

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/215

**TITLE:** **Blue Circle Southern Cement Seven Hills Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/3179

**DATE APPROVED/COMMENCEMENT:** 6 July 2005 / 23 March 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/221.

**GAZETTAL REFERENCE:** 26 August 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees of the Company (BCSC) only engaged as Production Operators at BCSC's plant located at Powers Rd, Seven Hills, NSW. It covers employees who fall within the coverage of the Blue Circle Packaging Plant (State) Award.

**PARTIES:** Blue Circle Southern Cement Limited -&- The Australian Workers' Union, New South Wales

# **BLUE CIRCLE SOUTHERN CEMENT SEVEN HILLS ENTERPRISE AGREEMENT 2005**

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## **2. Title**

This Agreement shall be known as the Blue Circle Southern Cement Seven Hills Enterprise Agreement 2005

## **3. Parties Bound**

This Agreement shall be binding on:

- 3.1 Blue Circle Southern Cement Seven Hills (hereafter referred to as "BCSC"), a division of Blue Circle Southern Cement Limited;
- 3.2 The Australian Workers Union; and
- 3.3 Employees of BCSC engaged as Production Operators at BCSC's plant at Powers Road, Seven Hills, NSW only. The parties acknowledge that during the life of this Agreement BCSC may relocate its operations currently at Powers Road, Seven Hills, NSW to BCSCs Maldon Cement Works. Despite any such relocation it is agreed by the parties that this Agreement will have no application to the Maldon Cement Works or any other site that Employees covered by this Agreement may be relocated to.

## **4. Period of Operation**

This Agreement shall have effect from 22 March 2005 and shall have a nominal term of 2 years from that date. Thereafter, this Agreement shall remain in force until terminated.

As noted in clause 3 above, the parties agree that this Agreement will have no effect after the relocation to the Maldon Cement Works or any other site. While this agreement may remain in force, it will have no practical application after the relocation is complete.

## **5. Relationship With Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the Blue Circle packaging Plant (State) Award as varied, provided that where this Agreement is inconsistent with that award, the provisions of this Agreement shall prevail to the extent of the inconsistency.

## **6. Shift Work**

### **6.1 Definitions**

"Ordinary Day work" - any shift commencing after 5.00am or ending before 5.00pm on any weekday.

"Afternoon Shift" - any shift finishing after 5.00pm and at or before midnight on a weekday.

"Night Shift" - any shift finishing after 12.00 am and at or before 7.00am on Tuesday to Saturday mornings.

"Weekend Night Shift" - any shift finishing after 12.00 am and at or before 7.00am on Sunday to Monday mornings.

### **6.2 Notice of Shifts**

BCSC may roster an employee to work ordinary day work, an afternoon shift or a night shift by giving 7 or more days notice, except in the case of emergency (in which case, less notice of a change of roster may be given) or where an employee accepts less notice to work a particular shift.

### **6.3 Shift Allowances**

6.3.1 Subject to 6.3.3 an employee shall, for the life of this agreement, be paid an allowance of 15% for each afternoon shift worked..

6.3.2 Subject to 6.3.3 an employee shall, for the life of this agreement, be paid an allowance of 25% for each night shift worked..

6.3.3 Where an employee leaves work for any reason before the completion of an afternoon shift or night shift, the appropriate allowances in 6.3.1 and 6.3.2 shall only be paid for those hours worked.

6.3.4 Normal weekend penalty rates apply for "Weekend Night Shift" work.

### **6.4 Overtime where rostered to work shift for less than a week**

If an employee is required to work afternoon shift for less than a full week, the employee shall be paid for the days in that week that the employee does not work the afternoon shift at overtime rates for all hours worked after 5.00pm.

If an employee is required to work night shift for less than a full week, the employee shall be paid for those days in that week that the employee does not work the night shift at overtime rates for all hours worked after 12.00 midnight.

### **6.5 No Flow Ons**

The parties acknowledge that this Agreement is made in relation to the needs of the employees bound by it and BCSC at the Seven Hills Packaging Plant, and that it shall not lead to any flow-on of these arrangements to any other BCSC business or workplace or any business or workplace of any company which is a related corporation of BCSC.

**7. Annual Leave and RDO**

- 7.1 A minimum of 1-month notice must be given to management if annual leave is to be taken or an agreement between the two parties has been made.
- 7.2 A minimum of 5 days notice must be given when a Rostered day is to be taken or an agreement between the two parties has been made.

**8. BCSC Seven Hills’ Vision**

We will achieve our vision of leadership and profitable growth by delighting customers inside and outside BCSC Seven Hills.

Delighted Customers	Leadership	Profitable Growth
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**8. BCSC Seven Hills’ Values**

By holding ourselves accountable and continually addressing areas where we can improve, we will create an environment reflecting these common values:

Mutual Respect and trust in our working relationship.	Communication that is open, consistent and two-way.
Innovation and encouragement to challenge the status quo	Continuous Improvement, development and learning in all we do.
Performance with recognition for results	Teamwork and meeting our commitments to one another

**10. Training and Development**

10.1 Opportunities for Employees

BCSC makes a commitment to provide the opportunity to all employees for a reasonable amount of training. BCSC believes that the provision of continuous learning is essential to support and development of decision-making and leadership skills, and team self-management.

10.2 Continuous Improvement

The parties to this award agree that

- (a) Continuous improvement is an integral part of the business and that there will be full support for and involvement in BCSC continuous improvement activities.
- (b) All continuous improvement meetings and activities shall be counted as time worked.

10.3 Traineeships

BCSC may establish a system of traineeships, which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that trainees shall displace existing employees from employment. Nothing in this clause shall be taken to replace the prescription of training requirements.

10.4 Classification structure

- a) Competencies for a 5 step classification structure
  - i. Team Leader
  - ii. Sand Supervisor
  - iii. Panel Operator

- iv. Multi-skilled Operator
  - v. Entry Level Operator
- b) A Competency based training program;
  - c) A training and competency review system

#### 10.5 Basic Maintenance, Quality Control and Forklift Operation

The specific tasks to be performed in respect to basic maintenance and quality control will be defined by the Operations Manager. The General scope of each will be:

- a) **Basic Maintenance:** provide first response to breakdowns and correct if possible. If not, notify appropriate person for prompt action. Giving assistance to the fitter on site when necessary .In addition, regularly complete preventative checks of plant (e.g. cleaning down the packer, equipment inspection) and report for actions to be included in the daily production report. Training where possible will be given to employees where necessary.
- b) **Quality Control:** A program will be set up to introduce key basic quality control principles. This will enable production staff to assist the quality Control officer when needed. Employees will be on a rotation basis in regards to training.
- c) **Forklift Operation:** maintenance staff at times will require a forklift operator to assist them. In situations where Forklift drivers are unable to assist, the full time fitters will be able to operate the forklifts for maintenance jobs only.

#### 10.6 Production Team Leader

Promotion to the position of Production Team Leader will be by appointment only.

#### 10.7 Team Leader/Sand Supervisor Fill in Position

This outlines the arrangements when a Panel Operator has been nominated by Management to act as the stand in Team Leader/Sand Supervisor. This is necessary when the Team Leader/Sand Supervisor is not present on site.

- a) The Acting Team Leader/Sand Supervisor will be nominated by management with consultation with the Team Leaders.
- b) To be an Acting Team Leader/Sand Supervisor, the period must be of a minimum of 5 normal working days.
- c) The Acting Team Leader/Sand Supervisor will be remunerated on the Team Leader/Sand Supervisor rate, subject to 10.7a) and 10.7b) being satisfied.
- d) An employee shall be paid in accordance with their normal classification when trialling the Team Leader/Sand Supervisor position, when the Team Leader/Sand Supervisor is present.
- e) An employee shall be paid in accordance with their normal classification when filling in for a Team Leader/Sand Supervisor who is absent on sick leave, rostered days off, training or for any other period of absence that is not in accordance with clause 10.7a) or 10.7b).

### **11. Job Security**

BCSC makes a commitment to its employees that any reduction in the number of our people will, for the life of the agreement. Only occur on a voluntary basis or by natural attrition.

## 12. Probationary Employment

- a) All new employees (other than a casual employee) of BCSC will be subject to an initial probationary period of 3 months, during which time BCSC will assess the employee's suitability for his or her position.
- b) BCSC may terminate the employment of a new employee during the probationary period with one weeks' notice in writing. BCSC may elect to pay the employee in lieu of part of all of this notice period. An employee serving a probationary period may terminate their employment by providing BCSC with one weeks' notice in writing.

## 13. Wages and Allowances

### 13.1 Opportunities for Employees

A wage increase will be as follows to all skill classifications during the term of this Agreement:

A 4% wage increase from the first full pay period to commence on or after 22 March 2005.

A 4% wage increase from the first full pay period to commence on or after 19 March 2006.

### 13.2 Wages

The following table defines the normal 38-hour weekly wage rate payable to each skill classification during the term of this Agreement:

Skill Classification	Date Effective From	Hourly Rate	Wage Rate 38Hour Week
Level 5 - Production Team Leader	22/3/05	\$20.62	\$783.52
	19/03/06	\$21.44	\$814.86
Level 4 - Sand Supervisor	22/3/05	\$19.18	\$728.65
	19/03/06	\$19.94	\$757.80
Level 3 - Panel Operator	22/3/05	\$17.73	\$673.67
	19/03/06	\$18.44	\$700.62
Level 2 - Multiskilled Operator	22/3/05	\$16.72	\$635.22
	19/03/06	\$17.39	\$660.63
Level 1 - Entry Level Operator	22/3/05	\$15.66	\$594.97
	19/03/06	\$16.28	\$618.77

### 13.3 Meal Allowance

The following meal allowance will be applicable for the term of this Agreement as per the conditions defined in the Blue Circle Packaging Plant (State) Award:

Date effective From	Allowance
22/3/05	\$9.64
19/03/06	\$10.03

## 14. Reward and Key Performance Indicators

### 14.1 Participation In Reward Scheme

Employees will be entitled to participate in BCSC's reward scheme on the following basis:

- a) A reward will be paid in accordance with clause 14.2 (a) - (b) to employees who fulfil the requirements of the following Key Performance Indicators (KPI's). Each KPI has a 50% weighting for the net bonus potentially available to each employee:

I. Attendance. This is an individual KPI. An absent day is defined as any Leave Without Pay (for a full 8 hour shift). An employee who has a perfect attendance record (i.e. no absent days) will achieve 100% of this KPI. If an employee has an 'absent day' without a Doctors certificate they will be penalised their Attendance Reward for that week in which the 'absent day' occurs. The Doctors certificate must be presented on the next rostered shift or it will be considered as an "absent day".

II. Housekeeping. This is a shift KPI for the BCSC site.

1. Inspection days

The Operations Manager and Team Leaders (or representative) will walk and inspect the site every Wednesday and Friday at 1pm. An inspection will occur on Wednesday and unsatisfactory areas will be noted and clearly communicated back to the Team Leaders in writing. An agreement will be made in writing between management and the Team leaders.

The Team Leaders will be responsible for nominating the individuals with areas that they will be responsible for cleaning. If the agreed areas are not satisfactory on the second inspection on Friday 5 pm the individuals responsible for that area, will forfeit their bonus for that week.

2. BSCS supplied uniforms

Supplied uniforms must be looked after the following criteria's must be satisfied for the employee to gain the housekeeping bonus. Employees not satisfying the criteria's below will forfeit their house keeping bonus for that week.

a) Uniforms are to be placed in the supplied laundry bin.

b) Company clothing is not to be removed off site

c) Lockers must at all time's be locked

d) Clothing lockers are not to be vandalised

#### 14.2 Calculation of Reward

a) Rewards are calculated and paid weekly. If an employee fails to satisfy the criteria of either KPI they will be penalised 50% of their total Reward for that week.

b) An employee must be in employment with BCSC on a permanent basis to participate in the Reward Scheme.

c) A reward pool will be available for all employees to share for the term of this Agreement. The potential quantity of this payment will be equal to all permanent employees that are covered by this Agreement. Note, however that the pool is to be shared amongst a maximum of 11 permanent employees, i.e. if the employees increase more than 11, the reward pool must be increased proportionately.

d) The total quantity of rewards that are penalised for both KPI's during each 4-month period will be re-distributed to those employees who totally satisfy the criteria for both KPI's during the same period. These 'bonus' reward payments will be made on the following dates each year for the term of this Agreement:

15th July  
15th November  
15th March

### 14.3 Reward Pool Increase

An increase of 4% will apply to the Reward Pool, effective from 22/03/05. An additional increase of 4% will apply to the Reward pool, effective from 19 March 2006. Therefore, the following Reward pool p.a. will be available to all employees who participate in the Reward scheme defined in sections 14.1 and 14.2:

Date Effective From	Reward Pool p.a.
22/3/05	\$52,587.85
19/03/06	\$54,691.36

### 15. Superannuation

Staff at Blue Circle Southern Cement belongs to either the Boral Superannuation Plan (BSP) or the Boral Employees Superannuation Trust (BEST). Entry to the BSP is not available to new employees.

A Trust Deed governs each fund. Each fund is controlled by a Board of Trustee-Directors, which includes member representatives elected by fund members.

Benefit and contribution levels differ between and within the funds.

Further details on superannuation can be obtained from the respective fund handbook, from the Boral Superannuation on (02) 99235 5800.

### 16. Commitment to Occupational Health and Safety

BCSC is committed to maintaining a workplace which is free from risks to the health and safety of its employees. To that end, employees agree that the following points on safety will be carefully observed:

- a) Employees should be sure that they understand the correct procedure for each task to be performed. If the employee is in any doubt at all, the employee should ask his or her supervisor for clarification.
- b) The safety of all employees will be influenced by individual employee's actions. Each employee should take care that what they do will not adversely affect safety of others.
- c) BCSC will view most seriously any violation of its safety rules. In these instances, normal company disciplinary procedures will apply.
- d) Tidiness and good housekeeping are the watchwords of accident prevention. Employees should always keep their work area tidy and clear of hazards. To assist with this, BCSC will provide employees with appropriate training in hazard identification and assessment.
- e) Work instructions are available. Employees must familiarise themselves with these.

### 17. Work Clothing and Safety Equipment

Provision and laundering of protective clothing and equipment

Through an arrangement with an external company, BCSC will provide all employees with five (6) laundered shirts and five (6) trousers per week. However, all employees must abide by the terms and conditions of this arrangement to ensure that this commitment of laundered clothing is honoured. It is a condition of employment that all employees wear the correct uniform at all times during their shift and that issued company clothes can not be altered in any way.

BCSC Seven Hills will also issue each employee with other Personal Protective Equipment, such as jacket, safety boots, safety helmet, safety glasses etc.



## 18. Grievance Resolution Procedure

- a) BCSC and its employees recognise that individual and group problems will arise from time to time and it is necessary to resolve these matters promptly and through open communication;
- b) Subject to the *Industrial Relations Act 1996* (NSW), a grievance is a complaint or concern made by an individual or group in an organization about a work issue, including an act, omission, situation or decision;
- c) A grievance shall be dealt with in the following manner:
  - i) The Employee(s) shall attempt to solve the grievance with their immediate Supervisor
  - ii) Should the matter remain unresolved, or where discussion with the immediate Supervisor is inappropriate, the employee(s) will notify the Operations Manager or BCSC's Human Resources Manager of the grievance;
  - iii) The Manager or BCSC's Human Resources Manager will arrange a meeting with employee(s) within 7 days of notification, or as otherwise agreed to attempt a resolution of the grievance;
- d) The employee(s) will be entitled to have a union representative or nominee present during any of these stages;
- e) Should the matter remain unresolved, the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration;
- f) While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases, work will continue on the Manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.

### 18.1 Disciplinary Procedure

- a) Depending on the severity of the misconduct the employee will receive verbal counselling as a first measure of disciplinary action. Serious misconduct will be dealt in section (18.2).
- b) The employee(s) will be entitled to have a union representative or nominee present during any of these stages
- c) A verbal warning will be issued to the employee if counselling has been unsuccessful. The Verbal warning will hold for 12 months from date of issue.
- d) Further Counselling will be given to the employee to correct his actions.
- e) Second offence for the same disciplinary action within the 12 months the employee will receive an official warning letter.
- f) Official warning letters hold for 12 months from the date of issue.
- g) This process will be repeated until the employee has gained three official warning letters. On the third official warning letter the employee may be terminated.

### 18.2 Serious Misconduct

Dismissal without notice may occur in circumstances of serious misconduct. This can occur without following the normal disciplinary action procedure. Dismissal can only occur after a full investigation is conducted and the employee is given an opportunity to respond to the allegations made. The employee will be suspended immediately and will not be allowed to return to normal duties until the investigation is complete and the outcome is decided.

The Following actions are considered as serious misconduct

- a) Any employee involved in physical assault
- b) Employee's found deliberately damaging company or other personal property.
- c) Employee found stealing or defrauding the company
- d) Employee consuming alcohol on the premises
- e) Employee in the possession of illegal substances on site.
- f) Serious breach of safety regulations

### **19. Redundancy**

If you are made redundant, BCSC will:

- a) Give the employee 4 weeks notice or pay you wages for any period of less than 4 weeks
- b) Pay the employee severance pay 4 weeks plus 2 ½ weeks pay for each year of service to a maximum total of 52 weeks severance pay
- c) Pay the employee accrued annual leave in accordance with Annual Holidays Act 1944
- d) Pay the employee long service leave in accordance with the Long Service Leave Act 1955
- e) "Pay" is defined as the ordinary time rate of pay for the employee concerned.
- f) Give the employee an itemised account of all termination payments
- g) Provide the employee with assistance in seeking alternative employment such as time off to look for work and assistance preparing a resume for seeking alternative employment.

### **20. Workplace Relations - Anti-Discrimination and Harassment**

BCSC is committed to providing a workplace free of unlawful discrimination, including sexual harassment. BCSC policy is intended to set appropriate standards of behaviour. It is not intended to intrude on genuine personal relationships.

Unlawful discrimination occurs when a person or a group is treated less favourably because of a particular reason, and that reason is specified as unlawful in anti-discrimination legislation. Unlawful discrimination includes discrimination based on race, colour, nationality, national or ethnic origin, immigration status, sex, pregnancy, marital status, disability, homosexuality, age and family responsibilities.

Sexual harassment is any unwanted, unwelcome or uninvited behaviour of a sexual nature, which humiliates, offends or intimidates a person. Sexual harassment may include physical contact, verbal comments, jokes, propositions and the display of offensive material or other behaviour, which creates a sexually hostile environment.

BCSC aims to:

- a) Create a working environment which is free from unlawful discrimination and sexual harassment, where all employees are treated with dignity, courtesy and respect;
- b) Implement training and awareness training strategies to ensure that all employees know their rights and responsibilities;
- c) Provide an effective procedure for complaints based on the principles of natural justice;

- d) Treat all complaints in a sensitive, fair, timely and confidential manner;
- e) Guarantee protection from any victimisation or reprisals;
- f) Promote appropriate standards of conduct at all times;
- g) Encourage the reporting of behaviour, which breaches this unlawful discrimination and sexual harassment policy.

**Signed by the employees of Blue Circle Packaging:**

Wayne Lees

Tim Roberts

Esitoria Elafaio

Ian Martin

Leo Oshalem

Jason Spiteri

Frankl Taii

Frank Spiteri

Paul Ruffell

Hamish Granich

Signed by Australian Workers Union:

Nick Allen \_\_\_\_\_

Signed by Blue Circle Southern Cement:

Andrew Farlow \_\_\_\_\_