

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/162

TITLE: Boral Gas NSW (Non Metropolitan) Enterprise Agreement 1997

I.R.C. NO: 97/3896

DATE APPROVED/COMMENCEMENT: 5 August 1997

TERM: 18 months

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to all employees of the company employed at Queenbeyan, Tamworth, Moree, Newcastle, Coffs Harbour, Lightning Ridge, Glen Innes, Eden, Lismore, Inverell, Port Macquarie, Parkes, & Wellington employed under the Transport Industry Mixed Enterprises (State) Award & the Clerical and Administrative Employees (State) Award

**PARTIES:** Boral Gas (NSW) Pty Limited -&- Federated Clerks' Union of Australia, New South Wales Branch, Transport Workers' Union of Australia, New South Wales Branch

# BORAL GAS NSW (NON METROPOLITAN) Registered ENTERPRISE AGREEMENT 1997

Registered  
Enterprise Agreement  
Industrial Registrar

## 1. INTRODUCTION AND BACKGROUND

Boral Gas (NSW) Pty Ltd part of Boral Energy recognises in conjunction with the various unions named as parties to this agreement, that significant changes in workplace practices are required in order that the Boral Purpose and Values can be achieved.

The Boral Purpose statement establishes what the company wants to be and what we have to do to get there. The Values describe how Boral must operate in order to achieve the Purpose.

### **Purpose**

Boral's aim is to be a world leader in the building and construction materials industry and a major force in energy in Australia and the Pacific, particularly in the sourcing and distribution of gas.

We will strive to provide shareholders with higher returns than comparable companies by:

- Pursuing focussed strategies that create and build on competitive advantage.
- providing customers with better value and service than our competitors.
- Investing in people so that we have the best in our industries.
- Encouraging and implementing innovation to further improve our processes, products and services.

### **Values**

#### Leadership

Creating and contributing to an environment in which our people can excel through a management style which is participative, encouraging, demanding and supportive.



Respect

Ensuring the impact and integrity of our operations and actions on employees, customers, the communities and environment in which we operate, meet both the spirit and letter of the law and community expectations.

Focus

Making critical choices on priorities, making timely, insightful fact-based decisions, and being determined to pick the right things and do them well.

Performance

Getting on with the job, setting challenging goals and standards, measuring results, providing honest feedback on individual contribution and rewarding achievement.

Persistence

Striving to be the best at what we do, being relentless in our pursuit of improvement and of increasing targets, never being satisfied with the status quo.

**2. TITLE**

This Enterprise Agreement shall be referred to as the Boral Gas NSW (Non Metropolitan) Enterprise Agreement 1997.

**3. ARRANGEMENT**

This Enterprise Agreement is arranged as follows:

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**4. PARTIES BOUND**

The parties bound by this agreement are:

- (i) Boral Gas (NSW) Pty Ltd (hereafter referred to as "the Company").
- (ii) The Transport Workers' Union of Australia (NSW Branch) (hereafter referred to as "the TWU").
- (iii) The Federated Clerks Union of Australia NSW Branch - (hereafter referred to as "the FCU").

**5. RELATIONSHIP TO PARENT AWARDS**

This Enterprise Agreement shall be read and interpreted wholly in conjunction with the following awards:

- Transport Industry Mixed Enterprises (State) Award
- Clerical and Administrative Employees (State) Award

provided that where there is any inconsistency between the Enterprise Agreement and the respective awards, this Enterprise Agreement shall take precedence to the extent of the inconsistency.



**6. APPLICATION**

This Enterprise Agreement shall apply to all employees covered by the abovementioned awards employed in the Company's branches located in Queanbeyan, Tamworth, Moree, Newcastle, Coffs Harbour, Lightning Ridge, Glen Innes, Eden, Lismore, Inverell, Port Macquarie, Parkes and Wellington.

**7. DATE AND PERIOD OF OPERATION**

This Enterprise Agreement shall operate from the beginning of the first pay period to commence on or after the date of ratification by the Industrial Relations Commission of New South Wales and shall remain in force for a period of eighteen months. The parties agree to review the Agreement three months prior to its expiration.

**8. AIMS AND OBJECTIVES**

**(a) Introduction**

The parties to this Enterprise Agreement are committed to achieving improvements in:

- productivity;
- efficiency; and
- flexibility

which in turn will increase the Company's competitiveness and offer secure and worthwhile employment for its employees.

**(b) The aims of this Enterprise Agreement are:**

- (i) to improve the efficiency and productivity of the enterprise by ensuring management and work practices are attuned to future needs of the enterprise.
- (ii) promote discussion and agreement of measures towards the achievement in the workplace of Boral Gas Continuous Service Improvement Processes.
- (iii) provide a climate for employees to develop a broader range of skills thereby maximising rewards to employees, career opportunities and security of employment.
- (iv) develop a consultative working environment where employees contribute towards the ongoing change process to the achievement of increased work satisfaction.



(c) **Continuous Service Improvement Processes**

The continuous improvement of our products, our services, our systems and our people is an integral part of the Company's purpose statement.

The development of an Enterprise Agreement is entirely consistent with the Company's continuous improvement process. The enterprise agreement will enable all stakeholders a means to share the benefits accruing from continuous on site improvement.

The stakeholders include:

- Customers
- The Company
- Suppliers
- Employees
- Shareholders

The parties agree that there will be full support for and involvement in our continuous improvement activities.

The Company will provide training programs and opportunities for skill development through both work team and individual participation.

All employees will commit to using their continuous improvement skills to better identify, monitor and improve performance on the job.

(d) **Multi Skilling**

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 for which they have been trained.

Under normal circumstances the issue of flexibility and multi skilling should not apply to the detriment of employees respondent to this Enterprise Agreement.

(e) **Skills Development**

It is recognised that in order to increase the efficiency, productivity and competitiveness of the business, and to enhance the career opportunities and job security, employees have agreed to undertake all forms of training and skill development.



Accordingly the parties are committed to:

- Developing a more highly skilled and flexible workforce, free of demarcation issues;
- Providing employees with career opportunities through appropriate training in order to acquire skills; and
- Removing barriers to the utilisation of skills acquired.

In order to develop skills relevant to the employee and the Company and in order to provide career opportunities, courses will be conducted by either internal resources or accredited educational institutions.

In most cases training will be undertaken in normal working hours however, should such training be outside what is determined to be the span of hours, overtime rates will apply.

The Company will continue the practice of paying for skills attained and required to be used.

**(f) Customer Focus**

It is the joint understanding of the parties that customers are the focus of the business and they must be treated with courtesy and respect. The joint focus will be on the current and future business needs of our customers, with the intention of satisfying them with service and innovation at a competitive price.

**(g) Quality Assurance**

Consistent with the Company's aims and objectives, the Company will be focussing its attention on the achievement and maintenance of quality accreditation under ISO 9000 guidelines.

**9. DISPUTES RESOLUTION PROCEDURE**

- (a) This Disputes Resolution Procedure is to allow all parties a system to discuss and resolve all matters of grievance and dispute.
- (b) All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

- (c) Where a dispute arises, the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction; provided that where industrial action is agreed between the parties as a result of occupational health and safety concerns, this clause shall not apply.
- (d) The agreed procedure is as follows:
- Stage 1: The employee and/or delegate will contact the Supervisor and attempt to settle the matter at that level.
- Stage 2: If the matter is not settled at stage 1, the employee and the delegate will discuss with the Supervisor and his/her Manager and Human Resources Manager, if necessary.
- Stage 3: If the matter is not settled at stage 2, the organiser of the appropriate union(s) involved will meet with the Manager and Human Resources Manager, if necessary.
- Stage 4: If the matter is not settled at stage 3, the State Secretary of the appropriate union(s) involved will be advised. If the State Secretary considers it appropriate, additional assistance will be provided in order to settle the matter.
- Stage 5: If stage 4 is unsuccessful, it is agreed that the matter will then be referred to the Industrial Relations Commission of New South Wales.

**10. NO FURTHER CLAIMS**

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

**11. NOT TO BE USED AS A PRECEDENT**

The parties agree that the terms and conditions of this Enterprise Agreement will not be used as a basis to progress a claim against any other business unit or division of Boral Ltd.





**12. KEY PERFORMANCE INDICATORS (KPI'S)**

A number of KPI's have been established in order to provide for clear and concise measurement of the Company's performance.

The KPI's established by the parties, during the life of this Enterprise Agreement are attached as Appendix A.

In developing the above mentioned KPI's the parties have adopted the following criteria:

1. They must be RELEVANT to the business unit.
2. They must be able to be MEASURED.
3. They must be ACHIEVABLE.

**13. INTRODUCTION OF CONSISTENT CONDITIONS OF EMPLOYMENT**

To avoid additional strain on administrative resources the parties to this Agreement agree to discuss the adoption of a consistent application of conditions of employment.

These discussions will focus on, but not be limited to, the following:

- public holidays
- penalty rates
- general allowances
- leave provisions
- telephone payments

**14. PERFORMANCE MANAGEMENT SYSTEM (PMS)**

A consistent method of appraising employees will be introduced across all of the Company's branches covered by this Enterprise Agreement.

The PMS will focus on such matters as job performance, commitment to occupational health and safety, attitude, skill development/application, attendance history, training needs, career path opportunities, and any issue that requires attention.

The PMS will not be linked to wage increases.



## 15. WAGE ADJUSTMENT STRATEGY

The Company is committed to improving workplace efficiencies through developing its employees by appropriate training and skill development. The parties to the Enterprise Agreement accept that workplace reform through technological change will require employees to alter the way in which they perform their duties.

As a consequence the parties believe that the most effective approach to the successful implementation of workplace reform is by a three phase implementation process.

## 16. WAGE INCREASES

(a) The parties recognise that current rates of pay reflect a 4% increase which was paid on and from 1 April 1996. This increase was based on the adoption of the following priority issues:

- \* Acceptance of the principles to enterprise bargaining
- \* Introduction and utilising of new technology in particular in-cab billing
- \* Commitment to training
- \* Confirmation of workplace flexibilities and elimination of existing demarcation issues

(b) **Phases**

### **Phase 1**

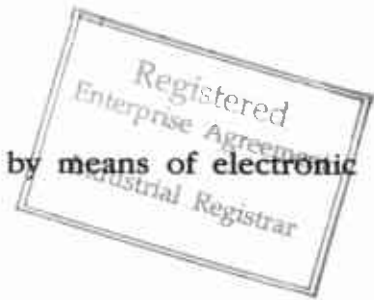
Following the establishment of correct wage rates for each classification in accordance with the various awards the Company will apply an average percentage increase equivalent to 6% to employees covered by this Enterprise Agreement.

This percentage increase will be effective from the date of ratification of the Enterprise Agreement in the Industrial Relations Commission of NSW.

The wage increase referred to above reflects workplace practices which have been achieved during discussions with employees and management at each branch. These include:

#### 1. **Computer based training (CBT)**

CBT will be undertaken by all employees covered by this Enterprise Agreement.



2. **Wages**

Payment of wages on a weekly basis by means of electronic funds transfer (EFT).

3. **Vehicle Monitoring**

Vehicle Monitoring Systems with enhanced functionality, interfacing with the in-cab billing system, will be introduced during the life of the Enterprise Agreement. These systems will allow a wide range of performance data to be collected for each vehicle.

4. **Vehicle Maintenance**

Minor maintenance of vehicles is to be undertaken by drivers. All major repairs will be arranged by the drivers in consultation with the branch manager or his nominee.

5. **Multi skilling**

All employees covered by this Enterprise Agreement will undertake duties of a range of classifications without additional payment.

6. **Alternate Duties**

List of alternate duties will be established for each location to facilitate rehabilitation of injured employees.

7. **Paperwork and checklists**

All paperwork including that required by Quality Accreditation and checklists will be completed in a timely fashion.

**Phase 2**

A further 5% increase effective 12 months from the date of ratification of the Enterprise Agreement in the Industrial Relations Commission of NSW will apply to each classification in Appendix B.

**Phase 3**

In order to provide further wage increases during the life of this Agreement, the Company will monitor the progress of the agreed KPI's and discuss the results with all employees.

If required, remedial action will be undertaken by the parties to correct any areas of concern.

In addition the parties will commence discussions on a range of issues which have the potential to achieve long term efficiencies in the workplace.



These include but are not limited to:

- \* Introduction of a performance evaluation program
- \* Rationalisation of skill based classifications and introduction of competency based training
- \* Annualised salaries
- \* Removal of rostered days off
- \* Absorption of allowances
- \* Standardising public holidays
- \* Seasonality
- \* Review of span of hours
- \* Review of call-out practices and allowances

(c) **Wages Schedule**

A schedule of rates of pay is attached as Appendix B.

**17. WITHOUT DURESS**

The parties to this Enterprise Agreement have entered into negotiations in a meaningful and positive manner and without duress or threat of disputation of any kind.



18. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Boral Gas (NSW) Pty Ltd

*[Handwritten signature]*  
.....

Date: *12.3.97* .....

Signed for and on behalf of the Transport Workers' Union of Australia, NSW Branch

*[Handwritten signature]*  
.....

Date: *20th March 1997.* .....

Signed for and on behalf of ~~Australian Services Union - NSW Clerical & Administrative Branch~~

*Federated Clerks Union of Australia - NSW Branch*

*[Handwritten signature]*  
.....

Date: *12.5.97* .....

~~Signed for and on behalf of The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - Plumbing Division - NSW Branch Communication, Electrical, Plumbers Union~~

.....

Date: .....

Appendix A

BORAL GAS NSW

KEY PERFORMANCE INDICATORS

KPI	ACTIVITY	METHOD
Safety	Reduce LTIFR and duration of lost time per incident by 50%	<ul style="list-style-type: none"> <li>• Training safety committee reps and plant safety officers</li> <li>• Introduce safety awareness campaigns</li> <li>• Conduct regular OH&amp;S audits</li> <li>• Maintain communication processes throughout the regions</li> <li>• Thorough incidence review</li> </ul>
Customer Satisfaction	Reduce customer complaints by 50% ie complaints, waiting time	<ul style="list-style-type: none"> <li>• Customer awareness in terms of needs</li> <li>• Survey</li> <li>• Identify nature and cause of complaints</li> <li>• Training</li> <li>• Improve scheduling</li> <li>• Customer relations</li> </ul>
Reporting Deadlines	Adherence to current reporting time frames	<ul style="list-style-type: none"> <li>• Ensure documentation is delivered in a timely fashion</li> <li>• Records are kept up to date</li> </ul>
Repairs/Maintenance	Reduce R/M by 10%	<ul style="list-style-type: none"> <li>• Introduce driver training campaign</li> <li>• Introduce awareness program for delivery, driving</li> </ul>
Fuel	Reduce fuel consumption by 10%	<ul style="list-style-type: none"> <li>• Introduce driver training campaign</li> <li>• Introduce awareness program for delivery, driving</li> </ul>

Appendix A

**BORAL GAS NSW**

**KEY PERFORMANCE INDICATORS**

KPI	ACTIVITY	METHOD
Absentecism	Reduce sick leave by 3 days ave per employee	<ul style="list-style-type: none"><li>Identify current sick leave problem where it exists and implement appropriate strategy</li></ul>
Employee Performance	Through the introduction of a PMS, demonstrate improvement in the level of employee performance	<ul style="list-style-type: none"><li>Introducing a simple PMS which provides the opportunity for employees and managers to discuss performance, training, career opportunities</li></ul>
Branch Sales	Increase sales based on tonnes per month	<ul style="list-style-type: none"><li>Against budget identify increases in sales based on improved branch performance in a range of areas</li></ul>



**Appendix B**

**WAGES SCHEDULE**

	Existing Award Rate	A	B	C
Transport Industry Mixed Enterprise Interim (State) Award		4% \$ Current Rate	6% \$	5% \$
Driver				
Grade 1	388.40	403.94	428.17	449.58
Grade 2	402.00	418.08	443.16	465.32
Grade 3	411.40	427.86	453.53	476.20
Grade 4	419.60	436.38	462.57	485.70
Grade 5	440.70	458.33	485.83	510.12
Grade 6	446.00	463.84	491.67	516.25
Grade 7	462.10	480.58	509.42	534.89
Grade 8	494.90	514.70	545.58	572.86
Terminal Operator				
Grade 1	388.40	403.94	428.17	449.58
Grade 2	402.00	418.08	443.16	465.32
Grade 3	411.40	427.86	453.53	476.20
Clerical and Administrative Employees (State) Award (Formerly Clerks (State) Award				
Grade 1	388.60	404.10	428.40	449.80
Grade 2	409.50	425.90	451.40	474.00
Grade 3	425.90	442.90	469.50	493.00
Grade 4	451.10	469.10	497.30	522.20
Grade 5	491.30	511.00	545.50	572.80



- A First pay period to commence on or after 1 April, 1996
- B First pay period to commence on or after certification
- C First pay period to commence on 12 months after certification