ENTERPRISE AGREEMENT

NO. EA 98/160

DATE REGISTERED. 18-5-98

PRICE \$.36-00

REGISTER OF ENTERPRISE AGREEMENTS

Registered Enterprise Agreement

Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/160

TITLE: The Austral Bricks Production Workers' Agreement 1998

I.R.C. NO: 98/2239

DATE APPROVED/COMMENCEMENT: 18 May 1998

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TERM:

NEW AGREEMENT OR VARIATION: New

24 months

MINION.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to production employees engaged in the manufacture of clay bricks and pavers.

PARTIES: Austral Brick Company Pty Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch

BEFORE THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

RE: ENTERPRISE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

The Austral Brick Company Pty Limited, Federated Brick, Tile and Pottery Industrial Union of Australia (NSW Branch) and Others

This Agreement shall be known as THE AUSTRAL BRICKS PRODUCTION WORKERS' AGREEMENT 1998

1. PARTIES

The Austral Brick Company Pty Limited, (the Company) and The Federated Brick, Tile and Pottery Industrial Union of Australia (NSW Branch), (the Union).

2. APPLICATION

This Paid Rates Agreement is binding on The Austral Brick Company Pty Limited, The Federated Brick, Tile and Pottery Industrial Union of Australia (NSW Branch) representing their members, production employees of the Company, and production employees of the said Company in respect to employment conditions and rates of pay for the Company's production employees engaged in the manufacture of clay bricks and pavers.

3. PERIOD OF OPERATION

This Agreement will operate from the first pay period after approval by the Industrial Relations Commission of New South Wales namely,_______1998 and will continue in force for a period of two years thereafter, subject to the provisions of the New South Wales Industrial Relations Act 1996.

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4. SCOPE

This Agreement will cover all employees engaged in the production of clay bricks and pavers. It will not apply to maintenance employees who work in or in connection with such manufacture.

This Agreement is to be read and interpreted in conjunction with the *Brickmakers and Assistants (State) Award* (the Award). It contains some additions and/or modifications to the rates and conditions of that Award. Where there is any inconsistency between this Agreement and the Award, the Agreement will prevail.

5 OBJECTIVES

- (a) The objectives of this Agreement are to continue to facilitate:
 - (i) flexible working hours
 - (ii) workplace productivity
 - (iii) the development and maintenance of the most productive and harmonious working relationship obtainable.
- (b) An important factor in reaching the above objectives is the continued development of the working environment where all parties are involved in the decision making process. Both management and employees are committed to a continuation of positive co-operation in implementing work practices that are flexible and meet the requirements of the Company.

6 WORKPLACE EFFICIENCY

(a) It is the objective of the parties to this Agreement to continue to implement workplace practices providing for more flexible working arrangements to improve the efficiency and productivity of the Company, enhance skills and job satisfaction, and assist positively towards making the Company a more efficient enterprise.

7 <u>CAREER PROGRESSION AND TRAINING</u>

- (a) The parties to this Agreement continue to recognise that a strong commitment to skill development is required in order to increase efficiency and productivity.
- (b) Opportunities will be made available, wherever practicable, to enable employees to develop skills and competencies for progression through the classification structure.
- (c) Employees will be encouraged to progress to the highest level personally attainable, consistent with the needs of the enterprise.
- (d) When a new employee commences at a high level due to particular skill requirements, that employee must "backfill" lower level skills within 12 months in order to ensure full flexibility of the enterprise.

8 CASUAL EMPLOYMENT

(a) Casual labour may be employed on the basis of 1 casual employee to every 20 full time employees in a particular week. (This basis may be reviewed by the Consultative Committee).

Such casual employees may be used to cover:

- employees on annual leave or extended sick leave,
- employees undergoing training requirements, and
- the need to supplement labour during peak load periods,

provided that

- (i) they are not used to replace full time employment and normal overtime,
- (ii) they only work overtime after all full time employees have declined to work overtime, and
- (iii) whilst they are employed there will be no retrenchments of full time employees.

Where possible the Consultative Committee will be notified prior to the employment of casual labour.

(b) A casual employee is one specifically engaged as such and paid a loading of an additional 20% on the wage rate prescribed in this Agreement. This loading is in lieu of non-payment for sick leave, public holidays and annual leave.

9 HOURS (DAY WORKERS

Registered Enterprise Agreement

- (a) The ordinary hours of work (except for burners) will be 38 per week.
- (b) Ordinary hours will be worked (except at Eastwood Plant) between the hours of 6am and 6pm with a maximum of 8 hours (apart from meal breaks), worked consecutively, on any one day.

 However, ordinary hours may be worked in the period Monday to Sunday by agreement between the Employer and the employees, provided that employees will not be required to work in excess of 12 consecutive hours per day (apart from meal breaks).
- (c) Ordinary hours at Eastwood Plant will be worked on the basis of 7.6 consecutive hours each day (apart from meal breaks), Monday to Friday.
- (d) The Plant Manager may fix the starting time in the Plant Manager's Yard within the limitations in subclause (b) above, and may alter it from time to time either with the consent of the employees or by posting the alterations in a convenient place.
- (e) Employees will be provided with a meal break of not less than 20 minutes nor more than 30 minutes no longer than 5 hours after commencing work. The morning rest period will be deemed as time worked.
- (f) If an employee or group of employees is required to work during their usual meal break, due to an emergency or for the purpose of maintaining production, they will be allowed to take their meal break when the other employees have resumed work and relief is available.

10 SHIFT WORKERS

10.1 <u>DEFINITIONS</u>

- (a) "Continuous shift" means work carried on with consecutive shifts throughout 24 hours each day for at least six consecutive shifts.
- (b) "Seven day shift" means shift work, other than continuous shift work, rotating across 24 hours of each day and seven days of the week.

10.2 HOURS OF WORK AND ANNUAL LEAVE

(a) The ordinary hours of shift workers will be 38 per pay period and each shift will not exceed 8 consecutive hours inclusive of a paid meal break. However, if the Employer and the employees agree, a greater number of hours may be worked providing that employees are not required to work in excess of 12 consecutive hours per shift.

- (b) In Plants 1,2 and 3 shifts Monday to Friday are to be equal 8 hour shifts with no overlap except that the one short shift per week is to be of 6 hours duration. Lunch period is to be 20 minutes and paid tea break to be 10 minutes
- (c) The starting and finishing time for shift workers will be set by the Employer to best service the effective operation of the plant.
 However, the Employer may alter the starting and finishing times and vary the shift overlap times in any Plant in order to enable a factory to respond flexibly and maximise production in the pattern of demand for the Company's product.
- (d) Sub-clause (b) above will not apply to the work of hand setting inside kilns or hand drawing and/or classing inside kilns except where such work is necessary in emergency or breakdown of equipment or plant.
- (e) Rosters will be provided to enable weekly rotation and equity. An employee's place on a roster will not be changed with less than 48 hours notice unless payment of penalty rates is made.
- (f) Employees will observe punctuality for start times by clocking on prior to their normal shift at a time which will allow them to be at their place of work at the start time so that machines do not stop on shift changes.
- (g) A continuous or seven day shift worker will have added to the worker's annual leave period, one extra day for any holidays (as prescribed by the Award) which fall within the leave period.

10.3 OVERTIME

- (a) An employee who is engaged on shift work for less than five shifts in any working week will be paid overtime rates for the time worked as a shift worker in that particular week. Overtime rate will be as per Clause 6(ii) of the Award.
- (b) The above overtime penalty will not apply if:
 - (i) the employee has been engaged on continuous shift work for more than one week, or
 - (ii) the Employer and the employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, or
 - (iii) The lesser number than five shifts worked is due to the action of the employee, or
 - (iv) the employee is a regular burner or tunnel kiln operator to whom Clause 21(vi) of the Award applies

11 SICK LEAVE

- (a) An employee, other than a casual 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 of 5 days in the first year of service and 8 days for each subsequent year of service, subject to the following:
 - (i) Sick leave taken during the first 3 months of employment (which satisfies the other provisions of this clause) will only be paid for after the employee has been employed for 3 months.
 - (ii) No payment will be made for any absence for which workers' compensation is paid.
 - (iii) The employee will not be entitled to payment in respect of any time lost on an ordinary working day on which, had the employee attended for duty, the employee would not have been required to work.
 - (iv) The employee will advise the Company of the expected absence and state, as far as practicable, the nature of the illness or injury, within 24 hours of the commencement of the absence.
 - (v) For absences of 3 single days or more in any sick leave year the employee will provide satisfactory evidence of the illness or injury.
 - (vi) The yearly entitlement of sick days will apply to the sick leave year commencing 1 January 1974 and continue thereafter. Continuous service with an employer prior to this date will be taken into consideration in assessing an employee's sick leave entitlements.
 - (vii) An employee will not be entitled to sick leave for rostered time off due to the 38 hour week pattern of work.
 - (viii) Any untaken sick leave at the end of each year's continuous service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave except as provided in sub-clause (ix).
 - (ix) In place of adding the accumulation to the entitlement, the employee may apply for a bonus made up of wages equivalent to the outstanding days of the current year's entitlement plus \$25 for each full day of untaken sick leave during the current year.
 - (x) The sick leave entitlement for each year of service will be calculated as follows:
 - * For employment commenced on or before 27 July 1983 the period from 1 January to 31 December of each year.
 - * For employment commenced after 27 July 1983 each 12 months period from the date of commencement.
- (b) Continuous service will be deemed not to have been broken by absence on sick leave which meets the above requirements.
 - It will also be deemed not to have been broken in the case of leave of absence granted by the Employer or other reasonable cause (proof of which will be on the employee.

12 WAGES

- (a) Wages will be paid by EFT on Thursday of each week. Changes may be made to accommodate unusual situations or circumstances providing they are in accordance with the Industrial Relations Act 1996.
- (b) This Agreement provides for an immediate wage increase of \$20 per week for all purposes of the Agreement. The Leading Hand Allowance only will be indexed to the Consumer Price Index.
- (c) KPI's will be adopted as a means of assessing productivity and efficiency gains and linking these directly to the relevant Plant's matrix (see attached) to determine the "Average Quarterly KPI Allowance". These KPI Allowances will vary on a quarterly basis, each quarterly assessment being a review of the previous 3 months' performance.
- (d) In addition to the above, existing production bonus payments will continue to be available.
- (e) A further increase in wages for all purposes of the Agreement will be available from a date 12 months after the date of approval of this Agreement by the Industrial Relations Commission. This increase will be whichever is the greater of:
 - the average quarterly KPI Allowance resulting from the first year of operation of the Agreement, or
 - (ii) \$20 per week.
- (f) During the second year of operation of this Agreement further KPI increases will be rement paid in accordance with the procedures set out in sub-clause (c) of this clause.

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13 PUBLIC HOLIDAYS

(i)

When a public holiday falls on a day where ordinary hours are worked, it will be classed as that day and no time off in lieu will be available to be taken on another day.

14 SAFETY BONUS

- (a) A safety bonus will be paid at either Plant 1, 2, 3 or Eastwood when the designated teams achieve a 3 month period without any team member having a lost time injury.
- (b) Bonus payments available will be as follows:

First 3 months	\$20
Second 3 months	\$30
Third 3 months	\$50

15 <u>DISCIPLINARY PROCEDURE</u>

The following procedure will be adhered to by the Company and the Employees:

- (a) Employees who exhibit unsatisfactory performance or behaviour will be counselled so that they understand the standards expected of them, and will be offered assistance and guidance in achieving those standards
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire 12 months after the anniversary date of the relevants tered warning

16 GRIEVANCE PROCEDURE

- A. Procedure in relation to a grievance of an individual employee:
- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of this discussion, the Employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.

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B Procedure for a dispute between the Employer and the Employees:

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



17 SIGNATORIES

As an indication of their acceptance of the terms and conditions of this Agreement, the parties have placed their signatures below.

Signed for The Austral Brick Company Pty Limited

Date: 13-3-98

Signed for the Federated Brick Tile and Pottery Industrial Union of Australia (NSW Branch)

Date

Signed on behalf of employees of Plant No.1

Signed on behalf of employees

Signed on behalf of employees of Plant No.3

Signed on behalf of employees

of Eastwood Plant The COMMON SEAL of

THE AUSTRAL BRICK

was hereto affixed by authority of the Board in the presence of:-

ACIR-0281-12/03/98

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Registered Enterprise Agreement

Industrial Registrar

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\$1393.5 (TOTAL)

WEEKLY PER LTI WEEKLY SHARE SAVINGS AVAILABLE \$1,684.17 \$5,052.50 \$0.54

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1/3 SHARE

ATTENDANCE488 DAYS IN 11 MTHS

532 P/A @

193.5

WEEKLY SHARE SAVINGS AVAILABLE \$102,942.00 1/3 SHARE \$34,314.00

COMPLAINTS 78 IN 6 MONTHS COSTING \$23137

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\$46,274.00

\$15,424.67

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156

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CRISITIS % % % % AMANAWK O \$MANAWK \$MANAWK \$MANAWK Waste \$MANAWK absent \$MANAWK nos./mth \$MANAWK 0 2.08 51 13.60 100 7.78 0 7.45 0 12.38 0 1 1.56 48 9.52 99.6 6.81 0 7.45 1 11.14 2 2 1.04 48 9.52 99.6 6.81 0 3 8.67 5 2 1.04 46 6.80 98.8 4.86 0.4 5.32 4 7.43 6 3 0.52 43 2.72 97.6 1.94 1 2.13 8 2.48 10 4 42 1.36 97.2 0.97 1.2 1.06 9 1.24 11	0.0	3 -	000	10	0.00	1.4	0.00	96.8	0.00	41	0.00	4	
Colamns %	0.0	1 2	124	9	1.06	1.2	0.97	87.2	1.36	42	2		-
Ciaims % % % % % % % % %	0.0	100	2 48	00	2.13	-	1.94	97.6	2.72	43	70.0	c	- 1
Claims %	0 0	00	3 71	7	3.19	0.8	2.92	88	4.08	44		3	ی د
Column C	0 0	20 -	4 95	6	4.26	0.6		98.4	5.44	45			4 د
Claims % % % % Complete Cost Complete W/comp \$\text{\$MANWK} 0	9	7	6 19	S.				98.8	0.80	90	1.04		
Claims % % % % Comp.	0	5	7.43	4	5.32	0.4		7.88	0.10	10	4 22	3	J.
Claims % % % % Comp.	0	5	8.67	u				00.0	20.00	47			6
Wicomp \$\text{\$MANWK} 0	0.	4	9.90	2	6.39	2.0		00.0	9 52	48	1.56		7
claims % % % ≥ days w/comp \$.MANWK 0 \$.MANWK firsts \$.MANWK waste \$.MANWK absent \$.MANWK 0 2.08 51 13.60 100 7.78 0 7.45 0 12.38 50 12.24 100 7.78 0 7.45 0 12.38	0.23	2	11.14			2		00 8	10 88	49			æ
w/comp \$MANWK 0 \$MANWK firsts \$MANWK waste \$MANWK absent \$MANWK	0	0	12.30						12.24	50			9
w/comp \$MANWK 0 \$MANWK firsts \$MANWK waste \$MANWK absent \$MANWK		' I	2		E 745	0	7.78	100	13.60	51	2.08	0	10
Claims % % Rep days	NAMA		SMANWK		MANMAK	waste	SMANWK	firsts	SMANWK	0	VAAANIVAAA	dunoam	
	5/17	0001.00			Re	%		%		8	2000000	CIBITIS	SCORE
SAFETY EFFICIENCY QUALITY 50 8 ATTENDANCE	WDI AIN	CUST CO	ANCE		gi ise		QUAL		7	EFFICIENC	7	SAFE	MUCATOR

MANNING

73

SAFETY

1997 4 LTI'S

DAYS LOST 4

COST \$5416 (W/COMP) COST \$1|7286(W/COMP) \$774(WAGES) \$6190 (TOTAL)

1996 4 LTI'S DAYS LOST 123

WEEKLY SHARE 1/3 SHARE SAVINGS AVAILABLE \$23,638.25

WEEKLY PER LTI

\$7,879.42 \$2.08 \$0.52 Registered Enterprise Agreement Industrial Registrar\$23800.5WAGES)

EFFICIENCY STD PRODN WEEK 107.5HRS,LESS ONE SHIFT FOR MAINT. EFFICIENCY SAVINGS AVAIL. 5MAINT@\$17*8 + 2PRODN@\$13*8 1/3 SAVINGS = \$715 FOR A 7.2% IMPROVEMENT PER %/MAI TIMES O/T FACTOR(1.75) TIMES O/HEAD RATE(1.38) CURRENT EFF. 41% EFF. ON 21676 AVE PRODN.(14 WEEK AVE) 2167000/WEEK RATE PER/HR \$2,144.52 48.20% 21676

100

ASP/COST

QUALITY STDS TOTAL WASTE SECONDS 38956681 37698883 546278 711520 FIRSTS 196.84 248.72 WASTE \$121,794.33 \$84,880.68 \$36,913.66 96.8% 1.4% 1.8%

WEEKLY PER % WEEKLY SHARE SAVINGS AVAILABLE 1/3 SHARE \$88,592.78 \$29,530.93 \$7.78 \$28,293.56 \$84,880.68 ANNUALISED(12/5) \$5.32 \$7.45

ATTENDANCE710.6 DAYS IN 11 MTHS

765 P/A @

\$148,027.50 \$49,342.50

COMPLAINTS 70 IN 6 MONTHS COSTING \$18656 WEEKLY SHARE 1/3 SHARE SAVINGS AVAIL \$1.24

1114

WEEKLY SHARE

1/3 SHARE

SAVINGS AVAILABLE

\$37,312.00

\$12,437.33

\$0.02

37312 P/A <u>N</u>O.

140

AVGE.DAYS/MAN

10.5

AVGE.CRS/MTH

12

1998-1999, KEY PERFORMANCE INDICATORS

2	1705.33		49503.75		256076.52				17455.08	1/3 SAV. SYR
5 -0.05		4 -8.14			79			-2.85	12	-10
			23	-64.25	80					-9
5 -0.04	4.5	-5.81		-56.60	81					å
				-48.95	82			-2.13	13	-7
4 -0.03		-3.49		-41.31	83					ტ
		-2.32		-33.66	84			-1.42	10	-5
-0.02	3.5		18	-26.01	85					4
		0.00	17	-18.36	86					۵
-0.01	u		16	-10.71	87			-0.71	11	-2
			15	-3.06	88					-1
0.00	2.5	0.00	14	0.00	88.4	0.00		0.00	8	0
		1.16	13	4.59	88	4		0.71	7	1
0.01	2		12	12.24	90			1.42	6	2
		3,49	11	19.89	91	In		2.13	5	3
0.02	1.5	4.65	10	27.54	92	ne du	1			4
		6.97	8	35.19	93	Pi	R	2.85	4	5
0.03	1	9.30	6	42.84	94	ial	100	3.56	3	6
		11.62	4	50.48	95	A		4.27	2	7
0.04	0.5	13.95	2	58.13	96	ere gre		4.98	4	œ
		15.11	_	65.78	98	em tra	1			8
0.05	0	16.27	0	81.08	100	ent		5.69	0	10
SMANWK	nos./mth	SMANWK	absent	SMANWK		SVMANWK	0	XWWWWX	w/comp	
			days		%		%		claims	SCORE
1	COST. COM Dans	IENDANCE		7	QUALITY	CY	EFFICIENCY	Y	SAFETY	INDICATOR

Tak

TOTAL \$ 52365.25

768229.56

148511.25

5116.00

OMPLAINTS	TTENDANCE	Disposit programme	QUALITY	EFFICHENCY	p#	SAFETY	MANNAM
SAVINGS AVAILABLE \$5,116.01 1/3 SHARE \$1,705.3: WEEKLY SHARE 5% \$0.0	SAVINGS AVAILABLE STAVENDANCE STAVINGS AVAILABLE STAVENDANCE SHARE WEEKLY SHARE	SAVINGS AVAILABLE 1/3 SHARE WEEKLY SHARE WEEKLY PER %	STDS 9476000 SECONDS 0 WASTE 1239000 TOTAL 10715000	SAVINGS AVAILABLE 1/3 SHARE WEEKLY SHARE WEEKLY PER LTI	1998 9LTI'S	1997 8 LTrs	56.5
\$5,116.00 \$5,1705.33 \$1,705.33	\$148,511.25 \$49,503.75 \$1.16	\$768,229,56 \$258,076.52 \$88.73 7.85	ASP/COST 389.19 258.35	\$52,365.25 \$17,455.08 \$6.05 \$0.71	DAYS LOST 242	DAYS LOST 91	01
5116 P/A	767.5 P/A @	ANNUA	\$0.00 \$320,095.65 \$320,095.65	Registered Enterprise Agreement Industrial Registrar			
NO. 30	193.5	ANNUALISED(12/5)	88.4% 0.0% 11.8%		\$40730.5 (TOTAL) COST \$17173 (W/COMP) \$46827 WAGES) \$64000 (TOTAL)	COST \$23122 (W/COMP) \$17608.5(WAGES)	45

AVGE.CRS/MTH

2.5

AVGE DAYS/MAN

13.8