

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/412

I.R.C. NO: 96/5388

DATE APPROVED/COMMENCEMENT: 20 December 1996 and shall commence from beginning of 1st pay period on or after 20 December 1996

TERM: 1 year

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

TITLE: Blue Circle Southern Cement (Bag Drivers) (BCSC) Enterprise Agreement

COVERAGE/DESCRIPTION OF  
EMPLOYEES: Bag Drivers of Blue Circle Southern Cement

PARTIES: Blue Circle Southern Cement Limited & Transport Workers' Union of Australia, New South Wales Branch

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**BLUE CIRCLE SOUTHERN CEMENT LIMITED  
(BAG DRIVERS') ENTERPRISE AGREEMENT**

**1. TITLE OF AGREEMENT**

This agreement shall be known as the Blue Circle Southern Cement (Bag Drivers') (BCSC) Enterprise Agreement.

**2. APPLICATION**

This agreement shall apply to all Blue Circle Southern Cement Bag Drivers.



**3. PARTIES BOUND**

The parties to this agreement are:

- i) Blue Circle Southern Cement Limited (BCSC)
- ii) the Transport Workers Union (NSW Branch)
- iii) the Bag Drivers of Blue Circle Southern Cement

**4. DURESS**

This agreement was not entered into under duress by any party to it.

**5. DATE AND PERIOD OF OPERATION**

This agreement shall operate from the beginning of the first pay period to commence on or after the date of certification of this agreement in the NSW Industrial Relations Commission and shall remain in force for 12 months.

The parties undertake that during the period of operation of this Agreement there shall be no further wage increases sought, or granted, except where consistent with future National Wage Case decisions.

**6. RELATIONSHIP TO PARENT AWARD**

This agreement shall be read and interpreted wholly in conjunction with the Transport Industry State 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. JOINT COMMITMENT**

It is the joint commitment of the parties to work together to make operations at BCSC highly competitive excelling in occupational health and safety awareness, productivity, quality and customer service.

The joint intention is to create an environment which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the better of the individual and the business.

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks which they have been trained.

The parties agree that there will be full support for and involvement in the company's Continuous Improvement Process (CIP). All employees will commit to using their continuous improvement skills to better identify, monitor and improve performance on the job.

## **8. KEY INITIATIVES**

### **A) *Consultative Committee***

Whilst we accept it is management's right to ultimately decide how the company operates, it is the employees right to be consulted and involved as part of the team.

A Site Consultative Committee has been established with representatives from BLUE CIRCLE SOUTHERN CEMENT management; BLUE CIRCLE SOUTHERN CEMENT bagged cement drivers and the T.W.U. This committee will be the single bargaining unit through which all procedures and agreements will be implemented. A T.W.U. organiser may be invited to attend a Consultative Committee meeting at any representatives discretion.

The Site Consultative Committee shall meet at least monthly to discuss the results achieved and issues associated with the implementation of action plans and the monitoring of KPI's.

The site Consultative Committee is responsible for maintaining and updating the KPI charts and monitoring mechanisms.

Copy of minutes of the Site Consultative Committee all to be posted on notice boards regularly.

### **B) *Training***

"Best Practice" will only be achieved by commitment and training, and is one of the key areas to which we actively commit. BLUE CIRCLE SOUTHERN CEMENT is making a greater commitment to training so that we achieve and maintain a high level of performance. Where necessary training is conducted

outside ordinary hours, employees accept that payment will be on an ordinary time basis.

Overall we are committed to a process which provides accredited and recognised training programmes and outcomes, has proper and regular assessment processes and provides for the Continuous Improvement for our people.

**C) Personnel/Performance Policies**

The parties agree to implement immediately the following policies:

- i. Counselling and Disciplinary Procedure (see Appendix 1)
- ii. Driving, Accident and Accountability Policy (see Appendix 2)
- iii. Policies on Medical Examinations - Heavy Vehicles (see Appendix 3)
- iv. Policy on Employee Evaluations (see Appendix 4)

During the first 3 months of this Agreement, the parties to undertake to implement the following:

- a) a skills based classification structure
- b) a Professional Drivers Manual including a comprehensive code of conduct

**D) Work Practices**

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

- ① All drivers to attain B-Double and fork-lift licences giving full flexibility in distribution.
- 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 on maximum configuration for any particular shift.
- ④ Drivers may not accumulate more than 5 RDO's at any one time.
- ⑤ Continue current meal break components.

**9) MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY**

Blue Circle Southern Cement will implement Action Plans as detailed below that incorporate the following Key Performance Indicators (K.P.I.'s).

The measures set out below are designed to achieve real and demonstrable gains in productivity, efficiency and flexibility which will be or have been implemented.

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**A) Safety**

We recognise the importance of the provision of a safe work place and safe working procedures and practices.

Action Plans dealing with safety as a K.P.I. shall incorporate the following:

- i. a commitment by all drivers to follow appropriate safety procedures
- ii. relevant training to be provided on all operating procedures
- iii. assessment of all accidents
- iv. overall safety performances can be measured by the total cost of vehicle accidents and personnel injuries per man hours worked

e.g. investigate root cause and implement reduction strategies for:

- a) L.T.I.'s
- b) number of personal accidents
- c) number of vehicle accidents
- d) cost of vehicle accidents

**B) Net Productivity**

- i. identification of extended delays and strategies for reduction
- ii. loading and unloading problems
- iii. identify and reduce non productive time
- iv. absenteeism to be monitored and reported on a monthly basis
- v. meetings to be held so as to minimise disruption and loss of productivity where possible.

**C) Fuel Consumption**

Fuel consumption generally accounts for about 20 - 25% of total controllable variable costs and therefore minor improvements are very important. It can be measured directly from the accounts making allowance for price changes or it can be measured using direct consumption figures. All vehicles to be fitted with 3 minute shutdown facility.

Action Plans shall provide the following:

- i. monitoring of fuel usage taking into account the type of vehicle
- ii. training courses on driving techniques for new vehicles
- iii. drivers to reduce excessive idling
- iv. drivers to report all fuel leaks
- v. drivers to remain in attendance at all times while refuelling vehicle
- vi. poor vehicle performance to be reported for evaluation at next service
- vii. drivers to follow correct driving procedures

**D) Tyres**

Tyre costs also account for about 10% of total variable costs and identifiable improvements in this area are also very important. Again it can be measured directly from the accounts.

Action Plans shall incorporate the following:

- i. strategy for reduction of tyre
- ii. develop tyre check procedures, and usage of tyres
- iii. drivers to check for uneven tyre wear and complete repair request if necessary
- iv. drivers to take care when approaching weighbridges, gutters, narrow access ways or unfamiliar territory to prevent tyre and rim damage
- v. tight turns to be avoided where possible
- vi. defensive driving to be followed to avoid harsh braking

**E) Maintenance Costs**

Maintenance costs are to be monitored in Action Plans and the following procedures adopted:

- i. drivers to follow defensive driving technique
- ii. where possible, non essential maintenance items to be delayed until routine service

**F) On Time Delivery**

We agree to provide improved customer service and satisfaction by developing co-operative and clear links with customers. These improvements will be monitored by:

- i. recording and resolution of customer complaints

ii. customer surveys

iii. on time deliveries

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**10) PERFORMANCE MEASUREMENT**

During the first 6 months of this Agreement, the parties undertake to establish benchmarks, realistic targets, and monitoring mechanisms for the K.P.I.'s nominated and to develop a Performance Index, which will allow for improvement in the business to be quantified and measured on a continuous basis.

The performance index will have a range of between 1% wage increase and 5% wage increase.

- 1% wage increase is guaranteed irrespective of performance.
- 2% wage increase will be paid if performance in all of the given KPI's is maintained at current levels.
- A maximum of 5% wage increase will be paid if performance in all of the given KPI's is increased to the maximum level of the performance index.

**11) WAGE INCREASES**

A wage increase of 5% will be paid to employees effective from the beginning of the first pay period to commence on or after the date of certification of this agreement in the NSW Industrial Relations Commission.

**12) REVIEW**

Three (3) months prior to the expiry of this agreement there shall be a formal review of the operation of this agreement.

This review will also determine what wage increase employees will be paid as per their performance with the Performance Index.

This wage increase will be paid at the expiry of the agreement.

The parties during this review will also begin discussions on the development of a further enterprise agreement.

These reviews may be held in conjunction with Boral Transport's E.B.A. State Committee.

**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 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 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 advise 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 Occupational Health and Safety Act 1983 (NSW) and consistent with the established custom and practice at the workplace.



14) **SIGNATORIES TO THE AGREEMENT**

**SIGNED FOR ON BEHALF OF BLUE CIRCLE SOUTHERN CEMENT**

Signature :   
**Lee Duncan**  
**Distribution Manager**



**SIGNED FOR ON BEHALF OF THE TRANSPORT WORKERS UNION  
NSW BRANCH**

Signature :   
**Steve Hutchins**  
**State Secretary**

19 December 1996

**Blue Circle Southern Bag Drivers Enterprise Agreement**

The undersigned support the proposed Enterprise Agreement. It is understood that the Agreement does not alter provisions of the TWU Award. The undersigned being all current Blue Circle Bag Drivers did not enter into the agreement under duress.

Printed Name  
Enterprise Agreement  
Industrial Registrar

Ray Bushby

ANNUAL LEAVE

Signature

Graeme Crosskill

ANNUAL LEAVE

Signature

Jock McCubbin

*J. McCubbin*

Signature

Graham McDonald

*G. McDonald*

Signature

Steve Miller

*S. Miller*

Signature

Steve O'Connor

*S. O'Connor*

Signature

David Reid

*David Reid*

Signature

Simon Reid

*S. Reid*

Signature

Mick Seccull

*M. Seccull*

Signature

Kevin Thomas

*K. Thomas*

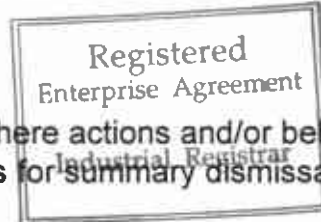
Signature

Rod Williams

*R. Williams*

Signature

## **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 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 of termination.

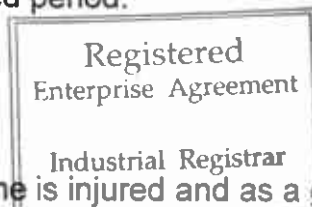
Where warnings have been made under the procedure prescribed herein and a subsequent review shows that the appropriate corrective measures have been taken by the employee, then the warning shall be withdrawn from the employee's file after the expiration of a 12 month period.

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

## DRIVING ACCIDENT AND ACCOUNTABILITY POLICY

ALL accidents must be reported in writing no matter how minor to the employees' 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 the depot and a copy sent to the D.A.T. Department at Greystanes.

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 than 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.

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**POLICY ON MEDICAL EXAMINATIONS <sup>REG</sup> **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, audiometry, 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.

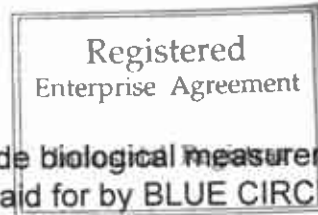
## 2. FREQUENCY OF EXAMINATION

- 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.

### 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 E.C.G. 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.

**POLICY ON EMPLOYEE EVALUATIONS**

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The Joint Development Agreement states that "~~once trained and accredited~~", our drivers accept responsibility for proper performance of the job.

In order for drivers to accept such responsibility, they shall receive a copy of a detailed duty statement, and the Professional Driver's Manual and all other relevant procedures. These documents will be used as a benchmark or reference documents in order to discuss the evaluation of employees.

Every driver shall have at least once a year, a meeting with his Manager/Supervisor. This meeting is an opportunity for both parties to discuss the following:

1. Training needs.
2. Safety issues.
3. Work expectations.
4. Work related problems.
5. Any other relevant matters that the parties wish to discuss.

The employee shall be given advance notification of such a meeting. This meeting is an avenue for both parties to be honest and frank with each other and to "get off their chest" any concerns they have about matters affecting their work, and as such it is best handled on a "one to one basis" however if the employee so desires he/she may be accompanied by a colleague or job delegate.

This meeting is not for the purpose of implementing counselling or disciplinary measures, those matters are to be dealt with in accordance with the Counselling and Disciplinary Procedure.