

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/94

TITLE: Blue Circle Southern Cement Depot Operators Enterprise Agreement 2003

I.R.C. NO: IRC3/6943

DATE APPROVED/COMMENCEMENT: Approved 22 December 2003/Commenced 1 November 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/92

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all depot operators employed by Blue Circle Southern Cement Ltd at BCSC Clyde Depot, Parramatta Road, Auburn NSW 2144, BCSC Alexandria, 205 Euston Road, Alexandria NSW 2015 and BCSC/Boral Concrete, Burrows Road, St Peters NSW 2044

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



BLUE CIRCLE SOUTHERN CEMENT LIMITED D ENTERPRISE AGREEMENT



1. Title of Agreement

This agreement shall be known as the Blue Circle Southern Cement Depot Operators Enterprise Agreement 2003.

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
205 Euston Road
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 2003 with the approval by the Industrial Relations Commission of NSW and shall remain in force for a period of three years.

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	60 days per annum	48 days per annum 20% reduction
Depot Operators are to minimise absenteeism. The purpose of this KPI is to measure attendance at the work place.		
Damage	260 per month	200 per month 23% reduction
The purpose of this KPI is to measure the damages to bagged products at BCSC Depots covered by this Agreement. Alexandria Depot is to minimise the damage occasioned to bagged BCSC products transhipped to the Depot.		
Inventory Accuracy	560 bags	448 bags per month 20% reduction
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 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 results will be made available to all depot staff.

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 9, 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
- Shifts at Alexandria	6.00 am	-	3.00 pm
- Shifts at ST Peters5	5.00 am	-	2.00 pm

- b. Saturday morning shift at Clyde requires only two operators. It has therefore been agreed that manning will be on rotation.
- c. It is recognised 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.

9. Shift Work

Employees required to do shift work shall receive \$20 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 commencement of shift after 5.00pm.

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 and Stabilisation sites.

In addition to the payment of the above allowance, the provisions of clause 14, Travelling 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 3% will apply at the expiration of each twelve-month period of this agreement (1st November 2004, 2005, 2006).

A further 1% will be payable on these dates if KPI's are achieved, 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 each 12 month period (Anniversary dates 1st November 2004, 2005, 2006). There shall be no accumulation of RDO's beyond five days and all RDO's must be taken within each 12 month period.

14. Productivity

It has been agreed to assist productivity and safety in the workplace to provide a \$500 bonus at the expiration of each 12 month period providing there have been no LTI's for any employee during the relevant twelve month periods.

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.

Bowaring, S	Date	18 / 11 / 03
Gately, P G	Date	17 / 11 / 03
Gair, A	Date	19 / 11 / 03
McAllister, A J	Date	19 / 11 / 03
Walton, J W	Date	19 / 11 / 03
Yanz, G S	Date	19 / 11 / 03
Fuller, J	Date	18 / 11 / 03
Signed for and on behalf of Blue Circle Southern Cement Limited		
Wyatt, N T J	Date	17 / 11 / 03

SCHEDULE A

Classification	Current 1.11.03	Rates available at 1.11.04 of Agreement	Rates available at 1.11.04 if KPI's met
Depot Operator Level 1	\$510.88	\$526.20	\$531.32
Depot Operator Level 2	\$560.07	\$576.87	\$582.47
Depot Operator Level 3	\$609.67	\$627.96	\$634.06

Classification	Current 1.11.04	Rates available at 1.11.05 of Agreement	Rates available at 1.11.05 if KPI's met
Depot Operator Level 1	\$531.32	\$547.26	\$552.57
Depot Operator Level 2	\$582.47	\$599.94	\$605.77
Depot Operator Level 3	\$634.06	\$653.08	\$659.42

Classification	Current 1.11.05	Rates available at 1.11.06 of Agreement	Rates available at 1.11.06 if KPI's met
Depot Operator Level 1	\$552.57	\$569.15	\$574.67
Depot Operator Level 2	\$605.77	\$623.94	\$630.00
Depot Operator Level 3	\$659.42	\$679.20	\$685.80