

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/282

TITLE: Boral Country Concrete and Quarries Country Batch Plant Operators Agreement 2003

I.R.C. NO: IRC4/3989

DATE APPROVED/COMMENCEMENT: 27 July 2003/10 October 2003

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NEW AGREEMENT OR
VARIATION: Replaces EA02/297

GAZETTAL REFERENCE: 22 October 2004

DATE TERMINATED:

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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 Limited Concrete Batching Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in NSW

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

BORAL COUNTRY CONCRETE AND QUARRIES COUNTRY BATCH PLANT OPERATORS AGREEMENT 2003

1. Title

This Agreement shall be known as the Boral Country Concrete & Quarries Country Batch Plant Operators Agreement 2003.

2. Contents

This Agreement is arranged as follows:

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3. Application

This Agreement shall apply to persons employed by Boral Construction Materials Group Limited (the "Company"), who fall within the classifications of the Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Consolidated Award (the "Employees"), at sites operated by Boral Resources (Country) Pty Limited (trading as Boral Country Concrete & Quarries) in New south Wales.

4. Parties to the Award

The parties to this Agreement are:

- (a) the Company; and

- (b) the Australian Workers' Union, New South Wales (the 'AWU').

5. Relationship to Parent Award

- 5.1 This Agreement shall be read and construed in conjunction with the Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Consolidated Award (the "Award").
- 5.2 This Agreement shall prevail over the Award to the extent that this Agreement is inconsistent with the Award or cover the same subject matter.

6. Term of Agreement

- 6.1 This Agreement shall come into operation on the 10th October 2003 and shall have a nominal term of 2 years.
- 6.2 There shall be no further claims by either party during the term of this Agreement. However, either party reserves the right to negotiate should there be proposed significant change to the workplace.
- 6.3 The Company is an equal opportunity employer and the mention of "his" will also refer to her gender where applicable in 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 Employees 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;
 - (d) maintain continuous improvement culture; and
 - (e) teamwork with driver personnel; and
 - (f) develop flexibility and teamwork;
 - (g) commitment to a safe workplace.
- 7.3 This Agreement supports these objectives by outlining the key elements whereby Employees may by agreement contribute to this process, namely:
 - (a) operating a wider variety of plant and vehicles in a broader range of applications;
 - (b) batching concrete;
 - (c) driving trucks;
 - (d) taking concrete samples;
 - (e) individual commitment and responsibility for work performed;
 - (f) on-going development of their skills;

(g) 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 6.00am – 5.00pm on any one day Monday to Friday with individual employees having staggered start times by agreement.
- 8.3 Starting times will be notified by the end of the previous day's plant closure and will range between 6.00am to 8.00am. 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 Leave Generally

Except as varied by this clause, annual leave shall be determined in accordance with the *Annual Holidays Act 1944* and long service leave shall be determined in accordance with the *Long Service Leave Act 1955*.

- 9.2 Annual Leave

Both parties acknowledge that 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.

- 9.3 Leave Reductions

The Company reserves the right to direct 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.
- 10.4 The Company will endeavour to employ enough relief personnel to cover annual leave and RDO's

11. Intersite Flexibility

All Employees 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 plants operated by the Boral Country Concrete & Quarries (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 Company to transfer to any plant operated by Boral Country Concrete and Quarries 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 designated plant, a km rate will be paid @ \$0.71/km for the excess.
- 11.3 If in the event an Employee is directed to another site after arriving at designated plant. Then the rate will be paid on the distance to the other site.

12. Batchers Duties

- 12.1 An Employee may be required to operate and perform service work (see duties attachment) on all plants operating in Boral Country Concrete & Quarries’ concrete plants and quarries on a site specific basis. Where an Employee is not competent to operate or service a particular plant the Company will provide training as necessary to ensure that the Employee becomes competent to safely perform such tasks. In addition Employees 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 Boral Country Concrete & Quarries' batching plants and quarry operations.
- 12.3 The primary task 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) Manufacture of concrete
- (e) Despatching
- (f) Generating dockets
- (g) Ordering of 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 your plant

Other Duties may 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 mixing and delivery of concrete 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.
- (k) Control as directed over timesheets and supervision of hours worked by other plant staff and drivers.

12.4 On an as required site specific basis Employees may assist by:

- (a) Driving all classes of vehicles.
- (b) Driving Front End Loaders.
- (c) Driving trucks.
- (d) Assisting in maintenance.
- (e) Servicing of plant and equipment.
- (f) Working in quarries.
- (g) Testing of concrete.
- (h) Quarry Industry Work.
- (i) Accurate slumping as required.

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	Quarries
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

13. Wage Increases

- 13.1 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 4% retrospective to October 10th 2003. 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 4%.
- 13.2 Employees who have achieved Grade 4 status by completing the CBPO Training Course – Stage 1 – Modules 1-6 will now be known as Plant Managers. The Plant Managers responsibilities are as tabled in this document. Payment for achieving the Plant Manager status is an additional 2% per annum in line with the payment due dates in clause 13.1
- 13.3 Employees who have not completed the training course and are paid as a Grade 3, must complete modules 1-6 of the training course to qualify for the Plant Manager additional payment. If the Grade 4 training is completed by June 30th 2004 then the relevant personnel will be paid the additional 2% pa retrospective to October 10th 2003.

Employees who do not complete the Grade 4 training prior to the June 30th 2004 deadline shall not qualify for the retrospective payment and payment will be applicable commencing from the date of completion of the training modules.

14. Call Back

If any Employee is called back to work after leaving the work place a minimum payment of 2 hours @ double time and 2 hours @ time and a ½ of ordinary rate shall be paid.

15. Allowances

- 15.1 If an Employee has not had a lunch break before 2.00pm, then the Employee will be entitled to claim a lunch allowance.

16. Rostered Days Off

- 16.1 Up to a maximum of 9 RDO's may be accrued throughout the year, which may be cashed out at Christmas time, at ordinary rates of pay.
- 16.2 An Employee may still opt to take RDO's as they fall due, and not participate in the cash out offer.
- 16.3 Employees and managers must work towards clearing all RDO's wherever practicable to nil outstanding at 31st March each year, regardless of which option is chosen.
- 16.4 A bank of 3 RDO's may be carried over from one anniversary to the next.

17. 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, RDO or Annual Leave day a medical certificate must be supplied.

18. Payment of Wages

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

19. Length of Service Recognition

The Company 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

20. Training

All Employees, subject to this Agreement, may be asked to undertake training and education as required by the Company. 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 Batchers 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. The cost of all training shall be paid for by the Company.

Every effort will be given by the Company to ensure that all Employees reach the level of competency required.

21. Safety

All Employees 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.

22. Environment

All Employee will maintain and comply with license conditions of each individual site's Environmental and Protection Authority License and Local Government Environmental Guidelines.

23. Issue Resolution Procedure

The following procedure shall apply for the resolution of any issue.

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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 Company.
- 23.5 If the matter cannot be resolved by the parties nominated the matter shall be referred to the Industrial Relations Commission.
- 23.6 Until the matter is determined in accordance with the above procedure no industrial action will be taken and work shall continue normally.
- 23.7 Neither party will be prejudiced in the final settlement of the matter by virtue of the continuation of work in accordance with this clause.

24. 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.

25. Code of Conduct

25.1 Licences

Employees will not operate any vehicle, plant or equipment for which they are not appropriately licensed.

25.2 Alcohol & Drugs

No Employee 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.

25.3 Documentation

Where applicable Delivery Dockets are to be signed and dated as and where required as proof of delivery. Company documentation (e.g. including time arrived and departed from site) is to be completed by the Employee and detail all relevant information from contract documents and signed by the receiver. On delivery, the receiver's signature is to be obtained as proof of delivery.

25.4 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.

25.5 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.

25.6 Accidents

It is the responsibility of all Employees to advise the Company of any accidents or damage to company property.

25.7 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.

25.8 Company Property

Any Employee who is proved to have abused company equipment may face disciplinary action, which may result in summary dismissal.

25.9 Company Costs

It is expected that all Employees will endeavour to save company costs wherever possible, eg:

Use lowest cost mix appropriate for job

Turn off lights

These are examples only. There are other cost savings, which can be obtained through the diligence of the Employees.

25.10 Boral Resources (Country) Pty Limited is involved in Quality Assurance Accreditation AS/NZS ISO 9002:1994. All Employees must therefore familiarise themselves with the quality system and abide by all relevant guidelines, eg. Work Instructions and Quality Manuals.

26. Union Access

Refer *Industrial Relations Act 1996*.

27. 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.

28. Redundancy

28.1 Where the business has identified a need to change employment terms, the Company shall pay redundancy as follows:

Less than 1 year of service	Nil
Greater than 1 year of continuous service	2 weeks pay per year of service capped at 52 weeks pay

28.2 Subject to clause 28.1 above, the redundancy provisions of the Boral Resources (Country) Pty Limited Concrete Batching Industry (State) Consolidated Award, with the exception of any of any clause setting out severance payments, are incorporated into this Agreement and shall continue to apply.

29. Salary Sacrifice

During the term of the Agreement, the Company will allow Employees to salary sacrifice to the Company superannuation scheme, if a salary sacrifice system is introduced by any other Boral ACM company. The salary sacrifice system will be in accordance with and operate under the same terms and conditions as all other Boral ACM "salary sacrifice systems".

30. Bonus Systems

The Company will not preclude a bonus system, if a proposal is brought forward by the Employees, which has a tangible benefit to the business. The proposal must be able to be measured in terms of revenue or cost savings.

Signed For And On Behalf Of the Company in the presence of:

(Signature of Witness) Name:

(Name of Witness)

Signed for and on behalf of the AWU
in the presence of Name:

(Signature of Witness)

(Name of Witness)