

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/182

TITLE: Blue Circle Southern Cement Depot Operators Enterprise Agreement 1998

I.R.C. NO: 5779/98

DATE APPROVED/COMMENCEMENT: 18 November 1998

TERM 12 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 4 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: It applies to all employees engaged to perform construction work on the Penrith Sewerage Treatment Plant NSW, within classifications of employees set out in the clause 8 Rates of Pay

PARTIES: Construction, Forestry, Mining and Energy Union (New South Wales Branch) -&- Labor Council of New South Wales, The Australian Workers' Union, New South Wales, Transfield Pty Limited



**BLUE CIRCLE SOUTHERN CEMENT LIMITED
DEPOT OPERATORS**



ENTERPRISE AGREEMENT

1. Title of Agreement

This Agreement shall be known as the Blue Circle Southern Cement Depot Operators Enterprise Agreement 1998.

2. Arrangement

1. Title of Agreement
2. Arrangement
3. Application
4. Parties Bound
5. Term of Agreement
6. Relationship to Parent Award
7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility
8. Hours of Work
9. Shift Work
10. Annual Leave Loading
11. Rates of Pay
12. Annualised Salaries
13. Disputes Settlement Procedure
14. Signatories to the Agreement

3. Application

This Agreement shall apply to all depot operators employed by Blue Circle Southern Cement Ltd (hereinafter referred to as "BCSC") at:

- (i) BCSC Clyde Depot
Parramatta Road
Auburn NSW 2144
- (ii) BCSC Girraween Depot
1/25a Amax Avenue
Girraween NSW 2145
- (iii) BCSC Alexandria
132 McEvoy Street
Alexandria NSW 2015



4. Parties Bound

The parties to this Agreement are:

- (i) BCSC; and
- (ii) Employees of BCSC employed as depot operators.

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
Absenteeism	5 days per annum	4 days per annum 20% reduction

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

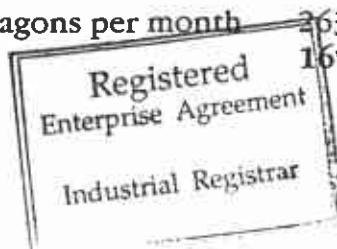
Damage	260 per month	200 per month 23% reduction
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The purpose of this KPI is to measure the damages to bagged products at BCSC Depots covered by this Agreement. Alexandria and Girraween Depots are to minimise the damage occasioned to bagged BCSC products transhipped at Depots.

Inventory Accuracy	560 bags	448 bags per month 20% reduction
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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.

Rail Wagon Turnaround	226 wagons per month	263 wagons per month 16% improvement
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Monthly reports will be made available to all depot staff.

Clyde Depot is to increase inventory throughput. To achieve this requirement, additional rail wagons will be transhipped through Clyde Depot. The purpose of this KPI is to measure the throughput of rail wagons and tonnes through BCSC Clyde Depot.

8. Hours of Work

- (a) It is agreed between the parties that discussions need to occur about the levels of overtime being worked by employees. Without limiting the scope of issues, these discussions should take into account:
- (b) It is recognised by the depot operators that, on occasions, commencing times for work vary. Generally at least one week's notice of any change to a depot operator's starting time will be given by management, except in the case of emergencies.
- customer service
 - cost to the business
 - maintaining standards of living for employees
 - safe work practices

The purpose of these discussions is to ensure that overtime levels are reduced. A joint monitoring process will be established between the parties to this Agreement with a view to producing aggregate monthly levels of overtime which will form the subject of discussions.

9. Shift Work

Employees required to do shift work shall receive \$18 per day which shall be paid in addition to base rates of pay.

10. Annual Leave Loading

In addition to entitlements pursuant to the Annual Holidays Act 1944, employees shall be paid 20% annual leave loading.

11. Rates of Pay

Wages shall be paid in accordance with Schedule A attached to this Agreement.

Subject to the meeting of KPI's outlined in Clause 7, a 4% increase will be applied to rates of pay at the expiration of this Agreement.



12. Annualised Salaries

It is agreed to by the parties to this Agreement that during the life of the Agreement discussions shall take place regarding moving rates of pay to annualised salaries.

13. Disputes Settlement Procedure

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 Depot Superintendent
 - ii. Employee/employees representative to Logistics Manager
 - iii. Involvement of General Manager
- 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.

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.

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 discussion to be finalised.

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.

In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoiding 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.

Registered
Enterprise Agreement

Industrial Registrar

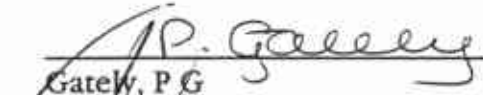
14. Signatories to the Agreement

~~Signed for and on behalf of Blue Circle Southern Cement Limited~~



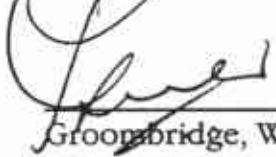
Fuller, G

15/10/98
Date



Gately, P G

15.10.98
Date



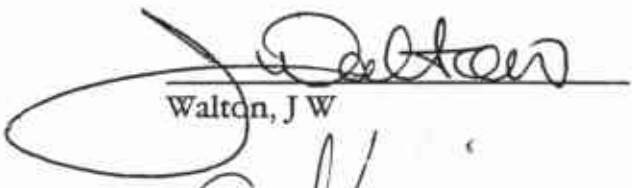
Groombridge, W J

15.10.98
Date



Knox, A V

15.10.98
Date



Walton, J W

15/10/98
Date



Yanz, G S

15-10-98
Date

Signed for and on behalf of Blue Circle Southern Cement Limited



Hinchon, AD

15 Oct 98
Date



SCHEDULE A

Classification	Current	Rates available at expiration of Agreement
Depot Operator Level 1	\$462.84	\$481.46
Depot Operator Level 2	\$507.30	\$527.82
Depot Operator Level 3	\$552.14	\$574.56

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