

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/313

TITLE: Boral Bricks Pty Ltd Kempsey Site Enterprise Agreement 2000

I.R.C. NO: 2000/5046

DATE APPROVED/COMMENCEMENT: 24 October 2000

TERM: 28 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA98/202

GAZETTAL REFERENCE:

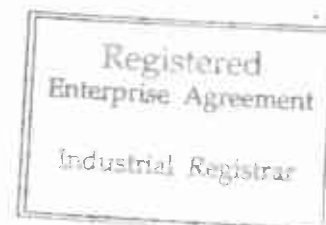
DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to production and maintenance employees of the company operating at and from South Street Kempsey, NSW

PARTIES: Boral Bricks (NSW) Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch



1.

TITLE

This agreement shall be known as the **Boral Bricks Pty Limited Kempsey Site Enterprise Agreement 2000.**

2.

ARRANGEMENT

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2	Arrangement
3	Objects of Parties
4	Area, Incidence and Parties Bound
5	Bargaining Unit
6	Date and Period of Operation
7	Relationship to Parent Award
8	Operational Procedure
9	Quality Assurance
10	Contract Labour
11	Sick leave
12	Avoidance of Disputes Procedure
13	Wages
14	Declaration

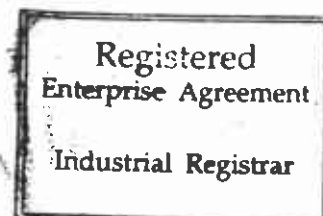
3.

OBJECTS OF PARTIES

It is the objective of the parties to the agreement to implement work place practices so as to provide for working arrangements which improve the productivity of the Kempsey Plant, enhance job satisfaction and assist positively towards ensuring that Boral Bricks Kempsey Plant becomes a more efficient enterprise.

The parties agree that the spirit and the objectives of this agreement are:

- (a) To improve productivity and/or efficiency and/or flexibility at the workplace for the future health of the business and the security and satisfaction of its people.
- (b) To facilitate the development and maintenance of the most productive and harmonious workplace relationship obtainable.
- (c) To ensure the creation of a workplace culture which focuses on reduction in current and potential safety hazards.
- (d) To encourage team work and establish an atmosphere of mutual trust and commitment between one another.



4.

AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon Boral Bricks Pty Limited operating at and from South Street, Kempsey, and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, in respect of all production and maintenance employees.

5.

BARGAINING UNIT

For the purpose of negotiating an enterprise agreement a single bargaining unit has been established with a negotiating committee consisting of one management representative and three employee representatives.

There will be regular meetings of this unit commencing at least six months prior to the expiration of this agreement.

During the term of this agreement, management and the employees will discuss the concept of self-managed work teams and the possibility of annualised salaries with any agreement introduced in the next Enterprise Agreement.

6.

DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period to commence on or after the date of this agreement's approval by the Industrial Relations Commission of NSW and shall remain in force until February 2003.

7.

RELATIONSHIP TO PARENT AWARD

The terms of the Brick & Paver Industry (State) Award and the Metal and Engineering Industry (NSW) Award shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of inconsistencies, the terms of the agreement shall prevail.



8.

OPERATIONAL PROCEDURE

To assist with the implementation of this agreement and achieve better flexibility of the workforce the following is agreed by the parties.

- (a) Flexibility of jobs and duties within and between the work areas shall be limited only by individual skill levels. Where minor repairs and maintenance are concerned employees other than maintenance may assist the maintenance team to effect the repairs. However, no employee should perform repair work which requires endorsement of an appropriate authority (e.g. licence). This clause is not intended to contradict or diminish the spirit of

co-operation that currently exists between all departments.

- (b) Take all steps necessary to avoid any action which disrupts continuity of operation by resolving employee concerns effectively and speedily through full and open communication and reference to the avoidance of disputes procedure set out in Clause 12 of this document.
- (c) Training and retraining and the development of employee's skills to enable the employees to develop a career path and to meet the changing needs of the company's manufacturing processes.
- (d) To participate in any programs designed to ensure the safety and improved performance of the employee, i.e. warm up exercises.
- (e) Palletising and setting shall be performed in accordance with the company's requirements and the In-House Agreement. The In-House Agreement may be varied from time to time by mutual agreement between the management and the employees without affecting this Enterprise Agreement.
- (e) To consistently seek improvement in safety, quality, efficiency, housekeeping, productivity and all facets of the work environment.

9. QUALITY ASSURANCE

The employees shall agree to operate in accordance with the company's accredited Quality Assurance Scheme. This Scheme is designed to provide the best quality product, customer service and productivity achievable by the company.

Under this scheme the employees are required to be involved in the decision-making process with regard to the quality of the product. It is each employee's responsibility to take ownership for the quality of the product produced in their particular work area.

10. CONTRACT LABOUR

It is agreed by the parties that the company may use three contractors under the following conditions -

1. Company to inform consultative committee of their reasons to hire contractors.
2. Before hiring contractors, permanent employees must be given the opportunity to do the work first.
3. No permanent employee can be replaced by a contractor
4. No permanent employee to be retrenched whilst contractors are on the plant
5. No contractor to be offered overtime except after all permanent employees have been given the opportunity to do the available overtime.
6. No contractor to operate machinery tasks (e.g. extruders, dehackers)
7. Contractors can only be used to cover the following after consultation and agreement with



the consultative committee -

- (a) to cover peak load situations (e.g. exporting, palletising)
- (b) to cover annual leave or long service leave to agreed lengths of time, by consultation.

11.

SICK LEAVE

- (a) Notification of an employee's absence on sick leave is to occur within eight hours of normal commencement time, otherwise the employee will forego payments for that day unless abnormal circumstances exist. If notification is not received a doctor's certificate or a Statutory Declaration will be required for payment.
- (b) RDO and holiday monies may be used for excessive sick leave upon approval by the Plant manager. A doctor's certificate must be produced for this leave.
- (c) After 3 single days sick leave in any sick leave year a doctor's certificate or Statutory Declaration must be produced for any further sick leave, in multiple or single days for that sick leave year. For any sick leave in excess of one single day a doctor's certificate must be produced.



12.

AVOIDANCE OF DISPUTES PROCEDURE

The purpose of this Avoidance of Disputes procedure is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

During a dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction. If justified on the grounds of health and safety, within the reasonable responsibility of the employer concerned, this clause shall not apply.

The agreed procedure is detailed hereunder:

STAGE 1

The employee and/or the delegate will contact the supervisor and attempt to settle the matter at that level.

STAGE 2

If it is not settled at stage 1, the employee and the delegate will meet with the plant manager.

STAGE 3

If the matter is not settled at stage 2, it shall be referred to the appropriate union and employer association.

STAGE 4

If stage 3 is unsuccessful, it is agreed that the matter may then be referred to the New South Wales

Industrial Relations Commission for conciliation or arbitration.

Every effort will be made to complete stages 1, 2 and 3 within five working days.

13.

WAGES

Wage rates will be increased by 4% from 20 February 2000 with a further increase of 4% from 20 February 2001 and 2002. These percentage increases will be applied to the base rate of pay and will be for all purposes including Annual Leave and Long Service Leave.

The weekly wage rates for ordinary hours worked shall be as per Appendix "A" attached.

During the life of the agreement employees will receive a weekly payment paid in accordance with the Key Performance Indicators set out in the MATRIX attached as Appendix "B". As part of this agreement the payments set out in the MATRIX have been increased by 50%.

The Key Performance Indicators will be reviewed each three months and the payment will be based on efficiency gains during the three months.

Where management elects to trial new products, carry out extended runs of new products, make changes to the kiln or quarrying and this results in non-standard product, then this product will not be counted towards quality for KPI purposes.

The penalty for late payment of wages into an employee's account will be extended to 10 a.m. Friday. However this later time will only apply where the fault is with organisations other than Boral.

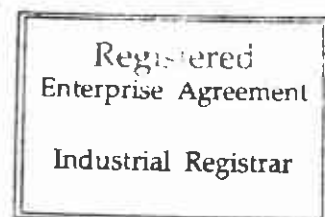
The parties agree that they will work towards a divisional wage structure which rewards individuals with additional skills or responsibilities

14.

DECLARATION

The parties declare that this agreement:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress;
- (d) reflects the interests and decrees of the parties.



SIGNED BY THE PARTIES TO THE AGREEMENT

Signed for Boral Bricks Pty Limited



Signature


BARRY WILLIAM LEE.

Please print name

31-7-2000

Date

Signed for and on behalf of the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch



Signature


JOHN RYAN.

Please print name

16-8-2000

Date

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch



Signature

PAUL BASTIAN

Please print name

21 Aug 00

Date



Classifications and Wage Rates

	Award Rate	Rates from 20 February 00	Rates from 20 February 2001	Rates from 20 February 2002
DIVISION A	434.60	436.38	453.84	471.99
DIVISION B	451.50	453.96	472.12	491.00
DIVISION C	464.50	467.48	486.18	505.63
DIVISION D	479.50	483.08	502.40	522.50
DIVISION E	502.40	506.90	527.17	548.26
FITTER	477.20	497.00	516.88	537.55
LEADING HAND		517.70	538.41	559.95
ELECTRICIAN	497.60	505.11	525.31	546.32

Enterprise Agreements
Industrial Registrar