

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/7

TITLE: Boral Bricks Albury Manufacturing Site Enterprise Agreement 1999

I.R.C. NO: 99/5713

DATE APPROVED/COMMENCEMENT: 17 December 1999

TERM: 27 February 2002

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 27

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed at the Company's plant at Albury, NSW

PARTIES: Boral Bricks (NSW) Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch



BORAL BRICKS ALBURY MANUFACTURING SITE ENTERPRISE AGREEMENT 1999

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1. APPLICATION

This Agreement is binding on The Company, its employees as defined by the definitions of skill levels in Clause 3 and the Federated Brick, Tile & Pottery Industrial Union Of Australia, in respect to employment conditions and rates of pay at the Company's Plant located at Albury NSW.

This agreement will operate in conjunction with the brickmakers and assistants (State) Award. Where this agreement and the award conflict this agreement will prevail over the award to the extent of any inconsistency. Provided that where the award is varied during the life of this agreement to provide for a benefit or condition greater than that provided for by this agreement then the award will prevail.

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

2. PERIOD OF OPERATION

This agreement will operate from the 28th of February 1999. The increase will be back paid after the agreement is made by the Industrial Relations Commission of NSW from 27th February 1999, and will continue in force until 27th February 2002, subject to the provisions of The Industrial Relations Act 1996. Negotiations for a new agreement will commence no later than three months prior to the expiry of this agreement.

3. CLASSIFICATION OF SKILL AND RATES OF PAY

(a) Wage Increases

In accordance with the undertakings set out in Clause 32 and 34 of this agreement, rates of pay and allowances will be increased by 3% on the 27.2.99, 3% on the 27.2.00 and 3% on the 27.2.01.

The rates of pay in this Agreement incorporate increases for productivity and efficiency improvements resulting from changed working conditions and work practices.

(b) Definition (Refer Table 4)

This clause is to be read in conjunction with Table 4. Employees shall be paid in accordance with the skill classification points scale as set out in table 4.

Classification A

This is the entry level for employees who do not have the appropriate skills needed for classification at higher levels. Employees at this level perform routine duties and simple mechanical or manual tasks of satisfactory quality and work under close supervision, or a trainee employee. _

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

Classification B

Able to perform tasks at classification A if and when required with a minimum of 3 months' employment. Covers tasks requiring the setting up, operating and routine maintenance of fixed and mobile machinery, including quality control and keeping of records. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision.

Without limiting the definition, examples of tasks at this level include, but are not limited to, those currently performed by **General operator**

Classification C

Able to perform tasks at classifications A and B if and when required. Covers tasks requiring the setting up, operating, routine maintenance and quality control of machines in most areas of the plant, or perform tasks that currently require extra skills. 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 **Operator**



Classification D

Able to perform tasks at classifications A ,B and C if and when required, or employees classified at level C who have limited supervision responsibilities. Covers tasks requiring the setting up, operating, routine maintenance and quality control of all machines in all areas of the Plant or able to perform one of the following extra skills, Kiln Attendant , Roll Mill / Wet Pan maintenance, Die /Core 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 Senior operator

Classification E

Able to perform tasks at classification A, B, C and D if and when required. Covers tasks requiring the setting up, operating, routine maintenance and quality control of all fixed and mobile machinery in all areas of the plant or be able to perform one of the of the following extra skills, Mechanical trade , Supervisory duties.

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

Classification F

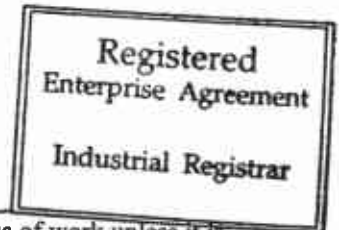
Able to perform tasks at Levels A, B, C and D if and when required and undertake higher supervision responsibilities than those at classification D. Covers tasks requiring the setting up, operating, routine maintenance and quality control of all fixed and all mobile machinery in all areas of the plant, or be able to perform all tasks required of a Senior supervisor, Technician, Mechanical trades person with extra skills. Works under minimum supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by Senior Machine operator/ Senior Supervisory Role.

(c) Junior Labour

Juniors shall not be employed at less than 16 years of age. Wage rates payable to junior employees at 16 years of age and over shall be proportionate to the weekly rate paid under Division A in Subclause (i) of this Clause, as follows :

	Percentage of Division A Rate
At 16 years	70
At 17 years	80



NOTE: The Company shall have the right to employ junior labour in any class of work unless it is unreasonable, on the grounds that the said work is injurious to the junior or upon some other good ground. Should a junior be required to undertake a task involving a specific amount of work usually performed by an adult in the industry, the junior shall be paid the appropriate adult rate of pay whilst so engaged.

- (d) In addition to the above rates the Company will pay (as occupational superannuation), an amount equal to 7% of each employee's wage rate, into the appropriate section of the Employee Retirement Fund (ERF), or into any fund subsequently substituted for ERF. This rate will be adjusted as determined by the relevant Government legislation applicable at the time .

4. HOURS OF DUTY - DAY WORKERS

- (a) The ordinary working hours of day workers, other than burners, and shift workers shall be 38 per week and shall not exceed 8 ordinary hours per day unless by mutual agreement, Monday to Friday inclusive, and worked (in accordance with the agreements reached between individual employers and their employees during 38 hour week negotiations) between the hours of 7.00 a.m. and 4.30 p.m.

Each employer shall be entitled to fix the starting time in his own yard within the said daily limitations and to alter it, from time to time, either with the consent of his employees, or by posting up in a

convenient place in the yard one week's notice of the alteration. A starting time earlier than 7.00 a.m. or a finishing time later than 4.30 p.m. may be fixed for an individual employee with that employee's consent or for a group of employees with the consent of the employees concerned where a number are involved.

- (b) If agreed by an employer and his employees a daily spread of ordinary hours Monday to Sunday, may be worked, however employees will not be required to work in excess of 12 ordinary hours per day.
- (c) Employees shall not be required to work continuously for more than five hours without an interval of not less than 30 minutes nor more than 45 minutes for a meal. For the purpose of this clause the morning rest period shall be deemed time worked.

In the event of an employee or group of employees being required to work during their usual meal interval due to an emergency or to maintain production they shall be allowed to take their meal interval when the other employees have resumed work and relief is available.

- (d) Pit workers shall be allowed a reasonable time to enable them to be on the bank of the pit at finishing time and such time shall be counted as time worked.

5. HOURS OF DUTY - SHIFT WORKERS (Refer appendix A Kiln Operators)

- (a) The ordinary working hours of shift workers shall be 38 per pay period and each shift shall not exceed 8 ordinary hours per shift inclusive of a paid meal break.

If agreed by an employer and his employees a greater spread of ordinary hours may be worked, however, employees will not be required to work in excess of 12 ordinary hours per shift.

- (b) Shift workers shall be regulated by a roster providing for weekly rotation and equity. An employee's place on a roster shall not be changed except by 48 hours notice of such change or payment of penalty rates.
- (c) No employee who is employed during ordinary working hours as defined in Subclause (1) of this Clause, shall be employed on the second or night shift except at overtime rates or vice versa.
- (d) Except where an employer and his employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, an employee who is employed on shift work for less than five shifts in any working week shall be paid overtime rates for the time worked as a shift worker in accordance with of Clause 10 Overtime and Public Holiday Payment, of this award: provided that, where the employee has been employed on continuous shift work for more than one working week and the shift work terminates during a subsequent week, the employer shall be required only to pay such employee the appropriate rate for the shift work actually worked. In any event, where less than a full week's shift work is worked owing to the action of the employee, ordinary shift rates only shall be paid for the actual time worked. Nothing in this clause shall apply to regular burners or tunnel kiln operators to whom appendix A Kiln Operators shall apply.
- (e) The starting and finishing times for employees shall be set by the employer to best service the effective operation of the plant.
- (f) This Subclause shall not apply in respect to the work of hand setting inside kilns or hand drawing and/or classing inside kilns except where the work of hand setting or hand drawing and/or classing is necessary in the case of emergency or breakdown of equipment or plant.
- (g) **Definition of Shift**

Continuous Shift - means work carried on with consecutive shifts throughout 24 hours each day for at least six consecutive shifts.

Seven Day Shift - shift work, other than continuous shift work, rotating across all seven days of the week.

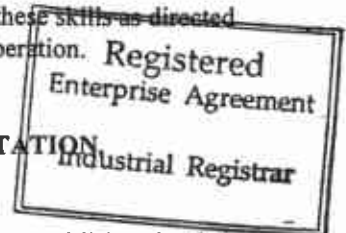


6. TRAINING

- (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) Training will be provided for progression to higher levels of skill to meet the manning requirements of the Company.
- (c) The Company will provide training to as many employees as possible who are interested in progressing to higher levels (to meet its requirements), whilst ensuring that production requirements are maintained.
- (d) Once an employee has been trained to a higher classification, and is using those skills, then the employee will fill that vacancy and be paid at the higher classification. This in no way detracts from the employee's ability to undertake tasks at a lower level of skill when required. 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.
- (e) Internal Training: The existing program of training internally will continue, e.g. machine operation, forklift and front end loader, crane training, fire fighting training, quality control, etc. as a means of providing the necessary personnel to operate the factory.
- (f) External Training: The existing program of training externally will continue, e.g. Continuous Improvement, Health and Safety, Brickmaking Skills, First Aid, Supervisory courses etc., as a means of providing the necessary personnel to operate the factory. Travel allowance applicable to the kilometres travelled in excess of normal daily travel will be paid while attending outside training at the rate of 53cents per kilometre in accordance with item 6 of table 2.
- (g) The Agreement is based, where skills allow, on removing all relevant demarcation from the plant. examples are as presented below, but not necessarily limited to:
 - (i) Production workers with "accredited" trade skills may be utilised as required by the Company and be paid the appropriate classification rate.
 - (ii) Company will seek to have shift maintenance personnel trained on site to operate key machines (extruder, setter, unloader):
 - (1) In emergencies - to cover for non-attendance of normal operator.
 - (2) Test running of machinery - maintenance workers to dry run machinery as required after maintenance, to ensure that the machinery will be ready for the next production shift.
 - (3) In conjunction with production workers, to fault find as required.
 - (iii) Key personnel to be trained in electrical disconnect and re-connect.
 - (iv) Production workers to carry out the existing routine maintenance on machinery.
 - (v) Key production personnel will complete the necessary training modules in basic Mechanical, Maintenance and Diagnostic skills and, once accredited, will use each of these skills as directed to an agreed list of tasks to be determined according to the needs of the operation.

7. QUALITY ASSURANCE, KEY PERFORMANCE INDICATORS, CONSULTATION (Refer Table 3)

- (a) Employee participation is considered necessary in Quality Management meetings as established for the purpose of providing participation in improved productivity and efficiency for the plant. It is an opportunity for employees to influence their work conditions and, through training, identify problems and suggest solutions to overcome these problems.
- (b) A positive contribution towards Quality Assurance is vital to ensure that the plant is certified to the correct level to maintain ongoing quality control and monitoring systems. Payment will be made at the employee's skill classification rate for attendance at these meetings.
- (c) 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 KPI's and productivity.



8. TERMS OF ENGAGEMENT AND TERMINATION

- (a) To allow a new employee to undertake basic training and to give the Company the opportunity to assess the employee's capabilities, the first three months service will be probationary. After the first two weeks of the probationary period employment shall be by the week and be terminated by a week's notice on either side or by payment or forfeiture of one week's wages in lieu of notice.
- (b) Employment for the first two weeks of service shall be from day to day at a proportion of the weekly rate fixed. However, any employee who once has served in the industry for a continuous period of three or more months with the Company, if re-employed within twelve months by the Company shall be engaged and paid by the week. Further, an employee dismissed through slackness of work shall, as far as practicable, be given first preference when employees are being re-engaged.
- (c) The Company shall not be required to pay for any time an employee cannot be employed usefully because of any strike or through any breakdown in machinery or stoppage of work or through any cause for which the Company reasonably cannot be held responsible. Before standing down an employee in accordance with this sub-clause, the Company shall notify the secretary of the Union or the deputy, of the intention to do so and at the same time state the reasons for standing down the employee or employees, as the case may be.
- (d) Employees shall report each working day at the works at the usual starting time unless notified to the contrary. It is decided that no work shall be done during the day, the employees who report at starting time and who are stood down in accordance with sub-clause (c) shall be paid two hours' pay. The decision as to whether work shall be done shall be made by the Company within one hour of the usual starting time except in cases of wet weather when the decision shall be made in pursuance of sub-clause (e). If an employee shall be paid for the extra waiting time at ordinary rates in addition to two hours' pay.
- (e) It shall be the responsibility of the employees concerned to notify the Company immediately of any loss of time to which this Clause applies.
- (f) The Company may dismiss any employee without notice for serious misconduct, and in such cases wages shall be paid up to the time of dismissal only.
- (g) **Part-time Employment**
- (i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours being less than 38 per week. An employee so engaged shall be paid per hour one thirty eighth of the weekly rate prescribed by this Agreement for the work performed. The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed by Clause 4, but shall not in any case be less than 19 hours per week.
- (ii) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, annual holidays loading, public holidays, sick leave and bereavement leave arising under this Agreement on a proportionate basis calculated as follows:
- (1) **Annual Leave:**
Subject to the provisions of Clause 12 (Annual Leave), of this Agreement: Where the employee has completed twelve months' service the employee shall be entitled to four weeks annual leave at the number of fixed hours normally worked each week. Where the employee is entitled to pro rata leave on termination of services or on close-down, the employee shall receive, for each completed week of service since last becoming entitled to a period of annual leave, or since the commencement of service if the period be their first year of service, an entitlement calculated in accordance with the following formula:
- $$\frac{\text{No. of fixed hours each week}}{12}$$
- (2) **Annual Holidays Loading:**
Subject to the provisions of Clause 13 (Annual Holidays Loading) of this Agreement, where the employee becomes entitled to an annual holidays loading, it shall be calculated at the rate of 17.5% of the appropriate weekly time rate of pay prescribed by this Agreement for the number of fixed hours each week normally worked by the employee.

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- (3) **Public Holidays:**
Where the normal paid hours fall on a public holiday and work is not performed by the employee, the employee shall not lose pay for the day save for the provisions of sub-clause (a) and (b) of Clause 14 (Public Holidays).
- (4) **Sick Leave:**
The employee shall be entitled to sick leave in accordance with Clause 11 (Sick Leave)
- (5) **Bereavement Leave:**
The employee shall be entitled to bereavement leave in accordance with Clause 23 (Bereavement Leave) of this Agreement except that for each separate period the employee shall not be entitled to leave in excess of twice the fixed number of hours worked by the employee each day.
- (6) **Overtime:**
A part-time employee who works in excess of the hours fixed under the employee's weekly contract of employment shall be paid overtime in accordance with Clause 10 (Overtime) and Public Holiday payments of this Agreement.

(h) **Abandonment of Employment**

- (i) 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 the employment. -
- (ii) If within the period of fourteen days from last attendance at work or the day of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that the employee was absent for reasonable cause, such employee shall be deemed to have abandoned the employment.
- (iii) Termination of employment by abandonment in accordance with this sub-clause shall operate as the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

9. LABOUR HIRE.

It is agreed by the parties that the company may use casual labour hire from time to time to assist with varying production requirements to maintain budgeted outputs provided existing employees have the skills and have been offered overtime. Casual labour hire will be paid at the going rate plus a loading of 20% in lieu of entitlements to annual leave, sick leave, bereavement leave & public holiday payments.

10. OVERTIME AND PUBLIC HOLIDAY PAYMENTS

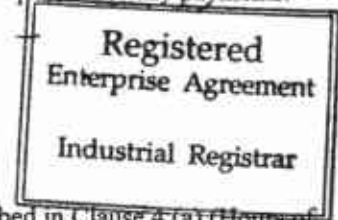
(a) **Employees other than Seven Day Shift Workers**

- (i) All time worked outside the limitations of ordinary time as prescribed in Clause 4 (a) (Hours of Work), or in excess of the daily or weekly hours of labour specified therein or before the usual commencing time or after the usual finishing time shall be paid at the rate of time and one half for the first two hours and double time thereafter. (Refer Part B Monetary Rates.)
- (ii) All time worked on a Sunday shall be paid for at the rate of double time.
- (iii) All time worked on any of the holidays as specified in Clause 14 (Public Holidays) of this Agreement, shall be paid at the rate of double time and a half.

(b) **Continuous and Seven Day Shift Workers**

The following rates shall be payable to a continuous or seven day shift worker working on any day which normally would be the worker's rostered day off or in excess of an ordinary rostered shift:

- (i) Monday to Friday - time and one half for the first two hours and double time thereafter.
- (ii) Saturday or Sunday - double time.
- (iii) Any of the holidays specified in Clause 14 (Public Holidays) - double time and one half.



- (c) An employee who is required to work overtime in excess of two hours after the employee's usual ceasing time on any day shall, if not notified on or before the previous day of the requirement to work, be paid the amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates for a meal and the amount as set out in the said Item 1 for each subsequent meal unless suitable meals are provided by the company. The allowance for maintenance employees is the amount as set out in Item 1.

(Note: If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid as above prescribed for meals which the employee has provided but which are surplus.)

Such employee shall be allowed a crib time of twenty minutes which shall be counted as time worked.

Should the overtime extend beyond five hours, each employee shall be allowed, at the end of five hours, a further crib time of twenty minutes to be counted as time worked, and a further crib time of twenty minutes to be counted as time work at the end of each additional four hour period.

- (d) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (e) An employee who works so much overtime between the termination of ordinary work on one day and the time for commencement of ordinary work on the next day that the employee would not have had at least ten consecutive hours off duty shall, subject to this sub-clause, be released after completion of such overtime without loss of pay for ordinary working time occurring during such absence until the employee has had ten consecutive hours off duty.
- (f) If, on the instructions of the Company, such an employee continues or resumes work without having had such ten consecutive hours off duty, the employee shall be paid at double time until released from duty and then shall be entitled to be absent, without loss of pay for ordinary working time occurring during such absence, until the employee has had ten consecutive hours off duty.
- (g) The provisions of this clause shall apply as if eight hours were substituted for ten hours when overtime is worked:
- (i) for the purpose of changing shift rosters; or
 - (ii) where a relieving shift worker does not report for duty and has not given the Company reasonable notice of intended absence; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (h) An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for any employee to return to the Company's premises to perform a specific job outside ordinary working hours, or where overtime is continuous, subject to a reasonable meal break with the completion or commencement of ordinary time.
- (i) Tunnel Kiln Operators may work overtime in any area of the plant provided the employees who normally work in the area concerned have been offered work.
- (j) Where any employee works overtime on a Saturday, Sunday or Public Holiday that employee shall be paid for a minimum of four hours' work.

11. SICK LEAVE

- (i) Any employee who is absent from work by reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or default or from any injury arising out of or in the course of employment) shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

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- (a) (1) He shall not be entitled in the first sick leave year with an employer to leave in excess of one week of ordinary working time.
- (2) He shall not be entitled during the second and subsequent sick leave years with an employer to leave in excess of eight days of ordinary working time each year.
- (3) The provisions of this Subclause shall apply to the sick leave year (as defined) commencing 1 January 1974 and continue thereafter. Continuous service with an employer prior to this date shall be taken into consideration in assessing an employee's entitlements under this Clause.
- (b) He shall within twenty-four hours of the commencement of such absence inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (c) He shall furnish to his employer such reasonable evidence as the employer may desire, that he was unable by reason of such illness or injury to attend for duty on the day or days for which such leave is claimed: Provided that for the first three single days of leave in each sick leave year he shall not be required to produce a medical certificate, but shall, if required, furnish a statutory declaration as to the nature of his illness or injury.
- (d) He shall not be entitled to payment in respect of any time lost on an ordinary working day on which, had he attended for duty, he would not have been required to work.
- (e) No employee shall be entitled to sick leave for rostered time off due to the 38 hour week.
- (ii) - The rights under this Clause shall accumulate from year to year so long as his employment continues with the employer so that any part of his sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this Clause, in a subsequent year of such continued employment.
- (iii) For the purpose of this Clause continuous service shall be deemed not to have been broken by :
 - (a) any absence from work on leave granted by the employer; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee): Provided that any time so lost shall not be taken into account in computing the qualifying period of three months specified in Subclause (vi) of this Clause.
- (iv) For the purpose of this Clause the term "sick leave year" shall read, in the case of an employee whose service with the employer commenced on or before 27 July 1983, the period from 1 January to 31 December next following. In the case of an employee who commenced service with the employer after 27 July 1983, the "sick leave year" shall commence on the anniversary of that date.
- (v) For the purpose of this Clause "industry" means any industry or calling within the constitutions of the Brickmakers, &c. (State) and the Roofing Tile Makers (State) Conciliation Committee.
- (vi) The payment for any absence on sick leave in accordance with this Clause during the first three months of continuous service in the industry may be withheld by the employer until the employee completed such three months, at which time the payment shall be made.

12. ANNUAL LEAVE

- (a) Annual leave shall be allowed to all employees as provided by the Annual Holidays Act 1944, as amended, except as provided for in sub-clause (b) and appendix A kiln operators.
- (b) In addition to the benefits provided for by Section 3 of the Annual Holidays Act 1944, as amended, an employee who during the year of employment with the Company with respect to which the employee becomes entitled to the said annual holiday, gives service to the Company as a continuous or seven day shift worker under this Agreement, shall be entitled to the additional leave as below specified:



- (i) If during the year of employment the employee has served the Company continuously as such continuous or seven day shift worker, the additional leave with respect to that year shall be one week.
- (ii) If during the year of employment the employee has served for only portion of it as a continuous or seven day shift worker, the additional leave shall be one day for every thirty six ordinary shifts worked as such a shift worker and pro rata if less than five ordinary time shifts worked per week.
- (c) Where it is agreed between the Company and an employee, the additional leave accrued for working as a continuous or seven day shift worker, may be paid as wages in lieu of it being taken as annual leave.
- (d) Where the employment of a worker has been terminated and the worker thereby becomes entitled under Section 4 of the Annual Holidays Act, 1944, as amended, to payment in lieu of an annual holiday with respect to a period of employment, the worker shall also be entitled to an additional payment of three and one sixth hours of such ordinary time rate of wages with respect to each twenty one shifts of service as such continuous or seven day shift worker which the worker has rendered during such period of employment.
- (e) Notwithstanding anything elsewhere contained in this clause, regular burners or kiln operators on continuous or seven day shift work who have been transferred to other classes of employment during the qualifying period owing to no kiln being available for burning shall be entitled to the addition leave of one week.
- (f) **Annual Leave Rates for Shift Workers:**
A shift worker proceeding on annual leave shall be paid for the period of such leave that worker's ordinary rate of pay plus shift allowances and week-end penalties relating to ordinary time the shift worker would have worked if not on annual leave. Provided that the shift allowances and weekend penalties shall not apply to public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of sub-clause (d) of Clause 14 (Public Holidays).

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13. ANNUAL HOLIDAYS LOADING

- (a) Before an employee is given and takes annual holidays, or where, by Agreement between the Company and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Company shall pay the employee a loading determined in accordance with this clause.

(Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance.)
- (b) The loading is payable in addition to the pay for the period of the holiday given and taken and due to the employee.
- (c) The loading is to be calculated in relation to any period of annual holiday to which the employee has become entitled (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or, where such holiday is given and taken in separate periods, then in relation to each such separate period.
- (d) The loading is the amount payable for the period or the separate period, as the case may be, at the rate of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification level in which the employee was employed before commencing annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this Agreement.
- (e) No loading is payable to any employee who takes an annual holiday wholly or partly in advance. Provided that, if the employment of such an employee continues until the day when the employee would have become entitled to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (d) applying the Agreement rates of wages payable on that day.

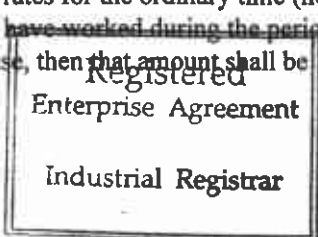
- (f) Where, in accordance with the Annual Holidays Act, the Company's establishment, or part of it, is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- (i) an employee who is entitled to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with sub-clause (d);
 - (ii) an employee who is not entitled to an annual holiday and who is given and takes leave without pay, shall be paid, in addition to the amount payable under the Annual Holidays Act, such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close down as that employee's qualifying period of employment in completed weeks bears to 52.
- (g) When the employment of an employee is terminated by the Company for a cause other than serious misconduct, and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which the employee has become entitled, the employee shall be paid a loading calculated in accordance with sub-clause (d) for the period not taken. Except as provided in this sub-clause, no loading is payable on the termination of an employee's employment.
- (h) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on holiday. Provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

14. PUBLIC HOLIDAYS

- (a) (i) The days on which the under mentioned holidays are observed, viz. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, together with all proclaimed or gazetted public holidays throughout the State.
- (ii) Subject to the provisions of Clause 16 (Penalty Rates) of this Agreement and sub-clauses (c) and (d), all employees covered by this Agreement shall be entitled to the above mentioned holidays and shall receive payment for the said holidays at their ordinary rates of pay. Provided that any such holiday falls on an ordinary working day or shift within the meaning of Clause 4 (Hours of Duty).
- (iii) In addition to the above one extra day in lieu of financial members' day (falling due on or around Albury Cup day in March each year, subject to negotiation.) shall be accrued and taken by Agreement between the Company and employees.
- (b) Payment shall be made for the said holidays subject to the condition that employees shall have presented themselves for work on the working days immediately preceding and succeeding the holidays specified herein and shall have worked during normal working hours as required by the Company. Provided that any absence from duty on either or both of the days preceding or succeeding the holiday owing to illness or injury covered by a certificate of a medical practitioner or by consent of the Company shall not render an employee ineligible for payment for the holiday.

Where a group of holidays as defined in sub-clause (d) occurs and an employee is found to be not eligible for payment for same because of non-compliance with any or all of the conditions set forth in the above paragraph, that employee shall forfeit payment for only one day of such group of holidays.

- (c) Notwithstanding anything elsewhere contained in this clause, employees engaged as other than five day shift workers on rostered shift work and who are rostered off duty on any of the holidays specified herein, shall be entitled, in respect of such holidays, to payment of an additional day's pay for the period in which such holiday occurs, or by mutual Agreement, an additional day's leave may be added to that employee's period of annual leave.
- (d) Notwithstanding anything elsewhere contained in this clause, where, within a period of seven days prior to any holiday or the commencement of any group of holidays, the Company terminates, for reasons other than wilful misconduct, the employment of an employee who has been employed for a period of at



least one month prior to the termination of employment, or where such employee is stood off, the employee shall be paid for that holiday or group of holidays, as the case may be.

Where two or more holidays occur within one working week, such holidays shall, for the purpose of this Agreement, be deemed to be a group of holidays.

15. MEAL BREAKS AND RESTS

- (a) Employees shall not be required to work continuously for more than 5 hours without an interval of not less than 30 minutes nor more than 45 minutes for a meal.
- (b) If an employee is required to work during the usual meal interval due to an emergency or to maintain production, that employee shall be allowed to take the meal interval when the other employees have resumed work and relief is available.
- (c) A rest break of fifteen minutes, counted as time worked, shall be allowed each day without deduction of pay. Where an employee is engaged on ordinary hours for more than 8 in any day, that employee shall be allowed a second rest break on similar terms.

16. PENALTY RATES

(a) Shift Workers (other than Five day Shift Workers)

- (i) Rostered six day, seven day or continuous shift workers working an ordinary shift terminating on a Saturday or Sunday, shall be paid at the rate of time and one half and double time respectively.
- (ii) Rostered six day, seven day or continuous shift workers on ordinary shift terminating on any of the holidays specified in Clause 14 shall be paid at the rate of double time and one half.

(b) Five Day Shift Workers

Shift workers working on a five day shift system, Monday to Friday inclusive, working an ordinary shift of eight hours terminating on any of the holidays specified in Clause 14, shall be paid at the rate of double time and one half.

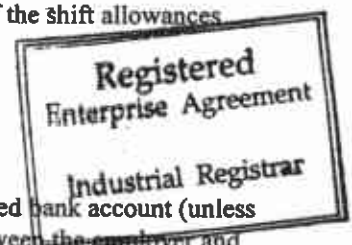
17. SHIFT ALLOWANCE

- (a) Shift workers on a rotating afternoon-night shift system or on a permanent afternoon shift shall be paid in addition to their wages an allowance as set out in Item 2 of Table 2.
- (b) The excess payments over ordinary rates prescribed by Clause 10, Overtime and Public Holiday Payments, and Clause 16, Penalty Rates, of this award, shall be payable in lieu of the shift allowances prescribed by this Clause.

18. PAYMENT OF WAGES

- (i) All wages and earnings shall be paid weekly by EFT into the employees nominated bank account (unless exemption is granted in accordance with Section 92A or an agreement exists between the employer and his employees) during ordinary working hours on each Thursday up to the end of the preceding Monday. Provided that in the case of a worker paid by cash rostered off duty between the hours of 7.00 a.m. and 4.30 p.m. on Thursday wages shall be made available not later than the termination of the last shift worked by him immediately preceding pay day. A day worker or shift worker not so paid presenting themselves for their wages on Thursday or employees whose wages have not been paid into their nominated bank accounts by 4.30 p.m. on Thursday shall be entitled to payment for an additional four hours at their ordinary time rate of pay.

Clarification of employees not having their pay in their account will be verified through the bank before extra payment is made.



- (ii) (a) Should an employee be discharged from his employment or be stood down on any day during the week in accordance with Clause 8, Terms of engagement and termination, of this award, he shall be paid
- a) if discharged, all moneys due to him up to and at the time of dismissal,
 - b) if stood down only, all wages due to him for the current pay period at the time of being stood down.
- (b) In lieu of the payment, as prescribed in paragraph (a) above, an employee not so paid, presenting himself for his wages on pay day at the usual place of payment shall be entitled to an additional four hours' pay at his ordinary time rate of pay.
- (iii) In the event of payday falling on a public holiday, as defined in Clause 8, Public Holidays, of this award, all wages and earnings shall be made available for collection by employees not later than the usual finishing time on the day immediately preceding pay day.

19. PROTECTIVE CLOTHING

Where an employee is required to work in any place where clothes or boots are liable to become wet, a suitable coat, hat, trousers and/or footwear shall be made available by the Company.

20. MANGANESE DIOXIDE

Employees handling manganese dioxide or iron oxide shall be paid whilst so engaged, in addition to their ordinary rate of pay, an amount per hour as set out in **Other Rates and Allowances, Item 3 table 2.**

21. TERMINATION OF EMPLOYMENT CAUSED BY MECHANISATION AND/OR TECHNOLOGICAL CHANGE

Where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes, the Company terminates the employment of an employee who has been employed by the Company for the preceding twelve months, the Company shall give the employee three months' notice of the termination of employment. Provided that if the Company fails to give such notice in full,

- (i) the Company shall pay the employee at the ordinary rate of pay application under this Agreement for a period equal to the difference between three months and the period of notice given, and
- (ii) the period of notice required by this clause shall be deemed to be service with the Company for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts;

and provided further that the right of the Company to summarily dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of employment.

22. FIRST AID ALLOWANCE

Where an employee is appointed by the Company to perform first aid duty, then such employee shall be paid an amount per day as set out in **Other Rates and Allowances, Item 4, Table 2**, in addition to the ordinary rate of pay.



23. PERSONAL CARER'S LEAVE

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 19, Sick leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.



Annual leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(3) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

(4) Make-Up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(5) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

24. BEREAVEMENT LEAVE

An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (c) below.

- (a) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.



- (b) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in Clause 23, (1)(c) , provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (c) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (d) Bereavement leave may be taken in conjunction with other leave available under sub-clauses (2), (3), (4), (5) and (6) of Clause 23, Personal Carer's Leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

25. 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 the jury service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (b) An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

26. REDUNDANCY

- (a) Conditions
 - (i) The Company can shut down a plant for a period up to three months without terminating an employee, or paying any redundancy payments.
 - (ii) Employees stood down in accordance with (a) will continue to accrue Holiday and Long Service Leave for the period that they are stood down.
 - (iii) If the plant was to re-open during, and up to three months after shut down, no redundancy payments will be made.
 - (iv) If the decision was made not to re-open the plant during the three months' shut down period, then employees terminated shall be paid in accordance with sub-clause (ii) below.
 - (v) An employee who had been stood down due to temporary or permanent reduction in output whilst the plant continued to operate and who is terminated, will be paid redundancy payments in accordance with sub-clause (ii) below.
 - (vi) Redundancy payments become applicable under the following conditions, subject to (a), (b),(c) and (d) above:
 - (1) Cessation of brickmaking activities.
 - (2) Temporary or permanent reduction in output.
 - (3) Reduction of staff due to technological change.

(c) Severance Pay.

- (i) Payments will be made in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement in Weeks at Award Rates</u>	
	<u>Under 45 yrs</u>	<u>Over 45 yrs</u>
Less than 1 year	Nil	Nil
More than 1 year, less than 2 years	4	5
More than 2 years, less than 3 years	7	8.75
More than 3 years, less than 4 years	10	12.5
More than 4 years, less than 5 years	12	15
More than 5 years, less than 6 years	14	17.5
6 years and over	16	20

- (ii) An employee with more than 7 years service will receive, in addition to payments contained in table (a) above, one week's pay for each year of service over 7 years.



- (iii) Where the company is part of a group of companies with sections other than brick-making, employees may be offered work in any of those sections situated in the metropolitan area. An employee accepting such a position shall complete 3 months as a trial period to ascertain whether the work is suitable. If the position is not suitable and the employee leaves or is terminated during the trial period the employee shall be entitled to payments as set out in (a) above. This section will not apply where employees are transferred to other work or shifts due to the company altering its production program.

Where the company offers to transfer an employee to a like position at another of its brickmaking plants in the metropolitan area and the employee declines the transfer then the employee shall not be entitled to any of the payments as set out in this clause (a) above.

- (iv) "Week's Pay" means the all purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay and over award payments, shift penalties and allowances, paid in accordance with Clause 16, Penalty Rates and Clause 17, Shift Allowances.

27. DISCIPLINARY PROCEDURE

- (a) Warnings may be issued by the Supervisor of the employee concerned when, in the Supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- (b) The establishment of a warning system will not preclude the right of the Company to dismiss an employee without the issue of a written warning, in accordance with Clause 8 (h) of this Agreement. In particular, any use of physical aggression on the job constitutes serious misconduct, and any employee involved in such aggression will be subject to summary dismissal.
- (c) The basis of the three warning system is as follows:
- (i) An employee whose conduct is deemed unsatisfactory by the Supervisor may be given a first written warning.
 - (ii) Should no improvement be forthcoming, then a second warning may be issued.
 - (iii) A third, or final, warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
 - (iv) Each warning will remain in force, individually, for twelve months. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of twelve months. This allows an employee to improve behaviour.
 - (v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.
 - (vi) At all times the employee has the right of appeal by reference to the Grievance Procedure (Clause 28) of this Agreement.

28. DISPUTES PROCEDURES - COMPANY AND EMPLOYEES

The following procedure will be followed in dealing with any question, dispute or difficulty concerning the interpretation, application or operation of this Agreement:

- (a) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the supervisor, the next available manager.
- (b) 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 an industrial organisation of employees. The parties will make every endeavour to settle the dispute in a spirit of harmony and in the interest of good employee relations.
- (c) If the matter remains unresolved it will be referred to the New South Wales Industrial Relations Commission for decision.

