

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/297

TITLE: Boral Country Concrete & Quarries Quarry Operators Agreement
2001

I.R.C. NO: IRC 02/4029

DATE APPROVED/COMMENCEMENT: 4 September 2002/10 October 2001

TERM: 10 October 2003

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 18 October 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of Boral Construction Materials Group Limited engaged to undertake work for Boral Country Concrete & Quarries who fall within the coverage of the Boral Resources (Country) Pty Ltd Quarrying Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in NSW

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





BORAL COUNTRY – CONCRETE & QUARRIES

ENTERPRISE AGREEMENT

BORAL COUNTRY QUARRY OPERATORS

July 2001



1. TITLE

This Agreement shall be known as the Boral Country Concrete & Quarries Quarry Operators Agreement 2001.

2. CONTENTS

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3. APPLICATION

This Agreement shall apply to employees employed by Boral Construction Materials Group Limited engaged to undertake work for Boral Country Concrete & Quarries, engaged under the Boral Resources (Country) Pty Ltd Quarrying Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in New South Wales.

4. PARTIES TO THE AWARD

The parties to this Agreement are:

- (a) Boral Construction Materials Group Limited.
- (b) Quarry Operators employed by Boral Country Concrete & Quarries engaged under the Boral Resources Country Pty Limited Quarrying Industry (State) Award.
- (c) Australian Workers Union of Australia New South Wales Branch (the AWU).

5. RELATIONSHIP TO PARENT AWARD

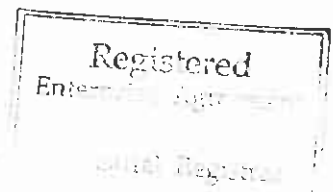
- 5.1** This Agreement shall be read and interpreted in conjunction with the Boral Resources (Country) Pty Limited Quarrying Industry (State) Award.
- 5.2** This Agreement shall prevail over the Award to the extent that this Agreement is inconsistent with the Award or covers the same matters as the Award.

6. TERM OF AGREEMENT

- 6.1** This Agreement shall come into operation on the 10th October 2001 and shall have a nominal term of 2 years.
- 6.2** There shall be no further claims by either party for Award or over Award during the term of 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 Quarry Operators 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 Quarry Operators may by agreement contribute to this process, namely:

- (b) operating a wider variety of plant and vehicles in a broader range of applications;
- (c) batching concrete;
- (d) driving trucks;
- (e) taking concrete samples on site;
- (f) testing of aggregates;
- (g) individual commitment and responsibility for work performed;
- (h) on-going development of their skills;
- (i) 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.

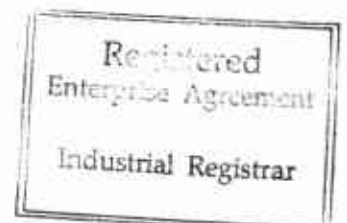
7.5 These outcomes will be attained by training and work experience to enable all employees to achieve, contribute to and gain greater reward from their employment.

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 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.

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

9.3 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

All employees, the subject of this Agreement, 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 the Employer (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 Employer to transfer to any plants operated by the employer 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 or her designated plants, a km rate will be paid @ \$0.58/km for the excess.

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12. QUARRY OPERATORS DUTIES

12.1 All Country Quarry Operators 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 a Country Quarry Operator is not competent to operate or service a particular plant the company will provide training as necessary to ensure such Country Quarry Operator becomes competent to safely perform such tasks on the plant. In addition Country Quarry Operators will be trained to competently operate other plants.

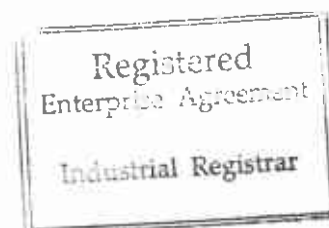
12.2 It is the intention of this Agreement that ultimately all employees will, where necessary, on a site specific basis be able to assist and relieve within the company's quarry operations and batching plants.

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 Country Quarry Operators 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.

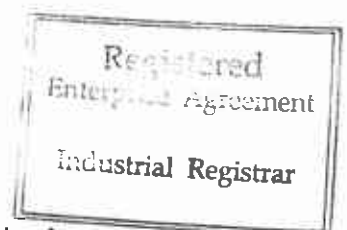
12.6 Concrete and Quarry Operations Duties List

Concrete

Concrete batching
Concrete testing
Dispatch duties
Front-end loader driving
Servicing of plant & equipment
General maintenance
Driving trucks

Quarries

Weighbridge/dispatch
Haul truck driving
Sales loader
Face loader
Plant operator – fixed/mobile
Laboratory duties
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 3%. 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 3%.

14. ALLOWANCES

- 14.1** If a quarry operator has not had a lunch break before 2.00pm, then the quarry operator 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.
- 15.3** Employees and managers must work towards clearing all RDO's wherever practicable to nil outstanding at 31st December each year, regardless of which option is chosen.

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.

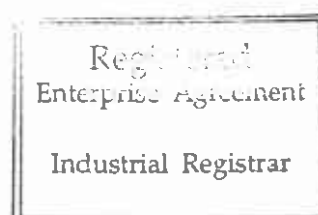
If a sick day is taken either side of a Public Holiday, or Annual Leave day a medical certificate must be supplied.

17. PAYMENT OF WAGES

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

18. LENGTH OF SERVICE RECOGNITION

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.



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 employer. 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.

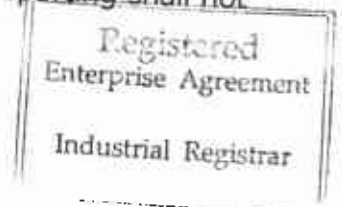
The cost of all training shall be paid for by Boral Country Concrete & Quarries.

Every effort will be given by the company to ensure that all Country Quarry Operators reach the level of competency required.

20. SAFETY

All Country Quarry Operators 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 Boral Country Concrete & Quarries Country Quarry Operators 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 employer.
- 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

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

24.2 Alcohol & Drugs

No Country Quarry Operator 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 Country Quarry Operators to advise the employer of any accidents or damage to company 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.

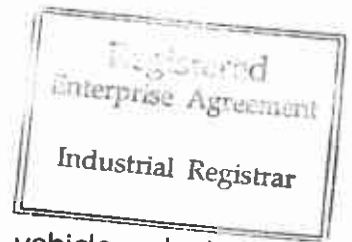
24.7 Company Property

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 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 Country Quarry Operators.

24.9 Boral Resources (Country) is involved in Quality Assurance Accreditation AS/NZS ISO 9002:1994. All Country Quarry Operators 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 employee.

27. ANNUALISED SALARIES

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

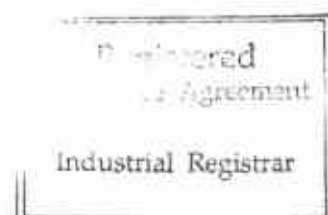
28. REDUNDANCY

As per Award.

29. INCOME PROTECTION

Boral will agree to deduct from employees wages a nominated amount of money into an income protection fund nominated by the enterprise agreement consultative committee.

Boral will not accept liability for personal losses incurred under the nominated income protection scheme.



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

in the presence of

Burt

(Signature of Witness)

Frances Sultana

(Name of Witness)

A. Mercer

13/12/01

Name: *Andrew Mercer*
General Manager.

**SIGNED FOR AND ON BEHALF }
OF the AWU and the Batcher's }**

in the presence of

M. D.

(Signature of Witness)

MIALIC STOKOV

(Name of Witness)

K. J. ...

16/12/01

Name:

