

# ENTERPRISE AGREEMENT

NO: E.A. 104 /1994

DATE REGISTERED: 31-3-94

PRICE: \$ 34-00.

ENTERPRISE AGREEMENT

THIS ENTERPRISE AGREEMENT IS MADE BETWEEN BORAL BRICKS (NSW) PTY LIMITED (THE COMPANY) AND THE MECHANICAL MAINTENANCE EMPLOYEES, IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE NEW SOUTH WALES INDUSTRIAL RELATIONS ACT 1991.

This Agreement shall be known as "Boral Bricks Moorebank Mechanical Maintenance Workers Enterprise Agreement 1993."

The Agreement is subject to certification by the Commissioner for Enterprise Agreements and registration by the Registrar of the Industrial Relations Commission of New South Wales.

1. APPLICATION

This Agreement is binding on The Company, and its mechanical maintenance employees in respect to employment conditions and rates of pay at the Company's Plant located at Moorebank, NSW.

It shall prevail over and operate to the exclusion of any other former award that may have application to the employees bound by this Agreement in accordance with S.119 of the Industrial Relations Act 1991.

This Agreement has not been made under duress by any of the parties.

2. PERIOD OF OPERATION

This Agreement will operate from the first pay period after registration by the Industrial Relations Commission of NSW, viz.....1993, and will continue in force for a period of twelve months, subject to the provisions of The Industrial Relations Act 1991.

ARRANGEMENT

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3.

RATES OF PAY

(a) The rates of pay in this Agreement incorporate all over-award payments as well as increases for productivity and efficiency improvements resulting from changed working conditions and work practices.

Rates will be increased in accordance with any State Wage decisions of the NSW Industrial Relations Commission which become effective during the currency of this Agreement.

Rates are as set out below:

<u>Level</u>	<u>Definition</u>	<u>Wage Rate</u>
1	<p>This level is equivalent to the tradesperson's level. Employees classified at this level require a full trade certificate <u>or</u> have formal qualifications as required by the Company, from a recognised provider. Tasks at this level cover installation, maintenance, correct functioning and the operation of all mechanical and other equipment used in the plant and associated areas, <u>OR</u> tasks performed by a technician in one or more areas of the plant. Works under minimum supervision.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:            Mechanical tradesperson            Technician</p>	\$511.00
2	<p>Able to perform tasks at level 1 if and when required. This level is equivalent to the previous award classification of tradesperson special class. Employees classified at this level require a full trades certificate as well as additional knowledge necessary to work on complex or intricate machinery or circuitry. Tasks at this level cover installation, maintenance, correct functioning, operation of, testing, modification, commissioning, and fault finding of complex or intricate mechanical and associated equipment used in the plant. Works under limited supervision.</p> <p>Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:            Mechanical Tradesperson Special Class</p>	\$546.85

\$566.35

4 Employees at this level require qualifications and experience equivalent to those of the previous tradesperson special class. In addition, employees at this level are able to supervise and accept responsibility for mechanical maintenance. Works under limited supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mechanical Leading Hand

\$611.10

5 This level requires employees to supervise and accept responsibility for all levels of mechanical maintenance.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Senior Mechanical Foreperson

(c) In addition to the above rates the Company will pay (as occupational superannuation) an amount equal to 5% of each employee's ordinary time wage rate or such other percentage or amount as required by applicable statute or Industrial Relations Commission of NSW judgement from time to time on a monthly basis, into the appropriate section of the Boral Employee's Provident Fund.

(d) The Company shall provide all necessary power tools, special purpose tools and precision measuring instruments.

#### 4. TRAINING

(a) The Company acknowledges its commitment to provide for its employees career paths and access to more varied, fulfilling and better paid jobs through training.

(b) In accordance with the needs of the Enterprise, training will be provided to enable employees to qualify for classification to and to make a contribution at higher levels of skill by the application of a Training and Accreditation Program. Training courses will have national accreditation wherever possible.

(c) The Company will accept responsibility for the organisation of "on the job" training but employees will assist as required in the training of other employees. For training "off the job" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.

(d) The Company will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken "off the job" and outside normal working hours, and approved by the Company as being in accordance with the needs of the Enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery upon successful completion and documentary evidence of passing.

#### 5. TOTAL QUALITY MANAGEMENT

(a) Employees will participate voluntarily in TQM meetings as established for the purpose of providing participation in improved productivity and efficiency for the plant. Payment will be made at appropriate rates for attendance at these meetings.

(b) During the life of the Agreement regular meetings will continue, involving employees of the Company covered by this Agreement. These are for the purpose of advising on Company performance etc., and consulting on plant efficiency and productivity.

#### 6. QUALITY ASSURANCE

(a) Employees will participate in Quality Assurance to improve productivity and performance in order to obtain certification for AS3902, a standard which is vital for the success of the Company and its employees.

#### 7. EFFICIENCY AND PRODUCTIVITY IMPROVEMENT

(a) Employees agree to remove demarcation barriers by discussing any relevant interchange of functions, such interchange only to occur after relevant training has been undertaken.

(b) Employees agree to operate production machinery in emergency situations for a maximum of 1.5 hours until the normal operator is available. However, the machine must be without a normal operator for half an hour before this emergency clause is invoked.

(c) Meal breaks will be staggered to allow for continuous production.

(d) The Company may introduce a 4 day on, 4 day off shift roster if necessary to utilise the plant up-grade. e.g. If a 12 hour shift is introduced working hours for the best plant efficiency would be 6.00 a.m. to 6.00 p.m. including meal and refreshment breaks to suit production requirements. Before the commencement of a new roster discussions will be held with all employees to agree on method of calculations for pay, sick leave and annual leave.

(e) Employees agree to improve their skill level by undertaking extra training as required (either in-house or external).

(f) Employees acknowledge that they will continue to recognise the importance of striving continually for improvements in efficiency and for excellence in performance, recognising that improved productivity is vital for the success of the Company and its employees.

### 3. HOURS OF WORK

(a) The weekly total of ordinary hours of work will average 38 per week.

(b) Ordinary hours will be worked on five consecutive days in the period Monday to Friday between the hours of 6.00 am and 6.00 pm.

(c) By agreement employees will commence earlier than 6.00 a.m. if required. However, overtime rates will be paid for the time so worked.

### 4. SHIFT WORK

(a) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

(b) Shift roster shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(c) A shift worker whilst on afternoon shift shall be paid a 15% loading on the rate of pay set out in Clause 3 for the appropriate classification level.

(d) A shift worker who works on afternoon shift which does not continue for at least 5 successive afternoons, shall be paid for each such shift 50% for the first two hours and 100% for the remaining hours in addition to the ordinary rate of pay.

(e) Where the major part of a shift falls on a public holiday it shall be regarded as having been worked on a public holiday.

(f) Notice of shift roster changes will be by 48 hours notice.

TERMS OF ENGAGEMENT AND TERMINATION

10.

(a) All full time employees shall be engaged by the week.

(b) A casual employee is one engaged and paid as such. For working ordinary time such employee shall be paid per hour one thirty eighth of the weekly rate set out in Clause 3., plus a loading of 20%.

(c) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

(d) Despite any other provision of this Agreement the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:

- (i) any strike
- (ii) any breakdown of machinery, or
- (iii) any stoppage of work for which the Company is not responsible

(e) Employment may be terminated by either the Company or the employee at any time during the week by the giving of the following notice or payment in lieu of notice (except as provided in sub-clause (i)):

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks
Plus 1 extra week for employees over 45 years of age with not less than 2 years continuous service (except in the case of an employee giving notice)	

(f) An employee who fails to give the appropriate notice may have monies withheld to the equivalent of the notice period required.

(g) An employee who has been given notice will be allowed up to one day's time off without loss of pay (at a time convenient to the Company) for the purpose of seeking another job.

(h) Following a request from the terminated employee, the Company will provide a written statement of the period of employment and type of work performed.

(i) The Company may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.



(j) The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company, and without notification to the Company, shall be prima facie evidence that the employee has abandoned employment and unless the absence is established to the satisfaction of the Company within a period of fourteen days as having been due to a reasonable cause, termination shall operate as from the last day of attendance at work or authorised absence..

#### 11. Overtime

(a) For all work performed prior or after each normal shift (or 12 hours in the case of "4 on/4 off" employees) of ordinary time on any one day employees will be paid at the rate of time and a half for the first two hours and double time for each hour after that at the rate of pay prescribed in Clause 3 for the level at which they are classified.

(b) An employee who is required to work on a public holiday will be paid 2.5 times the rate of pay prescribed in Clause 3 for the level at which that employee is classified.

(c) An employee required to work on a Saturday will be paid 1.5 times the rate of pay prescribed in Clause 3 for the level at which the employee is classified, for the first two hours and 2.0 times after that, for a minimum of four hours work.

(d) An employee who is required to work on a Sunday will be paid at double time rate for a minimum of four hours work. Calculation of the rate is as prescribed in sub-clause (a).

(e) An employee recalled to work after leaving on completion of that employee's normal shift, will be paid overtime rate as prescribed in sub-clause (a) for a minimum of four hours work.

(f) An employee who works overtime in excess of ordinary hours on any one day will be entitled to a break of 10 hours before resuming work on the next day. If an employee is required to resume work before the 10 hours have elapsed then for the remainder of the break period the employee will be paid at the rate of double time until released from duty and will then be entitled to a break of 10 hours before resuming duty, without loss of pay for the regular ordinary time occurring during such absence.

(g) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

(h) Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes paid at ordinary time rates.

(i) Employees will work a reasonable amount of overtime when required

12.

ANNUAL LEAVE

(a) Annual leave will be allowed to all employees in accordance with the Annual Holidays Act, 1944. In particular the following provisions will apply:

(b) All employees engaged by the week will be given four weeks annual leave for each completed year of service, being paid in advance the rate of pay they normally receive for their skill level for the period of leave taken.

(c) The annual leave may be taken in one or more periods by agreement between the employee and the Company, but will not exceed more than 3 periods.

(d) In addition to the leave prescribed in sub-clause (a) above, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and Public Holidays, will be allowed seven consecutive days leave, including non-working days.

(e) When a public holiday (as prescribed in Clause 16) occurs while an employee is on annual leave then the leave period will be extended by one day for each holiday that occurs.

(f) If the employment of a weekly paid employee is terminated, that employee will be paid for any outstanding leave entitlement at the normal rate of pay for the employee's classification level, including pro rata payment for any part of a year's entitlement.

13.

ANNUAL LEAVE LOADING

(a) A weekly paid employee who goes on annual leave will be paid a loading of an additional 17.5% of that employee's classification level rate of pay for the period of leave.

(b) A weekly paid employee who is terminated by the Company will be paid a loading as in sub-clause (a) above for all untaken leave to which the employee is entitled. No payment will be made to an employee who has been terminated for misconduct.

14.

PAYMENT OF WAGES

(a) All wages will be paid weekly by electronic funds transfer.

15. MEAL BREAKS AND ALLOWANCES

(a) An employee shall not be required to work for more than five hours without a break for a meal. However, meal breaks will be staggered as provided in Clause 7(c).

(b) Except as provided in sub-clause (c), time and a half rates shall be paid for all work done during meal times and thereafter until a meal break is allowed.

(c) Subject to the provisions of sub-clause (a) an employee shall work during meal breaks at the ordinary rates prescribed in this Agreement whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

(d) An employee required to work overtime for more than 2 hours on any one day and who was not notified of the requirement on the previous day or earlier will be supplied with a meal by the Company or paid the sum of \$6.30 for the first and each subsequent meal.

(e) All employees will be allowed a paid refreshment break of 10 minutes in the first half of ordinary hours worked on each day, to be taken to suit the needs of the operation.

#### 15. SICK LEAVE

(a) An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence as follows:

(i) No payment will be made for any absence for which workers' compensation is paid or payable.

(ii) The employee will advise the Company of the expected absence as soon as practicable (and during the ordinary hours of the first day or shift of such absence) its cause and likely duration.

(iii) If required, the employee will provide satisfactory evidence of the illness or injury, or provide a statutory declaration.

(iv) In the first year of service, up to 5 days of ordinary time. However payment for such absence may be withheld until after the completion of the first three months' service.

(v) In any subsequent year up to 8 days of ordinary time will be available from the beginning of each year of service.

(vi) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.

(vii) If an employee is terminated and re-employed by the Company within a period of six months then the employee's unclaimed balance of sick leave shall continue from the date of re-employment but service for future sick leave entitlement shall be from the date of re-employment.

17.

PUBLIC HOLIDAYS

(a) For the purposes of this Agreement the public holidays will be Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day and all other days proclaimed as holidays in New South Wales either as a substitution for or additional to any of the above.

(b) In addition to the above one extra day in lieu of financial members' day shall be taken by agreement between the Company and employees.

(c) An employee who has an unauthorised absence on the working day before or the working day after a public holiday will not be entitled to payment for the public holiday, except that absence only on the day before or the day after a series of public holidays will incur loss of payment only for the holiday closest to the absence.

(d) Where Christmas Day falls on a Saturday or a Sunday, the following Monday or Tuesday in lieu thereof shall be observed as Christmas Day and Boxing Day respectively. Where Boxing Day falls on a Saturday, the following Monday in lieu thereof shall be observed as Boxing Day. Where New Year's Day falls on a Saturday or a Sunday the following Monday in lieu thereof shall be observed as New Year's Day.

OR

By agreement between employees and the Company, other days may be substituted for the said days.

18.

BEREAVEMENT LEAVE

(a) Paid leave up to a maximum of two ordinary days worked will be available to an employee in the case of the death within Australia of any of the following relations:

- Wife or husband
- De facto wife or husband
- Father
- Mother
- Foster father
- Foster mother
- Step father
- Step mother
- Father-in-law
- Mother-in-law
- Brother
- Sister
- Child
- Step-child

OR

In the case of the death outside Australia of any of the following relations for whose funeral the employee travels outside Australia to attend:

- Wife or husband
- Father
- Mother

- (b) On the giving of notice to the Company and the provision of proof if required, the employee will be entitled to leave up to and including the day of the funeral. However payment will not be made for any days coinciding with other approved leave.

#### 19. JURY SERVICE

- (a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service

#### 20. UNION REPRESENTATIVE

- (a) If there are union members in the Plant then an employee appointed as union delegate shall be recognised as the accredited representative of the Union.
- (b) The delegate shall be allowed a reasonable opportunity to carry out duties including the right to discuss with a representative of the Company any matter affecting Union members, and a reasonable period of time during working hours at a place designated by the Company, to interview an accredited official of the Union on legitimate union business.  
The delegate may also place on the notice board any notice on union business signed (or countersigned) by the delegate.

#### 21. FIRST AID ALLOWANCE

- (a) An employee who has been trained to render first aid and who is the holder of appropriate first aid qualifications, if appointed by the Company to perform first aid, will be paid an allowance of \$8.80 per week.

#### 22. INTRODUCTION OF CHANGE

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and, if members of the Union, the Union. \*

(b) "Significant effects" include termination of employment, major changes in the composition of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have a significant effect.

(c) The Company will discuss with the employees affected and, if they are members of the Union, the Union, inter alia, the introduction of the changes referred to in sub-clause (a), the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by employees and, if members of the Union, by their Union, in relation to the changes. X

(d) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub-clause (a).

(e) For the purposes of such discussion, the Company shall provide in writing to the employees concerned and, if they are members of the Union, to the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

23.

### REDUNDANCY

(a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and, if they are members of the Union, with the Union.

(b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of sub-clause (a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned and, if they are members of the Union, to the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

(d) Where an employee is transferred to lower paid duties for reasons set out in sub-clause (a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(e) In addition to the period of notice prescribed for ordinary termination in Clause 10, an employee whose employment is terminated for reasons set out in sub-clause (a) shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<u>Period of continuous service</u>	<u>Severance pay</u>
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	5 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

"Week's pay" means the ordinary time rate of pay for the employee concerned.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the Company had proceeded to 65 years of age.

(f) An employee whose employment is terminated for reasons set out in sub-clause (a) may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(g) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

(h) Where a decision has been made to terminate employees in the circumstances outlined in sub-clause (a), the Company will notify the Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.

(i) Where an employee who is terminated receives a benefit from a superannuation scheme, the employee shall only receive under sub-clause (e) the difference between the severance pay specified in that sub-clause and the amount of the superannuation benefit the employee receives which is attributable to Company contributions only. If this superannuation benefit is greater than the amount due under sub-clause (e) then the employee shall receive no payment under that clause.

(j) The continuity of employment of an employee shall be deemed not to have been broken by reason of transmission of business and the whole period of employment shall be deemed to be service for the application of this clause.

(k) This clause shall not apply to employees with less than one year's continuous service, and the general obligation on the Company should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(l) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees.

#### 24. DISPUTES PROCEDURE (THE COMPANY AND EMPLOYEES)

- (a) The following procedure will be followed in dealing with any question, dispute or difficulty concerning the interpretation, application or operation of this Agreement:
- (i) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the supervisor, the next available manager.
  - (ii) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Plant Manager (if absent the next senior manager) and further discussions will take place. In such discussions the employees may be represented by the Union. The parties will make every endeavour to settle the dispute in a spirit of harmony and in the interest of good employee relations.
  - (iii) If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission for decision.
  - (iv) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
  - (v) All employees and parties to this Agreement are to be made familiar with this disputes procedure and are to give an undertaking to observe it.



25. GRIEVANCE PROCEDURE (THE COMPANY AND INDIVIDUALS)

- (a) The following procedure will be followed in dealing with any Company action that allegedly disadvantages any employee and that relates to a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement or to alleged discrimination in employment within the meaning of the Anti-Discrimination Act 1977:
- (i) The employee will notify the immediate supervisor, in writing, the substance of the grievance, request a meeting, and state the remedy sought.
  - (ii) The supervisor (or the next available manager) will discuss the grievance with the employee in an effort to resolve it. The employee may be represented by the Union.
  - (iii) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Plant Manager (if absent the next senior manager) and further discussions will take place. The employee may continue to be represented by the Union.
  - (iv) The Manager will provide a response to the employee's grievance within a reasonable time limit. If the matter is not resolved the response will include reasons for not including any proposed remedy.
  - (v) The employee may seek leave to have the matter referred to the Industrial Relations Commission.
  - (vi) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
  - (vii) All employees and parties to this Agreement are to be made familiar with this grievance procedure and are to give an undertaking to observe it.

26. SIGNATORIES

In recognition of their acceptance of the terms and conditions of this Agreement the parties have placed their signatures below as indicated:

THIS IS 100% ACCEPTANCE OF ALL MAINTENANCE EMPLOYEES.

Accepted on behalf of Employees.

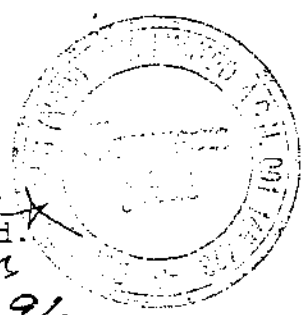
Signature *B. M. [unclear]* Date *2.12.93*

Witnessed.....Date.....

*L. Hewitson* 3 12 93  
*A. [unclear]*  
*D. [unclear]* 13 12 93

Accepted on behalf of Boral Bricks (NSW) Pty Ltd.

*S. B. Faber*  
Signature.....Date *14.1.94*  
Director



Witnessed *[Signature]* Date *14.1.94*