

ENTERPRISE AGREEMENT

NO: E.A. 373 /1995

DATE REGISTERED: 3-11-95

PRICE: \$ 18-00

1.**TITLE**

This agreement shall be known as the **Monier PGH Holdings Limited - Horsley Park Plant Enterprise Agreement.**

2.**ARRANGEMENT**

Clause	Subject
1.	Title
2.	Arrangement
3.	Parties Bound
4.	Spirit of Agreement
5.	Date and Period of Operation
6.	Relationship to Parent Award
7.	Operational Flexibility
8.	No Demarcation
9.	Public Holidays and Financial Members' Day
10.	Occupational Health and Safety
11.	Safety, Clothing and Equipment
12.	Quality Assurance AS3901/2
13.	Commitment to Improvement and Measurement
14.	Training
15.	Team Responsibilities
16.	Machine Lubrication
17.	Machine Adjustment and Minor Maintenance
18.	Loading of Product
19.	Ten Hour Break Rule
20.	Fork Coverage in Sort Shed
21.	Termination of Employment
22.	Superannuation
23.	Redundancy Provisions
24.	Grievance Procedure
25.	Classification and Wage Rates
26.	Expiry of Agreement
27.	Declaration

3.**PARTIES BOUND**

This agreement is between Monier PGH Holdings Limited and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, in respect of production employees at the Horsley Park plant.

4.**SPIRIT OF AGREEMENT**

This agreement has been reached through a consultative process involving the company and the Federated Brick, Tile and Pottery Industrial Union of Australia:

- i) to co-operate to ensure the profitable, efficient and on-going operations of the Horsley Park site;
- ii) to achieve our mission of providing the highest possible levels of customer service, support for our people and relentless improvement in all aspects of this business;

- iii) to develop and maintain a workplace that encourages and facilitates team-work, personal and professional development and personal responsibility by involvement in all aspects of this business;
- iv) to provide employees with competitive wages and benefits;
- v) that the company recognises the stake all employees have in the performance of the business and will ensure that there is frequent and open communication of the business results. The employees agree to maintain the confidentiality of all business information.
- vi) All employees understand the need to ensure maximum flexibility in all tasks and operations. The only limitations on this will be the safety and skill levels of the employees.

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the date of registration, under the provisions of the Industrial Relations Act, 1991, and operate from the beginning of the first pay period on or after registration and remain in force for a period of two years.

6. RELATIONSHIP TO PARENT AWARD

The terms and conditions of the Brickmakers and Assistants (State) Award will continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of any inconsistency the terms of this agreement shall prevail.

7. OPERATIONAL FEASIBILITY

It is agreed that in the best interests of both the company and all employees to maintain the greatest possible flexibility with regards to company operations and to strive to ensure smooth and continuous supply of product to the customer, operational flexibility includes but is not limited to -

- i) staggered start and stop times to suit production;
- ii) flexible meal breaks to suit production;
- iii) provide shift cover on Public Holidays and Financial Members' Day;
- iv) flexibility in covering other shift to minimise the use of contractual labour;
- v) to work with production and other trades to minimise downtime, i.e. "All Hands on the Job";
- vi) to work agreed extra hours during shut-down period;
- vii) to work a suitable level of overtime to maintain continuous operations;
- viii) to work a shift structure that would best suit the efficiencies of production. All employees will give a commitment that they will assist in establishing the most suitable shift coverage for production through a process of consultation.



8.

NO DEMARCATION

The basic principle of the agreement is to ensure a flexible and productive enterprise focused on continual improvement. For this reason, and providing for the health and safety of all employees at the Horsley Park Plant, the employees shall in no way observe, impose or enforce any demarcation between themselves and any other personnel on site.

For this agreement to operate as it is intended, every employee shall be willing to perform any task for which they have the skills and appropriate training.

9.

PUBLIC HOLIDAYS AND FINANCIAL MEMBERS' DAY

A commitment is given that if required the plant will work a minimum 7.6 hours shift on Public Holidays and Financial Members' Day. The crews are to be filled in the following order:

1. Volunteers provided they are suitably trained.
2. Suitably trained personnel drawn from the next shift due to work overtime.

The company will endeavour to give 4 weeks notice of the need to work a public holiday. The Christmas and New Year holidays are included in this commitment.

10.

OCCUPATIONAL HEALTH AND SAFETY

It is recognised that Occupational Health and Safety is paramount to good business practice at Horsley Park and that management and all employees work to achieve all corporate and statutory standards of health and safety.

11.

SAFETY CLOTHING AND EQUIPMENT

The company shall provide all appropriate protective clothing and safety equipment. It is the responsibility of every individual to ensure that they are correctly attired with safety equipment as required by the situation. Clothing will be provided twice a year.

The company cannot offer any protection to employees against Workcover or any other statutory body if they are discovered to be negligent in the use of or not using safety protection.

12.

QUALITY ASSURANCE AS 3901/2

The company is currently implementing quality assurance throughout the sites so as to remain customer focused. A commitment is given by all employees to be part of this programme. This will involve, but is not limited to, some operations -

- ◆ filling out of paperwork;
- ◆ helping to develop written procedures;
- ◆ being a part of team improvement.

13.

COMMITMENT TO IMPROVEMENT AND MEASUREMENT

The company is committed to customer focus and improvement of the business and product quality through and measurement. Likewise a commitment is given by employees to embrace these concepts and be active in assisting measurement of all parts of our process and to quality.

14.

TRAINING

The company is committed to providing employees with every opportunity to further their skills and develop their careers. The company will encourage and support employees to further their training and education and will provide specific training programmes to assist. These programmes will be concentrated on customer service, plant reliability, quality management, technical and product application knowledge.

1. *External Training*

Training that is relevant to the business will be supported by the company. All text books and course fees shall be paid for by the company as detailed in the Monier PGH Personnel Policies and Procedures Manual - Study Assistance (refer attachment). Agreed seminars, short courses and personal development courses will be paid for by the company.

New employees coming into Horsley Park will experience a suitable induction and orientation period designed by the present employees and their support team. All company-paid external training is at the discretion of the site manager.

2. *Internal Training*

There is a commitment by both the company and its employees to multi-skilling and training of employees. Opportunities for up-skilling will be provided where practicable and at the discretion of the needs of the business, to enable employees to develop more skills necessary for process through higher classifications.

Skills will be competency-based, consistent with the business needs and enhance the development for the productive and harmonious working relationship whilst striving for maximum job satisfaction and security.

For internal skills, a competency-based test will be developed by the Consultative Committee and will be carried out annually by a suitably skilled employee and a support staff member.

During the life of this agreement the present multi-skilling payment and structure will remain in place. However, a commitment is made to examine the current system and introduce changes that will improve the multi-skilled system. Changes to the multi-skilling system will not increase the overall payroll level. Any changes to the current system will be facilitated by the consultative committee.

3. *Skills Based Training*

All operators who undertake skills based training (e.g. Email courses) will be expected to use these skills to complement their operational duties. This may include assisting tradesmen and/or carrying out maintenance/breakdown duties commensurate with the skills achieved.

15.

TEAM RESPONSIBILITY

Everybody in the company understands that the operation of teams is fundamental to the success of this business. The prime responsibility of each team is to deliver quality products and services without defects. A defect is defined as any waste, non ISO quality product, packaging errors, delivery errors, information errors, etc.

Each team will understand who their internal and external customers are and what is important to them. Furthermore, each team will display their current Key Performance Indicators reflecting the services they give their customers.

16. MACHINE LUBRICATION

It is the intention of the company to phase out the day to day duties of the lubrication attendant within six months, to be in line with other company sites. Each machine operator will be responsible for acquiring certain basic lubrication duties for their work area. More extensive lubrication work will remain as a part-time duty for the attendant and be split amongst other maintenance and production employees.

It is agreed that the current lubrication attendant is not made redundant as a result of the lubrication attendant's position becoming redundant.

17. MACHINE ADJUSTMENT AND MINOR MAINTENANCE

In line with the flexibility clause outlined in Clauses 4 and 8, it is the intention of the company to formalise the adjustment and minor machine maintenance activities so they are incorporated into the machine operation. Certain plant areas will also be identified as requiring additional skills (e.g. Email Basic Mechanical skills) training, and the operators will be committed to obtaining these skills so as to carry out the work required.

18. LOADING OF PRODUCT

It is agreed that self-loading of trucks can take place by truck drivers approved to do so by the company and yard team. Security and safety is to be assured at all times. It is agreed that this procedure will be used to improve yard flexibility and turn around time and will not replace normal crew levels required for the job.

19. 10 HOURS BREAK RULE

It is the company's intention to run the shift crewing at minimum numbers so as to remain competitive. Due to the nature of the Horsley Park operations there is a need to have the flexibility of calling on employees to work overtime at short notice.

There is a commitment that an individual, if he so wishes, can override the 10 hour break rule and adopt an 8 hour break rule to work additional overtime and provide the immediate plant flexibility. If however, the person wishes to remain with the 10 hour rule he **will not be disadvantaged** in the offering of overtime.

20. FORK COVERAGE IN SORT SHED

The sorters agree to work up to 8 sorters in one sorting shed with a single fork coverage if required in an overtime shift. They agree that in these situations the sorters and the tallyman will assist in fork movements to maintain operations and at no time will 'pressure' the fork driver to work fast and in an unsafe manner.

21.

TERMINATION OF EMPLOYMENT

A permanent employee may only be terminated on the following grounds -

a) *Instant Dismissal*

For serious and wilful misconduct, breach of serious safety regulations or other conduct or actions that are so serious as to reflect a rejection of employment contract.

b) *Termination without Notice*

In all other cases the process of performance review through to termination will be -

- ◆ counselling session;
- ◆ written warning;
- ◆ final written warning;

- ◆ termination, upon a further breach of performance.

22.

SUPERANNUATION

Each employee at Horsley Park is eligible to join the Monier PGH Superannuation Fund upon commencement of employment. This fund provides for optional associate contribution in addition to company contribution.

23.

REDUNDANCY PROVISIONS

Redundancy provisions will be in accordance with the Monier PGH Policies and Procedures Manual and paid at the rate of 2.5 weeks pay for each year of service.

24.

GRIEVANCE PROCEDURE

The procedure for the resolution of a dispute will be in accordance with section 185 of the Industrial Relations Act, 1991. These procedural steps are -

1. *Procedure in relation to a grievance of an individual employee*
 - a) The employee is required to notify (in writing or otherwise) PGH as to the substance of the grievance and request a meeting with PGH for bilateral discussions and state the remedy sought.
 - b) A grievance 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.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of the discussion, PGH must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

- e) While a procedure is being followed, normal work must continue.
- f) The employee may be represented by an industrial organisation of employees.

2. *Procedure for a dispute between PGH and employees*

- a) A question, dispute or difficulty must initially be solved as close to its source as possible with graduated step for further discussion and resolution at levels of authority.
- b) Reasonable time limits must be allowed for discussion at each level of authority.
- c) While this procedure is being followed normal work must continue.
- d) PGH may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation for the purpose of such procedure.

25.

CLASSIFICATIONS AND WAGE RATES

The working wage rates for ordinary hours work shall be increased by 5% payable from the date of registration and a further 5% from 1 March 1996. These wage rates and classifications are as set out in Appendix "A" attached.

26.

EXPIRY OF AGREEMENT

It is agreed that three months prior to the expiry of this agreement, due 1 March 1997, the parties shall commence negotiations with the objective towards entering into another agreement.

27.

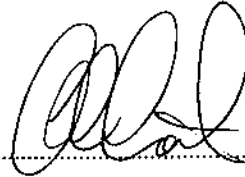
DECLARATION

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; and
- d) reflects the interests and desires of the parties.

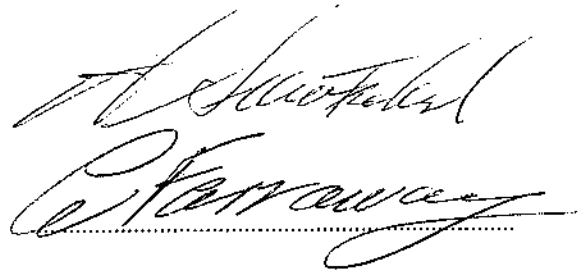
Executed by the parties as an agreement.

Signed for and on behalf of
MONIER PGH HOLDINGS LIMITED



ANDREW CORISH
WORKS MANAGER

Signed for and on behalf of the FEDERATED
BRICK, TILE AND POTTERY INDUSTRIAL
UNION OF AUSTRALIA, NEW SOUTH WALES
BRANCH



C FARRAWAY

DATED:

27/6/95



CLASSIFICATION AND WAGE RATES

CLASSIFICATION

DIVISION A	Basic skills with minimal machine operation or trainee 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.
DIVISION D	Employee able to operate in all areas of the plant, or able to operate machines in two areas of the plant and has obtained extra skills of benefit to the employer.
DIVISION E	Employee who has formal qualifications as required by the employer from a recognised provider and who is employed as a tradesperson in one or more areas of the plant.

<i>WAGE RATES</i>	<i>RATE FROM DATE OF REGISTRATION</i>	<i>RATE FROM 1 MARCH 1996</i>
	\$	\$
DIVISION A	416.33	437.15
DIVISION B	432.60	454.23
DIVISION C	454.23	476.94
DIVISION D	470.45	493.97
DIVISION E	508.31	533.73