

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/4

TITLE: Boral Concrete Metropolitan Joint Development Agreement No.3

I.R.C. NO: 98/3738

DATE APPROVED/COMMENCEMENT: Approved 6 November 1998 and commenced 9 July 1998

TERM: 31 December 1998

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to concrete truck drivers who are engaged at the concrete plants within the Sydney metropolitan area

PARTIES: Boral Concrete -&- Transport Workers' Union of Australia, New South Wales Branch





BORAL CONCRETE METROPOLITAN

JOINT DEVELOPMENT AGREEMENT NO. 3

1.0 Title

1.1 Our Agreement shall be known as the Boral Concrete Metropolitan Joint Development Agreement No. 3.

2.0 Arrangement

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3.0 Purpose

3.0 The Purpose of this Agreement is to: -

- (a) Set key performance objectives that identify reasonably achievable improvements in the performance of the metropolitan concrete delivery fleet.
- (b) Provide a base of business improvement to sustain an increase in the drivers' remuneration; and
- (c) Prime means to achieve this goal is the improved utilisation of company vehicles, however Boral reserves the right to change our fleet mix at any time to improve customer service and profitability, following consultation with the EBA Committee.

4.0 Application and Parties

4.1 Our Agreement shall apply to the concrete plants within the Sydney Metropolitan area.

4.2 Our Agreement shall be binding upon: -

- (a) Boral;
- (b) each employee driver; and
- (c) the Union.

5.0 Start Date and Period of Operation

9th July 1998

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5.1 Our Agreement shall start to operate from the ~~start date~~ and shall remain in force for the term and thereafter in accordance with the Act.

6.0 Relationship to Parent Awards / Previous EBA's

6.1 Our Agreement shall be read and constructed with the parent award and our previous EBA's. The parent award is the Transport Industry Mixed Enterprises (State) Award.

6.2 Where there is any inconsistency between our Agreement and the parent award or our previous EBA's this Agreement shall prevail to the extent of the inconsistency.

7.0 Key Performance Objectives (KPO's)



7.1 The parties have agreed on the following KPO's as a means of measuring performance:-

- Traffic safety, focusing on accidents, including damage to property on job sites and public roads, where the driver is deemed to be responsible at law.
- Change Management
- Productivity – Measured by the metres carried by the full time trucks over a period of time.
- Customer Service and Delivery Performance Objectives
- Fuel usage in kilometres per litre
- Absenteeism – unplanned absences resulting in truck lying idle with resultant loss of productivity

The fleet's performance in the KPO's activities will be assessed in July every year, and following this assessment, the drivers' remuneration shall be backdated to be from the first pay period after 1st July of that year.

7.2 The Change Management Objective will be achieved by the drivers and management working together to determine the reasons for the difference between company truck and L.O.D. productivity and areas where productivity can be increased. The implementation of the Archipelago Project would form part of this initiative.

7.3 The KPO's for the period 1/4/98 to 30/6/98 are detailed on the attached Schedule A. Scores in each category are weighted, the final score will then result in a wage increase as per the table in the schedule. They are: -

1. Drivers are to produce a doctors' certificate for each sick day after 3 single day absences.
2. Drivers to be assessed by qualified person (D.A.T.) on a regular basis normally every two years.

This assessment is used as a training tool, not as a disciplinary measure.

3. Span of ours 6am to 6pm as per the Transport Industry State Award – shall be considered in 12 months time. Within a cyclic roster with L.O.D.'s in yard /based on yard by yard requirements.
4. Assist in customer service surveys, ie. Drivers to distribute and collect customer service surveys at job sites, where the drivers are delivering concrete.

5. **Unplanned Absences**

- Where a driver does not attend work and calls in sick then that day counts as an unplanned absence. If he notifies before noon that he will not be in the following day or days, and subsequently produces a doctors' certificate for the period then the days following the first will not be counted.
- If the driver indicated that he will be in the following day but does not attend then this day would also count as an unplanned absence.
- Where a driver needs to take sick leave for an operation, specialist appointment etc and gives prior notice then this would not count as an unplanned absence. Such matters are usually known well in advance and we would expect to receive not less than one week's notice of such absence.
- Rostered days off are taken by drivers on a mutually agreed date. We would expect at least one weeks notice. Where there are abnormal circumstances necessitating less notice then this will be considered by the Committee for decision on whether this constitutes an unplanned absence.
- Periods of Bereavement Leave do not count as unplanned absences, provided that the leave applies strictly to the categories designated in the award.

7.4 The KPO's for the period 1/7/98 to 30/6/99 and 1/7/99 to 30/6/2000 will be agreed by the Consultative Committee.

7.5 There is considerable opportunity for an interchange of skills between drivers and plant staff, which would result in better utilisation of plant and vehicles. The parties may wish to develop this initiative through further discussion.

8.0 Annual Review

8.1 The parties to this Agreement will conduct an Annual Review in July each year, to determine:-

- The level of performance achieved with the Key Performance Objectives in the previous twelve months, and what payments will be made in accordance with the performance;
- New targets for the KPO's for the following twelve months; and



- If there is a need to introduce new KPO's to reflect changed circumstances new targets for the KPO's for the following twelve months.

8.2 Representatives of management and the EBA Committee will conduct the Annual Review.

- 8.3 (a) If the parties fail to reach agreement on new KPO's and targets, in accordance with the provisions of this Clause, this Agreement shall be terminated.
- (b) The parties shall be taken to have failed to reach agreement on new KPO's and targets when they mutually agree that they have so failed or 30 days after either party communicated, in writing, to the other party their proposed new KPO's and targets, whichever happens first.
- (c) To avoid any doubt should the parties fail to reach agreement, as ascertained by Clause 8.3 (b), such failure shall for the purposes of Section 44 (2) of the Industrial Relations Act 1996 as amended, be deemed to constitute the approval of all parties to this Agreement for this Agreement to be terminated.

9.0 No Duress

9.1 This Agreement is made between the parties without duress.



10.0 EBA Committee

10.1 The EBA Committee will: -

- Consist of three driver representatives and two representatives from management, one of which will be the Transport Manager.
- Meet at least quarterly to consider progress with the KPO's and any other matter that relates to the operation of this EBA; and
- Be involved in the Annual Review.
- Productivity figures to be provided at least monthly to Driver Representatives.

11.0 No Extra Claims

11.1 There shall be no further wage increases during the term of this Agreement.

12.0 Wage Increases

- 12.1 In recognition for the commitments made by the employees in entering into a 3 year EBA and agreeing to immediately implement specific productivity improvements outlined in Clause 7, from the date of registration of this Agreement, all employees will receive a wage increase of 3%, from the first pay period commencing on or after 1st April 1998.

13.0 Conflict Resolution Procedure

- 13.1 We are jointly committed to this procedure and shall promote the resolution of disputes/grievances by measures based on consultation, cooperation and discussion and avoid interruption to the performance of work and the consequential loss of production and earnings.
- 13.2 Procedures relating to grievances of individual employees and disputes between the Company and its employees.
- (a) The employee is required to notify the Local Manager as to the substance of the grievance, request a meeting with the manager for discussions and state the remedy sought.
 - (b) A grievance or a question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority. Those steps are: -
 - i) Employee to Local Manager / Area Manager
 - ii) Employee / employees representative to Transport Manager
 - iii) Consultative Committee
 - iv) If not resolved the appropriate Industrial Organisation of Employees and Concrete Manager will be involved.
 - (c) Reasonable time limits must be allowed for discussion at each step.
 - (d) At the conclusion of the discussion, the Company must provide a response to the employee grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 13.3 There shall be a commitment by the parties to adhere to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute.
- 13.4 Sensible time limited shall be allowed for the completion of the various stages of the discussions.
- 13.5 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.



- 13.6 In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lockouts or any other bans or limitations on the performance of work while the above procedure is being followed.
- 13.7 The Company shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety Act 1983. (NSW) and consistent with the established custom and practice at the workplace.



14.0 Dictionary

14.1 In our Agreement the following words in the left hand column of the dictionary shall have the meaning given to them by the right hand column of the dictionary: -

Boral	Boral Concrete Metropolitan
Each Driver	An employee of Boral employed at one of the Metropolitan Concrete Plants.
Us	see "we"
The Drivers	All of the drivers defined as "each driver"
We	Also "us" and "our" refers to the drivers and to Boral.
Start Date	The date upon which our Agreement is ratified by the Industrial Relations Commission of NSW in accordance with the Act
Term	Until 31/12/2000
Union	The Transport Workers' Union of Australia NSW Branch.
Parent Awards	Transport Industry Mixed Enterprises (State) Award.
Previous EBA's	Boral Concrete Metropolitan Joint Development Agreement July 1995. Boral Concrete Metropolitan Joint Development Agreement April 1996.
KPO Activity	Those objectives set out in Schedule B of this Agreement.
Act	The Industrial Relations Act 1996
EBA Committee	Three Driver Representatives and two Management Representatives, one of which will be the Transport Manager.

Handwritten initials

Schedule A

BORAL CONCRETE METRO AGREEMENT 1998

new
EBA



4/98



3%

7/98



KPO's
0-3%

7/99



KPO's
0-4%

7/2000



KPO's
0-4%

9/00



Start
Negotiations
for next
EBA

12/00



End of
EBA

1. Drivers to produce doctors certificate for each sick day after 3 single day absences.
2. Drivers to be assessed by qualified person (D.A.T.), on a regular basis, normally every 2 years.
3. Assist in Customer Service Surveys.

Productivity
Fuel Usage
Truck Accidents
Unplanned
absences

To be set in
June 98

To be set in
June 99

Schedule B**KPO's for Period 1/4/98 to 30/6/98**

	Fuel (km/per litre)	Truck Accidents	Productivity Metres	Unplanned Absences	Score
	1.64	0	2200+	0 to 5	3
	1.62	1	2100 to 2199	6 to 10	2
	1.60	2	2000 to 2099	11 to 22	1
	Less than 1.60	3+	Less than 2000	23+	0
Weighting	20%	10%	60%	10%	100%

Notes: -

1. Productivity is metres per truck for the four months March to June 1998, inclusive, for the twenty full time trucks.
2. New goals to be set for the period July 1998 to June 1999.
3. Truck accidents include damage to property on job sites and public roads, where the driver is deemed to be responsible at law.

Conversion Table	
Weighted Score	Wage Rise 1/7/98
3	3.0%
2	2.0%
1	1.0%



In the event a score falling between whole numbers then the wage movement will be adjusted on a pro rata basis.

Example: -

	Fuel (km/per litre)	Truck Accidents	Productivity Metres	Unplanned Absences	
Result	1.62	2	2208	4	
Score	2	1	3	3	
Weighting	20%	10%	60%	10%	100%
Weighted Score	0.4	0.1	1.8	0.3	2.6

Wage Increase 2.6%

Note: -

Percentage increases apply only to the base hourly rate. Present allowances are above the award rates and will remain at these levels till the award rates exceed these amounts.

Ex-1.
6/11/98
M.

Schedule C

KPO's for Period 1/7/98 to 30/6/99			
Fuel (km/per litre)	Truck Accidents	Productivity Metres	Score
1.64	2	3.0	3
1.62	3	2.0	2
1.60	4	1.0	1
Less than 1.60	4+	Less than 1.0	0
Weighting	20%	10%	70%
			100%

Notes: -

1. Productivity score to be measured as detailed in attachment "Drivers E.B.A. - L.O.D. Average".
2. Truck accidents include damage to property on job sites and public roads, where the driver is deemed to be responsible at law.

Conversion Table	
Weighted Score	Wage Rise 1/7/98
3	4.0%
2	2.5%
1	1.25%



In the event a score falling between whole numbers then the wage movement will be adjusted on a pro rata basis.

Note: -

Percentage increases apply only to the base hourly rate. Present allowances are above the award rates and will remain at these levels till the award rates exceed these amounts.

DRIVERS EBA – LOD AVERAGE

1. The figure to be used each month will be the mean average of metres carried by all six metre LOD trucks in that plant, excluding those absent on fortnightly transfer. Where one LOD is absent for the first half of the month and a different LOD for the second half, they will be assessed as one vehicle by adding together the metres carried during the home period for each.
2. For Windsor plant, the figure will be the average of the Penrith and St Marys LOD's, after allowing for absences on fortnightly transfer.
3. For Narellan and Minto plants, the figure will be the average of the Minto LOD's, after allowing for absences on fortnightly transfers.
4. The Productivity Score for each truck will be calculated monthly by taking the percentage achieved by each truck of the LOD average and assessing it against: -

Scale One	Score
90.0+	3.0
89.0 to 89.9	2.7
88.0 to 88.9	2.5
87.00 to 87.9	2.0
86.00 to 86.9	1.5
85.0 to 85.9	1.0
84.9 or less	0

Scale Two	Score
85.0+	3.0
84.0 to 84.9	2.7
83.0 to 83.9	2.5
82.0 to 82.9	2.0
81.0 to 81.9	1.5
80.0 to 80.9	1.0
79.9 or less	0



Scale Two applies to trucks based at the following plants: -
Windsor and Caringbah.

Scale one applies to trucks based at all other plants.

Caringbah plant is included in the Scale Two plants due to the LOD's being heavily involved in the pool truck system. Should this change then Caringbah will become a Scale One plant.

5. The score to be used for the EBA calculation at the end of the period will be the average of the scores for all trucks used, unless they were not in use for a least 50% of the total months.

Eg. 920	3.0
921	2.8
922	2.6
923	3.0
924	3.0
average	2.9

6. Metres carried on night shift by LOD's and Company trucks will be excluded from the figures at this time. Should a full time night shift situation develop then this will be considered by the Consultative Committee.
7. The score for each individual truck shall be adjusted each month by recalculating the percentage of the LOD average.

	Month			Total	%	Score
	July	August	September			
920	400	480	550	1430	89.9	2.7
LOD Average	500	510	580	1590		

The figure will be adjusted each month so that a poor result one month can be offset with a better result later in the period.



SIGNED ON BEHALF OF THE TRANSPORT WORKERS UNION AUSTRALIA,
(NSW BRANCH)

Steve Hutchins

Steve Hutchins
(Secretary)

17/6/98

Date

SIGNED ON BEHALF OF BORAL CONCRETE

R Bomstein

R Bomstein
(Manager – Concrete Operations)

21/5/98

Date



DM.TTS.TAPE.4

THE INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES

IN COURT SESSION

PETERSON J

FRIDAY 6 NOVEMBER 1998



**IRC98/3738 - BORAL CONCRETE METROPOLITAN JOINT DEVELOPMENT
AGREEMENT NO 3.**

**Application by Boral Concrete Metropolitan for approval of
enterprise agreement.**

Mr Chadwick for the applicant
Ms Driver for the respondent

CHADWICK: Your Honour, this is an application for the approval of an agreement to be known as the Boral Concrete Metropolitan Joint Development Agreement No 3. Your Honour would be aware that there has been some delay in processing the matter.

The application was filed on 9 July and the reasons for the delay essentially has been that the parties have been seeking to sort out matters relating to some KPO's or key performance objectives which have subsequently been agreed.

Before I turn to the document can I hand up to your Honour a document which is described as schedule C. That document which has been handed up essentially is the approach of discussions between the parties and the parties in fact seek to have that document included with the agreement which has been filed.

Essentially Ms Driver has been directly involved with the formulation of schedule C and what it in fact does is establish how key performance objectives will be monitored over the next twelve months, particularly for the period 1 July 1998 to 30 June 1999 so that is on the first page of schedule C and the next two pages describe essentially on what basis productivity is to be measured and how that would then relate to any wage adjustments.

HIS HONOUR: Am I right in thinking that without this schedule the agreement would be quite deficient?

CHADWICK: Indeed and it has just been drawn to my attention that in fact schedule C is contemplated within the body of the agreement at clause 7.4 which appears on page 4 of the agreement.

Your Honour, in terms of the background to the agreement essentially the agreement is to apply to concrete drivers

employed in the City Metropolitan area. I am instructed that there are approximately 25 drivers involved.

As your Honour will see, and the basis for the agreement essentially relates to ongoing productivity issues, and certainly the reason for the delay as I have described in relation to the process of the agreement relates to ongoing discussions between the parties regarding the agreement upon key performance objectives.

The only other thing I need to say at this stage is that on page 3 of the agreement, at the top of the page in relation to a clause entitled start date and operative operation, your Honour will see that under that heading it says "Agreement shall start to operate from the start date. Start date being defined within the agreement on page under the heading Dictionary and alongside start date it indicates the date upon which our agreement is ratified by the Industrial Relations Commission of New South Wales in accordance with the Act.

I have discussed the issue with Ms Driver and on agreement, subject to the Commission's consideration we seek to have the agreement operative from the date of filing which was 9 July, if it please.

HIS HONOUR: Where would I put that date? There is not provision for any date other than the date upon which it is ratified.

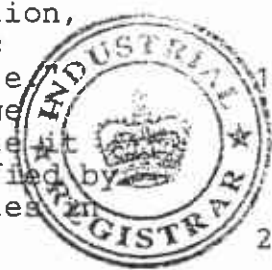
CHADWICK: Yes but essentially what we are seeking, your Honour, is that the ratification itself be made retrospective.

HIS HONOUR: I can make operation retrospective but I cannot say that what I am doing today I did on 9 July.

CHADWICK: I understand that. If that is the case, certainly we would be seeking that the agreement be operative on and from 9 July.

HIS HONOUR: There is a problem, Mr Chadwick, and that is the Act to my mind contemplates the Commission approving or rejecting agreements if the agreement that is presented is not in the form the parties want, then in a sense it might mean I can't approve it. Do you understand, because it is signed on behalf of both parties by the Secretary of the Union and the relevant company manager.

CHADWICK: Your Honour, I suppose it was contemplated at the time when the agreement was filed that matters had been resolved. What subsequently happened was that further discussions took place, as your Honour is aware, and it is unfortunate that we come here now only having finalised recently schedule 3 which also forms the basis of the agreement.



HIS HONOUR: What if I do this, regardless of the issue of whether I have power, I am not saying I do not have power, I delete the definition in the dictionary of start date and I replace the words 'start date' in clause 5 with the words 9 July 1998. Are you happy with that, Ms Driver? 5

DRIVER: Yes, your Honour.

HIS HONOUR: I will make those amendments. Otherwise it complies with the Act and the Commission's principles, Mr Chadwick? 10

CHADWICK: Yes, your Honour.

HIS HONOUR: Ms Driver, are you happy that I take those steps and approve the agreement? 15

DRIVER: Yes, your Honour, we do not have any objections to what has been expressed here by Mr Chadwick and therefore request that the agreement be registered and approved. 20

HIS HONOUR: I mark schedule C as Ex 1. I propose to accept the submissions made by the parties to the effect that the agreement conforms with the requirements of the Act and the principles and it would indeed appear to be so on my perusal of it. 25

I will approve the agreement as filed subject to the following variations with the words 'start date' in clause 5.1 to be deleted and in substitution therefor 9 July 1998 be inserted and in clause 14 Dictionary, the definition of start date is deleted. 30

I have made those amendments to the document. I also note that I have in error struck out the words 'until 31 December in the year 2000' but I have sought to reinstate those and I shall also include in the document in order to give it full efficacy the schedule C which is Ex 1 in the proceedings. 35



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