

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/17

**TITLE:** **Boral Transport Limited Hunter Region Agreement 2003**

**I.R.C. NO:** IRC3/6475

**DATE APPROVED/COMMENCEMENT:** Approved 28 November 2003/Commenced 1 July 2003

**TERM:** 19

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/112

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of Boral Transport Limited, located at Clunies Ross St, Prospect NSW 2148, engaged in the classifications of Drivers (who are required primarily to drive on public roads); Mechanics; and Greasers at Boral Transport's Hunter Valley depots of Tomaga, Ravensworth and Mt Thorley, who fall within the coverage of the Transport Industry (State) Award and Transport Industry - Quarried Materials (State) Award

**PARTIES:** Boral Transport Limited -&- the Transport Workers' Union of New South Wales

# **BORAL TRANSPORT LIMITED HUNTER REGION AGREEMENT 2003**

## **1. Title**

- 1.1 Our agreement shall be known as the Boral Transport Limited Hunter Region Agreement 2003.

## **2. Arrangement**

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## **3. Purpose**

- 3.1 The purpose of this Agreement is to maintain current productivity levels and business improvement initiatives gained from previous agreements, whilst implementing further initiatives that will allow Boral Transport to remain competitive and maintain market share in an ever reducing market. It is the intention of the Company that the projected outcomes of this Agreement will assist the Company to offer its employees long term stable employment, where applicable provide sustainable increases in driver's remuneration and further allow the Company to provide employees with further security through increased redundancy entitlements.

## **4. Definitions**

- 4.1 "Parent Awards" refers to the Transport Industry (State) Award and the Transport Industry - Quarried Materials (State) Award.
- 4.2 "Coal Employees" refers to employees who fall within the scope of the Coal Mining Industry (Production and Engineering) Consolidated Award 1997.
- 4.3 "Transport Employees" refers to employees who are covered by this Agreement.
- 4.4 "The Commission" refers to the New South Wales Industrial Relations Commission.

**5. Application and Parties**

5.1 This Agreement shall apply to employees engaged as:

- (a) drivers, who are required primarily to drive on public roads;
- (b) mechanics; and
- (c) greasers;

at Boral Transport's Hunter Valley depots of Tomago, Ravensworth and Mt Thorley (the "Employees").

This Agreement does not apply to employees of Boral Transport at the Hunter Valley depots of Tomago, Ravensworth and Mt Thorley, who as part of their employment fall permanently within the scope of the Coal Mining Industry (Production and Engineering) Award 1977.

5.2 This Agreement shall be binding upon:

- (a) Boral;
- (b) the Employees; and
- (c) the Transport Workers Union of Australia, NSW Branch.

**6. Start Date and Period of Operation**

6.1 This Agreement shall start and operate from 1/07/03 and shall remain in force for two years and thereafter in accordance with the *Industrial Relations Act 1996* ("the Act").

6.2 A reference in this Agreement to the "anniversary" of the Agreement, is a reference to the anniversary of the start date stated above in clause 6.1.

6.3 Negotiations for the next enterprise agreement will commence no later than 1/01/2005.

**7. Relationship to Parent Awards / Previous Enterprise Agreements**

7.1 This Agreement shall be read and construed with the Parent Awards and our previous Enterprise Agreements.

7.2 Where there is any inconsistency between this Agreement and the Parent Awards or our previous Enterprise Agreements this Agreement shall subject to 10.1 prevail to the extent of the inconsistency.

**8. Rates of Pay**

MT THORLEY

Upon approval of the Agreement by the Commission

	1/7/2004	1/7/2005
B' Double Drivers		
Proposed Increase	0.00%	9.44%
MTT Allowance	2.0600	-
EA Hourly Rate	18.3408	20.0707
 Mechanics		
Proposed Increase	9.52%	0.00%
MTT Allowance		9.44%

EA Hourly Rate	18.3408	18.3408	20.0707
Greasers			
Proposed Increase	0.16%	2.00%	2.00%
MTT Allowance			
EA Hourly Rate	17.0939	17.4358	17.7845

#### 8.1 Explanation of rate changes

- (a) Upon approval of the Agreement by the Commission, wages for B' Double Drivers will be maintained at the rate applicable as at 01 July 2003 (incorporating the final increase (2.3%) from the previous enterprise agreement) until the second anniversary.
- (b) Hourly wage rates increase to \$20.0707 for B' Double drivers on the date of the second anniversary of the Agreement, which incorporates the Mt Thorley Allowance.
- (c) At the second anniversary of the Agreement, drivers forgo \$0.33 of the incorporated Mt Thorley Allowance to facilitate wage parity between drivers and mechanics.
- (d) At the second anniversary of the Agreement, the Mt Thorley Allowance is extinguished as an over-Award payment.
- (e) At no time will any Employees working at Mt Thorley be entitled to a coal allowance.
- (f) Upon approval of the Agreement by the Commission hourly wage rates for mechanics increase by 9.52% to \$18.3408 and increase 9.44% to \$20.0707 on the second anniversary of the Agreement.
- (g) Upon approval of the Agreement by the Commission greaser rates increased by 0.16% to \$17.0939 and increases 2% per annum to \$17.4357 on the first anniversary and \$17.7844 on the second anniversary.
- (h) The parties agree and acknowledge that there will be no wage increases for drivers during this Agreement, although on the second anniversary the MTT allowance will be absorbed into the hourly rate as reflected in the above table.
- (i) The parties recognise that due consideration shall be given to the relevant increases to the Transport Industry State Award during the next EA negotiations.
- (j) Upon approval of the Agreement by the Commission, all drivers to resume wage parity.

#### RAVENSWORTH

Upon approval of the Agreement by the Commission			
		1/7/2004	1/7/2005
B' Double Drivers			
Proposed Increase	0.00%	2.50%	4.80%
Coal Allowance (per day)*	8.10	8.10	Absorbed into \$/hr
EA Hourly Rate	18.6848	19.1519	20.0707
Mechanics			
Proposed Increase	9.39%	2.50%	4.80%
Coal Allowance			
EA Hourly Rate	18.6848	19.1519	20.0707
Trailer Drivers			
Proposed Increase	0.00%	2.50%	2.50%
Coal Allowance (per day)*	8.10	8.10	Absorbed into \$/hr

EA Hourly Rate	17.4625	17.8990	19.0214
Greasers			
Proposed Increase	0.16%	2.00%	2.00%
EA Hourly Rate	17.0939	17.4357	17.7844
Weekly Coal Allowance \$8.10 x 5	40.50		
Weekly Hours	60		
Coal Allowance as Hourly Rate	0.675		

\* Refers to the daily Coal Allowance paid to drivers at Ravensworth.

## 8.2 Explanation of rate changes

- (a) Wages increase to \$19.1519 per hour for B'Double drivers on the first anniversary of the Agreement.
- (b) On the second anniversary of the Agreement, the Coal Allowance (currently \$8.10) is incorporated into the hourly rate. Drivers forgo \$0.33 of the incorporated Coal Allowance to facilitate wage parity between drivers and mechanics and as such the rate increases to \$20.0707.
- (c) Mechanics rates increase 9.39% from the date this Agreement is approved by the Commission and maintain the B'Double rate of pay for the duration of the Agreement.
- (d) Trailer driver's wages increase to \$17.8990 on the first anniversary of the Agreement.
- (e) Trailer driver's wages increase to \$19.0214 on the second anniversary of the Agreement and the Coal Allowance is incorporated into the hourly rate.
- (f) Upon approval of this Agreement by the Commission, greaser rates are to commence at \$17.0939 and increase to \$17.4357 on the first anniversary and \$17.7844 on the second anniversary of the Agreement.
- (g) The Coal Allowance is no longer payable as an allowance for any classification of employee from the second anniversary of the Agreement.
- (h) Both parties recognise that due consideration shall be given to the relevant increases to the Transport Industry State Award during the next EA negotiations.
- (i) Upon approval of this Agreement by the Commission, all drivers to resume wage parity.

## TOMAGO

Upon approval of the Agreement by the Commission		1/7/2004	1/7/2005
Tomago 3 Axle Truck & Dog			Minimum
Proposed Increase	0.00%	0.00%	2.00%
EA Hourly Rate	\$19.3429	19.3429	\$19.7298
Tomago 4 Axle Truck & Dog			Minimum
Proposed Increase	0.00%	0.00%	2.00%
EA Hourly Rate	19.5713	19.5713	19.9627
Tomago Trailer			Minimum
Proposed Increase	0.00%	0.00%	2.00%
EA Hourly Rate	18.6470	18.6470	19.0199

Tomago Sand Tanker			Minimum
Proposed Increase	0.00%	0.00%	2.00%
EA Hourly Rate	17.9294	17.9294	18.2880
Tomago Mechanics			Minimum
Proposed Increase	6.85%	0.00%	2.00%
EA Hourly Rate	19.3429	19.3429	19.7298
Tomago Greaser			Minimum
Proposed Increase	0.00%	0.00%	2.00%
EA Hourly Rate	17.3749	17.3749	17.7224

### 8.3 Explanation of rate changes

- (a) Tomago employees to have wage rates which at their minimum are 12% above the Transport Industry - Quarried Materials (State) Award. There will be a guaranteed increase of 2% at the second anniversary of the Agreement. If following this increase the rates of pay are less than 12% above the rate for the classification of Advanced Standard Vehicle Class 5 in the Transport Industry - Quarried Materials (State) Award, the rates will be increased further so that they are at a level of 12% above the rate for the classification of Advanced Standard Vehicle Class 5 in the Transport Industry - Quarried Materials (State) Award.
- (b) Upon approval of this Agreement by the Commission, Mechanics to be paid at the rate of 3-axle truck and dog trailer driver.
- (c) Upon approval of this Agreement by the Commission, the Greaser rate increases to \$17.3749 per hour.

## 9. Key Performance Objectives ( Kpi's)

### 9.1 The agreement on Key Performance Indicators is as follows-

- (a) Annual individual gross payment of \$1000.00 based upon the achievement of KPI's. The payment will be in 2 components.

#### First Component

- (b) For drivers the first component shall be a gross payment of \$250.00 and shall be paid for achievement of 5 proactive actions, focussed on risk and incident prevention, by each employee (e.g. identify and submit to management hazards that adversely affect the safe performance of our duties, attend safety related courses - refer to Schedule A for more information).
- (c) For mechanics the first component shall be a gross payment of \$500.00 and shall be paid for achievement of 5 proactive actions focussed on risk and incident prevention by each employee (e.g. identify and submit to management hazards that adversely affect the safe performance of our duties, attend safety related courses - refer to Schedule A for more information).

#### Second Component

- (d) For drivers the second component shall be a penalty system, where each individual employee shall be offered a gross payment of \$750.00 for achievement of the following KPI's.
  - (i) A zero Lost Time Injury result for the period measured.
  - (ii) A zero Medically Treated Injury result for the period measured.
  - (iii) A zero at fault Minor Motor Vehicle Accident for the period measured.
  - (iv) A zero at fault Major Motor Vehicle Accident for the period measured.

- (v) Compulsory wearing of seat belts.
- (vi) Non-tampering with seat belts.

The penalties incurred by the individual employee for each of the above events are as follows:

- (i) A Lost Time Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$750.00 (i.e. No Bonus) for that employee.
  - (ii) A Medically Treated Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$350.00 per event for that employee.
  - (iii) An at fault Minor Motor Vehicle Accident - \$150.00 per event for that employee.
  - (iv) An at fault Major Motor Vehicle Accident - \$350.00 per event for that employee.
  - (v) Not wearing a seat belt whilst driving a company vehicle. - \$50.00 per event for the employee.
  - (vi) Found to have tampered with a seat belt - \$50.00 per event for the employee.
- (e) For mechanics the second component shall be a penalty system, where each individual employee shall be offered a gross payment of \$500.00 for achievement of the following KPI's.
- (i) A zero Lost Time Injury result for the period measured.
  - (ii) A zero Medically Treated Injury result for the period measured.
  - (iii) A zero at fault Minor Motor Vehicle Accident for the period measured.
  - (iv) A zero at fault Major Motor Vehicle Accident for the period measured.
  - (v) Compulsory wearing of seat belts.
  - (vi) Non-tampering with seat belts.

The penalties incurred for each of the above events are as follows.

- (vii) A Lost Time Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$500.00 for that employee
- (viii) A Medically Treated Injury that results from carelessness of the employee or a breach of operating procedures and/or the Policies of the Company by the employee - \$250.00 per event for that employee
- (ix) An at fault Minor Motor Vehicle Accident - \$150.00 per event for the employee
- (x) An at fault Major Motor Vehicle Accident - \$350.00 per event for that employee
- (xi) Not wearing a seat belt whilst driving a company vehicle - \$50.00 per event
- (xii) Found to have tampered with a seat belt - \$50.00 per event.

Assessment of KPI's

- (f) The period measured shall be 1 November of each year through to 31 October in the following year.
- (g) Payment for achievement of the set KPI's shall be made in the first pay period of December following the completion of the measurement period referred to above.

9.2 This clause should be read in conjunction with the Key Performance Objectives Definitions in Schedule D.

### **10. Performance Standards and Business Improvement Initiatives**

- 10.1 The business improvement initiatives for Tomago, introduced in the Boral Transport Limited Hunter Region Agreement 2001 set out in Schedule B shall continue.
- 10.2 Employees at Mt Thorley and Ravensworth to maintain existing performance standards as set out in Schedule C.

### **11. Tomago Depot Only**

Periods of West Wallsend Colliery Shutdowns

- 11.1 During West Wallsend shut down periods the Coal Employees who work on the site may, at the discretion of the Company, be employed on a temporary basis to undertake work ordinarily performed by Transport Employees working from the Tomago depot provided that:
  - (a) No permanent Transport Employee is displaced or made to take leave of any form to allow a Coal Employee to be gainfully employed.
  - (b) If a Transport Employee has elected to take leave (of any type) during a shutdown period a Coal Employee may be used to man the vehicle usually driven by the Transport Employee on leave.
  - (c) Work is offered to permanent Transport Employees in the first instance and only when all Transport Employees are gainfully employed shall a Coal Employee be utilised.
  - (d) Except in extenuating circumstances (breakdown, UMFA driven vehicle a long way from depot), overtime is to be offered to permanent Transport Employees before it is offered to Coal Employees.
  - (e) Spare trucks will be maintained at Tomago and manned by casual Transport Employees.
  - (f) Under this Agreement, the casual Transport Employees, employed to man these vehicles shall not be counted in the one-quarter of weekly employees' rule set out in clause 14.3 of the Transport Industry - Quarried Materials (State) Award.
- 11.2 When a Coal Employee performs work pursuant to this clause, this Agreement shall apply to the Coal Employee while the work is being performed.

Construction Industry Roster Days

- 11.3 All parties agree that the Construction Industry Roster Day (CIRD) will be recognised as the day on which the roster day of the Tomago Employees shall be taken. As such if there isn't any work available on a CIRD all Tomago Transport Employees shall take a roster day, provided that:
  - (a) Subject to sub-clauses (b) - (f) below, if there is work available, it shall be offered to employees by means of a rotating roster commencing in order of seniority (eg. If 10 drivers are required to work on the first CIRD to fall during the term of the Agreement, the parties agree that the 10

positions will be offered to the 10 most senior drivers at the depot. If on the second CIRD there are 7 drivers required then the next 7 most senior drivers shall be offered the positions etc.).

- (b) An employee may nominate to voluntarily take a CIRD out of turn and if so he shall become exempted from taking a compulsory roster day when his turn to do so next falls due.
- (c) Employees who are required to take a compulsory CIRD may nominate to be called into work should additional work come in on the CIRD.
- (d) Should there be insufficient permanent drivers to complete the work available on a CIRD, the Company, after offering the work to employees who have nominated to be called in to work pursuant to (c) above may employ casual labour or subcontractors to complete the work available.
- (e) Employees are allowed to accrue a bank of up to 10 Rostered Days Off (RDO). Any Employee who has a bank that is in excess of the 10 RDO will be required to reduce the said number to 10, prior to Employees with 10 or less days being made to take a compulsory CIRD.
- (f) If an employee has extenuating circumstances that require them to take an alternate day (ie other than a CIRD) as an RDO and which as a consequence means that the employee wishes to work on a compulsory CIRD, the Company shall take into account the employee's extenuating circumstances and consider such requests on the individual merits of each case.

#### Issues relating specifically to Tomago

- 11.4 In circumstances where an issue arises that relates specifically to the Tomago business, and which the Company believes needs to be put to a vote by the Employees, Employees engaged in the Tomago business, employed under this Agreement, shall be able to vote in relation to those issues. The Company will not be required to consult with Employees at other locations or in other businesses in relation to such issues.
- 11.5 Regional issues (i.e., those affecting all three sites, Mt Thorley, Ravensworth and Tomago) will continue to be dealt with under current regional practices.

### **12. Redundancy**

- 12.1 Subject to this clause, redundancy pay entitlements (currently 2 weeks per year of service) will be increased to 3 weeks per year of service capped at 52 weeks.
- 12.2 A weeks pay means the employee's hourly rate of pay prescribed by this Agreement multiplied by 38 hours.
- 12.3 Where redundancies are necessary, the Company shall identify the positions to be made redundant on the basis of Last on/First off.
- 12.4 Alternative employment -- Subject to an application by the Company and further order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in clause 12.1 of this clause if the Company obtains acceptable alternative employment for an employee.

#### Voluntary Redundancy

- 12.5 Employees who wish to volunteer to take redundancy are able to do so under the following conditions;
  - (a) Subject to (b), volunteers for redundancy will be accepted only from the depot where redundancies are to occur in the first instance.

- (b) If there are not enough volunteers to fill the required redundancy numbers at the depot where redundancies are to occur, employees at other depots may volunteer to take a redundancy and such offers may be accepted by the Company.
- (c) Where there are more volunteers for redundancy than there are redundant positions, voluntary redundancies will be accepted in order of seniority, i.e. the employees with the greatest length of service will be accepted for voluntary redundancy first.
- (d) When an employee offers to take a voluntary redundancy, (the "Volunteer") and that offer is accepted by the Company, the Volunteer's redundancy pay entitlements shall be as follows:
  - (i) if the Redundant Employee\* has 10 or more years of service with the Company, the Volunteer shall receive the numbers of weeks pay that the Redundant Employee would have received based on the scale in clause 12.1 above;
  - (ii) if the Redundant Employee has less than 10 years of service with the Company, the Volunteer shall receive:
    - (a) 30 weeks, where the Volunteer has 10 or more years of service with the Company; or
    - (b) their entitlements pursuant to the scale in 12.1 above, where the Volunteer has less than 10 years of service with the Company;

provided that no employee who offers to take a voluntary redundancy shall receive more than what they would have received had the scale in clause 12.1 above been applied.

\* Redundant Employee refers to the employee who would have been made redundant had the Volunteer not offered to take a voluntary redundancy. Where there is more than one volunteer and more than one Redundant Employee, the Volunteers will be matched to the Redundant Employees for the purposes of this clause by seniority, i.e. the most senior Volunteer to the most senior Redundant Employee.

12.6 If offers to take redundancies are made by volunteers at a different depot to that for which the redundant positions have been identified and the Company wishes to accept those offers, the employees whose positions had been identified as redundant in accordance with 12.3 above may be required to transfer to the depot at which the volunteers are based. If the employees refuse that transfer then they shall be made redundant and the offer of voluntary redundancies shall be rejected.

No precedent

12.7 The additional redundancy entitlements prescribed by clause 12.1 apply only to Boral Transport NSW's Tomago, Mt Thorley and Ravensworth depots. The additional redundancy entitlements offered do not flow on to other Boral organisations.

### **13. Salary Sacrifice**

13.1 The parties bound to this Agreement agree to implement a salary sacrifice arrangement for the employees covered by this Agreement. The salary sacrifice arrangement will be based upon the following principles.

13.2 Superannuation salary sacrifice arrangements must be established on a prospective basis and be approved by the company to be considered as an effective arrangement under the Australian Taxation Office guidelines.

13.3 The arrangement cannot be established on a retrospective basis (i.e. after the relevant income has been earned).

13.4 Salary sacrifice contributions to Boral Super will not be included in an employee's assessable income. Example: Pre-salary sacrifice Gross Ordinary Time earnings of \$35000 less a salary sacrifice of \$1000, equals Base earnings (PAYG) of \$34,000.

- 13.5 A Boral Superannuation Worksheet as prescribed by the Company from time to time, is to be used for all salary sacrifice arrangements. During the operation of any salary sacrifice arrangement, the weekly ordinary time rate payable pursuant to this Agreement is reduced by the amount nominated by the Employee as a salary sacrifice on that Superannuation Worksheet and as approved by that employee's manager.
- 13.6 The employees gross ordinary time rate of pay after the salary sacrifice cannot be reduced below the applicable minimum rate in the Parent Awards.
- 13.7 At the time of the making of the Agreement, salary sacrifice contributions to Boral Super will be subject to 15% contributions tax and may be subject to the superannuation surcharge (up to 15%) depending on an employee's Adjusted Taxable Income (ATI). The parties acknowledge that these taxation arrangements are subject to changes in taxation laws and ATO rulings and guidelines.
- 13.8 During employment - Annual, Sick and Long Service Leave will be based on an employees weekly ordinary time (38 hours) (after salary sacrifice) as superannuation contributions continue whilst an employee is on leave. The Superannuation Guarantee (SG) currently 9% will be based on Gross earnings (pre-salary sacrifice).
- 13.9 On termination - Accrued Annual and Long Service Leave will be based on an employee's pre-salary sacrifice Gross Ordinary Time Hourly Rate.
- 13.10 On redundancy - Any Redundancy would be based on an employee's pre-salary sacrifice Gross Ordinary Time Hourly Rate.
- 13.11 Salary sacrifice contributions when added to the minimum SG contribution must not exceed the age based contribution limits. For 2003/2004 year these limits are as follows;
- |                   |          |
|-------------------|----------|
| Less than age 35  | \$13,233 |
| Age 35 to 49      | \$36,754 |
| 50 years and over | \$91,149 |
- 13.12 Employees who become eligible for the KPI achievement payment (paid in December) will be able to salary sacrifice the bonus into Boral Super. A separate agreement/worksheet will be required for this arrangement.
- 13.13 Implementing or making changes to any salary sacrifice arrangement must be approved (by the employee and Boral management) prior to the month in which the change is due to occur. New salary sacrifice worksheets must be completed and approved prior to the commencement of the month to be effective. Provided that the Company may terminate any salary sacrifice arrangement if changes to superannuation or taxation laws result in increases in the cost to it of that arrangement.
- 13.14 Prior to entering into a salary sacrifice arrangement, employees should seek independent financial and taxation advice.

#### **14. Working Away from Home**

- 14.1 The Employees, the Union and the Company recognise that as a normal part of the operations of this business there may, from time to time, be a requirement for employees to work away from their normal starting place. As such Employees understand that they may be required to live away from home for periods of time. As such the parties agree to formulate a Working Away From Home arrangement applicable to all of the parties bound by this agreement.

#### **15. Training**

- 15.1 Prior to the end of the Agreement the Company will implement induction training to allow the employees to become certified to receive the "Blue Card". As the Company is a Registered Training Organisation, the parties further agree that the Company shall provide the said "Blue Card" training through its internal training resources.

- 15.2 The Company shall provide the induction training and "Blue Card" certification without cost to the Employees.
- 15.3 The parties agree to allow up to 5 days per annum per delegate for delegate training provided that the following is adhered to.
- (a) The Union supplies to the Company a training agenda which must be approved by the Company before the training commences.
  - (b) The Union gives the Company 14 days notice of any intended training.
  - (c) No more than 2 delegates at a time (across all 3 depots) can attend any such training.
  - (d) The annual days will accumulate if not used, however the number of days which can accumulate is capped at 10 per delegate (i.e. If in the first year 2 days training are used there will be 8 days allowed in the second year).

#### **16. No Duress**

- 16.1 This agreement is made between the parties without duress.

#### **17. Enterprise Agreement Committees**

- 17.1 Committees will be initially responsible for ensuring benchmarks are properly established, developing action plans to improve performance, and ensuring feedback systems are in place so that depot performance is communicated to all concerned on a regular basis, and that action plans and improvement ideas are followed through.
- 17.2 The region manager will review the benchmarks action plans and feedback systems.
- 17.3 Depot enterprise agreement committees will meet at least quarterly to review progress.

#### **18. No Extra Claims**

- 18.1 There shall be no wage increases or claims for wage increases during the term of this Agreement, other than those specifically provided in this Agreement.

#### **19. Other Matters**

- 19.1 All parties bound by this Agreement acknowledge their respective responsibilities with regard to compliance and enforcement legislation and further acknowledge that they will abide by any legislation pertaining to these matters.
- 19.2 Notwithstanding any other provision of this Agreement it is agreed by the parties that Leave Reserved will apply with regard to bargaining agent's fees.
- 19.3 Notwithstanding any other provision of this Agreement it is agreed by the parties that Leave Reserved will apply with regard to Employee contributions to superannuation funds other than Boral Super.

#### **20. Disputes Procedure**

- 20.1 The following steps must apply in the following order for resolution of a dispute. For each step, the next step must be taken if the dispute has not been resolved within the time indicated for that step, which runs from the time the initial consultation is required;
- (a) a dispute must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels;

- (b) the depot manager and the Union delegate (unless the employee advises otherwise) should deal with the initial discussion;
- (c) if the matter is not resolved at this level, the employee and the union delegate (s) should approach senior management representative for discussion and resolution of the problem;
- (d) the union organiser and senior management may get involved if required at any time;
- (e) either party may call a Special Committee\* to attempt to resolve the dispute;
- (f) if the issue remains unresolved the General Manager of Boral Transport and the Branch Secretary of the Union may endeavour to resolve the issue;
- (g) if the issue still remains unresolved, the matter may be referred to the Commission for conciliation / arbitration, (either party may refer a dispute to the Commission at any time during the process); and
- (h) All work shall continue normally whilst the procedures listed above are being followed.

\*The special committee shall consist of;

Senior management representatives  
 The TWU organiser  
 The delegate(s) from the depot(s) with the dispute and any external facilitators the committee may require.

## **21. Signatures to the Agreement**

The parties register their formal agreement to this document with their signatures below.

Signed for and on behalf of the Transport Workers Union.

Dated

Signed for and on behalf of Boral Transport Limited.

Dated

## **SCHEDULE A**

Proactive Safety KPI's

The first component for the safety bonus scheme revolves around each individual employee achieving 5 proactive KPI's that are designed to promote a safe working place and safety awareness for all of our employees. Employees with further ideas as to applicable KPI's that could be included in this list are asked to approach their manager and inform him of their ideas.

The KPI's include but are not limited to the following;

Attendance at a James Woods seat belt and safety presentation.

Attendance and participation in the development of the Drug & Alcohol Policy and procedures.

Attendance at a Working with Respect presentation.

Identification and reporting to management of 5 workplace hazards.

Attendance at the seat belt roll out sessions

Attendance at all workplace competency sessions held during the year.

Attendance at any other safety related training that may be organised by the Company from time to time.

Presentation of an item of safety at a Safety Meeting or a Team Brief.

Submit near hit reports.

Job safety procedure reviews.

Produce new job safety procedures.

Attend safety awareness refresher training.

Conduct driver site induction familiarisation.

Conduct vehicle specific safety and operational presentations.

Perform risk assessments.

## **SCHEDULE B**

### **Business Improvement Initiatives**

Spread of ordinary hours 5.00am - 4.00pm.

Shift starting times will no longer be fixed (currently (6.30am) but can be altered daily.

Shift starting time on any set day will be in a window between 5.00am and 7.00am.

Changes to the length and method of the notification period (currently 7 days written notice) to alter starting time. Will now be 12 hours notice (ie: end of previous shift) notice to be verbal not written.

First 7.6 hours of any shift commencing in the allotted shift start window to be paid at ordinary rates. Appropriate penalties to apply for start/finish times that are outside of this window and/or the normal spread of hours.

Tailor breaks to be more in touch with customer and legal requirements.

The company is prohibited under the terms of the agreement to replace a permanent employee with either casuals, hauliers or subcontractors after a permanent completes 7.6 ordinary hours if there is continuing work available unless the permanent employee declines to complete the allotted overtime. Permanent employees can be replaced upon agreement between the individual employee and the employer.

All drivers and supervisors to complete a Fatigue Management course to allow the employees driving hours to be extended to fourteen (14) hours.

Introduce a banking system that allows for the hours worked over 12 hours per day to be banked and used by employees in conjunction with RDOs during times of business downturn. The hours banked will be at the rate worked (ie. 1 hour worked over 12 would be paid at double time. Hence the employee would accrue two hours for this system). This clause will only apply once all drivers have completed the fatigue management course.

Rates paid to drivers are to vary daily and are dependent on the majority of the type of work each individual employee has performed on each set day. (eg. If worked 12 hours and spent 7 hours on quarry work and 5 hours of coal quarry rate would be paid).

Rates currently paid to remain as is on all current contracts. New rates to apply only to new or rolled over contracts.

### SCHEDULE C

Performance Standards

Mt Thorley productivity measurements ending June 2003								
	W 62.5	L 62.5	U 62.5	WW to MTO	WW to MTCL	U new washery	Consol	
Actual Performance 2002/2003	54.470	46.464	42.880	83.885	91.971	47.488	61.19	
			Ravensworth productivity measurements ending June 2003					
	MB to RCT	MB to PS	CN to RCT	Mt Arthur	MB to RCT	MB to PS	CN to RCT	
	B-doubles	B-doubles	B-doubles	B-doubles	Singles	Singles	Singles	Consol
Actual Performance 2002/2003	32.019	32.977	109.223	128.692	25.830	25.535	72.05	60.90

### SCHEDULE D

Key Performance Objectives Definitions

Minor Heavy Vehicle Accident

A minor heavy vehicle accident shall be defined as an accident in which there are no injuries, third party damage and where the Company's vehicle is available to perform its usual duties at the commencement of the next shift.

Major Heavy Vehicle Accident

A major heavy vehicle accident shall be defined as an accident in which there is an injury and/or where there is third party damage and/or where the Company's vehicle (due to the damage incurred) is unavailable to perform its usual duties at the commencement of the next shift.

At Fault

An at fault accident shall be defined as an accident where it is found by an accident investigation committee that the cause of the accident is as a result of error, neglect or non-conformance with the Company's operating procedures, policies and/or current legislation governing the operation of a heavy vehicle on behalf of the employee driving/operating the vehicle at the time of the accident.

Accident Investigation Committee

An Accident Investigation Committee shall comprise of the following members:

- The employee involved in the accident/incident.
- The Union delegate (or another senior driver).
- The employees immediate supervisor.

The depot manager.  
OH&S Committee Member

#### Lost Time Injury

A lost time injury shall be defined as an injury where an employee, due to the impact of a job related injury, is physically or mentally unable to perform all or any part of his/her normal assignment during all or any part of the workday or shift and further that the restrictions placed upon the employee are such that they extend beyond the day of the injury.

#### Medically Treated Injury

A medically treated injury shall be defined as an injury that:

- Must be treated by a physician or licensed medical personnel.
- Impairs bodily function (i.e. normal use of senses, limbs etc.)
- Results in damage to the physical structure of a non superficial nature (eg. Fractures).
- Involves complications requiring follow up medical treatment.