REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/29

TITLE: The Boral Bricks Badgerys Creek Transport Drivers' Enterprise Agreement 1998

I.R.C. NO:

98/4226

DATE APPROVED/COMMENCEMENT: 18 October 1998

TERM:

24 months

NEW AGREEMENT OR

VARIATION:

New. Replaces EA95/222

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged as transport workers based at the Company's

Registered Enterprise Agreement

Industrial Registrar

plant located at Badgerys Creek, NSW

PARTIES: Boral Bricks Pty Ltd -&- Transport Workers' Union of Australia, New South Wales

Branch

ENTERPRISE AGREEMENT

BETWEEN

BORAL BRICKS Pty Limited

AND



EMPLOYEE DRIVERS BASED AT THE COMPANY'S BADGERYS CREEK MANUFACTURING OPERATION

Index

Clause	Subject	Page No.
1	Application	3
2	Period of Operation	3
3	Rates of Pay	3
4	Training	4
5	Customer Service Excellence	4
6	Efficiency & Productivity Improvement	4
7	Terms of Engagement & Termination	5
8	Hours of Work	5
9	Overtime	5
10	Fleet Utilisation	6
11	Annual Leave	6
12	Annual Leave Loading	7
13	Payment of Wages	7
14	Meal Intervals	7
15	Sick Leave	7
16	Public Holidays	7
17	Travel Allowance	8
18	Bereavement Leave	8
19	Jury Service	8
20	First Aid Allowance	8
21	Union Representation	9
22	Unauthorised Persons	9
23	Long Service Leave – RDO Entitlement	9
24	Notice Board	9
25	Disputes Procedure (The Company & Employees)	9
26	Grievance Procedure (The Company and Individuals)	9
27	Amenities	10
28	Agreement	10
29	Boral's Purpose	10
30	Signatories	11
	Appendix 1	12
	Appendix 2	12
		Registered Enterprise Agreement
		Tetarprise Agreement
		Euterbroc9
		Industrial Registrar

2

ENTERPRISE AGREEMENT

THIS ENTERPRISE AGREEMENT IS MADE BETWEEN BORAL BRICKS PTY LIMITED (THE COMPANY) AND THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH (THE UNION) REPRESENTING EMPLOYEE DRIVERS, IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE NEW SOUTH WALES INDUSTRIAL RELATIONS ACT 1996

This Agreement shall be known as "The Boral Bricks Badgerys Creek Transport Drivers' Enterprise Agreement 1998".

The Agreement is subject to approval by the Industrial Relations Commission of New South Wales.

1. APPLICATION

This Agreement is binding on the Company, the union and its transport worker employees as defined in Clause 3, in respect to employment conditions and rates of pay for employee drivers primarily based at the Company's plant located at Badgerys Creek, NSW.

The parties agree that this Agreement will operate to the exclusion of all Awards and previous Agreements including the Transport Industry Mixed Enterprises Award. Any matter not dealt with in this Agreement will be referred to the Award.

This Agreement has not been made under duress by any of the parties.

2. PERIOD OF OPERATION

This Agreement will take effect from the date of approval and will operate from the date of approval by the Industrial Relations Commission of NSW and will continue in force for a period of 24 months, subject to the provisions of The Industrial Relations Act 1996.

3. RATES OF PAY

(a) The rates of pay in this Agreement incorporate industry allowance, crane allowance, three and four wheel drive fork lift allowance and all over-award payments, as well as increase for productivity and efficiency improvements resulting from changed working conditions and work practices.

Level 1 1. Driver of articulated vehicles with a total of five or six axles:

Registered Driver of articulated venicles with a total of up to seven axles. Enterprise Agreement

Hourly rate of payment for this level will be \$15.6502 /hour at commencement of this agreement. Registrar

Level 2 Level 1 driver plus person trained to undertake allocator/despatch duties, driver training, site and accident investigations, administrative work such as fuel accounting or any other functions needed to be carried out as required to manage the transport operation

Multi - skill allowance = \$25.00 /week.

- (b) Drivers returning to the yard after 3:30 p.m. after completing their final load for the day will bundy off before loading and refuelling of trucks. After bundying off they will be paid one hour at the appropriate rate, for loading and refuelling.
- (c) In addition to the above rates, the Company will pay (as occupational superannuation) as required by the applicable statute or Industrial Relations Commission of NSW judgement from time to time on a monthly basis into the appropriate section of the Boral Employee's Superannuation Trust (BEST).

28/08/98

3

(d) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level. Once the employee has attained the necessary skills and has been accredited and reclassified to a higher level, the employee will be paid the rate for that classification regardless of the actual task carried out subject to continued performance at that level.

4. TRAINING

- (a) The company acknowledges its commitment to provide for its employee's career paths and access to more varied, fulfilling and better paid jobs through training. In particular, the opportunity may be provided, for training to undertake allocator or other duties.
- (b) In accordance with the needs of the Enterprise, training will be provided to enable employees to qualify for classification to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.
- (c) The Company will accept responsibility for the organisation of "on the job" training but employees will assist as required in the training of other employees. For training "off the job" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.
- (d) The Company will pay at the appropriate classification during all training undertaken in normal working hours, and approved by the Company as being in accordance with the needs of the Enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery.

5. CUSTOMER SERVICE EXCELLENCE

- (a) Employees will participate in improvement meetings as established for the purpose of providing participation in improved productivity, efficiency and service excellence for the operation. Payment will be made at the applicable rate for attendance at these meetings.
- (b) During the life of the Agreement regular meetings will continue involving employees of the Company covered by this Agreement. These are for the purpose of advising on Company performance etc., and consulting on efficiency and productivity improvements.

6. EFFICIENCY AND PRODUCTIVITY IMPROVEMENT

- (a) Employees will undertake simple maintenance, in addition to their normal duties e.g. greasing crane, cleaning and painting of trucks and changing of wheels when necessary.
- (b) Employees will continue to undertake licensing for truck mounted crane and forklift operation as required.
- (c) Employees undertake to assist in the promotion of Company products. In particular, they will wear uniforms with the words "Boral Bricks" imprinted at all times when performing their duties and additionally, place "Boral Bricks" signs on delivery sites as required. An allowance of \$180 will be paid annually to each driver to be used to select a uniform from a range of Company approved uniforms.
- (d) Employees acknowledge that they will continue to recognise the importance of striking continually for improvements in efficiency and for excellence in performance, productivity is vital for the success of the Company and its employees.

 Registered

 Registered

 Industrial Registrar
- (e) Employees acknowledge that no demarcation is to exist between themselves and the other employees or members of other unions and that no demarcation will be introduced in the future. Any other proposed interchange of function would be discussed in advance with management and only introduced by agreement.

7. TERMS OF ENGAGEMENT AND TERMINATION

- (a) The employment of weekly employees may be terminated only by one week's notice on either side. The notice may be given at any time or by payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. This provision shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of misconduct.
- (b) An employee with more than two month's service, on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such document shall contain, at least, information as to the length and nature of the employment.
- (c) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (d) Part time employees shall not be engaged in a ratio greater than 25% of full time employees.
- (e) The Company will provide and maintain all necessary tools, ropes and packing.

8. HOURS OF WORK

- (a) The weekly total of ordinary hours of work will average 38 per week averaged over a 52 week period.
- (b) These are to be worked by employees accumulating credit for one leisure day in each 20 day work cycle, (8 hours being worked on each of the first 19 days) and the leisure day being taken by an agreed roster which accords with the needs of the operation.
- (c) In accruing the entitlements in sub-clause (b) each public holiday as well as other paid leave days but not the period of absence on annual leave, long service or unpaid leave, will count as an 8 hours day worked.
- (d) An employee required to work on a normally rostered day off will be provided in lieu with an agreed alternative day off which accords with the needs of the operation.
- (e) Ordinary hours will be worked on five consecutive days in the period Monday to Friday in the method set out in sub-clause (b) above between the hours of 7:00 a.m. and 6:00 p.m.

9. OVERTIME

- (a) Overtime will be paid at the rate of time and a half for the first two hours and double time for each hour after that for all work performed as follows:
 - (i) In excess of 8 hours on any one day, Monday to Friday as determined within the span of hours (Clause 8 (e)).

 Registered
 - (ii) In excess of forty hours in any week or in excess of the ordinary hours of the ordi
- (b) An employee required to work on a Saturday will be paid at the rate of time and Hald strial Registrar hours and double time thereafter with a minimum payment for four hours.
- (c) An employee required to work on a Sunday will be paid at the rate of double time with a minimum payment for four hours.
- (d) An employee required to work on a Public Holiday (as defined in Clause 16) will be paid at the rate of time and a half for the time worked (or a minimum of four hours) plus the day's pay at ordinary time rate. When work is required on Christmas Day and/or Good Friday payment will be at the rate of double time for the time worked (or a minimum of four hours) plus the day's pay at ordinary times rates.
- (e) Should any of the Public Holidays prescribed in Clause 16 fall on a Saturday or a Sunday, and a day in lieu is not proclaimed by the Government, then an employee required to work on such Saturday or

Sunday will be paid for the time worked (or a minimum of four hours) at the rate of time and a half, plus ordinary time rates up to a maximum of eight hours for the time worked (or a minimum of four hours). In the case of such work under taken in lieu of Christmas Day and/or Good Friday, double time shall be substituted for the time and a half prescribed in this sub-clause.

- (f) For calculation of overtime each day shall stand alone, except that where work continues beyond midnight, double time shall be paid until completion of the overtime.
- (g) An employee required to work overtime for 2 hours or more on any week day after his/her normal finishing time, will be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the employee's lunch break. If such employee was not notified the day before of the requirement to work such overtime, the employee will be paid a meal allowance of \$7.38 even if such requirement is subsequently cancelled.
- (h) An employee recalled to work overtime after finishing work at the end of the required work for the day, or for a period before but up to normal starting time, will be paid at the appropriate rate set out in this clause for a minimum of 4 hours work.
- (i) An employee recalled to work on any week day after having finished work for the day, or who is called upon to work before the normal starting time but does not continue up to normal starting time, will be allowed a paid crib break of 20 minutes for each 5 hours worked, calculated from the time of commencement of work, or from the end of the previous crib break, whichever applies.
- (j) An employee will not be required to work more than 20 hours overtime in any one week (exclusive of meal breaks) except in the case of accident or circumstances over which the Company has no control.
- (k) An employee who is required to work for a continuous period of twelve hours or more from the time of commencing work, will be entitled to be absent from work until ten hours have elapsed. Where the whole or part of such time coincides with ordinary hours of work the employee shall be paid at ordinary time rate for such coinciding time.
- Should work be required on a Saturday the Company will offer it to the drivers at the appropriate rate.
- (m) Employees are to conform to the requirements of RTA regulations for heavy vehicle driving hours.

10. FLEET UTILISATION

The Company will, where the needs of the customer/business allows, strive to maintain the full utilisation of the Company transport fleet.

11. ANNUAL LEAVE

Annual leave will be allowed to all employees in accordance with the Annual Holidays Act, 1944. In particular the following provisions will apply:

- (a) All weekly employees will be given four (4) weeks annual leave for each completed year of service, being paid in advance that rate of pay they normally receive for ordinary hours for their skill level for the period of leave taken.
- (b) The annual leave may be taken in one or more periods by agreement between the employee and the Company.
- (c) When a public holiday (as prescribed in Clause 16) occurs while an employee is on annual leave then the leave period will be extended by one day for each holiday that occurs.
- (d) If the employment of a weekly employee is terminated, that employee will be paid for outstanding leave entitlement at the normal rate of pay for ordinary hours for the employee's chasillarion including pro-rata payment for any part of the year's entitlement.

 Enterprise Agreement

28/08/98

Industrial Free

12. ANNUAL LEAVE LOADING

- (a) A weekly employee who goes on annual leave will be paid a loading of an additional 17.5% of the employee's skill level rate of pay for the period of leave.
- (b) A weekly employee whose employment is terminated by the Company will be paid loading as in subclause (a) above for all untaken leave to which the employee is entitled. No payments will be made to an employee whose employment has been terminated for misconduct.

13. PAYMENT OF WAGES

- (a) All wages will be paid weekly by electronic funds transfer.
- (b) If the money is not available at the bank by Thursday of each week the Company will provide payment in lieu by cheque and arrange encashment facility.

14. MEAL INTERVALS

- (a) Employees will be allowed an unpaid meal break of 30 minutes between the hours of 11:00am and 2:00pm to be taken at the discretion of the driver to suit the needs of the business by "working around" deliveries. A paid morning refreshment break of 10 minutes will also be allowed "at discretion" as above.
- (b) An employee required to work overtime on any week day for two hours or more after his/her normal finishing time will be allowed a paid crib break of 20 minutes to be taken not later than 5 hours after the end of the lunch break. This break is to be taken to suit the needs of the business.
- (c) An employee required to start work prior to 6.30am and continue beyond normal commencing time will be allowed a paid crib break of 15 minutes in lieu of the 10 minute break. This break is to be taken to suit the needs of the business as per clause (a) above.
- (d) An employee required to work on a Saturday, Sunday or Public Holiday will be allowed a paid crib break of 20 minutes five hours after the commencement of work and a similar break five hours after the completion of the previous crib break.
- (e) Employees will, when possible, take crib breaks while waiting in an extended queue prior to loading their vehicle or in some cases by agreement with management.

15. SICK LEAVE

An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence as follows:

- (a) No payment will be made for any absence for which workers' compensation is paid or payable.
- (b) The employee will advise the Company of the expected absence, its cause and likely duration, where possible, prior to the employee's normal commencement time.
- (c) If required, the employee will provide satisfactory evidence of the illness or injury. After two days' absence a doctor's certificate will be required.
- (d) In the first year of service, up to 5 days of ordinary time. However payment for such absence may be withheld until after the completion of the first three months' service.
- (e) In any subsequent year up to 8 days of ordinary time will be available from the beginning of each year of service.

Enterprise Agreement

(f) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.

16. PUBLIC HOLIDAYS

(a) For the purpose of this Agreement the public holidays will be Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day

7

and all other days proclaimed as holidays in New South Wales either as a substitution for or additional to any of the above.

- (b) In addition to the above one extra day in lieu of financial members' day shall be taken on Easter Saturday.
- (c) An employee who has an unauthorised absence on the working day before, or the working day after, a public holiday will not be entitled to payment for the public holiday, except that absence only of the day before or the day after a series of public holidays will incur loss of payment only for the holiday closest to the absence.

17. TRAVELLING ALLOWANCE

Employees shall be provided with free transport to the nearest means of public transport or shall be paid an allowance of \$2.71 per day. Provided that no such payment shall be to an employee who lives within a radius of one kilometre of the yard.

18. BEAREAVEMENT LEAVE

(a) Paid leave up to a maximum of two ordinary days worked will be made available to an employee in the case of the death within Australia of any of the following relations:

Wife or Husband (not legally separated)

De facto wife or husband living with the employee

Father

Mother

Father-in-law

Mother-in-law

Foster parent

Brother

Sister

Child

Step child

Foster child

- (b) The provisions of this clause shall also apply in the case of the death outside Australia of an employee's husband, wife, father or mother where the employee travels overseas to attend the funeral.
- (c) On the giving of notice to the Company and the provision of proof if required the employee will be entitled to up to two days leave on each occasion. However no such leave shall be taken nor the entitlement deducted where the leave coincides with a rostered day off as provided by Clause 8 (b) of this Agreement.

19. JURY SERVICE

- (a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (b) An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- (c) If jury service falls on an employee's rostered day off, Clause 8 (d) will apply

Registered
Enterprise Agreement

Industrial Registrar

20. FIRST AID ALLOWANCE

Where an employee is appointed by the Company to perform first aid duty, then such employee shall be paid \$1.58 per day in addition to the ordinary rate of pay.

21. UNION REPRESENTATIVE

- (a) An employee appointed, as union delegate shall, on the advice of the Secretary of the Union or the Secretary's representative, be recognised as the accredited representative of the Transport Workers' Union of Australia (N.S.W. Branch).
- (b) The delegate shall be allowed a reasonable opportunity to carry out duties including the right to discuss with a representative of the Company any matter affecting Union members. Access to a telephone for the purpose of discussing any relevant matter with the Union and the right to post signed notices concerning union matters on the notice board.

22. UNAUTHORISED PERSONS

A driver shall not permit any person, unless authorised by the Company, to travel on the vehicle or assist in deliveries.

23. LONG SERVICE LEAVE - RDO ENTITLEMENT

- (a) An employee's entitlement to accrual of a rostered day off as per Clause 8 (b) will cease whilst on Long Service Leave.
- (b) "Rostered Day Off" entitlements at the beginning of Long Service Leave will be paid at the rate of 7.6 hours for each day.

24. NOTICE BOARD

The Company will supply a notice board of reasonable dimensions to be placed in a prominent position in the area of the Plant frequented by transport drivers, upon which accredited representatives of the employee drivers will be permitted to post formal notices signed by the representative.

25. DISPUTES PROCEDURE (THE COMPANY AND EMPLOYEES)

The following procedure will be followed in dealing with any question, dispute or difficulty concerning the interpretation, application or operation of this Agreement:

- (i) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the Supervisor, the next senior manager.
- (ii) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Transport Manager (if absent the next senior manager) and further discussions will take place. In such discussions the employees may be represented by the Union. The parties will make every endeavour to settle the dispute in a spirit of harmony and in the interest of good employee relations.
- (iii) If the matter remains unresolved it will be referred to the New South Wales Industrial Relations Commission for decision.
- (iv) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another area where there is no risk.
- (v) All employees and parties to this Agreement are to be familiar with this disputes procedure and are to give an undertaking to observe it.

 Registered
 Enterprise Agreement

26. GRIEVANCE PROCEDURE (THE COMPANY AND INDIVIDUALS)

The following procedure will be followed in dealing with any Company action that Parestrary disadvantages any employee and that relates to a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement or to alleged discrimination in employment within the meaning of the Anti-Discrimination Act 1977:

- (i) The employee will notify the immediate supervisor in writing stating the substance of the grievance and request a meeting to resolve the matter.
- (ii) The supervisor (or the next available manager) will discuss the grievance with the employee in an effort to resolve it. The employee may be represented by the Union. The steps outlined in Clause 25 may be followed where appropriate.

- (iii) If the matter is not resolved within a reasonable time it will be brought to the attention of the Transport Manager (if absent the next senior manager) and further discussions will take place. The employee may continue to be represented by the Union.
- (iv) The Transport Manager will provide a response to the employee's grievance within a reasonable time limit. If the matter is not resolved the response will include reasons for not including any proposed remedy.
- (v) The employee may seek leave to have the matter referred to the Industrial Relations Commission.
- (vi) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another area where there is no risk.
- (vii) All employees and parties to this Agreement are to be made familiar with this grievance procedure and are to give an undertaking to observe it.

27. AMENITIES

Proper dressing rooms with adequate facilities including showers with hot and cold water, proper lock-up clothing lockers, facilities for boiling water and heating food, proper lavatory facilities and a dining room with adequate seating and table accommodation for meals will be available at the Company's depots where employees are engaged.

28. AGREEMENT

Year 1

On signing of this agreement, employee's hourly rate will be changed to \$15.6502 /hour in year 1.

This rate includes a 2% increase as agreed.

In addition, employees will work within the parameters of the productivity matrix (refer Appendix 2). Any bonuses will be dependent on the performance of individual employees against the matrix parameters set out.

Year 2

On the first anniversary of the signing of this EBA a further 2% increase will be provided to each employee to bring the new hourly rate to \$15.9632 /hour. The productivity matrix will continue to form part of the EBA for the duration of this EBA.

Employees also give an undertaking that at all times they will endeavour to improve the efficiency of the transport operation and do everything in their power to reduce operating costs to the betterment of the operation overall.

Employees and management will share performance details in regular monthly meetings. The meeting structure will comprise 3 members of staff and 4 members of the employees (The employee members will comprise of 2 drivers from the Moorebank and Bringelly agreement and 2 drivers from the Badgerys Creek agreement). Two of the four employee members (one from each agreement) and one of the staff members will rotate each month on this committee.

The key factor in this approach is to have agreed targets to gauge productivity and efficiency and have a participative management style.

Registered
Enterprise Agreement

29. BORAL'S PURPOSE

The employees and the Company will incorporate into the existing Enterprise Agreement key components of the Boral Purpose Statement.

Boral's Purpose Statement

"Boral's aim is to be a world leader in the building and construction materials industry and a major force in energy in Australia and the Pacific, particularly in the sourcing and distribution of gas".

By:

- Pursuing focused strategies that create and build on competitive advantage.
- Providing customers with better value and service than our competitors.
- Investing in people so that we have the best in our industries.
- Encouraging and implementing innovation to further improve our processes, products and services.

This will then lead to increased and sustainable productivity, which will result in improved competitiveness in the market place.

30. SIGNATORIES

In recognition of their acceptance of the terms and conditions of this Agreement the parties have placed their signatures below as indicated:

Accepted on behalf of Employees.		
Signature UMO Jell		98
1 11/1/1		
Accepted on behalf of The Transport Workers' Union of	of Australia. New South Wales	Branch.
Signature Aleve dutelins	Date 7 . 8 98	,
Witnessed.	Date 7 . 8 . 98	
Accepted on behalf of Boral Bricks Pty Limited.	358_	
Signature J-Jany	Date 28/8/98	
Witnessed & Brancie	Date 28.8.98	Registëred Enterprise Agreement
		Industrial Registrar

APPENDIX 1

Basis of Agreement

- 1. All parties agree to the attached productivity matrix on the basis of individual performance in lieu of team based.
 - All agree that the costs for individuals will be reviewed by the committee and the associated benefits determined for each individual by the committee on a quarterly basis.
 - All information presented to the committee will be on a confidential basis.
 - Employees who perform on a negative basis will be counselled by the committee and if
 necessary suitable training provided to rectify issues. If the employee continues to perform
 below the agreed standards, he will be disciplined in line with normal disciplinary
 procedures.
 - The sum of the benefits will be translated into a weekly bonus for each employee at the end of each quarter.
 - Bonuses are not cumulative.
- 2. Employees agree that rostered days off not taken as at the 30th November of each year will be paid out by the Company on the following basis:
 - Unused days paid at 7.6 hours by the appropriate hourly rate.
 - Rostered days applied for prior to the 30th November for use in the forthcoming December and January period shall not be included in the payout basis.
- 3. Drivers agree to load their vehicles on the following basis:
 - All non-operational yards at all times ie Prospect, Woonona, Gosford.
 - Management will enter into discussions with the drivers prior to changes, wherever such changes may affect them.
- 4. Drivers will participate in training programs to enhance customer service, product knowledge and safety awareness.
- 5. Drivers will strive to achieve zero lost time incidents throughout the term of this agreement.
- 6. Drivers to become fully involved in the reduction of wastage and efficiency improvement to achieve a targeted operating cost of \$40.00/000 units. This to involve regular monthly meetings to review monthly and year to date performance against target. A committee to be formed to review results and all drivers will have some involvement in the committee from time to time.
- 7. The Company agrees to pay a 2% per annum increase on the hourly rate in both year 1 and year 2 of this agreement to each employee for Service Quality.

This encompasses:

- Customer Liaison
- Product Handling/Breakages
- Zero Customer Complaints Transport group overall.
- Product Placement
- Employee Appearance wearing Company uniforms at all times.

s. Registered Enterprise Agreement

Industrial Registrar

APPENDIX 2

Productivity Matrix

Matrix based on individual performance and measured on a quarterly basis

SAFETY				ATTENDANCE - sick			ACCIDENTS &			
		\$/Man/Week		(days)	\$/Man/Week		INCIDENTS		\$/Man/Week	
5	(0.00)	\$	5.92	5.5	\$	17.29	\$	0.00	\$	14.74
\$	7.69	\$	5.33	0.14	\$	15.56	\$	19.16	\$	13.27
\$	15.38	S	4.73	0.28	S	13.83	\$	38.33	\$	11.79
\$	23.08	\$	4.14	0.42	S	12.10	\$	57.49	\$	10.32
\$	30.77	\$	3.55	0.56	\$	10.38	\$	76.66	\$	8.85
\$	38.46	\$	2.96	0.71	\$	8.65	\$	95.82	\$	7.37
\$	46.15	\$	2.37	0.85	S	6.92	S	114.99	S	5.90
\$	53.85	\$	1.78	0.99	S	5.19	\$	134.15	S	4.42
\$	61.54	\$	1.18	1.13	\$	3.46	S	153.32	\$	2.95
\$	69.23	S	0.59	1.27	5	1.73	5	172.48	\$	1.47
\$	76.92	\$	ž.	1.41	\$		\$	191.64	\$	-
\$	84.62	\$	(0.59)	1.48	S	(0.86)	5	210.81	5	(1.47)
S	92.31	\$	(1.18)	1.55	S	(1.73)	\$	229.97	\$	(2.95)
\$	100.00	\$	(1.78)	1.62	\$	(2.59)	\$	249,14	S	(4.42)
\$	107.69	\$	(2.37)	1.69	\$	(3.46)	\$	268.30	\$	(5.90)
\$	115.38	\$	(2.96)	1.76	\$	(4.32)	\$	287.47	\$	(7.37)
\$	123.08	\$	(3.55)	1.83	\$	(5.19)	\$	306.63	S	(8.85)
\$	130.77	\$	(4.14)	1.90	\$	(6.05)	\$	325.80	\$	(10.32)
\$	138.46	\$	(4.73)	1.97	\$	(6.92)	\$	344.96	S	(11.79)
\$	146.15	\$	(5.33)	2.05	\$	(7.78)	\$	364.12	\$	(13.27)
\$	153.85	\$	(5.92)	2.12	\$	(8.65)	\$	383.29	\$	(14.74)

Ma	x
	nievable
\$	37.95
\$	34.16
\$	30.36
5	26.57
\$	22.77
\$	18.98
\$	15.18
5	11.39
\$	7.59
\$	3.80
5	
\$	(2.93)
5	(5.86)
\$	(8.79)
\$	(11.72)
\$	(14.65)
\$	(17.58)
\$	(20.51)
\$	(23.44)
\$	(26.37)
\$	(29.31)

1/3 Saving \$/year team 1/3 Saving \$/year individual Average days absent for team p.a. Average days absent per individual p.a.	\$ 8,000 307.69	\$	23,379 899.18 146.7 5.6
Weighting	15.6%		45.6%
Number of drivers Cost of sick day Cost of O/T coverage Hrs	26	\$ \$	26 118.94 359.17 7.6
Rate/HR normal Rate/Hr D/T Factor Hrs/Load No. loads/sick day		\$ \$	15.6502 31.30 0.33 4.25 2.70



Matrix Item - Safety

Measurement Format

- 1) Take average of past 3 years real cost (excluding Hearing claims and Degenerative claims) and multiply by 1/3 to give zero base amount.
- 2) For each 10% movement in this figure over a 3 month period show total variation brought to an equivalent annual basis ie 3 months annualised figure.
- 3) Take the annualised figure and divide by 52 weeks to give weekly bonus (or in the case of a negative, the negative dollar value). Note, negative values are balanced off against positive results.

Industrial Registrar

Example

Zero base level = \$8,000 p.a. per team.

Therefore, zero base level = \$307.69 p.a. per individual.

10% saving in a 3 month period = \$7.69 per individual

3 month saving annualised => $4 \times \$7.69 = \50.77 (ie 107.63.

Annualised figure (\$30.77) divided by 52 weeks = \$0.59 bonus per week for that quarter. egisteredAnnualised figure (\$30.77) divided by 52 weeks = \$0.59 bonus per week for that quarter. egistered

14

Matrix Item - Attendance

Measurement Format

- 1) Take average of past 2 year's actual attendance record in days and divide by the number of employees to establish base level for this agreement.
- 2) Divide the individuals yearly average absenteeism by 4 to give quarterly value in days per individual.
- 3) Determine variation in days from the base level over a 3 month period.
- 4) Multiple the variance by the double time rate/hr times the 1/3 factor times the hours required to perform the delivery times the number of loads per day.
- 5) Add to 4 above the cost benefit of sick days not taken at the 1/3 factor.
- 6) Annualise this figure and divide by 52 weeks drivers to give weekly bonus (or in the case of a negative, the negative dollar value. Note, negative values are balanced off against positive results.

Example

Zero base level = 146.7 days p.a. per the team

Therefore, zero base level = 5.6 days p.a. per individual

Zero base level = 1.41 days per quarter

Savings or loss based on variation between base level and actual in a quarter ie Difference = Zero base -Actual figure. Therefore, 10% variation = 0.141.

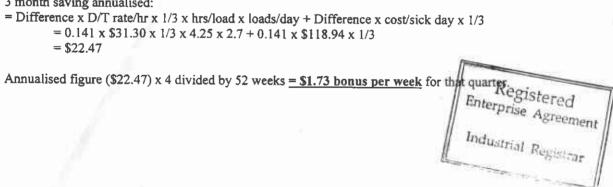
Double time (D/T) rate/hr = \$31.30.

Hours per load average = 4.25

Loads/day = 2.7

Cost per sick day =\$118.94

3 month saving annualised:



Matrix Item - Accidents and Incidents

Measurement Format

- 1) Take past year's real cost (excluding Maintenance costs) and multiply by 1/3 to give zero base amount.
- 2) For each 10% movement in this figure over a 3 month period show total variation brought to an equivalent annual basis ie 3 months annualised figure.
- 3) Take the annualised figure and divide by 52 weeks to give weekly bonus (or in the case of a negative, the negative dollar value. Note, negative values are balanced off against positive results.

Example

Zero base level = \$19,931 p.a. per team.

Therefore, zero base level = \$766.58 p.a. per individual

10% saving in a 3 month period = \$19.16

3 month saving annualised \Rightarrow 4 x \$19.16 = \$76.64 (ie 10% of \$766.58)

Industrial Registrar