

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/171

TITLE: Metromix Pty Ltd (Teralba Quarry) Enterprise Agreement 2005

I.R.C. NO: IRC5/1986

DATE APPROVED/COMMENCEMENT: 6 May 2005 / 1 January 2005

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/329.

GAZETTAL REFERENCE: 29 July 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Metromix Pty Ltd, located at 144 Marsden Street, Parramatta, NSW employed in the classifications set out in the award, who fall within the coverage of the Quarries, &c. (State) Award, at the company's Teralba Quarry.

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

METROMIX PTY LTD (TERALBA QUARRY) ENTERPRISE AGREEMENT 2005

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1. Title

This Agreement shall be known as the Metromix Pty Ltd. (Teralba Quarry) Enterprise Agreement 2005.

2. 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 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. 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.
- (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 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 (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. Metromix Operating Systems (MOS)

- 4.1 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.
- 4.2 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
 - Operating Costs
- 4.3 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 safety, health, environment, quality, customer satisfaction, training and operating costs.
- 4.4 Employees must be pro-active towards Metromix's systems and contribute as required.

5. Flexible Working Arrangements

- 5.1 The current practice of staggering crib and meal breaks each day, so that continuity of production and sales is achieved, shall be continued.
- 5.2 Consistent with the existing local practice ordinary hours may be worked between 6 am and 6 pm.

6. Payment of Wages

- 6.1 Wages will be payable on a fortnightly basis by EFT to the employee's nominated Bank or Financial institution. The fortnightly pay basis will commence on the first day 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.

7. Rostered Day

- 7.1 Rostered days may be accumulated up to a maximum of 15 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 half with any 5 day holiday pay drawn.

8. Transport Employees

- 8.1 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 environmental controls and housekeeping. Activities would include, but not be limited to the following:

Operating the Water Cart

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.

9. Part-Time Employees

- 9.1 The Company may agree with an employee(s) to work part-time hours which are less than 38 hours per week.
- 9.2 Such part-time work shall be subject to the following conditions:
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 Other than as set out in subclause 9.3 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.
- 9.3 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.
- 9.4 No existing employee engaged full-time shall be forced to reduce to part-time employment.

10. Team Leader

- 10.1 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 \$100.00 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.

The Leading Hand shall be paid an allowance of \$50.00 per week. The Leading Hand will not be paid any additional allowances for being leading hand or in charge of Plant.

11. Drugs and Allowance

- 11.1 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 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 unless disputed, refer to the Metromix Fitness for Work Program for details.
- 11.2 Employees agree that the Management of Metromix reserves the right to test an employee on a random basis for the presence of drugs or alcohol.

12. Competencies

- 12.1 The wage structure for each grade is based on the award plus 16 competencies. A summary of the 16 competencies is attached in Appendix Four. 13 of the 16 competencies can be certified externally. It is the intention of the company to have employees assessed externally on at least 4 competencies in year one and another four by the end of year two if required. Once external competency assessments have been completed, those assessments will override the existing internal assessments.

Special Note: Existing internal assessments will be used to maintain current classification levels for employees. Where an employee undertakes external assessment of competencies and is found not to have a competency which has, so far, been recognised internally, that competency will no longer be recognised.

13. Wage Increase

- 13.1 Employees covered by this Agreement shall receive a further wage increase of 3 percent which shall take effect on the first pay period to commence on or after 31 December 2004. See Appendix 1.
- 13.2 Employees covered by this Agreement shall receive a further wage increase of 3.0 per cent or CPI for the period ending 31 December 2005 (whichever is greater), which shall take effect on the first pay period to commence on or after 31 December 2005 as an economic adjustment. See Appendix 2.
- 13.3 Employees covered by this agreement shall receive a further wage increase of 3 percent of CPI for the period ending 31 December 2006 (whichever is the greater) which shall take effect on the first pay period to commence on or after 31 December 2006 as an economic adjustment.

14.0 Bonuses

The following bonus's will paid to each full time employee on should the following KPI's be met. The table for bonuses is in Appendix Three.

The KPI's identified are listed in the table below.

	Key Performance Indicators
1	Safety Score
2	Labour Costs per production tonne (\$/t)
3	Sales Tonnes (kt)
4	Plant Utilisation (%)
5	Plant Efficiency (%)

15. Duration

This agreement shall have a duration of two (2) years from 1 January 2005. A review of the operation of this Agreement shall take place 3 months period to the expiry date.

Metromix Pty Ltd :

(Position):

Date:

Australian Workers Union:

Position):

Date:

Employees

Position):

Date:

APPENDIX ONE

Wage Rates - Year One - 2005

	Award Rates	Existing Rates	Base Rates Jan-05				
			1 to 3 Competencies	4 to 7 Competencies	8 to 10 Competencies	11 to 13 Competencies	14 to 16 Competencies
	(\$/week)	(\$/week)	(\$/week)	(\$/week)	(\$/week)	(\$/week)	(\$/week)
Quarry Trainee	541.40		580.00				
Quarry Worker Grade 4	616.20	663.10	682.99	689.15	693.76	698.38	702.99
Quarry Worker Grade 5	628.70		692.00	698.15	702.77	707.38	712.00
Quarry Worker Grade 6	641.20	694.64	715.48	721.63	726.25	730.86	735.48
Quarry Worker Grade 7	651.20	706.80	728.00	734.16	738.77	743.39	748.00
Tradesperson	661.70		738.00	744.15	748.77	753.38	758.00

APPENDIX TWO

Year Two - 2006

			Base Rates Jan-05				
			1 to 3 Competencies	4 to 7 Competencies	8 to 10 Competencies	11 to 13 Competencies	14 to 16 Competencies
	(\$/week)	(\$/week)	(\$/week)	(\$/week)	(\$/week)	(\$/week)	(\$/week)
Quarry Trainee			600.76				
Quarry Worker Grade 4			703.48	709.64	714.25	718.87	723.48
Quarry Worker Grade 5			712.76	718.91	723.53	728.14	732.76
Quarry Worker Grade 6			736.94	743.10	747.71	752.33	756.94
Quarry Worker Grade 7			749.84	756.00	760.61	765.23	769.84
Tradesperson			760.14	766.29	770.91	775.52	780.14

APPENDIX THREE

Six Monthly Bonuses - Part One

	KPI'S	Targets	Period	Bonus Per Employee
1	Average Monthly Safety Score	>30	1/1/05 to 30/6/05	\$150
2	Labour Costs	<\$1.50kt	1/1/05 to 30/6/05	\$150
3	Sales Tonnes	>275kt	1/1/05 to 30/6/05	\$150
4	Plant Utilisation	>90%	1/1/05 to 30/6/05	\$150
5	Plant Efficiency	>90%	1/1/05 to 30/6/05	\$150

Six Monthly Bonuses - Part Two

	KPI'S	Targets	Period	Bonus Per Employee
1	Average Monthly Safety Score	>30	1/7/05 to 31/12/05	\$150
2	Labour Costs	<\$1.50kt	1/7/05 to 31/12/05	\$150
3	Sales Tonnes	>275kt	1/7/05 to 31/12/05	\$150
4	Plant Utilisation	>90%	1/7/05 to 31/12/05	\$150
5	Plant Efficiency	>90%	1/7/05 to 31/12/05	\$150

Six Monthly Bonuses - Part Three

	KPI'S	Targets	Period	Bonus Per Employee
1	Average Monthly Safety Score	>30	1/1/06 to 30/6/06	\$150
2	Labour Costs	<\$1.55kt	1/1/06 to 30/6/06	\$150
3	Sales Tonnes	>275kt	1/1/06 to 30/6/06	\$150
4	Plant Utilisation	>90%	1/1/06 to 30/6/06	\$150
5	Plant Efficiency	>90%	1/1/06 to 30/6/06	\$150

Six Monthly Bonuses - Part Four

	KPI'S	Targets	Period	Bonus Per Employee
1	Average Monthly Safety Score	>30	1/7/06 to 31/12/06	\$150
2	Labour Costs	<\$1.55kt	1/7/06 to 31/12/06	\$150
3	Sales Tonnes	>275kt	1/7/06 to 31/12/06	\$150
4	Plant Utilisation	>90%	1/7/06 to 31/12/06	\$150
5	Plant Efficiency	>90%	1/7/06 to 31/12/06	\$150

APPENDIX FOUR

TERALBA QUARRY COMPETENCY MATRIX

	Competency	Code
1	Work Safely	MNQGEN210A
2	Conduct Local Risk Control	MNQGEN230A
3	First Aid Certificate	HLTFA1A
4	Conduct Face Loader Operations	MNQOPS331A
5	Conduct Sales Loader Operations	MNQOPS339A
6	Conduct Crushing & Screening Plant Operations	MNQOPS321A
7	Conduct Water Truck Operations	MNQOPS237A
8	Conduct Haul Truck Operations	MNQOPS333A
9	Conduct Forklift Operations	
10	Conduct Weigh bridge Operations	MNQOPS339A
11	Conduct Excavator Operations	MNQOPS332A
12	Plant Maintenance	
13	Conduct Bobcat Operations	
14	Conduct Blasthole Drilling Operations	MNQOPS312A
15	Conduct Blasting Operations	Blasting Permit
16	Contribute to Site Quality Outcomes	MNQGEN230A