

ENTERPRISE AGREEMENT

NO: E.A. 103 /1994

DATE REGISTERED: 31-3-94.

PRICE: \$ 26-00.

ENTERPRISE AGREEMENT

THIS ENTERPRISE AGREEMENT IS MADE BETWEEN BORAL BRICKS (NSW) PTY LIMITED (THE COMPANY) AND THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH (THE UNION) REPRESENTING EMPLOYEE DRIVERS, IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE NEW SOUTH WALES INDUSTRIAL RELATIONS ACT 1991.

This Agreement shall be known as "The Boral Bricks, Badgery's Creek Transport Drivers Enterprise Agreement 1993".

The Agreement is subject to certification by the Commissioner for Enterprise Agreements and registration by the Registrar of the Industrial Relations Commission of New South Wales.

1. APPLICATION

This Agreement is binding on The Company, the Union and its transport worker employees as defined in Clause 3, in respect to employment conditions and rates of pay at the Company's Plant located at Badgery's Creek, NSW.

It shall prevail over and operate to the exclusion of any other former award that may have application to the employees bound by this Agreement in accordance with S.119 of the Industrial Relations Act 1991.

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

2. PERIOD OF OPERATION

This Agreement will operate from the first pay period after registration by the Industrial Relations Commission of NSW, viz.....1993, and will continue in force for a period of twelve months, subject to the provisions of The Industrial Relations Act 1991.

ARRANGEMENT

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3. RATES OF PAY

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

Rates will be increased in accordance with any State Wage decisions of the NSW Industrial Relations Commission which become effective during the currency of this Agreement.

Rates are as set out below:

<u>LEVEL</u>	<u>DEFINITION</u>	<u>WEEKLY RATE</u> <u>38 HOURS</u>
1	Driver of double axle 8 wheeler truck (38 tonnes) and dog	\$522.48
2	Driver of double axle 8 wheeler truck (41 tonnes) and pig	\$527.52
3	Driver of double axle 8 wheeler truck and pig (excess weight permit to 42.5 tonnes)	\$528.57

(b) In addition to the above rates drivers returning to the yard after 3.30 p.m. on any day will be paid an extra hour at the appropriate rate, for loading and fuelling of trucks.

(c) In addition to the above rates the Company will pay (as occupational superannuation) an amount equal to 5% of each employee's ordinary time wage rate or such other percentage or amount as required by applicable statute or Industrial Relations Commission of NSW judgement from time to time on a monthly basis into the appropriate section of the Boral Employee's Provident Fund, by mutual agreement.

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

4. TRAINING

(a) The Company acknowledges its commitment to provide for its employees career paths and access to more varied, fulfilling and better paid jobs through training.

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(b) In accordance with the needs of the Enterprise, training will be provided to enable employees to qualify for classification to and to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.

(c) The Company will accept responsibility for the organisation of "on the job" training but employees will assist as required in the training of other employees. For training "off the job" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.

(d) The Company will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken "off the job" and outside normal working hours, and approved by the Company as being in accordance with the needs of the Enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery.

5. TOTAL QUALITY MANAGEMENT

(a) Employees will participate in TQM meetings as established for the purpose of providing participation in improved productivity and efficiency for the Plant. Payment will be made at the applicable rate for attendance at these meetings.

(b) During the life of the Agreement regular meetings will continue, involving employees of the Company covered by this Agreement. These are for the purpose of advising on Company performance etc., and consulting on plant efficiency and productivity.

6. EFFICIENCY AND PRODUCTIVITY IMPROVEMENT

(a) Employees will undertake simple maintenance, in addition to their normal duties. e.g. greasing crane, cleaning and painting of trucks and changing of tyres when necessary.

(b) Employees will continue to undertake licensing for truck mounted crane operation as required.

(c) Employees undertake to assist in the promotion of Company products. In particular, they will wear uniforms with the words "Boral Bricks" imprinted and additionally, place "Boral Bricks" signs on delivery sites.

An allowance of \$150 will be paid annually to each driver to be used to select a uniform from a range of Company approved uniforms.

d) Employees acknowledge that they will continue to recognise the importance of striving continually for improvements in efficiency and for excellence in performance, recognising that improved productivity is vital for the success of the Company and its employees.

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

7. TERMS OF ENGAGEMENT AND TERMINATION

(a) The employment of a weekly employee may be terminated only by one week's notice on either side. The notice may be given at any time or by payment by the Company or forfeiture by the employee of a week's pay in lieu of notice. This provision shall not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of misconduct.

(b) An employee with more than two months' service, on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such document shall contain, at least, information as to the length and nature of the employment.

(c) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(d) The Company will provide and maintain all necessary tools, ropes and packing.

8. HOURS OF WORK

(a) The weekly total of ordinary hours of work will average 38 per week, averaged over a 52 week period.

(b) These are to be worked by employees accumulating credit for one leisure day in each 20 day work cycle, (8 hours being worked on each of the first 19 days) and the leisure day being taken by an agreed roster which accords with the needs of the operation.

(c) In accruing the entitlements in sub-clause (b) each public holiday as well as other paid leave days (but not the period of absence on annual leave, long service leave or unpaid leave) will count as an 8 hour day worked.

(d) An employee required to work on a normally rostered day will be provided in lieu with an agreed alternative day off which accords with the needs of the operation.

(e) Ordinary hours will be worked on five consecutive days in the period Monday to Friday in the method set out in sub-clause (b) above between the hours of 7.00 a.m. and 6.00 p.m.

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9. OVERTIME

(a) Overtime will be paid at the rate of time and a half for the first two hours and double time for each hour after that for all work performed as follows

- (i) In excess of 8 hours on any one day, Monday to Friday as determined within the span of hours (Cl.8(e)).
- (ii) In excess of forty hours in any week or in excess of the ordinary hours of work in any holiday week.

(b) An employee required to work on a Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter with a minimum payment for four hours.

(c) An employee required to work on a Sunday will be paid at the rate of double time with a minimum payment for four hours.

(d) An employee required to work on a Public Holiday (as defined in Clause 15) will be paid at the rate of time and a half for the time worked (or a minimum of four hours) plus the day's pay at ordinary time rates. When work is required on Christmas Day and/or Good Friday payment will be at the rate of double time for the time worked (or a minimum of four hours) plus the day's pay at ordinary time rates.

(e) Should any of the Public Holidays prescribed in Clause 15 fall on a Saturday or a Sunday, and a day in lieu is not proclaimed by the Government, then an employee required to work on such Saturday or Sunday will be paid for the time worked (or a minimum of four hours) at the rate of time and a half, plus ordinary time rates up to a maximum of eight hours for the time worked (or a minimum of four hours).

In the case of such work undertaken in lieu of Christmas Day and/or Good Friday, double time shall be substituted for the time and a half prescribed in this sub-clause.

(f) For calculation of overtime each day shall stand alone, except that where work continues beyond midnight, double time shall be paid until completion of the overtime.

(g) An employee required to work overtime for 2 hours or more on any week day after finishing work for the day will be allowed a paid crib break of 20 minutes not later than 5 hours after the end of the employee's lunch break.

If such employee was not notified the day before of the requirement to work such overtime, the employee will be paid a meal allowance of \$6.76 even if such requirement is subsequently cancelled.

(h) An employee recalled to work overtime after finishing work at the end of the required work for the day, or for a period before but not up to normal starting time, will be paid at the appropriate rate set out in this clause for a minimum of 4 hours work.

(i) An employee recalled to work on any week day after having finished work for the day, or who is called upon to work before the normal starting time but does not continue up to normal starting time, will be allowed a paid crib break of 20 minutes for each 5 hours worked, calculated from the time of commencement of work, or from the end of the previous crib break, whichever applies.

(j) An employee may be required to work for a continuous period of fifteen hours (exclusive of meal breaks) from the time of commencing work. However an employee will not be required to work more than 20 hours overtime in any one week (exclusive of meal breaks) except in the case of accident or circumstances over which the Company has no control.

(k) An employee who is required to work for a continuous period of twelve hours or more from the time of commencing work, will be entitled to be absent from work until ten hours have elapsed. Where the whole or part of such time coincides with ordinary hours of work the employee shall be paid at ordinary time rate for such coinciding time.

(l) Should work be required on a Saturday the Company will offer it to the drivers at the appropriate rate.

10. ANNUAL LEAVE

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

(a) All employees engaged by the week will be given four weeks annual leave for each completed year of service, being paid in advance the rate of pay they normally receive for their skill level for the period of leave taken.

(b) The annual leave may be taken in one or more periods by agreement between the employee and the Company.

(c) When a public holiday (as prescribed in Clause 15) occurs while an employee is on annual leave then the leave period will be extended by one day for each holiday that occurs.

(d) If the employment of a weekly paid employee is terminated, that employee will be paid for any outstanding leave entitlement at the normal rate of pay for the employee's skill level, including pro rata payment for any part of a year's entitlement.

11. ANNUAL LEAVE LOADING

(a) A weekly paid employee who goes on annual leave will be paid a loading of an additional 17.5% of that employee's skill level rate of pay for the period of leave.

(b) A weekly paid employee who is terminated by the Company will be paid a loading as in sub-clause (a) above for all untaken leave to which the employee is entitled. No payment will be made to an employee who has been terminated for misconduct.

12. PAYMENT OF WAGES

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

13. MEAL INTERVALS

- (a) Employees will be allowed an unpaid meal break of 30 minutes between the hours of 11.00 a.m. and 2.00 p.m. to be taken at the discretion of the driver to suit the needs of the business by "working around" deliveries.
A paid morning refreshment break of 10 minutes will also be allowed "at discretion" as above.
- (b) An employee required to work overtime on any week day for two hours or more will be allowed a paid crib break of 20 minutes to be taken not later than 5 hours after the end of the lunch break.
- (c) An employee required to work on a Saturday, Sunday or Public Holiday will be allowed a paid crib break of 20 minutes five hours after the commencement of work and a similar break five hours after the completion of the previous crib break.

14. SICK LEAVE

- (a) An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence as follows:
- (i) No payment will be made for any absence for which workers' compensation is paid or payable.
- (ii) The employee will advise the Company of the expected absence, its cause and likely duration, prior to the employee's normal commencement time
- (iii) If required, the employee will provide satisfactory evidence of the illness or injury. After 2 days' absence a doctor's certificate will be required.
- (iv) In the first year of service, up to 5 days of ordinary time. However payment for such absence may be withheld until after the completion of the first three months' service.
- (v) In any subsequent year up to 8 days of ordinary time will be available from the beginning of each year of service.
- (vi) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.

15. PUBLIC HOLIDAYS

(a) For the purposes of this Agreement the public holidays will be Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day and all other days proclaimed as holidays in New South Wales either as a substitution for or additional to any of the above.

(b) In addition to the above one extra day in lieu of financial members' day shall be taken by agreement between the Company and employees.

(c) An employee who has an unauthorised absence on the working day before or the working day after a public holiday will not be entitled to payment for the public holiday, except that absence only on the day before or the day after a series of public holidays will incur loss of payment only for the holiday closest to the absence.

16. TRAVELLING ALLOWANCE

(a) Employees shall be provided with free transport to the nearest means of public transport or shall be paid an allowance of \$2.55 per day. Provided that no such payment shall be paid to an employee who lives within a radius of one kilometre of the Plant.

17. BEREAVEMENT LEAVE

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

- Wife or husband
- De facto wife or husband
- Father
- Mother
- Foster father
- Foster mother
- Step father
- Step mother
- Father-in-law
- Mother-in-law
- Brother
- Sister
- Child
- Step-child
- Foster child

(b) The provisions of this clause shall also apply in the case of the death outside Australia of an employee's husband, wife, father or mother where the employee travels overseas to attend the funeral.

(c) On the giving of notice to the Company and the provision of proof if required, the employee will be entitled to up to two days leave on each occasion. However no such leave shall be taken nor the entitlement deducted where the leave coincides with a rostered day off as provided by Clause 8(b) of this Agreement.

18. JURY SERVICE

(a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service

(b) An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

19. FIRST AID ALLOWANCE

(a) Where an employee is appointed by the Company to perform first aid duty, then such employee shall be paid \$1.50 per day in addition to the ordinary rate of pay.

20. UNION REPRESENTATIVE

(a) An employee appointed as union delegate shall, on the advice of the Secretary of the Union or the Secretary's representative, be recognised as the accredited representative of the Transport Workers' Union.

(b) The delegate shall be allowed a reasonable opportunity to carry out duties including the right to discuss with a representative of the Company any matter affecting Union members, access to a telephone for the purpose of discussing any relevant matter with the Union and the right to post signed notices concerning union matters on the notice board.

21. UNAUTHORISED PERSONS

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

22. LONG SERVICE LEAVE - RDO ENTITLEMENT

(a) An employee's entitlement to accrual of a rostered day off as per Clause 8(b) will cease whilst on Long Service Leave.

(b) "Rostered Day off" entitlements at the beginning of Long Service leave will be paid at the rate of 7.6 hours for each day.

23. NOTICE BOARD

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

24. DISPUTES PROCEDURE (THE COMPANY AND EMPLOYEES)

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

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

25. GRIEVANCE PROCEDURE (THE COMPANY AND INDIVIDUALS)

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

- (i) The employee will notify the immediate supervisor, in writing, the substance of the grievance, request a meeting, and state the remedy sought.
- (ii) The Transport Supervisor (or the next available manager) will discuss the grievance with the employee in an effort to resolve it. The employee may be represented by the Union. The steps outlined in Clause 24 may be followed where appropriate.
- (iii) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Transport Manager (if absent the next senior manager) and further discussions will take place. The employee may continue to be represented by the Union.
- (iv) The Transport Manager will provide a response to the employee's grievance within a reasonable time limit. If the matter is not resolved the response will include reasons for not including any proposed remedy.
- (v) The employee may seek leave to have the matter referred to the Industrial Relations Commission.
- (vi) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
- (vii) All employees and parties to this Agreement are to be made familiar with this grievance procedure and are to give an undertaking to observe it.

26. AMENITIES

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

26. SIGNATORIES

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

Accepted on behalf of Employees.

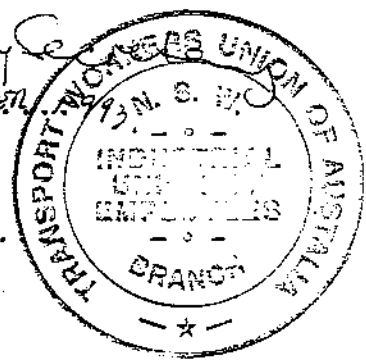
Signature... *v/ No Jall* Date... *27.10.93*

Witnessed... *[Signature]* Date... *27/10/93*

Accepted on behalf of The Transport Workers' Union of Australia, New South Wales Branch.

Signature... *[Signature]* Date... *25TH OCTOBER*

Witnessed... *[Signature]* Date... *25/10/93*



Accepted on behalf of Boral Bricks (NSW) Pty Ltd.

Signature... *[Signature]* Date... *29-10-93*

Witnessed... *[Signature]* Date... *29.10.93*

