

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/264

**TITLE:** **Boral Batch Plant Operators Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/1795

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 24 March 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/282.

**GAZETTAL REFERENCE:** 28 July 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Boral Resources Country Pty Ltd trading as Boral Country Concrete and Quarries, who are engaged as batch plant operators at its Northern, Western, Hunter and Southern Concrete Plants & Quarries, who fall within the coverage of the Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Award.

**PARTIES:** Boral Resources (Country) Pty Ltd -&- The Australian Workers' Union, New South Wales



## BORAL COUNTRY – CONCRETE & QUARRIES

### ENTERPRISE AGREEMENT

# BORAL (COUNTRY) BATCH PLANT OPERATORS October 2005

## 1. TITLE

- 1.1 This Agreement shall be known as the Boral Country Batch Plant Operators Enterprise Agreement 2005.

## 2. CONTENTS

- 2.1 This Agreement is arranged as follows:

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### **3. APPLICATION AND PARTIES**

3.1 This Agreement (and subject to clause 5, Relationship to Parent Award) operates to the exclusion of any other award or enterprise agreement whether made before or after the operation of this Agreement and shall apply to the batchers.

3.2 This Agreement shall be binding upon:

- (a) Boral; and
- (b) the batchers; and
- (c) the Union.

### **4. START DATE AND PERIOD OF OPERATION**

4.1 This Agreement shall commence from the start date and shall remain in force for the nominal term and thereafter in accordance with the Act.

### **5. RELATIONSHIP TO PARENT AWARD**

5.1 This Agreement shall be read in conjunction with the Parent Award. If this Agreement is inconsistent with or deals with a matter dealt with in the Parent Award, this Agreement shall prevail to the extent of the inconsistency or matter dealt with.

### **6. OBJECTIVES OF AGREEMENT**

6.1 The aim of this Agreement is to improve productivity and flexibility and to achieve total customer satisfaction through world best practice.

6.2 To ensure that this is achieved Boral and the batchers will:

- (a) improve customer focus; and
- (b) emphasise support for all people who work for Boral; and
- (c) encourage continuous improvement in all facets of the business; and
- (d) maintain continuous improvement culture; and
- (e) develop flexibility and teamwork.

6.3 This Agreement supports these objectives by outlining the key elements whereby batchers can contribute to this process, namely:

- (a) commitment to a safe workplace; and
- (b) operating a wider variety of plant and vehicles in a broader range of applications; and
- (c) batching concrete; and
- (d) driving trucks;
- (e) taking concrete samples on site; and

- (f) individual commitment and responsibility for work performed; and
- (g) on-going development of batchers' skills; and
- (h) maintaining their plants (fixed and mobile).

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

6.5 These outcomes will be attained by training and work experience to enable all batchers to achieve, contribute to and gain greater reward from their employment with Boral.

## **7. WORKING HOURS**

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

7.2 Ordinary hours under this Agreement may be worked between the hours of 6.00am to 5.00pm Monday to Friday. Individual employees may have staggered start times, by agreement.

7.3 Batchers will be notified of their start times by the end of the previous day's plant closure.

7.4 Batchers will commence their working day between the hours of 6am and 8am.

7.5 In certain circumstances (for example, due to inclement weather), some batchers who commence work after 7am may finish work without having completed eight (8) hours work, provided the batcher has obtained his/her manager's consent.

## **8. CASUAL EMPLOYMENT**

8.1 Batchers may be engaged as casuals on a day to day basis.

8.2 Batchers engaged on a casual basis will generally be engaged only when required to cover injury, sickness, annual leave, absentee replacement, or business overflow.

8.3 The minimum engagement for a casual batcher shall be four (4) hours.

8.4 Boral will endeavour to employ sufficient casual batchers to cover annual leave and RDO's.

## **9. LEAVE**

9.1 Annual Leave

- (a) Boral may direct a batcher to take annual leave in accordance with the *Annual Holidays Act 1944* (NSW).

9.2 Long Service Leave

- (a) Boral may direct a batcher to take long service leave in accordance with the *Long Service Leave Act 1955* (NSW).

## **10. INTERSITE FLEXIBILITY**

10.1 Batchers may be required to work out of any plant at short notice, to meet the needs of Boral's customers.

- 10.2 At the commencement of employment each batcher will be directed to work in a designated zone of concrete plants operated by Boral (hereinafter referred to as “**the designated area**”). This designated area will be agreed to with each batcher in their letter of offer and will be placed on their personnel file.
- 10.3 Batchers may be directed by Boral to transfer to any plant operated by Boral 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 batcher travels to his/her designated plant, a kilometre rate will be paid @ \$0.76/km for the excess distance the operator is required to travel.
- 10.4 The designated area is determined by the relevant/local area manager’s area of responsibility.
- 10.5 If the batcher is directed to another site after arriving at the designated plant, then the rate referred to in 10.3 above will be paid on the distance to the other site.

## **11. BATCHERS’ DUTIES**

- 11.1 All batchers may be required to operate and perform service work on all plants operating in Boral Country Concrete & Quarries’ concrete plants and quarries. Where a batcher is not competent to operate or service a particular plant, Boral will provide training as necessary to ensure that batchers becomes competent to safely perform such tasks on the plant. In addition, batchers will be trained to competently operate other plants.
- 11.2 It is the intention of this Agreement that ultimately all batchers will, where necessary, be able to assist and relieve within Boral’s batching plants and quarry operations.
- 11.3 The primary task for batchers is operating and batching from:
- (a) Front End Loader Plants;
  - (b) Overhead Bin Plants;
  - (c) A computerised batch plant requiring the use of a keyboard.

And may include:

- (d) Manufacturing of concrete;
- (e) Despatching;
- (f) Generating docketts;
- (g) Ordering raw materials;
- (h) Determination of charges to customers;
- (i) Determination of payments to carters;
- (j) Plant Security;
- (k) First Aid;
- (l) Plant Maintenance (fixed and mobile);
- (m) Housekeeping;

- (n) Stocktaking;
- (o) Operating Front End Loaders;
- (p) Collecting cash;
- (q) Banking;
- (r) Use of Equifax system;
- (s) Operation of National Docketing System;
- (t) Daily allocation of trucks available at the plant;
- (u) Checking pre start up Check List;
- (v) Completing time sheets;
- (w) Completing daily fuel reports;
- (x) Compliance with company Quality Assurance Procedure(s) in mixing and delivery of concrete and loading and delivery of raw materials;
- (y) Compliance with all Statutory and company requirements in regards to mass weight limits;
- (z) Plant appearance to be maintained to company standards;
- (aa) Correct operation of two-way radios, CB units and mobile telephones;
- (bb) Spreading and stockpiling where required;
- (cc) Cleaning of yards and site amenities;
- (dd) Abiding by company policies, which may be updated from time to time;
- (ee) Control as directed over timesheets and supervision of hours worked by other plant staff and drivers.

11.4 On an as required site specific basis, batchers may be required to assist by:

- (a) Driving all classes of vehicles; and
- (b) Driving Front End Loaders; and
- (c) Driving Trucks; and
- (d) Assisting in maintenance; and
- (e) Servicing of plant and equipment; and
- (f) Working in quarries; and
- (g) Testing of concrete; and

- (h) Quarry Industry Work; and
- (i) Accurate slumping as required.

11.5 It is expected that when a batcher is making contact with a customer, the batcher will act in a civil, professional and courteous manner.

11.6 Concrete and Quarry Operations Duties List

<u>Concrete</u>	<u>Quarries</u>
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

## **12. BATCHERS' CORE OBLIGATIONS**

12.1 Batcher employed under this Agreement will perform their work and anything connected with the performance of their work:

- (a) with due care and skill and in a proper, thorough and co-operative manner;
- (b) safely, and in accordance with Boral's safety requirements;
- (c) in accordance with any day to day directions given by Boral;
- (d) in accordance with any written direction, procedure or other specifications provided by Boral to the batcher relating to the performance of the batcher's work or anything connected with it;
- (e) in accordance with Boral's Values;
- (f) using his/her best efforts to promote Boral's business;
- (g) without jeopardising or damaging Boral's business; and
- (h) in compliance with all relevant laws.

## **13. WAGES**

13.1 Subject to clause 14 of this Agreement, batchers will be paid the weekly rates of pay outlined in Schedule A, Table 1 to this Agreement.

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

14.1 A permanent batcher may elect to forgo receiving part of his/her weekly ordinary time rate of pay in return for increased employer funded superannuation by completing the election form set out in Schedule 2 of this Agreement.

14.2 Having made a wages sacrifice election in accordance with this clause, the batcher will have his/her weekly ordinary time rate of pay reduced by the relevant elected amount except when:

- (a) overtime is worked in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the payment for overtime;
- (b) calculating annual leave loading, in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the said allowances;
- (c) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the payment those payment upon termination; or
- (d) calculating the minimum statutory Superannuation Guarantee contribution, in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the said contribution.

14.3 If a batcher has made an election in accordance with this clause Boral will provide the batcher with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.

14.4 Having made an election in accordance with this clause the batcher may cease or vary his/her election by completing a further election form as set out in Schedule 2 of this Agreement to have prospective effect on and only on 1 January or 1 July each year.

14.5 Despite anything else in this clause, if a batcher has made an election in accordance with this clause:

- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon Boral than those applicable at the commencement of the operation of this clause then Boral may serve a notice upon the batcher of its intention to cease the wages sacrifice for the batcher and upon the first full pay period to commence on or after the service of the notice the batcher's wages sacrifice election shall cease to operate;
- (b) the batcher enters a period of leave without pay the batcher's wages sacrifice election will be suspended for the period of such leave;
- (c) during any period when the batcher is injured or incapacitated and in receipt of workers' compensation payments, Boral will continue to provide the batcher with employer funded superannuation contributions in the amount elected while the batcher is still employed by Boral, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the batcher's injury or incapacitation; or
- (d) the batcher 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).

## **15. CALL BACK**

15.1 A batcher who is called back to work after leaving the workplace will be paid a minimum payment of three (4) hours at double the ordinary rate of pay.

## **16. ROSTERED DAYS OFF ("RDO")**

16.1 Batchers may accrue up to a maximum of nine (9) RDO's in any calendar year.



- 16.2 Batcher's may elect to cash out any accrued RDO's before the Christmas Period. RDO's that are cashed out will be paid at ordinary time.
- 16.3 Batcher's who elect not to accrue RDO's shall take the RDO within seven (7) days of the RDO falling due.
- 16.4 Batcher's will confer with their manager with a view to clearing their RDO balance to zero as at 31 March each year.

## **17. SICK LEAVE**

- 17.1 Any batcher who takes no more than two (2) days sick leave in any calendar year will receive a bonus payment equivalent to three (3) ordinary days pay at the end of the calendar year.
- 17.2 A batcher who takes sick leave on either side of a public holiday or a period of annual leave is required to provide a medical certificate to Boral as proof of the batcher's illness or incapacity.
- 17.3 Except for 17.2 above, a batcher is required to provide a medical certificate to Boral as proof of the batcher's illness, for sick leave in excess of two (2) consecutive days.

## **18. PAYMENT OF WAGES**

- 18.1 Batcher's will be paid their wages weekly by way of electronic funds transfer.

## **19. LENGTH OF SERVICE**

- 19.1 Boral Country Concrete & Quarries has a stable and loyal workforce. To recognise the dedication of our employees a Long Service Recognition program has been put in place. The program recognises significant milestones reached by our people throughout their working life. Upon passing each phase employees will receive a suitable recognition award.
- 19.2 The significant milestones of employment are in accordance with the following full-time and continuous years of service:

5 years	Recognition of Service Plaque
10 years	Recognition of Service Plaque and \$200 Gift Voucher
15 years	Recognition of Service Plaque
20 years	Recognition of Service Plaque
25 years	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	Recognition of Service Plaque
35 years	Recognition of Service Plaque and \$750 Gift Voucher
40 years	Recognition of Service Plaque

## **20. TRAINING**

- 20.1 All batcher's will undertake training and education as required by Boral. Such training will be conducted in normal working hours and will be paid for by Boral.

20.2 Training may include, but not be limited to:

- (a) Job skills as batchers and plant operators in Concrete and Quarry Operations; and
- (b) OH&S; and
- (c) Environmental; and
- (d) Communication skills; and
- (e) Customer Service and Feedback; and
- (f) Continuous Improvement; and
- (g) Operators Responsibility; and
- (h) Multi-skilling; and
- (i) First Aid; and
- (j) Fleet maintenance.

## **21. OCCUPATIONAL HEALTH AND SAFETY**

21.1 Boral, the Union and the batchers recognise that Occupational Health and Safety is comprehensively regulated by relevant Occupational Health and Safety Legislation in New South Wales.

## **22. ENVIRONMENTAL LEVY**

22.1 In keeping with Boral's commitment to the environment, each employee paid under this agreement is required to comply with the 20 standards as set out in the site specific environmental management plan ("**Standards**").

22.2 For compliance with the Standards, each employee will receive a weekly payment of \$12.50.

## **23. ISSUE RESOLUTION PROCEDURE**

23.1 The following procedure will apply for the resolution of any issue:

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

Note: All efforts should be made to resolve the matter at steps (a), (b) and (c).

- (d) 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 Boral.

- (e) If the matter cannot be resolved by the parties nominated, the matter will be referred to the Industrial Relations Commission of New South Wales.
- (f) Until the matter is resolved in accordance with the above procedure, no industrial action will be taken and work will continue normally.
- (g) Neither party will be prejudiced in the final settlement of the matter because work is continuing in accordance with this clause.

**24. REVIEW OF AGREEMENT**

- 24.1 The parties agree to review this Agreement no later than twelve weeks before the end of its nominal term.
- 24.2 The review will examine the operation of the Agreement and any changes to be made for future agreements and whether the parties will enter into further agreements.

**25. WORK COVERAGE BY SALARIED EMPLOYEES**

- 25.1 In circumstances where batchers are unavailable to perform work under this Agreement, Boral may require salaried employees to perform such work. The performance of such work by salaried employees is subject to that employee's skills, competence and training.

**26. REDUNDANCY**

- 26.1 If Boral decides that a batcher's position is redundant and the batcher's employment is then terminated, Boral will pay to the batchers the following redundancy pay:

- (a) If the batcher is under 45 years of age:

Less than 1 year's service	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 week's pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

- (b) If the batcher is 45 years of age or over:

Less than 1 year's service	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 week's pay

3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

**27. CLOTHING ISSUE**

27.1 Batchers will be issued clothing in accordance with Schedule B to this Agreement.

**28. FIRST AID ALLOWANCE**

28.1 Batchers who are the nominated First Aid Officer in each yard will be paid an allowance of \$3.50 per day, for each day worked.

28.2 Each yard will have a maximum of two (2) First Aid Officers.

**29. ANTI-DISCRIMINATION**

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

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

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

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

**30. NO EXTRA CLAIMS**

30.1 The Union and the batchers will not make any claims for improvements in wages or conditions of employment for the nominal term of this Agreement.

**31. DICTIONARY**

31.1 In this Agreement the following words in the left hand column of the dictionary shall have the meaning given to them in the right hand column of the dictionary:

Agreement	Boral Country Batch Plant Operators Enterprise Agreement 2005
Boral	Boral Construction Materials Group Limited
Batcher(s)	A concrete batch plant operator of Boral employed by Boral Resources Country Pty Ltd trading as Boral Country Concrete and Quarries in the Northern, Western, Hunter and Southern Regions of New South Wales.
Start Date	The date upon which this Agreement is approved by the Industrial Relations Commission of NSW in accordance with the Act
Nominal Term	The period of three (3) years commencing from the start date
Union	Australian Workers' Union
Parent Award	Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Consolidated Award
Parties	Boral, the TWU and the batchers
Act	Industrial Relations Act, 1996

**32. SAVINGS CLAUSE**

32.1 Notwithstanding the operation of the *Workplace Relations Amendment (Work Choices) Act 2005* ("**the Reform**"), the parties are committed to ensuring that:

- (a) the batcher's employment conditions (arising from this Agreement and subject to this Agreement the parent award) are maintained;
- (b) any Boral operational flexibilities (arising from this Agreement and subject to this Agreement the parent award) are maintained,

as a result of the Reforms for the nominal term of this Agreement.

32.2 To give affect to clause 32.1 the parties will, if required, consent to this Agreement being varied or make such other registered industrial agreements to ensure that the said maintenance occurs.

**SIGNED FOR AND ON BEHALF** }  
**OF Boral** }

in the presence of } .....  
Name:

.....  
(Signature of Witness)

.....  
(Name of Witness)

**SIGNED FOR AND ON BEHALF }  
OF the AUSTRALIAN WORKERS }  
UNION and the Butchers }**

in the presence of } .....  
Name:

.....  
(Signature of Witness)

.....  
(Name of Witness)

**SIGNATURE OF DELEGATES }**

in the presence of } .....  
Name:

..... Name: Date:

..... (Name of Witness) Date:

..... Name: Date:

..... (Name of Witness) Date:

..... Name: Date:

..... (Name of Witness) Date:

..... Name: Date:

.....  
 (Signature of Witness) (Name of Witness) Date:

.....  
 (Signature of Delegate) Name: Date:

.....  
 (Signature of Witness) (Name of Witness) Date:

.....  
 (Signature of Delegate) Name: Date:

.....  
 (Signature of Witness) (Name of Witness) Date:

**SCHEDULE A**

**TABLE 1**

<b>Classification</b>	<b>Current Weekly Rate</b>	<b>Payable from the first full pay period to commence on or after 10 October 2005</b>	<b>Payable from the first full pay period to commence on or after 10 October 2006</b>	<b>Payable from the first full pay period to commence on or after 10 October 2007</b>
Grade 2	\$643.42	\$669.16	\$695.93	\$723.77
Grade 3	\$706.31	\$734.56	\$763.94	\$794.50
Grade 4	\$754.91	\$785.11	\$816.51	\$849.17

**SCHEDULE B**

<b>Items</b>	<b>Issue Number</b>
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 (eg. 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.