

ENTERPRISE AGREEMENT

NO: E.A. 339 /1996

DATE REGISTERED: 10-12-96

PRICE: \$ 62-00

BLUE CIRCLE SOUTHERN CEMENT LIMITED

NSW WORKS CLERICAL EMPLOYEES

ENTERPRISE AGREEMENT 1996

PART A

1. ARRANGEMENT

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PART B

MONETARY RATES

Table 1 - Rates of Pay

2. PARTIES TO THE AGREEMENT

This Agreement, made pursuant to the NSW Industrial Relations Act, 1991, is entered into by Blue Circle Southern Cement Limited of Greystanes Road, Greystanes of the one part and the Works Committee elected to represent the employees of Blue Circle Southern Cement Limited at Berrima, Kooragang, Maldon, Marulan and the Group Engineering Department with occupations covered by Clause 12 of this Agreement of the other part.

3. TITLE

This Agreement shall be known as the Blue Circle Southern Cement Limited NSW Works Clerical Employees Enterprise Agreement 1996.

4. PURPOSE

- (i) The purpose of this agreement is to chart a course for the future of the Company and its employees through joint commitment to:
 - (a) dealing with issues in a constructive, organised and proper fashion;
 - (b) ensuring the Company remains the major force in NSW Cement Manufacturing for the future through positive achievement of the Company's major change and capital investment programs;
 - (c) achieving long term security and job satisfaction for employees; and
 - (d) being the best in the industry.

- (ii) The parties agree that:
 - (a) the customer is the major focus of the Company's business;
 - (b) the customer comes first; and
 - (c) they will strive to ensure that both the internal and external customer requirements are met as the first priority.

5. INCIDENCE

This Agreement shall apply to clerical employees in the occupations covered by Clause 12 of this Agreement employed by Blue Circle Southern Cement Limited at its Berrima, Kooragang, Maldon and Marulan Works and the Group Engineering Department.

6. DECLARATION

This Agreement has not been entered into under duress by any party to it.

7. TERM

This Agreement shall operate from the date of registration and shall remain in force for a period of two years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1991.

8. BASIC WAGE

This Agreement, insofar as it fixes rates of wages, is made by reference and in relation to a basic wage for adults males of the amount as set out in Part B of this Agreement.

The said basic wage is subject to variation in accordance with the provisions of Section 14 of the Industrial Relations Act, 1991. Upon any such variation, rates of wages prescribed by this Agreement are subject to variation pursuant to Section 15 of the said Act to the extent necessary to give effect to the change in the basic wage.

9. NO EXTRA CLAIMS

The employees undertake for the duration of this agreement not to pursue any claims, for improvements in pay or conditions of employment.

10. CONDITIONS OF EMPLOYMENT

Unless specifically provided for otherwise by this Agreement, the terms and conditions of employment shall be those of the Cement Industry Blue Circle Southern Cement (State) Award as varied from time to time or its successor (hereafter the Award).

Where a provision within this Agreement is inconsistent with the Cement Industry Blue Circle Southern Cement (State) Award, the provisions of this Agreement shall prevail to the extent of the inconsistency.

Provided that where Clause 14. Sick Leave of the Cement Industry Blue Circle Southern Cement (State) Award prescribes 38 ordinary working hours it shall be read as one week and 76 ordinary working hours it shall be read as two weeks in accordance with the Industrial Relations Act 1991.

11. RATES OF PAY AND ALLOWANCES

(i) Rates of pay for the classifications defined in Clause 12 shall be as set out in Table 1 of Part B of this Agreement.

(ii) An employee appointed by the Company to perform Relief Supervisory duties for one or more complete days shall be paid an allowance pro rata as set out in Table 2 of Part B of this Agreement while so appointed.

Relief Supervisory duties occur when an employee is temporarily required to perform the duties and undertake the responsibilities of a person employed in a managerial capacity.

(iii) An employee appointed by the Company to perform full relief duties at a level higher than that in which the employee is graded for one or more completed days shall be paid at the hourly rate appropriate to that higher level for the period so appointed.

(12. Classifications cont)

- c) Where an employee's current rate of pay is higher than the level to which he/she would be classified, the employee shall maintain the differential until they leave or the regraded level exceeds the current rate of pay.

3. DEFINITIONS

All adult employees shall be graded in one of the following classifications. The following definitions shall have no direct application to a person employed in a managerial capacity, that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business or whose performance of clerical duties is merely ancillary to his/her managerial employment.

(i) Trainee Clerk

Is an employee engaged in accordance with an Office Skills (Clerical) Training Plan as may be developed and agreed between Management and employees at the location concerned.

(12. Classifications cont)

(ii) Level 1 Clerk

Is an employee who undertakes a range of simple tasks or routine duties which receive basic clerical skills.

Clerical/Office skills include:

* Communication Skills

An ability to read and write in English as well as an ability to apply simple numeracy to task performed.

* Technical Skills

An ability to operate basic office equipment.

* Interpersonal Skills

An ability to deal with basic internal and external customer requirements.

* Quality Assurance

Understands the quality requirements of their tasks.

(12. Classifications cont)

Notation:

Direct supervision is required although some limited decision making within a work routine may be exercised. Without limiting the range of tasks which may be performed by such an employee examples of the type of work which may be performed include:

- . checking figures
- . matching documents
- . sorting or filing papers
- . photocopying
- . handling mail
- . proofreading
- . telephone enquiries

(iii) Level 2 Clerk

Is an employee who undertakes a range of clerical duties which involve an increased level of skill and who possesses and uses the following skills in addition to those skills of lower levels as necessary:-

* Communication Skills

Sound written communication skills.

Sound oral communication skills.

* Technical Skills

Ability to operate multiple pieces of office equipment with a sound degree of competence.

(12. Classifications cont)

* Interpersonal Skills

Understands the importance of and is able to redirect internal and external customer inquiries for attention.

* Quality Assurance

Responsible for the quality of own work.

* Enterprise/Industry Knowledge

Some knowledge of enterprise structure and its products.

Notation:

A Level of 2 Clerk would be subject to routine supervision. Without limiting the range of tasks which may be performed, examples of the type of work which may be performed include:

- . Reception
- . Operation of switchboard
- . Basic data entry
- . Copy typing
- . Processing of requisitions, receipts etc.

(12. Classifications cont)

(iv) Level 3 Clerk

Is an employee who undertakes a range of clerical duties and who possesses and the following skills as well as those of lower levels:-

* Communication Skills

Proficient written communication skills. Proficient oral communication skills. Ability to comprehend and interpret documentation associated with higher tasks.

* Technical Skills

Ability to operate multiple pieces of office equipment with high competency; in addition performs basic cleaning, maintaining and problem solving functions associated with the equipment.

* Interpersonal Skills

Understands the importance of service and therefore applies knowledge and skills to meet internal and external customer requirements.

* Work Systems Knowledge and Skills

Knowledge of and ability to perform specific work system requirements.

* Quality Assurance

Responsible for the quality of own work and may check the work of others.

(12. Classifications cont)

- * Enterprise/Industry Knowledge
Sound knowledge of enterprise structure and its products.
- * Organisational/Planning Skills
Plans own work schedule and/or work schedule of same or lower level employees.
- * Supervisory Skills
May supervise same or lower level employees.
- * Training Delivery
Ability to demonstrate and explain own tasks to others.

Notation:

A Level 3 Clerk would be subject to general supervision. Without limiting the range of tasks which may be performed, examples of the type of work which may be performed include:

- . Accounts payable/receivable
- . Clerical work associated with stores and purchasing
- . Clerical work associated with payrolls
- . Secretarial functions including word processing, high quality typing and shorthand.

(12. Classifications cont)

(v) Level 4 Clerk

Is an employee who undertakes more specialist clerical functions involving greater responsibility and accountability to the enterprise. A level 4 Clerk would have appropriate skills of lower level Clerks and in addition possesses and uses the following as necessary:-

* Communication Skills

An ability to prepare reports and provide written advice related to own tasks and those of other clerical employees of similar or lower levels.

An ability to conduct interviews and provide oral presentations to groups/meetings.

* Technical Skills

Has the knowledge and ability to operate complex office equipment.

* Interpersonal Skills

An ability to deliver internal and external customer service requirements.

* Work System Knowledge/Skills

Has the knowledge and ability to administer work systems and processes.

* Quality Assurance

Is responsible for quality of own work and/or those supervised.

(12. Classifications cont)

* Enterprise/Industry Knowledge

Specific knowledge of enterprise operations and corporate structures and basic understanding of the industry in which the enterprise operates.

* Organisational/Planning Skills

May co-ordinate team problem solving and/or decision making.

* Supervisory Skills

May supervise same or lower levels.

* Training Delivery

May provide in-house on-the-job training.

Notation:

A Level 4 Clerk has considerable discretion in the organisation of own work and works under limited supervision. Without limiting the range of tasks which may be performed by a Level 4 Clerk, examples of the type of work which may be performed include:

- . Advanced or complex payroll work
- . Costing
- . Executive secretarial support
- . Complex word processing.

(12. Classifications cont)

(vi) Level 5 Clerks

Is an employee who works at a senior level and has responsibility for a sector of the enterprise or has highly specialised skills. A level 5 Clerk would have recognised and appropriate skills of lower levels and in addition be expected to possess and use the following as necessary:-

* Communication Skills

High level of communication skills, including the ability to prepare detailed reports and provide advice on work processes and immediate operational issues, negotiating etc.

* Technical Skills

Has the knowledge and ability to operate complex office equipment.

Has the ability to undertake research/investigation and problem solving.

* Interpersonal Skills

Has the capability to exhibit leadership qualities such as counselling, disciplining and performance appraisal.

Responsible for the work section meeting internal and external customer service requirements.

* Work Systems Knowledge/Skills

Has thorough understanding of work systems and processes.

(12. Classifications cont)

* Quality Assurance

Responsible for the quality of own work and/or the work section.

* Enterprise/Industry Knowledge

Had detailed knowledge of the enterprise's operations, corporate structures and sound knowledge of the industry in which the enterprise operates.

* Organisational/Planning Skills

Responsible for day to day operational planning.

Ability to assist with implementing changes to work processes.

May plan work schedules of others and may delegate work.

* Supervisory Skills

May supervise same or lower levels.

* Training Delivery

Ability to design and deliver training programmes.

Notation:

A Level 5 Clerk may work independently and make decisions which have some impact on the productivity of the enterprise. A Level 5 Clerk would work autonomously or under minimal supervision and may relieve in management role.

(12. Classifications cont)

4. JUNIORS

The rates of pay for Juniors shall be the following percentages of the minimum rate payable under this Agreement calculated to the nearest ten cents:

<u>Age</u>	<u>Percentage of Level 1 or Trainee</u> %
Under 17 years of age	40
At 17 years of age	50
At 18 years of age	60
At 19 years of age	70
At 20 years of age	80

5. REVIEW OF CLASSIFICATION

The parties to this agreement will review the classification structure in this agreement during its term. If following the review the parties agree to vary the classification structure, this agreement will be varied in accordance with the Industrial Relations Act 1991 to reflect the new agreed classification structure.

This review will be undertaken by a committee comprised of a Management representative and a Works Clerical Committee representative from Berrima, Maldon, Marulan, Kooragang Works and Group Engineering.

13. CASUAL AND PART-TIME EMPLOYEES

- (a) A "casual employee" shall mean an employee who is engaged and paid as such. A casual employee for working ordinary time shall be paid on an hourly basis being one thirty-eight of the appropriate weekly wage prescribed herein plus 20 per cent.

- (b) (i) A "part-time employee" shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly clerical employees covered by this Agreement.

- (ii) Notwithstanding anything else in this Agreement, the provisions of the Cement Industry Blue Circle Southern Cement (State) Award with respect to annual leave, annual leave loading, sick leave, jury service, bereavement leave and holidays shall apply to part-time employees on a pro-rata basis for each employee in proportion to the normal ordinary hours worked by weekly clerical employees covered by this Agreement provided that minimum conditions prescribed by the Industrial Relations Act 1991 are complied with.

(12. Classifications cont)

14. SETTLEMENT OF DISPUTES OR CLAIMS

Subject to the Industrial Relations Act 1991, as amended, any dispute or claim shall be settled in the following manner:

- a) Whilst this procedure is being followed work shall continue normally in accordance with current custom or practice. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- b) The matter shall first be discussed between the aggrieved employee or employees and the supervisor.
- c) If the matter is not resolved it will be further discussed between the aggrieved employee or employees or their nominated representative and Works Management. The Company's industrial relations representative and any further representative of the aggrieved employee or employees are to be notified.
- d) If the matter is still not satisfactorily resolved the representative of the aggrieved employee or employees will discuss the matter with the Company's industrial relations representative.
- e) Should the matter still not be resolved it will be referred by the parties to the Industrial Relations Commission of NSW for settlement.

15. CONTINUOUS IMPROVEMENT

- (i) The parties to this agreement agree that:
- (a) the ongoing continuous improvement of the business is integral to the Company's future. The Company is currently undergoing five improvement programs -

Business Improvement Plan
Master Pack
Navigator
Maximo
Finance 2000
 - (b) there will be full support for and involvement in the Company's present and future continuous improvement activities, with all employees committed to using their continuous improvement skills to better identify, monitor and improve the performance of the business.
 - (c) they are jointly committed to ensuring that the business achieves any necessary capital, technology and change processes to ensure a long term future for the Company's NSW Cement Manufacturing operations and its employees.
- (ii) Involvement of employees in continuous improvement meetings will be voluntary.
- (iii) Continuous improvement meetings shall be counted as time worked.

16. SIGNATORIES

Signed for and on behalf of
Blue Circle Southern Cement Limited

Signature

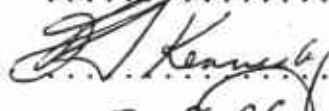

.....
W.F. ROTHERICK

Printed Name

WORKS MANAGER - MAHDON

Occupation

Witness


.....
7. 8. 96.

Date

Signature


.....

Printed Name

A. JOHNSTON

Occupation

WORKS MGR MAHDON

Witness


.....

Date

8-7-96

Signed by Works Committee on behalf of employees:

Signature
(Chairman)


.....

Printed Name

CARYL W. HARRISON

Occupation

CLERK

Witness


.....

Date

25.7.96

Signature

Sandra McFarlane

Printed Name

SANDRA MCFARLANE

Occupation

RECORDS CLERK

Witness

[Signature]

Date

2ND AUGUST 1996

Signature

Ella Brewer

Printed Name

Ella Brewer

Occupation

Credit Clerk

Witness

[Signature]

Date

2-8-96

Signature

Carole Johnston

Printed Name

CAROLE JOHNSTON

Occupation

Relief Clerk

Witness

[Signature]

Date

2.8.96

Signature

Sandra McFarlane

Printed Name

SANDRA MCFARLANE

Occupation

CLERK.....

Witness

B. Hinchcliffe

Date

7/8/96.....

Signature

B. Hinchcliffe

Printed Name

BERNADETTE HINCHCLIFFE

Occupation

CLERK.....

Witness

Sandra McFarlane

Date

7/8/96.....

Signature

B. Asquith

Printed Name

BETTY ASQUITH

Occupation

CLERK.....

Witness

B. Asquith

Date

9.8.96.....

OPERATIVE FROM FIRST FULL
PAY PERIOD TO COMMENCE ON
OR AFTER DATE OF REGISTRATION

PART B

MONETARY RATES

Basic Wage for Adult Males - \$121.40 per week

TABLE 1 - RATES OF PAY

LEVEL	RATES PER WEEK		
	Current Rate	(6.0%) From date of registration	(6.0%) From 12 months after date of registration
	\$	\$	\$
5	476.70	505.30	535.60
4	450.60	477.65	506.30
3	431.80	457.70	485.20
2	421.40	446.70	473.50
1 or Trainee	403.60	427.80	453.50

NEED TO ADD DISABILITY ALLOWANCE*** 36.40 (1996)**

TABLE 2 - ALLOWANCE

Amount Per Week

<u>Clause Reference</u>	<u>Brief Description</u>	<u>Current</u>	<u>From Date of Registration</u>	<u>From 12 Months after date of Registration</u>
11(ii)	Relief Supervisory Duties	50.80	53.85	57.10