

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/209**

**TITLE: Blue Circle Southern Cement Bag Drivers Enterprise Agreement 1999**

**I.R.C. NO: 99/3974**

**DATE APPROVED/COMMENCEMENT:** 11 August 1999 and commenced from beginning of first pay period to commence on or after 11 August 1999

**TERM:** 12 months

**NEW AGREEMENT OR VARIATION:** New. Replaces EA 96/412

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all bag drivers employed by Blue Circle Southern Cement Ltd located at Maldon NSW, Greystanes NSW and Kooragang Island NSW

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

**BLUE CIRCLE SOUTHERN CEMENT LIMITED  
BAG DRIVERS**

**ENTERPRISE AGREEMENT 1999**

1. Title of Agreement

This Agreement shall be known as the Blue Circle Southern Cement Bag Drivers Enterprise Agreement 1999.

2. Clause Index

1. Title of Agreement
2. Clause Index
3. Application
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7. Measures to Achieve Gains in Productivity, Efficiency & Flexibility
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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:

Wilton Park Road  
Maldon NSW 2571

Greystanes Road  
Greystanes NSW 2145

Cormorant Road  
Kooragang Island NSW 2304

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4. Parties Bound

The parties to this Agreement are:

- (i) BCSC;
- (ii) Transport Workers' Union of Australia (NSW Branch); and
- (iii) Employees of BCSC employed as bag drivers at the locations referred to in Clause 2 above.

5. Term of Agreement

This Agreement shall take effect from the beginning of the first pay period to commence on or after the date of the approval by the Industrial Relations Commission of NSW and shall remain in force for a period of 12 months.

6. Relationship to Parent Award

This Agreement shall be read and interpreted in conjunction with the Transport Industry Mixed Enterprises (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. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

KPI	Benchmark	Target
(i) <b>Absenteeism</b>	24 days per annum	12 days per annum <b>50% reduction</b>

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

(ii) <b>Damage</b>	260 per month	200 per month <b>23% reduction</b>
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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 at BCSC Depots - Alexandra and Girraween.

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- (iii) **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.

- (iv) **Tonnes Carried** 18,000 tonnes per month 20,000 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

- (v) **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:

- **Drivers' Log Sheet** - Submitted for each workday performed Log Sheets are to be completed thoroughly on each side, and signed by the driver certifying the information contained therein is correct and the vehicle check has been completed.
- **Drivers' Time Sheet** - Submitted each Saturday, no later than 12000 hrs. The information submitted by drivers is to be accurate and include allocated start/finish time, the shift (day or night shift) and vehicle type (single or B Double).
- **Vehicle Monitoring Devices**
  - **BCSC B Doubles** - All BCSC B Doubles are fitted with a Fleetcom computer monitoring system. Drivers of these vehicles are to 'down

load' the information once per week at the end of Night Shift each Tuesday.

- **Other Vehicles** - Vehicles other than B Doubles are fitted with tachographs. These are to be submitted daily at the end of each shift. Drivers are responsible for installing new cards on a daily basis.
- **Authorised LogBooks** - Where drivers are required by Legislation to use Authorised LogBooks, the duplicate page is to be submitted each Saturday, no later than 1200 hrs.

8. KPI Review Committee

To ensure that drivers have input into the implementation and execution of KPI's a committee will be established. The committee will meet quarterly to review matters relating to KPI's, where appropriate. The committee will be chaired by the Logistics Manager.

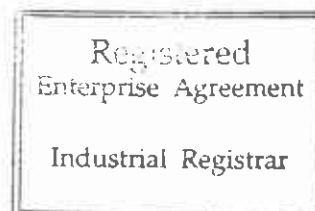
9. Rostered Days Off

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

1. Employees shall work in order to accrue 1 RDO per month.
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. Any unused RDO's not taken will be paid out at the end of the year.
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. Wages

Upon the approval of this Agreement by the Industrial Relations Commission of NSW, employees shall receive a 2% increase to rates of pay, payable from 1 January, 1999. A further 2% will be payable from this date if KPI's are achieved. In the event that KPI's are not achieved, a 1% increase will apply.



11. 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)
- (iv) Policy on Employee Evaluation (See Appendix 4)

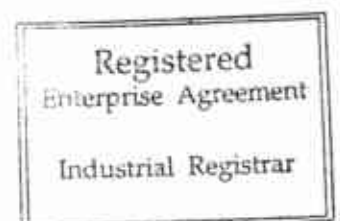
**B. Work Practices**

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.

12. 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.



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.
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.
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.
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.
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.
- 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.
- C) Reasonable time limits must be allowed for discussion at each step.
- 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.

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(NSW Branch)

Transport Workers' Union of Australia



Date

9.7.99

Blue Circle Southern Cement Ltd

Signed for & on behalf of



Date

20 July 99

Signatories to the Agreement

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