

# ENTERPRISE AGREEMENT

NO: E.A. 302 /1996

DATE REGISTERED: 28-10-96

PRICE: \$ 20-00

**EMERALD PEAT**

**PTY LTD**

**ENTERPRISE**

**AGREEMENT**

**1996**

# **ENTERPRISE AGREEMENT**

**between**

**EMERALD PEAT PTY LTD**

**and**

**AWU - FIME UNION**

## **1. TITLE**

This Agreement shall be known as the Emerald Peat Pty Ltd Enterprise Agreement 1996.

## **2. ARRANGEMENT**

<b>Clause No</b>	<b>Title</b>
1.	Title
2.	Arrangement
3.	Area and Incidence of Agreement
4.	Parties Bound
5.	Date and Period of Operation
6.	Relationship to Quarry Industry (State) Award
7.	Safety
8.	Probationary Period
9.	Hours of Work
10.	Meal Breaks
11.	Sick Leave
12.	Disciplinary Procedure
13.	Grievance Procedure
14.	Casual Employees
15.	Productivity Measure
16.	Pay Rates
17.	No Duress
18.	No Extra Claims

**3. AREA AND INCIDENCE OF AGREEMENT**

The Agreement shall apply to employees covered by the Quarry Industry (State) Award employed by Emerald Peat Pty Ltd at its operations located at Illawarra Highway, BURRAWANG 2577 in the state of NSW.

**4. PARTIES BOUND**

The Agreement shall be binding on:

- (a) Emerald Peat Pty Ltd (the Company); and
- (b) AWU - FIME Amalgamated Union (NSW branch) (the Union); and
- (c) employees eligible to be members of the Union.

**5. DATE AND PERIOD OF OPERATION**

The Agreement shall operate from the date of registration and remain in force for a period of 18 months.

**6. RELATIONSHIP TO QUARRY INDUSTRY (STATE) AWARD**

The Agreement shall be read and interpreted wholly in conjunction with the Quarry Industry (State) Award provided that to the extent of any inconsistency between the Award and this Agreement, the latter will prevail.

**7. SAFETY**

The parties shall endeavour to achieve the highest standard of safety and use all safety equipment provided.

Where necessary, the employer shall provide free of charge, safety equipment and protective clothing appropriate to the employee's duties. Such equipment shall be properly maintained and used by the employee.

All equipment issued in accordance with this clause shall remain the property of the employer and shall be returned to the employer on demand and in event of termination of employment.

The employer shall provide all employees with replacement items as necessary upon damage or being worn out and return of the worn out article to the nominated officer.

**8. PROBATIONARY PERIOD**

A probationary period of three (3) months shall apply from commencement of employment to allow full assessment of his/her ability by the work team and management. The aim is to achieve competency and progress to perform the duties up to a Dragline Operator.

During this time, should the probationary employee, in the opinion of management, prove unsatisfactory, one week's notice of termination shall be given, or payment in lieu thereof.

**9. HOURS OF WORK**

- (i) The ordinary hours of work shall be 38 hours worked Monday to Friday inclusive, between the hours of:

Off Peak                      6.00 a.m. and 6.00 p.m.

Peak                              5.00 a.m. and 7.00 p.m.

- (ii) The Company shall be entitled to fix the start and finish times within the spread of hours in (i) above. The Company shall be entitled to alter them either by mutual consent or giving employees one week's notice. A maximum of 12 weeks of peak period will operate within any 12 months.

**10. MEAL BREAKS**

Employees may elect to work through normal meal breaks and in such case shall be paid the appropriate overtime rate.

**11. SICK LEAVE**

Employees shall be entitled to 10 days sick leave per year. Sick leave not taken shall accrue so that any portion of sick leave not used in one year shall be available to be taken in subsequent years.

If the employee so elects, he/she will be entitled to an amount for good attendance based on the amount of unused sick leave they would have been entitled to under this clause in that year, over and above an initial base of 160 hours.

On termination, an employee shall be paid an ex-gratia payment representing the value of sick leave not expended.

The employee must give prior notice to the employer of his/her requirement for a sick day where it is reasonably possible to do so.

## **12. DISCIPLINARY PROCEDURE**

The following disciplinary procedure shall be adhered to by the Company and the employees.

- (a) Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them, and where appropriate, shall be offered assistance and guidance in achieving those standards.
- (b) Confidential written records of such counselling shall be made. The employee shall be shown the written record and shall have the opportunity of commenting on its contents either in writing or orally. The record shall only be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory shall be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure shall limit the right of the Company to summarily dismiss an employee for serious or wilful misconduct.
- (e) At all stages of the disciplinary procedure the employee shall be entitled to have another available employee present as a witness. The Union representative is entitled to be informed provided employee confidentiality is not breached.

The Company shall give the employee the following notice period or payment in lieu thereof except where the employee has been summarily dismissed for serious or wilful misconduct:

<b>Employee's period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

If the employee is over 45 years old and has completed at least 2 years continuous service the period of notice is increased by one week.

### **13. GRIEVANCE PROCEDURE**

Procedure in relation to a grievance of an individual employee:

- (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 the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of this 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, all work must continue.
- (f) The employee may be represented by the Union.

Procedure for a dispute between an employer and the employee:

- (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 levels must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the Union for the purpose of each procedure.



**14. CASUAL EMPLOYEES**

To extend a casual employee on the same terms and conditions for a period longer than 3 months, a review is to be conducted between management and the majority of employees.

**15. PRODUCTIVITY MEASURE**

During the term of this Agreement, a moving average to determine productivity will be used.

$$\frac{\text{PRODUCTION M3}}{\text{LABOUR HOURS}} = \text{X M3 per L.Hour}$$

This formula may form the basis for future productivity increases and above average wage increases.

**16. PAY RATES**

- (a) A 3% increase is to commence from the date of registration of this Agreement;
- (b) a further 3% increase to commence six months after registration;
- (c) a further 3% increase to commence twelve months after registration;

The increase provided above will be applied to an employees ordinary rate of pay. The ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary pay rate after the increase for each employee party to this agreement is recorded in a written form in the wages record of the company which will be maintained at the Company's office. A new employees ordinary pay will be at a minimum of the employees ordinary rate plus the increase.

The parties agree to commence negotiations on a new agreement no later than twelve months after registration of this Agreement.



**17. NO DURESS**

This Agreement has been negotiated through extensive consultation between management, the Union and employees. All parties have entered into this Agreement with full knowledge of its content and effect.

The parties declare that this Agreement:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress, and;
- (d) reflects the interests and desires of the parties.

**18. NO EXTRA CLAIMS**

The Union and employees undertake to make no further claims during the term of this Agreement.

Signed for and on behalf of Emerald Peat Pty Ltd



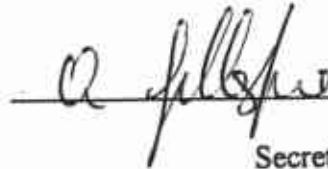
Managing Director



Signed for and on behalf of AWU - FIME

Amalgamated Union

AUSTRALIAN WORKERS UNION



Secretary

F.I.M.E. - EMPLOYEES  
P.O. BOX 1506,  
WOLLONGONG. 2500

Signed by Emerald Peat Pty Ltd Union Delegate



Delegate

EMERALD PEAT PTY LTD  
C/O POST OFFICE  
BURRAWANG NSW 2577  
PHONE (048) 864 440