

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/296

TITLE: Blue Circle Southern Cement Depot Operators Enterprise Agreement 1999

I.R.C. NO: 2000/2683

DATE APPROVED/COMMENCEMENT: 15 August 2000 & 1 November 2000

TERM: _____ 12 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/182

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all depot operators employed by the company at Auburn, NSW 2144 Alexandria, NSW 2015 and St Peters, NSW 2044

PARTIES: Blue Circle Southern Cement Limited -&- G Fuller, J E Fuller, A Gair, P G Gately, A E McAllister, K Thomas, J W Walton, G S Yanz



**BLUE CIRCLE SOUTHERN CEMENT LIMITED
DEPOT OPERATORS**

ENTERPRISE AGREEMENT

1. Title of Agreement

This agreement shall be known as the Blue Circle Southern Cement Depot Operators Enterprise Agreement 1999.

2. Arrangement

- 1) Title of Agreement
- 2) Arrangement
- 3) Application
- 4) Parties Bound
- 5) Term of Agreement
- 6) Relationship to Parent Award
- 7) Measures to Achieve Gains in Productivity, Efficiency and Flexibility
- 8) Hours of Work
- 9) Shift Work
- 10) Annual Leave Loading
- 11) Working Away Allowance
- 12) Rates of Pay
- 13) RDO's
- 14) Productivity
- 15) Disputes Settlement Procedure
- 16) Signatories to the Agreement

3. Application

This Agreement shall apply to all depot operators employed by Blue Circle Southern Cement Ltd (hereinafter referred to as "BCSC") at;

- (i) BCSC Clyde Depot
Parramatta Road
Auburn NSW 2144
- (ii) BCSC Alexandria
132 McEvoy Street
Alexandria NSW 2015
- (iii) BCSC/Boral Concrete
Burrows Road
St Peters NSW 2044



4. Parties Bound

The parties to this Agreement are:

- (i) BCSC; and
- (ii) Employees of BCSC employed as depot operators

5. Term of Agreement

This agreement shall take effect from the beginning of the first pay period to commence on the 1st November 1999 with the approval by the Industrial Relations Commission of NSW and shall remain in force for a period of 12 months.

6. Relationship to Parent Award

This Agreement shall be read and interpreted in conjunction with the Transport Industry Mixed Enterprises (State) Award (the "Award") provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

KPI	Benchmark	Target
Absenteeism	5 days per annum	4 days per annum 20% reduction

Depot Operators are to minimize absenteeism. The purpose of this KPI is to measure attendance at the work place.

Damage	260 per month	200 per month 23% reduction
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The purpose of this KPI is to measure the damages to bagged products at BCSC Depots covered by this Agreement. Alexandria Depot is to minimize the damage occasioned to bagged BCSC products transhipped to the Depot.

Inventory Accuracy	560 bags	448 bags per month 20% reduction
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The purpose of this KPI is to improve inventory accuracy at BCSC Depots covered by this Agreement. Stock adjustments of bagged products will be measured against the Benchmark and improvements recorded.

Rail Wagon Turnaround	226 wagons per month	263 wagons per month
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16% improvement



The purpose of this KPI is to measure the throughput of rail wagons and to increase inventory throughput. To achieve this requirement, additional rail wagons will be transhipped through Clyde Depot and Boral Concrete, St Peters.

Monthly reports will be made available to all depot staff.

8. Hours of Work

- a. It is agreed between the parties that operations at all sites shall operate on an eight hour shift basis Monday to Friday to reduce overtime and allow for safe working conditions.

Any requirement to work additional hours prior to the commencement or past the end of any shift or hours worked in excess of 8 hours will be paid as overtime in accordance with clause 19. Overtime of the Award. Provided that such overtime is authorised by management.

- Shifts at Clyde	5.00 am	-	2.00 pm
	10.00 am	-	7.00 pm
	2.00 pm	-	11.00 pm
	5.00 pm	-	2.00 am
- Shifts at Alexandria	6.00 am	-	3.00 pm
	7.00 am	-	4.00 pm
- Shifts at St Peters	6.00 am	-	3.00 pm

- b. Saturday morning shift at Clyde requires only two operators. Normal morning shifts Monday to Friday requires three operators. It has therefore been agreed on rotation that one operator will have one Saturday in three off duty.
- c. It is recognized by the depot operators that, on occasions, commencing times for work vary. Generally at least one week's notice of any change to a depot operator's starting time will be given by management, except in the case of emergencies. A roster will provide shift requirements and be made available to all operators.
- d. It is agreed that Depot Operator Level 1 employees shall work day shift only, that is either the 10.00am to 6.00pm shift or the 7.00am to 3.00pm shift.

9. Shift Work

Employees required to do shift work shall receive \$18 per day which shall be paid in addition to base rates of pay. Shift work applies when commencement of an ordinary shift is 4.00am or 11.00am. An additional \$2 per day applies to the 5.00pm shift at Clyde.



10. Annual Leave Loading

In addition to entitlements pursuant to the Annual Holidays Act 1944, employees shall be paid 20% annual leave loading.

With the exception of the amount of loading, all other provisions relating to annual leave loading contained in clause 28. Annual Leave of the Award shall apply to employees covered by this agreement.

11. Working Away Allowance

A working away from normal depot allowance of \$15 per day will apply when covering operations such as Canberra, Wauchope and Stabilisation sites.

In addition to the payment of the above allowance, the provisions of clause 14. Traveling and Living Away Allowance of the Award shall also apply.

12. Rates of Pay

Wages shall be paid in accordance with Schedule A attached to this Agreement. Any applicable allowance is to be advised to the Pay Office in the weekly format.

A base increase of 2% will apply at the expiration of this agreement.

An additional 1% increase will apply in meeting KPI's as outlined in Clause 7.

13. RDO's

It has been agreed that RDO's will be taken and not worked. In addition, RDO's may accumulate to a maximum of five days at a time within a 12 month period. For the purposes of this agreement, "12 month period" means a period of 12 months commencing from 1 November 1999.

There shall be no accumulation of RDO's beyond five days and all RDO's must be taken within each 12 month period. The pay out of RDO's at the end of twelve months is not allowed.

14. Productivity

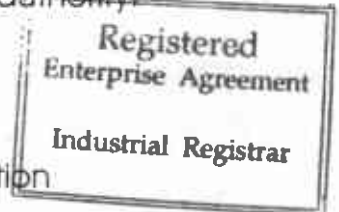
It has been agreed to assist productivity and safety in the workplace to provide a \$200 bonus at the expiration of the agreement providing there have been no LTI's for the period.

Registered
Enterprise Agreement
Industrial Registrar

15. Disputes Settlement Procedure

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 Depot Superintendent
 - ii. Employee/employees representative to Distribution Manager
 - iii. Involvement of General Manager
- 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.



During any stage of the procedure contained in this clause, an employee may be represented by a trade union.

There shall be a commitment by the parties to achieve 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.

Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussion to be finalised.

Emphasis shall be placed on 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.

In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoiding 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.

16. Signatories to the Agreement

 26/07/00
Fuller, G Date

 26/07/00
Gately, P G Date

 26/07/00
Gair, A Date

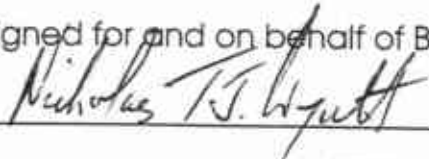
 26/7/00
McAllister, A J Date

 26/7/00
Walton, J W Date

 26-7-00
Yanz, G S Date

 26-7-00
Fuller, J Date

 26.07.00
Thomas, K Date

Signed for and on behalf of Blue Circle Southern Cement Limited
 27/7/00
Wyatt, N T J Date



SCHEDULE A

Classification	Current	Rates available at expiration of Agreement	Rates available at expiration if KPI's met
Depot Operator Level 1	\$481.46	\$491.09	\$496.00
Depot Operator Level 2	\$527.82	\$538.38	\$543.76
Depot Operator Level 3	\$574.56	\$586.05	591.91

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