

ENTERPRISE AGREEMENT

NO: E.A. 432 /1995

DATE REGISTERED: 22-12-95

PRICE: \$ 10-00

E.B.A.

**BORAL RESOURCES NSW
PTY. LTD.**

**MATERIALS TESTING &
ENVIRONMENTAL SERVICES**

LABORATORY

1. PARTIES TO THE AGREEMENT

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Section 115-142 of the said Act, entered into between Boral Resources (NSW) Pty Ltd of Greystanes Road, South Wentworthville NSW of the one part and the wages employees of Boral Resources (NSW) Pty Ltd., Materials Testing and Environmental Services at Greystanes (herein after referred to as Boral Laboratory - Greystanes), with the following occupations/trades: technical assistants, technicians and technical officers, of the other part.

It is agreed by the parties as follows:

2. TITLE OF AGREEMENT

This agreement shall be known as the Boral Laboratory Greystanes Enterprise Agreement.

3. APPLICATION

This agreement shall apply to all wages employees at Boral Laboratory Greystanes, in the appropriate occupations/trades contained in the Parent Award.

4. DURESS

This agreement was not entered into under duress by any party to it.

5. DATE AND PERIOD OF OPERATION

This agreement shall operate from the date of registration and shall remain in force for a period of 12 months.

6. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly in conjunction with the Draughtsmen, Planners and Technical Officers (State) Award, provided that where there is any inconsistency between this Agreement and the Award, this agreement shall take precedence to the extent of the inconsistency.

Shan M.P. CF P W.K. S.B. VNC, *EA*

[Signature]

7. JOINT COMMITMENT

It is the joint commitment of the parties to work together to make operations at the Boral Laboratory highly competitive excelling in occupational health and safety awareness, productivity, quality and environmental responsibility through flexibility, communication and commitment to continuous improvement.

The joint intention is to create an environment which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.

Work will be organised to maximise the flexibility of the workforce and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks which they have been trained.

The parties agree that there will be full support for and involvement in the company's Continuous Improvement Process (CIP). All employees will commit to using their continuous improvement skills to better identify, monitor and improve performance on the job.

8. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY


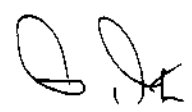
The measures set out below, are designed to achieve real and demonstrable gains in productivity, efficiency and flexibility which will be or have been implemented.

- 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.

- Quality Assurance

The market requirement and consequent company direction in implementing a Quality System meeting the standard of AS3902 is jointly agreed. All employees will work towards maintaining the current certification to the Australian Standard.

M D P E D L. K. S. B. VHC, Ph  

• Skills Development

It is recognised that in order to increase the efficiency, productivity and competitiveness of the industry a greater commitment to training and skill development is required. The commitment is to:

- ▶ develop a more highly skilled and flexible workforce;
- ▶ providing employees with career opportunities through appropriate paid training to acquire additional skills;
- ▶ removing barriers to the utilisation of skills required;
- ▶ implementing a skill development program for each employee.;

• Flexibility of Hours

The parties agree to work a regular 40 hour week based on the first 38 hours being the base salary at ordinary rates, and the next 2 hours being paid at ordinary rates. Work performed outside the ordinary rate hours or after the first 40 hours will be at overtime rates. It is also agreed that Rostered Days Off (RDO's) will not accrue or accumulate.

9. **WAGE INCREASES**

A 3% wage increase is to be paid on the base wage contained in the Parent Award for a 38 hour week. In addition a further \$20 per week will be paid in return for forfeiting the right to accumulate RDO's.


Current employees covered by this Agreement will maintain their existing rates of pay. The 3% increase will apply to these rates as detailed in a confidential document lodged with the Registrar.

The parties undertake that during the period of operation of this Agreement there shall be no further wage increases sought, or granted, except where consistent with future National Wage Case decisions.

10. **PERFORMANCE MEASUREMENT**

During the first 6 months of the Agreement, the parties undertake to develop key performance indicators (KPI's) which will allow for improvement in the Business to be quantified and measured on a continuous basis. The key performance indicators shall be at 3 levels:

1. group KPI's for the whole Boral laboratory
2. sectional performance measures, and
3. individual performance measures.

Law. M.P. C.F. R.W.K. S.B. VNC, 



11. REVIEW AND SHARING OF GAINS

There shall be a formal review at the end of the agreement (provided KPI's have been in place for at least 6 months) to determine the benefits gained through this agreement. This information will be used by the parties to negotiate a new Agreement and to determine a sharing of the productivity benefits achieved to date.

12. CONFLICT RESOLUTION PROCEDURE

- (a) We intend to resolve all matters in conflict by direct negotiation.
- (b) If the matter cannot be resolved within the work team, it should be referred by the team leader to the next level of Manager and if necessary to the General Manager.
- (c) Timely responses by management should be given stating the progress of any unsettled matter.
- (d) If the matter still remains unresolved, the procedures laid down by the Industrial Relations Act, 1991 shall apply.
- (e) At all times work will continue and consideration of the needs of the business (particularly the customers) will remain the priority.

Sham M.P. C.F. - R.W.K. S.B. VNC, PM 