

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/159

TITLE: Boral Bricks Badgerys Creek Enterprise Agreement

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 15 December 1998

TERM: 30 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Production employees of Boral Bricks located at Badgerys Creek

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

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Enterprise Agreement
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BORAL BRICKS BADGERYS CREEK ENTERPRISE AGREEMENT

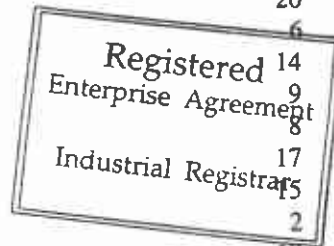


This Enterprise Agreement is made between Boral Bricks (NSW) Pty Limited (the Company) and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch (the Union) and employees of the said Company, in accordance with the requirements and provisions of the New South Wales Industrial Relations Act 1996.

The agreement is subject to approval by the Industrial Relations Commission of New South Wales.

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This agreement is binding on the Company, its employees as defined by the definitions of skill levels in Clause 3, and the Union in respect to employment conditions and rates of pay at the Company's plant located at Badgery's Creek, New South Wales.

It shall prevail over and operate to the exclusion of any other former award that may have application to the employees bound by this agreement in accordance with section 31 of the Industrial Relations Act, 1996.

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

2. PERIOD OF OPERATION

The agreement will operate from the date of approval by the Industrial Relations Commission of New South Wales and will remain in force until 30 June 2001.

3. SKILL LEVELS AND RATES OF PAY

- (a) The rates of pay in this agreement incorporate increases for productivity and efficiency improvements resulting from changed working conditions and work practices.
- (b) Rates of pay in this agreement are set out in Appendix "A". The rates for non-production workers appear in Table I and production shift workers in Table 2.
- (c) Rates of pay and allowances will be increases as follows for the term of the agreement
 - 4% from 1 July 1998
 - 4% from 1 July 1999
 - 3% from 1 July 2000.
- (d) Rates of pay for production shift workers include shift allowances, penalty rates and allowances and will be paid on an average 43.2 hour week.
- (e)



Level 1 Definition

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.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by **Trainee Operator**.

Level 2 Definition

Able to perform tasks at Level 1 if and when required. Covers tasks requiring the setting up, operating and routine maintenance (including filter mixer screens, pug mill screens, gun rubbers, etc.) 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.

Without limiting the definition, examples of tasks at this level include, but are not limited to, those currently performed by **General Operator (One Area), Courier**.

Level 3 Definition

Able to perform tasks at Levels 1 and 2 if and when required. Covers tasks requiring the setting up, operating, routine maintenance (including filter mixer screens, pug mill screens, gun rubbers, etc.) and quality control of all fixed and mobile machinery in at least two areas of the plant, or perform tasks that currently require one of the following extra skills viz., lathing of mills, greasing, laboratory/quality control. Works under limited supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by **Operator, Greaser, Laboratory Technician, High-Speed Mill Machinist**.

Level 4 Definition

Able to perform tasks at Levels 1, 2 and 3 if and when required, or employees classified at Level 3 who have limited

supervision responsibilities. Covers tasks requiring the setting up, operating, routine maintenance (including filter mixer screens, pug mill screens, gun rubbers, etc.) and quality control of all fixed and mobile machinery in all areas of the Plant or the supervision of production employees in a specific work area (yard) or able to perform tasks at 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.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by **Senior Operator, Yard Leading Hand**.

Level 7 Definition

Able to perform tasks at Levels 1, 2, 3 if and when required and undertake higher supervision responsibilities than those at Level 4. Covers tasks requiring the setting up, operating, routine maintenance (including filter mixer screens, pug mill screens, gun rubbers, etc.) and quality control of fixed and mobile machinery in all areas of the plant as well as the supervision of production employees in specific work areas (yard, kiln). Works under limited supervision

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by **Yard Foreperson, Kiln Foreperson**.

Level 11 Definition

Able to perform tasks at levels 1, 2, 3, 4 and 5 if and when required. Employees at this level are able to perform all extra skills required for Level 5 as well as supervise and accept responsibility for the operation according to specified standards of any work area of the plant.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by **Senior Shift Supervisor**.

(c) 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 fingers on turning device
- (iv) change indent rollers on green machine

(3) Setter

replace feed in benches - wear strip

- (4) (i) replace dehaacker 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.

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(d) Junior employees will not be employed at less than 16 years of age. They shall be paid the following percentages of the rate for Skill Level 1 -

At 16 years	-	70%
At 17 years	-	80%.

Note: The company shall have the right to employ junior labour in any class of work unless it is unreasonable on the grounds that the said work is injurious to the junior or upon some other good ground. Should a junior be required to undertake a task involving a specific amount of work usually performed by an adult in the industry, the junior shall be paid the appropriate adult rate of pay whilst so engaged.

In addition to the above rates, the Company will pay (as occupational superannuation) an amount equal to 3% (4% from 1 January 1993) of each employee's wage rate into the appropriate section of the Employee Retirement Fund (ERF), or into any fund subsequently substituted for the ERF.

4. HOURS OF DUTY (DAY WORKERS)

- (a) The ordinary working hours, other than for burners and shift workers 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 6.30 am and 5.30 pm. A starting time earlier than 6.30 am or a finishing time later than 5.30 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.

5. HOURS OF DUTY (SHIFT WORKERS)

Continuous Shift means work carried on with consecutive shifts throughout 24 hours each day for at least six consecutive shifts.

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

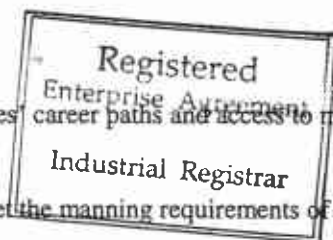
- (a) The ordinary hours of shift workers will be 38 per pay period and each shift shall not exceed 8 ordinary hours per shift inclusive of a paid meal break. If agreed by the Company and employees a greater spread of ordinary hours may be worked; however employees will not be required to work in excess of 12 ordinary hours per shift.
- (b) (i) Production 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, or as altered by agreement.
- (ii) Ordinary working hours of production shift workers shall be -
 Day Shift - commence 5.45 am, finish 3.00 pm
 Afternoon Shift - commence 2.45 pm, finish 12 midnight.
- (c) 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 48 hours notice of such change or payment of penalty rates.
- (d) No employee who is employed during ordinary working hours as defined in Clause 4(a) shall be employed on the second or night shift except at overtime rates or vice versa.
- (e) Except where the Company and an employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, an employee who is employed on shift work for less than five shifts in any working week shall be paid overtime rates for the time worked as a shift worker in accordance with sub-clause (b) of Clause 9, Overtime, and Clause 9(b)(iii), Public Holidays, of this agreement. However, where the employee has been employed on continuous 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.
- (f) The starting and finishing time for employees shall be set by the Company to best service the effective operation of the plant.

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.
- (b) Training will be provided for progression to higher levels of skill to meet the manning requirements of the Company.

Level 1	-	0 to 3
Level 2	-	20
Level 3	-	20
Level 4	-	20
Level 5	-	3
Level 7	-	3
Level 11	-	3

- (c) With this balance in mind 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.
- (d) Once an employee has been trained to a higher level, and is using those skills, then the employee will fill that vacancy and be paid at the higher level. This in no way detracts from the employee's ability to undertake

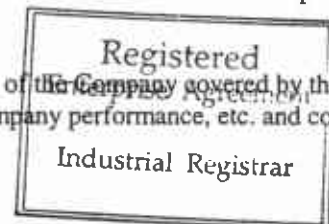


tasks at a lower level of skill when required. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill.

- (e) **Internal Training.** The existing program of training internally will continue, e.g. machine operation, forklift and front-end loader, crane training, fire fighting training, quality control, etc. as a means of providing the necessary personnel to operate the factory.
- (f) **External Training.** The existing program of training externally will continue, e.g. Total Quality Management, Health and Safety, Brickmaking Skills, First Aid, supervisory courses, etc. as a means of providing the necessary personnel to operate the factory. Travel allowance applicable to the kilometres travelled will be paid while attending outside training.
- (g) The agreement is based, where skills allow, on removing all relevant demarcation from the plant. Examples are as presented below, but not necessary limited to -
 - (i) Production workers with "accredited" trade skills may be utilised as required by the Company and be paid the appropriate shop rate as follows - first 2 hours at hourly rate, over 2 hours, the daily rate.
 - (ii) The company has agreed to train six production personnel to lathe high speed rollers when maintenance personnel who normally undertake the work are unavailable.
 - (iii) Company will seek to have shift maintenance personnel trained on-site to operate key machines (extruder, setter, unloader) -
 - (1) in emergencies - to cover for non-attendance of normal operator - a maximum period of 2 hours per shift;
 - (2) test running of machinery - maintenance workers to dry run machinery as required after maintenance, to ensure that the machinery will be ready for the next production shift;
 - (3) in conjunction with production workers, to fault find as required.
 - (iv) Key personnel to be trained in electrical disconnect and re-connect.
 - (v) Production workers to carry out the existing routine maintenance on machinery such as filter mixer screens, pugmill screens, gun rubbers, etc.
 - (vi) Key production personnel will complete the necessary training modules in basic mechanical, maintenance and diagnostic skills and, once accredited, will use each of these skills as directed to an agreed list of tasks (Clause 3(c)).
 - (vii) Following the installation of CITEC (computerised system of automatic kiln firing) the kiln attendants will be retrained for alternate duties.

7. 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.



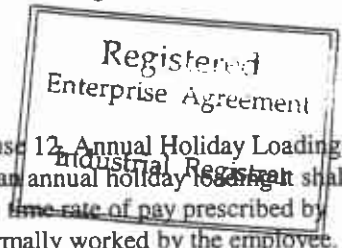
8. TERMS OF ENGAGEMENT AND TERMINATION

- (a) To allow a new employee to undertake basic training and to give the Company the opportunity to assess the employee's capabilities, the first three months of service will be probationary. After the first two weeks of the probationary period employment shall be by the week and be terminated by a week's notice on either side or by payment or forfeiture of one week's wages in lieu of notice.
- (b) Employment for the first two weeks of service shall be from day-to-day at a proportion of the weekly rate fixed. However any employee who once has served in the industry for a continuous period of three or more

months with the Company, if re-employed within twelve months by the Company, shall be engaged and paid by the week. Further, an employee dismissed through slackness of work shall, as far as practicable, be given first preference when employees are being re-engaged.

- (c) The Company shall not be required to pay for any time an employee cannot be employed usefully on a day granted in lieu of Financial Members' Day or because of any strike or through any breakdown in machinery or stoppage of work, or through any cause for which the Company reasonably cannot be held responsible. Before standing down an employee in accordance with this sub-clause, the Company shall notify the secretary of the Union or the deputy, of the intention to do so and at the same time state the reasons for standing down the employee or employees as the case may be.
- (d) Employees shall report each working day at the plant at the usual starting time unless notified to the contrary. If it is decided that no work shall be done during the day, the employees who report at starting time and who are stood down in accordance with sub-clause (c) shall be paid two hours pay. The decision as to whether work shall be done shall be made by the Company within one hour of the usual starting time except in cases of wet weather when the decision shall be made in pursuance of sub-clause (e). If an employee is kept waiting beyond such period of one hour that employee shall be paid for the extra waiting time at ordinary rates in addition to two hours pay.
- (e) If a question arises as to whether it is too wet to work, it shall be decided by three persons - one representing the Company, one representing those working under cover and one representing those not working under cover whose decision, whether unanimous or not, shall be final.
- (f) It shall be the responsibility of the employees concerned to notify the Company immediately of any loss of time to which this clause applies.
- (g) 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.
- (h) 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.
- (i) **Part-time Employment**
 - (i) An employee may be engaged by the week to work on a part-time basis for a constant number of hours being less than 38 per week. An employee so engaged shall be paid per hour one/thirty-eighth of the weekly rate prescribed by this agreement for the work performed. The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed by Clause 4 but shall not in any case be less than 19 hours per week.
 - (ii) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, annual holiday loading, public holidays, sick leave and bereavement leave arising under this agreement on a proportionate basis calculated as follows -
 - (1) **Annual Leave** - Subject to the provisions of Clause 11, Annual Leave, of this agreement. Where the employee has completed twelve months service the employee shall be entitled to four weeks annual leave at the number of fixed hours normally worked each week. Where the employee is entitled to pro-rata leave on termination of services or on close-down the employee shall receive for each completed week of service since last becoming entitled to a period of annual leave, or since the commencement of service if the period be their first year of service, an entitlement calculated in accordance with the following formula -

<u>No. of fixed hours each week</u>
12
 - (2) **Annual Holiday Loading** - Subject to the provisions of Clause 12, Annual Holiday Loading, of this agreement, where the employee becomes entitled to an annual holiday loading it shall be calculated at the rate of 17.5% of the appropriate weekly time rate of pay prescribed by this agreement for the number of fixed hours each week normally worked by the employee.
 - (3) **Public Holidays** - Where the normal paid hours fall on a public holiday and work is not performed by the employee, the employee shall not lose pay for the day save for the provisions of sub-clause (a) and (b) of Clause 13, Public Holidays.
 - (4) **Sick Leave** - The employee shall be entitled to sick leave in accordance with Clause 10, Sick



Leave, of this agreement except that during the first year of any period of service with the company, the employee shall not be entitled to leave in excess of the first number of hours worked by the employee each week. During the second and subsequent years of any period of service with the Company the employee shall not be entitled to leave in excess of an amount calculated as follows -

No. of fixed hours each week

5

- (5) Bereavement Leave - The employee shall be entitled to bereavement leave in accordance with Clause 23, Bereavement Leave, of this agreement except that for each separate period the employee shall not be entitled to leave in excess of twice the fixed number of hours worked by the employee each day.
- (6) Overtime - A part-time employee who works in excess of the hours fixed under the employee's weekly contract of employment shall be paid overtime in accordance with Clause 9, Overtime and Public Holiday Payments, of this agreement.

(j) 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 relation to 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.

Clause 1 "specific purpose labour" hire may be engaged to meet peaks in workload and 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.

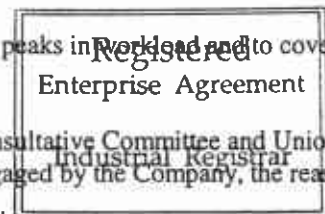
Clause 3 The parties agree that the persons engaged pursuant to this clause should be paid relevant entitlements under the applicable award. The company undertakes to ensure that labour hire firms comply with the terms of this clause, this agreement and the applicable awards.

Clause 4

- (1) No permanent employee can be retrenched whilst a contractor is on site.
- (2) before hiring contractors, permanent employees must be given the opportunity to do the work first (e.g. overtime).

(k) Abandonment of Employment

- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned the employment.



- (ii) If within a period of fourteen days from last attendance at work or the day of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that the employee was absent for reasonable cause, such employee shall be deemed to have abandoned the employment.
- (iii) Termination of employment by abandonment in accordance with this sub-clause shall operate as the date of the last attendance at work or the last day's absence in respect of which notification was given to the Company, whichever is the later.

9.

OVERTIME AND PUBLIC HOLIDAY PAYMENTS

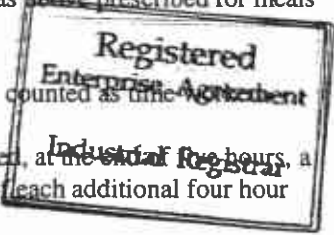
- (a) **Employees, other than seven-day shift workers -**
 - (i) All time worked outside the limitations of ordinary time as prescribed in Clause 4 (a), Hours of Work, or in excess of the daily or weekly hours of labour specified therein or before the usual commencing time or after the usual finishing time shall be paid at the rate of time and one half for the first two hours and double time thereafter.
 - (ii) All time worked on a Sunday shall be paid for at the rate of double time.
 - (iii) All time worked on any of the holidays as specified in Clause 13, Public Holidays, of this agreement shall be paid at the rate of double time and a half.

- (b) **Continuous and Seven-Day Shift Workers**
 The following rates shall be payable to a continuous or seven-day shift worker working on any day which normally would be the worker's rostered day off or in excess of an ordinary rostered shift.
 - (i) Monday to Friday - time and one half for the first two hours and double time thereafter.
 - (ii) Saturday or Sunday - double time
 - (iii) Any of the holidays specified in Clause 13, Public Holidays - double time and one half.

Production Shift Workers working overtime outside their ordinary working hours as defined in Clause 5(b)(ii), Hours of Duty (Shift Workers), will be paid at the rate of ordinary time x 1.6 for all time worked and, for all time worked on a Public Holiday ordinary time x 3.

- (c) An employee who is required to work overtime in excess of two hours after the employee's usual ceasing time on any day shall, if not notified on or before the previous day of the requirement to work, be paid \$6.71 for a meal and \$5.56 for each subsequent meal unless suitable meals are provided by the Company.
Note: If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid as above prescribed for meals which the employee has provided but which are surplus.

Such employee shall be allowed a crib time of twenty minutes which shall be counted as time worked. Should the overtime extend beyond five hours, each employee shall be allowed, at the end of each additional four hour period, a further crib time of twenty minutes to be counted as time worked at the end of each additional four hour period.

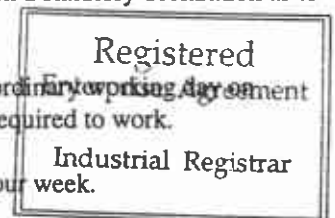


- (d) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (e) An employee who works so much overtime between the termination of ordinary work on one day and the time for commencement of ordinary work on the next day that the employee would not have had at least ten consecutive hours off duty shall, subject to this sub-clause, be released after completion of such overtime without loss of pay for ordinary working time occurring during such absence until the employee has had ten consecutive hours off duty.
- (f) If, on the instructions of the Company, such an employee continues or resumes work without having had such ten consecutive hours off duty, the employee shall be paid at double time until released from duty and then shall be entitled to be absent, without loss of pay for ordinary working time occurring during such absence, until the employee has had ten consecutive hours off duty.
- (g) The provisions of this clause shall apply as if eight hours were substituted for ten hours when overtime is worked -

- (i) for the purpose of changing shift rosters; or
 - (ii) where a relieving shift worker does not report for duty and has not given the Company reasonable notice of intended absence; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (h) An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled, provided that, except in the case of unforeseen circumstances arising the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside ordinary working hours, or where overtime is continuous, subject to a reasonable meal break with the completion or commencement of ordinary time.
- (i) Burners and Tunnel Kiln Operators may work overtime in any area of the plant provided the employees who normally work in the area concerned have been offered work.
- (j) Where any employee works overtime on a Saturday, Sunday or Public Holiday that employee shall be paid for a minimum of four hours work.

10. **SICK LEAVE**

- (a) Any employee who is absent from work by reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or default or from any injury arising out of or in the course of employment) shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations -
- (i) the employee shall not be entitled in the first sick leave year with the Company to leave in excess of one week of ordinary working time.
 - (ii) the employee shall not be entitled during the second and subsequent sick leave years with the Company to leave in excess of eight days of ordinary working time each year.
- (b) The employee shall, within twenty-four hours of the commencement of such absence, inform the employer of inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (c) The employee shall furnish to the Company such reasonable evidence as the Company may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which such sick leave is claimed; provided that for the first three single days of leave in each sick leave year the employee shall not be required to produce a medical certificate but shall, if required, furnish a statutory declaration as to the nature of the illness or injury.
- (d) The employee shall not be entitled to payment in respect of any time lost on an ordinary working day which, had the employee attended for duty, the employee would not have been required to work.
- (e) No employee shall be entitled to sick leave for rostered time off due to the 38-hour week.
- (f) The rights under this clause shall accumulate from year to year so long as the employment continues with the Company so that any part of sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (g) For the purpose of this clause, continuous service shall be deemed to have been broken by -
- (i) any absence from work on leave granted by the Company; or
 - (ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months specified in subclause (i) of this clause.



- (h) For the purpose of this clause the term "sick leave year" shall read "*In the case of an employee whose service with the Company commenced on or before 27 July 1983, the period from 1 January to 31 December next following. In the case of an employee who commenced service with the Company after 27 July 1983, the "sick leave year" shall commence on the anniversary of the date on which the employee commenced service with the Company.*"
- (i) The payment for any absence on sick leave in accordance with this clause during the first three months of continuous service in the industry may be withheld by the Company until the employee has completed such three months at which time payment shall be made.

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 sub-clause (b).
- (b) In addition to the benefits provided for by Section 3 of the Annual Holidays Act, 1944, as amended, an employee who during the year of employment with the Company with respect to which the employee becomes entitled to the said annual holiday, gives service to the Company as a continuous or seven-day shift worker under this agreement, shall be entitled to the additional leave as below specified -
 - (i) If during the year of employment the employee has served the Company continuously as such continuous or seven-day shift worker, the additional leave with respect to that year shall be one week.
 - (ii) If, during the year of employment, the employee has served only a portion of it as such continuous or seven-day shift worker, the additional leave shall be one day for every thirty-six ordinary shifts worked as such a shift worker and pro-rata if less than five ordinary time shifts worked per week.
 - (iii) One day added to the annual leave period in respect of any holidays prescribed by this agreement which fall within the period of annual leave to which the employee is entitled. Any days added shall be the working day or days immediately following the period of annual holidays to which the employee is entitled and shall be paid for at ordinary shift rate of pay to which the employee is entitled.
- (c) Where it is agreed between the Company and an employee, the additional leave accrued for working as a continuous or seven-day shift worker may be paid as wages in lieu of it being taken as annual leave.
- (d) Where the employment of a worker has been terminated and the worker thereby becomes entitled under Section 4 of the Annual Holidays Act, 1944, as amended, to payment in lieu of an annual holiday with respect of a period of employment, the worker shall also be entitled to an additional payment of three and one-sixth hours of such ordinary time rate of wages with respect to each twenty-one shifts of service such as continuous or seven-day shift worker which the worker has rendered during such period of employment.
- (e) Notwithstanding anything elsewhere contained in this clause, regular Burners or Kiln Operators on continuous or seven-day shift work who have been transferred to other classes of employment during the qualifying period owing to no kiln being available for burning shall be entitled to the additional leave of one week.
- (f) **Annual Leave Rates for Shift Workers**
 A shift worker proceeding on annual leave shall be paid for the period of such leave at the worker's ordinary rate of pay plus shift allowances and weekend penalties relating to ordinary time worked if not on annual leave; provided that the shift allowances and weekend penalties shall not apply to public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of sub-clause (d) of Clause 13, Public Holidays.

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12. ANNUAL HOLIDAYS LOADING

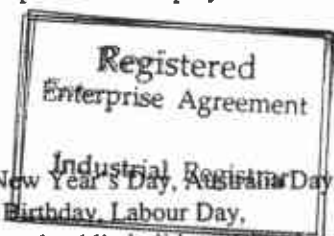
- (a) Before an employee is given and takes annual holidays or where, by agreement between the Company and employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the Company shall pay the employee a loading determined in accordance with this clause.
Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance.

- (b) The loading is payable in addition to the pay for the period of the holiday given and taken and due to the employee.
- (c) The loading is to be calculated in relation to any period of annual holiday to which the employee has become entitled (but excludes days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) or where such holiday is given and taken in separate periods, then in relation to each such separate period.
- (d) The loading is the amount payable for the period or the separate period, as the case may be, at the rate of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification level in which the employee was employed before commencing annual holiday but shall not include any allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this agreement.
- (e) No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that, if the employment of such an employee continues until the day when the employee would have become entitled to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (d), applying the agreement rates of wages payable on that day.
- (f) Where, in accordance with the Annual Holiday Act, the Company's establishment, or part of it, is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (i) an employee who is entitled to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with sub-clause (d);
 - (ii) an employee who is not entitled to an annual holiday and who is given and takes leave without pay, shall be paid, in addition to the amount payable under the Annual Holidays act, such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close-down as that employee's qualifying period of employment in completed weeks bears to 52.
- (g) When employment of an employee is terminated by the Company for a cause other than serious misconduct and at the time of termination the employee has not been given and has not taken the whole of the annual holidays to which the employee has become entitled, the employee shall be paid loading calculated in accordance with sub-clause (d) for the period not taken; except as provided in this sub-clause, no loading is payable on the termination of an employee's employment.
- (h) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on holiday; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

13.

PUBLIC HOLIDAYS

- (a) (i) The days on which the undermentioned holidays are observed - viz New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with all proclaimed or gazetted public holidays throughout the State.
 - (ii) Subject to the provisions of Clause 15, Penalty Rates, of this agreement and sub-clauses (c) and (d), all employees covered by this agreement shall be entitled to the above-mentioned holidays and shall receive payment for the said holidays at their ordinary rates of pay; provided that any such holiday falls on an ordinary working day or shift within the meaning of Clause 5, Hours of Duty.
 - (iii) In addition to the above, one extra day in lieu of Financial Members Day (falling due on the second Monday in November each year) shall be added to annual leave and taken by agreement between the Company and employees.
- (b) Payment shall be made for the said holidays subject to the condition that employees shall have presented themselves for work on the working days immediately preceding and succeeding the holidays specified herein



and shall have worked during normal working hours as required by the Company; provided that any absence from duty on either or both of the days preceding or succeeding the holidays owing to illness or injury covered by a certificate of a medical practitioner or by consent of the Company shall not render an employee ineligible for payment for the holiday.

Where a group of holidays as defined in sub-clause (d) occurs and an employee is found to be not eligible for payment for same because of non-compliance with any or all of the conditions set forth in the above paragraph, that employee shall forfeit payment for only one day of such group of holidays.

- (c) Notwithstanding anything elsewhere contained in this clause, employees engaged as other than five-day shift workers on rostered shift work and who are rostered off duty on any of the holidays specified herein shall be entitled, in respect of such holidays, to payment of an additional day's pay for the period in which such holiday occurs, or by mutual agreement an additional day's leave may be added to that employee's period of annual leave.
- (d) Notwithstanding anything elsewhere contained in this clause where within a period of seven days prior to any holiday or the commencement of any group of holidays the Company terminates, for reasons other than wilful misconduct, the employment of an employee who has been employed for a period of at least one month prior to the termination of employment, or where such an employee is stood down, the employee shall be paid for that holiday or group of holidays as the case may be.

Where two or more holidays occur within one working week, such holidays shall, for the purpose of this agreement, be deemed to be a group of holidays.

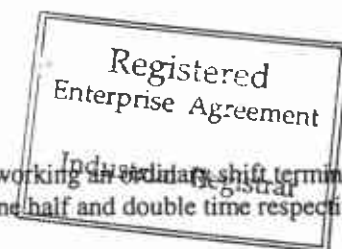
- (e) Production shift workers will work Boxing Day and Easter Monday and, by agreement, will make themselves available for all other public holidays if required.

14. MEAL AND REST BREAKS

- (a) Employees shall not be required to work continuously for more than five 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 ten 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 eight in any day that employee shall be allowed a second rest break on similar terms.

15. PENALTY RATES

- (a) Shift Workers (other than five-day shift workers)
 - (i) Rostered six-day, seven-day or continuous shift workers working an ordinary shift terminating on a Saturday or Sunday shall be paid at the rate of time and one half and double time respectively.
 - (ii) Rostered six-day, seven-day or continuous shift workers on ordinary shift terminating on any of the holidays specified in Clause 13, Public Holidays, shall be paid at the rate of double time and one half.
- (b) Five-Day Shift Workers
Shift workers working on a five-day shift system, Monday to Friday inclusive, working an ordinary shift of eight hours terminating on any of the holidays specified in Clause 13, Public Holidays, shall be paid at the rate of double time and one half.
- (c) Production Shift Workers
Production shift workers working a normal shift on a public holiday as defined in Clause 13, Public Holidays, will be paid at the rate of triple time.



16.

SHIFT ALLOWANCES

- (a) (i) Shift workers on a rotating day-afternoon, day-night or day-afternoon-night shift system shall be paid in addition to their wages an allowance at the rate of \$6.14 per shift.
 - (ii) Shift workers on a rotating afternoon-night shift system or on permanent afternoon shift shall be paid in addition to their wages an allowance at the rate of \$9.15 per shift.
 - (iii) Shift workers on a permanent night-shift shall be paid in addition to their wages an allowance at the rate of \$18.20 per shift.
- (b) The excess payments over ordinary rates prescribed in Clause 9, Overtime and Public Holiday Payments, and Clause 15, Penalty Rates, of this agreement shall be payable in lieu of the shift allowances prescribed in this clause.

17.

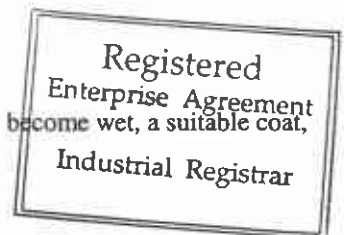
PAYMENT OF WAGES

- (a) All wages and earnings shall be paid weekly by electronic funds transfer and the pay week will commence on Monday and conclude on Sunday.
- (b) A day worker or shift worker whose wages have not been paid into the nominated bank account by 4.30 p.m. on Thursday shall be entitled to an additional four hours at the ordinary time rate of pay; provided it is proven to be the fault of the Company.
- (c) Should an employee be discharged from employment or be stood down on any day during the week that employee shall be paid -
 - (i) if discharged, all moneys due up to and at the time of dismissal; or
 - (ii) if stood down only, all wages due for the current pay period at the time of being stood down.
- (d) In the event of pay day falling on a public holiday, as defined in Clause 13, Public Holidays, all wages and earnings shall be made available by electronic funds transfer not later than the usual finishing time on the day immediately preceding pay day.

18.

PROTECTIVE CLOTHING

Where an employee is required to work in any place where clothes or boots are liable to become wet, a suitable coat, hat, trousers and/or footwear shall be made available by the Company.



19.

TRAVELLING ALLOWANCE

Employees shall be provided with free transport to the nearest means of public transport or shall be paid an allowance of \$2.81 per day; provided that no such payment shall be paid to an employee who lives within a radius of one kilometre of the plant.

20.

MANGANESE DIOXIDE

Employees handling manganese dioxide shall be paid, in addition to their ordinary rate of pay, the sum of 43 cents per hour whilst so engage.

21.

TERMINATION OF EMPLOYMENT CAUSED BY MECHANISATION AND/OR TECHNOLOGICAL CHANGE

- (a) Where, on account of the introduction, or proposed introduction by the Company, of mechanisation or technological changes, the Company terminates the employment of an employee who has been employed by the Company for the preceding twelve months, the Company shall give the employee three months notice of the termination of employment; provided that if the Company fails to give such notice in full -

- (i) the Company shall pay the employee at the ordinary rate of pay applicable under this agreement for a period equal to the difference between three months and the period of notice given; and
- (ii) the period of notice required by this clause shall be deemed to be service with the Company for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts;

and providing further that the right of the Company to summarily dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact the employee has been given notice pursuant to this clause of the termination of employment.

22. FIRST AID ALLOWANCE

Where an employee is appointed by the Company to perform first aid duty, then such employee shall be paid \$1.61 per day in addition to the ordinary rate of pay.

23. BEREAVEMENT LEAVE

- (a) The employee shall, on the death within Australia of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or step-child of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall, for a period not exceeding sixteen working hours, be without loss of any ordinary pay which the employee would have earned if not on such leave.

The provision of this clause shall also apply in the case of the death outside Australia of any such relative where the employee travels overseas to attend the funeral.

- (b) The right to such leave shall be dependent on compliance with the following conditions -
 - (i) the employee shall give the Company notice of intention to take such leave as soon as reasonably practicable after the death of such relation;
 - (ii) the employee shall furnish proof of such death to the satisfaction of the Company; and
 - (iii) the employee shall not be entitled to leave under this clause during any period in respect of which any other leave has been granted.
- (c) For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de-facto wife or husband.

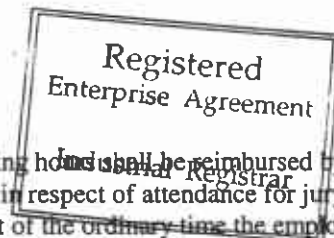
24. JURY SERVICE

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

- (b) An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

25. REDUNDANCY

- (a) Conditions
 - (i) The Company can shut down a plant for a period of up to three months without terminating an employee or paying any redundancy payments.
 - (ii) It is understood in (a) above that employees would continue to accrue holiday and long service leave



for the period that they are stood down.

- (iii) If the plant was to re-open during, and up to three months after shut down, no redundancy payments will be made.
 - (iv) If the decision was made during the three months shut-down period not to re-open the plant then payments would be made as per (b) below.
 - (v) An employee who had been stood down due to temporary or permanent reduction in output whilst the plant continued to operate and who is terminated will be paid redundancy payments in accordance with sub-clause (b) below.
 - (vi) The payments become applicable under the following conditions - subject to (i), (ii), (iii) and (iv) above -
 - (1) cessation of brickmaking activities;
 - (2) temporary or permanent reduction in output;
 - (3) reduction of staff due to technological change.
- (b) Calculation of Payments
Payments will be made in accordance with the following scale -

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



An employee with more than 7 years service will receive in addition to the payments above an additional week's pay for each year of service over 7 years.

Note: No payment will be made to any employee who is offered work elsewhere in another Boral Company; however an employee accepting such a position shall be allowed up to three months as a trial period to ascertain whether the work is suitable. If the position is not suitable and the employee leaves or is terminated that employee shall be entitled to the payments in this agreement.

26. DISCIPLINARY PROCEDURE

- (a) Warnings may be issued by the Supervisor of the employee concerned when, in the Supervisor'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 particularly 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(h), 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 by the Supervisor may 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) At all times, the employee has the right of appeal by reference to Clause 28, Grievance Procedure, of this agreement.

27. DISPUTES PROCEDURE (THE 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.

- (i) The employees concerned will discuss the matter with the immediate Supervisor or, in the absence of the Supervisor, the next available manager.
- (ii) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Plant Manager (if absent, the next senior manager) and further discussions will take place. In such discussions the employees may be represented by an industrial organisation of employees. The parties will make every endeavour to settle the dispute in a spirit of harmony and in the interest of good employee relations.
- (iii) If the matter remains unresolved it will be referred to the New South Wales Industrial Relations Commission for decision.
- (iv) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the plant where there is no risk.
- (v) All employees and parties to this agreement are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

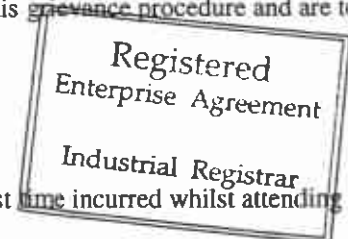
28. GRIEVANCE PROCEDURE (THE COMPANY AND INDIVIDUALS)

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 -

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

29. REPATRIATION ATTENDANCE

- (a) Employees being ex-service personnel shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment.
- (b) The employee must produce satisfactory evidence that attendance is required and did take place.



- (c) Lost time must not exceed four hours on each occasion and is limited to a maximum of four attendances in each year of service with the Company.
- (d) Payment for lost time shall be limited to the difference between ordinary time wages lost and any payment received from the Department of Veterans Affairs as a result of each visit.

30. UNION REPRESENTATIVE

- (a) If there are employees in the plant who are members of the union, an employee appointed as a union delegate shall be recognised by the Company as 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 paid leave days per year.

31. EMPLOYEE UNDERTAKINGS 14/3/95

The following undertakings are given by the employees in return for a 5% wage increase, up to the new rates specified in this agreement.

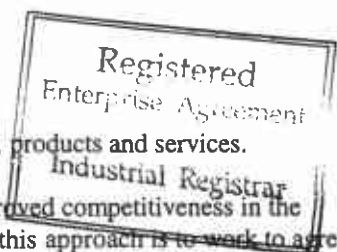
- (a) The increase given also recognises the employees' contributions to savings, innovation and willingness to participate in change.
- (b) The employees and the Company will incorporate into this Enterprise Agreement key components of the Boral Purpose Statement, being -

BORAL'S PURPOSE

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

By -

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



This will then lead to increased and sustainable productivity which will result in improved competitiveness in the market place, i.e. the Magna Carta and Continuous Improvement. The key factor in this approach is to work to agreed targets as listed below to gauge productivity and efficiency and have a participative management style.

- (c) The employees and the Company will work towards improved information sharing by holding "Weekly Innovative Meetings" on a regular basis with groups from each shift and the yard. Minutes will be taken and copies distributed on the noticeboards and to management.

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

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

Goal 1 PRODUCTION OVER AN 8-HOUR ACTUAL WORKED SHIFT

	Current Output	Goal + 2.5%	100%	85%
Loop 1 Tonnes	300 (68%)	307.5	440	374
Extruded Dryer Cars (1680/car)	43 (66%)	44	66	56
Setter Kiln Cars (5760/car)	12.6 (53%)	12.9	24	20.4
Underloader Kiln Cars (5760/car)	12.6 (63%)	12.9	20	17

9-hour or 7-hour shifts become pro-rata of the above.

Goal 2 PRODUCTION QUALITY

"First quality" will be improved from the current "93% first quality" to "95.5% first quality", i.e. increase by 2.5%. 09's and 93's are not included as first quality.

Goals 1 and 2 will be evaluated when the next round of Enterprise Bargaining is being discussed.

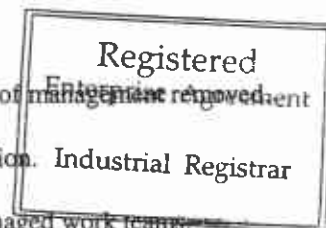
- (e) Increase will apply to all purpose allowances.
- (f) Extruder and setter to be treated separately and paid pro-rata on the skills allowance, i.e. \$3.83 for each, as people become skilled in the future from Skill Level 1 to Skill Level 2; from Skill Level 2 to Skill Level 3 the increase is \$5.40 and from Skill Level 3 to Skill Level 4 the increase is \$11.45.

32. BADGERY'S CREEK PRODUCTION EMPLOYEES UNDERTAKINGS FOR ENTERPRISE AGREEMENT OCTOBER 1996 TO MARCH 1998

The following undertakings have been made between the employees and management of Boral Bricks (NSW) Pty Limited at Badgery's Creek with the aim of entering into an Enterprise Agreement with the production employees at Badgery's Creek which results in efficiency and productivity gains.

The following actions are to be implemented -

- (1) There has been a major restructuring of the operation which has seen a level of management removed.
- (2) There has been a change in the culture to the extent that there is no demarcation.
- (3) The employees are willing to participate in change, team building to self-managed work teams.
- (4) The employees wish to contribute to improved performance and innovation.
- (5) The employees have accepted the introduction of transferred employees from other plants.
- (6) They are prepared to accept an eighteen month agreement.
- (7) They are willing to adopt KPIs as a means of gaining wage increases and decreases if performances deteriorate as per the matrix.
- (8) The KPIs and wages will be adjusted quarterly.
- (9) The employees are prepared to become multi-skilled.
- (10) Contract labour up to 10% of the workforce has been negotiated.



The above process will give the employees at Badgery's Creek an agreement which gives an incremental payment which is to be offset at the next quarterly review. This initial increment which they have already achieved by way of improvements in safety and quality is \$20.00 per employee per week. This increase is a one-off and further

adjustments are not possible until the matrix exceeds the \$20.00 by a positive aggregate across the KPIs. If they achieve \$28.00 on the matrix then they receive only an additional \$8.00. The performance must improve continuously to attain increases. No improvement gives zero increase. Any deterioration in performance may result in a reduction of pay rate as at 1/10/96 plus \$20,00 per 38-hour week.

The Enterprise Agreement is to take effect from the date the employees sign their agreement; however, only half should be paid when the union (Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch) have endorsed and signed the Enterprise Agreement and it will then be paid in full when ratified by the Industrial Relations Commission of NSW and then back-dated to the date of signing.

Employees minimum rate for a 38-hour week will be their 1995 Enterprise Agreement rate plus the \$20.00.

Clause 1

In order to assist employees to influence the efficiency levels of the plant the management will implement a policy of multi-skilling by removing the limitation on the number of employees up to and including level CW5. This will allow all employees to fully participate in the continuous improvement of efficiency and the minimisation of barriers to productivity, whatever their case may be, through all employees' commitment to preventative maintenance systems.

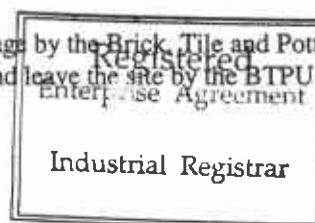
The ultimate aim is for the plant to operate based on self-managed work teams.

Clause 2 Use of Contract Production Workers

The Company is able to employ contract labour, up to 10% of the BTPU employees on site at Badgery's Creek, provided -

- (1) All BTPU employees have been asked to work up to the agreed safety levels before contract labour is employed.
- (2) Management provide to the union delegate or member of the consultative committee a full list of all employees requested to work overtime along with their response; the production manager will then ask any other employees who may have been missed prior to arranging for the contract labour to commence.
- (3) Management will advise the consultative committee on a weekly basis of any changes proposed to the level of contractors to be on site for the following week having followed (1) and (2) above.
- (4) Production contract labour is not to be utilised for operating production machines, specifically loop 1, extruder, setter, kiln, unloader or yard forklifts.
- (5) Contract labour is to be trained in accordance with quality assurance and all Boral Occupational Health and Safety guidelines before commencing any task. They are to be supervised by qualified personnel.
- (6) Should there be an industrial dispute involving a work stoppage by the Brick, Tile and Pottery Union, the production contract labour will be requested to cease work and leave the site by the BTPU delegate.

Clause 3 See attached Matrix.



TERMINATION OF AGREEMENT

**NOTICE OF TERMINATION OF
AN ENTERPRISE AGREEMENT**

Industrial Relations Act 1996, re EA 96/404, Boral Bricks Badgery's Creek Enterprise Agreement.

Whereas the above agreement was entered into by Boral Bricks (NSW) Pty Limited and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, the parties have agreed to terminate the agreement effective from the date of approval of a new agreement.

Registered
Enterprise Agreement
Industrial Registrar

Signed for and on behalf of

**BORAL BRICKS
(NSW) PTY LIMITED**



before




Date

6.5.99

Signed for and on behalf of the
**BRICK TILE AND POTTERY INDUSTRIAL
UNION OF AUSTRALIA - NEW
SOUTH WALES BRANCH**



 10-5-99.

before

Date

10.5.99

Signed for

**BORAL BRICKS (NSW) PTY LIMITED
BADGERY'S CREEK PLANT**



Date 6 5. 99

Signed for

**THE FEDERATED BRICK, TILE AND
POTTERY INDUSTRIAL UNION OF
AUSTRALIA, NEW SOUTH WALES
BRANCH**





Date 10-5-99



APPENDIX A

RATES OF PAY

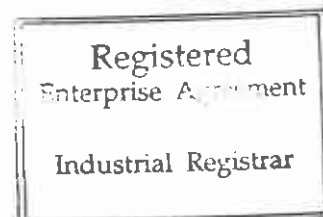
TABLE 1

Classification	Award Rate	Present Rate	New Rate 1/7/98	New Rate 1/7/99	New Rate 1/7/2000
Skill Level 1	407.6	472.13	491.02	510.66	530.89
Skill Level 2	424.5	479.8	498.99	518.95	539.51
Skill Level 3	437.5	490.61	510.23	530.64	551.67
Skill Level 4	452.5	513.5	534.04	555.4	577.4
Skill Level 7	452.5	555.94	578.18	601.3	625.13
Skill Level 11		615.98	640.62	666.24	692.64

TABLE 2

Classification	Award Rate		New Rate 1/7/98	New Rate 1/7/99	New Rate 1/7/2000
Skill Level 1	407.6		629.63	654.82	680.76
Skill Level 2	424.5		639.31	664.88	691.22
Skill Level 3	437.5		652.95	679.07	705.97
Skill Level 4	452.5		681.83	709.11	737.2
Skill Level 7	452.5		735.53	764.95	795.25
Skill Level 11			811.56	844.02	877.45

NOTE: The rates on Table 2 include Shift Allowance, Penalty Rates and Dirt Money.



APPENDIX B

**MEMORANDUM OF AGREEMENT REGARDING 38-HOUR WEEK
BORAL BRICKS (NSW) PTY LIMITED**

In accordance with the agreement between the Brick Manufacturers Association and the Brick, Tile and Pottery Industrial Union (NSW), and as further required by the Industrial Commission of New South Wales, an agreement has been reached between the management and the relevant employees of Boral Bricks, Badgerys Creek, to ensure that production is maintained at pre-existing levels without additional cost, employment of additional labour or use of additional overtime in the event of the introduction of a 38-hour week.

Partial cost offsets have been achieved by agreement to the following conditions:

1. Implementation will be on the basis of one week rostered off in each twenty (20) as rostered by plant management.
2. Travelling time allowance (3 minutes each way) between the site change-house and the work station(s) will be eliminated.
3. The wash-time prior to breaks and at the end of all shifts will be eliminated.
4. Agreed starting, finishing and meal break times will be strictly observed.
5. The principle of multi-skill working previously developed at the site will continue and be developed to ensure that productivity can be maintained at the required levels.
6. This agreement is a site agreement only related to "in-house trade-offs" at the Badgerys Creek plant of Boral Bricks (NSW) Pty Limited.

15 May 1984

Registered
Enterprise Agreement
Industrial Registrar

APPENDIX C

**BORAL BRICKS (NSW) PTY LIMITED - BADGERYS CREEK
ENTERPRISE LEVEL RESTRUCTURING AND EFFICIENCY AGREEMENT**

This agreement is made between Boral Bricks (NSW) Pty Limited, Badgerys Creek, and its employees (members of the Federated Brick, Tile and Pottery Union).

The parties having conferred together in accordance with the restructuring and efficiency principle of the NSW Industrial Commission have agreed to the terms and conditions set out below.

1. Restructuring and Efficiency.

The parties have agreed to the following changes -

- (a) The employees agree to rescind the agreement for the company-supplied transport from the works gate to the factory.
- (b) Payment of wages to be by electronic fund transfer with the actual transfer costs (agreed between employees and employer) being added through wages.
- (c) The employees agree that they will maintain brick production during shift changeovers. Operators will continue to operate the plant until relieved by the following shift operator or alternative arrangements are made.
- (d) All employees to be at their work stations at starting and finishing times. Employees agree to strictly observe all times relating to crib breaks. Current starting and finishing times are -

Day shift	7.00 am	to	3.00 pm
Afternoon shift	3.00 pm	to	11.00 pm
Night shift	11.00 pm	to	7.00 am
Day work	7.00 am	to	3.30 pm
or alternatively by mutual agreement	6.00 am	to	2.30 pm

Registered
Enterprise Agreement
Industrial Registrar

- (e) Current multi-skilling and continuous machine operations previously developed and in use at the plant are to be maintained and fostered.
- (f) The employees agree to man the kiln (roster basis) during any industrial dispute to ensure its continued safety.
- (g) All new employees will commence on a probationary period of one month prior to being offered permanent employment.

2. Works Committee

During negotiations the parties agreed there was a need for better communications. To that end, they have agreed to set up an ongoing consultative committee to include elected representatives of each of the onsite unions and management. The committee would discuss matters relating to improved efficiencies, introduction of new technology or plant and equipment and changes in management techniques.

3. Industrial Relations

During negotiations the parties agreed on the need to maintain good industrial relations at the plant and as a result agreed to the following Dispute Avoidance Procedure.

All matters in dispute between the company and any employee(s) shall first be reported to the person who has immediate responsibility for the employee(s) concerned. Such reports may be made by the employee(s), by the employee(s) and the union delegate, or by the union delegate on behalf of the employee(s).

If a solution satisfactory to both parties has not been reached the matter shall be taken up with the factory management.

If no resolution is reached between the parties the appropriate union organiser should be contacted for assistance or involvement.

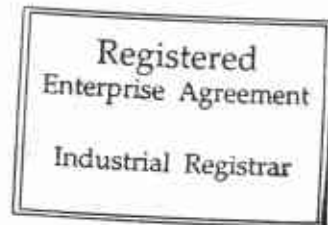
While all the above procedural steps are taking place work should continue normally.

None of the above steps precludes either party's rights under the Conciliation and Arbitration Act.

4. Implementation

In return for the above agreements, changes to work practices and productivity improvements the Company agrees to pay a wage increase of 4% of the hourly rate prevailing at Boral Bricks, Badgerys Creek, based on the Brickmakers and Assistants (State) Award as from the date of ratification of this agreement by the NSW Industrial Commission.

October 1987

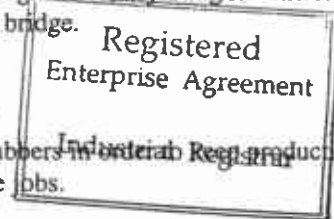


APPENDIX D

**BORAL BRICKS (NSW) PTY LIMITED
AGREEMENT FOR RESTRUCTURING AT BORAL BRICKS, BADGERYS CREEK PLANT**

The members of the Federated Brick, Tile and Pottery Industrial Union and the management of Boral Bricks (NSW) Pty Limited hereby agree to the following -

- (1) Replacement of broken safety blocks on all fine roller mills will be undertaken by FBTPUI members. This shall be done by adequately trained operators with appropriate assistance from the shift supervisor. On afternoon and night shifts mill taps will be checked by maintenance crew.
- (2) All adjustments to brick-forming equipment at the extruder area will be undertaken by FBTPUI members. This will include removing front piece from the extruder, adjusting plough wires, adjusting frit and slurry applications, adjustments to arris wheels, removing and replacing core bridge.
- (3) Pug mill screens will be removed and cleaned by FBTPUI members.
- (4) FBTPUI members will change setting machine rubber flaps and gun rubbers in order to keep production running if maintenance workers are otherwise engaged on maintenance jobs.
- (5) All external overloads only will be reset by FBTPUI members. After three times reset an electrician is to be recalled.
- (6) The number of personnel to undergo training and the timing of that training will be decided by agreement between the management and a training committee.
- (7) Forklift drivers agree to carry out routine daily maintenance on fork trucks. Materials will be provided for this to be done at any stage as required.
- (8) Forklift drivers agree to postpone breaks in order for trucks to be loaded promptly. Forklift drivers already on break will load trucks immediately after that break is completed.
- (9) Burners agree to replace and install gas burners with assistance on the kiln including preheat and side burners.
- (10) Burners agree in principle to be properly trained in order to carry out an inspection programme on gas fittings, log in kiln diary and report to management. Exact details will be finalised in further discussions.
- (11) FBTPUI members agree to participate in a joint session of the restructuring committee with management in order to carry out the reclassification of employees under the award changes in as soon a time as practical.



27 June 1990