

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/94

TITLE: Rocla Quarry Products NSW Enterprise Agreement 1997

I.R.C. NO: 97/2099

DATE APPROVED/COMMENCEMENT: Approved 5 May 1997 and commenced  
from 23 December 1996

TERM: 2 Years

NEW AGREEMENT OR VARIATION: New Replacing EA358/95



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees under the Quarrying Industry (State) Award.

PARTIES: Amatek Ltd trading as Rocla Quarry Products -&- The AWU - FIME Amalgamated Union, New South Wales

**1. The Title**

The Agreement is known as the Rocla Quarry Products NSW Enterprise Bargaining Agreement 1997.

**2. Arrangement**

This Agreement is arranged as follows:

Clause No.	Subject
1.	Title
2.	Arrangement
3.	Application
4.	Parties Bound
5.	Objectives and Benefits of the Agreement
6.	Date & Period of Operation
7.	Relationship to Parent Award
8.	Wage Rates
9.	Avoidance of Industrial Disputes
10.	Use as a Precedent Prohibited
11.	No Duress
Appendix A	Productivity Gains and Measures



**3. Application**

This Agreement applies to all employees of Amatek Ltd. trading as Rocla Quarry Products, who are bound by the terms of the Quarrying Industry (State) Award 1994 and ancillary quarry sites in NSW operated by the company.

**4. Parties Bound**

Parties to this Agreement are:

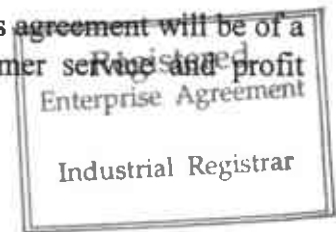
- (i) The AWU-FIME Amalgamated Union, NSW Branch representing all employees of Amatek Ltd. engaged in any of the occupations, industries or callings specified in the Quarrying Industry (State) Award, 1994.
- (ii) Amatek Ltd. trading as Rocla Quarry Products at Kurnell, Windsor, Bell, Mittagong and Raymond Terrace.

**5. Objectives and benefits of the Award**

This Agreement is intended to aid and encourage the implementations of changes in work practices and the way in which work is organised in the company. The parties recognise that an important factor in achieving these objectives is the development of a workplace environment which supports the participation of employees in the development of

improved productivity and flexibility of all operations.

It is expected that the gains resulting from the application of this agreement will be of a wide nature, affecting production cost, market share, customer service and profit contribution.



6. **Date and Period of Operation**

This agreement shall have effect from the 23rd December 1996 and shall operate from the beginning of the first pay period on or after registration of the agreement and shall remain in force until 23rd December 1998.

The Agreement shall not be varied except by mutual consent of the parties. The union undertakes not to pursue any extra claims, award or over-award, during the period of operation of this agreement, provided that the rates shall not fall below the award rates for ordinary time.

7. **Relationship to Parent Award**

This Award shall be read and interpreted wholly in conjunction with the Quarrying Industry (State) Award 1994 and the previous Enterprise Agreement, provided that where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

8. **Wage Rates**

Base Rates of pay shall be increased under this agreement as follows:

First Increase 5.0%                      From the first pay period on or after 23rd December 1996.

Second Increase 3.5%                      From the first pay period on or after 1st November 1997.

9. **Avoidance of Industrial Disputes**

The parties to this Agreement undertake to observe the procedure for the avoidance of industrial disputes contained in the parent award, that is Clause 3.5 of the Quarrying Industry (State) Award 1994.

In addition, the parties agree that in the event of a dispute, they will act promptly in seeking a resolution and prior to any matter being brought to the Industrial Relations Commission of New South Wales, it will be submitted to a Disputes Committee. The membership of this Committee may be varied to suit the circumstances, but will comprise at least one official from the Union concerned and one senior company officer. While this procedure is being followed, work will continue normally.

10. **Use of Precedent Prohibited**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

11. **No Duress**

This Agreement is made with neither party under duress.

12. **Confirmation**

In confirmation of Agreement by the Parties:



For Amatek Ltd.:

Name:

Gregory Hook

Signature:

*Gregory Hook*

Date:

16 April 1997

For the AWU:

Name:

R. K. Connison

NSW Branch:

Signature:

*R. K. Connison*

Date:

11. 4. 97

**ROCLA QUARRY PRODUCTS N.S.W.**

**ENTERPRISE BARGAINING AGREEMENT**

**APPENDIX A**

**PRODUCTIVITY GAINS AND MEASURES**

Registered  
Enterprise Agreement  
Industrial Registrar

This Appendix details the Agreement reached by negotiations between parties to achieve real gains in productivity, efficiency and flexibility at Rocla Quarry Products Operations, covered by the Quarrying Industry (State) Award and for which the wage increases in Clause 10 of this Agreement are payable, upon registration by the industrial registrar of New South Wales.

**Major change Areas**

The Agreement is based on the implementation of change in three main areas, they are:

- (a) The development of additional flexibility in daily work patterns and practices.
- (b) The continued operation of a continuous Improvement Process (CIP) which seeks to involve employees in problem solving and developing improvements in work methods and practices.
- (c) In consultation with employees, the establishment of a set of performance measures which provide a reliable indicator of the effect of the CIP on overall business results.

The parties recognise that the achievement of many of the changes contained in this overall plan may require further investment by the company in training and development programs for employees.

In addition to this skills training, the company accepts the need to provide training in non-operational areas, such as TQM practices, problem solving and communications, that may be necessary to the development of multi-skilled teams.

**1. Flexible Operations**

In addition to the improvements agreed in the previous Enterprise Bargain Agreement, the following improved flexibilities have been agreed.

1. Where an Employee accrues an excess of Rostered Days Off (greater than 4) this excess shall be paid out to the Employee by mutual agreement between the individual and Rocla, at six monthly intervals. (June and December each year).
2. Work skills assessments generally in accordance with the M.N.I.T.A.B. National Competency Standards shall be introduced over the duration of this agreement through a consultative process.

3. All employees shall be provided the opportunity to gain skills in the following areas if considered relevant to current or future employment:

Concrete Technology  
 Continuous Improvement  
 Quality Assurance  
 Safety / First Aid



3. **Performance Measures**

Measures to monitor productivity shall be established through a consultative process between Rocla and Employees. Benchmarks and productivity targets shall be set in the same manner and plans established and agreed to achieve sufficient productivity improvement in the performance of Rocla's quarrying operations to enable payment of the second wage increase based on an equitable sharing of productivity improvements.

During the course of this agreement it is acknowledge that some initial benchmarks may have to be adjusted as a result of changed circumstances in production at some quarries that are outside the control of Employees.

The Consultative Committee shall initially review each of the measures contained in the 1995/6 E.B.A. and agree upon revised measures, benchmarks and appropriate targets within three months of the commencement of the EBA.

Performance Measure	Calculation	Definition
1. Labour Productivity	$\frac{\text{Tonnes Produced}}{\text{Total Equivalent paid hours}}$	Tonnes of all products Equivalent number of hours paid, i.e. an hour overtime worked at time and a half, counts as 1.5 hours.
2. Fixed plant utilisation	$\frac{\text{Actual Plant Operating Hours}}{\text{Shift Hours}}$	Number of hours saleable product is being produced.  Paid shift hours worked eg. 10 hours in a 10 hour shift.

1085

3. Fixed Plant Efficiency

Actual Production Rate  
Theoretical Production Rate

Actual average monthly production rate obtained by dividing saleable tonnes produced by actual operating hours.



Theoretical rate based on plant configuration i.e. pump size, line length, wash plant capacity etc.

---

4. Mobile Plant Efficiency

Tonnes Produced  
Litre of fuel consumed by  
Mobile Equipment

Mobile equipment includes loaders, graders, bulldozers, water-trucks, etc. operated by Rocla

---

5. Production Rate

Average Production Tonnes  
per operating hour