters incorporated into it and the Award are express terms of the contract of employment between the employer party to this Agreement and its employees as at the date of signing this Agreement.
- 11.2 The employer will not employ any employee in classifications covered by this enterprise agreement whose contract contains terms and conditions less favourable than those contained in the contracts of employment of existing employees employed in the relevant classification.
- 11.3 The Company shall not enter into any contracts for service with any dependent contractors which would have the effect and/or purpose of circumventing the provisions of this agreement.

12. Occupational Health and Safety

The parties to this Agreement commit themselves to the establishment and maintenance of a safe and health working environment.

13. Quality Assurance

The parties to this Agreement are jointly committed to:

- 13.1 The Implementation of a Company Quality Control Policy
- 13.2 Develop an understanding of the concepts of Quality Assurance.
- 13.3 Delivering a completed product on time that satisfies the customer's quality requirements and specifications.
- 13.4 The minimisation of mistakes by planning and executing work to ensure that it is right the first time.
- 13.8 Determine the degree of performance and improvement being generated, and confirm or modify the measures being used, to ensure that those monitored are the most appropriate to reflect the performance levels being achieved.

14. Consultative/Works Committee

- 14.1 The parties are committed to ensuring that the intentions of this Agreement are realised. It is accepted that improved communications at the workplace can make a significant contribution to these objectives.
- 14.2 It is agreed by the parties that a precondition for the effective operation of this enterprise agreement is the establishment of agreed consultative mechanisms within the company.
- 14.3 It is agreed that a Consultative Committee shall be established consisting of not less than 3 employees (nominated by their peers) and the members of the Consultative Committee shall be identical with the Works Committee established for the purposes of approving this agreement.

Committee shall be identical with the Works Committee established for the purposes of approving this agreement.

14.4 The role of the Works Committee shall be:-

14.4.1 to monitor the implementation and ongoing operation of this Agreement;

14.4.2 to develop and monitor the key productivity improvements provided for in this Agreement and to measure the effectiveness of these initiatives;

14.4.3 the Works Committee shall meet when it is required but it is anticipated that in view of the small size of the enterprise, and the informal and amicable nature of relations between employer and employee at the present time that the Committee may not have any formal role except in respect to the review of this Agreement at its anniversary, or as otherwise agreed (noting that there shall be nothing preventing the Committee meeting otherwise) and therefore

14.4.4 there shall be no formal provisions as to the rules of the Committee, unless separate provision is made other than a general agreement that they shall be of the type usual for Committees of this nature.

15. **No Further Claims**

Review Period

15.1 This Agreement is for a 2 year term, however, shall be reviewed at the first anniversary of its commencement.

15.2 There shall be a formal review of this Agreement between all of the parties not prior to 6 months before the expiration of this agreement and not less than 3 months prior to its end.

16. **Subsequent Agreement**

Negotiations between the parties will commence no later than three (3) months prior to the completion date of this agreement with the intention of reaching a subsequent certified agreement.

17. **Duress**

It is noted that this Agreement has been entered into freely by the parties and that no duress has been exercised by or against any parties to it.

Andon G. [Signature]
[Signature]
[Signature]
[Signature]

This Agreement made this ^{July} 12th day of ~~June~~, 1996

THE COMMON SEAL of Denrith Pty)
Limited)

(A.C.N. 060 434 87) was)
hereunto affixed by authority)
of the Board of Directors)
in the presence of:)

Secretary John H. Devall

Andrew G. Devall

M J Devall
Director

SIGNED SEALED AND DELIVERED)
by Andrew George Devall)
in the presence of: Mr Long)

Andrew G. Devall

SIGNED SEALED AND DELIVERED)
by Michael John Devall)
in the presence of: Mr Long)

M J Devall

SIGNED SEALED AND DELIVERED)
by Anthony Michael Drafalski)
in the presence of: Mr Long)

Anthony M. Drafalski

SIGNED SEALED AND DELIVERED)
by Tony Aubrey Kent)
in the presence of: Mr Long)

Tony A. Kent

SIGNED SEALED AND DELIVERED)
by Graham William Morton)
in the presence of: Mr Long)

G. Morton

SIGNED SEALED AND DELIVERED)
by Paul Andrew O'Connor)
in the presence of: Mr Long)

Paul A. O'Connor

SIGNED SEALED AND DELIVERED)

by Peter Bruce Waugh)

in the presence of: M Long)

P. Waugh

Signed Sealed & Delivered }
by Robert Andrew Francis }
in the presence of: }
M Long

R. Francis

Signed Sealed & Delivered }
by Michael James Beck }
in the presence of }
M Long

M J BECK