

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/258

**TITLE: Boral Concrete Metropolitan Joint Development Agreement
No.4**

I.R.C. NO: 2001/2987

DATE APPROVED/COMMENCEMENT: 16 May 2001

TERM: 26 Months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/4

GAZETTAL REFERENCE: 7 September 2001

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged
under Transport Industry - Mixed Enterprise (State) Award

PARTIES: Boral Concrete -&- Transport Workers' Union of Australia, New South Wales
Branch



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Industrial Registrar

BORAL CONCRETE METROPOLITAN

JOINT DEVELOPMENT AGREEMENT NO. 4

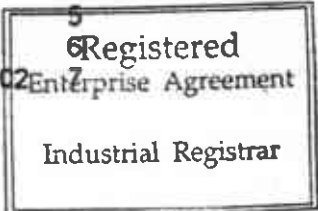
Boral Concrete Metropolitan Agreement 2001

1.0 Title

1.1 Our Agreement shall be known as the Boral Concrete Metropolitan Joint Development Agreement No. 4.

2.0 Arrangement

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3.0 Purpose

3.0 The Purpose of this Agreement is to: -

- (a) Set key performance objectives that identify reasonably achievable improvements in the performance of the metropolitan concrete delivery fleet.
Provide a base of business improvement to sustain an increase in the drivers' remuneration; and
- (b) Prime means to achieve this goal is the improved utilisation of company vehicles, however Boral reserves the right to change our fleet mix at any time to improve customer service and profitability, following consultation with the EBA Committee.

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;
- (b) each employee driver, and
- (c) the Union.

5.0 Start Date and Period of Operation

5.1 Our agreement shall start to operate from 16 may 2001 and shall remain in force for a nominal term of 26 months 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 earnings of the full time trucks over a period of time. This will be the average earnings of the full time company trucks as a percentage of the average earnings of full time owner drivers with 6.0 metre capacity and mixer supplied by the company.
- 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.
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.

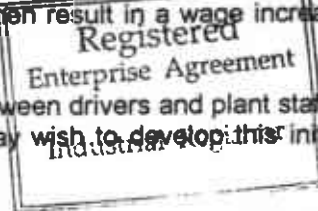
7.2 The KPO's for the periods 1/3/01 to 30/6/01 and 1/7/01 to 30/6/02 are detailed on the attached Schedule B Scores in each category are weighted, the final score will then result in a wage increase as per the table schedule A.

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 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: -

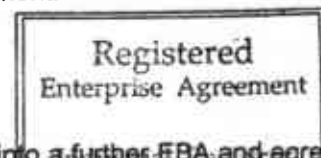
- Consist of three driver representatives and two representatives from management, one of which will be the Transport Manager.
- Meet at least quarterly to consider progress with the KPO's and any other matter that relates to the operation of this EBA; and
- Be involved in the Annual Review.
- Productivity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

11.0 No Extra Claims

11.1 There shall be no further wage increases during the term of this Agreement.

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 1% from the first pay period commencing on or after 1st January 2001.



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.

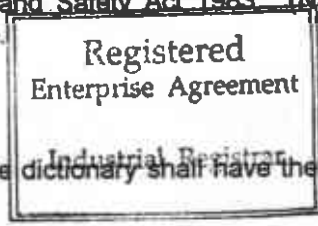
13.5 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.

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 1983 (NSW) and consistent with the established custom and practice at the workplace.

14.0 Dictionary

14.1 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: -



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 31/7/2003
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.
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. 4

*new
EBA*

<p>1/1/01 ↓ 1.5%</p>	<p>1/7/01 FIXED 1.5% + KPO's 1.5% 1.5% TO 3.0%</p>	<p>1/7/02 fixed 1.5% + KPO's 3.0% 1.5% to 4.5%</p>	<p>9/02</p>	<p>30/6/03 ↓</p>
<p>1. Drivers to produce doctors certificate for each sick day after 3 single day absences.</p> <p>2. Drivers to be assessed by qualified person (D.A.T.), on a regular basis.</p> <p>3. Assist in Customer Service Surveys.</p>	<p>Productivity Fuel Usage Truck Accidents Safety Index</p>	<p>Productivity Fuel Usage Truck Accidents Safety Index</p>	<p>Start Negotiations for next EBA</p>	<p>End of EBA</p>

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USTRALIA,

Schedule B

KPO'S FUEL Km per litre	PERIOD TRUCK Accidents	1/3/01 TO 30/6/01 SAFETY Index %	PRODUCTIV Earnings
1.66	1	.019 % or less	86.0%
1.65	2	.039 % to .02	85.0%
1.64	3	.059 % to .04	84.0%
Less than 1.64	4+	.06+	Less than 8
20%	20%	10%	50%
0.6	0.6	0.3	1.5

KPO'S FUEL Km per litre	PERIOD TRUCK Accidents	1/7/01 to 30/6/02 SAFETY Index %	PRODUCTIV Earnings
1.66	3	.019 % or less	86.0%
1.65	4	.039 % to .02	85.0%
1.64	5	.059 % to .04	84.0%
Less than 1.64	6	.06+	Less than 8
20%	20%	10%	50%
3	3	3	3
0.6	0.6	0.3	1.5

Weighted Score	Wage Rise 1/7/2001	Wage Rise 1/7/2002
3	1.5%	3.0%
2	1.0%	2.0%
1	0.5%	1.0%

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

Tony Sheldon

Tony Sheldon
(Secretary)

26/3/01

Date

SIGNED ON BEHALF OF BORAL CONCRETE

L De Carvalho

L De Carvalho
(Manager – Concrete Operations)

11.04.01

Date

