

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/13

TITLE: Boral Country Concrete and Quarries Transport Industry Drivers Agreement 2003

I.R.C. NO: IRC4/3988

DATE APPROVED/COMMENCEMENT: 3 November 2004 / 10 October 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/343.

GAZETTAL REFERENCE: 11 February 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boral Construction Materials Group Limited, located at Ross Street, Prospect, NSW 2149, at sites operated by Boral Resources (Country) Pty Limited in New South Wales, who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Boral Construction Materials Group Limited -&- the Transport Workers' Union of New South Wales

BORAL COUNTRY CONCRETE & QUARRIES TRANSPORT INDUSTRY DRIVERS AGREEMENT 2003

1. Title

This Agreement shall be known as the Boral Country Concrete & Quarries Transport Industry Drivers Agreement 2003.

2. Contents

This Agreement is arranged as follows:

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3. Application

This Agreement shall apply to employees employed by Boral Construction Materials Group Limited employed under the terms of the Boral Country Concrete & Quarries engaged under the Boral Resources (Country) Pty Ltd Transport Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in New South Wales.

4. Parties to the Agreement

The parties to this Agreement are:

- (a) Boral Construction Materials Group Limited.
- (b) The Transport Workers' Union of New South Wales.

5. Relationship to Parent Award

- 5.1 This Agreement shall be read and construed in conjunction with the Boral Resources (Country) Pty Ltd Transport Industry (State) Award as amended (the Award).
- 5.2 This Agreement shall prevail over the Award to the extent that this Agreement is inconsistent with the Award or cover the same subject matter.

6. Term of Agreement

- 6.1 This Agreement shall come into operation on October 10th 2003 and shall have a nominal term of 2 years.
- 6.2 There shall be no further claims by either party for Award or over Award during the term of this Agreement.

7. Objectives of Agreement

- 7.1 The aim of these changes is to improve productivity and flexibility, and achieve total customer satisfaction through world best practice.
- 7.2 To ensure that this is achieved the Company, and the drivers will:
 - (a) improve customer focus;
 - (b) emphasise support for all people who work for the organisation;
 - (c) encourage continuous improvement in all facets of the business; and
 - (d) develop flexibility and teamwork.
- 7.3 This Agreement supports these objectives by outlining the key elements whereby drivers can contribute to this process, namely:
 - (a) commitment to a safe workplace;
 - (b) operating a wider variety of vehicles in a broader range of applications;
 - (c) batching concrete;
 - (d) taking concrete samples on site;
 - (e) individual commitment and responsibility for work performed;
 - (f) on-going development of their skills;
 - (g) maintenance of a continuous improvement culture; and
 - (h) teamwork with plant personnel.

(i) maintaining their vehicles.

7.4 The Agreement reflects not only changes in working arrangements but also a changing attitude towards work, which will result in improved customer service.

7.5 These outcomes will be attained by training and work experience to enable all employees to achieve, contribute to and gain greater reward from their employment.

8. Working Hours

8.1 The ordinary hours of employment shall be 38 hours per week.

8.2 Ordinary hours under this Agreement may be worked between the hours of 6.00am - 6.00pm on any one day Monday to Friday.

8.3 Current depot times will remain but can be changed by agreement.

9. Overtime

9.1 Where there is a requirement by the company to work additional overtime, and the permanent employees, contractors (outside the conditions of contract) and casuals have declined the offer, then the company reserves the right to use whatever labour is required to meet the needs of the business.

10. Leave

10.1 Annual Leave

The Christmas period through to February often involves lower customer demand, and if as a result less trucks are utilised and if insufficient volunteers are available, the Company will require employees to take annual leave at this time in accordance with the provisions of the Annual Holidays Act, provided that such employees have sufficient accrued leave.

10.2 Leave Reductions

The company reserves the right to direct an employee with one months notice for annual leave or 3 months notice for long service leave to reduce outstanding leave liability to the following:

Annual Leave - hold a maximum bank of 6 weeks outstanding (including prorata and accrued).

Long Service Leave - hold a maximum bank of 12 weeks.

11. Intersite Flexibility

All employees, the subject of this Agreement, may be required to work out of any plant at short notice, to meet the needs of the customer.

11.1 At commencement of employment each Employee will be directed to work in a designated zone of concrete plants operated by the Employer (hereinafter referred to as "the designated area"). This designated area will be agreed to with each individual employee in their letter of offer and will be placed on his personnel file.

11.2 Employees may be directed by the Employer to transfer to any plant operated by the employer within the designated area and such transfer may be on a daily, weekly, fortnightly or permanent basis. If the distance travelled to another plant is greater than the driver travels to his designated plant, a km rate will be paid @ \$0.68/km for the excess.

11.3 The designated area is determined by the relevant/local area manager's area of responsibility.

12. Drivers Duties

12.1 All drivers may be required to drive and perform service work (see attachment) on all classes of vehicle operating in Boral Country Concrete & Quarries' concrete plants and quarries. Where a driver is not

competent to drive or service a particular vehicle the company will provide training as necessary to ensure such driver becomes competent to safely perform such tasks on the vehicle. In addition drivers will be trained to competently and safely batch concrete.

12.2 It is the intention of this Agreement that ultimately all employees will, where necessary, be able to assist and relieve within the company's batching plants and quarry operations.

12.3 Drivers Duties include:

- (a) Appropriate time is to be given for drivers to complete pre start up Check List.
- (b) Completion of the Drivers Daily Worksheet.
- (c) Reporting any "unroadworthy" items immediately.
- (d) Time sheets filled in correctly.
- (e) Daily Fuel Reports filled in correctly.
- (f) Compliance with company Quality Assurance Procedure in mixing and delivery of concrete and loading and delivery of raw materials.
- (g) Compliance with all Statutory and company requirements in regards to mass weight limits.
- (h) Compliance with all road regulations.
- (i) Truck and Driver appearance to be maintained to company standards.
- (j) Reporting back to Dispatch any customer requirements or complaints.
- (k) Correct operation of two-way radios, CB units and mobile telephones.
- (l) Stack and square aggregates to template where required and cover as required.
- (m) Spreading and stockpiling where required.
- (n) Cleaning of yards and site amenities.
- (o) Accurate slumping.
- (p) Abide by all company policies, which may be updated from time to time.

12.4 On an as required basis Drivers will assist by:

- (a) Driving all classes of vehicles,
- (b) Driving Front End Loaders,
- (c) Concrete Batching,
- (d) Assisting in maintenance,
- (e) Servicing of vehicles and agitators,
- (f) General yard duties,
- (g) Preparation of dispatch docketts,

but will not be required to carry out tasks that require a trade qualification. If the driver and company are in agreement and the driver has the correct trade qualification then the driver will be paid the relevant hourly rate.

12.5 Concrete and Quarry Operations Duties List may include

Concrete

Concrete batching
Concrete testing
Dispatch duties
Front-end loader driving
Servicing of vehicles/agitators
General maintenance

Quarries

Weighbridge/dispatch
Haul truck driving
Sales loader
Face loader
Plant operator - fixed/mobile
Laboratory duties
General maintenance

13. Wage Increases

From the first full pay period after the date of approval of this Agreement each employee's ordinary time rate of pay shall be increased by 3%. From the first full pay period to commence after the first anniversary of this Agreement, each employee's ordinary time rate of pay shall be increased by 3%.

14. Truck & Dog Productivity Payment

A payment of \$10.10/week for every two tonnes or part thereof increase to the overall gross weight of the truck and dog combination above 42.5 tonnes. The payment will be paid as a weekly allowance (i.e. \$31.82/week for truck & dogs with 48 tonnes G.V.W. and \$41.92/week for truck & dogs with a 50 tonnes G.V.W. - includes weekly payment to cover 12 RDO's/year), but will not apply to public holiday, annual or long service leave payments.

This will be paid as an over award payment and not included in the base rate. This allowance will be varied as per changes to the Transport Industry Quarried Materials (State) Award - increase to wage rates and allowances.

15. Employee Development Program

In keeping with the objectives outlined in clause 7 of this agreement, the company is prepared to invest in its people in order to achieve these goals.

A bonus will be paid to all employees for taking part in the following training courses.

- (a) All drivers must take part in a safety assessment, to identify individual problem areas. On completion of the assessment, employees will undertake training programs tailored to individual needs. A bonus of \$150 will be paid to all employees provided that all employees are assessed within the first 3 months of this agreement and training courses are completed within the term of this agreement.
- (b) For successful completion of the Driver Training Course, Stage 1, Modules 1-5, a bonus of \$300 will be paid, provided that the course is completed in the first year of the agreement. This bonus only applies for the term of this agreement.
- (c) For successful completion of the Batcher Training Course, in year 2 of the agreement, a bonus of \$300 will be paid to each employee completing the course. This bonus only applies to year 2 of the agreement.
- (d) As a minimum the company will supply equivalent to or greater than Blue Card training levels. This applies to all Boral permanent, part time and casual employees.
- (e) In addition to the above training the company will train all its drivers to Certificate III level - Road Transport and Distribution. Drivers will be paid \$500 sign on fee in first year and \$500 for completion in the second year.

NB: If members are unable to complete the planned training through no fault of their own, then the training bonus will still be paid.

The bonus offer is only available to drivers who have completed at least 6 months work at ordinary hours and are still current employees at the end of each period. ie 988 ordinary hours.

16. Call Back

If any employee is called back to work after leaving the work place a minimum payment of 3 hours at 2 times ordinary rate shall be paid.

17. Allowances

17.1 The following award allowance shall be included in the base rates of pay as outlined in this Agreement. Such allowances are:

(a) slump allowance

17.2 The following award allowances shall not apply to employees in this Agreement.

(a) crib allowance (20 minutes)

(b) collection of monies

These allowances will be compensated for and included in this Agreement.

18. Rostered Days Off

18.1 Up to a maximum of 6 RDO's may be accrued throughout the year, which may be cashed out at Christmas time, at ordinary rates of pay.

18.2 An employee may still opt to take RDO's as they fall due, and not participate in the cash out offer. The RDO is to be taken by mutual agreement within 7 days of the RDO falling due.

18.3 Drivers may participate in 18.1 and 18.2 as above and may carry a maximum of 3 RDO's beyond the Christmas period into the next calendar year.

19. Sick Pay

Any employee taking a maximum of 2 sick days in any one calendar year shall receive an incentive payment equivalent to 3 ordinary days pay at the end of the calendar year. This will be paid as a bonus \$ amount.

If a sick day is taken either side of a Public Holiday, or Annual Leave day a medical certificate must be supplied.

A medical certificate is not required unless more than 2 sick days are taken at any one time.

20. Payment of Wages

Employees shall be paid weekly by way of electronic transfer of funds.

21. Length of Service Recognition

Boral Country Concrete & Quarries has a stable and loyal workforce. To recognise the dedication of our employees a Long Service Recognition program has been put in place. The program recognises significant milestones reached by our people throughout their working life. Upon passing each phase employees will receive a suitable recognition award.

The significant milestones of employment shall be after:

5 years continuous full time contribution	Recognition of Service Plaque
10 years continuous full time contribution	Recognition of Service Plaque and \$200 Gift Voucher
15 years continuous full time contribution	Recognition of Service Plaque
20 years continuous full time contribution	Recognition of Service Plaque
25 years continuous full time contribution	Recognition of Service Plaque, \$500 Gift Voucher and Dinner to the value of \$120. Alternatively a gold watch with Boral Logo instead of Gift Voucher.
30 years continuous full time contribution	Recognition of Service Plaque
35 years continuous full time contribution	Recognition of Service Plaque and \$750 Gift Voucher
40 years continuous full time contribution	Recognition of Service Plaque

22. Training

All employees, subject to this Agreement, shall undertake training and education as required by the employer. Such training shall be conducted in normal working hours.

Training may include, but not be limited to:

Job skills as drivers and plant operators in Concrete and Quarry Operations

OH&S

Environmental

Communication skills

Customer Service and Feedback

Continuous Improvement

The Drivers Responsibility

Multi-skilling

First Aid

The company will ensure that an equal opportunity to train is given to all employees under this agreement. The cost of all training shall be paid for by Boral Country Concrete & Quarries.

Every effort will be given by the company to ensure that all drivers reach the level of competency required.

23. Safety

All drivers will be actively involved either as individuals or in safety teams to:

- (a) assess any potential safety hazards and propose measures to control or eliminate such hazards;
- (b) assist workmates in improving safety culture whilst at work.
- (c) Participate in site safety inspections and enthusiastically assist in site safety recommendations and improvements.
- (d) Reporting of incidents shall be encouraged and not prejudicial to employment.

24. Environment

All Boral Country Concrete & Quarries drivers will maintain and comply with license conditions of each individual site's Environmental and Protection Authority License and Local Government Environmental Guidelines.

25. Issue Resolution Procedure

The following procedure shall apply for the resolution of any issue.

- 25.1 Any employee (accompanied by a third party if he so wishes) having any issue shall discuss the matter with their immediate manager/supervisor who will take prompt action to investigate the matter and endeavour to resolve it.
- 25.2 If the matter is not resolved at this level it shall be referred to the Area Manager/Regional Manager who will also take prompt action to resolve the issue.
- 25.3 Should the matter still remain unresolved the employee, the Union Delegate, the Plant Manager/Supervisor and the Area Manager/ Regional Manager shall meet to resolve the issue.

Note: All efforts should be made to resolve the matter at steps 1, 2 and 3.

- 25.4 If not resolved, the matter will be further discussed between the Branch Secretary or other appropriate official of the Union and the appropriate representative of the employer.
- 25.5 If the matter cannot be resolved by the parties nominated the matter shall be referred to the Industrial Relations Commission.
- 25.6 Until the matter is determined in accordance with the above procedure no industrial action will be taken and work shall continue normally.
- 25.7 Neither party will be prejudiced in the final settlement of the matter by virtue of the continuation of work in accordance with this clause.

26. Review of Agreement

The parties agree to review this Agreement no later than twelve weeks prior to its date of expiry.

The review will examine the operation of the Agreement and any changes to be made for future agreements and consider whether the parties will enter into further agreements.

27. Code of Conduct

27.1 Licences

Drivers will not operate any vehicle for which they are not appropriately licensed.

27.2 Alcohol & Drugs

No driver shall drive any company vehicle whilst under the influence of non-prescribed drugs or alcohol.

27.3 Vehicle Weight

It is the employee's responsibility to ensure that the gross vehicle mass comply with the law as legislated from time to time and as is Boral's Policy. Trucks should be loaded to legal capacity. Any costs incurred by the employee to check weight the vehicle will be reimbursed by the company on production of the receipt of expenditure. If infringed for an overload breach, the company must be notified immediately. The company will pay overload fines.

27.4 Documentation

Delivery Docket is to be signed and dated as and where required as proof of delivery. Company documentation (e.g. including time arrived and departed from site) is to be completed by the employee and detail all relevant information from contract documents and signed by the receiver. On delivery, the receiver's signature is to be obtained as proof of delivery.

27.5 Vehicle

It is the employee's responsibility to keep the interior and exterior of the vehicle clean. Employees must check the vehicle at the beginning of each day as per driver's checklist.

27.6 Interference to Vehicles

Any interference with speed limiters, fuel injector pumps or fuel lines, with the aim of increasing speed or power will be subject to a full investigation as per the serious misconduct policy.

27.7 Debts to Company

All drivers agree to allow the company to deduct from their wages, any expenses incurred by the company on a drivers behalf at his or her request, or any debt owing to the company by a driver at his or her request. Repayments to be as agreed by the company and employee.

27.8 Passengers

Passengers must not be carried in company vehicles without prior permission of the Plant Manager.

27.9 Appearance and Conduct

Employees are to dress and present themselves neatly at all times when on company business. Footwear such as thongs are not safe and must not be worn.

Disputes with any client are not to be pursued and must at all times be referred to management for resolution as soon as possible.

27.10 Safety Equipment

Employees are required to observe all safety precautions and procedures including the wearing of seat belts, protective clothing and equipment.

27.11 Accidents

It is the responsibility of all drivers to advise the employer of any accidents or damage to company property. It is also the responsibility of the employee to obtain as much information as possible in the event of an accident. The names of witnesses and any other information such as photos to assist in the early settlement of claims, must be obtained to allow the company to put the best possible case.

In no circumstance will any driver admit to liability in the event of an accident.

27.12 Theft

Theft of any property from either company or client whether for financial gain or not, will be passed on to the authorities for prosecution of the employee(s) concerned and will lead to the summary dismissal of the employee(s) if found guilty.

27.13 Company Property

Any employee who is proved to have abused company equipment may face disciplinary action, which may result in summary dismissal.

27.15 Company Costs

It is expected that all employees will endeavour to save company costs wherever possible, eg:

Check steer tyres for rotation and balancing

Tyre pressures - truck and trailer

Drive vehicle in a manner to save fuel, brakes and wear and tear

These are examples only. There are other cost savings, which can be obtained through the diligence of the drivers.

27.16 Boral Resources (Country) is involved in Quality Assurance Accreditation AS/NZS ISO 9002:1994. All drivers must therefore familiarise themselves with the quality system and abide by all guidelines.

28. Driver Medicals (Refer to Boral OH&S Manual - Section 3.7.2 (Att.))

29. Staff to Fill in on an as Required Basis

Salariated employees may perform award work where award employees are unavailable and all other avenues have been exhausted and the needs of the business require such work to be performed in urgent or emergency situations subject to skills, competence and training and induction of employee.

30. Annualised Salaries

During the life of this agreement, consultation between the parties, shall consider the introduction of annualised salaries.

31. Redundancy

Where the business has identified a need to change employment terms, the employer shall pay redundancy as follows.

Less than 1 year of service	Nil
Greater than 1 year of service	2 weeks per year of service capped at 52 weeks

Initially, Boral will offer voluntary redundancy. If there is no acceptance by the employees then the last on first off principle will be applied.

32. Clothing Issue

The minimum clothing issue for all employees under this award is as follows:

Items	Issue Number
Shirts - long sleeve (hi visibility)	3 per year
Socks	3 pairs per year
Short/Long pants	any combination of short or long pants to a maximum of 3 items (ie. 2 short, 1 long; 3 long; 3 short, etc)
Jacket (hi visibility)	1 every 2 years
Windcheater/Sloppy Joe (hi visibility)	1 per year
Overalls	As required by site agreement
Hat (Tanami standard)	1 per year
Boots	Replacement as required on fair wear and tear

All employees must receive their clothing issue by October 30 each year.

All clothing may be replaced other than above, but only under fair wear and tear replacement.

33. Compliance and Enforcement Legislation (Chain of Responsibility)

All parties bound by this agreement acknowledge their respective responsibilities with regard to compliance and enforcement legislation and further acknowledge that they will abide by any legislation pertaining to these matters.

The Company shall inform all employees both Company and Labour Hire of its requirement.

It is the responsibility of all drivers to advise the Company in writing on a standard Boral proforma if he/she has worked for another employer in the previous 10 hours prior to the commencement of the shift.

Boral shall retain a copy of the proforma as a record which may be inspected by all parties.

34. Bargaining Fee

Notwithstanding any other provision of this agreement, it is agreed by the parties that Leave Reserved will apply with regard to bargaining agent's fees.

35. Delegate Training

The parties agree that in total a maximum of 40 days per year be allocated to train delegates in line with the following conditions.

The Union supplies the Company with a training agenda which must be approved by the Company before the training commences.

The Union gives the Company 14 days notice of any intended training.

No more than 3 delegates at a time (across all operations) can attend any such training.

The training days will be allocated as follows;

A maximum of 5 days in each training session per employee

A maximum of 5 training days per delegate per year

36. Anti-Discrimination

36.1 It is the intention of the parties to this agreement to seek to achieve the object in s.3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

36.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which by its terms or operation, has a direct or indirect discriminatory effect.

36.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

36.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under s.56 (d) of the Anti-Discrimination Act 1977;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

36.5 this clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SERVICE REQUIREMENTS

1. Change light globes and lenses
2. Greasing all components at the specified intervals (truck, trailer and mixer)
3. Changing wheels on truck and trailer
4. Replacing mudflaps
5. Air cleaner elements at specified intervals
6. Check differential and transmission oils and top up if appropriate
7. Check and tighten loose body parts
8. Assisting other drivers with maintenance
9. Assisting tradesperson when appropriate
10. Dedagging agitator bowls, chutes and loading hoppers
11. Adjusting brakes

The above does not preclude drivers their responsibility in performing their daily checks.

SIGNED FOR AND ON BEHALF }
 OF Boral }
 in the presence of }
 Name:
 (Signature of Witness)

 (Name of Witness)

SIGNED FOR AND ON BEHALF }
 OF the TWU and the Drivers }
 in the presence of }
 Name:
 (Signature of Witness)

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(Name of Witness)

SIGNATURE OF DELEGATES }
in the presence of }

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(Signature of Delegate)

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