

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/343

TITLE: Boral Country Concrete & Quarries Transport Industry Drivers Agreement 2001

I.R.C. NO: IRC02/4028

DATE APPROVED/COMMENCEMENT: 8 August 2002 / 10 October 2001

TERM: 24

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE: 6 December 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees employed by Boral Construction Materials Group Limited who fall within the coverage of Boral Resources (Country) Pty Ltd Transport Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited within New South Wales

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





BORAL COUNTRY – CONCRETE & QUARRIES

# **ENTERPRISE AGREEMENT**

# **BORAL (COUNTRY) DRIVERS**

Registered  
Enterprise Agreement  
Industrial Registrar

**July 2001**

## 1. TITLE

This Agreement shall be known as the Boral Country Concrete & Quarries Transport Industry Drivers Agreement 2001.

## 2. CONTENTS

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### 3. APPLICATION

This Agreement shall apply to employees employed by Boral Construction Materials Group Limited employed under the terms of the Boral Country Concrete & Quarries engaged under the Boral Resources (Country) Pty Ltd Transport Industry (State) Award at sites operated by Boral Resources (Country) Pty Limited in New South Wales.

### 4. PARTIES TO THE AWARD

The parties to this Agreement are:

- (a) Boral Construction Materials Group Limited.
- (b) The Transport Workers' Union of Australia New South Wales Branch.

### 5. RELATIONSHIP TO PARENT AWARD

- 5.1 This Agreement shall be read and *construed* in conjunction with the Boral Resources (Country) Pty Ltd Transport Industry (State) Award as amended (the Award).
- 5.2 This Agreement shall prevail over the Award to the extent that this Agreement is inconsistent with the Award or cover the same subject matter.

### 6. TERM OF AGREEMENT

- 6.1 This Agreement shall come into operation on 10<sup>th</sup> October 2001 and shall have a nominal term of 2 years.
- 6.2 There shall be no further claims by either party for Award or over Award during the term of this Agreement.



### 7. OBJECTIVES OF AGREEMENT

- 7.1 The aim of these changes is to improve productivity and flexibility, and achieve total customer satisfaction through world best practice.
- 7.2 To ensure that this is achieved the Company, and the drivers will:
  - (a) improve customer focus;
  - (b) emphasise support for all people who work for the organisation;
  - (c) encourage continuous improvement in all facets of the business;and
  - (d) develop flexibility and teamwork.

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

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

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

**7.5** These outcomes will be attained by training and work experience to enable all employees to achieve, contribute to and gain greater reward from their employment.

## **8. WORKING HOURS**

- 8.1** The ordinary hours of employment shall be 38 hours per week.
- 8.2** Ordinary hours under this Agreement may be worked between the hours of 6.00am – 6.00pm on any one day Monday to Friday.
- 8.3** Current depot start times will remain and can be changed by agreement.



## **9. LEAVE**

### **9.1 Annual Leave**

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, the Company will require employees to take annual leave at this time in accordance with the provisions of the Annual Holidays Act, provided that such employees have sufficient accrued leave.

### **9.2 Leave Reductions**

The company reserves the right to direct an employee with one months notice for annual leave or 3 months notice for long service leave to reduce outstanding leave liability to the following:

- Annual Leave – hold a maximum bank of 6 weeks outstanding (including prorata and accrued).
- Long Service Leave – hold a maximum bank of 12 weeks.

## 10. INTERSITE FLEXIBILITY

All employees, the subject of this Agreement, may be required to work out of any plant at short notice, to meet the needs of the customer.

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


**10.2** Employees may be directed by the Employer to transfer to any plant operated by the employer within the designated area and such transfer may be on a daily, weekly, fortnightly or permanent basis. If the distance travelled to another plant is greater than the driver travels to his designated plant, a km rate will be paid @ \$0.68/km for the excess.

## 11. DRIVERS DUTIES

**11.1** All drivers may be required to drive and perform service work (see attachment) 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 such driver becomes competent to safely perform such tasks on the vehicle. In addition drivers will be trained to competently and safely batch concrete.

**11.2** 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.

**11.3** Drivers Duties include:

- 
- (a) Appropriate time is to be given for drivers to complete pre start up Check List.
  - (b) Completion of the Drivers Daily Worksheet.
  - (c) Reporting any "unroadworthy" items immediately.
  - (d) Time sheets filled in correctly.
  - (e) Daily Fuel Reports filled in correctly.
  - (f) Compliance with company Quality Assurance Procedure in mixing and delivery of concrete and loading and delivery of raw materials.
  - (g) Compliance with all Statutory and company requirements in regards to mass weight limits.
  - (h) Compliance with all road regulations.
  - (i) Truck and Driver appearance to be maintained to company standards.
  - (j) Reporting back to Dispatch any customer requirements or complaints.
  - (k) Correct operation of two-way radios, CB units and mobile telephones.

- (l) Stack and square aggregates to template where required and cover as required.
- (m) Spreading and stockpiling where required.
- (n) Cleaning of yards and site amenities.
- (o) Accurate slumping.
- (p) Abide by all company policies, which may be updated from time to time.

**11.4** On an as required basis Drivers will assist by:

- (a) Driving all classes of vehicles.
- (b) Driving Front End Loaders.
- (c) Concrete Batching.
- (d) Assisting in maintenance.
- (e) Servicing of vehicles and agitators.
- (f) General yard duties.
- (g) Preparation of dispatch docketts.



**11.5** Concrete and Quarry Operations Duties List may include

Concrete

Concrete batching  
 Concrete testing  
 Dispatch duties  
 Front-end loader driving  
 Servicing of vehicles/agitators  
 General maintenance

Quarries

Weighbridge/dispatch  
 Haul truck driving  
 Sales loader  
 Face loader  
 Plant operator – fixed/mobile  
 Laboratory duties  
 General maintenance

**12. WAGE INCREASES**

From the first full pay period after the date of approval of this Agreement each employee's ordinary time rate of pay shall be increased by 3%. From the first full pay period to commence after the first anniversary of this Agreement, each employee's ordinary time rate of pay shall be increased by 3%.

**13. TRUCK & DOG PRODUCTIVITY PAYMENT**

A payment of \$9.20 per week for every two tonnes or part thereof increase to the overall gross weight of the truck and dog combination above 42.5 tonnes. This will be paid as an over award payment and not included in the base rate.

**14. EMPLOYEE DEVELOPMENT PROGRAM**

In keeping with the objectives outlined in clause 7 of this agreement, the company is prepared to invest in it's people in order to achieve these goals.

A bonus will be paid to all employees for taking part in the following training courses.



a) All drivers must take part in a safety assessment, to identify individual problem areas. On completion of the assessment, employees will undertake training programs tailored to individual needs. A bonus of \$150 per annum will be paid to all employees provided that all employees are assessed within the first 3 months of this agreement and training courses are completed within 12 months from the start of this agreement.

b) For successful completion of the Driver Training Course, Stage 1, Modules 1-5, a bonus of \$300 will be paid, provided that the course is completed in the first year of the agreement. This bonus only applies to the first year.

c) For successful completion of the Batcher Training Course, in year 2 of the agreement, a bonus of \$300 will be paid to each employee completing the course. This bonus only applies to year 2 of the agreement.

## **15. CALL BACK**

If any employee is called back to work after leaving the work place a minimum payment of 3 hours at 2 times ordinary rate shall be paid.

## **16. ALLOWANCES**

**16.1** The following award allowance shall be included in the base rates of pay as outlined in this Agreement. Such allowances are:

(a) slump allowance

**16.2** The following award allowances shall not apply to employees in this Agreement.

(a) crib allowance (20 minutes)

(b) collection of monies

These allowances will be compensated for and included in this Agreement.

## **17. ROSTERED DAYS OFF**

**17.1** 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.

**17.2** An employee 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.

**17.3** All RDO's must be cleared to nil outstanding at 31<sup>st</sup> December each year, regardless of which option is chosen.

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## **18. SICK PAY**

Any employee taking a maximum of 2 sick days in any one calendar year shall receive an incentive payment equivalent to 3 ordinary days pay at the end of the calendar year.

If a sick day is taken either side of a Public Holiday, or Annual Leave day a medical certificate must be supplied.

## **19. PAYMENT OF WAGES**

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

## **20. LENGTH OF SERVICE RECOGNITION**

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.

The significant milestones of employment shall be after:

5 years continuous full time contribution	Recognition of Service Plaque
10 years continuous full time contribution	Recognition of Service Plaque and \$200 Gift Voucher
15 years continuous full time contribution	Recognition of Service Plaque
20 years continuous full time contribution	Recognition of Service Plaque
25 years continuous full time contribution	Recognition of Service Plaque, \$500 Gift Voucher and Dinner to the value of \$120. Alternatively a gold watch with Boral Logo instead of Gift Voucher.
30 years continuous full time contribution	Recognition of Service Plaque
35 years continuous full time contribution	Recognition of Service Plaque and \$750 Gift Voucher
40 years continuous full time contribution	Recognition of Service Plaque

## **21. TRAINING**

All employees, subject to this Agreement, shall undertake training and education as required by the employer. Such training shall be conducted in normal working hours.

Training may include, but not be limited to:

- Job skills as drivers and plant operators in Concrete and Quarry Operations
- OH&S
- Environmental
- Communication skills
- Customer Service and Feedback
- Continuous Improvement
- The Drivers Responsibility
- Multi-skilling
- First Aid

The company will ensure that an equal opportunity to train is given to all employees under this agreement.

The cost of all training shall be paid for by Boral Country Concrete & Quarries.

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

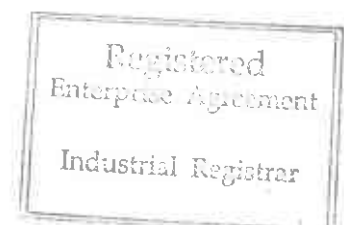
## **22. SAFETY**

All drivers will be actively involved either as individuals or in safety teams to:

- (a) assess any potential safety hazards and propose measures to control or eliminate such hazards;
- (b) assist workmates in improving safety culture whilst at work.
- (c) Participate in site safety inspections and enthusiastically assist in site safety recommendations and improvements.
- (d) Reporting of incidents shall be encouraged and not prejudicial to employment.

## **23. ENVIRONMENT**

All Boral Country Concrete & Quarries drivers will maintain and comply with license conditions of each individual site's Environmental and Protection Authority License and Local Government Environmental Guidelines.



## 24. ISSUE RESOLUTION PROCEDURE

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

- 24.1** Any employee (accompanied by a third party if he so wishes) having any issue shall discuss the matter with their immediate manager/supervisor who will take prompt action to investigate the matter and endeavour to resolve it.
- 24.2** If the matter is not resolved at this level it shall be referred to the Area Manager/Regional Manager who will also take prompt action to resolve the issue.
- 24.3** Should the matter still remain unresolved the employee, the Union Delegate, the Plant Manager/Supervisor and the Area Manager/Regional Manager shall meet to resolve the issue.
- Note: All efforts should be made to resolve the matter at steps 1, 2 and 3.
- 24.4** If not resolved, the matter will be further discussed between the Branch Secretary or other appropriate official of the Union and the appropriate representative of the employer.
- 24.5** If the matter cannot be resolved by the parties nominated the matter shall be referred to the Industrial Relations Commission.
- 24.6** Until the matter is determined in accordance with the above procedure no industrial action will be taken and work shall continue normally.
- 24.7** Neither party will be prejudiced in the final settlement of the matter by virtue of the continuation of work in accordance with this clause.

## 25. REVIEW OF AGREEMENT

The parties agree to review this Agreement no later than twelve weeks prior to its date of expiry.

The review will examine the operation of the Agreement and any changes to be made for future agreements and consider whether the parties will enter into further agreements.

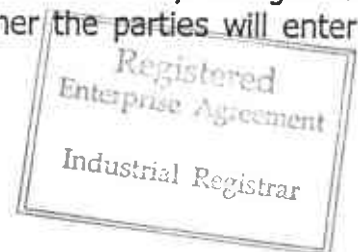
## 26. CODE OF CONDUCT

### 26.1 Licences

Drivers will not operate any vehicle for which they are not appropriately licensed.

### 26.2 Alcohol & Drugs

No driver shall drive any company vehicle whilst under the influence of non-prescribed drugs or alcohol. To do so will be considered grounds for instant dismissal.



**26.3 Vehicle Weight**

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

**26.4 Documentation**

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

**26.5 Vehicle**

It is the employee's responsibility to keep the interior and exterior of the vehicle clean. Employees must check the vehicle at the beginning of each day as per driver's checklist.

**26.6 Interference to Vehicles**

Any interference with speed limiters, fuel injector pumps or fuel lines, with the aim of increasing speed or power may result in summary dismissal after a full investigation.

**26.7 Debts to Company**

All drivers agree to allow the company to deduct from their wages, any expenses incurred by the company on a drivers behalf at his or her request, or any debt owing to the company by a driver at his or her request. Repayments to be as agreed by the company and employee.

**26.8 Passengers**

Passengers must not be carried in company vehicles without prior permission of the Plant Manager.

**26.9 Appearance and Conduct**

Employees are to dress and present themselves neatly at all times when on company business. Footwear such as thongs are not safe and must not be worn.

Disputes with any client are not to be pursued and must at all times be referred to management for resolution as soon as possible.

**26.10 Safety Equipment**

Employees are required to observe all safety precautions and procedures including the wearing of seat belts, protective clothing and equipment.

**26.11 Accidents**

It is the responsibility of all drivers to advise the employer of any accidents or damage to company property. It is also the responsibility of the employee to obtain as much information as possible in the event of an accident. The names of witnesses and any



other information such as photos to assist in the early settlement of claims, must be obtained to allow the company to put the best possible case.

In no circumstance will any driver admit to liability in the event of an accident.

**26.12** Theft

Theft of any property from either company or client whether for financial gain or not, will be passed on to the authorities for prosecution of the employee(s) concerned and will lead to the summary dismissal of the employee(s) if found guilty.

**26.13** Company Property

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

**26.15** Company Costs

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

Check steer tyres for rotation and balancing

Tyre pressures – truck and trailer

Drive vehicle in a manner to save fuel, brakes and wear and tear

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

**26.16** Boral Resources (Country) is involved in Quality Assurance Accreditation AS/NZS ISO 9002:1994. All drivers must therefore familiarise themselves with the quality system and abide by all guidelines.

**27. DRIVER MEDICALS** (*Refer to BORAL OH&S Manual – Section 3.7.2 (att.)*)

**28. STAFF TO FILL IN ON AN AS REQUIRED BASIS**

Salaried employees may perform award work where award employees are unavailable and the needs of the business require such work to be performed in urgent or emergency situations subject to skills, competence and training and induction of employee.

**29. ANNUALISED SALARIES**

During the life of this agreement, consultation between the parties, shall consider the introduction of annualised salaries.



### **30. REDUNDANCY**

During the life of this agreement consultation between the parties will agree to consider the review of redundancy payments.



## 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 mudflaps
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. Dedagging agitator bowls, chutes and loading hoppers
11. Adjusting brakes

**The above does not preclude drivers their responsibility in performing their daily checks.**





SIGNED FOR AND ON BEHALF }  
OF Boral }  
in the presence of }

*[Handwritten Signature]*  
Name: A. SMITH

*W. Henry*  
.....  
(Signature of Witness)

WENDY HENRY  
.....  
(Name of Witness)

SIGNED FOR AND ON BEHALF }  
OF the TWU }  
in the presence of }

*[Handwritten Signature]*  
Name: .....

*[Handwritten Signature]*  
.....  
(Signature of Witness)

MARK CRODALE  
.....  
(Name of Witness)

