

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/42

TITLE: **Boral Transport Agreement 2004**

I.R.C. NO: IRC4/7520

DATE APPROVED/COMMENCEMENT: 19 January 2005 / 1 October 2005

TERM: 33

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/61.

GAZETTAL REFERENCE: 11 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Drivers employed by Boral Construction Materials Group Limited, Clunies Ross Street, Prospect, NSW, 2149, who fall within the coverage of the Boral Transport Ltd NSW Operations Joint Development (State) Award 1996, Transport Industry (State) Award, Transport Industry Quarried Materials, (State) Award.

PARTIES: Boral Construction Materials Group Limited -&- the Transport Workers' Union of New South Wales

BORAL TRANSPORT AGREEMENT 2004

1. Title

- 1.1 This Agreement shall be known as the Boral Transport Agreement 2004.

2. Arrangement

1. Title
2. Arrangement
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3. Purpose

- 3.1 The purpose of this Agreement is to:
- (a) maintain a payment system based on an hourly rate plus the payment of an all up allowance payable (subject to this Agreement) only when a driver is actually at work replacing the traditional basis of ordinary time rates, overtime and penalty rates;
 - (b) maintain a system for rewarding individual driver performance;
 - (c) increase the overall performance of Boral Transport's business and in particular its return on assets employed and its profit after funding; and
 - (d) provide a base of commercial improvement to sustain the improvements in remuneration set out in this Agreement.

4. Application and Parties

- 4.1 This Agreement shall apply to the drivers.

- 4.2 This Agreement shall be binding on:

- (a) Boral;
- (b) The drivers; and
- (c) The union.

5. Start Date and Period of Operation

5.1 This Agreement shall commence to operate on the start date and continue in force thereafter for the term and then in accordance with the Act.

6. Relationship to Parent and Other Instruments

6.1 This Agreement shall be read and construed with the Parent and Other Instruments.

6.2 Where there is an inconsistency between this Agreement and the Parent and Other Instruments or where this Agreement covers a subject matter otherwise covered in the Parent and Other Instruments this Agreement shall apply to the extent of the inconsistency or subject matter covered.

6.3 This Agreement replaces the Boral Transport Limited Agreement 2001..

7. Rates of Pay

7.1 Each driver shall be paid at the hourly rates of pay, for the class of vehicles they drive, as follows:

(a) Operative from the first full pay period on or after 1 October 2004:

(i)	B Double	\$19.72
(ii)	Truck and Dog	\$18.89
(iii)	Quad Dog	\$19.12
(iv)	Trailer	\$18.21
(v)	20 Tonne Trailer	\$16.98

(b) Operative from the first full pay period on or after 1 July 2005:

(i)	B Double	\$20.51
(ii)	Truck and Dog	\$19.65
(iii)	Quad Dog	\$19.88
(iv)	Trailer	\$18.94
(v)	20 Tonne Trailer	\$17.66

(c) Operative from the first full pay period on or after 1 July 2006:

(i)	B Double	\$21.33
(ii)	Truck and Dog	\$20.43
(iii)	Quad Dog	\$20.68
(iv)	Trailer	\$19.70
(v)	20 Tonne Trailer	\$18.37

7.2 A driver shall be paid an "at work" allowance at the rate per hour set out below while actually at work:

At Work Allowance:

(a) Operative from the first full pay period on or after 1 October 2004:

(i)	B Double	\$4.43
(ii)	Truck and Dog	\$4.26
(iii)	Quad Dog	\$4.28
(iv)	Trailer	\$3.94
(v)	20 Tonne Trailer	\$4.17

(b) Operative from the first full pay period on or after 1 July 2005:

(i)	B Double	\$4.44
(ii)	Truck and Dog	\$4.30
(iii)	Quad Dog	\$4.32
(iv)	Trailer	\$4.01

(v) 20 Tonne Trailer \$4.29

(c) Operative from the first full pay period on or after 1 July 2006:

(i) B Double \$4.42
(ii) Truck and Dog \$4.32
(iii) Quad Dog \$4.32
(iv) Trailer \$4.05
(v) 20 Tonne Trailer \$4.38

7.3 Except as provided for in clause 7.4 and 7.5 below:

(a) all penalties and premiums (however termed), overtime payments and all allowances (excluding leading hand allowance, living away from home allowance and travel allowance) are included in and compensated by the:

(i) rates set out in clause 7.1; and
(ii) "at work" allowance in clause 7.2, and

(b) the rates in clause 7.1 and the "at work" allowance in clause 7.2 compensate an employee for working Monday to Saturday inclusive and at any time on those days.

Notation: The rates and "at work" allowance contain within them a payment of one meal allowance per day Monday to Saturday inclusive.

Saturday work will continue to be allocated on the basis of the existing voluntary rosters.

7.4 Each driver who works shift work as defined in the Parent and Other Instruments shall be paid per hour worked in addition to the amounts set out in clause 7.1 and 7.2 the following amounts:

Permanent Night Shift

(a) Operative from the first full pay period on or after 1 October 2004:

(i) B Double \$4.01
(ii) Truck and Dog \$3.85
(iii) Quad Dog \$3.89
(iv) Trailer \$3.71
(v) 20 Tonne Trailer \$3.46

(b) Operative from the first full pay period on or after 1 July 2005:

(i) B Double \$4.15
(ii) Truck and Dog \$3.98
(iii) Quad Dog \$4.03
(iv) Trailer \$3.84
(v) 20 Tonne Trailer \$3.58

(c) Operative from the first full pay period on or after 1 July 2006:

(i) B Double \$4.30
(ii) Truck and Dog \$4.12
(iii) Quad Dog \$4.17
(iv) Trailer \$3.97
(v) 20 Tonne Trailer \$3.71

Permanent Afternoon Shift

(a) Operative from the first full pay period on or after 1 October 2004:

(i)	B Double	\$2.34
(ii)	Truck and Dog	\$2.24
(iii)	Quad Dog	\$2.27
(iv)	Trailer	\$2.16
(v)	20 Tonne Trailer	\$2.02

(b) Operative from the first full pay period on or after 1 July 2005:

(i)	B Double	\$2.42
(ii)	Truck and Dog	\$2.32
(iii)	Quad Dog	\$2.35
(iv)	Trailer	\$2.24
(v)	20 Tonne Trailer	\$2.09

(c) Operative from the first full pay period on or after 1 July 2006:

(i)	B Double	\$2.51
(ii)	Truck and Dog	\$2.40
(iii)	Quad Dog	\$2.43
(iv)	Trailer	\$2.31
(v)	20 Tonne Trailer	\$2.16

7.5 Each driver who works on a:

(a) Sunday shall be paid per hour worked in addition to the amounts set out in clause 7.1 and 7.2:

Operative from the first full pay period on or after 1 October 2004:

(i)	B Double	\$13.38
(ii)	Truck and Dog	\$12.82
(iii)	Quad Dog	\$12.98
(iv)	Trailer	\$12.36
(v)	20 Tonne Trailer	\$11.52

Operative from the first full pay period on or after 1 July 2005:

(i)	B Double	\$13.85
(ii)	Truck and Dog	\$13.27
(iii)	Quad Dog	\$13.43
(iv)	Trailer	\$12.79
(v)	20 Tonne Trailer	\$11.92

Operative from the first full pay period on or after 1 July 2006:

(i)	B Double	\$14.33
(ii)	Truck and Dog	\$13.73
(iii)	Quad Dog	\$13.90
(iv)	Trailer	\$13.24
(v)	20 Tonne Trailer	\$12.34

(b) Public Holiday as defined in the Parent and Other Instruments shall be paid per hour worked in addition to the amounts set out in clause 7.1 and 7.2:

Operative from the first full pay period on or after 1 October 2004:

(i)	B Double	\$20.07
(ii)	Truck and Dog	\$19.23
(iii)	Quad Dog	\$19.47

(iv)	Trailer	\$18.53
(v)	20 Tonne Trailer	\$17.28

Operative from the first full pay period on or after 1 July 2005:

(i)	B Double	\$20.77
(ii)	Truck and Dog	\$19.90
(iii)	Quad Dog	\$20.15
(iv)	Trailer	\$19.18
(v)	20 Tonne Trailer	\$17.88

Operative from the first full pay period on or after 1 July 2006:

(i)	B Double	\$21.50
(ii)	Truck and Dog	\$20.60
(iii)	Quad Dog	\$20.86
(iv)	Trailer	\$19.85
(v)	20 Tonne Trailer	\$18.51

Notation: The rates in this clause are not cumulative with:

- (a) each other and a driver is only entitled to the Public Holiday rate when a Public Holiday falls on a Sunday; and
- (b) the rates set out in clause 7.4 and a driver who works shift work on a Sunday or Public Holiday is only entitled to the Sunday rate or the Public Holiday rate and not the shift rate in clause 7.4.

7.6

- (a) Subject to this Agreement, whenever there are insufficient drivers ready willing and able to drive, Monday to Saturday inclusive, to meet the needs of the business Boral may serve a 'Failure to Meet Business Needs' notice on the Union to that effect stating the details of the failure.
- (b) If during the nominal term Boral serve three 'Failure to Meet Business Needs' notices Boral may serve an 'All-Up Rate Regression Notice' on the Union.
- (c) Three days after serving an 'All-Up Rate Regression Notice' on the Union clauses 7.1, 7.2, 7.3, 7.4, 7.5, 7.6 and 8.1 shall no longer apply and in lieu thereof:
 - (i) the rates of pay in Schedule "C" shall apply for all ordinary hours worked; and
 - (ii) the relevant provisions of the Parent and Other Instruments shall apply.

8. Hour of Work

- 8.1 For the purposes of clause 10 and any Industrial Legislation the 'ordinary hours of work' shall be 7.6 hours a day Monday to Friday inclusive totalling 38 hours a week.
- 8.2 Boral may direct a driver to commence work:
 - (a) between 5.00 am and 7.00am each morning subject to notifying the driver of their start time before the drivers rostered finish time on the previous working day; or
 - (b) after 7.00 am each morning subject to giving the driver seven days notice.
- 8.3 To avoid any doubt no penalty or premium shall be paid to drivers commencing work between 5.00 am and 7.00 am.

9. Sign on Payment

9.1 In consideration for:

- (a) the period of time that has elapsed since the drivers received an increase in remuneration; and
- (b) the commencement date of this Agreement,

each driver shall be paid the amount of \$700.00 (before tax) at the start date.

10. Superannuation

10.1 Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Industry Supervision Act 1993 (Cth), the Superannuation (Resolution of Complaints) Act 1993 (Cth), and s124 of the Industrial Relations Act 1996. This legislation, as varied from time to time, governs our superannuation rights and obligations.

11. Performance Appraisal and Bonus

11.1 On the last day of each performance appraisal period Boral shall undertake a performance appraisal for each driver using the criterion set out in Schedule "A" and determine how in its opinion each driver has performed.

11.2 Based on the assessment in clause 11.1, Boral shall categorise each driver as:

- (a) unsatisfactory;
- (b) improvement required;
- (c) satisfactory;
- (d) frequently exceeds satisfactory standard; or
- (e) excellent.

11.3 Boral shall discuss with each driver their assessment and the category they were placed in.

11.4 If Boral believe that there is room for improvement in a drivers performance they will discuss this with the driver concerned and take such action as they see appropriate.

Notation: A driver may have a delegate or co-delegate present during these discussions.

11.5

- (a) Subject to clause 11.5 (c):
 - (i) each driver will be paid within three weeks of the end of each performance appraisal period a bonus which shall not be less than 1.0 % of their quarterly earnings;
 - (ii) the average amount paid to all drivers in accordance with this clause will not be any less than 2.5 % of the sum of all of the drivers quarterly earnings; and
 - (iii) no driver shall receive a bonus exceeding 5.0% of their quarterly earnings unless the amount exceeding the 5.0% is in addition to the average amount arising from clause 11.5 (b).
- (b) In addition to the bonus ascertained from clause 11.5 (a) each driver who works more than 50% of the Saturdays in a performance appraisal period as and when required by Boral will be paid a further bonus which shall be determined by:
 - (i) establishing a Saturday bonus pool for the total amount of bonuses equivalent to 1.5% of the sum of all of the drivers quarterly earnings; and then

- (ii) dividing the Saturday bonus pool between the eligible drivers proportionally to the number of Saturdays each driver worked in the performance appraisal period.
- (c) Whenever the bonus precondition is not met by a driver, their bonus paid in accordance with clause 11.5 (a) will be reduced by 50% for each such occasion.

12. At Work Allowance Paid for Some Purposes

- 12.1 Despite any thing else in this Agreement the "at work allowance" set out in clause 7.2 shall be paid for the following purposes:
- (a) clause 10.1;
 - (b) taking a rostered days off; and
 - (c) taking a Public Holiday (as defined in the Parent and Other Instruments).

13. Renegotiations, Safety Net & No Extra Claims

- 13.1 The parties will commence discussion no later than six months before the end of the nominal term on whether any agreement should replace this Agreement and if so its terms.
- 13.2 If the parties decide not to continue with the arrangements set out in clauses 7 and 11 of this Agreement then the ordinary hourly rates of pay that operated before this Agreement came into force will be increased by 12% and become the ordinary hourly rates of pay and will operate from the last day of the term (unless otherwise agreed) until varied by agreement or by the Commission.
- 13.3 To avoid any doubt, the rates referred to in clause 13.2 are set out in Schedule "B".
- 13.4 The Union undertakes not to pursue any further claims for improvements in remuneration of conditions of employment for the nominal term.

14. Casual Employees

- 14.1 Casual drivers employed by Boral shall be paid all of the rates set out in clause 7 of this agreement except the 'at work allowance' set out in clause 7.2 and in lieu thereof the provisions for overtime in the Parent and Other Instruments shall apply.
- 14.2 To avoid any doubt a casual driver shall be paid a 15% casual loading in addition to the rates set out in clause 7.1.

15. Disputes Procedure

- 15.1 The following steps must apply in the following order for resolution of a dispute. For each step, the next step may 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 initial discussion should be dealt with the depot manager;
 - (c) if the matter is not resolved at this level, the driver and the union delegate(s) should approach a 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* of the EBA Committee to attempt to resolve the dispute;

- (f) if the issue remains unresolved, the matter may be referred to the NSW Industrial Relations Commission for conciliation/arbitration, (either party may refer a dispute to the NSW Industrial Relations Commission at any time during the process); and
- (g) while the above procedure is being followed and until the matter is resolved there must be no industrial action of any kind by each driver, Boral or the Union.

* 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.

16. Allocation of Work

16.1 Boral acknowledges and agrees that:

- (a) quarry work will be allocated in the morning to company vehicles first and then to haulier; Monday to Friday inclusive;
- (b) quarry work on a Saturday will be allocated on a one (company vehicle) for one (haulier vehicle) basis subject to:

having allocated the number of vehicles needed; and

the company deciding which company vehicles are required,
- (c) afternoon work (performed in what traditionally was considered overtime hours) will be allocated on the basis of the arrival of vehicles at the weighbridge until work is concluded;
- (d) (to avoid any doubt) the provisions in (a), (b) and (c) are subject to the driving hours laws; and
- (e) they will monitor the arrival of vehicles back to a weighbridge and if any vehicle is found to have 'jumped the queue' Boral will take appropriate action against the driver of that vehicle.

17. Rate for Leave

17.1 Whenever a driver enters a period of leave arising from the Parent and Other Instruments or Industrial Legislation they shall be paid at the rates set out in Schedule "C".

18. Dictionary

18.1 In this Agreement the following words and terms in the left hand column shall have the meaning given to them in the right hand column:

Boral	Boral Construction Materials Group Limited
Boral Transport	Boral Transport Limited
Driver(s)	Each and every driver employed by Boral: (a) to work out of a depot or yard operated by Boral Transport; and (b) whose terms and conditions of employment are regulated by the parent awards
Start Date	1 October 2004

Term	two years and nine months from the start date less the period of days from 1 October 2004 to the start date
Union	the Transport Workers' Union of Australia NSW Branch
Parent Awards	Transport Industry (State) Award and the Transport Industry Quarried Materials (State) Award
Parent and Other Instruments	the parent awards and the Boral Transport Ltd NSW Operations Joint Development Award 1996 and the Joint Development Agreement EBA 1994 Award
depot or yard operated by Boral Transport	Emu Plains, Port Kembla, Doyalson, Queanbeyan, Greystanes and the Blue Circle Bulk operations
Act	the <i>Industrial Relations Act 1996</i>
EBA Committee	2 representatives from each depot, management representatives and the TWU organiser
Bonus Precondition	to participate in yard and/or union meetings outside working hours and with a minimum of 24 hours notice for any such meeting
Industrial Legislation	the <i>Workers Compensation Act</i> , the <i>Annual Holidays Act 1944</i> , the <i>Long Service Leave Act 1955</i>
Driving Hours Laws	refer relevant regulations
Performance Appraisal Period	July to September, October to December, January to March and April to June
Quarterly Earnings	the wages paid to a driver in the relevant performance appraisal period excluding any allowances, payments made in accordance with clause 7.4 or 7.5 of this Agreement and payments made to drivers entering a period of leave arising from the Parent and Other Instruments or Industrial Legislation

SCHEDULE A

Objective

1. Availability

Sick leave; (Any day before or after a weekend, RDO or a public holiday) Available for Saturday, Sunday and outside normal hours when required

2. LTI's

Any lost time injury

3. MTI's

Any medically treated injury

4. Major Vehicle accidents

Any accident as defined by QA manual that is due to or substantially due to driver error or neglect

5. Complaints and Accidents

Minor accidents as defined by QA manual that are due to or substantially due to driver error or neglect
Verified customer complaints, Verified public complaints

6. Driving Performance

Fleetcom downloaded as required
Over speed (eg travelling at greater than 106km/hr for more than 40 seconds)
Compliance with driver breaks

7. Paperwork

Completed as per QA manual on a daily basis
Use of 2-way radio and Archipelago System

8. Productivity

Measuring the earnings of a drivers vehicle against the earnings of other drivers vehicles of a similar configuration

Subjective

1. Presentation

Truck cleanliness
Uniform - driver will wear the uniform and will be presentable at all times during working hours
Acts in a professional and ethical manner

2. Complies with Boral Policies

Environmental
OH & S (in particular entry and exit of trucks)
Smoking policy
Wear Personal Protective Equipment

3. Communication

Encourages open communication that allows issues to be raised easily
Treats those around him with respect and empathy
Has effective, polite and timely communication with allocators

4. Change management

Solves problems effectively
Works actively to improve performance
Displays initiative and a sense of responsibility to get on with the job

5. Business focus

Demonstrates a strong customer focus
Identifies ways of improving doing business and new business opportunities for Boral

SCHEDULE B

(a)	B Double	\$22.08
(b)	Truck and Dog	\$21.16
(c)	Quad Dog	\$21.42
(d)	Trailer	\$20.39
(e)	20 Tonne Trailer	\$19.02

SCHEDULE C

First Year of the Term

(a)	B Double	\$19.72
(b)	Truck and Dog	\$18.89
(c)	Quad Dog	\$19.12
(d)	Trailer	\$18.21
(e)	20 Tonne Trailer	\$16.98

Second Year of the Term

(a)	B Double	\$20.51
(b)	Truck and Dog	\$19.65
(c)	Quad Dog	\$19.88
(d)	Trailer	\$18.94
(e)	20 Tonne Trailer	\$17.66

Third Year of the Term

(a)	B Double	\$21.33
(b)	Truck and Dog	\$20.43
(c)	Quad Dog	\$20.68
(d)	Trailer	\$19.70
(e)	20 Tonne Trailer	\$18.37

SCHEDULE D

This schedule includes the points allocation schedule for the objective and subjective measures and an example of the expected bonus calculation sheet required to be presented to each driver each quarter

Boral Transport Southern Region EBA 2004

Objective points Allocation

Objective Measure	Points Allocation
Availability Sick leave (Any day before of after a weekend, RDO or a public holiday. Available for Saturday, Sunday and outside normal hours when required).	Maximum 10 points Deduct 2 points for every breach
LTI's Any lost time injury.	Maximum 20 points Deduct all 20 points in the event of an LTI
MTI's Any medically treated injury.	Maximum 10 points. Deduct 10 points fore each medically treated injury
Major Vehicle Accidents Any accident as defined by QA that is due to or substantially due to driver error or neglect.	Maximum 20 points Deduct all 20 points in the event of a MVA
Complaints and Accidents <ul style="list-style-type: none"> • Minor accidents as defined by QA manual due to or substantially due to driver error or neglect. • Verified customer complaints • Verified public complaints 	Maximum 10 points Deduct 5 point for each breach.
Driving Performance Fleetcom download as required Over speed (eg. Traveling at greater than 106km.hr)	Maximum 10 points Deduct 2 point for each breach.

for more than 40 seconds, compliance with driver breaks).	
Paperwork Completed as per QA manual on a daily basis. Use of 2-way and Archipelago System.	Maximum 20 points Deduct 2 points for each breach.
Productivity Measuring the earnings of a driver's vehicle against the earnings of other driver's vehicles of a similar configuration.	Allocate trucks evenly within each group with the best performing vehicle getting 20 points and the lowest performing vehicle getting 0 points.

Boral Transport Southern Region EBA 2004

Subjective points Allocation

Subjective Measure	Points Allocation
Presentation Truck cleanliness Uniform - Driver will wear uniform and will be presentable at all times during working hours Acts in a professional and ethical manner	Rating 20 points for outstanding performance 10 points for satisfactory performance Manager will rate between 0 and 20.
Complies with Boral Policies Environmental OH&S (in particular entry and exit of trucks Smoking policy Wears Personal Protective Equipment	Rating 20 points for outstanding performance 10 points for satisfactory performance Manager will rate between 0 and 20
Communication Encourages open communication that allows issues to be raised easily Treats those around him with respect and empathy Has effective, polite and timely communication with allocators	Rating 20 points for outstanding performance 10 points for satisfactory performance Manager will rate between 0 and 20.
Change Management Solves problems effectively Works actively to improve performance Displays initiative and a sense of responsibility to get on with the job	Rating 20 points for outstanding performance 10 points for satisfactory performance Manager will rate between 0 and 20.
Business Focus Demonstrates a strong customer focus Identifies ways of improving doing business and new business opportunities for Boral	Rating 20 points for outstanding performance 10 points for satisfactory performance Manager will rate between 0 and 20.

Employee Bonus Calculation Sheet

Depot:

Period:

Employee:

Saturday Bonus

Bonus Percentage	
Total of Bonus Pool	
Cumulative Saturdays worked	
Eligible Saturdays worked	
Average Saturday Value	

Max Sats	
You Worked	
Your Bonus	

Participating drivers	
Bonus paid out	
Variance	

KPI Indicators - Entire Depot

Total wages paid	
Bonus percentage	
Total of Bonus pool	
Amount paid out	
Variance	
No of Drivers	

Rating	No of Drivers	% of Drivers
A		
B		
C		
D		
E		
Total		

Personal KPIs

Objective Measure

Subjective Measures

	Availability	LTI's	MTI's	MVA breaches	C&A breaches	DP breaches	P/work breaches	Product. Points	Prentsen-tation	Boral Policies	Communi-cation	Change Manage-	Business Focus
Breaches													
Points													

Objective Points

Subjective Points

Total Points

Your Classification

Wages used for Classification

KPI Bonus

Total Bonus

Includes the Saturday bonus shown above

Made this day of 1 October 2004 as an Enterprise Agreement to be approved under the Industrial Relations Act 1996 as amended.

For and On Behalf of Boral Construction Materials Group Limited

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For and On Behalf of the Transport Workers Union of Australia NSW Branch

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