

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/20

TITLE: **Boral Concrete Sydney Joint Development Agreement 2004**

I.R.C. NO: IRC5/4030

DATE APPROVED/COMMENCEMENT: 25 August 2005 / 1 December 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Boral Construction Materials Group Limited, located at Clunies Ross Street, Prospect NSW 2145, who are engaged to work at or from the Sydney Metropolitan Plants, who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidate Award.

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

1. TITLE

Our agreement shall be known as the Boral Concrete Sydney Joint Development Agreement 2004.

2. ARRANGEMENT

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3. PARTIES

The parties to our agreement are:

3.1 Boral Construction Materials Group Limited (“Boral”); and

3.2 The Australian Workers Union, New South Wales (“Union”).

4. AREA, INCIDENCE AND DURATION

4.1 This Agreement applies to employees of Boral engaged to work at or from Sydney Metropolitan Plants and whose employment comes within the scope of the *Cement Mixers and Concrete Workers, Central Batch Plants (State) Award* (the “Employees”).

4.2 For the purposes of this Agreement, “Sydney Metropolitan Plants” means batch plants and laboratories operated by Boral Resources (NSW) Pty Limited trading as Boral Concrete – Sydney Metropolitan.

4.3 This Agreement shall take effect for a period of two (2) years from the beginning of the first pay period on or after 1 December 2004 and remains in force until rescinded or varied.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted in conjunction with the *Cement Mixers and Concrete Workers, Central Batch Plants (State) Award* (the “Award”), provided that the provisions of this Agreement prevail over the provisions of the Award, or any other award, to the extent that the Award or such other award deal with the same subject matters provided for in this Agreement or to the extent of any other inconsistency.

6. OBJECTIVES OF THIS AGREEMENT

Boral Concrete is investing in its business in order to more effectively compete. This includes centralisation of the sales and logistics functions allowing concrete plants to concentrate more effectively on production.

Employees want to be an involved part of this process and understand the future direction and opportunities, as it applies to them.

This Agreement is designed to:

- (a) attract, retain & skill people within our business by offering formal qualifications and career paths;

- (b) change plant level responsibilities and accountabilities including those required for the new plant supervisor roles;
- (c) establish the basis upon which employees will be rewarded;
- (d) provide certain increased operational flexibilities for Boral Concrete; and
- (e) clarify the transitional framework through which these changes will occur.

7.0 FORMAL QUALIFICATIONS & CAREER OPPORTUNITIES

Subject to this clause, career opportunities will align with formal qualifications, recognition for current competency and equal opportunity within that process.

7.1 NEW EMPLOYEE TRAINEESHIPS

Our internal skill, competence and training initiatives support current employees to fully carry out their roles and are aligned with the National Training Qualifications Framework where appropriate.

This successful, established framework now gives us the ability to attract new people to our Industry; to provide traineeships aligned to the State Government's structured traineeship/new apprenticeship system and to achieve nationally recognised qualifications for the trainee.

Boral will pilot two (2) new employee traineeships commencing January 2005, with the traineeships being structured consistent with the State Government's requirements and framework. These traineeships will be in addition to existing manning levels.

7.2 EXISTING EMPLOYEE TRAINEESHIPS

Where existing employees' skills and competencies are being upgraded and they choose to achieve an appropriate formal qualification as part of that process, this will occur through an existing employee traineeship structure. Recognition of current competency will be part of this process.

7.3 DEVELOPMENT MODULES

Where required by Boral, employees shall undertake competency based training and assessment related to their current and any future roles, new systems and equipment etc.

Where development modules are successfully completed and they align with elements of National qualifications not already achieved, formal certification for those outcomes will occur.

Existing employees will not be required to complete full certificates unless they choose to do so.

Employees assuming the new role of Plant Supervisor will be supported to develop their required competencies through this process. Priority modules will be:

- (a) safe place of work;
- (b) environmental compliance; and
- (c) effective utilization of the Customer Service Centre.

8.0 PLANT LEVEL RESPONSIBILITIES AND ACCOUNTABILITIES

8.1 JOB DESCRIPTIONS

Employees will perform their work consistent with the relevant job description set out below

A - Plant Assistant

B – Plant Supervisors

C – Relief Plant Staff

D – Field Testers

E – Laboratory Assistants

It is acknowledged and accepted by the parties that these job descriptions are not static and that from time to time they maybe amended to meet the then operational requirements of the business. Prior to making any changes to any of the job descriptions Boral will consult with the relevant employees about such proposed changes.

Should a job description be amended, the relevant employees will perform their work consistent with the amended job description.

8.2 MULTI-SKILLED PEOPLE

Employees will carry out any duties relating to the overall supply of pre-mixed concrete, including but not limited to, preventative maintenance, plant inspections and administration paperwork, provided that those are within their skill, competence and training and do not promote de-skilling.

In addition relief employees will from time to time deliver concrete and undertake concrete testing as required.

The rates of pay in this agreement cover all these activities.

8.3 OPERATIONAL OR TECHNOLOGICAL CHANGES

In meeting customers' needs or due to technological changes, Boral Concrete may change its method of operation in the manufacture and distribution of pre-mixed concrete. Should such changes occur, employees shall carry out any duties relating to the overall supply of the pre-mixed concrete as outlined in Clause 8.2 Multi-Skilled People, as well as assist in the development and implementation of the changes, provided that those duties are within their skill, competence and training and do not promote de-skilling.

9.0 REWARDS

9.1 KEYSTONE WORK VALUE CHANGES

The implementation of the Keystone Project has had an impact upon employees' roles and work processes. In recognition of the changes in work process and the roles of employees there will be a work value increase of one percent (1.5%) for all employees which is included in the rates set out in clause 9.2 effective from the commencement of this Agreement.

9.2 CLASSIFICATION STRUCTURE & RATES OF PAY

Classification	1 July 2004 to 30 June 2005		1 July 2005 to 30 June 2006	
	Hourly Rate	Weekly Payment (38 hour base)	Hourly Rate	Weekly Payment (38 hour base)
Plant Assistant – Grade 1	\$15.950	\$ 606.10	\$16.588	\$ 630.34
Plant Assistant – Grade 2	\$17.026	\$ 646.99	\$17.707	\$ 672.87
Plant Assistant – Grade 3	\$18.033	\$ 685.25	\$18.754	\$712.65
Plant Supervisor	\$18.592	\$ 706.50	\$19.336	\$ 734.77
Relief Staff	\$18.825	\$ 715.35	\$19.578	\$ 743.96
Staff Allocations Supervisor	\$19.580	\$ 744.04	\$20.452	\$ 777.18
Tester	\$18.033	\$ 685.25	\$18.754	\$ 712.65
Tester Laboratory Leading Hand	\$18.716	\$ 711.21	\$19.465	\$ 739.67

Non Standard Allowances		
Tea Money	\$9.90	\$9.90
Subsequent Meal	\$7.70	\$7.70
First Aid	\$1.95 per day	\$1.95 per day
Mileage	\$0.72 per km	\$0.72 per km
Standard Allowance		
Laundry	\$8.65 per week	\$8.65 per week

These rates of pay fully compensate the employees for any rates and/or allowances that might otherwise be claimed or apply in law from time to time, associated with the employees going to or working on a building and / or a construction site. Accordingly, it is agreed by the parties that no such rates and/or allowances will be paid to the employees.

9.3 INDIVIDUAL INCENTIVES

9.3.1. ATTENDANCE INCENTIVE.

An individual incentive system to reduce absenteeism will continue under this Agreement, providing the potential for an additional \$350 bonus per year (i.e. with zero absenteeism). The scale is as follows:

Zero absence	\$700
1 day absenteeism	\$600
2 days absenteeism	\$500
3 days absenteeism	\$200
4 days or more absenteeism	\$nil bonus.

Two hundred dollars (\$200) of the Attendance Incentive will be paid in gift vouchers. Amounts greater than \$200 will be paid through the normal payroll process and be subject to PAYE tax. This Attendance Incentive will be paid in December each year in the duration of the EBA.

9.3.2. ASSESSORS INCENTIVE

Employees who are qualified as Boral assessors will be entitled to an allowance of \$20.00 per day whilst assessing new employees under traineeships aligned to the State Government's structured training framework.

All employees are expected to assist in training existing and new employees as part of their normal job roles.

10.0 FLEXIBILITIES

10.1. PART TIME EMPLOYEES

- (a) Part-time employees must not exceed 32 hours a week except when the part-time employee is relieving a weekly employee.
- (b) Ordinary hours for part-time employees shall be within the same ordinary hours prescribed for full-time employees.
- (c) Part-time employees shall be paid an hourly rate of one thirty-eighth of the weekly rate and on a pro rata basis shall be entitled to other allowances where applicable.

10.2 HOURS OF WORK

- 10.2.1 The ordinary hours of work shall be 38 per week, worked Monday to Friday.
- 10.2.2 Ordinary hours of work shall be between the hours of 6:00am and 5:00pm on any one day Monday to Friday, with the flexibility of staggered starting times as required, between 6:00am and 8:00am.
- 10.2.3 Unless otherwise directed by Boral, the starting time for employees will be 6:30am Monday to Friday. Ordinary hours of work will be 8 hours from an employee's start time.

10.3 OVERTIME

- 10.3.1 Overtime payments will commence after the 8 hours elapsed ordinary hours Monday to Friday. Overtime payments will also be applied to Saturdays, Sundays and Public Holidays as required.
- 10.3.2 Overtime payments will be paid at a rate of 1 ½ times ordinary hours for the first two hours worked in addition to the ordinary 8 hours worked Monday to Friday and the first two hours worked on a Saturday. Any hours worked after the first 2 hours of overtime will be paid at a rate of 2 times the ordinary hours.
- 10.3.3 Overtime payments on Sundays will be paid at a rate of 2 times ordinary hours for the total hours worked and on Public Holidays the rate will be 2.5 times ordinary hours for the total hours worked.
- 10.3.4 Where an employee cannot have at least ten (10) hours off duty between the work of successive days, award rules regarding double rates and release from work shall apply. If this situation may occur the employee

must inform management prior to leaving work, and seek instruction regarding the starting time for the next day. All endeavours will be made to release the employee from work once the plant is operational. Whenever possible the employee will be started so that a ten (10) hour break is provided.

10.4. MEAL BREAKS AND MEAL ALLOWANCE

Employee meals shall be taken in such a way as to allow for the continuity of operations of concrete production and distribution.

Because this arrangement will require employees to work during meal breaks, on each weekday that a plant operator works, the meal break of 0.5 hour shall be paid at time and a half. It is the intent of this clause that each employee will work for eight (8) hours of normal time each day in addition to the meal break of 0.5 hour paid at time and a half. If by mutual agreement the employee finishes work after only eight (8) hours, then only eight (8) hours will be paid.

A meal allowance will only be paid if an employee works 1.5 hours passed the normal 8hours.

10.5 RECALLS/CANCELLATIONS

Where an employee is recalled to work, after finishing their ordinary hours and having left the plant, they will be entitled to to (4) hours minimum payment at the appropriate rate.

If an employee returns to work for an organised out of hours pour they will be entitled to four (4) hours minimum payment at the appropriate rate.

- a) Monday to Saturday - If the pour is cancelled and the employee is notified 4 hours prior to arriving, no minimum payment shall be made.
- b) Sundays and Public Holidays - If the pour is cancelled and the employee is notified 12 hours prior to arriving, no minimum payment shall be made.

10.6 EXCESS TRAVEL DISTANCE

Where any employee is required to travel to a place other than their designated starting plant, then they shall be paid for the additional distance travelled to reach the alternate destination. No time payments are applicable.

If a vehicle is provided to an employee no travel distance will apply. Time payments will apply only after the first ½ hour of travel from the employee's residence to the starting plant. The extra time payment will only apply if the employee works past the normal 8 hours. The extra time is not to be included in the total elapsed hours when considering a "10 hour break".

11.0 MUTUAL RESPONSIBILITY

A small working party of employees and management will develop more detailed plans that achieve the objectives set out in clause 7 above, and will assist and monitor implementation and outcomes on a regular basis. Results will be communicated to all employees as part of team brief.

Specific areas of mutual responsibility that impact upon customer service, production and employee work loads are planned and unplanned absenteeism. Better awareness of unplanned absenteeism, flexibility in taking accrued days off and the ability to offer permanent part time employment have been agreed as part of our framework as follows:

11.1 SICK LEAVE

If illness prevents an employee from attending work, they shall inform Plant Management or the Relief Staff Supervisor, prior to their nominated starting time of their inability to attend work to enable alternate arrangements to be made to avoid interruptions to production.

A Medical Certificate must be presented to Boral for sick leave in excess of the first day of any period of absence. The Medical Certificate must nominate the entire period of absence.

11.2 ROSTERED DAYS OFF

RDO's may be accrued. If more than (5) days are accrued, Boral may:

- (a) in December, pay out any RDO's in excess of (5) days, at normal rates of pay so that no more than (5) RDO's would be carried over to the new calendar year; or
- (b) request employees to take a block of (5) RDO's. Timing will be by mutual agreement.

11.3 OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT

All employees shall be committed to working safely and protecting the environment and shall be pro-active in identifying and reducing potential hazards and environmental dangers in the workplace.

