

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/79

TITLE: Boral Bricks Bringelly Plant Enterprise Agreement

I.R.C. NO: 00/421

DATE APPROVED/COMMENCEMENT: 2 March 2000

TERM: 31 October 2002

**NEW AGREEMENT OR
VARIATION: New/Replaces EA98/52**

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

NUMBER OF PAGES: 23

**COVERAGE/DESCRIPTION OF
EMPLOYEES: It applies to all employees of the Company, located
at Bringelly, NSW**

**PARTIES: Boral Bricks (NSW) Pty Limited -&- Construction,
Forestry, Mining and Energy Union (New South Wales
Branch)**

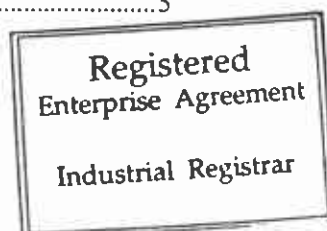


ENTERPRISE AGREEMENT

THIS ENTERPRISE AGREEMENT IS MADE BETWEEN BORAL BRICKS PTY LIMITED (THE COMPANY) AND THE CONSTRUCTION FORESTRY MINING & ENERGY UNION, CONSTRUCTION & GENERAL DIVISION, CLAY & CERAMICS INDUSTRY DIVISIONAL BRANCH (THE UNION), AND EMPLOYEES OF THE SAID COMPANY, IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE NEW SOUTH WALES INDUSTRIAL RELATIONS ACT 1996.

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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 5, located at Bringelly, NSW.

It shall prevail over and operate to the exclusion of any other former award that may have application to the employees bound by this agreement in accordance with S.35 of the Industrial Relations Act 1996.

Where the Brickmakers & Assistants (State) Award is varied during the life of this Agreement then any conditions or benefits that are in variation to this Agreement can be discussed and, once agreement is reached, will flow on to all employees as if they were part of this Agreement.

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

2. PERIOD OF OPERATION

This agreement will take effect from the date of approval and will operate from the first pay period to commence on or after the date of approval by the Industrial Relations commission of NSW. The agreement will continue in force until 31 October 2002, subject to the provisions of the Industrial Relations Act 1996.

3. BASIC WAGE

This Enterprise Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage.

The said basic wage is subject to variation in accordance with the provisions of sections 50 and 51 of the Industrial Relations Act 1996. Upon any such variation, rates of wages prescribed by this agreement are subject to variation pursuant to the said Act to the extent necessary to give effect to the change in the said basic wage.

4. RATES OF PAY

- (a) The rates of pay in this award are calculated on an annual basis to provide reward for a high level of productivity, to incorporate universal allowances and approved sick leave taken on any day, Monday to Friday.
- (b) Wages, although calculated on an annual basis, will be paid weekly on a pro rata basis.
- (c) Rates will be increased in accordance with any State Wage Case decisions of the Industrial Relations Commission of New South Wales which become effective during the currency of this agreement.
- (d) Rates payable annually (weekly) are as set out in Table 1 - Wages, Monetary Rates.



TABLE 1 – WAGES

Bringelly Enterprise Agreement 1999, 4% increase per week (into the hourly rate) on the rates applicable in the Bringelly Enterprise Agreement 1997.

Rates payable for the period 0 to 12 months of this Enterprise Agreement.

Skill Level	System A Mon-Fri 5 days	System B 4 on/4 off	System C Mon-Fri 5 days (starting after 2 pm)	System D 4 on/4 off (starting after 1 pm)
	\$	\$	\$	\$
1	27308.24 (525.16)	35195.80 (676.84)	29693.16 (571.02)	37103.75 (713.53)
2	28876.02 (555.31)	37253.00 (716.40)	31260.94 (601.17)	39041.43 (750.80)
3	29693.16 (571.02)	38317.84 (736.88)	32078.09 (616.89)	40166.30 (772.43)
4	30509.77 (586.73)	39382.14 (757.35)	32894.70 (632.59)	41290.04 (794.04)
5	35345.07 (679.71)	45707.88 (879.00)	37730.00 (725.58)	47615.82 (915.69)
6	36973.41 (711.03)	47835.92 (919.92)	39358.34 (756.89)	49743.87 (956.61)

Rates payable annually (weekly)

Rates for the period 12 to 24 months, and 24 to 36 months, increases the above rates by an additional 4% and 3% respectively per week (into the hourly rate). See Appendices 1 and 2.

- (e) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level. However, once the employee has attained the necessary skills and has been accredited and re-classified to a higher level, the employee will be paid the rate for that classification regardless of the actual task carried out in the Plant, subject to continued performance at that level.
- (f) In addition to the above rates, the Company will pay (as occupational superannuation) an amount equal to 7 per cent (or such other amount as may be determined by Statute or decision of the Industrial Relations Commission) of each employee's wage rate, on a pro rata monthly basis, into the appropriate section of the Boral Employee's Superannuation Trust.
- (g) Notes –
- (i) System A and Systems B, C, and D all include:
- (A) travel allowance;
 - (B) manganese, soda ash allowance;
 - (C) spread of hours allowance;
 - (D) 17.5 per cent annual leave loading.

(ii) Systems B and D include:

28.8 per cent loading, calculated to provide for the occasions of working public holidays and weekends, as well as

providing for ordinary-time rate for public holidays not worked.

- (iii) When commencing employment on the site each employee must be prepared to work whichever hours of work system is required and be prepared to change to any of the other systems as required to meet the needs of the business, ie.

System A - Monday to Friday
 System B - 4 on/4 off
 System C - Monday to Friday commencing after 2.00 pm
 System D - 4 on/4 off commencing after 1.00 pm

- (iv) When working under one system and changing to another system, then payment is made for the system to be worked, at the level for which the employee is classified, eg. if an employee is working 4 on/4 off in System B and the employee changes to Monday to Friday System A, then the employee will be paid at the System A rate for as long as the employee works in that system.
- (v) Overtime (sub clause (f) of clause 10, Four On/Four Off Work, and clause 11, Overtime (Monday to Friday Workers), first-aid allowance (clause 15, First-aid Allowance) and meal allowance (sub clause (d) of clause 12, Meal Breaks and Allowances), will be paid as specifically detailed in the Agreement.

TABLE 2 - Other Rates and Allowances

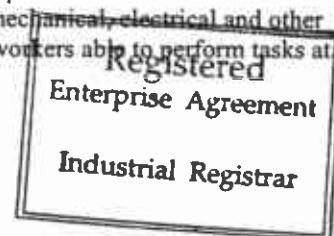
Item No.	Clause No.	Brief Description	Amount
			\$
1	12(d)	Meal Allowance	8.58
		--for subsequent meal	8.58
2	15	First-aid Allowance Per Week	10.40
3	26	Night Shift Allowance Per Shift	18.62

- (vi) Employees working under System C may be required to change to System D if production management sees the need.

5. SKILL LEVELS

Level Definition

- 1 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.
- 2 Able to perform tasks at Level 1 if and when required. Covers tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery, including quality control and keeping of records or performs tasks that currently require at least one of the extra skills of lathing of mills, greasing, laboratory/quality control. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision.
- 3 Able to perform all the tasks at Levels 1 and 2 and requiring the setting up, operating, routine maintenance, Quality Control and the keeping of records of all fixed and mobile machinery in at least two areas of the Plant and the responsibility for operating such machines; works under limited supervision.
- 4 This level is equivalent to the tradespersons level. Employees classified at this level require a full Trades Certificate or its equivalent. Tasks at this level cover installation, maintenance, correct functioning of mechanical, electrical and other equipment and associated tasks, quality control and keeping of records; or production workers able to perform tasks at



Levels 1, 2 and 3 if and when required. Covers production employee tasks requiring the setting up, operating, routine maintenance, quality control and keeping of records of all fixed and mobile machinery in at least three areas* of the Plant and the responsibility for operating such machines; works under limited supervision.

5. Maintenance employees at this level require skills to fault find and diagnose problems of specialised equipment and to service it. A trade certificate for these specialties is a requirement for this level, eg. for Tradesperson Special Class or Electrician Special Class; or production employees able to perform tasks at Levels 1, 2, 3 and 4 if and when required. Covers production employee tasks requiring the setting up, operating, routine maintenance, quality control and keeping of records of all fixed and mobile machinery in all areas* of the Plant and the responsibility for operating such machines and be able to perform all of the extra skills of lathing of mills, greasing, laboratory/quality control. Works under limited supervision.
6. Maintenance employees at this level are electronics tradespersons who are able to fault find and diagnose problems of specialised electronic equipment and to service it. A trade certificate for an electronic tradesperson is a requirement for this level; or production employees able to perform tasks at Levels 1, 2, 3, 4 and 5 if and when required and undertake supervision responsibilities. Covers tasks requiring the setting up, operating, routine maintenance, quality control and keeping of records for fixed and mobile machinery in all areas* of the Plant and the responsibility for operating such machines, as well as the supervision in a section of the Plant of all production/maintenance employees. Works under supervision in respect to management objectives.

* Areas of the Plant (for the above definitions) are:

Front End Loader/Clay Preparation;
Extruder/Forming/Wet Load;
Dryer/Unload/Setting;
Kiln Cars/Dehack, to Yard;
Yard/Export/Transport/

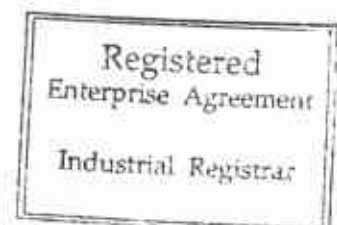
6. TRAINING

- (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 within the limits of manning requirements, which may vary from time to time.
- (b) In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for a higher classification to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.
- (c) The company will accept responsibility for the organisation of on-the-job training but employees will assist as required in the training of other employees. For training off the job the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.
- (d) The Company will pay at the level of skill for which the employee is normally classified, plus incidental costs, during all training undertaken in normal working hours. For training undertaken off the job and outside normal working hours, and approved by the Company as being in accordance with the needs of the enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery.

7. TOTAL QUALITY MANAGEMENT, QUALITY ASSURANCE & CONSULTATION

- (a) Employee participation is considered necessary in Total Quality Management meetings as established for the purpose of providing participation in improved productivity and efficiency for the Plant. Payment will be made at the employee's skill classification rate for attendance at these meetings.
- (b) A mechanism of monthly meetings with the Plant Manager covering each of the employee groups will be established for the purpose of advising on Company performance, etc. and consulting on Plant efficiency and productivity .

8. TERMS OF ENGAGEMENT & TERMINATION

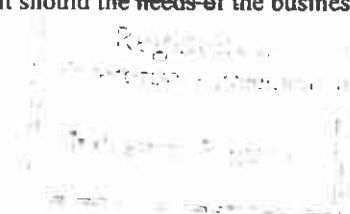


- (a) All full-time employees will be engaged by the week except during the first two weeks of employment, which will be on daily hire.
- (b) The first three months of employment with the Company will be a probationary period. Advice on performance will be given during this period. If the Company considers the employee's performance to be unsatisfactory, then the employment will be terminated at any time during this period on the giving of one week's notice or payment in lieu.
- (c) 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 for the work performed. The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed by sub clause (b) of clause 9, Hours of Work (Monday to Friday Workers), but shall not, in any case, be less than 19 hours per week. Such employees shall be entitled to payments in respect to annual leave, public holidays, sick and bereavement leave, on a proportionate basis. Part-time employees undertaking four on/four off work will be paid for such entitlements in accordance with the conditions set out in clause 12, Four On/Four Off Work.
- (d) All employees will be eligible to join the Boral Employee's Superannuation Trust. A copy of the rules of the fund will be supplied to employees.
- (e) Employment may be terminated by either the Company or the employee at any time during the week by the giving of one week's notice (or payment in lieu of notice by the Company), except as provided in sub clause (h) of this clause.
- (f) An employee who fails to give the appropriate notice may have wages to the equivalent of the notice period forfeited.
- (g) Following a request from the terminated employee, the Company will provide a written statement of the period of employment and type of work performed.
- (h) The Company may dismiss any employee without notice for serious misconduct. In such case the employee will be paid only up to the time of dismissal.
- (i) The absence of an employee from work for a continuous period exceeding three working days without consent of the Company, and without notification to the Company shall be prima facie evidence that the employee has abandoned the employment. Termination shall operate as from the last attendance at work.
- (j) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this award.
- (k) Despite any other provision of this award, the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
 - (i) any strike affecting the Company;
 - (ii) any major breakdown of machinery;
 - (iii) any stoppage of work for which the Company is not responsible; or
 - (iv) any stand down as per clause 22 (Redundancy).

9. HOURS OF WORK (MONDAY TO FRIDAY WORKERS)

- (a) The weekly total of ordinary hours of work will be a maximum of 38 per week.
- (b) Ordinary hours will be worked for 7.6 hours on each of the days Monday to Friday between the hours of 6.00 am and 6.00 pm. Initially the hours of work will be:
 - Despatch employees - Group 1 - 6.00 am to 2.06 pm
 - Group 2 - 9.54 am to 6.00 pm

The above arrangement of hours may be varied to another regular requirement should the needs of the business change.



10. FOUR ON/FOUR OFF WORK

- (a) The following conditions will apply to these employees in lieu of provisions for Monday to Friday workers as set out in clause 9, Hours of Work (Monday to Friday Workers), sub clauses (a) to (e) of clause 11, (overtime), clause 12 (Meal Breaks and Allowances), and sub clause (b) and (c) of clause 16 (Public Holidays).
- (b) This work will be allocated by roster on the giving of at least 48 hours notice. Any alteration to the roster will require at least 24 hours notice to the employees concerned. However, an employee may decline to accept the latter alteration in the case of a genuine reason for not accepting.
- (c) The ordinary hours of four on/four off workers shall average 38.5 per week on an 8 week cycle of 308 hours.
- (d) The work pattern will be on a continuous basis worked on 11 hours each day for 4 consecutive days (including all public holidays) with four intervening leisure days.
- (e) On each eleven-hour day employees will be allowed a paid meal break of 30 minutes to be taken, according to the needs of the operation, from 4 to 6 hours after commencement. In addition, employees will be provided with a paid refreshment break of 10 minutes in the first and second half of each eleven-hour day, to be taken at a time to suit the needs of the operation. These provisions will operate in lieu of the provisions of sub clauses (a) and (f) of clause 12, Meal Breaks and Allowances. Because of the continuous operation, employees will stagger meal and refreshment breaks.
- (f) Overtime for four on/four off workers will not normally be required. If there is a requirement for overtime beyond 11 hours in any day period, a loading will be paid of 50 per cent of the annual rate for the skill level at which they are classified, calculated pro rata to an hourly rate.

An employee recalled to work overtime after leaving the Plant at the end of the required work for the day will be paid at the appropriate rate set out in this clause for a minimum of 4 hours work.

- (h) The rate of pay for four on/four off work as defined by this clause is shown in Systems B and D of clause 4, Rates of Pay, for the skill level at which the employee is classified. These rates are in lieu of any benefits other than provided in this Agreement and includes payment for rostered work undertaken on Saturdays, Sundays and public holidays, unrostered days when public holidays occur and the extra hours beyond 7.6 worked each day.
- (i) Sick pay entitlement will be debited by the actual hours not worked. In addition, absence on approved sick leave on any rostered Saturday, Sunday or public holiday will be paid for at the normal classification level rate less the following provisions:

Saturday - deduct 5 hours at System Classification rate;
Sunday - deduct 10 hours at System Classification rate;
Holiday - deduct 15 hours at System Classification rate;

- (j) Absence on approved bereavement leave or jury service will be paid at the normal four on/four off work rate.
- (k) Employees who are required to work through a meal break period (as described in sub clause (e) of this clause) due to an emergency or to maintain production, shall be allowed to take their meal break when relief is available.
- (l) Because of the requirement for continuous operation of the Plant, maintenance personnel and then staff may be used to operate the Plant while a relief employee is being obtained or is not available.
- (m) Night shift worked will be paid an additional \$18.62 per shift.

11. OVERTIME (MONDAY TO FRIDAY WORKERS)



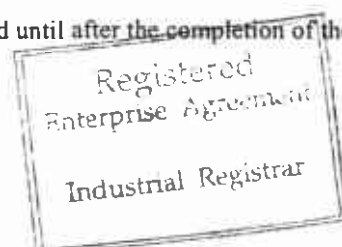
- (a) For all work done outside the ordinary starting or ceasing time of work on any one day, Monday to Friday, the rate of 1.5 times for the first two hours and 2.0 times thereafter shall be paid at the rate of pay prescribed in clause 4, Rates of Pay, for the level at which an employee is classified.
- (b) An employee required to work on a public holiday will be paid 2.5 times the rate.
- (c) An employee required to work on a Saturday will be paid 1.5 times for the first two hours and 2.0 times thereafter, for a minimum of four hours work in total.
- (d) An employee required to work on a Sunday will be paid at 2.0 times for a minimum of four hours work.
- (e) An employee recalled to work after leaving on completion of a normal day's work will be paid at 2.0 times for a minimum of four hours work even if required to work for a lesser period.
- (f) An employee shall be entitled to have at least 9 consecutive hours off duty between the work of successive ordinary-time days and shall be released from further duty without loss of pay until this requirement has been met.

12. MEAL BREAKS AND ALLOWANCES

- (a) A Monday to Friday worker will be allowed an unpaid meal break of 30 minutes to be taken between 4 to 6 hours after the commencement of work.
- (b) Employees who are required to work through a meal break period (as described in sub clause (a) of this clause) due to an emergency or to maintain production, shall be allowed to take their meal break when relief is available.
- (c) Because of the requirement for continuous operation of the Plant, maintenance personnel and then staff may be used to operate the Plant while a relief employee is being obtained or is not available.
- (d) An employee required to work overtime for more than 2 hours on any one day and who was not notified of the requirement on the previous day or earlier will be supplied with a meal by the Company or paid the sum as set out in Item 1 of Table 2 - Other Rates and Allowances, of clause 4, Pay Rates, with a further amount as set out in the said Item 1 for each subsequent meal.
- (e) An employee required to work overtime for more than 2 hours after normal ceasing time will be allowed a paid rest break of 30 minutes before commencing such overtime, and a similar break before commencing each further 4 hours of overtime to be worked. This break must be taken by the employee in order to be paid for it.
- (f) An employee will be allowed a paid refreshment break of 10 minutes in the first half of ordinary hours worked on each day, to be taken to suit the needs of the operation.

13. SICK LEAVE

- (a) An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment, will be entitled to paid leave of absence as follows -
 - (i) No payment will be made for any absence for which workers' compensation is paid or payable.
 - (ii) The employee will advise the Company of the expected absence, its cause and likely duration, prior to the employee's normal commencement time.
 - (iii) If required, the employee will provide satisfactory evidence of the illness or injury.
 - (iv) Up to 68.4 hours per year will be available from the beginning of each year of service.
 - (v) In the first year of service, payment for such absence may be withheld until after the completion of the first three months service.



- (vi) Debit for sick leave taken will be on the basis of the length of the normal work period the employee would have worked had the employee been at work, eg. four on/four off workers debited 11 hours, Monday to Friday workers debited 7.6 hours.
- (vii) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.

14. ANNUAL LEAVE & LONG SERVICE LEAVE

- (a) Annual leave and long service leave will be allowed to all employees in accordance with the *Long Service Leave Act 1955* and the *Annual Holidays Act 1994*. Employees will be paid in advance at the rate for the skill level at which they are classified, including System B or D rates as appropriate.
- (b) If the Company intends to close (or reduce to a nucleus) the operation of the plant for a period during the year, then the majority of employees will be required to take their annual leave.

Employees will be paid in advance at the rate applicable to the skill level at which they are classified, including System B or D rates where applicable.

Any employee with insufficient leave entitlement for the period of close down will be given leave without pay (without interfering with continuity of service for accrual of entitlements).

Employees with insufficient leave will be given preference for remaining in employment providing that they have the necessary skills and experience required.

15. FIRST AID ALLOWANCE

An employee who is qualified and required to regularly perform first-aid duty, in addition to ordinary work, will be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, of Clause 4, Pay Rates, per week in addition to the wage rate applicable in Clause 4, Rates of Pay.

16. PUBLIC HOLIDAYS

- (a) For the purposes of this agreement, the public holidays will be Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, and all days proclaimed in New South Wales either as a substitution for, additional to, or removed from any of the above, as well as one extra day in lieu of financial members' day to be added to annual leave and taken by agreement between the company and the employee.
- (b) Monday to Friday workers required to work on a public holiday will be paid as per sub clause (b) of clause 11, Overtime (Monday to Friday Workers).
- (c) In order to qualify for public holiday payments an employee must have worked on the employee's normal working day preceding and following the public holiday, except in the case of approved leave. If the above normal working days are not worked in relation to a group of holidays, an employee shall forfeit a maximum payment of only one day.

17. PAYMENT OF WAGES

- (a) All monies payable to an employee will be calculated on the week ending on a Monday and paid by electronic funds transfer so as to ordinarily ensure the monies will be available to the employee by not later than the normal ceasing time of the employee on Thursday of each week.
- (c) For each weekly payment the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

18. BEREAVEMENT LEAVE

- (a) An employee, other than a casual employee, shall be entitled to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australia as prescribed in subclause (c) of this clause. Where the death of a person as prescribed by the said subclause (c) occurs outside Australia, the employee shall be entitled to two days bereavement leave where the employee travels outside Australia to attend the funeral.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (c) 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 as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 18A, State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) 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.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 18A. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

19. JURY SERVICE

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

20. COUNSELLING & DISCIPLINARY PROCEDURE

- (a) Warnings may be issued by the Leading Hand, Supervisor or Manager of an employee concerned when, in their opinion, the employee's behaviour is deemed unacceptable.
- (b) The establishment of a warning system will not preclude the right of the Company to dismiss an employee without the issuing of a written warning. In particular, any use of physical aggression, drugs or alcohol 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 warnings system is as follows:
 - (i) An employee whose conduct is deemed unsatisfactory by the Leading Hand, Supervisor or Manager will be given a written first warning by the Manager.
 - (ii) Should no improvement be forthcoming, then a second warning in writing will be issued.
 - (iii) If there has been no improvement, a third and final written advice will be issued, then the employee will normally be dismissed.
 - (iv) Each of the two warnings will remain in force, individually, for twelve months. An employee issued with a second warning will revert back to a first warning after the expiration of twelve months. This will allow an employee to improve behaviour.
 - (v) All written warnings are to be given in the presence of the employee's nominee, if requested. The Plant Manager

should also be present when a final advice is issued.

- (vi) At all times the employee has the right of appeal by following the disputes procedure appearing in Clause 23, Disputes Procedure (the Company and Employees).

21. INTRODUCTION OF CHANGE

- (a) If the Company should make a definite decision to introduce major changes in production, organisational structure or technology which are likely to have a significant effect on employees, then the matter will be brought to the attention of the employees together with all relevant information.
- (b) Discussions will take place between the employees and the management with a view to mitigating the effects of the changes on employees and to enable consideration of matters raised by employees.
- (c) The introduction of technological change which increases production or product range will not automatically lead to variations in manpower.

22. REDUNDANCY

1. Conditions

- (a) The company may shut the plant, or part thereof, for a period up to 3 months without terminating any employee or paying any redundancy payments.
- (b) Employees stood down in accordance with (a) will continue to accrue holiday and long service leave for the period they are stood down.
- (c) If the plant re-opens during and up to 3 months after the shut down, no redundancy payments will be made.
- (d) If a decision is made not to re-open the plant during the 3 month shut down period, then employees terminated shall be paid in accordance with sub-clause 2.
- (e) An employee who has been stood down due to a temporary or permanent reduction in output, whilst the plant continues to operate and who is terminated during the stand down period shall be paid redundancy payments in accordance with sub-clause 2.
- (f) 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.



2. Severance Pay

- (a) Payments will be made in accordance with the following scale (excepting the fact that if the current Brickmakers & Assistants (State) Award provides a better financial package this will be used): -

Years of Service	Entitlement in Weeks	
	Under 45 years	Over 45 years
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and over	16	20

- (b) An employee with more than 7 years service will receive, in addition to payments contained in (a) above, one week's pay for each year of service over 7 years.
- (c) Where the Company is part of a group of companies with sections other than brickmaking, 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 the payments as set out above.
- This section will not apply where employees are transferred to other work or shifts due to company altering its production program.
- (d) No payment will be made to an employee not accepting the offer of the position in another brickmaking section of the Company situated in the metropolitan area.
- (e) "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 4, rates of pay).

3. Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant and the probable effect paying the amount of severance pay will have on the employer.

23. DISPUTES PROCEDURE (THE COMPANY & EMPLOYEES)

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

- (i) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the supervisor, the next available manager.



- (ii) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Plant Manager (if absent, the next senior manager) and further discussions will take place. In such discussions the employees may be represented by 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.
- (iii) If the matter remains unresolved it will be referred to the Industrial Relations Commission of New South Wales for a decision.
- (iv) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
- (v) All employees and parties to this award are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

24. GRIEVANCE PROCEDURE (THE COMPANY & INDIVIDUALS)

The following procedure will be followed in dealing with any Company action that allegedly disadvantages any employee and that relates to a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement or to alleged discrimination in employment within the meaning of the *Anti-Discrimination Act 1977*;

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

25. EMPLOYEE MEETINGS

Officials of the Union who require paid time meetings with employees who are members of the Union will be allowed up to 4 hours per annum, to be arranged at times agreed to by the Company to suit the needs of the operation.

26. ANTI-DISCRIMINATION

It is the intention of the parties bound by this award to respect and value the diversity of the workforce and to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It is recognised that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.



Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect –

- + any conduct or act which is specifically exempted from anti-discrimination legislation;
- + offering or providing junior rates of pay to persons under 21 years of age;
- + any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 199\77 (NSW);
- + a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

27. PERSONAL/CARER'S LEAVE

(i) 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 (2) 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 23 Sick Leave of the Electricians &c. (State) Award published 28 August 1974, reprinted 3 February 1982 and further reprinted 7 August 1992 (270 IG950) 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 :
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a defacto 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:
 - I. "relative means a person related by blood, marriage or affinity;
 - II. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - III. "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 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.

(ii) **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 (2) of paragraph (c) of subclause (i) who is ill.

(iii) **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 award.
- (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.

(iv) **Time Off in Lieu of Payment for Overtime**

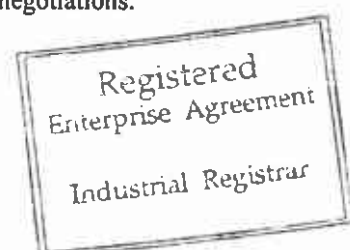
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, i.e. 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 award.

(v) **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 award, 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.

(vi) **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 the employee, or subject to reasonable notice by the employee or employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award 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.



28. BORAL BRICKS (NSW) PTY LIMITED & EMPLOYEE UNDERTAKINGS FOR AN ENTERPRISE AGREEMENT AT THE BRINGELLY PLANT, 3 JULY 1995

Interim Agreement

The following undertakings are given by the employees in return for a TWO YEAR AGREEMENT with a 5% wage increase upon ratification by the Commission for Enterprise Agreement. A further 5% will be given TWELVE MONTHS from the date of ratification by the Commission.

- (a) The increases given recognise the employees contributions to innovation and willingness to participate in change.
- (b) The employees and the Company will incorporate into this Enterprise Agreement key components of the Boral Purpose Statement, being: -

Boral's Purpose

"Boral's aim is to be a world leader in the building and construction materials industry and a major force in energy in Australia and the Pacific, particularly in the sourcing and distribution of gas."

By: -

- Pursuing focussed strategies that create and build on competitive advantage.
- Providing customers with better value and service than our competitors.
- Investing in people so that we have the best in our industries.
- Encouraging and implementing innovation to further improve our processes, products and services.

This will then lead to increased and sustainable productivity which will result in improved competitiveness in the market place through the Magna Carta and Continuous Improvement.

The key factors in this approach are to work to agreed targets and have a participative management style.

- (c) The employees and the Company will work towards improved information sharing by: -

Holding "Innovation Meetings" on a regular basis with groups from each roster and the yard. Minutes will be taken and copies distributed on the noticeboards and to management.

There will be a monthly innovation meeting with management and representatives from each of the innovation groups to discuss issues and potential outcomes.

- (d) The following goals are to be set to gauge productivity and efficiency. These will be discussed at the monthly innovation meetings.

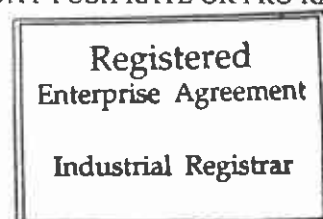
KEY PERFORMANCE INDICATORS (KPI's)

GOAL ONE:- MACHINE UTILISATION

WET SIDE)
SETTER) ALL 80%
UNLOADER)

GOAL TWO:- FIRST QUALITY RECOVERY PERCENTAGE TO EXCEED 90%

GOAL THREE:- BRICKS PRODUCED PER MANHOUR 750 AT A 13 CAR PER DAY PUSH RATE OR PRO RATA FOR DIFFERENT PUSH RATES.



GOAL FOUR:- LOST TIME INJURY FREQUENCY RATE IS ZERO

For the above and the continuation of the practices established at Bringelly such as zero demarcation and an open door policy the following amendments will be made in addition to the 5% and 5% over two years:-

- (1) The Company will pay \$16 per night shift worked, ie. a shift covering the hours 10pm until 6am.
- (2) There will be a new skill level for qualification in 2 areas. This level will be half way between skill levels two and three with a new rate of \$646.22 per week when working 4 on 4 off System B at Level 3.
- (3) Meal allowances increase to \$7.35 per meal eligible, and the first aid allowance increases to \$8.95 per week

**29. EMPLOYEE/COMPANY UNDERTAKINGS (KPI PERFORMANCE MATRIX)
FOR THE PERIOD 1 NOVEMBER 1997 TO 31 OCTOBER 1999**

DETAILS:

K.P.I. Matrix Payment:-

Boral Bricks will enter into a new Enterprise Agreement with its Bringelly Production Employees that will entitle the Employees to earn a weekly payment based on the Bringelly Key Performance Indicator (K.P.I.s) matrix (see attached document on the calculation and value of the K.P.I.s - Clause 31). The value of the K.P.I. matrix weekly payment is to be calculated each quarter based on the previous quarter's results.

Safety Net Guarantee:-

To allay the fears of its Employees that they may in any given quarter fail to perform well enough to earn any K.P.I. payment Boral Bricks offers a **guaranteed minimum increase of \$15.00** for the first year of the agreement. This guaranteed increase is to be incorporated into the hourly rate of the employees and as such will flow into any and all overtime that they perform. However this increase in the hourly rate is to be absorbed from the K.P.I. matrix payment.

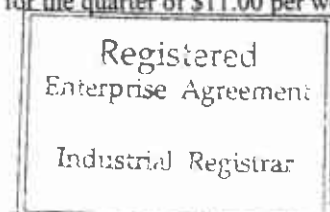
Also commencing 1st November 1998 (i.e. Year Two of the agreement) a further **\$15.00 per week** increase is to be guaranteed by incorporating this second \$15.00 per week into the hourly rate. However this second increase in the hourly rate **WILL NOT** be absorbed from the K.P.I. matrix payment but the first year's \$15.00 per week increase will still be absorbed.

Example 1: Year One 1/11/97 to 31/10/98
K.P.I. matrix payment earned = \$29.00
Method of payment =
\$15.00 added to the current hourly rate (as of 31.10.97) plus weekly payment for the quarter of \$14.00 per week.

Example 2: Year One 1/11/97 to 31/10/98
K.P.I. matrix payment earned = \$13.00
Method of payment =
\$15.00 added to the current hourly rate (as of 31.10.97) plus no additional weekly payment for the quarter.

Example 3: Year Two 1/11/98 to 31/10/99
K.P.I. matrix payment earned = \$43.00
Method of payment =
\$30.00 added to the current hourly rate (as of 31.10.97) plus weekly payment for the quarter of \$28.00 per week.

Example 4: Year Two 1/11/98 to 31/10/99
K.P.I. matrix payment earned = \$26.00
Method of payment =
\$30.00 added to the current hourly rate (as of 31.10.97) plus weekly payment for the quarter of \$11.00 per week.



Notes:

The current calculation of the matrix for the last quarter is \$31.00 per week and as mentioned above the guaranteed increase that would be incorporated into the hourly rate means that with the average overtime earned by the Bringelly Production Employees the gross wage increase for the first quarter of the new agreement would average over \$36.00 per week.

Also it is the management of Boral Bricks opinion that the matrix payments are likely to exceed \$35.00 per week as the plant and processes are gradually improved over the next twelve months.

BORAL BRICKS REQUIREMENTS

That the Bringelly Production Employees agree to continue their fine performance of the last two years.

That the Bringelly Production Employees agree to the use of contractors under conditions as agreed upon by all parties. These may include restrictions in the use of contractors to general duties and exclusion from machinery operating tasks such as extruders, dehackers etc.(see Clause 28)

30. CONDITIONS FOR THE USE OF HIRING PRODUCTION CONTRACTORS

Note - This Clause does not include or alter in any way the Site work practices applicable to the contract maintenance staff.

1. The Company will inform the Consultative Committee in writing with reasons why they want to use contract labour.
2. Before hiring contractors, permanent employees must be given the opportunity to do the work first.
3. No permanent employee can be replaced by a contractor.
4. No permanent employee can be retrenched whilst a contractor is on Site.
5. No contractor is to be offered overtime except after all permanent employees have been given the opportunity to do the available overtime.
6. No contractors to operate machines (eg. Extruders, Dehackers)
7. Contractors can only be used to cover the following, after consultation and agreement in writing with the Consultative Committee:
 - ✦ To cover peak loads (eg. Exporting, Palletising etc)
 - ✦ To cover annual leave or long service leave to agreed lengths , by consultation.

31. KEY PERFORMANCE INDICATOR (KPI) MATRIX

The philosophy of the KPI Matrix is that tangible, agreed gains in Factory performance lead to tangible gains to the Business. These gains are then factored into a matrix where rises or falls in performance are equated to financial adjustments (positive or negative) to the employees. These KPI's are monitored over quarterly windows and adjustments made which are applicable only to the pay rates over the following three months.

The KPI's that will be monitored are:-

- ✦ Extruder Efficiency
- ✦ Quality of Product
- ✦ Cost of customer complaints
- ✦ Cost of accident claims



KPI MATRIX

INDICATOR	EFFICIENCY		QUALITY		COMPLAINTS		SAFETY	
	%WETSID EFFICIENCY	\$/MAN/ WEEK	%FIRSTS	\$/MAN/ WEEK	\$/COST OF CLAIMS	\$/MAN/ WEEK	\$/COST OF CLAIMS	\$/MAN/ WEEK
10	85	40.40	100	30.2	0	21.7	0	2.47
9	84	36.36	99.5	27.18	2,200	19.53	250	2.22
8	83	32.32	99	24.16	4,400	17.36	500	1.98
7	82	28.28	98.5	21.14	6,600	15.19	750	1.73
6	81	24.24	98	18.12	8,800	13.02	1000	1.48
5	80	20.2	97.5	15.1	11,000	10.85	1250	1.24
4	79	16.16	97	12.08	13,200	8.68	1500	0.99
3	78	12.12	96.5	9.06	15,400	6.51	1750	0.74
2	77	8.08	96	6.04	17,600	4.34	2000	0.49
1	76	4.04	95.5	3.02	19,800	2.17	2250	0.25
0	75	0	95	0	22,000	0	2500	0
-1	74	-4.04	94.5	-3.02	24,200	-2.17	2750	-0.25
-2	73	-8.08	94	-6.04	26,400	-4.34	3000	-0.49
-3	72	-12.12	93.5	-9.06	28,600	-6.51	3250	-0.74
-4	71	-16.16	93	-12.08	30,800	-8.68	3500	-0.99
-5	70	-20.2	92.5	-15.1	33,000	-10.85	3750	-1.24
-6	69	-24.24	92	-18.12	35,200	-13.02	4000	-1.48
-7	68	-28.28	91.5	-21.14	37,400	-15.19	4250	-1.73
-8	67	-32.32	91	-24.16	39,600	-17.36	4500	-1.98
-9	66	-36.36	90.5	-27.18	41,800	-19.53	4750	-2.22
-10	65	-40.40	90	-30.20	44,000	-21.70	5000	-2.47

Registered
Enterprise Agreement
Industrial Registrar

**32. EMPLOYEE/COMPANY UNDERTAKINGS
FOR THE PERIOD 1 NOVEMBER 1999 TO 31 OCTOBER 2002.**

DETAILS:

Length of Agreement: -

Boral Bricks will enter into a new Enterprise Agreement with its Bringelly Production Employees for a period of three (3) years. The current Bringelly Key Performance Indicator (KPI's) matrix will still apply, with the first \$15 being absorbed (as it has between 1 November 1997 and 31 October 1999). See Clause 31.

BORAL BRICKS REQUIREMENTS

Employee Participation

That the Bringelly Production Employees agree to continue their fine performance and contributions of the last two years.

Contractor Use

In addition to the use of contractors outlined in Clause 30 it is agreed that contractors may be used under probationary hire when intending to place a full time position. The maximum period for this probationary period will be three (3) months. As with other NSW sites there is no limit to the number of contractors used in this instance as long as it is for the purpose of hiring full-time permanent employees.

Self-loading of Brick Trucks

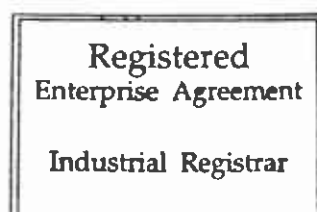
That it is agreed that the provision for brick trucks to load themselves is introduced. This provision is only to be used when it is to the advantage of all stakeholders (employees, management and business), and with the following caveats: -

- a. The load is planned (low volume, by exception).
- b. No one is available to load the truck (permanent employees must be given the opportunity to load the trucks first).
- c. The load is prepicked from a docket and marked.
- d. The normal Yard restrictions with regard to hours are adhered to.

Pay Increases: -

In recognition of previous employee contributions, and with agreement of all conditions above, the Company will increase its Bringelly Enterprise Agreement 1997 hourly rates and allowances (meal, first aid and night shift) by the following:

- 0 to 12 months of New Agreement... 4%
- 12 to 24 months of New Agreement...4%
- 24 to 36 months of New Agreement...3%



APPENDIX 1

Bringelly Enterprise Agreement, Rates payable for the period 12 to 24 months after registration (further increase of 4% per week into the hourly rate).

WAGES

Skill Level	System A Mon - Fri 5 days	System B 4 on - 4 off	System C Mon - Fri 5 days Starting after 2pm	System D 4 on - 4 off Starting after 1pm
	\$	\$	\$	\$
1	28400.57 (546.16)	36603.63 (703.92)	30880.89 (593.86)	38587.90 (742.07)
2	30031.06 (577.52)	38743.12 (745.06)	32511.38 (625.22)	40603.09 (780.83)
3	30880.89 (593.86)	39850.55 (766.36)	33361.21 (641.56)	41772.95 (803.33)
4	31730.16 (610.19)	40957.42 (787.64)	34210.49 (657.89)	42941.64 (825.80)
5	36758.87 (706.90)	47536.19 (914.16)	39239.20 (754.60)	49520.45 (952.32)
6	38452.35 (739.47)	49749.36 (956.72)	40932.67 (787.17)	51733.62 (994.88)

Rates payable annually (weekly).

OTHER RATES AND ALLOWANCES

	\$
Meal	8.92
First Aid	10.82
Night Shift	19.36

