

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/84

TITLE: Metromix Pty Ltd (Tipper Drivers) Enterprise Agreement 2001-2004

I.R.C. NO: 2002/213

DATE APPROVED/COMMENCEMENT: 31 January 2002

TERM: 1 December 2004

**NEW AGREEMENT OR
VARIATION:** New Replaces EA00/125

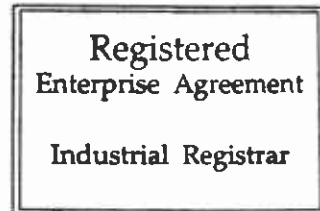
GAZETTAL REFERENCE: 12 April 2002

DATE TERMINATED:

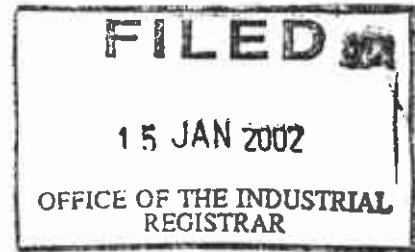
NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of the company located at 144 Marsden Street, Parramatta, NSW who are employed to drive tipper vehicles carrying quarried materials.

PARTIES: Metromix Pty Ltd -&- the Transport Workers' Union of Australia, New South Wales Branch



WITHOUT PREJUDICE – FINAL DRAFT 261101



METROMIX TIPPER DRIVERS

ENTERPRISE AGREEMENT



2001 - 2004

TABLE OF CONTENTS

1. TITLE 3

2. APPLICATION OF THIS AGREEMENT 3

3. AVOIDANCE AND SETTLEMENT OF DISPUTES 3

4. WAGES RATES & ALLOWANCES AND EMPLOYMENT CONDITIONS 4

5. THE AWARD 4

6. TERM OF AGREEMENT 5

7. DECLARATION 5

8. HOURS OF WORK 6

9. ROSTERED DAYS OFF 6

10. FLEXIBILITY OF LABOUR 7

11. PAYMENT OF WAGES 7

12. OVERNIGHT TRIPS 8

13. WAGE INCREASES 8

14. PRODUCTIVITY FACTORS 8

15. ATTENDANCE FOR WORK 11

16. MEDICAL MATTERS 11



1. TITLE

This Agreement shall be known as the Metromix Pty Ltd (Tipper Drivers) Enterprise Agreement 2001 - 2004.

PART A - GENERAL



2. 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 to drive tipper vehicles carrying quarried materials

2.2. In respect of the company's transport operations - throughout New South Wales.

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.

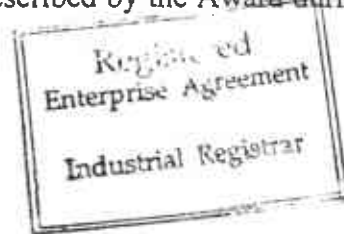
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work shall continue.
- (f) The employee may be 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. WAGES RATES & ALLOWANCES AND EMPLOYMENT CONDITIONS

- 4.1 Wage rates and allowances shall be increased in accordance with the relevant sections of Part B of this Agreement.
- 4.2 The wages and conditions provided for this Agreement shall prevail over the relevant wage rates and conditions which may be prescribed by the Award during the life of this Agreement.
- 4.3 Employment conditions are set out in Part B.



5. THE AWARD

- 5.1 Reference 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. TERM OF AGREEMENT

- 6.1 This Enterprise Agreement shall operate on and from the date of certification and shall remain in force until 1 December 2004.
- 6.2 Negotiations on a new Agreement will commence after thirty three (33) months so a new Agreement can be in place when this Agreement expires.

7. DECLARATION

- 7.1 The parties to this Enterprise Agreement have not entered into it under duress. This declaration is confirmed by the signatures appearing in Part 'C'.
- 7.2 This Agreement records all matters agreed to between the parties.

**Registered
Enterprise Agreement
Industrial Registrar**

PART B – WAGES AND EMPLOYMENT CONDITIONS

8. HOURS OF WORK

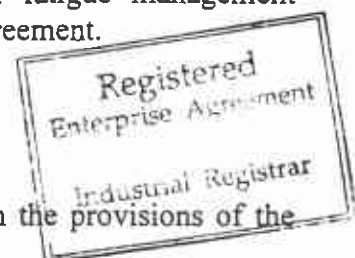
- 8.1 The ordinary hours of work for day workers may be worked between 4.00 a.m. and 4.00 p. m., Monday to Friday. No employee shall be required to commence his ordinary hours later than 6.30am.
- 8.2. The ordinary hours of afternoon shift workers may be worked between 3.00 p.m. and 3.00 a.m., Monday to Saturday. (Shifts may end at 3.00 a.m. on 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.
- 8.2.1 Drivers shall maintain their flexible approach to working this shift. If a driver arrives at work before 3.00pm and a vehicle is available the driver will commence work before 3.00pm and the 12 hour span referred to above will commence from the time the driver commences work.
- 8.3. Ordinary hours incorporate a 30 minute period during which employees will inspect their vehicles, check water, oil and tyres, refuel and wash the windscreens and rear mirrors.
- 8.4 Drivers shall take their meal breaks as and when operational requirements allow. These breaks shall be considered part of a drivers ordinary hours of work. Ordinary hours shall not exceed 38 per week.
- 8.5 Drivers are required to wash and polish trucks by hand as directed by the Supervisor.
- 8.6 The rotation of shifts shall be part of any review of fatigue management techniques or system introduced during the term of this Agreement.

9. ROSTERED DAYS OFF

- 9.1. Rostered Days Off (RDO) will accrue in accordance with the provisions of the Award, with the following variations:
- 9.2. Employees are able to bank RDO's by agreement with the Company.



9.2.1 Employees may also be required to work (6) RDO's which will not be banked and will be paid for hours worked on such days. Employees will also be paid 9.5 hours pay for each day so worked

9.3. 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.

10. FLEXIBILITY OF LABOUR

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

10.1.1. 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 manufacturers or suppliers' major maintenance schedule.

10.1.2. Yard and other duties – where normal work is not available for a driver the driver may be given other duties to carry out at the location at which the driver is based. This work will be carried out by drivers either to assist an AWU member to deal with special conditions or workloads or where no AWU member is available to perform the work.

10.1.2.1 It is not intended to use this clause to give such work to drivers where AWU members can carry out the work except in circumstances set out above.

10.1.2.2 It is not intended to use this clause to have drivers regularly operate plant or to carry out self loading.

11. PAYMENT OF WAGES

11.1. New Employees

11.1.1. All employees engaged after the making of this Agreement shall be paid as follows:

11.1.1.1. In the first 3 months' probationary period on a weekly basis.

WITHOUT PREJUDICE – FINAL DRAFT 261101

11.1.1.2. Once employment has been confirmed at the end of the probationary period - on a 2 weekly basis.

11.2 Existing Employees

11.2.1. Employees who are paid each 2 weeks will continue to be paid on that basis and employees who are now paid weekly will continue to be paid on that basis.

11.2.2. The Company will continue to consult with employees being paid on a weekly basis to overcome any problems preventing those employees from being paid on a 2 weekly basis in future.

12. 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 \$25.00 for an evening meal provided a receipt is submitted with the petty cash claim.

Registered
Enterprise Agreement

Industrial Registrar

13. WAGE INCREASES

13.1 For the purposes of this Agreement, drivers will be classified in either Level 1 or Level 2 positions.

13.2 The following weekly base rates will apply during the term of this Agreement:-

	*1.12.2001	*1.12.2002	*1.12.2003
Level 1	636.46	655.55	675.12
Level 2	656.16	675.84	696.12

* [Note: The commencement dates of the nearest fortnightly pay periods will apply.]

14. PRODUCTIVITY FACTORS

14.1 Three principal elements contribute to the productivity of the Company's transport arrangements. They are:

14.1.1 Tonnes carried/man hour.

14.1.2 Total insurance damage costs per year

14.1.3 Employees safety performance

14.2 The Company is prepared to increase wages payable provided these productivity factors move in a positive way, as set out in this clause.

14.3 Consultative Process

14.3.1 A consultative committee will be set up to assist in implementing this agreement, to monitor reports on productivity measures and to consider suggestions from drivers and management on ways of improving productivity *and managing costs*.

14.3.2 The Committee will comprise two representatives each of the drivers covered by this Agreement and of Management. Other people may be co-opted as necessary to assist the Committee to deal with specific issues.

14.3.3 The Committee will meet at least monthly to discuss and consider productivity *and cost* reports and trends but may meet more often if circumstances so require.

14.3.4 The principal task of the Committee will be to determine how productivity targets *and cost management targets* shall be met, however, the Committee shall not make decisions likely to affect health, safety and road laws.

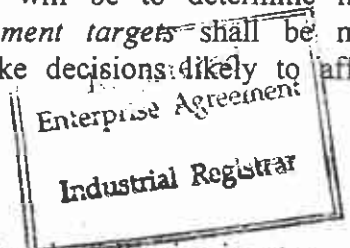
14.4 Tonnes carried/man hour

14.4.1 This figure will be calculated monthly using the following inputs:

14.4.1.1 Tonnes carried - will be the tonnes carried in a month by Metromix fleet tippers based on all loads identified on weighbridge dockets and entered in the Metromix record system.

14.4.1.2 Man hours - will be those paid each month by Metromix including hours worked and paid for each day, paid sick leave, other forms of paid leave, paid workers compensation hours and any paid time on union business. Annual leave will not be included.

14.4.1.3 Where an employee has a single day absence, not covered by a medical certificate, in any month that employee shall not receive any payment in accordance with this clause for that month.



14.4.2 Calculation will be:

Total tonnes per calendar month, divided by Total man hours per calendar month = Tonnes carried per man hour.

14.4.3 The base rate for the purpose of this agreement is 10.0 tonnes per man hour. Bonus can be achieved if the following targets are met:

14.4.3.1 if a sustained rate of 11.0 tonnes/man hour is reached the bonus will be \$60.00 per month for each full month the rate is achieved.

14.4.3.2 if a sustained result of 12.0 tonnes/man hour is reached the bonus will be a further \$60.00 per month for each full month the rate is achieved

[Note: If during the term of this agreement there is a change to truck configuration or to the sources of aggregate the tonnes/man hour set out above may be reviewed using the consultative process.]

14.4.4 Revision of Targets - Metromix may introduce capital investment or management improvements which will have a positive impact on the targets set out above [e.g. investing in plant which increases the average (legal) load of the fleet]. Similarly, the consultative process referred to in Section 14.3 may identify problem areas affecting those Company employees covered by this agreement.

14.4.4.1 Such a move may lead to a revision, of the productivity target based on: new average, divided by old average, multiplied by old target = new target.

14.4.4.2 Specific details will be worked through, using the consultative process, as and when changes occur.

14.4.4.3 Where the Committee process demonstrates that sustained difficulties are being experienced (not just isolated problems) which prevent a particular target being reached the Company may agree to part-payment of the appropriate increase.

14.4.5. Previous Enterprise Agreements have seen a reduction in total insurance damage costs. If further reductions in damage costs are made the following payments will apply: -

- 14.4.5.1 Where costs are reduced to \$80,000 or less during the first year of this agreement a bonus of \$200 will be paid.
- 14.4.5.2 Where costs are reduced to \$65,000 or less during the second year of this agreement a bonus of \$300 will be paid.

14.5 Safety Performance

- 14.5.1 Will be measured using the Metromix safety statistics system. (See attachment)
- 14.5.2 The Consultative Committee referred to above will consider ways and means of maintaining the Lost Time Injury statistic at zero over the life of this Agreement this agreement. Bonuses will be paid as follows: -
 - 14.5.2.1 If no LTI occurs in any year of this agreement a bonus of \$300.00 will be paid to each employee in each year.
 - 14.5.2.2 If one (1) LTI occurs during in any year of this agreement the bonus will be \$100.00 for that year.
 - 14.5.2.3 If more than one LTI occurs in any year of this agreement, no bonus will be paid for that year.
- 14.5.3 The Consultative Committee shall discuss safety statistics, compiled on a monthly basis, which relate only to those employees covered by this Agreement.

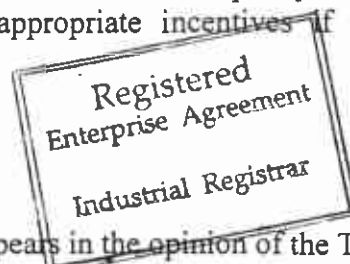
15. ATTENDANCE FOR WORK

The parties will examine attendance patterns with a view to eliminating short term absences not covered by medical certificates.

The consultative processes set out in clause 14.3 will be used to develop ways and means of improving attendance patterns and providing appropriate incentives if sustained improvements occur.

16. MEDICAL MATTERS

- 16.1 Where an employee who attends for work appears in the opinion of the Transport Manager or the Transport Allocator to be affected by alcohol or (non-prescription) drugs that employee shall submit himself for testing in accordance with procedures established by regulatory and health authorities.



16.1.1 A single positive result will not lead to dismissal but will result in the employee being stood aside without pay for the day.

- (a) Repeated positive results after the first result will lead to dismissal.
- (b) Disciplinary action will be taken by the company on a graduated basis, in accordance with the company's discipline and warning procedure, before dismissal action is taken.
- (c) Any warning given in this area will lapse after 12 months provided a second warning is not given in that time (in which case both warnings will lapse 12 months after the second warning).

16.2 Employees covered by this Agreement will attend medical examinations, paid for by the Company and conducted during working hours.

16.3 Such examinations will be conducted at least every 3 years and may be required more frequently as circumstances require.

16.4 The examinations will be carried out by medical practitioner(s) agreed between the parties.

16.5 If a medical report renders an employee unfit to continue driving the employee may be re-trained to undertake alternative duties.

16.5.1. As an alternative, the employee may elect to take a voluntary redundancy payment which will be in accordance with the Employment Protection Act.



ATTACHMENT 1

Additional explanation of "Lost Time Injury" calculations:

1. LOST TIME INJURY DEFINITION

An injury which results in time lost from work of one or more days or shifts, but not the day or shift on which the injury occurred. [Also includes - fatality and permanent disability].

2. LOST TIME INJURY FREQUENCY RATE (LTIFR)

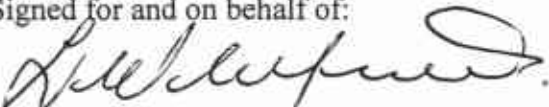
This is calculated as follows:

Number of Lost Time Injuries in the period X 1 million
Number of Hours Worked in same period
(including overtime and extra shifts).



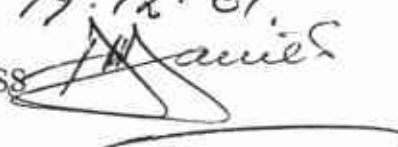
PART C - SIGNATURES

Signed for and on behalf of:

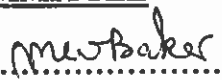

METROMIX PTY LTD
(ACN 002 886 839)

DATE 19.12.01.

WITNESS



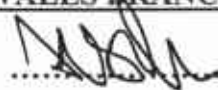
MEMBERS OF NEGOTIATING COMMITTEE


.....


.....


.....

TRANSPORT WORKERS UNION
OF AUSTRALIA (NEW SOUTH WALES BRANCH):


.....



DATE 8.12.02

WITNESS

