

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/269

**TITLE: Metromix Pty Ltd - Concrete Production Employees
Enterprise Agreement 2004**

I.R.C. NO: IRC4/4517

DATE APPROVED/COMMENCEMENT: 14 September 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Metromix Pty Ltd, 144 Marsden Street, Parramatta NSW 2150, who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award

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

METROMIX PTY LTD - CONCRETE PRODUCTION EMPLOYEES ENTERPRISE AGREEMENT 2004

1.0. Title

This agreement shall be known as the Metromix Pty Ltd - Concrete Production Employees Enterprise Agreement 2004.

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 Australian Workers Union, New South Wales ("the union") on behalf of;

2.1.3 The concrete production employees of Metromix Pty Ltd, including the division of the Company which trades as Able Concrete engaged in, industries or callings specified in the Cement Mixers & Concrete Workers Central Batch Plants (State) Award.

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.

3.0. Aims and Objectives of the Agreement

3.1 This agreement creates a partnership between the Employer, the Employees and the Union.

3.2 The parties to this Agreement are committed to:

Adopting management and work practices which are attuned to the needs of the enterprise.

Adopting a consultative and participative approach to facilitate the processes of change, and to

Work together, in order to achieve improvements in:

- (i) Health, safety & environment
- (ii) Customer relationships
- (iii) Job satisfaction
- (iv) Training and skills
- (v) Flexibility
- (vi) Productivity and Efficiency
- (vii) Product Quality
- (viii) Problem solving

3.3 Develop a consultative working environment where employees contribute towards the ongoing change process, and improve on building the level of trust between the employer and the employees.

4.0. Focus of the Agreement

4.1 The parties to this Agreement recognise that the premix concrete industry in Sydney is highly competitive. To survive in such an environment, we need to commit to assisting in developing work practices which give us the competitive edge and ensure that we are a profitable and efficient company.

4.2 We want to have a highly motivated workforce, which clearly understands the requirements of our customers, the vision and values of Metromix Pty Ltd and the importance of their personal contribution has in the future success of the company.

4.3 This Agreement will enhance our competitiveness by:

focusing on the customer

by using operational improvement plans (OIP's) to continue to lift the standard of safety, environment, quality, processes and equipment performance.

monitoring our work performance consistent with KPI's in this agreement.

5.0. Training

The company recognises continuous development and is committed to the implementation of programs to extend the knowledge and skills of its employees. The overriding objective is to enable each employee to gain the competence to perform all of the tasks and activities associated with the production and dispatch of concrete from the Metromix plants.

The training needs analysis will be reviewed annually and a training program established for each employee to advance their skills in the following key areas:

- I. Safety
- II. Environment
- III. Customer Focus
- IV. Quality Control
- V. Processes and Procedures
- VI. Company Standards
- VII. Statutory Standards

6.0. Flexible Duties

6.1 Employees covered by the provisions of this Agreement shall, if suitable training is first provided by the Company, be required to do spot checking of concrete truck agitators with a view to checking the amount of concrete in the agitator at that time. It is agreed that the responsibility for the decision made based on this checking shall remain with the relevant manager.

6.2 It shall be the responsibility of the allocator to complete the docket for special entries cartage claims and where necessary, the Company will provide training of allocators to perform this task.

6.3 Employees shall, if they have been trained and skilled to do so, be required to perform the duties of plant general maintenance and truck driving where the need arises. It is not the intention of this clause to replace other employees by the use of this clause but simply to ensure that employees have a flexible range of duties. "Truck driving" referred to in this clause shall apply to two-axle vehicles operated by Able Concrete for which a clause 3A licence is necessary.

"Plant general maintenance" shall include greasing, oiling, alignment of belts housekeeping or other work which an employee is qualified to perform.

- 6.4 Where circumstance require, a member of the Company's staff may be used to relieve an employee covered by this Agreement in an emergency or when another relief employee is not available.
- 6.5 If an employee is not able on any day to take a lunch break (i.e. a clear break away from the job) because no relief by an employee covered by this Agreement is available the meal break of 30 minutes will be paid at time and a half for each lunch break worked by the employee Monday to Friday.
- (i.e. an employee would be paid 8 hours at ordinary time plus 30 minutes (N/L at time and a half. If overtime is worked the employee will be paid 8 hours at ordinary time plus overtime for the extra hours worked plus 30 minutes at time and a half).
- 6.6 The taking of a lunch break is strongly encouraged and every attempt must be made to facilitate this, including on the not so busy days, staggering of the lunch break period.

7.0. Flexible Start Times

- 7.1 Employees shall be required by the Company to commence their ordinary hours of work at any time between 5.30 am and 8.30 am, Monday to Friday.
- 7.2 Once a job site starting time has been established then the normal number of plant employees required to operate the plant, for a job of that size, will start together at the required time.
- 7.3 Starting times may be altered by the Company, by giving employee notice of the change the previous working day.
- 7.4 Employees shall be available to work on Saturdays as required and the same flexible start times will apply as for work on Monday to Friday. A minimum of 4 hours work will be offered on Saturday.
- 7.5 Finish times may be staggered once the bulk of production for the day has been completed. and the remaining tasks can be completed safely by less than two people (e.g. clerical work, customer contact, contractor supervision)

8.0. Casual Employees

- 8.1 Where casual employees (as defined in the award and receiving a casual loading) are employed continuously by the Company for a period in excess of 3 months, they shall be made permanent employees on the immediate completion of the said three month period. This limit may be waived or extended by mutual agreement between the Company and the Consultative Committee. It is understood that waiver or extension may be sought by the Company in cases of long service leave, annual leave or extended absences due to illness or injury.
- 8.2 The company undertakes it will not use casual employment to alter normal overtime practice.
- 8.3 In agreement with both the consultative committee and employees management may use casual to work on Saturdays and holiday periods on a roster basis to enable employees to enjoy more leisure time.

9.0. Rostered Days Off

- 9.1 There shall be mutual agreement between head office management, concrete plant management, employees and the union to ensure that the appropriate concrete plants remain open six (6) days per week (Monday to Friday and Saturday at over-time rates) fifty-two (52) weeks per year in order to meet sales and production requirements.
- 9.2 It is recognised that due to the business operating 5½ days per week and generally long hours that there is limited opportunity to attend to private business and plan weekend activities with family. To address

these issues employees will receive 16 RDO's per year which will be taken at the rate of 1 RDO per 3 weeks based on a roster.

- 9.3 All RDO's are to be taken as per the roster (if the Monday is a public holiday the RDO will fall on a Tuesday).

For employees whose RDO falls on a Friday they will not be required to work on the Saturday following the RDO.

- 9.4 RDO's will be paid as 7.6 hours at normal time.
- 9.5 The normal weeks pay will be based on 5×8 hours/day = 40 hours/week, with two hours per week accumulating towards RDO's. This will provide for 13 RDO's per year. An additional 3 RDO's per year will be provided ex-gratia to give the total of 16 RDO's per year. The ex-gratia days are provided in recognition of the long working times and to address issues raised in 9.2.
- 9.6 All employees covered by this agreement must follow the RDO roster so that the required time off proceeds as planned.
- 9.7 In the event that an employee does work their rostered RDO (this should be in exceptional cases only) they can take-off another day in lieu (timing of the day off is subject to consultation and approval) within 28days or the day can be converted to an extra annual leave day

10.0. Jury Service

A permanent employee required to attend any jury service during ordinary working hours shall be reimbursed by the company to an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the amount of wages the employee would have received for working on the day or days during which jury service applied. The employee shall notify the company as soon as possible of the date upon which attendance for jury service is required and the company may require proof of this obligation to attend.

11.0. Manning Levels

- 11.1 The company and the employees recognise that manning levels at plants may change for a number of reasons one of which, if the Company implements a central despatch system. Parties agree that any changes resulting from central despatch will only be effected following processes of proper consultation with the employees and the union.
- 11.2 In the event that there is an overlap of people on leave and people on RDO's casual employees or staff may be required to temporarily cover the positions.

12.0. Pays

- 12.1 Weekly timesheets will be completed and authorized by the plant manager. All pays will be paid fortnightly by EFT into the employees nominated bank account.
- 12.2 Personal recognition bonuses to be paid at the discretion of the Sydney Concrete Manager during the term of this agreement to one employee or more.
- 12.3 Weekly paid staff to go to fortnightly pay with a once off compensation of \$350.00 (gross) for employees making the transition from weekly to fortnightly pay.

13.0. Uniforms and Ppe

- 13.1 Each employee will be provided with six sets of clothing (i.e. appropriate trouser/shirt, or overalls combination) at no cost on commencement of employment. Thereafter they shall be replaced on a one for one basis.

- 13.2 The company may supply other uniform articles and may replace them as necessary, based on fair wear and tear.
- 13.3 All uniform articles shall be worn by the employee, but they shall remain the property of the Company.
- 13.4 The Company shall provide necessary protective clothing and equipment, including safety boots, which shall be worn.
- 13.5 The Company will replace such clothing and equipment when it is no longer serviceable, but replacement will not be made unless the corresponding articles previously issued is returned to the Company.
- 13.6 All such protective clothing and equipment shall remain the property of the Company.

14.0. Avoidance and Settlement of Disputes

14.1 Subject to the *Industrial Relations Act* 1996, any grievance, dispute or claim shall be dealt with in the following manner:

14.1.1 Settlement Procedure between an Individual Employee and or employees and the Company.

- (a) The employee and or the employee group 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) While a procedure is being followed, normal work shall continue.
- (e) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not implemented any proposed remedy then either party may refer the matter to the Industrial Relations Commission.
- (f) The employee may be represented by an industrial organisation of employees.

15.0. Classifications

Employees covered by this agreement shall be classified into one of the grades set out below:

- | | | |
|-----|-------------|-----------------------------|
| (1) | Grade One | - Trainee |
| (2) | Grade Two | - Plant Assistant |
| (3) | Grade Three | - Trainee Allocator/Batcher |
| (4) | Grade Four | - Allocator/Batcher |
| (5) | Grade Five | - Supervisor (1) |
| (6) | Grade Six | - Supervisor (2) |

It is a condition of employment that employees will act in a multi-skilled capacity subject only to employees having the relevant training and qualifications to perform the task required.

The skill sets for each job grade are as defined in the skills matrix detailed in Appendix Three.

16.0. Wage Increases

16.1 Employees covered by this agreement shall receive a wage increase of 3 per cent as set out in appendix one which shall take place with effect from the first pay period after 29 January 2004.

- 16.2 Employees covered by this agreement shall receive a further wage increase of 4 per cent which shall take effect on the first pay period to commence after 29 January 2005.
- 16.3 Employees covered by this agreement shall receive a further wage increase of 5 per cent which shall take effect on the first pay period to commence after 29 January 2006.

17.0. Consultation

The joint consultation committee will meet regularly (at least 3 monthly). The consultative committee will consist of at least 2 employees representatives covered by this agreement and two company representative. The purpose of these meetings is to address any issues relevant to this agreement and the activities of the company involving employees covered by this agreement. No amendments to agreement without reference to members.

18.0. Annual Review

In the even that the national CPI for the preceding (Jan - Dec) year exceeds 4% the parties may confer about any impact that increase may have on the base wage rate increases for the rest of the agreement period. Appropriate productivity measures will also be discussed at the same time.

19.0. No Extra Claims

The union undertakes not to pursue any extra claims, award or overaward, during the period of operation of this agreement.

20.0. Annual Leave

- 20.1 Annual leave of 4 weeks per year plus any accumulated RDO's Ref clause 9.7.
- 20.2 Part of annual leave will normally be taken during plant shutdown at Christmas with the balance of annual leave planned and taken to align with the annual leave roster.
- 20.3 Leave roster to be developed to where possible accommodate the requests of employees and any special circumstances that may arise.

21.0. Sick Leave

- 21.1 Sick leave is to be treated as insurance of income during periods of ill health.
- 21.2 Sick leave is not to be taken to obtain an occasional day off. Abuse of sick leave in this way will result in disciplinary action being taken.

22.0. Travel

- 22.1 Where an employee is required to travel from home to a plant that is not their normal place of work the following will apply:
- (a) If the employee uses their own vehicle a travel allowance (rate per km) at the rate detailed in Appendix (1) will be paid plus any labour time in excess of travel time to their nominated employment base.
 - (b) If the employee uses a company provided vehicle the employee will be paid any labour time in excess of 1 hour each way.
- 22.2 Where an employee is required to travel from plant to plant after starting work at the first plant and
- (a) If the employee uses their own vehicle a travel allowance (rate per km) at the rate detailed in Appendix (1) will be paid.
 - (b) If the employee uses a company provided vehicle, no additional payment is applicable.

23.0. Term of Agreement

This agreement shall have a duration of 36 months from 29 January 2004 to 29 January 2007. A review of the operation of this agreement shall take place in the 3 month period prior to the expiry date.

Signed for an on behalf of)
 METROMIX PTY LTD)
 in the presence of)

.....

Date:

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Signed for the said)
 Australian Workers Union)
 in the presence of)

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Date:

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APPENDIX ONE

WAGE RATES & ALLOWANCES

Position	Grade	Classification	Current Rate	3%	4%	5%
				Wage Rates Year 1 29/01/04 to 29/01/05	Wage Rates Year 2 29/01/05 to 29/01/06	Wage Rates Year 3 29/01/06 to 21/01/07
Trainee	Grade One	G1	532.22	548.18	570.10	598.60
Plant Assistant	Grade Two	G2	593.96	611.77	636.24	668.05
Trainee Allocator/Batcher	Grade Three	G3	633.20	652.19	678.27	712.18
Allocator/Batcher	Grade Four	G4	664.02	683.94	711.29	746.85
Supervisor (1)	Grade Five	G5	674.46	694.69	722.47	758.59
Supervisor (2)	Grade Six	G6	N/A	722.00	750.88	788.42

Allowances

Meal	\$9.90/Meal	Applies when employee works more than 10 hours or more
Travel	\$0.71/km	Paid per km traveled using private vehicle
First Aid	\$1.93/day	Paid where employee holds current first-aid certificate
Clothing	\$8.80/week	Paid to cover costs of laundry for company provided clothing

Allowances are to be increased by the agreed annual increases each year

APPENDIX TWO

SKILLS MATRIX

Job Classification	G1	G2	G3	G4	G5	G6
Skills/Qualification						
Loader Operator Licence		X	X	X	X	X
Forklift Operator Licence		X	X	X	X	X
First-Aid Certificate				X	X	X
Concrete Technology Skills				X	X	X
Banking				X	X	X
Stock Management				X	X	X
Current MV Drivers Licence			X	X	X	X
3A Drivers Licence		X	X	X	X	X
Computer Batching/Allocation			X	X	X	X
General Maintenance		X	X	X	X	X
Roster Management (Carriers/Annual Leave/RDO's)					X	X
Proficient at Sales					X	X
Quality Management					X	X
Site SHE Leader						X
Purchasing & Cost Management						X
Plant Maintenance						X