

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/163

TITLE: Hanson Construction Materials Clarence Quarry Enterprise Agreement 2005

I.R.C. NO: IRC6/280

DATE APPROVED/COMMENCEMENT: 14 February 2006 / 1 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 5 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Hanson Construction Material Pty Ltd., who are engaged in the Hanson Clarence Quarry operation located at Bells Line of Road, Clarence NSW, who fall within the coverage of the Quarries, &c. (State) Award.

PARTIES: Hanson Construction Materials Pty Ltd -&- The Australian Workers' Union, New South Wales

**HANSON CONSTRUCTION MATERIALS PTY LTD
CLARENCE QUARRY ENTERPRISE AGREEMENT
2005
INDUSTRIAL RELATIONS ACT 1996 (NSW)**

1. TITLE:

This agreement will shall be know as the Hanson Construction Materials Pty. Ltd. Clarence Quarry Enterprise Agreement 2005.

2. PARTIES BOUND:

The parties bound by this Agreement are:

- Hanson Construction Materials Pty. Ltd. referred to as the Company.
- The Australian Workers' Union (Greater NSW Branch) referred to as the Union.

3. SCOPE (APPLICATION):

This Agreement applies to all employees of the company employed in the Hanson Clarence Quarry operation situated at Bells Line of Road, Clarence, in the State of New South Wales under the classifications in the Quarrying Industry (State) Award.

Where this agreement is inconsistent with any of the provisions of the Quarrying Industry (State) Award, then this Agreement will prevail. Otherwise, the said award, at the date of signing, shall apply.

4. TERM OF AGREEMENT:

This agreement shall operate from 1st December 2005 and will remain in force for a period of three (3) years from that date.

5. SAFETY & ENVIRONMENT:

All employees must demonstrate a definite commitment to safety and accept that it is their responsibility to work in a manner that is not detrimental to their own or others' safety, or likely to cause damage to the environment.

All employees shall have involvement in the implementation and ongoing maintenance of the mine safety management plan and are committed to site risk management and control measures. Management will implement initiatives using consultation in line with the relevant legislation, standards and guidelines.

Employees will be committed to ensuring a fitness for work program, as required by legislation, is developed and implemented through consultation. This program will be modified by agreement as guidelines become available or are updated.

It is the responsibility of all employees on site to report to management any potential OH&S or environmental breaches. Reporting shall be from the employees to the Manager, or the Supervisor if the Manager is not available.

Appropriate training will be provided and employees will make themselves available for all safety-training opportunities on site and all training off site if conducted within normal working hours.

In the event of any injury occurring, employees shall assist and cooperate with the Company's rehabilitation program, by allowing staff on restricted duties to fill roles in a productive capacity subject to appropriate medical clearance.

6. STAFF TRAINING:

For the purpose of obtaining competencies towards the Certificate of Competency as Manager or Supervisor of an Above Ground Mine, staff and employees may be trained on any quarry equipment.

Staff shall be allowed to do quarry work under the following conditions:

- The member of staff doing the work is adequately trained and competent to do that job.
- The amount of work done is not sufficient to warrant the employment of another person.
- No employee will be made redundant due to staff doing a job.
- Staff will not be used as replacement for employees during extended periods of leave.
- Consultation between the relevant parties is undertaken.

It should be recognised that staff members have their own duties to perform and therefore the Company acknowledge that it is not viable for staff members to be continually doing quarry work.

Employees will also be willing to train staff members or Management Trainees in all aspects of quarry operations.

All employees will commit to enhancing their skills' base for career enhancement and productivity.

7. SUBCONTRACTORS & CASUAL EMPLOYEES:

The Company and the employees confirm that there will be no barrier to the use of sub-contractors at Clarence Quarry, where appropriate, and as determined by the Company and in consultation with the employees.

Casuals will be used as necessary to replace employees for reasons of illness, RDO's, annual and long service leave, or for any excess workload. Where the Company requires a casual employee to be employed continuously for a period exceeding the term of four weeks then this may be varied by the consent of the employees and is intended to cover things such as extended periods of leave, extended periods of illness and the like.

It is not the intention of the Company to replace permanent employees with casuals and / or contractors.

8. MEASURES TO IMPROVE PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY:

- **Operation of Fixed and Mobile Plant**

The intent of the following is to ensure that the fixed and mobile plant remain operating at all times as required by the operational needs of the business.

The fixed and mobile plant shall continue to operate during all meal breaks and the operators of the fixed and mobile plant shall take their meal breaks on a staggered basis to allow production to continue or to allow maintenance to be carried out.

The employees agree that they will ensure continuity of production and sales on all shifts as required.

Any employee can perform any function provided the employee has the requisite skills, deemed competencies and training.

- **Seniority**

Seniority will not apply in any situation such as promotions, job rotation, employment or any other item.

- **Rostered Days Off**

RDO's shall be given and taken by mutual agreement, so that sufficient employees will be available as required on scheduled RDO's. This will be reliant on meeting sales, production and maintenance requirements.

- **Fixed and Mobile Plant Maintenance Program**

Trades personnel will assist in the development, implementation and ongoing compliance of a preventative maintenance program for all Fixed and Mobile plant within the Quarry. The program will form part of the Site Safety Management Plan to ensure compliance with the Legislation and plant availability.

- **Pre-Start Checks:**

Pre-start checks are required to be carried out prior to operating any mobile plant. The pre-start check documentation is to be completed and submitted.

- **Meal Breaks.**

Meal brakes are strictly 30 minutes.

- **Hot-Seat Transfer.**

A hot-seat transfer is required on all mobile equipment at shift changes and meal breaks.

- **Paperwork:**

Operator work sheets and pre-start daily safety checklists are to be completed and submitted on a daily basis. A 98% strike rate is required and expected.

- **Radial Stacker Responsibility:**

A continuous feed of sand is required from both, old and new plant stackers at all times the plant is operational with the exception of plant break-down or change of duties, both of which are to be reported to Supervisor, Leading Hand or Manager.

9. TRAINING:

The company is committed to providing on the job and external training to enable all persons to develop to their full potential and maintain maximum flexibility within the workforce.

Training will be allocated in a manner that maximizes the benefit for the operation as a whole. Consideration will be given to employees stated preferences and their overall performance, along with the achievement of an acceptable level of competency in previous training undertaken.

For the purpose of obtaining the relevant qualifications to manage a mine, staff may be trained on any quarry equipment under the supervision of an employee covered by this agreement. This may involve performing actual productive tasks relevant to the piece of equipment being used for instruction, however employees will not be disadvantaged in terms of overtime.

The company will review the training requirements of each employee to assist them in obtaining the qualifications to be able to progress to the next operator level. Progression to the next level will be in line with the needs of the business only.

An individual employee will request a review, but these will not be done more than once each six months.

10. JOB CLASSIFICATIONS:

It is proposed that all employees will continue under the skills classification structure previously initiated. This structure is shown in Appendix A.

Any employee that does not fulfill the relevant criteria of this EBA, for the wage that they receive, must be available for further training in order to meet those requirements. These employees will be given priority in the training program.

Employees that reach higher levels and refuse to use their skills or be rotated to allow skills to be used for reasons other than approved medical grounds will be assessed to determine why this is the case. Negotiations and discussions will occur to determine whether an employee is reclassified to a lower level.

11. REDUNDANCY:

Where the Company makes permanent employees redundant, they shall receive the payment as prescribed in the Quarry State Award.

If redundancies are required, volunteers will be sought first and treated with the strictest confidence. If there are insufficient volunteers, the Company will make compulsory redundancies.

12. DISPUTES HANDLING PROCEDURE:

Where a dispute arises over the application of the terms of this Agreement, the following procedure shall apply:

- The employee(s) concerned shall raise the matter in dispute with their immediate supervisor.
- If the matter cannot be resolved at that level, the matter shall be taken by the employees, with or without union representation by their choice, to the Company's site manager.
- If the matter cannot be resolved at that level the matter shall be taken by the employees, with or without union representation by their choice, to the Company's Operations Manager - Aggregates.

The aim of this procedure is to resolve a dispute at the lowest possible level in the management structure, taking into account the nature of the dispute.

Sensible time frames will apply between each step in the procedure and the Company undertakes to deal with matters raised in a timely fashion.

If the dispute has not been resolved at step 3, either the union or the Company may refer the matter to the Industrial Relations Commission of NSW for resolution in accordance with NSW industrial laws.

At each step of this procedure, work will continue normally with no stoppages, bans or limitations. No party's position shall be prejudiced by the continuation of normal work conditions.

13. WAGES:

The union and the Company undertake not to pursue any extra claims, award or over award, during the period of operation of this agreement.

- **First Increase**

A wage increase of 3.5% will be paid upon the date of commencement of this agreement. This increase will be on the classification rates at the site on the day of commencement of this agreement.

- **Second Increase**

A wage increase of 3.5% will be paid twelve months from the date of commencement of this agreement. This increase will be on the classification rates as varied in the first increase under this Agreement.

- **Third Increase**

A wage increase of 3.5% will be paid twenty-four months from the date of commencement of this agreement. This increase will be on the classification rates as varied in the second increase under this Agreement.

Rates of pay include all allowances, except for leading hand, travel, meal and shift allowances. These allowances shall be paid as per the award.


14. NO FURTHER CLAIMS:

It is a condition of this agreement that no further claims will be made by the employees and the Company during the life of this agreement.

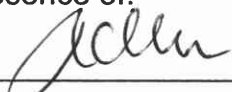
No Individual contracts shall be offered during the life of this agreement.

SIGNATORIES TO THIS AGREEMENT

SIGNED for and on behalf of:
HANSON CONSTRUCTION MATERIALS PTY LTD.

Sign : 

Date : 12.12.05

In the presence of:
Sign : 

Date : 12/12/05

SIGNED for and on behalf of:
The employees of Clarence Quarry.

Sign :

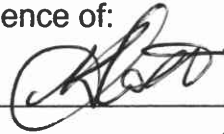


Date :

8-12-05

In the presence of:

Sign :



Date :

8-12-2005

SIGNED for and on behalf of:

The Australian Workers' Union (Greater NSW Branch).

Sign :



Date :

7th December 2005

In the presence of:

Sign :

A. Flouros

Date :

7th December 2005

APPENDIX A - Classification Structure:

Level 1

- Induction - OH&S, environmental etc.
- First Aid Certificate.
- Fixed plant labourer.
- Basic greasing.
- Trades assistant.

Level 2

- All of the above.
- Confined spaces awareness training.
- Watercart.
- Dumptrucks. (Competency Certificate attained).
- FEL. (Competency Certificate attained).
- Excavator. (Competency or Workcover Certificate attained).

Level 3

- All of the above.
- Sales FEL.
- Fixed plant operation (advanced greasing).
- Dry Tailings plant operation.
- Confined spaces ticket.

Level 4

- All of the above.
- Grader, or Weighbridge operation including relevant SAP skills.

Trades Level 1

A trade's level 1 is an employee who has acquired a relevant trade certificate and is engaged in maintenance work at the quarry, and has a first aid certificate.

Trades Level 2

A trade's level 2 is an employee who has had 12 months experience working in the quarrying industry as a trade's level 1 and can perform at least 2 operator skills in operator level 2 or 3, and has a confined space ticket.

Trades Level 3

A trade's level 3 is an employee who has gained trades level 2 and can operate the crane.