

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/169

TITLE: Metromix Pty Ltd (Marrangaroo Quarry) Enterprise Agreement 2000

I.R.C. NO: 00/1555

DATE APPROVED/COMMENCEMENT: 16 June 2000

TERM: 1 January 2002

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 4 August 2000

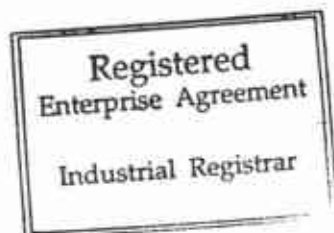
DATE TERMINATED: -

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Metromix Pty Ltd engaged in the classifications set out in the Quarry Industry (State) Award at the Company's Marrangaroo Quarry site

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



**METROMIX PTY LTD
(MARRANGAROO QUARRY)**

ENTERPRISE AGREEMENT 2000



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**INDUSTRIAL RELATIONS ACT 1996 (NSW)
ENTERPRISE AGREEMENT**

1. TITLE

This Agreement shall be known as the Metromix Pty Ltd. (Marangaroo Quarry) Enterprise Agreement 2000.

2. APPLICATION OF THIS AGREEMENT

2.1 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 Employees of the company employed in classifications set out in the Quarry Industry (State) Award ("the Award") at the Company's Marrangaroo Quarry.

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. 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.



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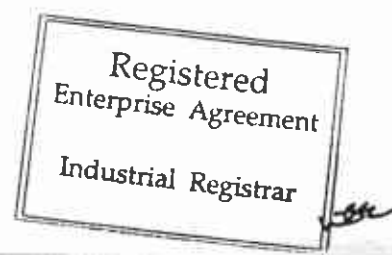
- (c) Reasonable time limits (but not more than seven (7) days) must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not implementing any proposed remedy.
- (e) While a 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 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. SAFETY PERFORMANCE

- 4.1 Following discussion between the Company and the Site Consultative Committee it is agreed that safety standards will be set with the view to reducing the number of workplace accidents. The employees and the union agree they will exercise full co-operation with a view to achieving these standards.
- 4.2 The aim for the first 12 months of this Agreement shall be to achieve a zero lost time injury safety performance standard.
- 4.3 The aim for the second 12 months of this Agreement shall be to achieve a zero lost time injury safety performance standard.



5. METROMIX OPERATING SYSTEMS (MOS)

5.1 This Agreement recognises and reinforces the consultative and co-operation processes which have already been put in place to address issues which are key to the successful operation of the quarry.

5.2 Key issues identified, so far, include:

- Quality Assurance procedures and work instructions.
- Environmental protection procedures and instructions
- Occupational Health and Safety procedures
- Training and competencies
- Site Specific Mine Safety Management System

5.3 In addition, employees covered by this Agreement will continue to co-operate with the Company management to achieve the best possible performance in these areas. Company management will provide regular statistical information to employees and will continue to consult with employees on quality, environmental and occupational health and safety issues.

6. FLEXIBLE WORKING ARRANGEMENTS

6.1 The current practice of staggering crib and meal breaks each day, so that continuity of production and sales is achieved, shall be continued.

6.2 Specific conditions apply to the operation of the Sales FEL as set out:

6.2.1 On any day, the Sales FEL may continue to operate through the lunch break or may be required to stand by to work through the lunch break when manning levels are insufficient to stagger the lunch break.

6.2.2 Where the Sales FEL operator has to stand by or has to work through the lunch break he shall be paid an extra 30 minutes at time and a half as compensation.

6.3 The weighbridge operator shall continue to remain at the workplace during lunch breaks when required and shall be paid an extra 30 minutes at time and a half as compensation.



- 6.4 In the period of this agreement and as a means of maintaining manning levels, the Company may wish to use the skills and knowledge of an employee covered this agreement to take the role of Team Leader and still remain an operator within the team. (To meet legislative requirements the Team Leader may need to be called "the Registered Production Manager").
- 6.5 Employees will work 40 hours per week and accrue time in excess of 38 ordinary hours per week towards one rostered day off (RDO) per month.
- 6.6 Subject to the arrangements set out below the quarry production will operate on a four day week.
- 6.6.1 Employees engaged in the activities of extraction, production and maintenance will work 4 x 10 – ordinary hour days per week, Monday to Thursday, on a roster basis agreed between management and the consultative committee.
- 6.6.2 In any week in which a public holiday or public holidays occur on any day, Monday to Friday, employees will revert to a working week comprising 5 days of 8 ordinary hours.
- 6.6.3 Sick leave entitlement ~~and~~ accrual of time towards rostered days off will be expressed on an hours basis.
- 6.6.4 On days when employees work a 10 hour day they shall be entitled to take an extra crib break between their lunch and their normal ceasing times.
- 6.7 The weighbridge operator will continue to work 5 days of 8 ordinary hours each, Monday to Friday.

7. ABSENTEEISM

- 7.1 Permanent employees covered by this agreement shall receive a six monthly bonus of \$100, subject to the individual employee not taking any sick leave in a six month period.
- 7.2 The company acknowledges that employees at the quarry have made a serious attempt to reduce the average number of sick days taken, not supported by a medical certificate. This issue will continue to be monitored during the term of this agreement so that the level of absenteeism is improved still further.



8. ROSTER DAYS

Roster days may be accumulated up to 10 days in an 12 month period. All untaken roster day leave can be redeemed. The redemption shall be paid for by the company at the rate of time and half and shall be included in the first pay period in December. The redemption of more than 7 days by any employee shall be at the individual's discretion and paid out at the rate of time and a half with any one week holiday pay drawn.

9. PRODUCTIVITY TARGETS

9.1 In the first 12 months of this agreement the tonnes per man hour (tpmh) productivity targets for the following annual production output are as follows:

| <u>Tonnes Per Man Hour</u> | <u>Production</u> |
|----------------------------|--------------------------|
| 9.4 | Up to – 120,000 tonnes |
| 9.9 | 120,001 – 130,000 tonnes |
| 10.4 | 130,001 – 140,000 tonnes |
| 10.9 | 140,001 – 150,000 tonnes |
| 11.3 | 150,001 tonnes plus |

9.2 In the second 12 months of this agreement the tonnes per man hour (tpmh) productivity targets for the following annual production output are as follows:

| <u>Tonnes Per Man Hour</u> | <u>Production</u> |
|----------------------------|--------------------------|
| 9.9 | Up to – 120,000 tonnes |
| 10.6 | 120,001 – 130,000 tonnes |
| 11.1 | 130,001 – 140,000 tonnes |
| 11.6 | 140,001 – 150,000 tonnes |
| 12.1 | 150,001 tonnes plus |

The following hours will not be included in the calculation of the primary target;

- Carting overburden
- Any hours involving OH&S meetings, inspections and review
- Any hours associated with external training
- Such other hours, as may be agreed between the consultative committee and management, worked on special projects
- Should unforeseen circumstances occur which effect the capacity of the employees to meet the productivity target, the Consultative Committee

and Management shall meet to determine and agree a new productivity target for that 12 month period.

The hours include all wage employees on site employed by Metromix, including casuals and half Team Leader's hour when relieving the Manager while on leave.

- 9.3 Should capital works be carried out on the crushing and screening plant to improve its throughput of saleable products, then the consultative committee and the company shall meet to agree to new productivity targets.

10. PART TIME EMPLOYEES

- 10.1 The Company may agree with an employee (s) to work part time hours which are less than 38 hours per week.

- 10.2 Such part time work shall be subject to the following conditions:-

10.2.1 An agreed roster of the minimum number of hours to be worked each day and the number of days, Monday to Friday, will be put in place for each employee.

10.2.2 Employees shall not work less than four hours per day but may work up to the number of ordinary hours worked by full time employees on any given day.

10.2.3 Part time employees may be allocated work up to 38 ordinary hours in a week but once they work 37 hours they will be entitled to the same benefits as full time employees.

10.2.4 Other than as set out in sub-clause 10.2.3 part time employees shall receive award benefits such as wages and sick leave and statutory benefits such as annual leave on a pro-rata basis.

- 10.3 Part time employees shall be entitled to the payment of overtime on the same basis as full-time employees i.e. for time worked in excess of the ordinary hours on one day or in excess of 38 in one week.

11. TEAM LEADER

The company may wish to use the skills and knowledge of an employee covered by this agreement to take the role as Team Leader.



The Team Leader shall be paid an allowance of \$60.00 per week for carrying the duties of Team Leader.

The Team Leader will not be paid allowances for being leading hand or in charge of Plant.

12. CASUAL EMPLOYEES

12.1 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 Site 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.

12.2 The company undertakes it will not use casual employment to alter normal overtime practice.



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13. PAY PERIODS

13.1 The fortnightly pay periods will continue for the length of this agreement.

14. WAGE INCREASE

- 14.1 Employees covered by this Agreement shall receive a wage increase of 2 per cent which shall take effect on the first pay period to commence on or after 1 January 2000.
- 14.2 Permanent Employees covered by this agreement shall receive a \$500 award subject to achieving the standard in clause 4.2. Casual and Permanent Part Time Employees covered by this agreement shall receive an award on a pro rata basis (up to \$500), subject to achieving the standard in clause 4.2.
- 14.3 Permanent Employees covered by this agreement shall receive a \$500.00 award subject to achieving the aim in clause 4.3. Casual and Permanent Part Time Employees covered by this agreement shall receive an award (up to \$500), subject to achieving the standard in clause 4.3.
- 14.4 Employees covered by this Agreement shall receive a further wage increase of 2 per cent which shall take effect on the first pay period to commence on or after 1 January 2001. Payment of this increase is subject to the achievement of the productivity target in clause 9.1 of this agreement.
- 14.5 Employees covered by this Agreement shall receive a further wage increase of 2 per cent which shall take effect on the first pay period to commence on or after 1 January 2001 as an economic adjustment.
- 14.6 Employees covered by this Agreement shall receive a further wage increase of 2 percent, which shall take effect on the first pay period to commence on or after 1 January 2002. Payment of this increase is subject to the achievement of the productivity target in clause 9.2 of this agreement.
- 14.7 The wage increases set out above will not apply to the allowances set out in the Award.
- 14.8 The wage increases set out above will not apply to the Team Leader's Allowance as set out in clause 11 of this agreement.



14.9 The wage increases set out above will not apply to the skill, travelling and attendance allowance currently paid. That allowance will continue to be paid to employees who currently receive it, however, no new employee will be paid the allowances.

14.10 "Wage increase" referred to above shall apply to the appropriate award classification(s) and shall apply in lieu of any increases applying to the Award during the period of this Agreement.

15. DURATION

This agreement shall have a duration of two (2) years from 1 January 2000. A review of the operation of this Agreement shall take place 3 months period to the expiry date.

SIGNED FOR AND ON BEHALF OF:

Metromix Pty Ltd

K.D. Caffel
(Position): General Manager
Date: 30 MARCH 2000

**Australian Workers
Union, New South Wales**

R. K. Kallabou
(Position): STATE SECRETARY
Date: 6th April 2000.

