

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/160

TITLE: Boral Bricks Albury Manufacturing Site Enterprise Agreement 2005

I.R.C. NO: IRC5/723

DATE APPROVED/COMMENCEMENT: 22 February 2005 / 1 January 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/214.

GAZETTAL REFERENCE: 15 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boral Bricks Pty Limited, located at Cathies Lane, Scoresby VIC 3179, working at the Company's Albury site who fall within the coverage of the Brick and Paver Industry (State) Award.

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

BORAL BRICKS ALBURY MANUFACTURING SITE ENTERPRISE AGREEMENT 2005

Arrangement

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1. Application

- (a) This Agreement is binding on
- (i) Boral Bricks Pty Limited (the Company); and
 - (ii) The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch. with respect to the employment conditions and rates of pay at the Company's Plant located at Albury NSW.
- (b) 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.

- (c) 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.

2. Period of Operation

This agreement will operate from 1 January 2005 and remain in place until 31 December 2007. Negotiations or a new agreement will commence no later than three months prior to the expiry of this agreement.

3. Wages

- (a) 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 2005
 4% on 1st January 2006
 4% on 1st January 2007

- (b) The rates of pay in this Agreement incorporate increases for productivity and efficiency improvements resulting from changed working conditions and work practices.
- (c) Wage rates are contained in Table 1 - Weekly Rates.
- (d) Payment of Wages

All wages will be paid on Thursday of each week by Electronic Funds Transfer until 31 December 2005. Effective the first pay period from 1 January 2006 wages will be paid on Thursday, fortnightly into an appropriate bank account as nominated by the employee. The Company maintains the right to change the pay week after consultation with the employees. Wages will be available to employees before the banks or financial institutions close of business on pay day.

4. Skill Level Definitions

- (a) The skill levels definitions for jobs performed by employees covered by this Agreement are:

Level	Description
Level 1	Entry level (of 3 months maximum); operates one designated area (under supervision), generic skills such as OH&S, quality, measurement, communication
Level 2	Operates and adjusts in one designated area with minimal supervision and does routine maintenance and has generic skills as per level 1.
Level 3	Operates and adjusts in more than one designated area and does routine maintenance and has generic skills as per Level 1.
Level 4	Operates and adjusts in three or more designated areas, does routine maintenance and quality and has generic skills as per Level 1 or works as a maintenance assistant.
Level 5	Mechanical Trade
Level 6	Electrical Trade

- (b) A designated work area for the purposes of determining level classifications is:

Area	Equipment
Extruder	Clay Preparation
	FEL Operator Extrusion
Setter	Finger Car
	Setting Machine
Unloader	Forklift
	Strapper
	Packing

	Dehacking
Yard	Grid Knowledge
	Stock entry and adjustment
	Loading of trucks

5. Superannuation

- (a) The Company will agree to give employees an option to have their superannuation guarantee payments paid into the Plum Superannuation 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 Plum Superannuation fund.

- (b) Employment Retirement Fund

In addition to the above rates the Company will pay (as occupational superannuation), an amount equal to 9% 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.

- (c) Salary Sacrifice

Salary sacrifice arrangements for superannuation will be available to weekly employees (other than casuals) by 1 July 2006.

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. 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.
- (b) The Agreement is based on removing all relevant demarcation from the plant.

7. 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.

8. Labour Hire

- (a) 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 an employee from a labour hire agency or employee engaged as a casual may be offered a full time position.
- (b) 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.
- (c) 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.
- (d) For employees employed through a labour hire agency, the Company will take all reasonable steps to ensure the employee is paid as per the provisions contained in this agreement.

9. Overtime

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

10. Sick Leave

On termination of employment, for any reason except dismissal, an employee who has accrued sick leave in excess of 128 hours, will be paid out to a maximum of 50 days sick leave in excess of those 128 hours.

11. Annual Leave

- (a) Annual leave shall be allowed to all employees as provided by the Annual Holidays Act 1944, as amended, except as provided for in appendix A kiln operators.
- (b) Payout of Annual Leave
 - (i) An employee with annual leave entitlement in excess of 228 hours (6 weeks) can apply for annual leave to be paid out at their ordinary time rate.
 - (ii) An employee who makes application for an annual leave payout must retain a balance of 228 hours (6 weeks) of annual leave.
 - (iii) Annual leave loading will be paid on annual leave paid out under this Clause.
 - (iv) Payout of annual leave is only available to employees covered by this EBA. Annual leave is to be paid out under the terms of the Clause before 30 November 2005, unless otherwise agreed between the Company and the employee. Payout will be made on receipt of a written application from the employee.
 - (v) Employees will reduce their annual leave balances to 228 hours each by 30 November 2005 by either taking, or receiving payment for, annual leave in excess of 228 hours.

12. Bereavement Leave

- (a) An employee (other than a casual) will, on the death within Australia of their parent(s), child(ren), current spouse, current de facto or legally recognised partner will be entitled to five (5) days paid bereavement leave.
- (b) An employee (other than a casual) will, on the death in Australia, of other family members (including sister, brother, grandparents, grandchildren, guardians) will be entitled to two (2) days paid bereavement leave.

13. 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.

14. Shift Allowance

- (a) Shift workers on a rotating afternoon-night shift system or on a permanent afternoon shift shall be paid in addition to their wages an allowance as set out in Table 2.

- (b) The excess payments over ordinary rates prescribed by Clause 6.3, Overtime and Public Holiday Payments, and Clause 5.3, Penalty Rates, of this award, shall be payable in lieu of the shift allowances prescribed by this Clause.

15. Protective Clothing

- (a) The Company agrees to provide Employees with protective clothing and equipment appropriate to the work.
- (b) 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.

16. 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 day as set out in Table 2.

17. First Aid Allowance

Where an employee is appointed by the Company as one of the three designated First Aid Officers to perform first aid duty, then such employee shall be paid an amount per week as set out in Table 2, in addition to the ordinary rate of pay.

18. Armistice Day

Employees will observe one minutes silence at their work station at 11.00 am on Armistice Day in commemoration of the end of World War I.

19. Parental Leave

Employees (other than casuals) will be entitled to maternity and paternity leave in accordance with Boral Limited Policy. As at 1 January 2005 Boral Policy as per attached provides for eight (8) weeks paid maternity leave and one (1) weeks paid paternity leave for employees (other than casuals).

20. Redundancy

The Redundancy provisions that apply will be:

- (a) Up to 22 years of service 3 weeks for each completed year of service.
- (b) From 22 years of service 2 weeks for each completed year of service up to a maximum of 78 weeks ordinary pay.

21. 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.

22. 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.

23. 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.

24. Rostered Days Off

- (a) RDO's are allocated to a set day as indicated by the roster drafted by Management in consultation with the ECC.
- (b) 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.
- (c) Where an employee is sick on a Rostered Day Off the employee will be entitled to paid sick leave for that day if they produce a certificate from a legally qualified medical practitioner, or a statutory declaration, or such other evidence as will be satisfactory to the Company.
- (d) By agreement between the Company and the employee, the employee's RDO bank will be reduced to a total of five days by 30 November 2005. Unless otherwise agreed between the employee and the Company, the RDO bank will be reduced by either taking or receiving payment for RDO's in excess of 5 days.

25. Long Service Leave

- (a) Employees with service before 1 January 2002 will accumulate long service leave at the rate of 13 weeks for 15 years of continuous service.
- (b) From 1 January 2002 employees with more than 7 years continuous service will accumulate long service leave at the rate of 1.3 weeks per year of service.

Employees with less than 7 years continuous service (between 1 January 2002 and 31 December 2004) will accumulate long service leave at .867 weeks per year of service.

- (c) From 1 January 2005 all employees will accrue long service leave at 1.3 weeks per year of service.
- (d) Long service leave shall be accessible following 10 years of continuous service.
- (e) Except for as provided in case of redundancy, pro-rata long service leave will be paid out to employees on termination when they have completed 7 years or more continuous service.

26. Continuous Improvement

- (a) Employees are committed to achieving continuous improvement in the operation of the plant. This includes staggering breaks from the start of the Agreement on 1 January 2005, which is inclusive of availability of overtime shifts as required, waste reduction and improvement in downtime and safety.
- (b) Continuous improvement will be measured by agreed key performance indicators.
- (c) In return for achieving key performance indicators in clauses (a) and (b) above, fortnightly pays, reduction in RDO banks, reduction in annual leave and consolidation of allowances, skill classifications and alignment of skill levels, employees will be paid additional payments as follows:

1% on 1 January 2006
1% on 1 January 2007

27. KPI Bonus

By agreeing to allow the Company to buy out the current KPI bonus, employees will be paid an additional weekly payment as follows:

\$8.00 on 1 January 2005
\$8.00 on 1 January 2006
\$8.00 on 1 January 2007

28. Employee Undertakings

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

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

- (i) The control of new and advanced production processes.
- (ii) Assist in the planned preventative maintenance program.
- (iii) Data Collection
- (iv) Documentation
- (v) Monitoring

29. 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 *Ant-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		Rate as at			
		31/12/03	01/01/05	01/01/06	01/01/07
Level 1	Normal	\$507.20	\$527.49	\$556.91	\$593.07
	Revised		\$535.49	\$570.26	\$606.77
Level 2	Normal	\$530.26	\$551.47	\$581.85	\$619.26
	Revised		\$559.47	\$595.44	\$633.21
Level 3	Normal	\$557.15	\$579.44	\$610.94	\$649.80
	Revised		\$587.44	\$624.81	\$664.05
Level 4	Normal	\$599.89	\$623.89	\$657.17	\$698.34
	Revised		\$631.89	\$671.48	\$713.05
Level 5	Normal	\$801.46	\$833.52	\$875.18	\$927.26
	Revised		\$841.52	\$891.60	\$944.18
Level 6	Normal	\$968.24	\$1006.97	\$1055.57	\$1116.67
	Revised		\$1014.97	\$1073.72	\$1135.41

Table 2 - Allowances

Clause	Description	Revised Allowances			
		Current	01/01/05	01/01/06	01/01/07
12	Work in excess of 2 hours overtime				
	- First meal	\$7.69	\$8.43	\$9.17	\$9.93
	- Each subsequent meal	\$6.38	\$7.08	\$7.77	\$8.46
13	Rotating afternoon-night or permanent afternoon shift	15%	15%	15%	15%
15	Manganese Oxide - cents per day	\$3.84	\$6.21	\$8.62	\$11.09
16	Designated First Aid Allowance - per week	\$9.25	\$11.85	\$14.45	\$17.05
	Non-designated First Aid Allowance - per week	\$9.25	\$9.62	\$10.00	\$10.40
	Travel Allowance - per kilometre	\$0.63	\$0.66	\$0.68	\$0.71
	General Leading Hand Allowance - per week		\$30.55	\$31.78	\$33.05
	Site Leading Hand - per week		\$57.92	\$60.23	\$63.25

APPENDIX A

KILN OPERATORS

The following clauses will apply to the kiln operators

1. Sick Leave
 - (a) Sick leave entitlements shall be sixty four hours per annum and for the purpose of this agreement one day shall mean twelve ordinary hours.
 - (b) 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.

2. 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.

3. 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.

4. Annual wages (Based on the 'Level 2' 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.

5. 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.

6. Kiln Operator Undertakings

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:

- (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		NIGHT - 6	
	PM TO 6AM			
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
S	OFF	N	OFF	D
S	OFF	N	OFF	D
M	OFF	OFF	D	N
T	OFF	OFF	D	N
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

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

Representative

Name (Please Print)

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

Representative

Name (Please Print)

PARENTAL LEAVE POLICY

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1. Policy Statement

One of Boral's objectives is to achieve superior performance in a sustainable way. An important aspect of this objective is ensuring our company is sustainable in a social sense including a sustainable work environment for employees. As such, Boral is striving to support employees, families and encouraging a greater focus on work-life balance. To help facilitate these goals, paid parental leave is available to eligible employees.

2. Policy Purpose

Provide access to paid parental leave;

Ensure compliance with all current legislative requirements; and

Provide fair and equitable access to parental leave across Boral.

3. Scope

This policy applies to all employees of Australian domiciled Boral companies.

4. Effective Date

This policy is effective from 1st July 2004. Employees already on parental leave as at this date will not be eligible for paid parental leave.

5. Responsibility

The General Manager Human Resources, Boral Limited has responsibility for ensuring the maintenance, regular review and update of this policy.

6. Eligibility for Maternity, Paternity and Adoption Leave

Parental Leave is all forms of leave taken by employees in connection with the birth or adoption of a child. Maternity Leave, Paternity Leave and Adoption Leave are all forms of Parental Leave.

Various Acts of Parliament in all States and Territories detail an employee's statutory rights regarding eligibility for all forms of Parental Leave. By adopting this Policy, Boral is providing Paid Parental Leave benefits over and above the requirements of these Acts. In those cases where an Act provides eligibility or benefits over and above this Policy, the applicable Act prevails.

Maternity Leave is unpaid leave taken by a female employee in relation to the birth of a child. The period of leave can be extended or shortened by agreement between both parties.

The fifty-two (52) week period is reduced by the period of time the employee's spouse (or de facto spouse) takes as Extended Paternity Leave. This does not apply to the one (1) week short paternity leave taken by the spouse (or de facto spouse) at the time of the birth.

Paternity Leave is unpaid leave taken by a male employee in connection with the birth of his child or his spouse's (including de facto spouse's) child. Short Paternity Leave is for five (5) days only when the baby is born or the pregnancy is terminated. Extended Paternity Leave of up to fifty-one (51) weeks is available for an employee who is the primary care giver of the child.

Adoption Leave is described under State Legislation as unpaid leave taken by either the adoptive father or adoptive mother when adopting a child under 18 years of age. Short Adoption Leave is an unbroken period at the time of the child's replacement. Extended Adoption Leave is a further unbroken period of up to 49 weeks leave and is available to the primary care giver of the child.

Employees taking Extended Parental Leave are required to provide a statutory declaration that they are the primary care giver of the child.

7. Eligibility for Paid Parental Leave

Eligibility for Paid Parental Leave is limited to all permanent full-time and permanent part-time employees from all Australian domiciled Boral companies. To be eligible employees must also have at least twelve (12) months continuous permanent service.

8. Paid Parental Leave Policy Detail

Paid Maternity Leave

As part of the available fifty two (52) weeks, Boral provides eight (8) weeks paid maternity leave to female employees who are eligible under the Boral Limited Parental Leave Policy.

Paid Short Paternity Leave

Boral provides five (5) days Paid Paternity Leave to male employees who are eligible under the Boral Limited Parental Leave Policy in connection with the birth of his child or his spouse's (including de facto spouse's) child. This leave should be taken at a time as close as possible to the birth of the child.

Paid Adoption Leave

Female and male employees are eligible for the above paid maternity and paternity leave payments for an adopted child, depending on which parent is the declared primary care-giver and a non primary care giver spouse will be entitled to a five (5) day Paternity Leave payment.

Rate of Pay

Employees on Paid Parental Leave are paid at their "ordinary" rate of pay. Wages employees are to be paid at their ordinary base rate as specified in the employee's relevant EBA or Award (excluding allowances and overtime) with Salaried and Total Cost employees paid their base salary as at the time of commencement of leave. Standard deductions, for example superannuation, medical benefits, unions etc will continue for the period of paid leave.

Same sex couples are eligible to the above payments, with the declared primary care-giver eligible for eight (8) weeks Paid Parental Leave and the non primary care-giver is entitled to a five (5) day payment.

Payment is made via regular payroll payments for the first eight (8) weeks of the maternity leave period.

9. Application for Parental Leave

Employees are to advise their manager and Human Resources ten (10) weeks before they intend to take parental leave (both paid and unpaid).

Employees and their manager should follow the checklist in Appendix A that explains the steps that need to be taken prior to commencing parental leave.

10. Continuity of Service

Approved parental leave shall not break continuity of employment. The portion of parental leave taken as unpaid leave will not count as service for the purposes of calculating any annual or long service leave entitlements. However any period of paid leave taken as part of parental leave will count as service for calculating leave entitlements.

11. Use of Annual Leave and Long Service Leave During Parental Leave

An employee may take annual and/or long service leave during parental leave, provided the total period of parental leave, including unpaid leave, does not exceed fifty-two (52) weeks.

12. Alterations to Parental Leave

After commencement of parental leave the employee may amend the date on which they intend to return to work, providing the maximum of fifty two (52) weeks is not exceeded and not less than four (4) weeks notice in weeks notice in writing is given setting out the additional leave required.

13. Company Motor Vehicles

Tool of Trade Vehicles

This type of car is a requirement of the job therefore; the care will need to be made available to the replacement employee at the commencement of leave. Therefore the car will not be available to the employee taking paid or unpaid parental leave.

Total Cost Vehicles

In the case of Total Cost Executives, motor vehicles shall continue to be made available to the employee whilst on paid and unpaid parental leave. Normal deductions for the car will be made from the executive's package during the period of paid leave.

14. Health & Safety

If in a doctor's opinion a pregnant employee could face illness or health risk in their role, an employee's role may be considered unsuitable. In this situation, the manager will work in conjunction with the employee and Human Resources to determine if there is a more suitable role available for them to undertake in the period up to the commencement of parental leave. In the first instance the manager and or Human Resources will liaise with the doctor to modify the work, or eliminate the health hazard.

15. Superannuation

For the period of Paid Parental Leave, superannuation deductions from payroll and company contributions will continue as per normal pay periods.

Employees on unpaid parental leave have the option of continuing or suspending contributions to the superannuation fund. In either case the Company's contribution will cease for the duration of the unpaid parental leave.

Where the employee elects to continue contributions, the employee is required to make their own arrangements with the Superannuation Fund direct.

16. Keep in Touch Program

In order to maintain contact and a positive relationship while an employee is on parental leave a 'Keep in Touch Program' has been developed in order to provide managers with guidelines and tools to enable managers this to happen.

See Appendix B for Keep in Touch Program.

17. Returning to Work

An employee is entitled to return to the position prior to commencing parental leave. If this job no longer exists, the employee is entitled to return to a comparable position in status, salary and location. The job must be one that the employee is capable of doing.

If an employee wishes to return in a part-time capacity this is by negotiation between the employee and Boral. However, Boral is to give serious consideration to the employee's request for a change in employment status.

APPENDIX A

PRE-PARENTAL LEAVE CHECKLIST

The following tasks must be completed prior to commencing parental leave:

By Employee
Maternity Leave
The first notification - The employee needs to provide a letter to the employer notifying that you intend to take maternity leave. This should be given to the employer at least ten (10) weeks before you wish to commence parental leave.
See Appendix C for first notification letter.

<p>The second notification - The employee needs to provide a letter to the employer notifying the date on which parental leave is to commence and the period of leave they will take and when they expect to return to work. This information must be given to the manager at least ten (10) weeks before the expected confinement date.</p> <p>A HRP013F Application for Leave Form must be completed, the form must indicate:</p> <ul style="list-style-type: none"> The date of commencement of leave The various kinds of leave, paid and unpaid for which the application is made. A separate leave form must be completed by the employee for the paid and unpaid leave they intend to take The date of resumption of duty Have as an attachment a medical certificate which certifies the expected date of birth. <p>See Appendix D for second notification letter.</p>
<p>Returning from leave - Give at least four (4) weeks notice of intention to return to work and/or change the length of time away.</p>
<p>Complete and sign off on Keep In Touch Program. See Appendix B</p>

<p>Adoption Leave</p>
<p>The employee needs to provide a letter to the employer notifying that you intend to take adoption leave. This should be given to the employer at least ten (10) weeks before you wish to commence adoption leave.</p> <p>A HRP013F Application for Leave Form must be completed, the form must indicate:</p> <ul style="list-style-type: none"> The date of commencement of leave The various kinds of leave, paid and unpaid for which the application is made. A separate leave form must be completed by the employee for the paid and unpaid leave they intend to take The date of resumption of duty Provide a certificate from the adoption agency.
<p>Complete and sign off on Keep in Touch Program. See Appendix B</p>
<p>Paternity Leave</p>
<p>The employee should discuss with the employer and complete a HRP013F Application for Leave Form, the form must indicate:</p> <ul style="list-style-type: none"> The date of commencement of leave The various kinds of leave, paid and unpaid for which the application is made The date of resumption of duty. <p>Males are required to provide a statutory declaration if they are taking extended paternity leave, (leave up to fifty-one (51) weeks), in the case that they are the primary care giver of the child.</p>

<p>By Manager</p>	<p>Complete</p>
<p>Ensure that the employee is eligible to take parental leave (maternity, paternity or adoption leave) and sign off on HRP013F Application for Leave Form.</p>	
<p>Notify Human Resources and Payroll at least ten (10) weeks in advance of the employee's intention to take parental leave.</p>	
<p>Liaise with Human Resources to arrange a replacement person during the employee's absence.</p>	
<p>Discuss, review and sign off on the employees Keep in Touch Program for maternity or adoption leave. See Appendix B</p>	

APPENDIX B

KEEP IN TOUCH PROGRAM

APPENDIX C

FIRST NOTIFICATION LETTER

Write your name and address here

Write your employer's name
And address here

Dear (insert manager's name)

This letter is to notify you that I am pregnant and wish to take maternity leave.

I will write again advising you of the date on which I will commence maternity leave and how much leave I intend to take. At that time I will give you a medical certificate confirming my pregnancy and the expected date of the baby's birth.

Yours faithfully,

Sign and date the letter

APPENDIX D

SECOND NOTIFICATION LETTER

Write your name and address here

Write your employer's name
And address here

Dear (insert manager's name)

I wish to take 52 weeks maternity leave and commence the leave on (insert date) and return to work on (insert date).

I have attached a medical certificate indicating the expected date of birth.

Yours faithfully

Sign and date the letter