

# ENTERPRISE AGREEMENT

NO: E.A. 108 /1995

DATE REGISTERED: 29-3-95

PRICE: \$ 20.00

INDUSTRIAL RELATIONS ACT 1991 (NSW)  
AN ENTERPRISE AGREEMENT MADE PURSUANT TO  
CHAPTER 2, PART 3 OF THE ACT

1.0 TITLE

This Agreement shall be known as the Metromix Pty Ltd (Tipper Drivers) Enterprise Agreement 1994.

PART A - GENERAL

2.0 APPLICATION OF THIS AGREEMENT

2.1 This agreement shall apply to:

- 2.1.1 Metromix Pty Ltd of 144 Marsden Street, Parramatta, NSW, (the 'Company'); and
- 2.1.2 The Transport Workers Union of Australia, New South Wales Branch.
- 2.1.3 Employees of the Company employed in classifications set out in Part 'B'.

In respect of the company's transport operations at the following location/s:-

GUILDFORD  
SEVEN HILLS

3.0 AVOIDANCE AND SETTLEMENT OF DISPUTES

3.1 Subject to the Industrial Relations Act, 1991, 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 been resolved, including reasons for 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.

4.0 WAGES RATES & ALLOWANCES AND EMPLOYMENT CONDITIONS

- 4.1 Wage rates and allowances shall be paid in accordance with Schedules 1 and 2 appearing in Part 'B'.
- 4.2. The rates in Schedule 1 represent a 4% increase on rates paid prior to this Agreement taking effect. The rates in Schedule 2 represent a 3% increase on the rates in Schedule 1.
- 4.3. The rates of pay set out in Schedule 1 and 2 will apply in lieu of any increases in Award wage rates which may occur during the life of this Agreement.
- 4.3 Employment conditions are set out in Schedule 3 of Part B.

5.0 THE AWARD

- 5.1 References in this Agreement to "the Award" shall mean the Transport Industry Quarried Materials (State) Award.

5.2 This Agreement shall be read in conjunction with the Award.

5.3 Where this Agreement and the Award are inconsistent on common points this Agreement shall prevail.

6.0 TERM OF AGREEMENT

6.1 This Enterprise Agreement shall operate on and from the date of registration and shall remain in force until 28 September 1996.

6.2 Negotiations on a new Agreement will commence after twenty two (22) months so a new Agreement can be in place when this Agreement expires.

7.0 DECLARATION

The parties to this Enterprise Agreement have not entered into it under duress. This declaration is confirmed by the signatures appearing in Schedule 'C'.

PART B - WAGE RATES & ALLOWANCES  
AND  
EMPLOYMENT CONDITIONS

*SB*  
*ML*

(a) SCHEDULE 1 - TO TAKE EFFECT ON AND FROM THE DATE OF REGISTRATION  
(NOTE: EMPLOYEES COVERED BY THIS AGREEMENT AT THE DATE OF  
REGISTRATION WILL BE PAID IN ACCORDANCE WITH THIS SCHEDULE ON  
AND FROM THE FIRST PAY PERIOD AFTER 28 SEPTEMBER 1994 OR THE  
DATE OF EMPLOYMENT WHICHEVER IS THE LATER)

DRIVERS OF TIPPERS WITH:

	<u>BASIC</u>	<u>INTERMEDIATE</u>	<u>ADVANCED</u>
6 WHEEL CONFIGURATION	439.00	447.00	-----
8 WHEEL CONFIGURATION	454.30	462.20	-----
TRI AXLE TRAILER CONFIGURATION	490.60	498.60	506.60
VEHICLE & DOG TRAILER CONFIGURATION	490.60	498.60	506.60

NOTE:

- "BASIC" - requires only an appropriate vehicle driver's licence.
- "INTERMEDIATE" - requires appropriate licence plus a General - Certificate of Competency.
- "ADVANCED" - requires appropriate licence plus an Advanced Certificate of Competency.

(a) SCHEDULE 2 -- TO TAKE EFFECT FROM A DATE 12 MONTHS AFTER THE OPERATIVE DATE OF SCHEDULE 1.

(CURRENT 11.4.94)

DRIVERS OF TIPPERS WITH:

	<u>BASIC</u>	<u>INTERMEDIATE</u>	<u>ADVANCED</u>
6 WHEEL CONFIGURATION	452.20	460.40	-----
8 WHEEL CONFIGURATION	467.90	476.10	-----
TRI AXLE TRAILER CONFIGURATION	505.30	513.60	521.80
VEHICLE & DOG TRAILER CONFIGURATION	505.30	513.60	521.80

NOTE:

- "BASIC" -- requires only an appropriate vehicle driver's licence.
- "INTERMEDIATE" -- requires appropriate licence plus a General - Certificate of Competency.
- "ADVANCED" -- requires appropriate licence plus an Advanced Certificate of Competency.

(b) **SCHEDULE 3 - CONDITIONS OF EMPLOYMENT**

The following conditions of employment shall apply:-

(i) Hours of Work

- . The ordinary hours of work for day workers may be worked between 4.00 am and 4.00 pm, Monday to Friday.
- . The ordinary hours of afternoon shift workers may be worked between 3.00 pm and 3.00 am, Monday to Saturday. (Shifts may end at 3.00 am Saturday).
- . PROVIDED THAT:
  - \* Any employees working a 12 hour span arrangement shall be paid 8 hours at single time, 2 hours at time and one half and 2 hours at double time.
  - \* Afternoon shift employees shall receive a shift allowance as prescribed in the Award.
- . Ordinary hours incorporate a 30 minute period during which employees will inspect their vehicles, re-fuel, check water, oil and tyres and wash the windscreens and rear view mirrors.
- . Ordinary hours shall not exceed 38 per week, inclusive of meal breaks.
- . Drivers will be allowed 2 hours each Saturday to wash and polish trucks; such time will be paid at double time.

(ii) Rostered Day Off

Rostered Days Off (RDO) will accrue in accordance with the provisions of the Award, with the following variations:

- (a) Employees may be required to work six (6) RDO's which will not be banked. Instead, employees will be paid for the hours worked on such days. Employees will also be paid 7.6 hours pay, in addition, for each day so worked.
- (b) The remaining RDO's will be taken by drivers in accordance with a schedule agreed between the drivers and the Company. Adequate notice, generally up to 6 weeks, will be given.



(iii) Payment of Wages

The Company wishes to trial the payment of wages on a two weekly basis. During the term of this Agreement a number of drivers will volunteer to go to a two weekly pay basis for a period of six months during which time the system will be assessed and problems overcome.

At the end of the six month trial period the trial may be continued in a modified form or by agreement two weekly pays may be introduced on a permanent basis or the trial may be abandoned.

(iv) Flexibility of Labour

Drivers may from time to time be allocated to other duties when driving work is not available. Those other duties shall be:

(a) Routine maintenance - includes maintenance functions such as changing tyres, light globes and greasing vehicles and components. Greasing will involve routine checking of greasing points to detect obvious problems. Drivers will not be required to carry out major service work to meet the manufactures' or suppliers' major maintenance schedules.

(b) Yard duties - drivers may be given duties in the yard. Yard work normally carried out by AWU members will not be carried out by drivers, unless:

1. the driver is assisting an AWU member to deal with special conditions, or peak workloads; or
2. no AWU member is available and the work to be done is essential to support the Company's operations.

(v) Safety Performance

Drivers and management will continue to co-operate to achieve acceptable OH &S results. The Company will provide regular statistical information to all employees and will consult employees on health and safety issues.

(vi) Overnight Trips

Where a driver covered by this Agreement is engaged on a trip which requires him to be away from home overnight the Company will pay hotel/motel accommodation and breakfast charges. The Company will also pay up to \$15.00 for an evening meal provided a receipt is submitted with the petty cash claim.

SCHEDULE 'A'

SIGNED on behalf of  
METROMIX PTY LTD

[Signature]

DATE 28-9-94

WITNESS G Green

SIGNED on behalf of  
UNIONS/EMPLOYEES

TWU, NSW Branch

G. Bunker

DATE 28/9/94

WITNESS Joseph Guiry

TWU delegates for  
Metromix

Sten Mapp

DATE 28-9-94

WITNESS G Green

Joseph Guiry

DATE 28-9-94

WITNESS G Green

28.9.94

Paul Gane

28-9-1994

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