

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/358

TITLE: **Blue Circle Southern Cement Bag Drivers Enterprise Agreement 2006**

I.R.C. NO: IRC5/5756

DATE APPROVED/COMMENCEMENT: 22 November 2005 / 16 June 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/295.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all bag drivers employed by Blue Circle Southern Cement Ltd, located at Maldon Bridge Road, Maldon NSW 2571, Cormorant Road, Kooragang Island NSW 2304, who fall within the coverage of the Transport Industry Mixed Enterprises Interim (State) Award.

PARTIES: Blue Circle Southern Cement -&- Raymond Bushby, Warwick Cheshire, Hoy David, Gerard Kovic, Gregory Langham, Craig Martin, Mark Shephard, Tony Templeman, Lindsay Walls

1. Title of Agreement

This Agreement shall be known as the Blue Circle Southern Cement Bag Drivers Enterprise Agreement 2006.

2. Clause Index

1. Title of Agreement
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3. Application

This Agreement shall apply to all bag drivers employed by Blue Circle Southern Cement Ltd (hereinafter referred to as "BCSC") at:

Maldon Bridge Road
Maldon NSW 2571

Cormorant Road
Kooragang Island NSW 2304

4. Parties Bound

The parties to this agreement are:

- i. BCSC;
- ii. Employees of BCSC employed as bag drivers at the locations referred to in Clause 3 above.

5. Term of Agreement

This Agreement shall take effect from the beginning of the first pay period to commence on the 1st January 2006 with the approval by the Industrial Relations Commission of NSW and shall remain in force for a period of 2 years.

6. Relationship to Parent Award

This Agreement shall be read and interpreted in conjunction with the Transport Industry Mixed Enterprises (State) Award 2002 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

(i)

KPI	Benchmark	Target
Absenteeism	60 days per annum	48 days per annum 20% reduction

Drivers are to minimise absenteeism. The purpose of this KPI is to measure attendance at the workplace.

(ii)

KPI	Benchmark	Target
Damage	260 bags per month	200 bags per month 20% reduction

The purpose of this KPI is to measure the damage to bagged products at BCSC Depots covered by this Agreement. Drivers are to minimise the damage to bagged BCSC products transhipped to the BCSC Alexandria Depot.

(iii)

KPI	Benchmark	Target
Inventory Accuracy	560 bags	448 bags per month 20% reduction

The purpose of this KPI is to improve inventory accuracy at the BCSC Alexandria Depot covered by this Agreement. Stock adjustments of bagged products will be measured against the Benchmark and improvements recorded.

(iv)

KPI	Benchmark	Target
Tonnes Carried	12,500 tonnes per month	13,750 tonnes per month 10% improvement

The Bag Fleet is to increase inventory throughput. To achieve this requirement, additional tonnes will be transported. Tonnes carried will be verified against the monthly Transport Profit and Loss Report. The purpose of this KPI is to measure the throughput of tonnes by BCSC vehicles. It is acknowledged that the achievement of the target for this KPI may be subject to certain variables. Those variables include, but are not limited to:

- Weather
- Production failures, eg. kiln shut down, packaging equipment failure

- Equipment failure – not driver related
- Market demand

(v)

Fuel Costs	Benchmark	Target
Fuel Costs	\$32,651 per month	\$31,000 per month 5% improvement

The Bag Fleet is to achieve fuel cost efficiencies. To achieve this requirement methods will be developed with discussions between drivers and management to reduce fuel costs and increase operational efficiencies.

It is acknowledged that the achievement of the target for this KPI may be subject to variables outside the drivers' control. These variables may include:

- Business operational change
- World fuel pricing
- Equipment failure - not driver related

(vi)

KPI	Benchmark	Target
Tyre Costs	\$6,208 per month	\$5,900 per month 5% improvement

The Bag Fleet is to achieve tyre cost efficiencies. To achieve this requirement methods will be developed with discussions between drivers and management to reduce tyre costs and increase operational efficiencies.

It is acknowledged that the achievement of the target for this KPI may be subject to variables outside the drivers' control. These variables may include:

- Procurement change
- Business operational change
- Equipment failure – not driver related

(vii) **Quality of Paperwork**

The purpose of this KPI is to ensure that driver's documentation is compiled and maintained to a consistent standard. All drivers are to maintain the documentation in accordance with RTA and company requirements. The following paperwork is to be submitted to the Transport Supervisor at Maldon in accordance with the following schedule:

- **NHVAS (Maintenance Management)** – Submitted each Saturday, no later than 1200 hours workday performed Run Sheets, Vehicle daily checks, Fault reports and Service requirements are to be completed thoroughly as per NHVAS Management scheme, and signed by the driver certifying the information contained therein is correct and completed. The information submitted by drivers on the workday performed Run Sheets is to be accurate and include allocated start/finish time, the shift (day or night shift) and truck type (Single or B-double).

▪ **Vehicle Monitoring Devices**

- **All BCSC Vehicles** – All BCSC vehicles are fitted with tachographs. These are to be submitted weekly in conjunction with workday performed Run Sheets. Drivers are responsible for installing new cards on a daily basis.
- **Authorised Log Books** - Where drivers are required by Legislation to use Authorised Log Books, the duplicate page is to be submitted each Saturday, no later than 1200 hours.

(viii) Performance Proficiency Appraisal/Bonus

At the completion of each six monthly period of the Agreement each driver will have a Performance Appraisal with the Transport Supervisor using the criterion set out in Schedule “A” and determine how each driver has performed. This assessment will be categorised as:-

- (a) Unsatisfactory
- (b) Improvement required
- (c) Satisfactory
- (d) Frequently exceeds satisfactory standard

The objectives set out in Schedule “A” will be allocated points with a maximum of 220 points that can be achieved. Based on the driver Performance Appraisal and points allocated each driver will receive a bonus (before Tax) as set out below:-

- (a) Under 120 points - No Bonus
- (b) 120 – 149 points - \$125
- (c) 150 – 179 points - \$250
- (d) 180 – 220 points - \$500

8. KPI Review Committee

To ensure that drivers have input into the implementation and execution of KPI's a driver's representative will be established. The driver's representative will meet with the Distribution Manager quarterly to review matters relating to KPI's, or where appropriate.

9. Rostered Days Off

The RDO system will continue to apply in the following manner: -

1. Employees shall work in order to accrue 1 RDO every four weeks, 13 RDO's per year.
2. The RDO once accrued, should be taken in that month.
3. However, RDO's may be accumulated to be taken as a block of 5 RDO's.
4. There shall be no accumulation of RDO's beyond thirteen days and all RDO's must be taken within the 12 month period.
5. Where an industry RDO is scheduled, the allocation staff at Maldon are to review operations in order to task transport from Maldon works. Where this is not possible the RDO is to be taken by the driver.

10. Remuneration

An increase of 4% will be applied, effective the 1st January 2006, in respect of the previous twelve months, on approval of the EBA by the Commission.

Hourly rate structure 1st January 2005 as per Schedule "B".

A base increase of 2% will apply at the expiration of each twelve month period of this Agreement (1st January 2007, 2008).

A further 2% will be payable on these dates (1st January 2007, 2008) if KPI's are achieved, plus bonus performance payments made half yearly as outlined in clause 7.

11. Productivity Allowances

The driver operation of forklifts on Day shift is only applicable to Berrima Works and Premier Concrete deliveries, whereby a one off payment of \$15 will apply (Work sheet verification). The driver representative will advise and discuss any future request for forklift operation on Day shift with the Distribution Manager. Nightshift forklift operations are covered by increased hourly rate loading.

A Leading Hand/Foreman, predominantly on Night Shift, is to receive an additional allowance of \$25 per week.

A driver holding a current First Aid Certificate is to receive an additional allowance of \$10 per week.

As a requirement of employment the driver is required to hold a current B-double licence. The Company will reimburse 50% of the cost of obtaining a B-double licence upon commencement as a permanent employee.

As a requirement of employment the driver is required to hold a current Forklift licence. The Company will reimburse 50% of the one off cost of the Forklift licence, and provide regular refresher training at Company expense.

12. Key Initiatives

A. Personnel/ Performances Policies

The following policies shall be observed:

- (i) Counselling and Disciplinary Procedure (See Appendix 1)
- (ii) Driving, Accident and Accountability Policy (See Appendix 2)
- (iii) Policies on Medical Examination – Heavy Vehicle (See Appendix 3)

B. Work Practices

The BCSC bag drivers agree to perform the following work practices/procedures:

1. All new drivers to attain B Double and forklift licences.
2. All Drivers to be able to load and unload at any BCSC Depot, provided all safety procedures are in place.

3. All drivers to be able to drive both B Double and single trailers. Payment to be based for any particular shift.

13. Conflict Resolution Procedure

1. We are jointly committed to this procedure and shall promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion and avoid interruption to the performance of work and the consequential loss of production and earnings.
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 discussion and avoid interruption to the performance of work and the consequential loss of production and earnings.
 - 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 Bagged Cement Transport Supervisor
 - ii. Employee/employees representative to Distribution Manager
 - iii. Consultative committee
 - iv. If not resolved the appropriate Industrial Organisation of Employees and General 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.
3. There shall be a commitment by the parties to achieve 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.
4. Sensible time limited 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 discussions to be finalised.
5. 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.
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.
7. BLUE CIRCLE SOUTHERN CEMENT shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the

Occupations Health and Safety Act 2002 (NSW) and consistent with the established customer and practice at the workplace.

14. Anti-Discrimination

1. It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* 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.
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 fulfillment 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.
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.
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.
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.

Notes

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

15. Signatories to the Agreement

R Bushby

Date

W Cheshire

Date

D Hoy

Date

G Langham

Date

M McNamara

Date

C Martin

Date

M Shephard

Date

T Templeman

Date

L Walls

Date

G Kovic

Date

Signed for and on behalf of Blue Circle Southern Cement Limited

N Wyatt

Date

APPENDIX 1

COUNSELLING AND DISCIPLINARY PROCEDURE

This Procedure shall not apply where actions and/or behaviour of an employee are such as to constitute grounds for summary dismissal.

In any reasonable case where the actions and/or behaviour of an employee are unacceptable to the employer the employee shall be counselled. This will be “on the run” and is part of the day to day working relationship. The employee will be advised that this is the informal stage of counselling.

Should the counselling “on the run” be unsuccessful, the employee shall be formally counselled in the presence of the Union delegate or any other authorised representative. The employer shall clearly identify the unacceptable actions and/or behaviour and advise in writing on corrective measures and a review date.

Where the formal counselling has failed to correct the unacceptable actions and/or behaviour a further review will occur and will incorporate a final written warning to the employee identifying the unacceptable actions and/or behaviour, the corrective measures and a review date.

Where the formal counselling has failed to correct the unacceptable actions and/or behaviour a further review will occur and will incorporate a final written warning to the employee identifying the unacceptable actions and/or behaviour, the corrective measures required, review date and advising of subsequent steps which may be taken.

If no change occurs by the review date and after reviewing of all facts the employer may exercise the options available and downgrade the employee or provide alternative non driving duties or direct the employee on disciplinary leave or give notice or termination.

Where warnings have been made under the procedure prescribed herein and a subsequent review shows that the appropriate corrective measures have been taken by the employee, then the warning shall be withdrawn from the employee’s file after the expiration of a 12 month period.

Consideration of previous driving records/history should be taken into account prior to recommending disciplinary action.

APPENDIX 2

DRIVING ACCIDENT AND ACCOUNTABILITY POLICY

ALL accidents must be reported in writing no matter how minor to the employee's Supervisor/Manager. Supervisor/Manager must complete an accident notification form within the nominated period.

Accident Definitions

1. **A Minor Accident** is where no one is injured and as a general rule where the vehicle is available to carry out its normal duty at the next shift.

A minor accident is to be investigated within 48 hours by the Transport Supervisor and/or Manager, and assessed as to the "at fault" party. A record must be kept in the driver's file at Maldon.

2. **A Major Accident** is all other accidents not covered by a minor definition. If third party damage occurs, requiring the relevant authority (police etc) to be involved, it is to be considered to be a major accident.

Accident Investigation and Accountability Procedures

1. Minor Accidents

The driver may continue with normal duties until the investigation/interview by the Manager/Supervisor depending upon the following:

- i. If any driver has two (2) minor "at fault" accidents in any 12 month period the driver must undergo a full D.A.T. test before being allowed back on the road, and where appropriate the matter may be dealt with in accordance with the Counselling and Disciplinary Procedure.

Note: Should the driver be a casual or under probation then any "at fault" accident within the first 6 months may result in dismissal.

2. Major Accidents

- i. Must be investigated at the scene of the accident where possible, by a Driver Assessor Trainer, Transport Supervisor/Manager, and the Driver and/or delegate.
- ii. The accident must then be fully investigated within 24 hours by an Accident Investigation Committee consisting of at least a Driver Assessor Trainer, the Transport Manager, (a selected Senior Driver) and a delegate. The driver involved in the accident has a right to be fully heard by the Investigation Committee.

APPENDIX 3

POLICY ON MEDICAL EXAMINATIONS – HEAVY VEHICLES

This policy applies to Boral employees who drive rigid, articulated B-Doubles and dangerous goods vehicles which are licensed for use on public roads.

1. Medical Examination Procedure

Medical examination should be carried out by a medical practitioner who has an understanding of the physical and psychological demands of driving heavy goods vehicles.

Where possible medical examinations should be conducted as early in the day as practicable.

Medical examinations should include:

- a) medical history
- b) physical measurements, i.e. height, weight, pulse, blood pressure, vision distance/near/colour/fields, central nervous system, heart and lungs, spirometry, musculo-skeletal
- c) biological measurements, i.e. urinalysis, blood tests if indicated
- d) ECG if over 40 (or if indicated by history and physical examination)
- e) stress test (any age) if three (3) or more coronary risk factors are identified.

2. Frequency of Examination

- a) pre-employment medical evaluation for all drivers
- b) drivers of rigid, articulated and B-Doubles vehicles annually (examinations may be performed more frequently if medically indicated).
 - The driver should be advised that the review is required to assess their progress and revision of their driving status. The aim being to return them to their usual driving occupation on achieving a satisfactory level of fitness. In the event that the driver indicates concern regarding this process, and his concern has not been resolved by the examining Doctor, Boral's OH&S Service should be contacted so that additional support and advice can be provided.
 - Medical reports are to be kept confidential and employees are entitled to obtain a copy of the health evaluation report received by the employer.

APPENDIX 3

3. Costing for Examinations

The medical examination, which may include biological measurements such as urinalysis and blood tests will be paid for by Blue Circle Southern Cement.

Blue Circle Southern Cement will also pay for an ECG if indicated and a stress test if required. Any further investigations or treatment for non work related conditions are the responsibility of the employee and should be claimed through Medicare or the person's private health fund.

SCHEDULE "A"

BLUE CIRCLE DRIVERS PERFORMANCE APPRAISAL SCHEDULE "A" POINTS

Objective Measure	Points Allocation
Availability <ul style="list-style-type: none"> ▪ Sick leave (any day before or after a weekend, RDO or a public holiday) ▪ Availability for Saturday when required 	<ul style="list-style-type: none"> ▪ Maximum 10 points ▪ Deduct 2 points for every breach
LTI's <ul style="list-style-type: none"> ▪ Any lost time injury 	<ul style="list-style-type: none"> ▪ Maximum 20 points ▪ Deduct all 20 points in the event of an LTI
MTI's <ul style="list-style-type: none"> ▪ Any medically treated injury 	<ul style="list-style-type: none"> ▪ Maximum 10 points. ▪ Deduct 10 points for each medically treated injury
Major Vehicle Accidents <ul style="list-style-type: none"> ▪ Any Major accident as defined in EBA irrespective of driver fault 	<ul style="list-style-type: none"> ▪ Maximum 20 points ▪ Deduct all 20 points in the event of a MVA
Complaints and Accidents <ul style="list-style-type: none"> ▪ Minor accidents as defined in EBA irrespective of driver fault ▪ Verified customer complaints ▪ Verified public complaints 	<ul style="list-style-type: none"> ▪ Maximum 10 points ▪ Deduct 5 point for each breach
Driving Performance <ul style="list-style-type: none"> ▪ Tachograph reporting ▪ Speeding (travelling at greater than 106km.hr for more than 40 seconds) ▪ Compliance with driver breaks 	<ul style="list-style-type: none"> ▪ Maximum 10 points ▪ Deduct 2 point for each breach
Paperwork <ul style="list-style-type: none"> ▪ Completed as per NHVAS on a daily basis 	<ul style="list-style-type: none"> ▪ Maximum 20 points ▪ Deduct 2 points for each breach
Productivity <ul style="list-style-type: none"> ▪ Measuring the performance in relation to balance of Fleet 	<ul style="list-style-type: none"> ▪ Maximum 20 points ▪ Deduct 2 points for each breach

Subjective Measure	Points Allocation
<p>Presentation</p> <ul style="list-style-type: none"> ▪ Truck cleanliness ▪ Uniform – driver will wear uniform and will be presentable at all times during working hours ▪ Acts in a professional and ethical manner 	<p>Rating</p> <ul style="list-style-type: none"> ▪ 20 points for outstanding performance ▪ 10 points for satisfactory performance ▪ Supervisor will rate between 0 and 20
<p>Complies with Boral Policies</p> <ul style="list-style-type: none"> ▪ Environmental ▪ OH&S (in particular entry and exit of trucks, seat belts) ▪ Smoking policy ▪ Wears personal protective equipment 	<p>Rating</p> <ul style="list-style-type: none"> ▪ 20 points for outstanding performance ▪ 10 points for satisfactory performance ▪ Supervisor will rate between 0 and 20
<p>Communication</p> <ul style="list-style-type: none"> ▪ Encourages open communication that allows issues to be raised easily ▪ Treats those around him with respect and empathy ▪ Has effective, polite and timely communication with office staff 	<p>Rating</p> <ul style="list-style-type: none"> ▪ 20 points for outstanding performance ▪ 10 points for satisfactory performance ▪ Supervisor will rate between 0 and 20
<p>Change Management</p> <ul style="list-style-type: none"> ▪ Solves problems effectively ▪ Works actively to improve performance ▪ Displays initiative and a sense of responsibility to get on with the job 	<p>Rating</p> <ul style="list-style-type: none"> ▪ 20 points for outstanding performance ▪ 10 points for satisfactory performance ▪ Supervisor will rate between 0 and 20
<p>Business Focus</p> <ul style="list-style-type: none"> ▪ Demonstrates a strong customer focus ▪ Identifies ways of improving doing business and new business opportunities for Blue Circle 	<p>Rating</p> <ul style="list-style-type: none"> ▪ 20 points for outstanding performance ▪ 10 points for satisfactory performance ▪ Supervisor will rate between 0 and 20

Schedule "B"

DRIVER HOURLY RATE STRUCTURE

1st January 2005

Semi Trailer Day Shift	\$17.1665
Semi Trailer Night Shift	\$22.3165
B-double Day Shift	\$20.8178
B-double Night Shift	\$27.0634