

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/255

**TITLE:** **Boral Country Drivers Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/1793

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 10 October 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA05/13.

**GAZETTAL REFERENCE:** 28 July 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Boral Resources Country Pty Ltd., located at Clunies Ross Street, Prospect NSW 2148, who are engaged as drivers at its Northern, Western, Hunter and Southern Concrete Plants & Quarries in New South Wales, who fall within the coverage of the Boral Resources (Country) Pty Ltd Transport Industry (State) Award.

**PARTIES:** Boral Resources (Country) Pty Ltd -&- the Transport Workers' Union of New South Wales

# **BORAL COUNTRY DRIVERS ENTERPRISE AGREEMENT 2005**

## **1. TITLE**

1.1 This Agreement shall be known as the Boral Country Drivers Enterprise Agreement 2005.

## **2. CONTENTS**

2.1 This Agreement is arranged as follows:

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## **3. APPLICATION AND PARTIES**

3.1 This Agreement (and subject to clause 5, Relationship to Parent Award) operates to the exclusion of any other award or enterprise agreement whether made before or after the operation of this Agreement and shall apply to the drivers.

3.2 This Agreement shall be binding upon:

- (a) Boral; and
- (b) the drivers; and
- (c) the Union.

#### **4. START DATE AND PERIOD OF OPERATION**

4.1 This Agreement shall commence from the start date (10.10.2005) and shall remain in force for the nominal term as per clause 33.1 and thereafter in accordance with the Act.

#### **5. RELATIONSHIP TO PARENT AWARD**

5.1 This Agreement shall be read in conjunction with the Parent Award, the Boral Resources (Country) Pty Ltd (State) Award. If this Agreement is inconsistent with or deals with a matter dealt with in the Parent Award, this Agreement shall prevail to the extent of the inconsistency or matter dealt with.

#### **6. OBJECTIVES OF AGREEMENT**

6.1 The aim of this Agreement is to improve productivity and flexibility and to achieve total customer satisfaction through world best practice.

6.2 To ensure that this is achieved Boral and the drivers will:

- (a) improve customer focus; and
- (b) emphasise support for all people who work for Boral; and
- (c) encourage continuous improvement in all facets of the business; and
- (d) develop flexibility and teamwork.

6.3 This Agreement supports these objectives by outlining the key elements whereby drivers can contribute to this process, namely:

- (a) commitment to a safe workplace; and
- (b) operating a wider variety of vehicles in a broader range of applications; and
- (c) batching concrete; and
- (d) taking concrete samples on site; and
- (e) individual commitment and responsibility for work performed; and
- (f) on-going development of drivers' skills; and
- (g) maintenance of a continuous improvement culture; and
- (h) teamwork with plant personnel; and
- (i) drivers' maintaining their vehicles.

6.4 This Agreement reflects not only changes in working arrangements but also a changing attitude towards work, which will result in improved customer service.

6.5 These outcomes will be attained by training and work experience to enable all drivers to achieve, contribute to and gain greater reward from their employment with Boral.

## **7. WORKING HOURS**

7.1 The ordinary hours of employment shall be 38 hours per week.

7.2 Ordinary hours under this Agreement may be worked between the hours of 6.00am to 6.00pm Monday to Friday.

7.3 Current depot times will remain but can be changed by agreement between all parties.

## **8. LEAVE**

8.1 Annual Leave

- (a) The Christmas period through to February often involves lower customer demand, and if as a result less trucks are utilised and if insufficient volunteers are available, Boral will require drivers to take annual leave at this time in accordance with the provisions of the Annual Holidays Act, provided that such drivers have sufficient accrued leave.

8.2 Leave Reductions

- (a) Boral reserves the right to direct a driver 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 pro rata and accrued).
  - Long service leave – hold a maximum bank of 12 weeks.

## **9. INTERSITE FLEXIBILITY**

9.1 Drivers may be required to work out of any plant at short notice, to meet the needs of Boral's customers.

9.2 At the commencement of employment each driver will be directed to work in a designated zone of concrete plants operated by Boral (hereinafter referred to as "**the designated area**"). This designated area will be agreed to with each driver in their letter of offer and will be placed on their personnel file.

9.3 Drivers may be directed by Boral to transfer to any plant operated by Boral 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 kilometre rate will be paid @ \$0.71/km for the excess distance the driver is required to travel.

9.4 The designated area is determined by the relevant/local area manager's area of responsibility.

## **10. DRIVERS DUTIES**

10.1 All drivers may be required to drive and perform service work (see Schedule B) on all classes of vehicle operating in Boral Country Concrete & Quarries' concrete plants and quarries. Where a

driver is not competent to drive or service a particular vehicle the company will provide training as necessary to ensure that driver becomes competent to safely perform such tasks on the vehicle. In addition, drivers will be trained to competently and safely batch concrete.

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

10.3 A driver's duties include:

- (a) Completion of the pre start up check list (allowable time 15 minutes); and
- (b) Completion of the Driver's Daily Worksheet; and
- (c) Reporting any "unroadworthy" items immediately; and
- (d) Accurate recording of time sheets; and
- (e) Accurate recording of Daily Fuel Reports; and
- (f) Compliance with Boral's Quality Assurance Procedure in mixing and delivery of concrete and loading and delivery of raw materials; and
- (g) Compliance with all statutory and company requirements in regards to mass weight limits; and

(It is the driver's responsibility to ensure that the gross vehicle mass complies with the law as legislated from time to time. Trucks should be loaded to legal capacity. Any costs incurred by the driver to check the weight of the vehicle will be reimbursed by Boral on production of receipt of expenditure. If infringed for an overload breach, Boral must be notified immediately. Boral will pay overload fines.)

- (h) Compliance with all road regulations; and
- (i) Ensuring the truck and driver's appearance meets company standards; and
- (j) Reporting back to Dispatch any customer requirements or complaints; and
- (k) Correcting the operation of two-way radios, CB units and mobile telephones; and
- (l) Stacking and squaring aggregates to template where required and covering as required; and
- (m) Spreading and stockpiling where required; and
- (n) Cleaning of yards and site amenities; and
- (o) Accurate slumping; and
- (p) Abiding by all company policies, which may be updated from time to time.

10.4 On an as required basis Drivers will assist by:

- (a) Driving all classes of vehicles; and
- (b) Driving Front End Loaders; and

- (c) Concrete Batching; and
- (d) Assisting in maintenance; and
- (e) Servicing of vehicles and agitators; and
- (f) General yard duties; and
- (g) Preparing dispatch docket;

but drivers will not be required to carry out tasks that require a trade qualification. If the driver and Boral are in agreement and the driver has the correct trade qualification then the driver will be paid the relevant hourly rate.

10.5 Concrete and Quarry Operations Duties List may include:

<u>Concrete</u>	<u>Quarries</u>
Concrete batching	Weighbridge/dispatch
Concrete testing	Haul truck driving
Dispatch duties	Sales loader
Front-end loader driving	Face loader
Servicing of vehicles/agitators	Plant operator – fixed/mobile
General maintenance	Laboratory duties
	General maintenance

**11. DRIVERS' CORE OBLIGATIONS**

11.1 Drivers employed under this Agreement will perform their work and anything connected with the performance of their work:

- (a) with due care and skill and in a proper, thorough and co-operative manner;
- (b) safely, and in accordance with Boral's safety requirements;
- (c) in accordance with any day to day directions given by Boral;
- (d) in accordance with any written direction, procedure or other specifications provided by Boral to the driver relating to the performance of the driver's work or anything connected with it;
- (e) in accordance with Boral's Values;
- (f) using his/her best efforts to promote Boral's business;
- (g) without jeopardising or damaging Boral's business; and
- (h) in compliance with all relevant laws.

## **12. WAGES**

12.1 Subject to clause 13 of this Agreement, drivers will be paid the weekly rates of pay outlined in Schedule A, Table 1 to this Agreement.

## **13. 'WAGES SACRIFICE' IN RETURN FOR INCREASED EMPLOYER FUNDED SUPERANNUATION**

13.1 A permanent driver may elect to forgo receiving part of his/her weekly ordinary time rate of pay in return for increased employer funded superannuation by completing the appropriate election form.

13.2 Having made a wages sacrifice election in accordance with this clause, the driver will have his/her weekly ordinary time rate of pay reduced by the relevant elected amount except when:

- (a) overtime is worked in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the payment for overtime;
- (b) calculating annual leave loading, in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the said allowances;
- (c) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the payment those payment upon termination; or
- (d) calculating the minimum statutory Superannuation Guarantee contribution, in which case the relevant pre election weekly ordinary time rate of pay will apply for the purposes of calculating the said contribution.

13.3 If a driver has made an election in accordance with this clause Boral will provide the driver with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.

13.4 Having made an election in accordance with this clause the driver may cease or vary his/her election by completing a further election form to have prospective effect on and only on 1 January or 1 July each year.

13.5 Despite anything else in this clause, if a driver has made an election in accordance with this clause:

- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon Boral than those applicable at the commencement of the operation of this clause then Boral may serve a notice upon the driver of its intention to cease the wages sacrifice for the driver and upon the first full pay period to commence on or after the service of the notice the driver's wages sacrifice election shall cease to operate;
- (b) the driver enters a period of leave without pay the driver's wages sacrifice election will be suspended for the period of such leave;
- (c) during any period when the driver is injured or incapacitated and in receipt of workers' compensation payments, Boral will continue to provide the driver with employer funded superannuation contributions in the amount elected while the driver is still employed by Boral, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the driver's injury or incapacitation; or

- (d) the driver must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1946 (Cth).

#### **14. CALL BACK**

- 14.1 A driver who is called back to work after leaving the workplace will be paid a minimum payment of three (3) hours at double the ordinary rate of pay.

#### **15. ALLOWANCES**

- 15.1 The following allowances in the Parent Award do not apply to drivers under this Agreement:

- (a) slump allowance; and
- (b) paid crib break (20 minutes); and
- (c) collection of monies.
- (d) truck and dog productivity payment. These are now included in hourly rates as per Schedule A, table 1.

- 15.2 The following allowance is payable under this agreement. Each driver will be paid a “marketing allowance” of \$10 per week to report back potential projects to sales staff, and conduct themselves in a professional manner whilst on site. This allowance will be \$10 in the first year, \$10.40 in year 2, and \$10.80 in year 3.

#### **16. ROSTERED DAYS OFF (“RDO”)**

- 16.1 Up to a maximum of 6 RDO’s may be accrued throughout the year, which may be cashed out at Christmas time, at ordinary rates of pay.
- 16.2 A driver may still opt to take RDO’s as they fall due, and not participate in the cash out offer. The RDO is to be taken by mutual agreement within 7 days of the RDO falling due.
- 16.3 Drivers may participate in 16.1 and 16.2 as above and may carry a maximum of 3 RDO’s beyond the Christmas period into the next calendar year.

#### **17. SICK LEAVE**

- 17.1 Any driver who takes no more than two (2) days sick leave in any calendar year will receive a bonus payment equivalent to three (3) ordinary days pay at the end of the calendar year.
- 17.2 A driver who takes sick leave on either side of a public holiday or a period of annual leave is required to provide a medical certificate to Boral as proof of the driver’s illness or incapacity.
- 17.3 Except for 17.2 above, a driver is required to provide a medical certificate to Boral as proof of the driver’s illness, for sick leave in excess of two (2) consecutive days.

#### **18. PAYMENT OF WAGES**

- 18.1 Drivers will be paid their wages weekly by way of electronic funds transfer.



## **19. LENGTH OF SERVICE**

19.1 Boral Country Concrete & Quarries has a stable and loyal workforce. To recognise the dedication of our employees a Long Service Recognition program has been put in place. The program recognises significant milestones reached by our people throughout their working life. Upon passing each phase employees will receive a suitable recognition award.

19.2 The significant milestones of employment are in accordance with the following full-time and continuous years of service:

5 years	Recognition of Service Plaque
10 years	Recognition of Service Plaque and \$200 Gift Voucher
15 years	Recognition of Service Plaque
20 years	Recognition of Service Plaque
25 years	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	Recognition of Service Plaque
35 years	Recognition of Service Plaque and \$750 Gift Voucher
40 years	Recognition of Service Plaque

## **20. TRAINING**

20.1 All drivers will undertake training and education as required by Boral. Such training will be conducted in normal working hours.

20.2 Boral will ensure that an equal opportunity to train is given to all drivers under this Agreement.

20.3 Training may include, but not be limited to:

- (a) Job skills as drivers and plant operators in Concrete and Quarry Operations; and
- (b) OH&S; and
- (c) Environmental; and
- (d) Communication skills; and
- (e) Customer Service and Feedback; and
- (f) Continuous Improvement; and
- (g) The Drivers Responsibility; and
- (h) Multi-skilling; and
- (i) First Aid.

## **21. OCCUPATIONAL HEALTH AND SAFETY**

- 21.1 Boral, the Union and drivers recognise that Occupational Health and Safety is comprehensively regulated by relevant Occupational Health and Safety Legislation in New South Wales.

## **22. ENVIRONMENT**

- 22.1 All drivers will maintain and comply with license conditions consistent with each site's Environmental and Protection Authority Licence and Local Government Environmental Guidelines.

## **23. ISSUE RESOLUTION PROCEDURE**

- 23.1 The following procedure will apply for the resolution of any issue:

- (a) Any driver (accompanied by a third party if he/she so wishes) having any issue will discuss the matter with their immediate manager/supervisor who will take prompt action to investigate the matter and endeavour to resolve it.
- (b) If the matter is not resolved at this level it will be referred to the Area Manager/Regional Manager who will also take prompt action to resolve the issue.
- (c) Should the matter still remain unresolved the driver, the Union Delegate, the Plant Manager/Supervisor and the Area Manager/ Regional Manager will meet to resolve the issue.

Note: All efforts should be made to resolve the matter at steps (a), (b) and (c).

- (d) 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 Boral.
- (e) If the matter cannot be resolved by the parties nominated, the matter will be referred to the Industrial Relations Commission of New South Wales.
- (f) Until the matter is resolved in accordance with the above procedure, no industrial action will be taken and work will continue normally.
- (g) Neither party will be prejudiced in the final settlement of the matter because work is continuing in accordance with this clause.

## **24. REVIEW OF AGREEMENT**

- 24.1 The parties agree to review this Agreement on 10 October, 2008.
- 24.2 The review will examine the operation of the Agreement and any changes to be made for future agreements and whether the parties will enter into further agreements.

## **25. STAFF TO FILL IN ON AN AS REQUIRED BASIS**

- 25.1 Salaried employees may perform award work where award employees are unavailable and all other avenues have been exhausted and the needs of the business require such work to be performed in urgent or emergency situations subject to shifts, competence and training and the induction of the employee.

**26. OVERTIME**

26.1 Where there is a requirement by Boral to work additional overtime and the permanent employees, contractors (outside the conditions of contract) and casuals have declined the offer, then Boral reserves the right to use whatever labour is required to meet the needs of the business.

**27. REDUNDANCY**

27.1 If Boral decides that a driver's position is redundant and the driver's employment is then terminated, Boral will pay to the driver the following redundancy pay:

(a) If the driver is under 45 years of age:

Less than 1 year's service	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 week's pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and less than 7 years	16 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

(b) If the driver is 45 years of age or over:

Less than 1 year's service	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 week's pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and less than 7 years	20 weeks' pay

and thereafter two weeks pay per year of service up to a maximum payment of 52 weeks' pay.

**28. CLOTHING ISSUE**

28.1 The minimum clothing issue for all drivers is as follows:

<b>Items</b>	<b>Issue Number</b>
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Shirts – long sleeve (hi visibility)	3 per year
Socks	3 pairs per year
Short/Long pants	any combination of short or long pants to a maximum of 3 items (eg. 2 short, 1 long; 3 long; 3 short, etc)
Jacket (hi visibility)	1 every 2 years
Windcheater/Sloppy Joe (hi visibility)	1 per year
Overalls	As required by site agreement
Hat (Tanami standard)	1 per year
Boots	Replacement as required on fair wear and tear

28.2 All drivers must receive their clothing issue by October 30 each year.

28.3 Other than clothing being issued as outlined above, clothing can be replaced on a reasonable wear and tear basis.

## **29. EMPLOYEE DEVELOPMENT PROGRAM**

### 29.1 Road Transport and Distribution

- (a) Drivers (including new employees) who have not completed the qualification of “Certificate 3 Level – Road Transport and Distribution” (“**RTD Certificate 3**”) may enroll in the RTD Certificate 3 training program.
- (b) Subject to (c) below, Boral will pay a \$500 bonus to a driver who successfully completes section 1 of the RTD Certificate 3. Boral will pay a further \$500 bonus to a driver who successfully completes section 2 of the RTD Certificate 3.
- (c) To be eligible for payment of the bonuses in (b), full-time and part-time employees must have completed at least 6 months continuous service and casual employees must have completed 988 ordinary hours in the 12 months prior to completion of the qualification.

### 29.2 Driver Training Course

- (a) Drivers (including new employees) who have not completed the Driver Training Course, Stage 1, Modules 1-5, may enroll to complete this qualification.
- (b) Subject to (c) below, Boral will pay a \$300 bonus to a driver who successfully completes the qualification, provided the course is completed by 10 October 2006.
- (c) To be eligible for payment of the bonus in (b), full-time and part-time employees must have completed 6 months service and casual employees must have completed 988 ordinary hours in the 12 months prior to completion of the qualification.

29.3 Batcher Training Course

- (a) Drivers (including new employees) who have not completed the Batcher Training Course may enroll to complete this qualification.
- (b) Subject to (c) below, Boral will pay a \$300 bonus to a driver who successfully completes the qualification, provided the course is completed by 10 October 2007.
- (c) To be eligible for payment of the bonus in (b), full-time and part-time employees must have completed 6 months' service and casual employees must have completed 988 ordinary hours in the 12 months prior to completion of the qualification.

29.4 If a driver, through no fault of his or her own, is unable to complete planned training required for a particular qualification, the bonus for that qualification will still be paid by Boral.

**30. FIRST AID ALLOWANCE**

30.1 Drivers who are the nominated First Aid Officer in each yard will be paid an allowance of \$3.50 per day, for each day worked.

30.2 Each yard will have a maximum of two (2) First Aid Officers. One of these First Aid Officers will be a permanent batch plant operator and the other will be a permanent driver.

**31. UNION DELEGATE TRAINING**

31.1 Up to a maximum of forty (40) days per year may be utilised to train union delegates, without loss of pay, subject to the following conditions:

- (a) The Union must provide to Boral a training agenda which must be approved by Boral before the training commences; and
- (b) The Union must give Boral a minimum of fourteen (14) days notice of union delegate training; and
- (c) A maximum of five (5) union delegates may attend training at any one time and no more than one (1) union delegate from each site/location may attend training at any one time; and
- (d) A union delegate may attend delegate training to a maximum of five (5) days per year.
- (e) A union delegate who does not utilise five (5) training days in any one year may accrue the unused training days into ensuing years.
- (f) A maximum of five (5) union delegates may attend training in any one year.
- (g) Boral agrees to inform area union delegates of all new driver employees.

**32. NO EXTRA CLAIMS**

32.1 The Union and the drivers will not make any claims for improvements in wages or conditions of employment for the nominal term of this Agreement.

**33. DICTIONARY**

33.1 In this Agreement the following words in the left hand column of the dictionary shall have the meaning given to them in the right hand column of the dictionary:

Agreement	Boral Country Concrete Quarries Transport industry Drivers Agreement 2005
Boral	Boral Construction Materials Group Limited
Driver(s)	A driver of Boral employed by Boral Resources Country Pty Ltd trading as Boral Country Concrete and Quarries in the Northern, Western, Hunter and Southern Regions of New South Wales.
Start Date	The start date is October 10 <sup>th</sup> 2005.
Nominal Term	The period of three (3) years commencing from the start date
Union	Transport Workers' Union of NSW
Parent Award	Boral Resources (Country) Pty Ltd Transport Industry (State) Award
Parties	Boral, the TWU and the drivers
Act	Industrial Relations Act, 1996 (NSW)

### **34. VOLUNTEER EMERGENCY SERVICES AND BUSHFIRE LEAVE**

- 34.1 Subject to Boral's business needs, Boral will not unreasonably withhold consent for drivers to attend volunteer emergency services and bushfire duties in the local area in which the driver is employed, provided that the driver is a member of the local Fire Brigade/SES and has qualifications in support of fire fighting and emergency services.
- 34.2 The driver's leave in clause 34.1 above will be granted as without loss of ordinary pay provided that the emergency service is in the local area.

### **35. ANTI-DISCRIMINATION**

- 35.1 It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 35.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 35.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

35.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**36. COMPLIANCE AND ENFORCEMENT LEGISLATION**

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.

**37. SAVINGS CLAUSE**

37.1 Notwithstanding the operation of the *Workplace Relations Amendment (Work Choices) Act 2005* (“**the Reform**”), the parties are committed to ensuring that:

- (a) the drivers’ employment conditions (arising from this Agreement and subject to this Agreement and the parent award) are maintained;
- (b) any Boral operational flexibilities (arising from this Agreement and subject to this Agreement and the parent award) are maintained,

as a result of the Reforms for the nominal term of this Agreement.

37.2 To give affect to clause 37.1 the parties will, if required, consent to this Agreement being varied or make such other registered industrial agreements to ensure that the said maintenance occurs.

37.3 In relation to the issue of “Entry and Inspection by officers of Industrial Organisations”, the parties agree that sections 296, 297, and 298 of Part 7 of the Act apply.

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

in the presence of } .....  
Name:

.....  
(Signature of Witness)

.....  
(Name of Witness)

**SIGNED FOR AND ON BEHALF OF the TWU and the Drivers** }

in the presence of } .....  
Name:

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(Signature of Witness)

.....  
(Name of Witness)

**SIGNATURE OF DELEGATES }**

in the presence of }

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Name:

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(Signature of Delegate)

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**SCHEDULE A**

**TABLE 1**

<b>Classification</b>	<b>Current Weekly Rate</b>	<b>Payable from the first full pay period to commence on or after 10 October 2005</b>	<b>Payable from the first full pay period to commence on or after 10 October 2006</b>	<b>Payable from the first full pay period to commence on or after 10 October 2007</b>
Grade 1	638.66	664.21	690.77	718.41
Grade 2	650.99	677.03	704.11	732.28
Grade 3	682.64	709.95	738.35	767.88
Grade 4	723.74	752.69	782.80	814.11
Grade 5 42.5T	731.33	760.58	791.01	822.65
Grade 5(a) 44.5T	743.69	772.31	803.20	835.33
Grade 5(b) 46.5T	754.44	784.05	815.41	848.03
Grade 5(c) 48.5T	765.19	795.80	827.63	860.74
Grade 5(d) 50.5T	776.48	807.53	839.83	873.42
Grade 6	804.08	836.24	869.69	904.48

**SCHEDULE B**

**SERVICE REQUIREMENTS**

1. Change light globes and lenses
2. Greasing all components at the specified intervals (truck, trailer and mixer)
3. Changing wheels on truck and trailer
4. Replacing mud flaps
5. Air cleaner elements at specified intervals
6. Check differential and transmission oils and top up if appropriate
7. Check and tighten loose body parts
8. Assisting other drivers with maintenance
9. Assisting tradesperson when appropriate
10. De-dagging agitator bowls, chutes and loading hoppers
11. Adjusting brakes

**THE ABOVE DOES NOT PRECLUDE DRIVERS THEIR RESPONSIBILITY IN PERFORMING THEIR DAILY CHECKS.**