

ENTERPRISE AGREEMENT

NO: E.A. 397 /1994

DATE REGISTERED: 10.10.94.

PRICE: \$ \$14.00

1. TITLE

This agreement shall be known as the Boral Bricks (NSW) Pty Limited, Albury Plant, Enterprise Agreement 1993.

2. ARRANGEMENT

<u>Clause</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Objects of Parties
4	Area, Incidence and Parties Bound
5	Date and Period of Operation
6	Relationship to Parent Award
7	Wages
8	Quality Assurance
9	Contract Labour
10	Single Bargaining Unit
11	Avoidance of Industrial Disputes
12	Declaration

3. OBJECTS OF PARTIES

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for working arrangements which improve the productivity of the Albury plant, enhance job satisfaction and assist positively towards ensuring that Boral Bricks (NSW) Pty Limited, Albury Plant, becomes a more efficient enterprise.

The parties agree that the objectives of this agreement are to facilitate

- (a) workplace productivity;
- (b) the development and maintenance of the most productive and harmonious working relationship obtainable;
- (c) teamwork and the avoidance of demarcation.

4. AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon Boral Bricks (Albury) Pty Limited and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, in respect of all production and maintenance employees employed at the Albury plant.

5. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period commencing on or after the date of this agreement's registration under the provisions of the

Industrial Relations Act 1991 and shall remain in force for a period of one year.

6. RELATIONSHIP TO PARENT AWARD

The terms of the Brickmakers and Assistants (State) Award and agreements ratified for 38 hour week and second tier negotiation, shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of inconsistency the terms of this agreement shall prevail.

7. WAGES

The weekly rate of pay for ordinary hours worked shall be as set out in Schedule "A". The respective classification structures are set out in Schedule "B".

Wage increases will be applied at the rate of 2% from the date of registration by the Registrar and a further 2% six months later.

Other than where the Full Bench of the Industrial Relations Commission of New South Wales grants as across-the-board increase to all employees in a State Wage Case, the employees shall not be entitled and the Unions and Employees agree not to seek any further claims for increased wages or conditions during the lifetime of the agreement.

8. QUALITY ASSURANCE

The employees have agreed to the implementation of a Quality Assurance scheme which will provide the best quality product, customer service and productivity achievable by the company.

Under this scheme the employees are required to be involved in the decision-making process with regard to the quality of the product in their particular work area. Employees will also document all information regarding product quality and machine productivity.

To assist with the implementation of this scheme and achieve better flexibility of the workforce the following is agreed by the parties:

- (a) Development and maintenance of the most productive and harmonious working relationship possible.

- (b) Flexibility of jobs and duties within and between the work areas, subject only to limitations imposed by individual skill levels.
- (c) Constantly seek improvements in safety, quality, efficiency, housekeeping and work environment.
- (d) Take all steps necessary to avoid any action which disrupts continuity of operation by resolving employee concerns effectively and speedily through full and open communication and reference to the grievance procedure set out on this document.
- (e) Training, retraining and the development of employees' skills to enable the employees a structured careers path and to meet the changing needs of the company's manufacturing processes.
- (f) establish and maintain open and direct communication with all employees on matters of mutual interest and concern.

9. CONTRACT LABOUR

It is agreed by the parties that the company may use contract labour to assist in the plant to maintain production provided existing employees have the skills and have been offered overtime and declined.

10. SINGLE BARGAINING UNIT

For the purposes of negotiating an enterprise agreement in accordance with the January 1992 State Wage Principles, a Single Bargaining Unit has been established with a negotiating committee consisting of two management representatives and three employee representatives.

11. AVOIDANCE OF DISPUTES PROCEDURES

The purpose of this Avoidance of Disputes Procedure is to allow all parties access to 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. However 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 the delegate will contact the Supervisor and attempt to settle the matter at that level.
- Stage 2 If it is not settled at Stage 1 the employee and the delegate will meet with the Plant Manager.
- Stage 3 If the matter is not settled at Stage 2, it shall be referred to the appropriate union and employer association.
- Stage 4 If Stage 3 is unsuccessful, it is agreed that the matter may then be referred to the New South Wales Industrial Relations Commission for conciliation or arbitration.

Every effort will be made to complete Stages 1, 2 and 3 within 5 working days.

## 12. DECLARATION

The parties declare that this Agreement -

- (a) is not contrary to public interest;
- (b) is not unfair, harsh, or unconscionable;
- (c) was at no stage entered into under duress;
- (d) reflects the interests and desires of the parties.

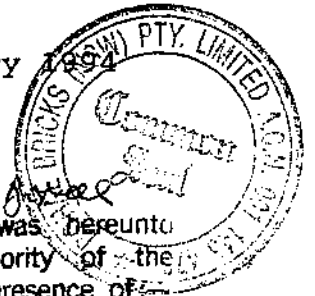
BORAL BRICKS (NSW) PTY LIMITED, ALBURY PLANT,  
ENTERPRISE AGREEMENT 1993

EXECUTED by the parties as an Agreement 10 February 1994

Signed for BORAL BRICKS (NSW)  
PTY LIMITED by its representatives  
in the presence of:

*BORAL BRICKS (NSW)*

The Common Seal of *Boral*  
was hereunto  
affixed by the authority of the  
Directors and in the presence of



*[Signature]*  
\_\_\_\_\_

Witness

*[Signature]*  
\_\_\_\_\_ Director

Representative

*[Signature]* Secretary

*R. F. RUSHTON*  
\_\_\_\_\_

Name (Please Print)

*P. J. MAHONY*  
\_\_\_\_\_

Name (Please Print)

Signed for the FEDERATED BRICK,  
TILE & POTTERY INDUSTRIAL UNION  
OF AUSTRALIA, NEW SOUTH WALES  
BRANCH in the presence of:

*K Bonorchis JP*  
\_\_\_\_\_

Witness

*[Signature]*  
\_\_\_\_\_ Representative



*K. BONORCHIS JP*  
\_\_\_\_\_

Name (Please Print)

*ALEX SAUTSCHUK*  
\_\_\_\_\_

Name (Please Print)

**SCHEDULE "A"**

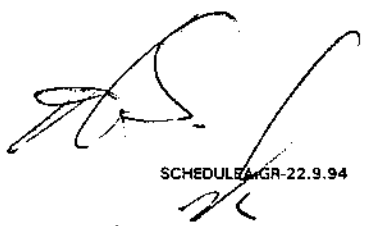
**WAGE RATES**

*(AS ADJUSTED BY THIS AGREEMENT)*



	<u>Per Week</u>
DIVISION A	\$367.60
DIVISION B	\$391.71 TO \$426.25
DIVISION C	\$405.24

Note: These rates include a component for industry allowance in lieu of individual payments for disabilities.



## **SCHEDULE "B"**

### **CLASSIFICATIONS**

DIVISION A Basic skills with minimal machine operation or trainee machine operator.

DIVISION B Employee able to operate a machine in one area of the plant.

DIVISION C Employee able to operate all machines in two areas of the plant.