

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/124

TITLE: Metromix Pty Ltd (Tipper Drivers) Enterprise Agreement 1997-99

I.R.C. NO: 97/3000

DATE APPROVED/COMMENCEMENT: 18 June 1997

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to tipper drivers with 8 wheel configuration, triaxle trailer configuration and vehicle and dog trailer configuration

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



1.0 TITLE

This Agreement shall be known as the Metromix Pty Ltd (Tipper Drivers) Enterprise Agreement 1997-99.

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 to drive tippers with 8 wheel configuration, triaxle trailer configuration and vehicle and dog trailer configuration
- 2.2 In respect of the company's transport operations - throughout New South Wales.

3.0 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:

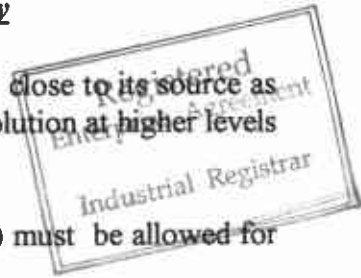
3.1.1 **Settlement Procedure Between an Individual Employee and the Company**

- (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.



4.0 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.

5.0 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.

6.0 TERM OF AGREEMENT

- 6.1 This Enterprise Agreement shall operate on and from the date of certification and shall remain in force for a period of 2 years from that date.
- 6.2 Negotiations on a new Agreement will commence after twenty one (21) months so a new Agreement can be in place when this Agreement expires.

7.0 DECLARATION

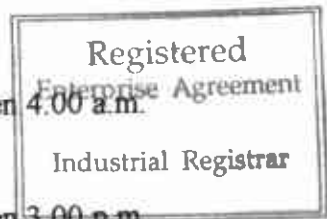
The parties to this Enterprise Agreement have not entered into it under duress. This declaration is confirmed by the signatures appearing in Part 'C'.



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.
- 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.
- 8.3 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 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. When the Company authorises that this work be done on a Saturday, drivers will be paid, 2 hours at double time, to carry out that work.

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 duties - drivers may be give duties in the yard. Yard work normally carried out by AWU members will be carried out by drivers, where:

10.1.2.1 the driver is assisting an AWU member to deal with special conditions, or peak workloads; or

10.1.2.2 no AWU member is available.

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.

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.

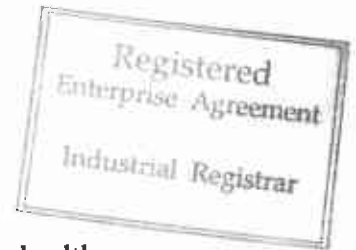
11.2.2 The Company will continue to consult with employees being paid on a weekly basis to overcome any problems preventing those employees from being paid on a 2 weekly basis in future.

11.2.3 The Company will arrange to provide advice on Budgetting and will consider reasonable requests for temporary financial assistance in genuine cases of hardship.



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 \$20.00 for an evening meal provided a receipt is submitted with the petty cash claim.



13. BREATH TESTING

- 13.1 The Company and its employees have obligations under both occupational health and safety legislation and the Motor Traffic Act regarding alcohol consumption.
- 13.2 The Company proposes to install breath analysis machines alongside areas where employees clock on for work.
- 13.3 Employees will be requested to use these machines on a voluntary basis and Metromix will not (subject to clause 13.4) compel drivers to use the machines.
- 13.4 The Company will test employees, on a totally random basis, from time to time.
- 13.5 A single positive result will not lead to dismissal but will result in the employee being stood aside without pay for the day.
 - 13.5.1 Repeated positive results after the first result will lead to dismissal.
 - 13.5.2 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.
 - 13.5.2 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).



13. WAGE INCREASE

13.1 During the two year period of this Agreement wages currently being paid will increase as follows:

13.1.1 As from 13 May, 1997 the weekly rates of pay set out hereunder will apply:

<u>Drivers of Tippers With</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
8 Wheel configuration	497.40	506.10	---
Tri axle trailer configuration Vehicle and Dog trailer Configuration	537.15	546.00	554.70
	537.15	546.00	554.70

13.1.2 By a "calculated percentage" based on productivity measures set out in sub-clause 14.4.3.1 (1%), 14.4.3.2 (1%) and 14.5.2 (1%); the parties will agree a new schedule of rates to replace those appearing above.

13.1.2.1 These percentages will be applied once the productivity targets have been achieved and Agreement has been in force for 12 months.

13.1.3 By 4%, 12 months after this Agreement takes effect; the parties will agree a new schedule of rates to replace those appearing above.

13.1.4 By a further 1% if the targets set out in sub-clause 14.6.2.1 are met; to apply 24 months after this Agreement takes effect; the parties will agree a new schedule of rates to replace those appearing above.

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 - Employees' safety performance.
- 14.1.3 - Employees' attendance for work.

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.

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 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 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 docketts 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.



14.4.2 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 at the beginning of this agreement is 8 tonnes per man hour. Additional wages increases can be achieved if the following targets are met:

14.4.3.1 - if a sustained rate of 9 tonnes/man hour is reached the increase will be 1% after 12 months.

14.4.3.2 - if a sustained result of 10 tonnes/man hour is reached the increase will be 1% after 12 months.

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.

14.5 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 to the present level of zero over the life of this Agreement. Provided this LTI statistic is maintained for the first 12 months of this Agreement, a wage increase of 1% will occur.

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.

14.6 **Attendance for Work**

14.6.1 The Consultative Committee referred to above shall agree on a program to reduce absenteeism.

14.6.1.1 Absenteeism shall be measured by single day absences not covered by medical certificate. The base figure used for calculations is 55 days

14.6.2 Employees agree to co-operate fully to reduce absenteeism to at most 28 days by the end of the first year of this Agreement; achieving this target will result in a wage increase of 1%.

14.6.2.1 A further reduction to 19 days will be sought in the second year of this Agreement. Achieving this target will result in a wage increase of 1%.

14.6.3 The Consultative Committee shall discuss absenteeism statistics, compiled on a monthly basis, which relate only to those employees covered by this Agreement.



15. MEDICAL EXAMINATIONS



- 15.1 Employees covered by this Agreement will attend medical examinations, paid for by the Company and conducted during working hours.
- 15.2 Such examinations will be conducted at least every 3 years and may be required more frequently as circumstances require.
- 15.3 The examinations will be carried out by medical practitioner(s) agreed between the parties.
- 15.4 If a medical report renders an employee unfit to continue driving the employee may be re-trained to undertake alternative duties.
 - 15.4.1 As an alternative, the employee may elect to take a voluntary redundancy payment which will be in accordance with the Employment Protection Act.

ATTACHMENT



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:

$$\frac{\text{Number of Lost Time Injuries in the period}}{\text{Number of Hours Worked in same period (including overtime and extra shifts)}} \times 1 \text{ million}$$

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PART C - SIGNATURES

Signed for and on behalf of:

Metromix Pty Ltd
(ACN 002 886 839)

[Handwritten Signature]

DATE *16.5.97*

WITNESS



Transport Workers Union
Of Australia (New South Wales Branch):

[Handwritten Signature]

DATE *27th May 1997*

WITNESS *[Handwritten Signature]*

Rosemary Elaine Galvin
Justice of The Peace