

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/179

**TITLE:** Boral Bricks Badgerys Creek Enterprise Agreement 2001

**I.R.C. NO:** 2002/1669

**DATE APPROVED/COMMENCEMENT:** 4 April 2002/1 July 2001

**TERM:** 30 June 2004

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA99/159

**GAZETTAL REFERENCE:** 24 May 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged pursuant to 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

Schedule A

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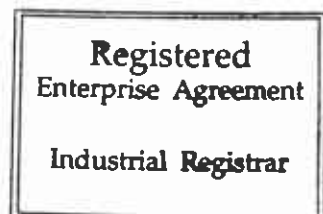
**1. Title**

This agreement shall be known as the Boral Bricks Badgerys Creek Enterprise Agreement 2001.

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**2. Arrangement**

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### 3. Area Incidence and Duration

- (a) This agreement shall be binding on:
- (i) Boral Ltd ("the Company"); and
  - (ii) the Union. For the purpose of this agreement the Union shall be the Federated Brick, Tile & Pottery Industrial Union of Australia, New South Wales branch.
- (b) This agreement shall apply to all employees of the Company engaged on work by the following award:
- (i) Brick & Paver Industry (State) Award
- (c) This agreement shall come into force on the first pay period on or after **1 July 2001** and remain in the force for a period of 3 years.

*31 June 2004*

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### 4. Relationship to Parent Award

This agreement shall be read in conjunction with the Brick & Paver Industry (State) Award.

It is agreed by the parties to this award that where there is an inconsistency between a provision of this agreement and the award the provisions of this agreement shall prevail to the extent of the inconsistency.

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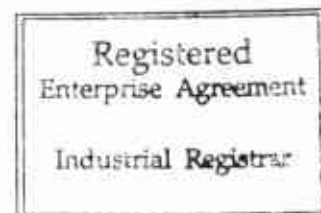
### 5. Entire Agreement

The parties to this agreement acknowledge that this agreement will replace the Boral Bricks Badgerys Creek Enterprise Agreement (IRC 2276 of 1999) and any other site agreement, whether written or not and whether registered with an industrial Tribunal or not. Further this agreement shall replace any work practices not covered by the agreement or custom and practice at the site.

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### 6. Skill Levels and Rates of Pay

- (a) Increased levels can be achieved by training on other skill-centres and acquiring extra skills. A skill-centre is classified as;
- (i) Loop 1 and surrounding areas, including front-end loaders ;
  - (ii) Extruder, Misia area;
  - (iii) Setter, Misia area;
  - (iv) Unloader;
  - (v) Kiln Transport, Quality Control.



Each skill-centre requires team members to achieve a level of competence in skills, knowledge and behaviour as outlined in the plant training manual.

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Team members must be competent in each level before proceeding to another level.

A team member must achieve a range of generic skills before moving through each level.

Generic skills are; (but not limited to)

- (i) Teamwork
  - (ii) OH&S
  - (iii) communication
  - (iv) Forklift
  - (v) Fault Finding
  - (vi) Minor maintenance
  - (vii) Crane Operation
- (b) Fitters and electricians with appropriate trade qualifications are expected to perform all breakdown repairs, work on projects, perform preventative maintenance as planned and document time, parts and all methods/procedures used. Those fitters on shift who have no breakdowns will work from a shift work sheet and or relieve machine operators during breaks and absences. As part of being a Maintenance/operator both fitters and electricians will assist in housekeeping as would any other employee.
- (c) The rates of pay in this agreement incorporate increases for productivity and efficiency improvements resulting from changed working conditions and work practices.
- (d) Rates of pay in this agreement are set out in Appendix "A".
- (e) Rates of pay and allowances will be increased as follows for the term of the agreement:

**Table 1:**

4% per year.

**Table 2:**

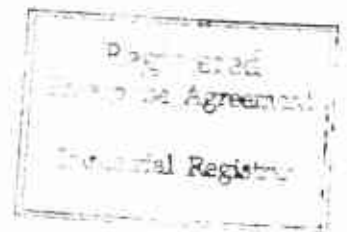
Year 1 - \$40 per week

Year 2 - \$50 per week

Year 3 - \$45 per week

The actual rates of pay are as set out in Table 2.

- (f) Rates of pay set out in table 2 Appendix A for continuous shift workers include all shift allowances, penalty rates RDO's and dirt money. Permanent shifts will require pay rate adjustment as in respect to the distribution of the 15% currently paid.
- (g) Pay rates in table 2 Appendix A will be paid on an average of 42 hours per week.



- (h) Current accrual of RDO's to be paid out at single time at start of new shift pattern for continuous shift workers as defined in clause 7.
- (i) Rates of pay in Table 1 Appendix A for the Yard Forklift Operators include the current shift (pro-rated from level 3) penalty such that the current spread of hours, being 5:30am to 6:30pm may be worked without attracting any further shift penalties.
- (j) For day workers RDO's are to be included as **reserve matter to trade off**.

#### **Skill Level 1 Definition - Entry Level**

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.

#### **Skill Level 2 Definition - 1 Skill Centre**

Able to perform tasks at Skill 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. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision.

#### **Skill Level 3 Definition - 2 Skill Centres**

Able to perform tasks at Skill Levels 1 and 2 if and when required. covers tasks requiring the setting up, operating, routine maintenance and quality control of all fixed and mobile machinery in at least two skill centres in the plant, or perform tasks that currently require one of the following extra skills viz., lathing of mills, greasing, laboratory/quality control. Workers under limited supervision.

#### **Skill Level 4 Definition - 3 Skill Centres**

Able to perform tasks at Skill Levels 1, 2 and 3 if and when required, or employees classified at Skill Level 3 who have limited supervision responsibilities. Covers tasks requiring the setting up, operating, routine maintenance and quality control of 3 fixed and mobile machines in skill centres in the Plant or the supervision of production employees in a specific work area or able to perform tasks at Skill Level 3 and be able to perform one of the following extra skills viz., lathing of mills, greasing, laboratory/quality control. Works under limited supervision.

#### **Skill Level 5 Definition-4 Skill Centres**

Able to perform tasks at Skill Levels 1, 2, 3 if and when required and undertake higher supervision responsibilities than those at Skill Level 4. Covers tasks requiring the setting up, operating, routine maintenance and quality control of fixed and mobile machinery in all areas of the plant as well as the leadership of production employees in specific work areas. Work under limited supervision.

### **Skill Level 6 Definition-5 Skill Centres**

Able to perform tasks at Skill Levels 1, 2, 3 if and when required and undertake higher supervision responsibilities than those at Skill Level 4. Covers tasks requiring the setting up, operating, routine maintenance and quality control of fixed and mobile machinery in **all areas** of the plant as well as the leadership of production employees in specific work areas. Work under limited supervision.

### **Skill Level 7 Definition-5 Skill Centres & Leadership Responsibilities**

Able to perform tasks at Skill levels 1, 2, 3, 4, 5 and 6 if and when required. Employees at this level are able to perform all extra skills required for Skill Level 6. Are capable of, and from time to time lead and accept responsibility for the production team according to specified standards of any work area of the plant, which include performing.

(a) Additional agreed tasks (as per skill Level 5)

(1) Loop 1

- (i) replace conveyor skirts on conveyor Nos. 1, 2A, 2B, 3, and 4.
- (ii) adjust wet pan scrapers

(2) MISIA

- (i) maintain chains on rollers - roller/conveyor Nos 44, 45, 46, 47, 51, 52.
- (ii) replace tombstone bearings
- (iii) replace broken gingers on turning device
- (iv) change indent rollers on green machine

(3) Setter

replace feed in benches - wear strip

- (4) (i) replace dehacker gripper rubber nos. 1 and 2.
- (ii) transfer gripper nos. 1 and 2
- (iii) replace broken or missing slats on conveyor nos. 13 and 14.

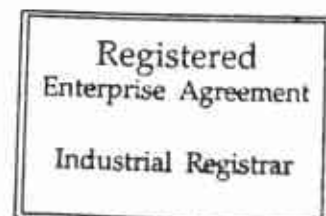
### **Skill Level M8 Definition - 1 Skill Centre**

Entry Level for a fitter or electrician with appropriate trade qualifications and no machine operation skills. The employee must be qualified in two (2) skill centres as defined in Skill Levels 1 to 6 before progressing to M9.

### **Skill Level M9 Definition - 2 Skill Centres**

A fitter or electrician with appropriate trade qualifications who is competent in and frequently operates two (2) skill centres. The employee must be qualified in three (3) skill centres as defined in Skill Levels 1 to 6 before progression to M10 or have an extra Trade qualification relevant to the needs of the operation of the plant. I.e. Hydraulics certificate and or pneumatics certificate.

### **Skill Level M10 Definition - 3 Skill Centres**



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A fitter or electrician with appropriate trade qualifications who is qualified in three (3) skill centres. The employee must be qualified in four (4) skill centres as defined in Skill Levels 1 to 6 before progression to M11 or have an extra Trade qualification relevant to the needs of the operation of the plant. I.e. Hydraulics certificate or pneumatics certificate.

#### **Skill Level M11 Definition - 5 Skill Centres**

A fitter or electrician with appropriate trade qualifications who is qualified in all skill centres and has extra Trade qualification relevant to the needs for the operation of the plant. I.e. Hydraulics certificate or pneumatics certificate. Able to perform tasks at Skill Levels 1, 2, 3, 4 and 5 if and when required. Employees at this level are able to perform all extra skills required for Skill Level 5 as defined in Skill Levels 1 to 6 as well as supervise and accept responsibility for the operation according to specified standards of any work area of the plant.

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### **7. Hours of Duty (Day Workers)**

- (a) The ordinary working hours, other than shift workers and yard forklift operators shall be 38 per week and shall not exceed 8 ordinary hours per day unless by mutual agreement, Monday to Friday inclusive, and worked between the hours of 5:30 am and 6:30 pm. A starting time earlier than 5:30 am or a finishing time later than 6:30 pm may be fixed by consent for an individual employee or with a group of employees.
- (b) If agreed between the Company and the employees a daily spread of ordinary hours, Monday to Sunday, may be worked; however employees will not be required to work in excess of 12 ordinary hours per day.

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### **8. Hours of Duty (Shift Workers)**

Shift Workers shall work either:

Continuous Shift means work carried on with consecutive shifts throughout 24 hours of each day with rotation across all seven days; or,

Seven Day Shifts means shift work, other than continuous shift work rotating across all seven days of the week, and;

- (a) Shift workers shall be regulated by roster providing for weekly rotation and equity. An employee's place on a roster shall not be changed except by 7 days notice of such change or payment of penalty rates.
- (b) Where the employee has been employed on shift work for more than one working week and the shift work terminates during a subsequent week, the Company shall be required only to pay such employee the appropriate rate for the shift work actually worked. In any event, where less than a full week's shift work is worked owing to the action of the employee, ordinary shift rates only shall be paid for the actual time worked.
- (c) The starting and finishing time for employees shall be set by consultation to best service the effective operation of the plant.

With respect to shift work, the parties to this agreement have agreed that there shall be, but not limited to, two shift systems at the site as follows:

- (a) The ordinary hours for shift workers will be **38 hours per week paid at an average of 43.2 hours per pay period** and each shift shall not exceed 12 ordinary hours per



shift inclusive of a paid meal break.

- (i) Shift workers shall work shifts on a rotating roster of two shifts, day and afternoon, Monday to Sunday and the roster will be based on four days working, two days rostered off.
  - (ii) Ordinary working hours of shift workers shall be - Day Shift - commence 5.45 am, finish 3.00 pm Afternoon Shift - commence 2:45 pm, finish 12 midnight.
- (b) The ordinary hours of shift workers will be **38 hours per week paid at an average 42 hours per pay period** and each shift shall not exceed 12 ordinary hours per shift inclusive of a paid meal break.
- (i) Shift workers shall work shifts on a rotating roster of two shifts, day and night, Monday to Sunday and the roster will be based on *three* days working, *three* days rostered off.
  - (ii) Ordinary working hours of shift workers shall be -  
Day Shift - commence 6.00 am, finish 6.00 pm  
Night Shift - commence 6.00 pm, finish 6.00 am.
  - (iii) Shift workers working in accordance with this sub-clause shall be paid in accordance with Table 2 of Annexure A.

Other shift patterns can be adopted during the life of this agreement through consultation and agreement between the employees of the and the company.

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## 9. Total Quality Management, Quality Assurance and 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. It is an opportunity for employees to influence their work conditions and, through training, identify problems and suggest solutions to overcome these problems.
- (b) A positive contribution towards quality assurance is vital to ensure that the plant is certified to the correct level to maintain ongoing quality control and monitoring systems. Payment will be made at the employee's skill classification rate for attendance at these meetings.
- (c) During the life of the agreement regular meetings involving employees of the Company covered by this agreement will continue. These are for the purpose of advising on Company performance, etc. and consulting on plant efficiency and productivity.
- (d) Rational Process training will be on going in the plant. It is encouraged and expected that employees will be fully involved in its use.
- (e) Training in other areas such as safety, machine operation, machine function, electrical disconnection, personnel development, confined space entry, Lock out tag out etc will be on going, all employees will be expected to participate.



## 10. Contract of Employment

- (a) All new employees shall be employed on a probationary period of 3 months. During such period either party may terminate the contract by the giving of one (i) weeks notice. Provided that for the first two weeks, service shall be from day-to-day at a proportion of the weekly rate fixed.
- (b) It shall be the responsibility of the employees concerned to notify the Company immediately of any loss of time to which this clause applies.
- (c) Due to the 24-hour operation of the factory, notification of absence is expected prior to the start of an employee's shift to enable the arrangement of suitable employee cover.
- (d) The Company may dismiss any employee without notice for serious misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (e) Labour Hire

- (i) Labour Hire Personnel. It is the company's intention to use permanent employees in preference to Labour Hire Personnel. However, in the event the company engages Labour Hire Personnel it will be based on the following procedure.
- (ii) Probationary Labour Hire. Persons engaged in "probationary labour hire" must be engaged to fill a full-time vacancy. There shall be no limit on the number of probationary labour hire personnel engaged by the company. As such, persons engaged as Probationary Hire labour shall not be counted when calculating the number of labour hire engaged in full-time weekly production employees.

Engagement up to the first 12 weeks will be worked on a probationary hire basis and during the probationary period can be terminated by a day's notice (or payment in lieu).

During the period of engagement between 6 and 12 weeks, a probationary labour hire person may be made a permanent employee.

Once a probationary labour hire person is made a permanent employee then the company (new employee) probationary period of 3 months will apply from the first day of employment.

- (iii) Special Purpose Labour Hire and Agreement

Clause 1 "specific purpose labour" hire may be engaged to meet peaks in workload to cover planned/unplanned absences or specialist needs.

Clause 2 The Company will regularly inform and update the Consultative Committee and Union Delegates about the number of "special purpose labour hire" engaged by the Company, the reasons for the engagement, and the expected length of their engagement.

Clause 3 The company undertakes to ensure that labour hire firms comply with the terms of this clause, this agreement and the applicable awards.

Clause 4

- A. No permanent employee can be retrenched while a contractor is on site and the particular employee is capable and competent of carry out that work.
- B. Before hiring contractors, permanent employees must be given the opportunity to do the work first (eg. overtime).

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## 11. Overtime and Public Holidays Payments

The Provisions of clause 6, Overtime and Public Holiday Payments, of the Award shall apply to employees covered by this agreement. Provided that Continuous Shift Workers working overtime outside the ordinary working hours as defined in clause 7(b)(ii), Hours of Duty (Shift Workers), of this agreement, shall be paid at the rate of ordinary time multiplied by 1.6 for all time worked. All time worked on a public holiday, will be paid at double time over and above a normal weeks pay, in lieu of the public holiday and the time worked.

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## 12. Sick Leave

Sick leave shall be in hours. A total of 64 hours may be taken by any employee in one year defined as the employees anniversary year.

Provided that employees who exercise their option to retire upon reaching retirement age and who have accrued sick leave in excess of 16 days (128 hours) shall be entitled to have their accrued sick leave paid out, but up to a maximum of 25 days (200 hours).

An employee shall also be entitled to sick leave payout as a result of redundancy or death.

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## 13. Annual Leave and Annual Leave Loading

- (a) Annual Leave shall be in accordance with the *Annual Holidays Act 1944* (NSW)
  - (i) Except by mutual agreement; an even number of day shifts and night shifts are taken as leave.
  - (ii) Leave is taken in an equitable spread of 3 and 4 shift pay weeks.
  - (iii) For continuous seven day shift workers annual leave entitlement shall be not less than 160 hour per year or 13 and one third shifts per annum.
- (b) Annual leave loading will be paid at 17.5% on the rates set out in table 1 and table 2 in appendix A. Continuous 7 day rotating shift workers shall be entitled to an additional twenty five (25%) percent leave loading paid non-cumulatively on normal holiday pay, in lieu of a fifth week of annual leave. Paid when taking annual leave or as an annual lump sum on the first pay date in December each year, after accruing sufficient leave.

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## 14. Public Holidays

- (a) Employees shall be entitled to gazetted Public Holidays in accordance with clause 8, Public Holidays, of the Award however, all employees are required to be present

for all shifts for which they are rostered to work.

- (b) Employees roster off on a gazetted public holiday will be paid 9.25 hours at time and a half at the rate in appendix A minus 15%.
- (c) Gazetted Public holidays are limited to the day of significance and does not include normal days of work that are subsequently gazetted in lieu of days of significance that fall on a weekend.

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## 15. Meal and Rest Breaks

- (a) Employees on continuous 12 hours shifts shall be entitled to breaks as follows 1<sup>st</sup> break 20 minutes, 2<sup>nd</sup> break 30 minutes, 3<sup>rd</sup> break 20 minutes.
- (b) The Employer may require the performance of duties during the usual lunch break. In such circumstances, the employee shall be entitled to take his/her usual lunch break at the completion of those duties.

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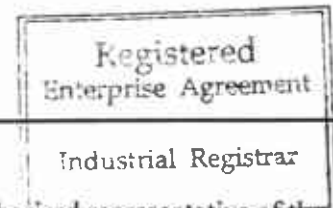
## 16. Redundancy

All employees shall be entitled to Redundancy payments in accordance with the following:

|                                |            |
|--------------------------------|------------|
| Less than one (1) year service | nil        |
| 1 but less than 2              | 5 weeks    |
| 2 but less than 3              | 8.75 weeks |
| 3 but less than 4              | 12.5 weeks |
| 4 but less than 5              | 15 weeks   |
| 5 but less than 6              | 17.5 weeks |
| 6 but less than 7              | 20 weeks   |

Thereafter, two and on half (2 ½) weeks for each year of service capped at 52 weeks maximum.

All redundancy payments shall be calculated at the employees ordinary rate of pay in accordance with the employee's classification. The company may, at its discretion, select employees for redundancy on the basis of performance, skills and suitability to the companies requirements.



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## 17. Disciplinary Procedure

- (a) Warnings may be issued by the Team Leader or authorised representative of the employee concerned when, in the Team Leader's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions unless the offence is of a particular serious nature.
- (b) The establishment of a warning system will not preclude the right of the Company

to dismiss an employee without the issue of a written warning, in accordance with Clause 8(e), Terms of Engagement and Termination, of this agreement. In particular, any use of physical aggression on the job constitutes serious misconduct and any employee involved in such aggression will be subject to summary dismissal.

- (c) The basis of the three warning system is as follows:
- (i) an employee whose conduct is deemed unsatisfactory will be given a first written warning;
  - (ii) should no improvement be forthcoming then a second warning may be issued;
  - (iii) a third or final warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
  - (iv) Each warning will remain in force, individually, for twelve months. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of twelve months. This allows an employee to improve behaviour.
  - (v) All written warnings are to be given in the presence of the employee's nominated representative if the employee so desires.
  - (vi) All times, the employees has the right of appeal by reference to Clause 18, Grievance Procedure, or this agreement.

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## 18. Dispute Settling Procedure

The following procedure shall be observed for handling grievances and settling disputes. This procedure will not restrict the employer or a duly authorised union official from making representations to each other.

- (a) The Union and the employer shall notify each other in writing of the names and titles of duly accredited representatives.
- (b) In the first instance the employees, with the accredited union representative if they wish, shall explain and discuss the problem with their Team Leader.
- (c) If the matter is not resolved, then the employee and/or the union representative and the Team Leader shall discuss the problem first with the Plant manager and if not resolved at this level then it should be discussed with the Operations manager or representative. These discussions should take place within 24 hours or such other period as is agreed with the employee and/or the accredited union representative. At this stage an official of the relevant union can be involved.
- (d) Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the EBA while matters in dispute are being negotiated in good faith. Where a bona fide safety issue is involved an attempt should be made to notify the appropriate safety authority.
- (e) At any stage of the procedures the parties may seek the assistance of the New South Wales Industrial Relations Commission to conciliate or arbitrate.
- (f) Except as in (c) above, the status quo shall apply until the dispute has been settled.

Subject to arbitration, no party is to be prejudiced as a consequence of following this procedure.

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## 19. Grievance Procedure

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 Team Leader in writing of the substance of the grievance, request a meeting and state the remedy sought.
- (ii) The Team Leader, or a suitable site representative, will discuss the grievance with the employee in an effort to resolve it. The employee 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 or, if absent, the designated relief, 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 in 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.

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## 20. Long Service Leave

In addition to the provisions of the Long Service Leave Act 1955, the Company shall, after the Fifteenth year of service, accrue long service leave at the rate of 1.3 weeks per year.

This provision shall only become operative in the third year of this agreement and will not be retrospective.

|                                    |
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## 21. Payroll Deductions

The parties to this agreement have agreed that the Company shall continue to deduct union fees from an employees pay provided that the employee has provided the employer with a duly signed authorisation.

Where the Company intends to withdraw this facility. it shall give the Union Secretary no less

than six (6) months notice to do so. Where there is a dispute in respect of the company's intention to withdraw this facility, a process in accordance with the dispute settling procedure shall be followed by the parties to this agreement.

## 22. Superannuation

All employees will have the option of having their superannuation contributions paid into the Boral BEST Fund, C+Bus or any other appropriate fund.

Employees must make such election by providing the Company with written confirmation of such elections.

### Appendix A

#### Rates of Pay

Table 1

| Classification | Present Rate | New Rate<br>1/7/01 | New Rate<br>1/7/02 | New Rate<br>1/7/03 |
|----------------|--------------|--------------------|--------------------|--------------------|
| Skill Level 1  | \$525.98     | \$577.18           | \$600.27           | \$624.28           |
| Skill Level 2  | \$534.52     | \$586.57           | \$610.03           | \$634.43           |
| Skill Level 3  | \$546.56     | \$599.78           | \$623.77           | \$648.72           |
| Skill Level 4  | \$572.06     | \$627.77           | \$652.88           | \$679.00           |
| Skill Level 5  | \$619.34     | \$678.07           | \$705.20           | \$733.40           |
| Skill Level 6  | \$686.23     | \$753.03           | \$783.15           | \$814.48           |

**Note:** The day shift only pay rates (in this case used as yard pay rates) include shift allowance such that the spread of hours from 5:30am to 6:30pm may be worked without any other shift penalties.

Table 2

| Classification | Present Rate | Base Rate<br>including<br>RDO payout | New Rate<br>1/7/01 | New Rate<br>1/7/02 | New Rate<br>1/7/03 |
|----------------|--------------|--------------------------------------|--------------------|--------------------|--------------------|
| Skill Level 1  | \$766.75     | \$785.92                             | \$824.50           | \$872.72           | \$916.12           |
| Skill Level 2  | \$778.54     | \$798.00                             | \$837.17           | \$886.14           | \$930.21           |
| Skill Level 3  | \$795.02     | \$814.90                             | \$854.90           | \$904.90           | \$949.90           |
| Skill Level 4  | \$830.33     | \$851.09                             | \$892.86           | \$945.09           | \$992.08           |
| Skill Level 5  | \$895.72     | \$873.53                             | \$963.18           | \$1,019.51         | \$1,070.21         |
| Skill Level 6  | \$930.92     | \$918.11                             | \$1,001.03         | \$1,059.58         | \$1,112.27         |

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|                 |          |            |            |            |            |
|-----------------|----------|------------|------------|------------|------------|
| Skill Level 7   | \$988.30 | \$954.19   | \$1,062.73 | \$1,124.89 | \$1,180.83 |
| Skill Level M8  | \$873.53 | \$955.15   | \$916.41   | \$970.01   | \$1,018.24 |
| Skill Level M9  | \$938.92 | \$995.12   | \$1,002.03 | \$1,060.64 | \$1,113.39 |
| Skill Level M10 | \$982.12 | \$1,015.00 | \$1,043.97 | \$1,105.02 | \$1,159.98 |
| Skill Level M11 | \$988.30 | \$1,013.01 | \$1,064.82 | \$1,127.10 | \$1,183.15 |

**Note:** The Rates of pay contained in Table 2 are inclusive of all Shift Allowance, irrespective of whether employees are rostered to work day or night shift (excluding permanent days or nights). Further, the above rates are inclusive of all applicable Penalty Rates, Dirt Money and Rostered Days Off in which case shift workers, whether continuous or seven day, shall not be entitled to such Rostered Day Off.

## Appendix B

Explanation of Pay Rates in to relation Table 2 only, are inclusive of:

- Shift Worker (Continuous only) Rates of Pay:
- The rates of pay are worked out using 38 Ordinary hours as a basis.
- Included in these rates are:
  - 30% for night shift average at 15% on all shifts.
  - RDO buy out.
  - Pay raise each year.
- 3 on 3 off 12 hour shifts
  - Penalty rates
  - All overtime associated with the 3 on 3 off shift pattern excluding public holidays.



## COMPARISON TABLE

|  |  |     |
|--|--|-----|
| CLAUSE 1   | TITLE  |     |
|  |  | N/A |
| CLAUSE 2   | ARRANGEMENT  |     |
|  |  | N/A |
| CLAUSE 3   | AREA INCIDENCE & DURATION  |     |
| Sets out term of agreement, parties, board and coverage.   |  | N/A |
| CLAUSE 4   | RELATIONSHIP TO PARENT AWARD   |     |
| Provides that the agreement is to be read in conjunction with the Brick and Paver Industry (State)   |  | N/A |
| CLAUSE 5   | SKILL LEVEL AND RATES OF PAY   |     |
| Agreement contains skills 1, 2, 3, 4, 5, 6, 7, M8, M9, M10, M11 and ranges from employees undertaking routine tasks, maintenance personnel to a Team Leader. | Award provides five classifications which depend on the ability of an employee to operate in one or more sections of the plant and have attained high qualifications, ie. Trade Certificate. |     |
| CLAUSE 6   | HOURS OF DUTY (DAY WORKERS)  |     |
| Provides for a greater span of hours to be worked, specifically, 6.30 am to 5.30 pm.   | Award provides for a span of hours of 7.00 am to 4.30 pm.  |     |
| CLAUSE 7   | HOURS OF DUTY (SHIFT WORKERS)  |     |
| Agreement sets roster of 3 days on 3 days off, rotating shifts of 12 hours.  | Award provides for shifts of up to 12 hours duration.  |     |
| CLAUSE 8   | CONTRACT OF EMPLOYMENT   |     |
| The agreement provides similar terms to the award except that the agreement contains specific provisions for casual labour hire in accordance with           | No similar provision contained in the award.   |     |

Registered  
Enterprise Agreement  
Industrial Registrar





|                 |  |
|-----------------|--|
| sub-clause (f). |  |
|-----------------|--|

|  |   |
|--|---|
| CLAUSE 9 OVERTIME AND PUBLIC HOLIDAYS  |   |
| Sub-clause (b) of this clause provides for payment of overtime worked outside ordinary hours to be paid at the rate of 1.6 and Public Holidays at the rate of triple time. | Award provides for overtime to be paid at the rate of time and one half for the first two hours and double time thereafter and double time and a half on Public Holidays. |

|  |                                     |
|--|-------------------------------------|
| CLAUSE 10 SICK LEAVE   |                                     |
| Sick leave generally shall be in accordance with the award save for employee's accrued sick leave shall be paid out upon reaching retirement age or as a result of redundancy. | No similar provisions in the award. |

|  |  |
|--|--|
| CLAUSE 11 ANNUAL LEAVE   |  |
| Annual leave shall be as per the award except that Continuous Shift workers shall be entitled to a 25% leave loading paid on rates in appendix A, in lieu of the fifth week of annual leave. | Award provides that the 5 <sup>th</sup> week may be paid out by agreement. |

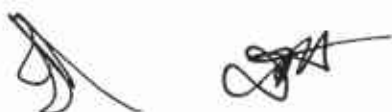
|   |  |
|---|--|
| CLAUSE 12 PUBLIC HOLIDAYS   |  |
| Provides public holiday, when rostered off to be paid at 9.25hrs by rates from appendix A by 1.5 times minus 15%. Applicable to continuous shift workers only. Others as per award. |  |

|   |               |
|---|---------------|
| CLAUSE 13 MEAL AND REST BREAKS  |               |
| 1 <sup>st</sup> break 20 minutes, 2 <sup>nd</sup> break 30 minutes, 3 <sup>rd</sup> break 20 minutes. | As per award. |

|   |                         |
|---|-------------------------|
| CLAUSE 14 REDUNDANCY  |                         |
| Redundancy in excess of the award is provided for in clause 14. | As per Award clause 4.3 |

|   |   |
|---|---|
| CLAUSE 15 DISCIPLINARY PROCEDURE                              |   |
| Agreement provides for a warning system for poor performance. | Award allows for disciplining and Counselling procedure to be adopted to best suit the plant. |

|                                      |  |
|--------------------------------------|--|
| CLAUSE 16 DISPUTE SETTLING PROCEDURE |  |
|--------------------------------------|--|



|  |   |
|--|---|
| Provides similar procedures the award.   |   |
| <b>CLAUSE 17 GRIEVANCE PROCEDURE</b>   |   |
| The award provision is contained in clause 48, Industrial Dispute and Grievance Procedure, and not as a separate clause. Further the agreement provides for the intervention of the Commission if necessary. | Award provisions makes no reference to the involvement of the Commission. |

|   |  |
|---|--|
| <b>CLAUSE 18 LONG SERVICE LEAVE</b>                                 |  |
| Provides for additional entitlements to the Long Service Leave Act. | Award only refers to the Long Service Leave Act. |

|   |                       |
|---|-----------------------|
| <b>CLAUSE 19 PAYROLL DEDUCTIONS</b>                           |                       |
| Provides for the Company to deduct union fees from employees. | No similar provision. |

|   |                       |
|---|-----------------------|
| <b>CLAUSE 20 SUPERANNUATION</b>         |                       |
| Consistent with clause 5.8 of the award | See 5.8 of the award. |

Dated 21<sup>th</sup> December 2001

Agreed by:



*Des North*

**Des North**  
**State Operations Manager NSW**  
**Boral C & C**

*21/12/01*

*Trevor Melksham*

**Trevor Melksham**  
**Branch Secretary**  
**Clay & Ceramic Division**  
**C.F.M.E. Union**

*21.12.01*

*[Handwritten mark]*