

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/59

**TITLE:** Metromix Tipper Drivers Enterprise Agreement 2004-2007

**I.R.C. NO:** IRC5/5115

**DATE APPROVED/COMMENCEMENT:** 4 November 2005 / 1 December 2004

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/84.

**GAZETTAL REFERENCE:** 24 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Metromix Pty Ltd located at 4/107 Philip Street, Parramatta, NSW who are employed to drive tipper vehicles carrying quarried materials, who fall within the coverage of the Transport Industry - Quarried Materials (State) Award.

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

**METROMIX TIPPER DRIVERS**

**ENTERPRISE AGREEMENT**

**2004 - 2007**

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## **BULK TRANSPORT ENTERPRISE AGREEMENT – 2004/2007**

This Enterprise Agreement is made between **Metromix Pty Ltd of 4/107 Phillip Street, Parramatta, NSW** (hereinafter referred to as “the Company”) and

**The Transport Workers Union of NSW** for and on behalf of employees of the company covered by the terms of this agreement.

### **1.0 TITLE**

This Agreement shall be known as the Metromix Pty Ltd (Tipper Drivers) Enterprise Agreement 2004 – 2007.

## **PART A - GENERAL**

### **2.0 APPLICATION OF THIS AGREEMENT**

2.1. This agreement shall apply to:

- 2.1.1 Metromix Pty Ltd of 4/107 Phillip 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 tipper 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 until 1 December 2007.
- 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.

## **7.0 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.

## **PART B – WAGES AND EMPLOYMENT CONDITIONS**

### **8.0 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 6.30 a.m.
- 8.2. The ordinary hours of afternoon shift workers may be worked between 2.00/3.00 p.m. and 2.00/3.00 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 3.00 p.m. and a vehicle is available the driver will commence work before 3.00 p.m. and the 12 hour span referred to above will commence from the time the driver commences work.
- 8.3. Employees will inspect their vehicles, check water, oil and tyres, and wash the windscreens and rear mirrors prior to commencing each driving shift.
- 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 Afternoon shifts can either be permanent shifts or on a rotation basis. The option to operate on a permanent afternoon shift is to be by request of the individual drivers and approved by management. The rotation of shifts shall be part of any review of fatigue management techniques or system introduced during the term of the Agreement.
- 8.7 In recognition of the early start shift allowance contained in the Award, employees who start before 6.00 am shall continue to access the current practice in lieu of the early morning shift allowance. That is, those workers who complete their loads prior to normal finishing times shall be allowed to leave work at the earlier time without

loss of pay. The parties agree to administer this in a manner to ensure the employee suffers no net detriment to the Award.

## **9.0 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 (maximum 6 per year) by agreement with the Company.
- 9.2.1 Banked RDO's can either be:
- (a) Taken as a day off by the driver at their discretion and after giving one weeks notice to the company
- OR
- (b) Paid out in December of each year at 9.5 hours pay per day.
- 9.3. The remaining RDO's will be taken by drivers in accordance with a schedule agreed between the drivers and the Company.

Employees required to work on the rostered RDO's will be paid for at a minimum 9.5 hours pay for each day so worked.

## **10.0 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

## 11.0 PAYMENT OF WAGES

### 11.1. New Employees

All employees engaged after the making of this Agreement shall be paid on a 2 weekly basis.

11.2 Existing employees volunteering to transfer from weekly to fortnightly pay will be paid a gross one off payment of \$350.00 during the transition period.

## 12.0 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 \$30.00 for an evening meal provided a receipt is submitted with the petty cash claim.

## 13.0 WAGE INCREASES

13.1 For the purpose of this agreement it is intended that all drivers be skilled to drive a truck and 3 axle dog. Where drivers are not suitably skilled to drive this type of vehicle additional training will be provided to obtain these skills. All drivers will be paid at the rate applicable for Truck & Dog drivers (Level 2) for a truck carrying up to 48 tonnes.

Drivers operating a Tri-Axle Semi-Trailer (level 1) will be paid at the applicable level 1 rate while training and developing skills to drive a truck & dog vehicle. When the driver is declared competent by the Trainer and Transport Manager the drivers pay rate will be adjusted to the level 2 rate.

<b>Classification</b>	<b>Award Rate</b>	<b>Current Rate</b>	<b>Rate 01/12/2004 - 30/11/2005</b>	<b>Rate 01/12/2005 - 1/11/2006</b>	<b>Rate 01/12/2006 - 30/11/2007</b>
<b>Level 1 Tri-Axle Semi-Trailer Class 5</b>	620.50	675.12	702.12	730.21	759.42
<b>Level 2 Truck and 3 Axle dog Class 5</b>	651.85	696.12	723.96	752.92	783.04
		Increase	+4%	+4%	+4%

## 14.0 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 Time Management.

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 9.0 tonnes per man hour. Bonus can be achieved if the following targets are met:

14.4.3.1 if a sustained rate of 10.00 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 11.00 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:  $\text{new average} / \text{old average} \times \text{old target} = \text{new target}$ .

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.

Note! Damage costs to exclude costs that are recoverable from the party at fault.

#### 14.5 **Time Management**

The company will pay an additional increase of 1% effective 1 December 2004 and each year thereafter during the term of this agreement strictly on the basis that the drivers will self-manage:

- a. Prompt start and finish times.
- b. Impact of rest periods on productivity (without breaching legal and safety requirements).
- c. Timely communication with Fleet Controller.

- d. Early communication of unavailable days due to illness, RDO's and annual leave.
- e. Being absent from work without good reason and without adequate notice.
- f. Queuing at loading and unloading locations.
- g. Avoidance of traffic delays where possible.

Should the work practices and self-management not result in effective time management and utilisation of the trucks then the Company reserves the right to not pay the 1% increase for the following year or until such time as the time management benefits are consistently delivered.

## **15.0 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.

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

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

16.4 If a medical report renders an employee unfit to continue driving the employee may be required to undertake a health improvement programme so as to regain a level of fitness that will allow the employee to continue driving.

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

## **17.0 TRAINING**

The company seeks to continuously improve our performance in all areas of our business activities. To achieve this it is necessary to train and develop the skills of our employees and from time to time specific training programmes (relevant to the occupation) will be introduced and implemented.

Full support and participation of employees is expected for these training programmes.

## **18.0 WAGES SACRIFICE TO SUPER**

Current level of superannuation contributions remain as per legislative requirements (at October 2004 = 9%).

Employee can elect to increase their superannuation payments by whole percentage increments i.e. say (10% or 11% or 12% etc.). Age based limits apply on contributions which need to be considered when electing the contribution level.

The election to increase superannuation contributions must be in writing and received by the company prior to 1 October each year and that election must remain in force for the full year.

## **19.0 REDUCTION IN WORKING HOURS – JOB SHARE**

It is recognised that the normal working week including overtime involves 5½ days and generally in excess of 10 hours per day.

For employees who elect to generally work a shorter week (say 3 days out of 5.5) the option exists to share the driving job for a particular truck between two employees.

The job share option is:

1. Subject to an application by the employee to move to a job share arrangement being approved by the Transport Manager.
2. Successful applicants will be entitled to reduce their working hours to approximately 30 hours per week provided that any shift commenced must always be completed.
3. Successful applicants will be paid at the current hourly rate with normal penalty payments applying and pro-rata leave entitlements.

Conditional on the company being the only employer of the employee. It is not intended that employees use the job share arrangements as the opportunity to have a second driving job but rather an opportunity to reduce the requirement of working continuously long hours each week.

**SIGNATURES**

Signed for and on behalf of:

**METROMIX PTY LTD**  
(ACN 002 886 839)  
ABN 39 002 886 839

DATE

WITNESS

**MEMBERS OF NEGOTIATING COMMITTEE**

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

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DATE

WITNESS