

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/38

TITLE: Boral Energy LPG Port Botany Tanker Drivers Enterprise Agreement 1998

I.R.C. NO: 98/5442

DATE APPROVED/COMMENCEMENT: 19 November 1998

TERM: 8 April 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed at Boral Energy - Port Botany, Tanker Drivers, under the Transport Industry Petroleum &c. Distribution (State) Award

PARTIES: Boral Energy LPG Ltd -&- Transport Workers' Union of Australia, New South Wales Branch, The Employers' Federation of New South Wales



BORAL ENERGY LPG PORT BOTANY TANKER DRIVERS ENTERPRISE AGREEMENT 1998



1 TITLE

This Enterprise Agreement shall be referred to as the Boral Energy LPG Port Botany Tanker Drivers Enterprise Agreement 1998.

2 ARRANGEMENT

This Enterprise Agreement is arranged as follows:

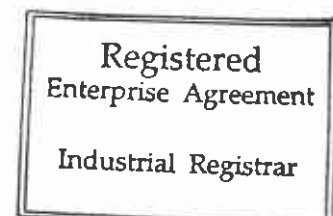
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3 AIMS AND OBJECTIVES

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

- productivity and
- efficiency

which in turn will increase Boral Energy LPG competitiveness and offer secure and worthwhile employment for its employees.



3.1 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 Energy LPG 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.

3.2 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
- Employer
- Suppliers
- Employees
- Shareholders

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

All employees agree to using their skills to better identify, monitor and improve performance on the job.

3.3 Skills Development

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.



3.4 Customer Focus

It is the joint understanding 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.

3.5 Quality Assurance

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

4 PARTIES BOUND

The parties bound by this agreement are

- i) Transport Workers Union of Australia
- ii) Boral Energy LPG Ltd

5 DEFINITIONS

- i) Boral Energy LPG Ltd - "the company"
- ii) Port Botany Tanker Driver - "employee"
- iii) Key Performance Indicator - "KPI"
- iv) Transport Workers Union of Australia NSW Branch - "TWU"

6 APPLICATION

This Enterprise Agreement shall apply to all Boral Energy LPG Ltd Port Botany-Tanker Drivers.

7 DATE AND PERIOD OF OPERATION

This Enterprise Agreement shall operate from the date of approval with a nominal term to April 8, 2000. The parties agree to review the agreement three months prior to its expiration.

8 RELATIONSHIP TO RELEVANT AWARD

This agreement is to be read in conjunction with the Transport Industry Petroleum and etc. Distribution (State) Award.

As per the agreements dated 22nd April 1980 and 14th April, 1981 the rates of pay and conditions shall be as per the Transport Industry Petroleum and etc. Distribution (State) Award (as varied from time to time) plus 9.87%. The company

reserves its right not to adopt the 35 hour week. Any movement in the award will become payable at the effective date for that movement as nominated by the award.

Where there is any inconsistencies between the Enterprise Agreement and the respective award, this Enterprise Agreement shall take precedence to the extent of the inconsistency.

9 SINGLE BARGAINING UNIT

For the purpose of negotiating this Enterprise Agreement a Single Bargaining Unit has been established consisting of representatives from the Port Botany Tanker Drivers, the union and Boral Energy LPG Ltd management.

10 DISPUTES RESOLUTION PROCEDURE

This Disputes Resolution Procedure is to allow all parties a system to discuss and resolve all matters of grievance and dispute.

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.

During a dispute, 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 justified on the grounds of health and safety and is within the reasonable responsibility of the employer concerned, this clause shall not apply.

The agreed procedure is detailed hereunder:-

- 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 Manager and Human Resources Manager, if necessary.
- Stage 3: If the matter is not settled at stage 2, the organiser of the TWU will meet with the Manager.
- Stage 4: If stage 3 is unsuccessful, it is agreed that the matter will then be referred to the NSW Industrial Relations Commission for conciliation or arbitration:

11 NO FURTHER CLAIMS

The parties undertake that there will be no wage increases during the life of the agreement excepting where there is mutual agreement between the parties for increases due to productivity improvements or in accordance with Clause 8 of this agreement.

12 **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.

13 **KEY PERFORMANCE INDICATORS**

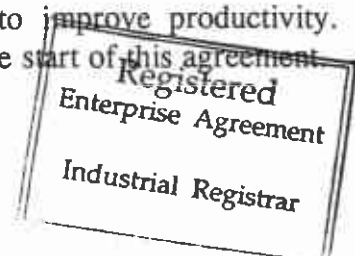
A number of KPI's have been established in order to provide for clear and concise measurement of the Boral Energy LPG Port Botany Tanker Drivers performance.

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

14 **CONDITIONS OF EMPLOYMENT**

The following conditions shall apply.

- 14.1 The divisor for the purpose of calculating overtime shall be 35 for those drivers on a 35 hour week and 38 for those on a 38 hour week.
- 14.2 In Cab Billing shall be fully implemented for all deliveries. The commencement of training is to occur as soon as practicable after the date of signing this document.
- 14.3 All drivers shall complete company provided computer based training within 6 months of approval of this agreement.
- 14.4 All pay shall be via electronic funds transfer deposited directly into personal bank accounts.
- 14.5 Each driver at the completion of each shift shall conduct a visual vehicle inspection and report any apparent defects in writing as well as completing Boral Energy weekly and monthly truck check lists of a non-mechanical nature.
- 14.6 All drivers shall input and record all relevant data to and from Tacholink vehicle monitoring systems installed in the trucks, and to assist management in optimising fleet operations.
- 14.7 Aerosol drivers shall input all requested data and paperwork for the purposes of calculating the composition of aerosol blends.
- 14.8 Drivers shall undertake driver training courses at the company's expense at 4 yearly intervals.
- 14.9 Drivers shall assist management in the development, measurement and monitoring of Key Performance Indicators, as per Appendix A, to improve productivity. Management are to provide relevant benchmark data at the start of this agreement.



14.10 Drivers do not require being given 48 hours notice of change of shift. On each occasion the drivers themselves shall nominate the driver to change shift. The requirements for a break between shifts shall continue to apply.

14.11 Drivers shall agree to perform alternate duties in the event of work related injury as per the WorkCover legislation in NSW.

14.12 Drivers shall assist management in the planning and implementation of relocation of part or all of the Sydney fleet to a new base in the Sydney area. No wage increase shall be sought for the relocation.

15 **PERFORMANCE FEEDBACK**

The employees supervisor will provide individual feed back on such matters as job performance, commitment to OH&S, attitude, skill development, application, attendance history, training needs, career path opportunities and any other issue that requires attention.

16 **WAGES SCHEDULE**

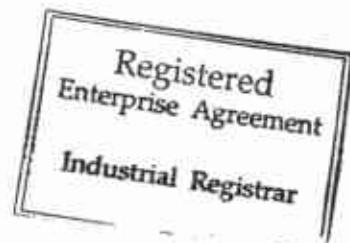
A schedule of rates of pay is attached as Appendix B.

17 **STRATEGY**

The parties agree to form a Consultative Committee with both company and employee representation to discuss a range of issues which have the potential to achieve long term efficiencies in the workplace. The Consultative Committee shall meet at least four times per annum.

18 **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.



19 **SIGNATORIES**

Signed on behalf of Boral Energy LPG Limited.

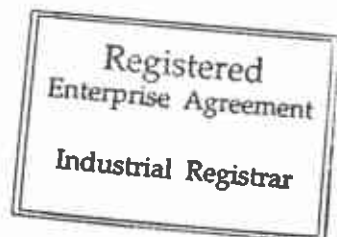
George Ball

Date: 26th August 1998

Signed on behalf of the Transport Workers Union of Australia.

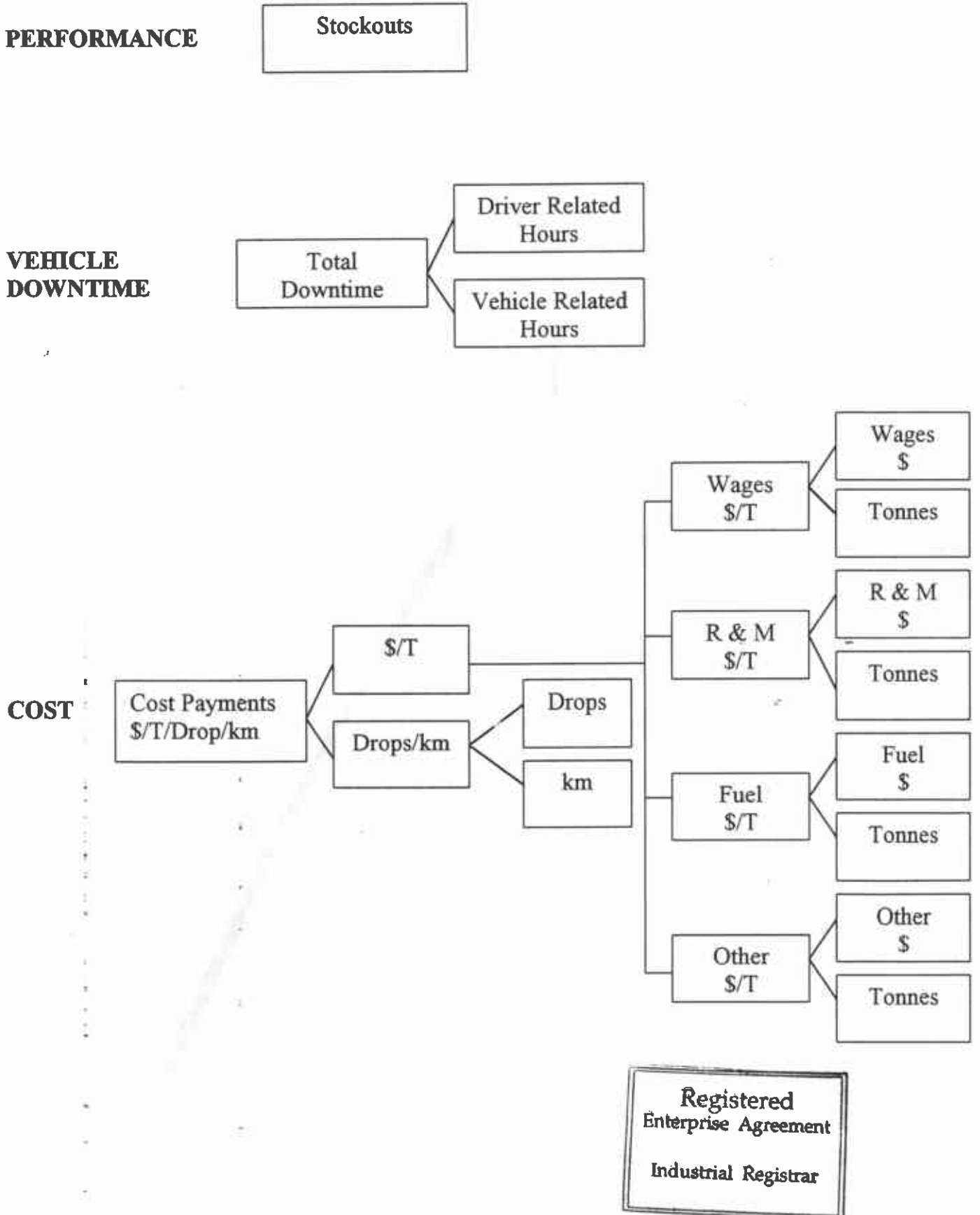
Alice Hutchins

Date: 1-9-98



APPENDIX A

KEY PERFORMANCE INDICATORS



Wage Schedule

	Base Rate	Base Rate + 9.87%	6 Months to 2 Years Award Rate	6 Months to 2 Years + 9.87%	2 Years to 3 Years Award Rate	2 Years to 3 Years + 9.87%	3 Years to 5 Years Award Rate	3 Years to 5 Years + 9.87%	Over 5 Years Award Rate	Over 5 Years + 9.87%
Rigid Vehicle										
Under 10 tonnes	511.00	561.45	516.70	567.70	522.80	574.40	529.10	581.35	535.70	588.60
10 tonnes and under 13 tonnes	515.30	566.20	521.10	572.55	526.90	578.90	533.00	585.60	539.30	592.55
13 tonnes and under 19 tonnes	519.30	570.55	525.50	577.40	531.00	583.40	537.30	590.35	543.30	596.95
19 tonnes and under 25 tonnes	525.90	577.80	531.90	584.40	537.70	590.80	543.60	597.25	550.10	604.40

	Base Rate	Base Rate + 9.87%	6 Months to 2 Years Award Rate	6 Months to 2 Years + 9.87%	2 Years to 3 Years Award Rate	2 Years to 3 Years + 9.87%	3 Years to 5 Years Award Rate	3 Years to 5 Years + 9.87%	Over 5 Years Award Rate	Over 5 Years + 9.87%
Articulated Vehicle										
Under 10 tonnes	514.50	565.30	520.60	572.00	526.30	578.25	532.50	585.05	538.60	591.75
10 tonnes and under 13 tonnes	518.40	569.60	524.70	576.50	530.70	583.10	536.80	589.80	542.90	596.50
13 tonnes and under 19 tonnes	522.80	574.40	528.60	580.80	534.60	587.40	540.80	594.20	546.80	600.80
19 tonnes and under 25 tonnes	529.50	581.80	535.50	588.35	541.40	594.85	547.70	601.75	553.40	608.05
25 tonnes and under 31 tonnes	536.30	589.25	542.40	595.95	548.10	602.20	554.20	608.90	560.20	615.50
31 tonnes and under 37 tonnes	548.50	602.65	554.20	608.90	560.20	615.50	566.40	622.30	572.70	629.25
37 tonnes and under 43 tonnes	555.20	610.00	561.20	616.60	567.40	623.40	573.30	629.90	579.20	636.40

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Enterprise Agreement
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