

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/316

TITLE: Blue Circle Packaging (Seven Hills) Enterprise Agreement 1998

I.R.C. NO: IRC98/6441

DATE APPROVED/COMMENCEMENT: 14 December 1998/22 September 1998

TERM: 21 March 2000

NEW AGREEMENT OR VARIATION: Replaces EA97/135

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of Blue Circle Packaging engaged as production operators

PARTIES: Blue Circle Packaging -&- The Australian Workers' Union, New South Wales

Ex. "A."



Blue Circle Packaging(Seven Hills) Enterprise Agreement

1. Arrangement

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2. Title

This agreement shall be known as the "Blue Circle Packaging Enterprise Agreement 1998".

3. Parties to the Agreement

The parties to this Agreement are:

- a) Blue Circle Packaging, located at Powers Road, Seven Hills NSW; and
- b) Australian Workers Union; and
- c) Employees of Blue Circle Packaging engaged as production operators.

4. Blue Circle Packaging's Mission

Blue Circle Packaging's purpose is to achieve Boral's Values and BCSC's H.P.O. Mission by marketing a range of packaged products for the building, construction and related industries that have been developed and manufactured to be world leaders in quality, cost and performance, through the integration of people, technology and business systems.



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5. Blue Circle Packaging's Principle Strategies

Blue Circle Packaging's strategies will achieve the Company's Mission by supporting and empowering our people, and by using highly effective processes and systems. BCP's principle strategies are:

- 1) Reduce the cost of manufacture of all BCP products by optimising our processes, i.e. by eliminating non-value adding tasks and waste in order to improve our competitive position;
- 2) Through consultation and cooperation, develop a culture of continuous improvement and innovation to gain a competitive advantage and to become a leader within our industry;
- 3) Optimise the productivity of our people by empowering them with decision making and leadership skills, and a thorough understanding of our business;
- 4) Enhance the perception that customers have of our Company by ensuring that the performance, quality and cost of our products, and our standard of service, exceed their expectations.

6. Continuous Improvement

Blue Circle Packaging and its employees recognise that our Mission and strategies represent significant change and improvement for our organisation. Every employee gives an undertaking to continuously strive to successfully implement these changes. We also make a commitment to seek and implement improvement initiatives for the benefit of Blue Circle Packaging throughout the term of this Enterprise Agreement.

7. Training & Development

Blue Circle Packaging makes a commitment to provide the opportunity to all employees for a reasonable amount of training. BCP believes that the provision of continuous learning systems is essential to support the development of decision making and leadership skills, and team self-management. In particular, throughout the term of this Agreement, all permanent employees will be provided with the opportunity to train and develop into the role of Plant Operator. This position is an evolution of the role of Panel Operator which has been defined in previous Enterprise Agreements.



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8. Job Security

Blue Circle Packaging makes a commitment to its employees that any reduction in the number of our people will, for the life of the agreement, only occur on a voluntary basis or by natural attrition.

9. Wage Increase

In accordance with the terms agreed to within this Enterprise Agreement, each employee's ordinary time weekly rate of pay shall be increased by 4.5% from the first full pay period on or after 22 September 1998, and again by 2.25% from the first full pay period on or after 22 September 1999.

The following table defines the normal 38 hour weekly wage rate payable to each skill classification:

Skill Classification	Date Effective From	
Plant Operator	22.9.98	\$530.86 per week
	22.9.99	\$542.80 per week
Multiskilled Operator	22.9.98	\$500.56 per week
	22.9.99	\$511.82 per week
Operator	22.9.98	\$473.39 per week
	22.9.99	\$484.04 per week

10.Meal Breaks

All shift workers are entitled to a 30 minute paid meal break, with no unpaid meal breaks, per shift.

11.Meal Allowance

The meal allowance paid to employees under the conditions outlined in section 3.4 of the previous Enterprise Agreement shall also increase by 4.5%, i.e. from \$8 to \$8.36, and 2.25% from 22.9.99, for the term of this Agreement.



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12.Key Performance Indicators

The bonus as defined in section 2.2.1.4. of the previous Enterprise Agreement is obsolete under the terms of this Agreement. It has been replaced by a system of Key Performance Indicators (KPI's). Under the terms of this Agreement, all employees will have the opportunity to share an incentive payment. The quantity of this payment will vary depending upon the number of BCP employees that are covered by this Agreement, eg:

9 employees	\$89.74 per week
10 employees	\$80.77 per week
11 employees	\$73.43 per week

To receive this incentive payment in full each week, all employees must fulfill the requirements of the following 2 KPI's:

KPI	Weighting
Absenteeism	50%
Housekeeping	50%

12.1 KPI Definitions

Absenteeism is an individual KPI. An 'absent day' is defined as any Leave Without Pay (for a full 8 hour shift). If any employee has an 'absent day' in any given week, they will lose 50% of that week's incentive payment.

Housekeeping is a team KPI, with each shift crew being measured as a separate team. A standard will be set that is reasonable, practical and acceptable to management and all employees. (Each work area will be photographed for reference). The standard of housekeeping will be assessed at the end of each shift. When assessing the standard achieved, management will consider all influencing factors, eg production demand, available time to perform housekeeping etc. Any concerns with the standard will be discussed with the relevant Production team, thereby giving you the opportunity to explain any problems. If the standard of housekeeping has not been achieved as a direct result of the Production team's performance, the whole team will lose 50% of their bonus for that week.



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12.2 Rewards and Warnings

A reward system applies to the absenteeism KPI. Any deductions made from employees who have an 'absent' day will be pooled. At the end of each quarter (effective from Monday 16 November), the performance of each employee will be reviewed. This money pool will be evenly distributed to those employees who have not had any 'absent' days within the 3 month period being reviewed. Note that although new employees have access to the incentive payment 1 month after they commence employment with the Company, they will not have access to the reward system until after the first quarterly review after they begin employment.

A warning system applies to the housekeeping KPI. If the standard of housekeeping is below the agreed standard, the relevant Production team will be given the following 24 hour period to satisfy the agreed standard. If the standard is still not satisfied, all members of the production team will be penalised 50% of that week's bonus.

12.3 KPI Reviews

Both parties may review this KPI system at any stage during the term of the Agreement and seek changes or improvements, specifically in respect to the types of KPI's and the weightings associated with each KPI. Any changes must be implemented with the approval of management and the majority of all employees.

13. Work Clothing and Safety Equipment

Blue Circle Packaging will provide all employees with the necessary safety clothing and equipment. The following items will be issued twice a year:

	1 October	1 April
Shirts	3	3
Trousers / Shorts	3	3

As agreed, boots and jackets/pullovers will be issued on a need basis, i.e. Blue Circle Packaging makes a commitment to replace any of these items that are damaged beyond repair. Items will be repaired or replaced at the Company's discretion and cost.



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14. Term of Agreement

This agreement shall have a nominal term of 18 months effective from 22 September 1998.

The parties to this Agreement undertake to commence further enterprise agreement discussions 3 months prior to 21 March 2000.

15. Workplace Relations – Anti-Discrimination and Harassment

BCP is committed to providing a workplace free of unlawful discrimination, including sexual harassment. BCP policy is intended to set appropriate standards of behaviour. It is not intended to intrude on genuine personal relationships.

Unlawful discrimination occurs when a person or group is treated less favourably because of a particular reason, and that reason is specified as unlawful in anti-discrimination legislation. Unlawful discrimination includes discrimination based on race, colour, nationality, national or ethnic origin, immigration status, sex, pregnancy, marital status, disability, homosexuality, age and family responsibilities.

Sexual harassment is any unwanted, unwelcome or uninvited behaviour of a sexual nature which humiliates, offends or intimidates a person. Sexual harassment may include physical contact, verbal comments, jokes, propositions, the display of offensive material or other behaviour which creates a sexually hostile working environment.

Blue Circle Packaging aims to:

- 1) Create a working environment which is free from unlawful discrimination and sexual harassment, where all employees are treated with dignity, courtesy and respect;
- 2) Implement training and awareness raising strategies to ensure that all employees know their rights and responsibilities;
- 3) Provide an effective procedure for complaints based on the principles of natural justice;
- 4) Treat all complaints in a sensitive, fair, timely and confidential manner;
- 5) Guarantee protection from any victimisation or reprisals;



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- 6) Promote appropriate standards of conduct at all times;
- 7) Encourage the reporting of behaviour which breaches this unlawful discrimination and sexual harassment policy.

16. Grievance Resolution Procedure

- 1) BCP and its employees recognise that individual and group problems will arise from time to time and it is necessary to resolve these matters promptly and through open communication;
- 2) Subject to the *Industrial Relations Act 1996 (NSW)*, a grievance is a complaint or concern made by an individual or group in an organisation about a work issue, including an act, omission, situation or decision;
- 3) A grievance shall be dealt with in the following manner:
 - a) The employee(s) shall attempt to solve the grievance with their immediate Supervisor;
 - b) Should the matter remain unresolved, or where discussion with the immediate Supervisor is inappropriate, the employee(s) will notify their Manager or BCSC's Human Resources Manager of the grievance;
 - c) The Manager or BCSC's Human Resources Manager will arrange a meeting with the employee(s) within 7 days of notification, or as otherwise agreed to attempt a resolution of the grievance.
- 4) The employee(s) will be entitled to have a union representative or nominee present during any of these stages;
- 5) Should the matter remain unresolved, the matter may be referred to the Industrial Relations Commission of NSW for conciliation and arbitration;
- 6) While the above procedure is being followed, work will continue normally where it is agreed there is an existing practice, but in other cases, work will continue on the Manager's instruction. No party will be prejudiced as to the final settlement by continuation of work.



***Blue Circle Packaging(Seven Hills)
Enterprise Agreement***

17. Signatories

Signed for, and on behalf of

Blue Circle Packaging

Operations Manager

Date

Witness

Date

Signed for and on behalf of

The Australian Workers Union

Secretary

Date

Witness

Date



***Blue Circle Packaging(Seven Hills)
Enterprise Agreement***

Signed by employees of Blue Circle Packaging:

Gio Bonnani	_____
Anthony Collier	_____
Alan Gibbons	_____
Steven Kops candy	_____
Wayne Lees	_____
Larry Pendrick	_____
Timothy Roberts	_____
Peter Roodkerk	_____
Simione Turaga	_____