

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/214

TITLE: Boral Concrete Sydney Metropolitan Development Agreement No.5

I.R.C. NO: IRC3/4376

DATE APPROVED/COMMENCEMENT: 11 September 2003

TERM: 21

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/258

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement shall apply to all employees employed as Drivers of Boral Resources (NSW) P/L trading as Boral Concrete - Sydney Metropolitan, who are engaged at concrete plants within the Sydney Metropolitan area, and who fall within the coverage of the Transport Industry Mixed Enterprise (State) Award.

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



**BORAL CONCRETE SYDNEY
METROPOLITAN**

**JOINT DEVELOPMENT
AGREEMENT NO. 5**

1.0 Title

- 1.1 Our Agreement shall be known as the Boral Concrete Metropolitan Joint Development Agreement No. 5.

2.0 Arrangement

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3.0 Purpose

- 3.0 The Purpose of this Agreement is to: -

Set key performance objectives that identify reasonably achievable improvements in the performance of the Boral Concrete Sydney Metropolitan fleet to provide a basis of business improvement and to sustain an increase in the drivers' remuneration.

4.0 Application and Parties

- 4.1 Our Agreement shall apply to the concrete plants within the Sydney Metropolitan area.

- 4.2 Our Agreement shall be binding upon: -

- (a) Boral Resources (NSW) Pty Limited trading as Boral Concrete – Sydney Metropolitan
- (b) each employee driver; and
- (c) the Transport Workers Union NSW Branch.

5.0 Start Date and Period of Operation

- 5.1 Our Agreement shall start to operate from the start date and shall remain in force for the term and thereafter in accordance with the Act.

6.0 Relationship to Parent Awards / Previous EBA's

- 6.1 Our Agreement shall be read and constructed with the parent award and our previous EBA's. The parent award is the Transport Industry Mixed Enterprises (State) Award.
- 6.2 Where there is any inconsistency between our Agreement and the parent award or our previous EBA's this Agreement shall prevail to the extent of the inconsistency.

7.0 Key Performance Objectives (KPO's)

- 7.1 The parties have agreed on the following KPO's as a means of measuring performance:-
- Traffic safety, focusing on accidents, including damage to property on job sites and public roads, where the driver is deemed to be responsible at law.
 - Productivity – Measured by the number of loads carried by the full time trucks over a period of time. This will be the average number of loads of the full time trucks as a percentage of the average number of loads carried by the full time LOD trucks in the fleet (currently 124).
 - Fuel usage in kilometres per litre and/or litres per hour.
 - Personal injury performance measured as a safety index of hours lost. This is calculated by taking the total hours lost due to compensable injury and dividing it by the total hours worked multiplied by 100.

The fleet's performance in the KPO's activities will be assessed in July every year, and following this assessment, the drivers' remuneration shall be backdated to be from the first pay period after 1st July of that year.

The parties have also agreed on the following: -

1. Drivers are to produce a doctors' certificate for each sick day after 3 single day absences in each period, July to June inclusive.
2. Drivers to be assessed by qualified person (D.A.T.) on a regular basis.

This assessment is used as a training tool, not as a disciplinary measure.

3. Assist in customer service surveys, ie. Drivers to distribute and collect customer service surveys at job sites, where the drivers are delivering concrete.
4. Rostered days off are taken by drivers on a mutually agreed date. We would expect at least one weeks notice.
5. Normal hours of work are currently 7.00am to 3.30pm. By agreement between the company and individual driver, the start time may be altered to begin between 6.00am and 7.00am.
6. Part Time Employees
 - A part-time employee is an employee who is engaged to work a regular number of hours in each week. This would normally entail a maximum of 32 ordinary hours.
 - The spread of ordinary hours shall be the same as those prescribed for weekly employees.
 - The hourly rate of pay would be the same as for other regular full time employee drivers.
 - An employee engaged on a part time basis shall be entitled to payment in respect of annual leave, long service leave, public holidays, sick leave, and compassionate leave as provided within the award on a pre-rata basis.

- 7.2 The KPO's for the periods 1/7/03 to 30/6/04 and 1/7/04 to 30/6/05 are detailed on the attached Schedule B. Scores in each category are weighted, the final score will then result in a wage increase as per the table schedule A.

7.3 There is considerable opportunity for an interchange of skills between drivers and plant staff, which would result in better utilisation of plant and vehicles. The parties may wish to develop this initiative through further discussion.

8.0 Annual Review

8.1 The parties to this Agreement will conduct a review in July each year, to determine: -

- The level of performance achieved with the Key Performance Objectives in the previous period, and what payments will be made in accordance with the performance.
- Review the KPO's for the following period.
- If there is a need to introduce new KPO's to reflect changed circumstances and/or new targets for the KPO's for the following twelve months.

8.2 Representatives of management and the EBA Committee will conduct the Annual Review.

- 8.3
- (a) If the parties fail to reach agreement on new KPO's and targets, in accordance with the provisions of this Clause, this Agreement shall be terminated.
 - (b) The parties shall be taken to have failed to reach agreement on new KPO's and targets when they mutually agree that they have so failed or 30 days after either party communicated, in writing, to the other party their proposed new KPO's and targets, whichever happens first.
 - (c) To avoid any doubt should the parties fail to reach agreement, as ascertained by Clause 8.3 (b), such failure shall for the purposes of Section 44 (2) of the Industrial Relations Act 1996 as amended, be deemed to constitute the approval of all parties to this Agreement for this Agreement to be terminated.

9.0 No Duress

9.1 This Agreement is made between the parties without duress.

10.0 EBA Committee

10.1 The EBA Committee will: -

- Consist of a minimum three driver representatives and two representatives from management, one of which will be the Transport Manager.
- Meet at least quarterly to consider progress with the KPO's and any other matter that relates to the operation of this EBA; and
- Be involved in the Annual Review.
- Productivity figures to be provided at least monthly to Driver Representatives.

11.0 No Extra Claims

11.1 There shall be no further wage increases before 31st December 2005.

12.0 Wage Increases

- 12.1 In recognition for the commitments made by the employees in entering into a further EBA and agreeing to immediately implement specific productivity improvements outlined in Clause 7, from the date of registration of this Agreement, all employees will receive a wage increase of 2%, from the first pay period commencing on or after 1st July 2003.

13.0 Conflict Resolution Procedure

- 13.1 We are jointly committed to this procedure and shall promote the resolution of disputes/grievances by measures based on consultation, cooperation and discussion and avoid interruption to the performance of work and the consequential loss of production and earnings.
- 13.2 Procedures relating to grievances of individual employees and disputes between the Company and its employees.
- (a) The employee is required to notify the local Manager as to the substance of the grievance, request a meeting with the manager for discussions and state the remedy sought.
 - (b) A grievance or a question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority. Those steps are: -
 - i) Employee to Local Manager / Area Manager
 - ii) Employee / employees representative to Transport Manager
 - iii) Consultative Committee
 - iv) If not resolved the appropriate Industrial Organisation of Employees and Concrete Manager will be involved.
 - (c) Reasonable time limits must be allowed for discussion at each step.
 - (d) At the conclusion of the discussion, the Company must provide a response to the employee grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 13.3 There shall be a commitment by the parties to adhere to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute.
- 13.4 Sensible time limited shall be allowed for the completion of the various stages of the discussions.
- 13.5 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- 13.6 In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lockouts or any other bans or limitations on the performance of work while the above procedure is being followed.
- 13.7 The Company shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety Act 2001. (NSW) and consistent with the established custom and practice at the workplace.

14.0 Leave Reserve

The parties to this Agreement have, in spite of extensive negotiations, been unable to resolve the matters of:

(i) bargaining agent's fees; and

(ii) redundancy pay

Notwithstanding any other provision of this Agreement it is agreed by the parties that Leave Reserve will apply in relation to these matters.

To avoid any doubt this means that the parties may exercise their rights pursuant to the *Industrial Relations Act 1996* in regard to *Industrial Relations Act 1996* in regard to these matters during the term of this Agreement.

15.0 Dictionary

15.1 In our Agreement the following words in the left hand column of the dictionary shall have the meaning given to them by the right hand column of the dictionary: -

Agreement	Boral Concrete – Sydney Metropolitan Joint Development Agreement
Boral	Boral Concrete Metropolitan
Each Driver	An employee of Boral employed at one of the Metropolitan Concrete Plants.
Us	see “we”
The Drivers	All of the drivers defined as “each driver”
We	Also “us” and “our” refers to the drivers and to Boral.
Start Date	The date upon which our Agreement is ratified by the Industrial Relations Commission of NSW in accordance with the Act.
Term	Until 30/6/2005
Union	The Transport Workers’ Union of Australia NSW Branch.
Parent Awards	Transport Industry Mixed Enterprises (State) Award.
Previous EBA’s	Boral Concrete Metropolitan Joint Development Agreement July 1995. Boral Concrete Metropolitan Joint Development Agreement April 1996. Boral Concrete Metropolitan Joint Development Agreement Number 3. Boral Concrete Metropolitan Joint Development Agreement Number 4.
KPO Activity	Those objectives set out in Schedule B of this Agreement.
Act	The Industrial Relations Act 1996
EBA Committee	Three Driver Representatives and two Management Representatives, one of which will be the Transport Manager.

Schedule A

BORAL CONCRETE METRO AGREEMENT NO. 5

*new
EBA*

	1/7/03	1/7/04	1/7/05	3/05	30/06/05
	↓ 2.0%	FIXED 2.0% + KPO's 2.0%	FIXED 2% + KPO's 2.0%		
1.	Drivers to produce doctors certificate for each sick day after 3 single day absences.	Productivity Fuel Usage Truck Accidents	Productivity Fuel Usage Truck Accidents	Start Negotiations for next EBA	End of EBA
2.	Drivers to be assessed by qualified person (D.A.T.), on a regular basis.	Safety Index	Safety Index		
3.	Assist in Customer Service Surveys.				

Note:

Calculation of final results from KPO's for the period 1st July 2004 to 30th June 2005 will be calculated in July 2005 once figures are available. Increase will be back paid to 1st July 2005.

Schedule B

KPO'S	PERIOD	1/7/03 TO 30/6/04		
FUEL	TRUCK	SAFETY	PRODUCTIVITY	SCORE
<u>Km per litre</u>	<u>Accidents</u>	<u>Index %</u>	<u>Loads</u>	
1.66	4 or less	Less than 0.02%	82.0%	3
1.65	5	Less than 0.04%	81.0%	2
1.64	6	Less than 0.06%	80.0%	1
Less than 1.64	7+	0.06+	Less than 80.0%	0
30%	30%	10%	30%	100%
0.9	0.9	0.3	0.9	3

KPO Conversion table		
Weighted Score	Wage Rise 1/7/2004	Wage Rise 1/7/2005
3	2.0%	2.0%
2	1.3%	1.3%
1	0.7%	0.7%
0	0.0%	0.0%

Note:

The number of truck accidents is based on the current number of 42 full time drivers and increases up to 49 drivers. Should the number of drivers reach 50 then the numbers allowed will be increased by 1. A further increase to 60 would again increase the allowed number by 1.

KPO's for the period 1st July 2003 to 30th July 2004 to be determined by the EBA Committee in June 2003 in accordance with Clause 8.0 of the Agreement.

**SIGNED ON BEHALF OF THE TRANSPORT WORKERS UNION AUSTRALIA,
(NSW BRANCH)**

.....

Tony Sheldon
(Secretary)

.....

Date

SIGNED ON BEHALF OF BORAL CONCRETE

.....

L De Carvalho
(Operations Manager)

.....

Date

Schedule C

COMPANY DRIVER DELEGATES ATTENDANCE AT MEETINGS

We wish to clarify the process under which driver delegates may be authorised to attend various meetings without loss of pay.

The process requires that:

- (a) reasonable advanced warning be given of any request to release delegates (whether on pay or not);
- (b) reasonable details be provided about which delegates will be involved, the time they may be required, the location of any meeting, the issue to be considered and the names of any other persons in attendance; and
- (c) any meetings arising are held to least inconvenience the business.

Upon receipt of this information if the request relates to an orderly consensual process concerning Boral Concrete and its employees, then delegates will usually be granted reasonable time off without loss of pay.

An example of an orderly consensual process is where (without any industrial action) we have agreed to discuss an industrial issue relating to Boral Concrete and its employees, and try and resolve our differences associated with it. In such a situation delegates will be given reasonable time to meet with their organiser to prepare for meetings with management on the issue as well as attending those meetings without loss of pay.

Another example would be in the ordinary course of re-negotiating our enterprise agreements and/or reviewing progress with KPO's. It is usual for the company to release delegates without loss of pay to meet with their organiser and prepare for formal meetings with management. Assuming that this is being conducted in an orderly manner delegates will usually be released without loss of pay for such meetings.

This may extend to situations where issues are unable to be resolved and in such circumstances such matters are referred to the Industrial Commission. In such circumstances delegates (assuming they were otherwise working) attend the Commission without loss of pay.

Where the request does not involve a consensual process relevant to Boral Concrete and its employees it will be necessary to satisfy the Company that it will derive some clear benefit from releasing delegates without loss of pay. If this cannot be done then no payment will be made and in some circumstances the Company's consent to release the delegate may not be given. Should a disagreement arise over this then the matter shall be processed through the Conflict Resolution Procedure contained in the EBA.

