

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/329**

**TITLE: Metromix Pty Ltd (Teralba Quarry) Enterprise Agreement 2001**

**I.R.C. NO: 2001/6697**

**DATE APPROVED/COMMENCEMENT: 5 November 2001/1 September 2001**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA99/274**

**GAZETTAL REFERENCE: 30 November 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to employees under the classifications and incidence of the Quarry Industry (State) Award at the Company's Teralba Quarry**

**PARTIES: Metromix Pty Limited -&- The Australian Workers' Union, New South Walés**

## **INDUSTRIAL RELATIONS ACT 1996 (NSW)**

### **ENTERPRISE AGREEMENT**

#### **1.0 TITLE**

- 1.1 This Agreement shall be known as the Metromix Pty Ltd. (Teralba Quarry) Enterprise Agreement 2001.

#### **2.0 APPLICATION OF THIS AGREEMENT**

- 2.1 Agreement shall apply to: -
- 2.1.1 Metromix Pty Ltd of 144 Marsden Street, Parramatta, NSW, (the 'Company');  
and
- 2.1.2 The Australian Workers Union, New South Wales (the "union") on behalf of;
- 2.1.3 Employees of the company employed in classifications set out in the Quarry Industry (State) Award ("the Award") at the Company's Teralba Quarry.
- 2.2.1 This Agreement shall apply to work defined in the Award and shall be read in conjunction with that Award. This Agreement shall take precedence over the Award to the extent of any inconsistency.

#### **3.0 AVOIDANCE AND SETTLEMENT OF DISPUTES**

- 3.1 Subject to the Industrial Relations Act, 1996, any grievance, dispute or claim shall be dealt with in the following manner: -
- 3.1.1 Settlement Procedure between an Individual Employee and the Company:
- (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 (but not more than seven (7) days) must be allowed for discussion at each level of authority.

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- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work shall continue.
- (f) The employee may be represented by an industrial organisation of employees.

### 3.1.2 Settlement Procedure between Employees and the Company

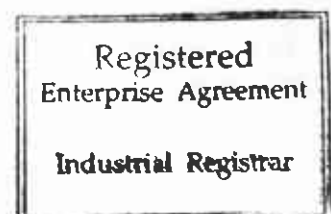
- (a) A question, dispute or difficulty must initially dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits (but no more than seven (7) days) must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work shall 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 purpose of each procedure.

## **4 SAFETY PERFORMANCE**

- 4.1 Following discussion between the Company and the Site Consultative Committee it is agreed that safety standards will be set with the view to reducing the number of workplace accidents. The employees and the union agree they will exercise full co-operation with a view to achieving these standards.
- 4.2 The aim for the first 12 months of this Agreement shall be to achieve a zero lost time injury safety performance standard.
- 4.3 The aim for the second 12 months of this Agreement shall be to achieve a zero lost time injury safety performance standard.

## **5 METROMIX OPERATING SYSTEMS (MOS) & SITE OPERATING SYSTEM (SOS)**

- 5.1 This Agreement recognises and reinforces the consultative and co-operation processes which have already been put in place to address issues which are key to the successful operation of the quarry and in accordance with the General Rule 2000.



5.2 Key issues identified, so far, include:

- Quality Assurance procedures and work instructions.
- Environmental protection procedures and instructions
- Occupational Health and Safety procedures
- Training and competencies

5.3 In addition, employees covered by this Agreement will continue to co-operate with the Company management to achieve the best possible performance in these areas. Company management will provide regular statistical information to employees and will continue to consult with employees on quality, environmental and occupational health and safety issues.

5.4 Employees must be pro-active towards Metromix's systems and contribute as required.

## **6.0 FLEXIBLE WORKING ARRANGEMENTS**

6.1 The current practice of staggering crib and meal breaks each day, so that continuity of production and sales is achieved, shall be continued.

6.2 Consistent with the existing local practice ordinary hours may be worked between 6 am and 6 pm, Monday to Friday.

## **7.0 PAYMENT OF WAGES**

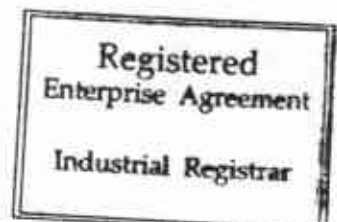
7.1 Wages will be payable on a fortnightly basis by EFT to the employees nominated Bank or Financial Institution. The fortnightly pay basis will commence on the first pay period directly after signing of this agreement. Payment of wages will be deposited into the nominated account by the Thursday following the end of the fortnightly pay period.

## **8.0 ABSENTEEISM**

8.1 A target of not more than 2 days absenteeism not covered by a medical certificate per employee for the first 12 months of this agreement.

8.2 A target of not more than 2 days absenteeism not covered by a medical certificate per employee for the second 12 months of this agreement.

8.3 The Company shall regularly meet the Consultative Committee to discuss published absentee statistics. Such statistics shall relate only to employees covered by this agreement and shall be compiled monthly.



## **9.0 ROSTER DAYS**

9.1 Roster days may be accumulated up to a maximum of 13 days. All untaken roster day leave can be redeemed. The redemption shall be paid for by the company at the rate of time and half and can be taken at the discretion of the employee providing 5 days or more are redeemed. Less than 5 days can be paid out at time and a half with any 5-day holiday pay drawn.

## **10.0 TWU EMPLOYEES**

On occasions, when the Metromix Transport Drivers based at the Teralba Quarry are not utilised operating their vehicles due to inclement weather or slack periods etc., the Teralba based Drivers can assist the quarry operators in activities such as housekeeping. Housekeeping activities would include, but not be limited to the following:

- Cleaning the weighbridge and surrounding area – Pressure washing and shovelling;
- Tidying up in the workshop areas;
- Tidying up in the oil shed and waste oil shed areas;
- Cleaning out fuel bund area;
- Whipper snipping overgrown areas – Magazines, envirocycle and switch room/substation areas.

## **11.0 PRODUCTIVITY TARGETS**

11.1 In the first 12 months of this agreement the tonnes per man hour (tpmh) productivity targets for the following annual production output of saleable product are as follows:

<b>Tonnes Per Man Hour</b>	<b>Annual Production</b>
19.2	up to and including 450,000 tonnes
19.8	> 450,000 tonnes

11.2 In the second 12 months of this agreement the tonnes per man hour (tpmh) productivity targets for the following annual production output of saleable product are as follows:

<b>Tonnes Per Man Hour</b>	<b>Annual Production</b>
19.8	up to and including 450,000 tonnes
20.2	> 450,000 tonnes

Overburden material is not included as a saleable product.

The following hours will not be included in the calculation of the productivity target –

- Any hours involving OH&S meetings, inspections and review;
- Any hours associated with external training;
- Any hours associated with overburden when production is not occurring ie when employees are brought in specifically to move overburden;
- Such other hours, as may be agreed between the consultative committee and management, worked on special projects;
- Should unforeseen circumstances occur which effect the capacity of the employees to meet the productivity target, the Consultative Committee and Management shall meet to determine and agree a new productivity target for that 12 month period;

The hours include all wage employees on site employed by Metromix including, casuals, weighbridge attendants and team leaders.

## **12.0 NEW EMPLOYEES**

12.1 Casual employees shall be employed directly by the company and paid accordingly to the Award. New permanent employees will be employed subject to this Agreement.

## **13.0 PART TIME EMPLOYEES**

13.1 The Company may agree with an employee (s) to work part time hours, which are less than 38 hours per week.

13.2 Such part time work shall be subject to the following conditions:-

13.2.1 An agreed roster of the minimum number of hours to be worked each day and the number of days, Monday to Friday, will be put in place for each employee.



- 13.2.2 Employees shall not work less than three hours per day but may work up to the number of ordinary hours worked by full time employees on any given day.
- 13.2.3 Part time employees may be allocated work up to 38 ordinary hours in a week but once they work 37 hours they will be entitled to the same benefits as full time employees.
- 13.2.4 Other than as set out in sub-clause 13.2.3 part time employees shall receive award benefits such as wages and sick leave and statutory benefits such as annual leave on a pro-rata basis.
- 13.3 Part time employees shall be entitled to the payment of overtime on the same basis as full-time employees' i.e. for time worked in excess of the ordinary hours on one day or in excess of 38 in one week.
- 13.4 No existing employee engaged full time shall be forced to reduce to part time employment.

#### **14.0 TEAM LEADER**

- 14.1 The company may wish to use the skills and knowledge of an employee covered by this agreement to take the role as Team Leader.

An employee nominated as a Team leader shall be paid an allowance of \$65.00 per week. This allowance is for carrying out the duties of a Team Leader.

The Team Leader will not be paid allowances for being leading hand or in charge of Plant.

#### **15.0 DRUGS AND ALCOHOL**

- 15.1 Employees understand that the General Manager of the Mine or his representative may require the employee to submit to a recognised test to determine the extent, if any, to which the employee is under the influence of drugs or alcohol. If the test determines that the employee is under the influence of drugs or alcohol, they will be ordered to leave the site immediately.
- 15.2 Employees agree that the Management of Metromix reserves has the right to test an employee on a random basis for the presence of drugs or alcohol.



## **16.0 UNIFORM ENTITLEMENT**

- 16.1 Uniform issue shall occur twice each year. Summer issue during the month of October. Winter issue in the month of April. Replacement will be on "as-needs" basis. Clothing issue to commence October 2001, which will include a Bomber Jacket.

### **ITEM REQUIRED**

<b>SUMMER</b>		<b>WINTER</b>	
<b>QTY</b>	<b>ITEM</b>	<b>QTY</b>	<b>ITEM</b>
2	Shorts	2	Trousers
2	Shirts	2	Shirts
1	Boots	1	Overalls
		1	Jumper/Sloppy Joe

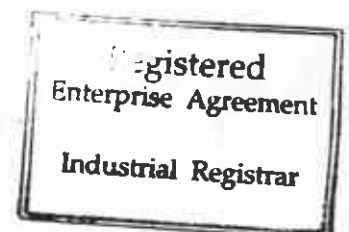
- 16.2 Employees understand and accept that if the supplied uniforms are not worn at work, Management reserves the right to send the employee home. Wages will cease until the employee returns to the quarry in the issued uniform.

## **17.0 FUTURE ENTERPRISE AGREEMENTS**

- 17.1 Employees accept that pay increases in future Enterprise Bargain Agreements (2003 onwards), are likely to result from an economic adjustment to the base rate with limited opportunities for productivity improvements.

## **18.0 WAGE INCREASE**

- 18.1 Employees covered by this Agreement shall receive a wage increase of 2.0 per cent, which shall take effect on the first pay period to commence on or after 1 September 2001.
- 18.2 Permanent Employees covered by this agreement shall receive a \$800 bonus subject to achieving the standard in clause 4.2. Casual and Permanent Part Time Employees covered by this agreement shall receive an award on a pro-rata basis (up to \$800), subject to achieving the standard in clause 4.2. If one LTI is recorded over the period, the bonus is reduced to \$400. If two or more LTI's are recorded over the period, the bonus is reduced to zero.





- 18.3 Permanent Employees covered by this agreement shall receive a \$800 award subject to achieving the aim in clause 4.3. Casual and Permanent Part Time Employees covered by this agreement shall receive an award (up to \$800), subject to achieving the standard in clause 4.3. If one LTI is recorded over the period, the bonus is reduced to \$400. If two or more LTI's are recorded over the period, the bonus is reduced to zero.
- 18.4 Permanent Employees covered by this agreement shall receive a further wage increase of 0.5 per cent, which shall take effect on the first pay period to commence on or after 1 September 2002. Payment of this increase is subject to the achievement of the absenteeism target in clause 8.1 of this agreement.
- 18.5 Permanent Employees covered by this agreement shall receive a further wage increase of 0.5 per cent, which shall take effect on the first pay period to commence on or after 1 September 2003. Payment of this increase is subject to the achievement of the absenteeism target in clause 8.2 of this agreement.
- 18.6 Employees covered by this Agreement shall receive a further wage increase of 1.0 per cent, which shall take effect on the first pay period to commence on or after 1 September 2002. Payment of this increase is subject to the achievement of the productivity target in clause 11.1 of this agreement.
- 18.7 Employees covered by this Agreement shall receive a further wage increase of 2.0 per cent, which shall take effect on the first pay period to commence on or after 1 September 2002 as an economic adjustment.
- 18.8 Employees covered by this Agreement shall receive a further wage increase of 1.5 per cent, which shall take effect on the first pay period to commence on or after 1 September 2003 as an economic adjustment.
- 18.9 Employees covered by this Agreement shall receive a further wage increase of 1.0 per cent, which shall take effect on the first pay period to commence on or after 1 September 2003. Payment of this increase is subject to the achievement of the productivity target in Clause 11.2 of this agreement.

## **19.0 DURATION**

- 19.0 This agreement shall have a duration of two (2) years from 1 September 2001. A review of the operation of this Agreement shall take place 3 months prior to the expiry date.

**SIGNED FOR AND ON BEHALF OF:**

Metromix Pty Ltd

*K.D. Collet*

General Manager

Date: *04/10/01*

Witness:

*Christopher H Peto*

Australian Workers Union

*F. Fisher*

Secretary

Date: *5/10/01*

Witness:

*Christopher H Peto*

Teralba Consultative Committee

*M. Jervis*

Merv Jervis

*Norm Martin*

Norm Martin

*Col Copas*

Col Copas

Witness:

*Christopher H Peto*

Date: *5/10/01*

