

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/345

TITLE: **Boral Transport Limited Hunter Region Agreement
2005**

I.R.C. NO: IRC5/6058

DATE APPROVED/COMMENCEMENT: 6 December 2005 / 1 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/17.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 33

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boral Transport Ltd, engaged as drivers, mechanics, and greasers, at Boral Transport's Hunter Valley depots at Tomago, Ravensworth and Mt Thorley, who fall within the coverage of the Transport Industry (State) Award, and the Transport Industry - Quarried Materials (State) Award.

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

BORAL TRANSPORT LIMITED HUNTER REGION AGREEMENT 2005

1. TITLE

- 1.1 Our agreement shall be known as the Boral Transport Limited Hunter Region Agreement 2005.

2. ARRANGEMENT

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3. PURPOSE

- 3.1 The purpose of this Agreement is to maintain current productivity levels and business improvement initiatives gained from previous agreements, whilst implementing further initiatives that will allow Boral Transport to remain competitive and maintain market share in an ever reducing market. It is the intention of the Company that the projected outcomes of this Agreement will assist the Company to offer its employees long term stable employment, where applicable provide sustainable increases in driver's remuneration and further allow the Company to provide employees with further security through increased redundancy entitlements.

4. DEFINITIONS

- 4.1 "Parent Awards" refers to the Transport Industry (State) Award and the Transport Industry – Quarried Materials (State) Award.
- 4.2 "Coal Employees" refers to employees who fall within the scope of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997.
- 4.3 "Transport Employees" refers to employees who are covered by this Agreement.
- 4.4 "The Commission" refers to the New South Wales Industrial Relations Commission.

5. APPLICATION AND PARTIES

- 5.1 This Agreement shall apply to employees engaged as:

- (a) drivers, who are required primarily to drive on public roads;
- (b) mechanics; and
- (c) greasers;

at Boral Transport's Hunter Valley depots of Tomago, Ravensworth and Mt Thorley (the "Employees").

This Agreement does not apply to employees of Boral Transport at the Hunter Valley depots of Tomago, Ravensworth and Mt Thorley, who fall within the scope of the Coal Mining Industry (Production and Engineering) Award 1977, nor does it apply to employees employed as Stemming Drivers employed at Boral Transport's depots of Tomago, Ravensworth and Mt Thorley, who fall within the scope of the Boral Transport Limited Hunter Region Stemming Materials Services Agreement 2005.

- 5.2 This Agreement shall be binding upon:

- (a) Boral;
- (b) the Employees; and
- (c) the Transport Workers Union of Australia, NSW Branch.

6. START DATE AND PERIOD OF OPERATION

- 6.1 This Agreement shall start and operate from 1/07/05 and shall remain in force for three years and thereafter in accordance with the *Industrial Relations Act 1996* ("the Act").
- 6.2 A reference in this Agreement to the "anniversary" of the Agreement is a reference to the anniversary of the start date stated above in clause 6.1.

6.3 Negotiations for the next enterprise agreement will commence no later than 01/01/2008.

7. RELATIONSHIP TO PARENT AWARDS

- 7.1 This Agreement shall be read and construed with the Parent Awards.
 7.2 Where there is any inconsistency between this Agreement and the Parent Awards this Agreement shall subject to 10.3 prevail to the extent of the inconsistency.

8. RATES OF PAY

8.1 MT THORLEY

	01/07/05	01/04/2006	01/04/2007	01/07/2008
B' Double Drivers				
Proposed Increase	0.00%	3.00%	3.00%	3.00%
MTT Allowance	-	-	-	-
EA Hourly Rate	20.0707	20.6728	21.2929	21.9316
Mechanics				
Proposed Increase	0.00%	3.00%	3.00%	3.00%
MTT Allowance	-	-	-	-
EA Hourly Rate	20.0707	20.6728	21.2929	21.9316
Greasers				
Proposed Increase	0.00%	3.00%	3.00%	3.00%
MTT Allowance	-	-	-	-
EA Hourly Rate	17.7845	18.3180	18.8675	19.4336

8.2 Explanation of Rate Changes

- (a) Upon approval of the Agreement by the Commission, wages for all classifications will be maintained at the rate applicable as at 01 July 2005 (incorporating the final increase from the previous enterprise agreement, which incorporated the Mt Thorley Allowance into the hourly rate as per the terms of the Previous Enterprise Agreement) until the 1st April 2006.
- (b) Hourly wage rates increases to \$20.6728 for B' Double drivers and mechanics and \$18.3180 for greasers on the 1st April 2006, which incorporates the Mt Thorley Allowance.
- (c) Hourly wage rate increases to \$21.2929 for B' Double drivers and mechanics and \$18.8675 for greasers for greasers on the 1st April 2007, which incorporates the Mt Thorley Allowance.
- (d) Hourly wage rate increases to \$21.9316 for B' Double drivers and mechanics and \$19.4336 for greasers for greasers on the 01 July 2008, which incorporates the Mt Thorley Allowance.

- (e) The parties recognise that due consideration shall be given to the relevant increases to the Transport Industry State Award during the next EA negotiations.

8.3 Mt Thorley Employees Only – Gross Cash Payment (GCP).

- (i) The parties recognise the difficulty the Company will experience during the first 6-8 months of the Agreement in respect of employee retention as a result of the impending cessation of the Wambo/United Coal Haulage Agreement followed by the imminent closure of the Mt Thorley depot. The parties have therefore agreed that the Company shall pay a one off gross cash payment (GCP) to all employees who remain in the employ of the Company between the period 1 July 2005 and 31 December 2005 inclusive. It is anticipated that the payment of the GCP will enable the Company to retain sufficient employees to enable it to fulfil its contractual obligations. The GCP will be calculated as follows;

- (ii) The GCP is divided into to three components being;

- (a) Wage Component.
- (b) Entitlement Component.
- (c) Redundancy/Severance Component

(iii) **Wage Component**

- (a) To calculate the wage component of the GCP a 1.5% increase has been applied to the current Mt Thorley hourly rates to effect the calculation.
- (b) Hence the rate applicable to the GCP provision equates to an hourly ordinary time rate as follows;

- B'Double Drivers - \$0.3013
- Mechanics - \$0.3013
- Greasers - \$0.2665

- (c) There are 26.28 weeks between 1 July 2005 and 31 December 2005, as such the wage component of the GCP payable to each employee has been calculated as follows;

Weekdays - 12-hours per day, 5-days per week for

26.28 weeks at the appropriate GCP ordinary time rate for their classification referred to in clause 8.3(iii)(b) above as follows;

26.28 weeks x 5 days x 8 hours x the appropriate GCP rate.

26.28 weeks x 5 days x 2 hours x 1.5 x the appropriate GCP rate.

26.28 weeks x 5 days x 2 hours x 2 x the appropriate GCP rate.

Weekends – 12-hours per day, 1 day per week for

26.28 weeks at the appropriate GCP ordinary time rate referred to in clause 8.3(iii)(b) above as follows;

26.28 weeks x 1 day x 12 hours x 2 x the appropriate GCP rate.

(d) The total of the first GCP component for each classification for the period 1 July 2005 to 31 December 2005 is as follows;

- B'Double Driver - \$783.90
- Mechanic - \$783.90
- Greaser - \$693.36

(iv) **Entitlement Component**

(a) The second component of the GCP will be calculated by utilising each individual's entitlements that they have accrued at 1 June 2005. The \$ value of each entitlement shall be increased by the appropriate GCP rate for their classification for the hours accrued by the individual employee in that entitlement category. The entitlements included are as follows;

- Annual Leave.
- Long Service Leave.
- Rostered Days off (RDO).

e.g. a driver with 5 RDO, 5 weeks annual leave and 8 weeks long service leave would receive the following;

- **RDO**
5 RDO x 8 hours = 40 hours x \$0.3013 = **\$12.52**
- **Annual Leave**
5 weeks x 38 hours = 190 hours x \$0.3013 = **\$57.25**
- **Long Service Leave**
8 weeks x 38 hours = 304 hours x \$0.3013 = **\$91.95**
- **Total of 2nd GCP Component = \$161.72**

(v) **Redundancy & Notice Period Component**

(a) The third component of the GCP will be calculated through the redundancy provisions of the 2003 Enterprise Agreement (i.e. 3 weeks pay for each year of service capped at 52 weeks) and the notice provisions of the Transport Industry Redundancy (State) Award (refer table below). The redundancy and notice period component for each employee will be calculated individually and the value will be dependant on each employee's period of service with the Company.

(b)

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (c) The redundancy \$ value shall be calculated by multiplying the years of service by 3 weeks (capped at 52 weeks) and then multiply by 38 hours by the appropriate GCP rate (refer to Clause 8.3(iii)(b)) for each individual employees classification.
- (d) Notice value is calculated by then multiplying the appropriate number of weeks in the table above by 38 hours and then multiply by the appropriate GCP rate (refer to Clause 8.3(iii)(b)) for each individual employees classification.

E.g. a driver with 10 years service would be calculated as follows.

- **Redundancy**

10yrs x 3 weeks = 30 weeks x 38 hours = 1140 hours x \$0.3013 = **\$343.48**

- **Notice Period**

4 weeks x 38 hours = 152 hours x \$0.3013 = **\$45.80**

- **Total of 3rd GCP Component = \$389.28**

(vi) **Total GCP**

- (a) The driver used in the examples above who has 10-years service, 5-RDO, 5-weeks annual leave and 8-weeks long service leave would be entitled to a GCP as follows;
- Total GCP payable = component 1 + component 2 + component 3
 - Total GCP payable = \$783.90 + 161.72 + \$389.28
 - **Total GCP payable = \$1334.90**

(vii) **Conditions Pertaining to the Payment of the GCP**

- (a) The GCP Payment shall be paid in the pay period paid on 15 December 2005.
- (b) Only those employees who are in the permanent employ of the Company on 15 December 2005 shall be paid the GCP payment.

- (c) There shall be no pro-rata payments made to employees who leave the service of the Company prior to 15 December 2005.
- (d) There shall be no pro-rata payments made to employees who transfer to another division of Boral Limited prior to 15 December 2005.
- (e) Should the Company require employees to remain at Mt Thorley for a period after 31 December 2005, there shall be an additional GCP payment calculated for the period required. The additional payment will be calculated by utilising the GCP calculation methods of this Clause.

8.4 RAVENSWORTH

	01/07/2005	01/04/2006	01/04/2007	01/07/2008
B' Double Drivers				
Proposed Increase	0.00%	3.00%	3.00%	3.00%
Coal Allowance (per day)*	0.00	0.00	0.00	0.00
EA Hourly Rate	20.0707	20.6728	21.2929	21.9316
Mechanics				
Proposed Increase	0.00%	3.00%	3.00%	3.00%
EA Hourly Rate	20.0707	20.6728	21.2929	21.9316
Greasers				
Proposed Increase	0.00%	3.00%	3.00%	3.00%
EA Hourly Rate	17.7845	18.3180	18.8675	19.4336

* Refers to the daily Coal Allowance paid to drivers at Ravensworth up until 30 June 2005. From 1 July 2005 the parties agreed in the 2003 Enterprise agreement that as of 1 July 2005 the Coal Allowance is absorbed into the hourly rate and will not be paid into the future.

8.5 Explanation of Rate Changes

- (a) Upon approval of the Agreement by the Commission, wages for all classifications will be maintained at the rate applicable as at 01 July 2005 (incorporating the final increase from the previous enterprise agreement, which incorporated the Daily Coal Allowance into the hourly rate as per the terms of the Previous Enterprise Agreement) until the 1st April 2006.
- (b) Hourly wage rates increases to \$20.6728 for B' Double drivers and mechanics and \$18.3180 for greasers on the 1st April 2006, which incorporates the Mt Thorley Allowance.
- (c) Hourly wage rate increases to \$21.2929 for B' Double drivers and mechanics and \$18.8675 for greasers for greasers on the 1st April 2007, which incorporates the Mt Thorley Allowance.
- (d) Hourly wage rate increases to \$21.9316 for B' Double drivers and mechanics and \$19.4336 for greasers for greasers on the 1 July 2008, which incorporates the Mt Thorley Allowance.

- (e) The parties recognise that due consideration shall be given to the relevant increases to the Transport Industry State Award during the next EA negotiations.

8.6 TOMAGO

	01/07/2005	01/04/2006	01/04/2007	01/07/2008
Tomago 3 Axle Truck & Dog				
Proposed Increase	0.00%	1.75%	3.00%	3.00%
EA Hourly Rate	19.7298	20.0751	20.6773	21.2976
Tomago 4 Axle Truck & Dog				
Proposed Increase	0.00%	1.75%	3.00%	3.00%
EA Hourly Rate	19.9627	20.3120	20.9214	21.5491
Tomago Trailer				
Proposed Increase	0.00%	1.75%	3.00%	3.00%
EA Hourly Rate	19.0199	19.3527	19.9333	20.5313
Tomago 19m B' Double				
Proposed Increase	0.00%	1.75%	3.00%	3.00%
EA Hourly Rate	20.0838	20.4352	21.0483	21.6798
Tomago Mechanics				
Proposed Increase	0.00%	1.75%	3.00%	3.00%
EA Hourly Rate	19.7298	20.0751	20.6773	21.2976
Tomago Greaser				
Proposed Increase	0.00%	1.75%	3.00%	3.00%
EA Hourly Rate	17.7224	18.0325	18.5735	19.1307

8.7 Explanation of Rate Changes

- (a) Upon approval of the Agreement by the Commission, wages for all classifications will be maintained at the rate applicable as at 01 July 2005.
- (b) Tomago employees to have wage rates which at their minimum are 12% above the Parent Awards. There will be a guaranteed increase of 1.75% on 01 April 2006. If following this increase the rates of pay for drivers and mechanics are less than 12% above the rate for the relevant classification in the relevant Parent Award (including any All Purpose Margin), the rates will be increased further so that they are at a level of 12% above the rate for the relevant classification of the relevant Parent Award (including the any All Purpose Margin).
- (c) There will be a guaranteed increase of 3.00% on 01 April 2007. If following this increase the rates of pay are less than 12% above the rate for the relevant classification in the relevant Parent Award (including any All Purpose Margin), the rates will be increased further so that they are at a level of 12% above the rate for the relevant classification of the relevant Parent Award (including the any All Purpose Margin).

- (d) There will be a guaranteed increase of 3.00% on 01 July 2008. If following this increase the rates of pay are less than 12% above the rate for the relevant classification in the relevant Parent Award (including any All Purpose Margin), the rates will be increased further so that they are at a level of 12% above the rate for the relevant classification of the relevant Parent Award (including the any All Purpose Margin).

9. KEY PERFORMANCE OBJECTIVES (KPI'S)

9.1 The agreement on Key Performance Indicators is as follows-

- (a) Annual individual gross payment of \$1000.00 based upon the achievement of KPI's. The payment will be in 2 components.

First Component

- (b) For drivers the first component shall be a gross payment of \$350.00 and shall be paid for achievement of 5 proactive actions, focussed on risk and incident prevention, by each employee (e.g. identify and submit to management hazards that adversely affect the safe performance of our duties, attend safety related courses - refer to Schedule A for more information).
- (c) For mechanics the first component shall be a gross payment of \$500.00 and shall be paid for achievement of 5 proactive actions focussed on risk and incident prevention by each employee (e.g. identify and submit to management hazards that adversely affect the safe performance of our duties, attend safety related courses- refer to Schedule A for more information).
- (d) In addition to 9.1(b) and 9.1(c) of this clause, payment of the first component \$350.00 to drivers and \$500 to mechanics shall also be dependant upon each individual employee completing the Certificate III Road Transport program by the first anniversary of the Agreement. Employees who do not fully complete the program will forfeit the entire \$350.00 payment. Provided that employees who do not complete the program due to not being afforded the opportunity (by the Company) to complete the program shall not be penalised any portion of the bonus applicable to their classification.
- (e) The Company may at its sole discretion exempt an employee from the requirement of Clause 9.1(d) should the said employee be absent from work for an extended period/s of time due to circumstances that are beyond their control (e.g. illness, injury etc.).

Second Component

- (d) For drivers the second component shall be a penalty system, where each individual employee shall be offered a gross payment of \$650.00 for achievement of the following KPI's.
 - (a) A zero Lost Time Injury result for the period measured.
 - (b) A zero Medically Treated Injury result for the period measured.
 - (c) A zero at fault Minor Motor Vehicle Accident for the period measured.
 - (d) A zero at fault Major Motor Vehicle Accident for the period measured.
 - (e) Compulsory wearing of seat belts.
 - (f) Non-tampering with seat belts.

The penalties incurred by the individual employee for each of the above events are as follows:

- (i) A Lost Time Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$650.00 (i.e. No Bonus) for that employee.
 - (ii) A Medically Treated Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$350.00 per event for that employee.
 - (iii) An at fault Minor Motor Vehicle Accident - \$150.00 per event for that employee.
 - (iv) An at fault Major Motor Vehicle Accident - \$350.00 per event for that employee.
 - (v) Not wearing a seat belt whilst driving a company vehicle. - \$50.00 per event for the employee.
 - (vi) Found to have tampered with a seat belt - \$50.00 per event for the employee.
- (e) For mechanics the second component shall be a penalty system, where each individual employee shall be offered a gross payment of \$500.00 for achievement of the following KPI's.
- (a) A zero Lost Time Injury result for the period measured.
 - (b) A zero Medically Treated Injury result for the period measured.
 - (c) A zero at fault Minor Motor Vehicle Accident for the period measured.
 - (d) A zero at fault Major Motor Vehicle Accident for the period measured.
 - (e) Compulsory wearing of seat belts.
 - (f) Non-tampering with seat belts.

The penalties incurred for each of the above events are as follows.

- ~~(vii)~~ A Lost Time Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$500.00 for that employee
- (viii) A Medically Treated Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$250.00 per event for that employee
- (ix) An at fault Minor Motor Vehicle Accident - \$150.00 per event for the employee
- (x) An at fault Major Motor Vehicle Accident - \$350.00 per event for that employee
- (xi) Not wearing a seat belt whilst driving a company vehicle - \$50.00 per event
- (xii) Found to have tampered with a seat belt - \$50.00 per event.

Assessment of KPI's

- (f) The period measured shall be 1 November of each year through to 31 October in the following year.
- (g) Payment for achievement of the set KPI's shall be made in the first pay period of December following the completion of the measurement period referred to above.

- 9.2 This clause should be read in conjunction with the Key Performance Objectives Definitions in Schedule D.

10. PERFORMANCE STANDARDS AND BUSINESS IMPROVEMENT INITIATIVES

- 10.1 Ravensworth and Mt Thorley employees agree that all new contracts or work quoted will be quoted by the Company at wage rates that are equal to a margin of 10.5% above the Parent Award classification for the type of work at the time the work is quoted.
- 10.2 Ravensworth and Mt Thorley employees agree that should the Company be successful in securing any new contracts/work into the future that they shall provide labour at the rate that equates to an above Award margin of 10.5% for the relevant classification of the Parent Award required for the performance of the work for the first 12-months of any new contracts/work. Upon the 12-month anniversary of the commencement of any such work and each 12-month anniversary thereafter the rates will increase by 3% during the nominal term of this Agreement.
- 10.3 The business improvement initiatives for Tomago, introduced in the Boral Transport Limited Hunter Region Agreements of 2001 and 2003 set out in Schedule B shall continue.
- 10.4 Employees at Mt Thorley and Ravensworth will endeavour to maintain existing performance standards as set out in Schedule C.

11 UPPER HUNTER VALLEY OPERATIONS FLEXIBILITY ARRANGEMENTS

- 11.1 The parties agree that there has been an historic agreement between the parties which allows that should an unplanned operational circumstance occur (e.g. Loader failure, conveyor failure, mine equipment failure or should there be a cancellation of haulage services by the material handling facilities to which the parties deliver product etc. e.g. a receival facility requires a 5000 tonne haul and on the day the haul is taking place the receival facility cancels their order at 1000 tonne), that adversely affects the Company's ability (on that day) to offer those employees performing the work on that day continuing work, that the employees affected have the following choices in respect of the remainder of their ordinary time shift;
- (a) If the employee has worked pre-shift overtime, the employee may convert such overtime to ordinary time and leave work or;
 - (b) an employee may choose to take Rostered Days Off (RDO) hours for the remainder of their ordinary time shift and leave work or;
 - (c) an employee may choose to remain at work and complete duties as directed by their supervisor.
- 11.2 The parties further agree that historically, to allow for the flexibility required of the employees by the Company in such circumstances that the employees have forgone the option described in Clause 11.1(c) and have instead chosen one of the two options described in Clauses 11.1(a) and 11.1(b) or a combination of both.
- 11.3 The parties further agree that they will replace the options described in Clause 11.1 with the options described in Clause 11.4.
- 11.4 An employee who on any day where an unplanned operational circumstance occurs (e.g. Loader failure, conveyor failure, mine equipment failure or should there be a cancellation of haulage services by the material handling facilities to which the parties deliver product etc. e.g. a receival facility requires a 5000 tonne haul and on the day

the haul is taking place the receival facility cancels their order at 1000 tonne), that adversely affects the Company's ability (on that day) to offer those employees performing the work continuing work on that day, the employees affected shall adopt one of the following practices for the remainder of their ordinary time shift;

(a) **Where Pre-Shift Overtime Has Been Worked (Mandatory).**

Where an employee has worked pre-shift overtime and an event as described in Clause 11.4 occurs the employee shall;

- (i) Convert all or part of their pre-shift overtime hours to a total of 8 ordinary hours and leave work or;
- (ii) where an employee affected by this clause has not worked sufficient pre-shift overtime hours to allow them to convert overtime hours to a maximum of 8 ordinary hours, the employee shall convert all pre-shift overtime hours worked on that day to ordinary hours and choose between supplementing the remaining hours required to reach a maximum of 8 by either utilising RDO hours or remaining in the yard performing duties as directed by their supervisor until the hours required reach a maximum of 8.
- (iii) provided that an employee who has insufficient RDO hours (including maximum hours that may be credited as per Clause 3.4.1.3 of the Parent Award) shall not be required to leave work until the combination of pre-shift overtime hours worked on that day (converted to ordinary hours), ordinary hours worked on that day and RDO hours available totals a minimum of 8 ordinary hours; or
- (iv) The parties agree however that should the number of employees who choose to remain at work be equal to or greater than 25% of the workforce of the depot (on an annualised basis) that each employee will forfeit 0.5% of their annual increase for that year.

Example: On a day where an unplanned operational circumstance occurs at 9.00am.

An employee who commenced at 4.00am and works until 9.00am would be required to convert their overtime to ordinary time as below;

4.00am – 7.00am = 3 hours overtime paid as follows;

2 hours at time and one half = 3 ordinary hours.

1 hour at double time = 2 ordinary hours.

Total overtime hours when converted to ordinary hours = 5 ordinary hours.

The employee would therefore have the following;

4.00am – 7.00am = 5 ordinary hours

7.00am – 9.00am = 2 ordinary hours

Total ordinary hours = 7 hours

The employee on this day would then choose between taking 1 RDO hour or remain in the yard for 1 hour performing duties as directed by their supervisor to allow that the employee reaches 8 ordinary hours for the day.

(b) Where Pre Shift Overtime has Not Been Worked (Voluntary)

Provided that the employees continue to show the flexibility they have historically shown in choosing the options in Clauses 11.1(a) and 11.1(b), the Company agrees that the employees shall have the following choices should a circumstance occur as defined in Clause 11.4 if they do not have any pre-shift overtime to convert.

- (i) The employee will choose between taking RDO hours for the remainder of the day; or
- (ii) remain at work and perform duties as directed by their supervisor.
- (iii) Provided that an employee who has insufficient RDO hours (including maximum hours that may be credited as per Clause 3.4.1.3 of the Parent Award) to supplement ordinary hours (to a total of 8 ordinary hours) shall not be required to leave work until the combination of ordinary hours worked on that day and RDO hours available totals a minimum of 8 ordinary hours.
- (iv) The parties agree however that should the number of employees who choose to remain at work be equal to or greater than 25% of the workforce of the depot (on an annualised basis) that each employee will forfeit 0.5% of their annual increase for that year.

11.5 Commitment by the Employees

- (i) Should the employees adopt a position that does not continue to demonstrate the flexibility historically shown and should the position adopted by the employees have an ongoing negative impact upon the business; the parties agree to consult with each other with the view to rectifying the situation.

11.6 Commitment by the Company

Should a circumstance occur as described in Clause 11.4, the Company commits that it will use all of its reasonable endeavours to secure ongoing, productive work for the employees affected on the day such unplanned operational circumstances occur prior to employees being required to utilise the conditions of Clause 11.

12 USE OF SUBCONTRACTORS, HAULIERS AND CASUALS

- 12.1 The parties agree that the Company will not replace a permanent employee with either a casual, haulier or subcontractor after a permanent employee completes 7.6 ordinary hours if there is continuing haulage work available unless the permanent employee declines to complete the allotted overtime or unless the situation is unavoidable.
- 12.2 The parties agree that the Company will not start a casual, haulier or subcontractor before a permanent employee unless the permanent employee declines the allotted overtime or unless the situation is unavoidable.

- 12.3 The parties agree that the Company shall direct a haulier/subcontractor to commence at specific times, however the Company further agrees that where Company owned vehicles are utilised the Company owned vehicles will be afforded the opportunity to load first. The Company shall inform all hauliers/subcontractors of this arrangement and should the subcontractor haulier breach this arrangement the Company shall enforce disciplinary action against the haulier/subcontractor equivalent to the disciplinary procedures accepted by the employees and the Union (i.e. 3 warning system). The parties agree that this arrangement will assist the employees to achieve maximum production and thus the KPI's referred to in Clause 10.4 and Schedule C.
- 12.4 The employees understand that from time to time and for varying reasons the Company may enter into haulage arrangements with customers that require either hauliers and/or subcontractors for the provision of the supply. Should such haulage agreements be entered into by the Company and should such agreements require that hauliers and/or subcontractors commence their shifts earlier or finish their shift later than permanent employees; the parties agree that the Company will be exempted from Clauses 12.1 and 12.2.
- 12.5 Whilst the parties acknowledge that there may be a requirement for the use of hauliers and/or subcontractors on specific contracts from time to time, this acknowledgement in no way reflects an intention of the Company to replace permanent employees with hauliers and/or subcontractors. As such the Company commits to endeavour, wherever possible, to secure haulage agreements with customers that allow for the maximum utilisation of its employees.

13. REDUNDANCY

- 13.1 Subject to this clause, redundancy pay entitlements will be 3 weeks per year of service capped at 52 weeks.
- 13.2 A weeks pay means the employee's hourly rate of pay prescribed by this Agreement multiplied by 38 hours.
- 13.3 Where redundancies are necessary, the Company shall identify the positions to be made redundant on the basis of Last on/First off.
- 13.4 Alternative employment — Subject to an application by the Company and further order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in clause 13.1 of this clause if the Company obtains acceptable alternative employment for an employee.

Voluntary Redundancy

- 13.5 Employees who wish to volunteer to take redundancy are able to do so under the following conditions;
- (a) Subject to (b), volunteers for redundancy will be accepted only from the depot where redundancies are to occur in the first instance.
 - (b) If there are not enough volunteers to fill the required redundancy numbers at the depot where redundancies are to occur, employees at other depots may volunteer to take a redundancy and such offers may be accepted by the Company.
 - (c) Where there are more volunteers for redundancy than there are redundant positions, voluntary redundancies will be accepted in order of seniority, i.e. the employees with the greatest length of service will be accepted for voluntary redundancy first.

- (d) When an employee offers to take a voluntary redundancy, (the "**Volunteer**") and that offer is accepted by the Company, the Volunteer's redundancy pay entitlements shall be as follows:
- (i) if the Redundant Employee* has 10 or more years of service with the Company, the Volunteer shall receive the number of weeks pay that the Redundant Employee would have received based on the scale in clause 13.1 above;
 - (ii) if the Redundant Employee has less than 10 years of service with the Company, the Volunteer shall receive:
 - (a) 30 weeks, where the Volunteer has 10 or more years of service with the Company; or
 - (b) their entitlements pursuant to the scale in 13.1 above, where the Volunteer has less than 10 years of service with the Company;

provided that no employee who offers to take a voluntary redundancy shall receive more than what they would have received had the scale in clause 13.1 above been applied.

* Redundant Employee refers to the employee who would have been made redundant had the Volunteer not offered to take a voluntary redundancy. Where there is more than one volunteer and more than one Redundant Employee, the Volunteers will be matched to the Redundant Employees for the purposes of this clause by seniority, i.e. the most senior Volunteer to the most senior Redundant Employee.

- 13.6 If offers to take redundancies are made by volunteers at a different depot to that for which the redundant positions have been identified and the Company wishes to accept those offers, the employees whose positions had been identified as redundant in accordance with 13.3 above may be required to transfer to the depot at which the volunteers are based. If the employees refuse that transfer then they shall be made redundant and the offer of voluntary redundancies shall be rejected.

No precedent

- 13.7 The additional redundancy entitlements prescribed by clause 13.1 apply only to Boral Transport NSW's Tomago, Mt Thorley and Ravensworth depots. The additional redundancy entitlements offered do not flow on to other Boral organisations.

14. 'WAGES SACRIFICE' IN RETURN FOR INCREASED EMPLOYER FUNDED SUPERANNUATION

14.1 Preamble

- (a) This clause has been included in this agreement because it allows a permanent employee to elect to forgo:

- (i) part of their weekly ordinary time rate of pay; and/or
- (ii) their annual cash bonus,

in return for increased employer funded superannuation benefits on the basis that this is tax beneficial for the employee and at only minimal cost to the Company

- (b) The parties acknowledge that if a permanent employee makes this election their weekly ordinary time rate of pay will be reduced (because the Company will be funding more superannuation for them) except when calculating overtime, shift

penalties or payments made on termination (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay).

14.2 Wage Sacrifice Election

A permanent employee may elect to forgo receiving:

- (a) part of their weekly ordinary time rate of pay; and/or
- (b) their annual cash bonus,

in return for increased employer funded superannuation by completing the election form set out in Schedule "E" of this agreement.

14.3 Boral to Fund Increased Superannuation

Whenever a permanent employee has made an election referred to in clause 14.2 the Company shall provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.

14.4 Change To or Ceasing an Elected Amount

Having made an election in accordance with this clause an employee may cease or vary their election by completing a further election form as set out in Schedule "E" of this agreement to have effect on and only on 1 January or 1 July of each year.

14.5 Cessation and Suspension of Wages Sacrifice Election

Despite anything else in this clause:

- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon the Company than those applicable costs or taxes applicable at the commencement of the operation of this clause then the Company may serve notice upon each employee of their intention to cease wages sacrifice for them and upon the first full pay period to commence on or after the service of the cessation notice the wages sacrifice election shall cease to operate; and
- (b) if an employee has made a wages sacrifice election in accordance with this clause in relation to their ordinary time rate of pay and then enters into a period of leave without pay the wages sacrifice election in relation to their ordinary time rate of pay shall be suspended for the period of such leave.

14.6 Workers Compensation

During any period when an employee is injured or incapacitated and in receipt of workers' compensation payments, Boral will continue to provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions while the employee is still employed by Boral, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation.

14.7 Age Based Contribution Limits

Despite anything else in this clause an employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1946 (Cth).

14.8 Table 1A –Rates of Pay (No Wages Sacrifice)

Subject to this agreement, an employee who **elects not to** wage sacrifice shall be paid the weekly ordinary time rate in accordance with table 1A of this agreement from 1 July 2005.

Table 1A (No Wages Sacrifice)				
Mt Thorley & Ravensworth Classification	From 1/07/2005	From 1/04/2006	From 1/04/2007	From 30/06/2008
B' Double Driver	\$ 762.69	\$ 785.57	\$ 809.13	\$ 833.40
Mechanic	\$ 762.69	\$ 785.57	\$ 809.13	\$ 833.40
Greaser	\$ 675.81	\$ 696.08	\$ 716.97	\$ 738.48
Tomago Classification	From 1/07/2005	From 1/04/2006	From 1/04/2007	From 30/06/2008
3 Axle Truck & Dog Driver	\$ 749.73	\$ 762.85	\$ 785.74	\$ 809.31
4 Axle Truck & Dog Driver	\$ 758.58	\$ 771.86	\$ 795.01	\$ 818.87
Trailer Driver	\$ 722.76	\$ 735.40	\$ 757.47	\$ 780.19
19m B' Double Driver	\$ 763.18	\$ 776.54	\$ 799.84	\$ 823.83
Mechanic	\$ 749.73	\$ 762.85	\$ 785.74	\$ 809.31
Greaser	\$ 673.45	\$ 685.24	\$ 705.79	\$ 726.97

14.9 **Table 1B – Rates of Pay (With Wages Sacrifice)**

Subject to this agreement, an employee who **elects to** wage sacrifice shall be paid the weekly ordinary time rate in accordance with the table 1B (refer overleaf) of this agreement from the date of approval of this agreement by the Commission.

Table 1B (With Wages Sacrifice)

Mt Thorley & Ravensworth

	1%	3%	5%	7%	10%	15%	20%
B' Double Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 755.06	\$ 739.81	\$ 724.55	\$ 709.30	\$ 686.42	\$ 648.28	\$ 610.15
From 01/04/2006	\$ 777.71	\$ 762.00	\$ 746.29	\$ 730.58	\$ 707.01	\$ 667.73	\$ 628.45
From 01/04/2007	\$ 801.04	\$ 784.86	\$ 768.67	\$ 752.49	\$ 728.22	\$ 687.76	\$ 647.30
From 01/07/2008	\$ 825.07	\$ 808.40	\$ 791.73	\$ 775.06	\$ 750.06	\$ 708.39	\$ 666.72
Mechanic	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 755.06	\$ 739.81	\$ 724.55	\$ 709.30	\$ 686.42	\$ 648.28	\$ 610.15
From 01/04/2006	\$ 777.71	\$ 762.00	\$ 746.29	\$ 730.58	\$ 707.01	\$ 667.73	\$ 628.45
From 01/04/2007	\$ 801.04	\$ 784.86	\$ 768.67	\$ 752.49	\$ 728.22	\$ 687.76	\$ 647.30
From 01/07/2008	\$ 825.07	\$ 808.40	\$ 791.73	\$ 775.06	\$ 750.06	\$ 708.39	\$ 666.72
Greaser	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 669.05	\$ 655.54	\$ 642.02	\$ 628.50	\$ 608.23	\$ 574.44	\$ 540.65
From 01/04/2006	\$ 689.12	\$ 675.20	\$ 661.28	\$ 647.36	\$ 626.48	\$ 591.67	\$ 556.87
From 01/04/2007	\$ 709.80	\$ 695.46	\$ 681.12	\$ 666.78	\$ 645.27	\$ 609.42	\$ 573.57
From 01/07/2008	\$ 731.09	\$ 716.32	\$ 701.55	\$ 686.78	\$ 664.63	\$ 627.71	\$ 590.78

Tomago

	1%	3%	5%	7%	10%	15%	20%
3 Axle Truck & Dog Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 742.24	\$ 727.24	\$ 712.25	\$ 697.25	\$ 674.76	\$ 637.27	\$ 599.79
From 01/04/2006	\$ 755.23	\$ 739.97	\$ 724.71	\$ 709.45	\$ 686.57	\$ 648.43	\$ 610.28
From 01/04/2007	\$ 777.88	\$ 762.17	\$ 746.45	\$ 730.74	\$ 707.16	\$ 667.88	\$ 628.59
From 01/07/2008	\$ 801.22	\$ 785.03	\$ 768.84	\$ 752.66	\$ 728.38	\$ 687.91	\$ 647.45
4 Axle Truck & Dog Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 751.00	\$ 735.83	\$ 720.65	\$ 705.48	\$ 682.72	\$ 644.80	\$ 606.87
From 01/04/2006	\$ 764.14	\$ 748.70	\$ 733.26	\$ 717.83	\$ 694.67	\$ 656.08	\$ 617.48
From 01/04/2007	\$ 787.06	\$ 771.16	\$ 755.26	\$ 739.36	\$ 715.51	\$ 675.76	\$ 636.01
From 01/07/2008	\$ 810.68	\$ 794.30	\$ 777.92	\$ 761.55	\$ 736.98	\$ 696.04	\$ 655.09
Trailer Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 715.53	\$ 701.07	\$ 686.62	\$ 672.16	\$ 650.48	\$ 614.34	\$ 578.20
From 01/04/2006	\$ 728.05	\$ 713.34	\$ 698.63	\$ 683.92	\$ 661.86	\$ 625.09	\$ 588.32
From 01/04/2007	\$ 749.89	\$ 734.74	\$ 719.59	\$ 704.44	\$ 681.72	\$ 643.85	\$ 605.97
From 01/07/2008	\$ 772.39	\$ 756.78	\$ 741.18	\$ 725.58	\$ 702.17	\$ 663.16	\$ 624.15
19m B' Double Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 755.55	\$ 740.29	\$ 725.03	\$ 709.76	\$ 686.87	\$ 648.71	\$ 610.55
From 01/04/2006	\$ 768.77	\$ 753.24	\$ 737.71	\$ 722.18	\$ 698.88	\$ 660.06	\$ 621.23
From 01/04/2007	\$ 791.84	\$ 775.84	\$ 759.84	\$ 743.85	\$ 719.85	\$ 679.86	\$ 639.87
From 01/07/2008	\$ 815.59	\$ 799.12	\$ 782.64	\$ 766.16	\$ 741.45	\$ 700.26	\$ 659.07
Mechanic	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 742.24	\$ 727.24	\$ 712.25	\$ 697.25	\$ 674.76	\$ 637.27	\$ 599.79
From 01/04/2006	\$ 755.23	\$ 739.97	\$ 724.71	\$ 709.45	\$ 686.57	\$ 648.43	\$ 610.28
From 01/04/2007	\$ 777.88	\$ 762.17	\$ 746.45	\$ 730.74	\$ 707.16	\$ 667.88	\$ 628.59
From 01/07/2008	\$ 801.22	\$ 785.03	\$ 768.84	\$ 752.66	\$ 728.38	\$ 687.91	\$ 647.45
Greaser	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 666.72	\$ 653.25	\$ 639.78	\$ 626.31	\$ 606.11	\$ 572.43	\$ 538.76
From 01/04/2006	\$ 678.38	\$ 664.68	\$ 650.97	\$ 637.27	\$ 616.71	\$ 582.45	\$ 548.19
From 01/04/2007	\$ 698.74	\$ 684.62	\$ 670.50	\$ 656.39	\$ 635.21	\$ 599.92	\$ 564.63
From 01/07/2008	\$ 719.70	\$ 705.16	\$ 690.62	\$ 676.08	\$ 654.27	\$ 617.92	\$ 581.57

15. WORKING AWAY FROM HOME

- 15.1 The Employees, the Union and the Company recognise that as a normal part of the operations of this business there may, from time to time, be a requirement for employees to work away from their normal starting place. As such Employees understand that they may be required to live away from home for extended periods of time. As such the parties agree to formulate a Working Away From Home arrangement applicable to all of the parties bound by this agreement. The parties agree to formulate the Working Away From Home Arrangement should such a requirement occur, or at the very latest within the first 12-months of this Agreement.

16. TRAINING

- 16.1 The parties agree that prior to the first anniversary of this agreement all employees respondent to this agreement shall complete the Certificate III Road Transport.
- 16.2 The resources required to complete the Certificate III Road Transport shall be provided by the Company.
- 16.3 The Company will provide training to a level of Certificate IV Workplace Trainer for 1 delegate at each depot. This clause will not apply at a depot where a delegate has already achieved this level.
- 16.4 The parties agree to allow up to 5 days per annum per delegate for delegate training provided that the following is adhered to.
- (a) The Union supplies to the Company a training agenda which must be approved by the Company before the training commences.
 - (b) The Union gives the Company 14 days notice of any intended training.
 - (c) One delegate from each depot shall be permitted to attend training at any one time (i.e. 3-delegates at any one time).
 - (d) The annual days will accumulate if not used, however the number of days which can accumulate is capped at 10 per delegate (i.e. if in the first year 2 days training are used there will be 8 days allowed in the second year).

17. CONSULTATION

- 17.1 The Company commits to meeting with employee representatives (2 representatives per depot) on a monthly basis to discuss and address productivity and operational issues, including issues that may arise from the operation of this Agreement.

18. NO DURESS

- 18.1 This agreement is made between the parties without duress.

19. ENTERPRISE AGREEMENT COMMITTEES

- 19.1 Committees will be initially responsible for ensuring benchmarks are properly established, developing action plans to improve performance, and ensuring feedback systems are in place so that depot performance is communicated to all concerned on a regular basis, and that action plans and improvement ideas are followed through.
- 19.2 The region manager will review the benchmarks action plans and feedback systems.
- 19.3 Depot enterprise agreement committees will meet at least quarterly to review progress.

20. NO EXTRA CLAIMS

- 20.1 Subject to Clause 21, Clause 22 and Clause 23 there shall be no extra claims made during the term of this Agreement including extra wage increases or claims for wage increases during the term of this Agreement, other than those specifically provided in this Agreement.

21. OTHER MATTERS

- 21.1 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.

22. SAVINGS CLAUSE

- 22.1 The Federal Government has announced on 26 May 2005 certain reforms to industrial relations generally in Australia. One such reform suggests that the NSW State Industrial Relations Commission could discontinue operating and be absorbed into a new national system (the reform), the transitional arrangements for which have not yet been drafted. If this occurs the parties are committed to ensuring that:

- (a) the drivers', mechanic's and greasers' employment conditions (arising from our Agreement and subject to our Agreement the Parent Awards) are maintained; and
- (b) any Boral operational flexibilities (arising from our Agreement and subject to our Agreement the Parent Awards) are maintained,

as a result of the reform for the period of the Agreement's nominal term.

- 22.2 To give affect to clause 22.1 the parties will, if required, consent to this Agreement being varied or make such other registered industrial agreements to ensure the said maintenance occurs.
- 22.3 To avoid any doubt and consistent with the above, Boral has also agreed not to offer an AWA to its employees for the nominal term of the Agreement.

23. LEAVE RESERVED

- 23.1 Notwithstanding any other provision of this Agreement it is agreed by the parties that Leave Reserved will apply should current unfair dismissal laws change to an extent that the changes directly affect the employees employed under this Agreement.
- 23.2 Notwithstanding any other provision of this Agreement it is agreed by the parties that Leave Reserved will apply should the current 'union right' of entry laws change.

24. DISPUTES PROCEDURE

- 24.1 The following steps must apply in the following order for resolution of a dispute. For each step, the next step must be taken if the dispute has not been resolved within the time indicated for that step, which runs from the time the initial consultation is required;

- (a) a dispute must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels;
- (b) the depot manager and union delegate should deal with the initial discussion;
- (c) if the matter is not resolved at this level, the employee and the union delegate (s) should approach senior management representative for discussion and resolution of the problem;
- (d) the union organiser and senior management may get involved if required at any time;
- (e) either party may call *a Special Committee** to attempt to resolve the dispute;
- (f) if the issue remains unresolved the General Manager of Boral Transport and the Branch Secretary of the Union may endeavour to resolve the issue;
- (g) if the issue still remains unresolved, the matter may be referred to the Commission for conciliation / arbitration, (either party may refer a dispute to the Commission at any time during the process); and
- (h) All work shall continue normally whilst the procedures listed above are being followed.

*The special committee shall consist of;

- Senior management representatives
- The TWU organiser
- The delegate(s) from the depot(s) with the dispute and any external facilitators the committee may require.

SIGNATURES TO THE AGREEMENT

25 The parties register their formal agreement to this document with their signatures below.

Signed for and on behalf of the Transport Workers Union.

Dated

Signed for and on behalf of Boral Transport Limited.

Dated

SCHEDULE A

Proactive Safety KPI's

1. The first component for the safety bonus scheme revolves around each individual employee achieving 5 proactive KPI's that are designed to promote a safe working place and safety awareness for all of our employees. Employees with further ideas as to applicable KPI's that could be included in this list are asked to approach their manager and inform him of their ideas.

The list of KPI's include but is not limited to the following;

- Attendance and participation in Hazard Identification in the work place training.
- Identification and reporting to management of 5 genuine workplace hazards.
- Conduct / participate in at least 2 depot safety inspections.
- Participate in becoming a house keeping warden and maintain set standards.
- Attendance and participation in risk assessment training sessions.
- Participation in the completion of work area risk assessments.
- Attendance and participation in 10 out 12 team briefs per year.
- Participate in depot safety committees as a member or alternate representative.
- Presentation of a safety item to the group at a Safety Meeting or a Team Brief.
- Participation in the rollout of the Drug & Alcohol Policy and procedures.
- Attendance and participation in Safe Work Method Statement development training.
- Participate in the review and / or development of a Safe Work Method Statement.
- Attendance and participation in workplace competency training held during the year.
- Submit near hit reports.
- Attend safety awareness refresher training.
- Conduct driver site induction familiarisation and submit required documentation.
- Carry out regular team leader responsibilities when required by management.
- Carry out the duties of a fire warden.
- Attend fire training as scheduled
- Maintain First Aid Certificate qualifications and allow access to skills when required.

2. In addition to the abovementioned KPI's and as per Clauses 9.1(d) and 16.1 of this Agreement all employees are required to complete the Certificate III Road Transport prior to the first anniversary of the Agreement. Provided that employees who do not complete the program due to not being afforded the opportunity (by the Company) to complete the program shall not be penalised any portion of the bonus applicable to their classification.
3. The Company also agrees to give reasonable notice of any forthcoming training and will ensure such training is held at reasonable times.

SCHEDULE B

Tomago Business Improvement Initiatives

Spread of ordinary hours 5.00am – 3.30pm.

Shift starting times will no longer be fixed (currently (6.30am) but can be altered daily.

Shift starting time on any set day will be in a window between 5.00am and 7.00am.

Changes to the length and method of the notification period (currently 7 days written notice) to alter starting time. Will now be 12 hours notice (ie: end of previous shift) notice to be verbal not written.

First 7.6 hours of any shift commencing in the allotted shift start window to be paid at ordinary rates. Appropriate penalties to apply for start/finish times that are outside of this window and/or the normal spread of hours.

- (vi) Tailor breaks to be more in touch with customer and legal requirements.
- (vii) All drivers and supervisors to maintain their Fatigue Management Status as current to allow the employees driving hours to be extended to fourteen (14) hours.
- (viii) Introduce a banking system that allows for the hours worked over 12 hours per day to be banked and used by employees in conjunction with RDOs during times of business downturn. The hours banked will be at the rate worked (ie. 1 hour worked over 12 would be paid at double time. Hence the employee would accrue two hours for this system). This clause will only apply once all drivers have completed the fatigue management course.
- (ix) Rates paid to drivers are to vary daily and are dependent on the majority of the type of work each individual employee has performed on each set day. (eg. If worked 12 hours and spent 7 hours on quarry work and 5 hours of coal quarry rate would be paid).
- (x) Rates currently paid to remain as is on all current contracts. New rates to apply only to new or rolled over contracts.
- (xi) The parties agree that the Company will stagger start times between 5.00am and 7.00am at Tomago on wet days in the event that there is little or no work available.

Periods of West Wallsend Colliery Shutdowns

- (a) During West Wallsend shut down periods the Coal Employees who work on the site may, at the discretion of the Company, be employed on a temporary basis to undertake work ordinarily performed by Transport Employees working from the Tomago depot provided that;
- (b) No permanent Transport Employee is displaced or made to take leave of any form to allow a Coal Employee to be gainfully employed.
- (c) If a Transport Employee has elected to take leave (of any type) during a shutdown period a Coal Employee may be used to man the vehicle usually driven by the Transport Employee on leave.
- (d) Work is offered to permanent Transport Employees in the first instance and only when all Transport Employees are gainfully employed shall a Coal Employee be utilised.

- (e) Except in extenuating circumstances (breakdown, UMFA driven vehicle a long way from depot), overtime is to be offered to permanent Transport Employees before it is offered to Coal Employees.
- (f) Spare trucks will be maintained at Tomago and manned by casual Transport Employees.
- (g) Under this Agreement, the casual Transport Employees, employed to man these vehicles shall not be counted in the one-quarter of weekly employees' rule set out in clause 14.3 of the Transport Industry – Quarried Materials (State) Award.
- (h) When a Coal Employee performs work pursuant to this clause, this Agreement shall apply to the Coal Employee while the work is being performed.

Construction Industry Roster Days

- (a) All parties agree that the Construction Industry Roster Day (CIRD) will be recognised as the day on which the roster day of the Tomago Employees shall be taken. As such if there isn't any work available on a CIRD all Tomago Transport Employees shall take a roster day, provided that:
- (b) Subject to sub-clauses (b) - (f) below, if there is work available, it shall be offered to employees by means of a rotating roster commencing in order of seniority (eg. If 10 drivers are required to work on the first CIRD to fall during the term of the Agreement, the parties agree that the 10 positions will be offered to the 10 most senior drivers at the depot. If on the second CIRD there are 7 drivers required then the next 7 most senior drivers shall be offered the positions etc.).
- (c) An employee may nominate to voluntarily take a CIRD out of turn and if so he shall become exempted from taking a compulsory roster day when his turn to do so next falls due.
- (d) Employees who are required to take a compulsory CIRD may nominate to be called into work should additional work come in on the CIRD.
- (e) Should there be insufficient permanent drivers to complete the work available on a CIRD, the Company, after offering the work to employees who have nominated to be called in to work pursuant to (c) above may employ casual labour or subcontractors to complete the work available.
- (f) Employees are allowed to accrue a bank of up to 10 Rostered Days Off (RDO). Any Employee who has a bank that is in excess of the 10 RDO will be required to reduce the said number to 10, prior to Employees with 10 or less days being made to take a compulsory CIRD.
- (g) If an employee has extenuating circumstances that require them to take an alternate day (ie other than a CIRD) as an RDO and which as a consequence means that the employee wishes to work on a compulsory CIRD, the Company shall consider such requests on the individual merits of each case. The Company may require evidence from the employee supporting their claim of extenuating circumstances and their request to take an RDO on an alternate day.
- (h) In circumstances where an issue arises that relates specifically to the Tomago business, and which the Company believes needs to be put to a vote by the Employees, Employees engaged in the Tomago business, employed under this Agreement, shall be able to vote in relation to those issues. The Company will not be required to consult with Employees at other locations or in other businesses in relation to such issues.

- (xi) Regional issues (i.e., those affecting all three sites, Mt Thorley, Ravensworth and Tomago) will continue to be dealt with under current regional practices.

SCHEDULE C
Performance Standards

Mt Thorley Productivity
Measurements Ending June 2006

	Wambo to MTCL	United to MTCL	Consolidated		
Benchmarks	54.470	46.464	50.979		

Ravensworth Productivity
Measurements Ending June 2006

	MCC to RCT B-doubles	MCC to Power Station B-doubles	CN to RCT B-doubles	Consolidated	
Benchmarks	32.019	32.977	109.223	58.07	

SCHEDULE D

Key Performance Objectives Definitions

Minor Heavy Vehicle Accident

A minor heavy vehicle accident shall be defined as an accident in which there are no injuries, third party damage and where the Company's vehicle is available to perform its usual duties at the commencement of the next shift.

Major Heavy Vehicle Accident

A major heavy vehicle accident shall be defined as an accident in which there is an injury and/or where there is third party damage and/or where the Company's vehicle (due to the damage incurred) is unavailable to perform its usual duties at the commencement of the next shift.

At Fault

An at fault accident shall be defined as an accident where it is found by an accident investigation committee that the cause of the accident is as a result of error, neglect or non-conformance with the Company's operating procedures, policies and/or current legislation governing the operation of a heavy vehicle on behalf of the employee driving/operating the vehicle at the time of the accident.

Accident Investigation Committee

An Accident Investigation Committee shall comprise of the following members:

- The employee involved in the accident/incident.
- The Union delegate (or another senior driver).
- The employee's immediate supervisor.
- The depot manager.

Lost Time Injury

A lost time injury shall be defined as an injury where an employee, due to the impact of a job related injury, is physically or mentally unable to perform all or any part of his/her normal assignment during all or any part of the workday or shift and further that that the restrictions placed upon the employee are such that they extend beyond the day of the injury.

Medically Treated Injury

A medically treated injury shall be defined as an injury that:

- Must be treated by a physician or licensed medical personnel.
- Impairs bodily function (i.e. normal use of senses, limbs etc.)
- Results in damage to the physical structure of a non superficial nature (eg. Fractures).
- Involves complications requiring follow up medical treatment.

SCHEDULE E

'Wages Sacrifice' Election Form

Pursuant to clause 14 of the Boral Transport Limited Hunter Region Agreement 2005 an employee may elect to forgo part of their weekly ordinary time rate of pay and/or annual cash bonus in return for increased employer funded superannuation.

Sacrifice of Ordinary Time Rate of Pay Election

If you make this election your weekly ordinary time rate of pay will be reduced (because Boral will be funding more superannuation for you) which will effect how you are paid for such things as annual leave etc. This will not be the case when working overtime when you will receive the weekly ordinary time rate of pay applicable to you before you made your election. Tables 1B and 1C (overleaf) set out the effect of making an election on your weekly ordinary time rate of pay and the additional superannuation you will receive.

Operative from the first full pay period to commence on or after commencement of the date of this election Agreement:

Post Election Ordinary Time Weekly Rate of Pay

Table 1B (With Wages Sacrifice)							
Mt Thorley & Ravensworth							
	1%	3%	5%	7%	10%	15%	20%
B' Double Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 755.06	\$ 739.81	\$ 724.55	\$ 709.30	\$ 686.42	\$ 648.28	\$ 610.15
From 01/04/2006	\$ 777.71	\$ 762.00	\$ 746.29	\$ 730.58	\$ 707.01	\$ 667.73	\$ 628.45
From 01/04/2007	\$ 801.04	\$ 784.86	\$ 768.67	\$ 752.49	\$ 728.22	\$ 687.76	\$ 647.30
From 01/07/2008	\$ 825.07	\$ 808.40	\$ 791.73	\$ 775.06	\$ 750.06	\$ 708.39	\$ 666.72
Mechanic	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 755.06	\$ 739.81	\$ 724.55	\$ 709.30	\$ 686.42	\$ 648.28	\$ 610.15
From 01/04/2006	\$ 777.71	\$ 762.00	\$ 746.29	\$ 730.58	\$ 707.01	\$ 667.73	\$ 628.45
From 01/04/2007	\$ 801.04	\$ 784.86	\$ 768.67	\$ 752.49	\$ 728.22	\$ 687.76	\$ 647.30
From 01/07/2008	\$ 825.07	\$ 808.40	\$ 791.73	\$ 775.06	\$ 750.06	\$ 708.39	\$ 666.72
Greaser	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 669.05	\$ 655.54	\$ 642.02	\$ 628.50	\$ 608.23	\$ 574.44	\$ 540.65
From 01/04/2006	\$ 689.12	\$ 675.20	\$ 661.28	\$ 647.36	\$ 626.48	\$ 591.67	\$ 556.87
From 01/04/2007	\$ 709.80	\$ 695.46	\$ 681.12	\$ 666.78	\$ 645.27	\$ 609.42	\$ 573.57
From 01/07/2008	\$ 731.09	\$ 716.32	\$ 701.55	\$ 686.78	\$ 664.63	\$ 627.71	\$ 590.78
Tomago							
3 Axle Truck & Dog Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 742.24	\$ 727.24	\$ 712.25	\$ 697.25	\$ 674.76	\$ 637.27	\$ 599.79
From 01/04/2006	\$ 755.23	\$ 739.97	\$ 724.71	\$ 709.45	\$ 686.57	\$ 648.43	\$ 610.28
From 01/04/2007	\$ 777.88	\$ 762.17	\$ 746.45	\$ 730.74	\$ 707.16	\$ 667.88	\$ 628.59
From 01/07/2008	\$ 801.22	\$ 785.03	\$ 768.84	\$ 752.66	\$ 728.38	\$ 687.91	\$ 647.45
4 Axle Truck & Dog Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 751.00	\$ 735.83	\$ 720.65	\$ 705.48	\$ 682.72	\$ 644.80	\$ 606.87
From 01/04/2006	\$ 764.14	\$ 748.70	\$ 733.26	\$ 717.83	\$ 694.67	\$ 656.08	\$ 617.48
From 01/04/2007	\$ 787.06	\$ 771.16	\$ 755.26	\$ 739.36	\$ 715.51	\$ 675.76	\$ 636.01
From 01/07/2008	\$ 810.68	\$ 794.30	\$ 777.92	\$ 761.55	\$ 736.98	\$ 696.04	\$ 655.09
Trailer Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 715.53	\$ 701.07	\$ 686.62	\$ 672.16	\$ 650.48	\$ 614.34	\$ 578.20
From 01/04/2006	\$ 728.05	\$ 713.34	\$ 698.63	\$ 683.92	\$ 661.86	\$ 625.09	\$ 588.32
From 01/04/2007	\$ 749.89	\$ 734.74	\$ 719.59	\$ 704.44	\$ 681.72	\$ 643.85	\$ 605.97
From 01/07/2008	\$ 772.39	\$ 756.78	\$ 741.18	\$ 725.58	\$ 702.17	\$ 663.16	\$ 624.15
19m B' Double Driver	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 755.55	\$ 740.29	\$ 725.03	\$ 709.76	\$ 686.87	\$ 648.71	\$ 610.55
From 01/04/2006	\$ 768.77	\$ 753.24	\$ 737.71	\$ 722.18	\$ 698.88	\$ 660.06	\$ 621.23
From 01/04/2007	\$ 791.84	\$ 775.84	\$ 759.84	\$ 743.85	\$ 719.85	\$ 679.86	\$ 639.87
From 01/07/2008	\$ 815.59	\$ 799.12	\$ 782.64	\$ 766.16	\$ 741.45	\$ 700.26	\$ 659.07
Mechanic	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 742.24	\$ 727.24	\$ 712.25	\$ 697.25	\$ 674.76	\$ 637.27	\$ 599.79
From 01/04/2006	\$ 755.23	\$ 739.97	\$ 724.71	\$ 709.45	\$ 686.57	\$ 648.43	\$ 610.28
From 01/04/2007	\$ 777.88	\$ 762.17	\$ 746.45	\$ 730.74	\$ 707.16	\$ 667.88	\$ 628.59
From 01/07/2008	\$ 801.22	\$ 785.03	\$ 768.84	\$ 752.66	\$ 728.38	\$ 687.91	\$ 647.45
Greaser	Election	Election	Election	Election	Election	Election	Election
From 01/07/2005	\$ 666.72	\$ 653.25	\$ 639.78	\$ 626.31	\$ 606.11	\$ 572.43	\$ 538.76
From 01/04/2006	\$ 678.38	\$ 664.68	\$ 650.97	\$ 637.27	\$ 616.71	\$ 582.45	\$ 548.19
From 01/04/2007	\$ 698.74	\$ 684.62	\$ 670.50	\$ 656.39	\$ 635.21	\$ 599.92	\$ 564.63
From 01/07/2008	\$ 719.70	\$ 705.16	\$ 690.62	\$ 676.08	\$ 654.27	\$ 617.92	\$ 581.57

Additional Employee Funded Superannuation per Week

Table 1C (With Wages Sacrifice) Sacrificed Amounts							
Mt Thorley & Ravensworth							
B' Double Driver	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.63	\$ 22.88	\$ 38.13	\$ 53.39	\$ 76.27	\$ 114.40	\$ 152.54
From 01/04/2006	\$ 7.86	\$ 23.57	\$ 39.28	\$ 54.99	\$ 78.56	\$ 117.83	\$ 157.11
From 01/04/2007	\$ 8.09	\$ 24.27	\$ 40.46	\$ 56.64	\$ 80.91	\$ 121.37	\$ 161.83
From 01/07/2008	\$ 8.33	\$ 25.00	\$ 41.67	\$ 58.34	\$ 83.34	\$ 125.01	\$ 166.68
Mechanic	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.63	\$ 22.88	\$ 38.13	\$ 53.39	\$ 76.27	\$ 114.40	\$ 152.54
From 01/04/2006	\$ 7.86	\$ 23.57	\$ 39.28	\$ 54.99	\$ 78.56	\$ 117.83	\$ 157.11
From 01/04/2007	\$ 8.09	\$ 24.27	\$ 40.46	\$ 56.64	\$ 80.91	\$ 121.37	\$ 161.83
From 01/07/2008	\$ 8.33	\$ 25.00	\$ 41.67	\$ 58.34	\$ 83.34	\$ 125.01	\$ 166.68
Greaser	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 6.76	\$ 20.27	\$ 33.79	\$ 47.31	\$ 67.58	\$ 101.37	\$ 135.16
From 01/04/2006	\$ 6.96	\$ 20.88	\$ 34.80	\$ 48.73	\$ 69.61	\$ 104.41	\$ 139.22
From 01/04/2007	\$ 7.17	\$ 21.51	\$ 35.85	\$ 50.19	\$ 71.70	\$ 107.54	\$ 143.39
From 01/07/2008	\$ 7.38	\$ 22.15	\$ 36.92	\$ 51.69	\$ 73.85	\$ 110.77	\$ 147.70
Tomago							
3 Axle Truck & Dog Driver	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.50	\$ 22.49	\$ 37.49	\$ 52.48	\$ 74.97	\$ 112.46	\$ 149.95
From 01/04/2006	\$ 7.63	\$ 22.89	\$ 38.14	\$ 53.40	\$ 76.29	\$ 114.43	\$ 152.57
From 01/04/2007	\$ 7.86	\$ 23.57	\$ 39.29	\$ 55.00	\$ 78.57	\$ 117.86	\$ 157.15
From 01/07/2008	\$ 8.09	\$ 24.28	\$ 40.47	\$ 56.65	\$ 80.93	\$ 121.40	\$ 161.86
4 Axle Truck & Dog Driver	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.59	\$ 22.76	\$ 37.93	\$ 53.10	\$ 75.86	\$ 113.79	\$ 151.72
From 01/04/2006	\$ 7.72	\$ 23.16	\$ 38.59	\$ 54.03	\$ 77.19	\$ 115.78	\$ 154.37
From 01/04/2007	\$ 7.95	\$ 23.85	\$ 39.75	\$ 55.65	\$ 79.50	\$ 119.25	\$ 159.00
From 01/07/2008	\$ 8.19	\$ 24.57	\$ 40.94	\$ 57.32	\$ 81.89	\$ 122.83	\$ 163.77
Trailer Driver	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.23	\$ 21.68	\$ 36.14	\$ 50.59	\$ 72.28	\$ 108.41	\$ 144.55
From 01/04/2006	\$ 7.35	\$ 22.06	\$ 36.77	\$ 51.48	\$ 73.54	\$ 110.31	\$ 147.08
From 01/04/2007	\$ 7.57	\$ 22.72	\$ 37.87	\$ 53.02	\$ 75.75	\$ 113.62	\$ 151.49
From 01/07/2008	\$ 7.80	\$ 23.41	\$ 39.01	\$ 54.61	\$ 78.02	\$ 117.03	\$ 156.04
19m B' Double Driver	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.63	\$ 22.90	\$ 38.16	\$ 53.42	\$ 76.32	\$ 114.48	\$ 152.64
From 01/04/2006	\$ 7.77	\$ 23.30	\$ 38.83	\$ 54.36	\$ 77.65	\$ 116.48	\$ 155.31
From 01/04/2007	\$ 8.00	\$ 24.00	\$ 39.99	\$ 55.99	\$ 79.98	\$ 119.98	\$ 159.97
From 01/07/2008	\$ 8.24	\$ 24.71	\$ 41.19	\$ 57.67	\$ 82.38	\$ 123.57	\$ 164.77
Mechanic	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 7.50	\$ 22.49	\$ 37.49	\$ 52.48	\$ 74.97	\$ 112.46	\$ 149.95
From 01/04/2006	\$ 7.63	\$ 22.89	\$ 38.14	\$ 53.40	\$ 76.29	\$ 114.43	\$ 152.57
From 01/04/2007	\$ 7.86	\$ 23.57	\$ 39.29	\$ 55.00	\$ 78.57	\$ 117.86	\$ 157.15
From 01/07/2008	\$ 8.09	\$ 24.28	\$ 40.47	\$ 56.65	\$ 80.93	\$ 121.40	\$ 161.86
Greaser	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
From 01/07/2005	\$ 6.73	\$ 20.20	\$ 33.67	\$ 47.14	\$ 67.35	\$ 101.02	\$ 134.69
From 01/04/2006	\$ 6.85	\$ 20.56	\$ 34.26	\$ 47.97	\$ 68.52	\$ 102.79	\$ 137.05
From 01/04/2007	\$ 7.06	\$ 21.17	\$ 35.29	\$ 49.41	\$ 70.58	\$ 105.87	\$ 141.16
From 01/07/2008	\$ 7.27	\$ 21.81	\$ 36.35	\$ 50.89	\$ 72.70	\$ 109.04	\$ 145.39

Election

Having taken my own independent financial and taxation advice on the matter, I [*insert employee name*] classified as [*insert classification*] elect in accordance with clause 12 of the Boral Transport Limited Hunter Region Agreement 2005 to forgo:

- 1%;
- 3%;
- 5%;
- 7%;
- 10%;
- 15%; or
- 20% [circle percentage elected],

of my weekly ordinary time rate of pay in return for increased employer funded superannuation contributions equal to the amount forgone.

Having made this election, I understand that my new ordinary time rate of pay until 1 April 2006 will be (circle correct amount):

2005 Wages Sacrifice Post Election Wage Rate Table								
	Location	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
B' Double Driver	Upper Hunter	\$ 755.06	\$ 739.81	\$ 724.55	\$ 709.30	\$ 686.42	\$ 648.28	\$ 610.15
Mechanic	Upper Hunter	\$ 755.06	\$ 739.81	\$ 724.55	\$ 709.30	\$ 686.42	\$ 648.28	\$ 610.15
Greaser	Upper Hunter	\$ 669.05	\$ 655.54	\$ 642.02	\$ 628.50	\$ 608.23	\$ 574.44	\$ 540.65
3 Axle T&D Driver	Tomago	\$ 742.24	\$ 727.24	\$ 712.25	\$ 697.25	\$ 674.76	\$ 637.27	\$ 599.79
4 Axle T&D	Tomago	\$ 751.00	\$ 735.83	\$ 720.65	\$ 705.48	\$ 682.72	\$ 644.80	\$ 606.87
Trailer Driver	Tomago	\$ 715.53	\$ 701.07	\$ 686.62	\$ 672.16	\$ 650.48	\$ 614.34	\$ 578.20
B' Double Driver	Tomago	\$ 755.55	\$ 740.29	\$ 725.03	\$ 709.76	\$ 686.87	\$ 648.71	\$ 610.55
Mechanic	Tomago	\$ 742.24	\$ 727.24	\$ 712.25	\$ 697.25	\$ 674.76	\$ 637.27	\$ 599.79
Greaser	Tomago	\$ 666.72	\$ 653.25	\$ 639.78	\$ 626.31	\$ 606.11	\$ 572.43	\$ 538.76

I further understand that should I continue with this election and thus continue to forgo the percentage of my weekly ordinary time rate of pay as indicated above that my weekly ordinary time rate of pay will be that rate as identified in Table 1B (attached) for my classification, for the percentage I have elected to forgo in the years nominated in Table 1B.

Sacrifice of Annual Cash Bonus Election

Having taken my own independent financial and taxation advice on the matter, I [*insert employee name*] classified as [*insert classification*] elect in accordance with clause 14 of the Boral Transport Limited Hunter Region Agreement 2005 to forgo any annual cash bonus that falls due to me after making this election in return for increased employer funded superannuation contributions equal to the bonus amount due to me:

[Cross out Sacrifice of Annual Cash Bonus Election if Bonus is not being sacrificed]

In making this election, the elected percentage and cash bonus amount (if applicable) when added to the minimum Superannuation Guarantee Contribution does not exceed the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1946 (Cth).

Signed by [*insert employee name*].....

Confirmed by employer [*insert name*].....

Date.....