

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/214

TITLE: Boral Bricks Pty Limited Albury Manufacturing Site Enterprise Agreement 2002

I.R.C. NO: IRC02/2798

DATE APPROVED/COMMENCEMENT: 29 May 2002/27 February 2002

TERM: 31 December 2004

NEW AGREEMENT OR VARIATION: Variation. Replaces EA00/7

GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of Boral Bricks Pty Limited employed at the Company's Albury plant that fall within the coverage of the Brick and Paver Industry (State) Award.

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 2002**

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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 Brick and Paver Industry (State) Award, 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 Brick & Paver Industry (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 date of approval by the Industrial Relations Commission of New South Wales and remain until the 31st December, 2004. 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 23 of this agreement, rates of pay and allowances will be increased by:

- 4% on 1st January 2002
- 4% on 1st January 2003
- 4% on 1st January 2004

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)

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 **Probationary employee**.



Classification B

Able to perform all the tasks at classification A and 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 or limited 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 all the 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 all the tasks at all lower classifications if and when required, or employees classified at level C who have limited supervision responsibilities. Also 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 all the tasks at all lower classifications if and when required. Also 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 all the tasks at all lower Levels if and when required and undertake higher supervision responsibilities than those at classification E. Also 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.



4. **SUPERANNUATION**

- (a) The company will agree to give employees an option to have their superannuation guarantee payments paid into the Boral BEST fund or into the registered industry superannuation fund as agreed C+Bus.

No transfer fees or charges will be imposed on the roll over of monies from the Boral BEST fund.

- (b) **Employment Retirement Fund**

In addition to the above rates the Company will pay (as occupational superannuation), an amount equal to 8% 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.

5. **TRAINING**

The Company acknowledges its commitment to provide for its employees career paths and access to more varied, fulfilling and better paid jobs through training. 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. The Agreement is based, where skills allow, on removing all relevant demarcation from the plant.

6. **QUALITY ASSURANCE, KEY PERFORMANCE INDICATORS/CONSULTATION.**

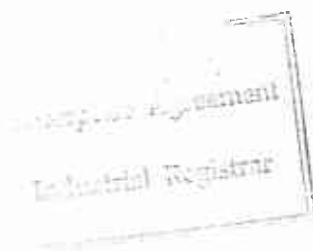
The parties recognise the need to participate in Quality Management Systems and Procedures for the improved productivity and efficiency of the Plant.

7. **LABOUR HIRE**

The company does not intend to casualise the workforce. Labour hire and casual employees employed in full time positions will be engaged for a period of no longer than 3 months. At the end of 3 months the employee may be offered a full time position.

For specific projects casuals or labour hire may be employed for a fixed period of time to undertake the project. The nature of the project and the number of casuals of Labour hire employees will be discussed and agreed with by the Employee Consultative Committee ("ECC") prior to the commencement of the project.

In addition, where there is insufficient ongoing interest from permanent employees, casuals or labour hire employees can be utilised in an on going capacity to cover regular daily and weekend overtime, where there are insufficient permanent employees prepared to cover this work.



8.

OVERTIME

The parties agree that all employees will work a regular reasonable amount of overtime when required.

9.

SICK LEAVE

- (a) The sick leave provision will be enhanced for the following situations:
- On retirement from work employees who are aged 55 and over and who have sick leave accrued in excess of 128 hrs will have the days, in excess of the 128 hrs paid out up to a maximum of 25 days.
 - On termination by way of redundancy or death up-to a maximum of 25 days of accrued sick leave will be paid out.

(b) No employee shall be entitled to sick leave for rostered time off due to the 38 hour week.

10.

ANNUAL LEAVE

Annual leave shall be allowed to all employees as provided by the Annual Holidays Act 1944, as amended, except as provided for in appendix A kiln operators

11.

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.

12.

SHIFT ALLOWANCE

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.

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.

13.

PROTECTIVE CLOTHING

The Company agrees to provide Employees with protective clothing and equipment appropriate to the work.

The parties agree that where protective clothing and equipment is supplied or issued to employees the employees shall wear/use the equipment or clothing.

Protective Equipment

Protective Equipment, for example safety glasses and respiratory protection will be issued or supplied by the company where company policy or a risk assessment indicates it is required. The type of equipment issued or supplied will be ascertained by risk assessment.

14.

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.**

15.

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.

16.

REDUNDANCY

Redundancy provisions will be increased. The following scale will now apply:

Up to 22 years of service 3 weeks for each completed year of service.

From 22 years of service 2 weeks for each completed year of service up to a maximum of 78 weeks ordinary pay.

Provided if any employee is entitled to a gratuity or at severance pay in accordance with the Award then the Award would apply.

17.

**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.
- (d) 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.
- (e) All employees and parties to this Agreement are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

18. GRIEVANCE PROCEDURE

COMPANY AND 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:

- (a) The employee will notify the immediate supervisor, in writing, the substance of the grievance, request a meeting, and state the remedy sought.
- (b) The supervisor (or the next available manager) will discuss the grievance with the employee in an effort to resolve it. The employee may be represented by an industrial organisation of employees.
- (c) 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.
- (d) 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.
- (e) The employee may seek leave to have the matter referred to the Industrial Relations Commission.
- (f) 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.
- (g) 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.



19. UNION REPRESENTATIVE

- (a) If there are employees in the plant who are members of the Union, an employee appointed as Union delegate shall be recognised by the Company as an accredited representative on receiving notification of such appointment by an accredited official of the Union.
- (b) Any matter affecting members of the Union may be investigated by the delegate and discussed with a representative of the Company.
- (c) If a matter in dispute is not settled the delegate shall, on request, be allowed access to a telephone for the purpose of notifying the Union.
- (d) The Company shall provide a notice board for the purpose of notifying members of the business and meetings of the Union, and any such notice shall be authorised by the Secretary of the Union.
- (e) Where required, the delegate shall undergo training in Industrial Relations and Award interpretation, for a maximum of two days paid leave per year.

20. RDO CHANGES

The current RDO system is to be modified with the changes being:

- RDOs are allocated to a set day as indicated by the roster drafted by Management in consultation with the ECC.
- If an RDO is not taken on the day allocated then in lieu of the day off the RDO will be paid out at time and one half of the ordinary time rate for the employee's position.
- If overtime is worked on allocated RDO days it shall be paid at double the time rate for the employees position.
- RDO accrued up to the 31st December 2001 will be paid out at time and one half of the ordinary rate for the employee's position.

21. PAYROLL DEDUCTION OF UNION DUES

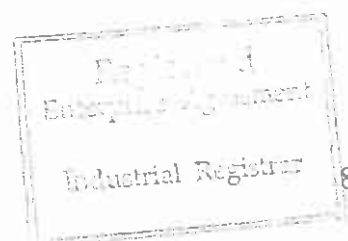
The company will continue to deduct Union dues from the employees pay if the employee provides a signed authority.

Notification of intent to withdraw this authority is to be given in writing to the Union Secretary with a six-month notice period.

22. LONG SERVICE LEAVE

Long service leave will accrue at the rate of 0.867 weeks per year (13 weeks/15 years) for the first 7 years .

The increased accrual does not apply to accruals prior to 1 January 2002. Long service leave will accrue at the rate of 1.3 weeks per year after 7 years effective from 1 January 2002. Long service leave will be accessible after 10 years service and will be paid pro rata after 7 years.



This clause will not be used as a precedent in any other agreements with Boral.

23. EMPLOYEE UNDERTAKINGS

The following undertakings are given by employees in return for a 4% per-hour increase as set out in Table 1 **Part B Monetary Rates**

The percentage increase given also recognises the employees contributions to savings, innovation and willingness to participate in change.

- (a) The employees agree to a three year Enterprise Agreement.
- (b) KPI's will be adopted as a means of assessing productivity and efficiency gains and linking these directly to a 'MATRIX' (refer item 5 Table 2 and MATRIX in Table 3) to determine the KPI Allowance.

These KPI Allowance may vary on a quarterly basis, each quarterly assessment being a revue of the previous three months performance . The KPI allowance will be paid per week per employee.

The performance must improve continuously to attain increases, no improvement gives zero increase, any deterioration in performance will result in a reduction of the KPI allowance. However the employees cannot be disadvantaged by the KPIs to a position where they lose money from the base rates as laid down in the classification levels in clause 3, classification of skills and Rates of Pay.

- (c) The pay week can be changed by mutual agreement of employees and employer.
- (d) Agreed starting and finishing times to be strictly observed with no provision for walking and wash up time.
- (e) All employees will accept the company's rehabilitation program. Employees to agree with, and participate in, the company's rehabilitation procedures and programs.
- (f) The employees are willing to co-operate when altering the hours of work to suit the company's needs to run the operation
- (g) Employees are willing to participate in change and work to achieve self managed work teams .
- (h) Employees are to assist the company with Occupational Health and Safety and Environmental compliance and company safety improvement plans and programs as well as fully participating in such programs.

No restriction to the placement or transfer of employees in the workplace (subject to skills) refusal to transfer may result in a rate reduction.

Employees agree to maintain projected budgeted production volumes (30 million PA).

All employees contribute positively through consultative committees to achieve the following:

1. The control of new and advanced production processes.
 2. Assist in the planned preventative maintenance program.
 3. Data Collection.
 4. Documentation
 5. Monitoring.
- (i) Kiln operators agree to actively participate in the multi skill training program during and after the full Citect project has been successfully commissioned to enable full utilisation of site labour.

24. ANTI-DISCRIMINATION

It is the intention of the parties bound by this agreement 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 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 agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation,
- (b) offering or providing junior rates to persons under 21 years of age,
- (c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the Anti- Discrimination Act 1977 (NSW),
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

Table 1 - Weekly Rates

Classification	Award as at 01/01/02 \$	With 4% increases		
		1 st Year	2 nd Year	3 rd Year
A	447.60	468.94	487.69	507.20
B	464.50	490.26	509.87	530.26
C	477.50	497.33	517.22	537.91
D	492.50	515.11	535.72	557.15
E	517.40	554.63	576.82	599.89
F	N/A	577.41	600.50	624.52

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$		
			1 ST Y	2 ND Y	3 RD Y
1	10	Work in excess of two hours overtime			
		- first meal	7.11	7.40	7.69
2	16	- each subsequent meal	5.90	6.13	6.38
		Rotating afternoon-night or permanent afternoon shift	15%	15%	15%
3	18	Handling manganese dioxide	0.45	0.47	0.48
4	19	First Aid allowance	cents/hr	cents/hr	cents/hr
			8.55	8.89	9.25
5	27	KPI Achievement employee increase	week	week	week
			Per	Per	Per
6		Travel Allowance	matrix	matrix	matrix
			0.58	0.61	0.63

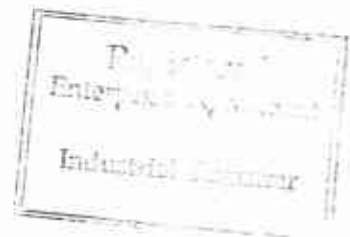


Table 3 - KPI Matrix

ALBURY KEY PERFORMANCE INDICATORS (NEW CALCULATION INCLUSIVE OF 4%)													
INDICATOR SCORE	SAFETY/PA INCIDENTS	\$/MAN/ WEEK	EFFICIENCY %	\$/MAN/ WEEK	QUALITY %	\$/MAN/ WEEK	ATTENDANCE DAYS ABSENT	\$/MAN/ WEEK	CUSTOMER COMPLAINTS/MTH	\$/MAN/ WEEK			
10	0	16.33	95	10.55	100	25.68	0	4.71	0	9.69			
9	1	14.70	94	9.48	99	23.11			1	8.72			
8	2	13.06	93	8.43	98	20.54	1	3.74	2	7.75			
7	3	11.43	92	7.37	97	17.97				6.78			
6	4	9.80	91	6.32	96	15.40	2	2.81	3	5.81			
5		8.16	90	5.27	95	12.50				4.85			
4	5	6.53	89	4.21	94	10.26	3	1.87	4	3.87			
3	6	4.90	88	3.16	93	7.70				2.90			
2	7	3.27	87	2.10	92	5.13	4	0.94	5	1.93			
1	8	1.63	86	1.05	91	2.56			6	0.97			
0	9	0	85	0	90	0	5	0	7	0			
-1	10	-1.63	-84	-1.05	89	-2.56			8	-0.97			
-2	11	-3.27	-83	-2.10	87	-5.13	6	-0.94	9	-1.93			
-3	12	-4.9	-82	-3.16	86	-7.7				-2.90			
-4	13	-6.53	-81	-4.21	85	-10.26	7	-1.87	10	-3.87			
-5		-8.16	-80	-5.27	84	-12.50				-4.85			
-6	14	-9.8	-79	-6.32	83	-15.40	8	-2.81	11	-5.81			
-7	15	-11.43	-78	-7.37	82	-17.97				-6.78			
-8	16	-13.06	-77	-8.43	81	-20.54	9	-3.74	12	-7.75			
-9	17	-14.70	-76	-9.48	80	-23.11			13	-8.72			
-10	18	-16.33	-75	-10.55	79	-25.68	10	-4.71	14	-9.69			



Table 4 - Classification / Skills

**BORAL BRICKS ALBURY
CLASSIFICATION**

COMPETENCY SKILLS	DEGREE OF DIFFICULTY	CLASSIFICATION
GENERAL HAND /TRAINEE (3 MONTHS)	0	A - 0-3
LOADER	3	B - 4-9
CLAY PREPARATION / WET PAN	2	C - 10-15
EXTRUDER	3	D - 16-21
FINGER CAR	3	E - 22-27
SETTING MACHINE	4	F - 28-33
KILN / DRYER	4	
TRANSFER CAR	1	
KILN CAR MAINTENANCE	1	
GRAVELY	1	
DEHACKER	3	
DEHACKER FORKLIFT	2	
DESPATCH FORKLIFT	2	
GENERAL FORKLIFT (LICENCED)	2	
DIE MAINTENANCE /WELDING	1	
MAINTENANCE FITTERS	E	
MAINTENANCE FITTERS SPECIAL SKILLS	F	
KILN OPERATORS PERMANENT	AS ALLOCATED	

APPENDIX A

KILN OPERATORS

The following clauses will apply to the kiln operators

Sick Leave

Sick leave entitlements shall be sixty four hours per annum and for the purpose of this agreement one day shall mean twelve ordinary hours.

In the event of a kiln operator being absent or reporting sick the off duty kiln operator shall have first option to work the shift, if practical, and be paid overtime.

Overtime

It is agreed by the parties that off duty kiln operators will be given the opportunity to work overtime in the plant and payment will be based on 'B' classification rates per award penalty rates.

Multi skilling

Due to the implementation of the Citect project and the multi skilling of kiln operators, the extra man hours gained through this roster may be used to broaden the flexibility of jobs and duties within the work place on any given day.

Annual wages (Based on the 'B' classification rate Refer Part B Monetary Rates)

The annual wages for kiln operators shall be based on 12 hour shifts of rotating day/ night over seven days per week ' 47 weeks worked , with 5 weeks annual leave. The annual wage is inclusive of shift allowances , penalty rates and annual leave loading.

The kiln operators participate and share in the KPI allowances.

Annual leave

Annual leave shall be based on 216 hours per year to be debited as follows:
216 hours /12 hours (shift time) = 18 days.

Annual leave to based on working days from the kiln roster.

Kiln Operator Undertakings 27.2.99

The following undertakings are given by kiln operators in return for a per hour increase set out in **Part B Monetary Rates**.

Agree to carry out product development /quality control functions per procedures as follows:



APPENDIX A (CON'T)

- (a) Dried product size and quality inspections.
- (b) Cold water absorption tests on product out of the kiln.
- (c) Measure and document fired product sizes.
- (d) Assist with the preparation and testing of clay bodies for product development.
- (e) Assist with the development and monitoring of new drying and kiln processes in conjunction with the new Citect project.
- (f) Carry out general cleaning on the kiln / dryers and surrounds and assist with the clean up of heavy spillage areas from kiln cars or under machines during non production periods.

APPENDIX B

KILN ROSTER

12 HR SHIFTS:

DAY - 6AM TO 6PM
PM TO 6AM

NIGHT - 6

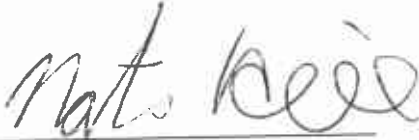
DAY	A	B	C	D
M	D	N	OFF	OFF
T	D	N	OFF	OFF
W	D	OFF	OFF	N
T	OFF	OFF	D	N
F	N	OFF	D	OFF
S	N	OFF	D	OFF
S	N	OFF	D	OFF
M	OFF	D	N	OFF
T	OFF	D	N	OFF
W	N	D	OFF	OFF
T	N	OFF	OFF	D
F	OFF	N	OFF	D
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S	OFF	N	OFF	D
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W	OFF	N	D	OFF
T	D	N	OFF	OFF
F	D	OFF	N	OFF
S	D	OFF	N	OFF
S	D	OFF	N	OFF
M	N	OFF	OFF	D
T	N	OFF	OFF	D
W	OFF	OFF	N	D
T	OFF	D	N	OFF
F	OFF	D	OFF	N
S	OFF	D	OFF	N
S	OFF	D	OFF	N



SIGNATORY DOCUMENT

EXECUTED by the parties as an agreement

This document has been agreed upon and signed on behalf of the **Boral Bricks Albury Employees** by the site **FBT&PU** representative at the Boral Bricks Albury Plant.



Representative

NATHAN HILL

Name (Please Print)

Signed for
BORAL BRICKS PTY LTD (ALBURY)
by its representatives in the presence of:


Representative

G. J. RICHARDS

Name (Please Print)

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


Representative

T. Metksham

Name (Please Print)

