

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/281

**TITLE: Boral Country Concrete and Quarries Quarry Operators Agreement 2003**

**LR.C. NO:** IRC4/3987

**DATE APPROVED/COMMENCEMENT:** 27 July 2004/10 October 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/297

**GAZETTAL REFERENCE:** 22 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Boral Construction Materials Group Limited, at sites operated by Boral Resources (Country) Pty Limited (trading as Boral Country Concrete and Quarries in New South Wales, who fall within the coverage of the Boral Resources (Country) Pty Limited Quarrying Industry (State) Award

**PARTIES:** Boral Construction Matyerials Group Limited -&- The Australian Workers' Union, New South  
Wales

# **BORAL COUNTRY CONCRETE & QUARRIES QUARRY OPERATORS AGREEMENT 2003**

## **1. Title**

This Agreement shall be known as the Boral Country Concrete & Quarries Quarry Operators Agreement 2003.

## **2. Contents**

This Agreement is arranged as follows:

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## **3. Application**

This Agreement shall apply to persons employed by Boral Construction Materials Group Limited (the "Company"), who are engaged under the terms of who fall within the classifications of the Boral Resources (Country) Pty Limited Quarrying Industry (State) Consolidated Award (the "Employees"), at sites operated by Boral Resources (Country) Pty Limited (trading as Boral Country Concrete & Quarries) in New South Wales

## **4. Parties to the Agreement**

The parties to this Agreement are:

- (a) the Company; and
- (b) the Australian Workers' Union, New South Wales (the 'AWU').

## **5. Relationship to Awards**

- 5.1 This Agreement shall be read and interpreted in conjunction with the Boral Resources (Country) Pty Limited Quarrying Industry (State) Consolidated Award and the Boral Resources (Country) Pty Ltd Quarry Industry - Northern Region (State) Award (collectively the "Awards").
- 5.2 This Agreement shall prevail over the Awards to the extent that this Agreement is inconsistent with the Awards or covers the same subject matter.

## **6. Term of Agreement**

- 6.1 This Agreement shall come into operation on the 10th October 2003 and shall have a nominal term of 2 years.
- 6.2 There shall be no further claims by either party during the term of this Agreement.
- 6.3 The Company is an equal opportunity employer and the mention of "his" will also refer to her gender where applicable in 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 Employees 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;
  - (e) commitment to a safe workplace;
  - (f) maintenance of a continuous improvement culture; and
  - (g) teamwork with driver and concrete plant personnel.
- 7.3 This Agreement supports these objectives by outlining the key elements whereby Employees may by agreement contribute to this process, namely:
  - (a) operating a wider variety of plant and vehicles in a broader range of applications;
  - (b) batching concrete;
  - (c) driving trucks;
  - (d) taking concrete samples on site;
  - (e) testing of aggregates;
  - (f) individual commitment and responsibility for work performed;

(g) on-going development of their skills;

(h) maintaining their plants (fixed and mobile).

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 6.30am - 6.00pm on any one day Monday to Friday by mutual agreement between the Company and majority of site employees with individual employees having staggered start times as required.

8.3 Starting times will be notified by the end of the previous day's plant closure and will range between 6.30am to 8.30am. In some instances later starting Employees (after 7.00am) may finish earlier without having completed 8 hours work (e.g. wet weather) with consent of relevant manager and without loss of remuneration.

## **9. Leave**

9.1 Leave Generally

Except as varied by this clause, annual leave shall be determined in accordance with the *Annual Holidays Act 1944* and long service leave shall be determined in accordance with the *Long Service Leave Act 1955*.

9.2 Annual Leave

The Christmas period through to February often involves lower customer demand, and if as a result less plants are required to be open and if insufficient volunteers are available, the Company may 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.

9.3 The Company shall advise each Employee of their excess leave entitlements (see 9.4). If no action is taken to reduce leave bank within 2 months, then Clause 9.4 shall apply.

9.4 Leave Reductions

The Company reserves the right to advise 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.

## **10. Casual Employment**

10.1 Casual Employees may be engaged on a day-by-day basis.

10.2 Casual Employees will generally be engaged only when required as a result of injury, sickness, annual leave or absentee replacement, or business overflow.

10.3 The minimum engagement shall be four (4) hours.

## **11. Intersite Flexibility**

An Employee, 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 & quarry plants operated by Boral Country Concrete & Quarries (hereinafter referred to as “the designated area”). This designated area will be agreed to with each individual Employee in his or her letter of offer and will be placed on his or her personnel file.
- 11.2 Employees may be directed by the Company to transfer to any plants operated by Boral Country Concrete & Quarries 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 plants, a km rate will be paid @ \$0.60/km for the excess.

## **12. Quarry Operators Duties**

- 12.1 An Employee may be required to operate and perform service work (see attachment) on all plants operating in Boral Country Concrete & Quarries’ concrete plants and quarries on a site specific basis. Where an Employee is not competent to operate or service a particular plant the Company will provide training as necessary to ensure that the Employee becomes competent to safely perform such tasks on the plant. In addition Employees will be trained to competently operate other plants.
- 12.2 It is the intention of this Agreement that ultimately all Employees will, where necessary, on a site specific basis be able to assist and relieve within Boral Country Concrete & Quarries' quarrying operations and batching plants.
- 12.3 The primary task is operating:
  - (a) Fixed Plant - including, but not limited to:
    - (i) Crushing & Screening Plants
    - (ii) Pug Mills
    - (iii) Blending Plants
    - (iv) Washing Plants
    - (v) Powerscreens
  - (b) Mobile Plant - including, but not limited to:
    - (i) Front End Loaders
    - (ii) Dump Trucks
    - (iii) Water Carts
    - (iv) Drills
    - (v) Excavators
    - (vi) Face Shovels
    - (vii) Drag Lines
    - (viii) Dredges
    - (ix) Tug boats

(x) Bulldozers

(xi) Graders

And may include:

- (c) Despatching
- (d) Generating dockets
- (e) Ordering of raw materials
- (f) Determination of charges to customers
- (g) Determination of payments to carters
- (h) Plant Security
- (i) First Aid
- (j) Plant Maintenance (fixed and mobile)
- (k) Housekeeping
- (l) Stocktaking
- (m) Collecting Cash
- (n) Banking
- (o) Use of Equifax system
- (p) Operation of National Docketing System
- (q) Daily allocation of trucks available at your plant

Other Country Quarry Operator Duties include:

- (a) Checking pre start up Check List.
- (b) Time sheets filled in correctly.
- (c) Daily Fuel Reports filled in correctly.
- (d) Compliance with company Quality Assurance Procedure in stockpiling and loading and delivery of raw materials.
- (e) Compliance with all Statutory and company requirements in regards to mass weight limits.
- (f) Plant appearance to be maintained to company standards.
- (g) Correct operation of two-way radios, CB units and mobile telephones.
- (h) Spreading and stockpiling where required.
- (i) Cleaning of yards and site amenities.
- (j) Abide by all Company policies, which may be updated from time to time.

12.4 On an as required basis Employees may assist by:

- (a) Driving all classes of vehicles.
- (b) Working in Concrete and Transport operations.
- (c) Driving trucks.
- (d) Assisting in maintenance.
- (e) Servicing of plant and equipment.
- (f) Testing of concrete.

12.5 It is expected that when an Employee is making contact with a customer, in Company uniform, a civil, professional and courteous approach will apply in all aspects of customer relations.

12.6 Concrete and Quarry Operations Duties List

Concrete	Quarries
Concrete batching	Weighbridge/dispatch
Concrete testing	Haul truck driving
Dispatch duties	Sales loader
Front-end loader driving	Face loader
Servicing of plant & equipment	Plant operator – fixed/mobile
General maintenance	Laboratory duties
Driving trucks	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 4%. 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 4%.

### **14. Allowances**

14.1 If an Employee has not had a lunch break before 2.00pm, then the Employee will be entitled to claim a lunch allowance.

### **15. Rostered Days Off**

15.1 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.

15.2 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.

15.3 Drivers may participate in 15.1 and 15.2 as above and may carry a maximum of 3 RDO's beyond the Christmas period into the next calendar year.

### **16. 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.

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

### **17. Payment of Wages**

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

### **18. Length of Service Recognition**

The Company 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

### **19. Training**

All Employees, subject to this Agreement, shall undertake training and education as required by the Company. 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 Quarry Operators Responsibility
- Multi-skilling
- First Aid
- Fleet Maintenance



The Company will ensure that an equal opportunity to train is given to all Employees under this agreement. If an Employee declines the opportunity for specialist training, it will be without prejudice.

The cost of all training shall be paid for by the Company.

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

## **20. Safety**

All Employees 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 such reporting shall not be prejudicial to employment.

## **21. Environment**

All Employees will maintain and comply with license conditions of each individual site's Environmental and Protection Authority License and Local Government Environmental Guidelines.

## **22. Issue Resolution Procedure**

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

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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 Company.
- 22.5 If the matter cannot be resolved by the parties nominated the matter shall be referred to the Industrial Relations Commission.
- 22.6 Until the matter is determined in accordance with the above procedure no industrial action will be taken and work shall continue normally.
- 22.7 Neither party will be prejudiced in the final settlement of the matter by virtue of the continuation of work in accordance with this clause.

## **23. 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.

## **24. Code of Conduct**

### 24.1 Licences/Certificates

Employees will not operate any vehicle, plant or equipment for which they are not appropriately licensed/certified.

### 24.2 Alcohol & Drugs

No Employee shall drive or operate any company vehicle or item of plant whilst under the influence of non-prescribed drugs or alcohol. To do so will be considered grounds for instant dismissal.

### 24.3 Appearance and Conduct

Employees are to dress and present themselves neatly at all times when on company business. The company provided uniform will be worn at all times.

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

### 24.4 Safety Equipment

Employees are required to observe all safety precautions and procedures including the wearing of seat belts, protective clothing & equipment, and high-visibility clothing as issued.

### 24.5 Accidents

It is the responsibility of all Employees to advise the Employer of any accidents or damage to property.

### 24.6 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 proven guilty.

### 24.7 Company Property

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

### 24.8 Company Costs

It is expected that all Employees will endeavour to save the Company costs wherever possible, eg:

Check tyre pressures on dump trucks and loaders

Optimum raw feed selection for Primary Crushers (no oversize)

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

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

## **25. Union Access**

Refer *Industrial Relations Act 1996*.

## 26. Staff to Fill in on an as Required Basis

Salaried employees may perform award work where award Employees are unavailable 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 salaried employee.

## 27. Annualised Salaries

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

## 28. Redundancy

28.1 Where the business has identified a need to change employment terms, the Company 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

28.2 Subject to clause 28.1 above, the redundancy provisions of the Boral Resources (Country) Pty Limited Quarrying Industry (State) Consolidated Award, with the exception of any of any clause setting out severance payments, are incorporated into this Agreement and shall continue to apply.

## 29. Clothing Issue

The minimum clothing issue for all Employees under this Agreement 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.

SIGNED FOR AND ON BEHALF OF the Company  
in the presence of

Name:

(Signature of Witness)

(Name of Witness)

Signed For And On Behalf OF The AWU  
in the presence of

Name:

(Signature of Witness)

(Name of Witness)

