

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/340

TITLE: The Austral - Bowral Bricks Enterprise Agreement 2002

I.R.C. NO: IRC02/5665

DATE APPROVED/COMMENCEMENT: 10 October 2002 /25 July 2002

TERM: 32

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/123

GAZETTAL REFERENCE: 6 December 2002

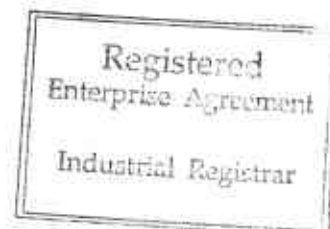
DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in the production of clay bricks and pavers, as well as, the associated mechanical maintenance tasks at the Bowral Plant, who fall within the coverage of the Brick and Paver Industry (State) Award

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



BEFORE THE INDUSTRIAL RELATIONS COMMISSION OF
NEW SOUTH WALES

RE: ENTERPRISE AGREEMENT

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

This Agreement shall be known as :- **THE AUSTRAL – BOWRAL BRICKS
ENTERPRISE AGREEMENT 2002**

1. **PARTIES**

The Austral Brick Company Pty Limited, NSW Division (the Company) and The Federated Brick, Tile and Pottery Industrial Union of Australia (NSW Branch), (the Union). The agreement will continue to apply to the heirs and successors of the parties.

2. **APPLICATION**

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

ARRANGEMENT

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3. PERIOD OF OPERATION

This Agreement will operate from the first pay period to commence after 25 July 2002 providing the Agreement has been approved by the Industrial Relations Commission of New South Wales, and will continue in force until 4 April 2005, subject to the provisions of the New South Wales Industrial Relations Act 1996.

4. SCOPE

This Agreement will cover all employees engaged in the production and of clay bricks and pavers as well as the associated mechanical maintenance tasks at the Bowral Plant.

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

5 OBJECTIVES

(a) The objectives of this Agreement are to continue to facilitate:

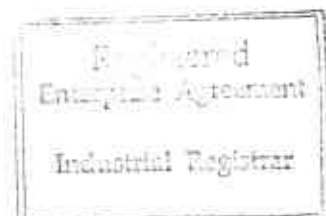
- (i) flexible working hours
- (ii) workplace productivity
- (iii) the development and maintenance of the most productive and harmonious working relationship obtainable.

(b) An important factor in reaching the above objectives is the continued development of the working environment where all parties are involved in the decision making process. Both management and employees are committed to a continuation of positive co-operation in implementing work practices that are flexible and meet the requirements of the Company.

6 WORKPLACE EFFICIENCY

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

(b) Employees will not impose any restrictive practices. They will take all necessary steps to ensure the quality, accuracy and completion of any task. No demarcation will exist on site; where practical, staff will not carry out work so as to effect the opportunity of employees to work overtime.



- (c) Employees will comply with all reasonable requests to transfer and to perform work covered by this Agreement.
- (d) In case of machine breakdown, employees will ensure that the plant is kept clean and free from spent materials.
- (f) Burners to do off-kiln work eg. Forklift, greasing of fans transfer cars and haulage winches associated with the bottom yard tunnel kiln, pallet painting , bagging, cleaning, topyard kilns etc, when requested and time permits. Greaser to do likewise.
- (g) Productivity undertaking by the BTPIU and its members for **[2002 Agreement]**
The union and its members commit to the following productivity undertaking:-

It is recognised by the parties to this agreement that increasing competitive pressures are upon the brick industry as a result of new technology , new products and new building systems.

The union and its members are concerned about the effect these trends will have on the long-term viability of the brick industry and the interests of its members in maintaining employment, training and career development opportunities. These concerns are validated by the loss of employment opportunities to its members in the clay pipe industry over the last decade.

For these reasons the union and its members agree to actively work in cooperation with management of The Austral Brick Company to achieve its goal of increasing the productivity of plant personnel to current worlds best practice by taking advantage of the latest developments in technology and production management systems (examples of which are automation, robotics, video and telecommunications as well as computerisation).

The parties to the agreement recognise that the adoption of a best practice program is in the interest of the clay brick industry and its employees who will benefit not only through increased job security but also by acquiring up to-date skills. These skills in the use of the latest technologies will improve the quality of the employees work-life at Austral and are also transferable across industries and will therefore maintain the long-term employability of its members.

This undertaking is given on the basis that it is in the interests of both its members and the company that any reductions in personnel should be done on the basis of natural attrition and not forced redundancy.

- (h) Recalcitrant Pieceworker – only paid for piecework done on any day where poor output achieved through laziness or attitude problem, provided that the employee is not paid less than the award rate for that week. This clause will not apply where less than 10,000 bricks are handled due to quality problems such as sticking.

(i) An extra employee in the loft will be provided on reasonable request from the operator when conditions such as wet weather render operation of the old plant raw material plant impossible for one employee.

(j) Fork Lift Drivers will check the fuel, oil, water and tyre pressures, top up as required.

Forklift drivers involved in loading trucks will defer their smoko and lunch breaks when trucks are being loaded, provided the break has not commenced.

Yard workers will clean-up by restacking any fallen bricks, in between loading trucks.

(k) Press Machine Operators will: produce a quantity equivalent to 10,000 standard bricks per day ; agreed cleaning tasks are detailed below in clause 22 (b).

(l) The Fork Lift Drivers unloading kilns will do so when kilns are hot but workable.

7 CAREER PROGRESSION AND TRAINING

(a) The parties to this Agreement continue to recognise that a strong commitment to skill development is required in order to increase efficiency and productivity.

(b) Opportunities will be made available, wherever practicable, to enable employees to develop skills and competencies for progression through the classification structure.

(c) Employees will be encouraged to progress to the highest level personally attainable, consistent with the needs of the enterprise.

(d) When a new employee commences at a high level due to particular skill requirements, that employee must "backfill" lower level skills within 12 months in order to ensure full flexibility of the enterprise.

8 CASUAL/CONTRACTOR EMPLOYMENT

(a) Casual/contractor labour may be employed on the basis of 1 casual/contractor employee to every 10 full time production employees at each individual Plant , in a particular week. (This basis may be reviewed by the Consultative Committee).
Such casual employees may be used to cover:

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

provided that

- (i) they are not used to replace full time employment and normal overtime,
 - (ii) they only work overtime after all full time employees have declined to work overtime, and
 - (iii) whilst they are employed there will be no retrenchments of full time employees.
- (b) A casual employee is one specifically engaged as such and paid a loading of an additional 20% on the wage rate prescribed in this agreement. This loading is in lieu of non-payment for sick leave, public holidays, annual leave and long service leave.

9 HOURS (DAY WORKERS)

- (a) The ordinary hours of work will be 38 per week.
- (c) Ordinary hours will be worked between the hours of 6am and 6pm with a maximum of 8 hours (apart from meal breaks), worked consecutively, on any one day, including the Thursday before a Friday public holiday.

However, ordinary hours may be worked in the period Monday to Sunday by agreement between the Company and the employees, provided that employees will not be required to work in excess of 12 consecutive hours per day .

- (c) The Plant Manager may fix the starting time in the Yard within the limitations in subclause (b) above, and may alter it from time to time either with the consent of the employees or by posting the alterations in a convenient place.
- (d) Employees are not required to work continuously for more than five hours, unless otherwise agreed between the employer and the employees affected, without a meal-break of not less than 20 minutes nor more than 30 minutes. For the purpose of this clause the daily meal-breaks can be taken by agreement between the employees concerned and management as a fixed break of 10 minutes from 9.50am to 10am each day; and the balance as one or more convenient opportunity breaks throughout the day.
- (e) If an employee or group of employees is required to work during their usual meal break, due to an emergency or for the purpose of maintaining production, they will be allowed to take their meal break when the other employees have resumed work and relief is available.



- (f) Employees agree to move to a part time basis (4 day week) in hard times with one months notice. This would occur when order outlook is poor and stock is excessive.
- (f) Bowral employees agree to accept the same Christmas party conditions as those provided to the company's Wallgrove employees. This will be in the form of a catered spit-roast at the plant in the week before the Christmas Break-up.

In addition the company will provide a bus to those employees who are in the Austral Bricks Social Club so that they can attend both the 'Kids Christmas Party' and also the 'Adults Christmas Party'.

(g)

10 SHIFT WORKERS

10.1 Employees deemed shift workers are those that are engaged on a working pattern that is either fixed or rotating and requires one or more of the following working patterns . continuous shift, seven day shift, afternoon shift or night shift, as defined in the award.

10.2 HOURS OF WORK AND ANNUAL LEAVE

- (a) The ordinary hours of shift workers will be 38 per pay period and each shift will not exceed 8 consecutive hours inclusive of a paid meal break.
- (b) If the Company and the employees agree, a greater number of hours may be worked providing that employees are not required to work in excess of 12 consecutive hours per shift.
- (c) The starting and finishing time for shift workers will be set by the Company to best service the effective operation of the plant.

However, the Company may alter the starting and finishing times and vary the shift overlap times in any Plant in order to enable a factory to respond flexibly and maximise production in the pattern of demand for the Company's product.



- (e) Rosters will be provided to enable weekly rotation and equity. An employee's place on a roster will not be changed with less than 7 days notice unless payment of penalty rates is made, except in the case of shortness of staff due to illness or misadventure in which case the maximum possible notice shall be given.
- (f) Employees are to use the time clock and card provided to clock on and off for each shift they attend; employees failing to do so will not be paid for the shift in question. Where an employee fails to clock on or off for any reason, they must promptly advise their supervisor who will mark their card by hand.
- (g) A continuous or seven day shift worker will have added to the worker's annual leave period, one extra day for any holidays (as prescribed by the Award) which fall within the leave period.
- (h) Shift payments will be paid in accordance with the award other than that they will be on a percentage basis as follows:-

Rotating Day, Afternoon and Night	10 %
Permanent Afternoons	15 %
Permanent Nights	30%

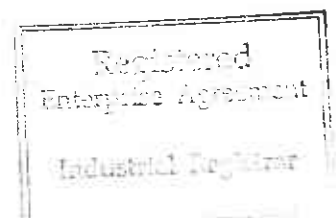
Afternoon shift is a shift rostered to finish after 6pm and before midnight

Night shift is a shift rostered to finish after midnight and before 8am the following day.

Shift workers involved in piecework will not be paid a shift payment as a % of piecework earnings but will receive payment based on their weekly ordinary rate of pay.

10.3 OVERTIME Shift Workers

- (a) An employee who is engaged on shift work for less than the full number of rostered shifts in any working week will be paid overtime rates for the time worked as a shift worker in that particular week.
- (b) The above overtime penalty will not apply if:
 - (i) the employee has been engaged on continuous shift work for more than one week.
 - (ii) the Company and the employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, or



- (iii) The lesser number of shifts worked is due to the action of the employee, or
- (iv) the employee is a regular burner or tunnel kiln operator.

11 OVERTIME – All Employees

- (a) Overtime work will be so arranged that, wherever practicable, employees have at least 8 hours off duty between successive days. However, an employee whose ordinary working time commences on the following day before the employee has had 8 consecutive hours off duty, will be released until the 8 consecutive hours are completed. The employee will suffer no loss of pay for the ordinary working time occurring during the employee's absence from duty.

Where it is pre-arranged for an employee to return to work on overtime a minimum of one hour at time and a half will be made.

12 SICK LEAVE

- (a) An employee, other than a casual employee, who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence equivalent to 5 days in the first year of service and 8 days for each subsequent year of service. One day will be counted as 7.6 hours and payment will be subject to the following conditions:
 - (i) Sick leave taken during the first 3 months of employment (which satisfies the other provisions of this clause) will only be paid for after the employee has been employed for 3 months.
 - (ii) No payment will be made for any absence for which workers' compensation is paid.
 - (iii) The employee will not be entitled to payment in respect of any time lost on an ordinary working day on which, had the employee attended for duty, the employee would not have been required to work.
 - (iv) The employee will advise the Company of the expected absence and state, as far as practicable, the nature of the illness or injury, within 24 hours of the commencement of the absence.
 - (v) For absences of 3 single days or more in any sick leave year the employee will provide satisfactory evidence of the illness or injury.
 - (vi) The yearly entitlement of sick days will apply to the sick leave year commencing 1 January 1974 and continue thereafter. Continuous service with an employer prior to this date will be taken into consideration in assessing an employee's sick leave entitlements.

- (vii) Any untaken sick leave at the end of each year's continuous service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave except as provided in sub-clause (ix).
- (ix) In place of adding the accumulation to the entitlement, the employee may apply for a bonus made up of wages equivalent to the outstanding days of the current year's entitlement for each full day of untaken sick leave during the current year.
- (x) The sick leave entitlement for each year of service will be calculated as follows:-
- * For employment commenced before 31 December each year, pro rata until an employee has reached 31 December of the following year after employment.
 - * For employment thereafter, the period from 1 January to 31 December of each year.
- (b) Continuous service will be deemed not to have been broken by absence on sick leave which meets the above requirements. It will also be deemed not to have been broken in the case of leave of absence granted by the Company or other reasonable cause (proof of which will be on the employee).

13 WAGES

- (a) Wages will be paid by EFT not later than banks close of business on Thursday of each week. Changes may be made to accommodate unusual situations or circumstances providing they are in accordance with the Industrial Relations Act 1996.

(b) This Agreement provides wage increases to hourly rates and piece-rates which will be paid as follows. No increases will be paid until the final document is completed and signed by all the parties ready for registration; back pay of up to three weeks will be available to allow this documentation and lodgement process to take place:-

In the first year one increase of \$25.00 paid at the start of the year. In the second year two increases of \$12.50 one paid at the start of the year and one six months later. In the third year two increases of \$12.50 one paid at the start of the year and one six months later.

In addition the company undertakes to move hourly pay rates at Bowral to a position of parity with those rates paid at the Wallgrove plants on a section by section basis as and when each section is automated ; this will provide the appropriate efficiencies to fund the increases.



The six sections are; Topyard Clay Preparation, Topyard setting firing & maintenance, Topyard stacking and depatch; Bottomyard Clay Preparation, Bottomyard setting firing & maintenance, Bottomyard stacking and depatch.

In recognition of the employees desire to move to parity the company will make a parity payment totalling \$5.00 at the start of the first year, moving to \$10.00 in the second year and finally \$15.00 in the third year. This payment will be in the hourly rate or applied to piece-rates by the formula below. These parity payments and any other site specific payments including historical individual merit payments will be absorbed at such time as parity with Wallgrove rates is granted to each individual Bowral employee.

All of the above increases will be translated to piece-rates based on the percentage of the pre-existing 'B' rate as spelled out by the formula in clause 23b of this agreement. In addition the existing flat over-award payment of \$8.00 per week will be rolled into hourly rates.

- (c) The old attendance allowance of \$41.50 will be replaced by a new weekly attendance bonus of \$60.00c which will be lost to any employee who takes time off work during the week for any reason other than prearranged annual or long service leave. Any person who goes home sick after a minimum of four hours work on any day or who is late by a total of not more than 2 hours in a pay week, will not lose this attendance bonus.

There will be an exception to the loss of this attendance bonus for one single days absence per year if the employee provides a Doctors certificate for the day. In addition any person who is off work by prearranged and authorised leave without pay will only lose the bonus for that days absence.

- (d) The parties accept that there will be no extra claims with respect to wage rates and conditions during the life of this agreement and the link to state and federal(safety net) wage case increases is broken by virtue of the express increases detailed in this agreement.

14 PUBLIC HOLIDAYS

When a public holiday falls on a day where ordinary hours are worked, it will be classed as that day and no time off in lieu will be available to be taken on another day. i.e. 8 hours Monday to Thursday and 6 hours on Friday.

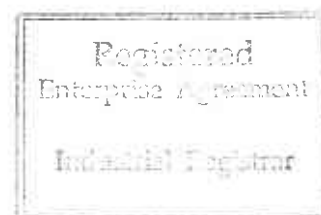
Public holidays will be paid at single time if taken or doubletime and a half if worked.

15 SAFETY CLOTHING

- a) Bowral employees will be entitled to the same clothing allowance as employees at the Wallgrove site; which is two issues per year. This work clothing will be of a high visibility nature to reduce the risk of accident and employees will make every effort to wear the clothing provided while at work.

b) Relevant safety equipment as supplied by the company is to be worn as requested at work.

16 Redundancy



16.1 Severance Pay

(a) Payments will be made in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement in Weeks</u>	
	<u>Under 45 Years</u>	<u>Over 45 years</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 less than 7 years	16	20

(b) An employee with seven or more years' service will receive, in addition to the above payments, two and a half weeks' pay for each year of service over the seventh year; provided that the maximum amount of severance payments made in accordance with this clause will be capped at 52 weeks.

(c) If the Company is part of a group of companies with other operations, employees may be offered work in any of those operations which may have a suitable vacancy. An employee accepting such a position will complete three months as a trial period to ascertain whether the work is suitable.

If the position is not suitable for reasons such as excessive travel, and the employee leaves or is terminated during the trial period, the employee will be entitled to the payments set out in sub-clause (a) above.

This provision will not apply where employees are transferred to other work or shifts due to the Company altering its production program.

Where the Company offers to transfer an employee to a like position at another of its Plants and the employee declines the transfer which would require travel of not more than 45 minutes each way, then the employee will not be entitled to any of the payments set out in this clause.

(d) "Week's Pay" means the all-purpose rate of pay for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay and over-award payments, bonuses, penalty rates and shift allowances.

16.2 Notice of redundancy

The conditions for notice period in relation to redundancy will be as per the award , except that in the case of employees over the age of 45 years they will not be entitled to the additional weeks notice. (2002 trade-off)

17 DISCIPLINARY PROCEDURE

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

- (a) Employees who exhibit unsatisfactory performance or behaviour will be counselled so that they understand the standards expected of them, and will be offered assistance and guidance in achieving those standards
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning
- (g) The company has the right for disciplinary reasons , to stand down an employee without pay whilst an investigation of an incident of alleged serious misconduct is carried out.

18 GRIEVANCE PROCEDURE

A. Procedure in relation to a grievance of an individual employee:

- (a) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.

- (d) At the conclusion of this discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.

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

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

19 UNION MEETINGS

- a) All Union meetings are to be held in the employees' own time.
- b) Annual union training of two days will be allowed to the delegate & co-delegate at each plant without loss of pay.

20 ADDITIONAL ANNUAL LEAVE

In lieu of Financial members' Day as provided in Clause 8(i)(a) of the Award, an extra day of annual leave will be added to each employee's entitlement (as currently customarily provided), and taken at a time mutually agreeable to the employee and the Company. Only financial members of the union will receive payment for this day.

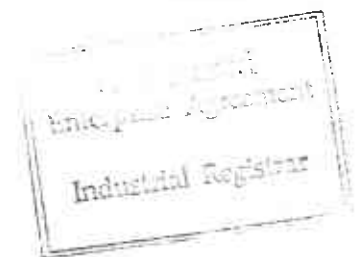
21 DRUGS AND ALCOHOL

All Company sites are to be free from the consumption of alcohol, or other mood altering substances.

When a Plant Manager, after investigation feels an employee's health has deteriorated to a point where they are unable to carry out their normal duties efficiently, or that they are deemed a danger to themselves or other employees. Then they may request the employee to attend a Doctors Surgery for a blood alcohol or drug test before being allowed to resume work.

Repeated instances of this nature will result in counseling, warning and ultimately dismissal from employment in accordance with the company's disciplinary policy.

Employees found consuming drugs or alcohol at work will be summarily dismissed for misconduct as per clause 17d of this agreement.



22. 'FINISH AND GO' WORKPATTERN

- (a) a 'finish and go' work pattern has been introduced in the previous agreement whereby employees engaged in piecework will complete(finish) an allocation of piecework and then leave work for the day (go) , provided they have also completed the following cleaning tasks at no extra cost.
- (b) The following cleaning duties are to be completed by pieceworkers before they are entitled to go after completing their daily piecework production, this work is included in the piece-rate and will attract no further payment:-

Stackers Bottom Yard; Clean around rollers and bat bin as well as the floor area between platform and kiln.

Stackers Top yard; Clean around rollers and bat bins

Topyard Setters; Clean wells, front and back of machines.

Bottom Yard Setters; Machines 11 to 14, rake wells, floor of caged area, under scrap belts, behind access platform to machines, area west to the wall and bucket elevator.

This work is to be completed each shift, where an oncoming shift finds housekeeping not complete the supervisor is to be notified and the offenders required to pay for the cleanup. Repeat offenders will be disqualified from further participation in F & G at managements discretion.

- (c) Employees must qualify to participate in F & G i.e. be able to consistently do accepted quantity and quality. Cumulative targets must be met to achieve early finish, the clock resets each week. Where a pieceworker works in more than one area in any week cumulative targets have no application to that employee. A week is a calendar week for the purpose of F & G.
- (d) There is to be no early start for any shift except by prior arrangement between the supervisor and the employees concerned.
- (e) Employees undertake to make themselves available for the entire duration of each shift, for five shifts each normal week. Weekly cumulative targets are to be met in five shifts(F & G is not a vehicle for a four day week).Hours unworked are not cumulative.

- (f) Where piecework is done on a group basis all members must agree to F & G. No agreement no F & G. For piecework for the group in excess of the target on any day all the group must work on if the majority of them want to.
- (g) Only hourly rate work organised by the supervisor will be payable. This work will be paid at the normal time rate. Time worked beyond the end of the shift to be paid at overtime rates. Hourly rate work must be worked around piecework at the request of the supervisor. Every effort will be made to spread hourly work so arranged amongst all pieceworkers in the work area.
- (h) F & G is not to interfere with the quality of piecework. Stackers will continue to correctly sort product (no 1sts in 2nds, no 2nds in firsts, no full pieces gone as batts) and accept sorting three ways when required, subject to negotiation on difficulty when sorting off blocks. Machinemen will make well-pressed product and not damage it through setting. Setters will set blocks as instructed(including turning and gapping). Piecework not performed properly will be rejected, not paid and deducted from the F & G tally for the individual concerned. This section will have no application where a pieceworker has notified the area supervisor of a problem effecting quality and been instructed by the supervisor to continue regardless.
- (i) Employees agree to forego F&G on a Friday for the purposes of filling a face kiln where 3 rows or less remain to be set; overtime may be payable for this purpose. Each setter will be required to do a maximum of 2,000 extra bricks for this purpose.
- (j) A payment of 15 minutes/car/employee will be made to piecework stackers working on bottom yard stacking platform, for sweeping off car decks and lanes, moving kiln cars onto the transfer car and moving transfer car to the desired track. Payment will be made to a maximum of 4 stackers per shift.
- (k) The rate for setting and stacking multi piece units (a stack of 3 or more handled together) will be equal to 3 times the standard brick rate.
- (l) The company does not guarantee the quantity of piecework (or subsequent earnings) for employees involved in piecework, as indicated by the targets. The company may restrict the quantity of piecework to target figures.
- (m) Makeup work will only be available where no hourly rate work (by other employees) is required. Makeup work to be organised prior to the event , makeup work is not to interfere with other pieceworkers.
- (n) The company will not act in any way for the sole purpose of preventing employees from participation in F & G. Employees will support the company in achieving production targets and will forgo F & G as requested by the company for this purpose.

- (o) TRANSFER OF EMPLOYEE ENGAGED IN PIECEWORK TO HOURLY RATES. Where an employee has substantially commenced a shift doing piecework, and is transferred to an hourly rate job to fill an essential vacancy created by absenteeism, that employee will be paid the equivalent of 11,230 bricks stacked for that shift (8,420 for a Friday).

This subclause has no application where piecework is stopped for any other reason whatsoever including but not limited to :- breakdown, shortage of raw material, product or any other resource required.

Likewise the company may elect to cease piecework in any area for any reason without this clause applying.

- (p) Employees must stay until F & G targets are achieved or the end of shift. If targets are not met F & G is foregone for that shift. The company may still allow employees to leave early , at its sole discretion.
- (q) The company reserves the right to stop F & G piecework at any time for any reason.
- (r) Both parties will give due consideration to OH&S principles with regard to the rate at which piecework is undertaken so that employees do not "overdo it " In pursuit of an early finish. The shift will be broken up so that the housekeeping work punctuates the piecework and is not all left to the end of the shift. To this end, the minimum time to be actually worked each shift will be 6 hours(5 hrs Fri) and no employee will leave earlier under the provision of F & G without the consent of the company.
- (s) The following daily and weekly Finish and Go targets are set for various sections of the plant:-
1. Hourly rate employees - no application

2. Topyard stacking		daily	cumulative	
	Mon	11	11	000's
	Tuesday	11	22	
	Wed	10	32	
	Thursday	10	42	
	Frid	8	50	

3. Topyard setting		daily	cumulative	
	Mon	11	11	000's
	Tuesday	11	22	
	Wed	10	32	
	Thursday	10	42	
	Frid	8	50	

4. Belt - no application

5. Machines 9 & 10 - no application

6. machines 11 to 14	4 men	2 men
Mon	10 10	5 5
Tuesday	10 20	5 10
Wed	9 29	5 15
Thursday	9 38	4 19
Friday	8 46	3 22
	3 men no application	

7. Spengler 12 x 6 5 thousand on any shift other products no application

8. Bottom Yard Stacking	Mon	5.5	5.5	cars/ side
	Tues	5.0	10.5	
	Wed	5.0	15.5	
	Thurs	4.5	20.0	
	Frid	4.0	24.0	

9. Rumbling - no application

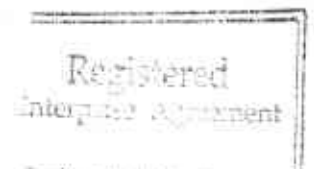
10. Export Stacking & resorting - request subject to workload

23. PAY RATES

(a) Weekly Employees (Hourly Rates)

	Year 1	Year 2 a	Year 2 b	Year 3 a	Year 3 b
	25.7.02	25.7.03	25.1.04	25.7.04	25.1.05
A. General Hand	512.46	529.96	542.46	559.96	572.46
B. Fixed Machines	525.92	543.42	555.92	573.42	585.92
C. Mobile Machines	530.37	547.87	560.37	577.87	590.37
D. Fixed & Mobile	544.15	561.65	574.15	591.65	604.15
E. Special Skills	586.44	603.94	616.44	633.94	646.44
Mechanical Trade	690.54	708.04	720.54	738.04	750.54

The above rates include the parity payments of \$5 per year and the absorption upon roll-in of the pre-existing \$8 weekly overaward.



(b) Piece Rate Employees

Piece-rates shall be increased by the use of the following formula as spelled out in clause 6. of the 2000 agreement :-

At the same time as BBW wage rates are adjusted piece-rates will be increased by the following formula so as to maintain the relative value of piecework against the hourly rates paid to a grade 'B' employee;

$$\text{New Piece-rate} = \text{Old Piece-rate} \times (1 + (\$ \text{ increase/old BBW Rate B}))$$

	Year 1 25.7.02	Year 2 a 25.7.03	Year 2 b 25.1.04	Year 3 a 25.7.04	Year 3 b 25.1.05
Piece-rate % increase	6.1485%	3.3275%	2.3002%	3.1479%	2.1799%

24 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 it 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 exempt 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 exempt under Section 56(d) of the Anti-Discrimination Act 1977 (NSW)
- d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

25. Agreed conditions for Burners working 12hour Shifts (Tunnel Kiln)

The tunnel kiln operators at Bowral and management have implemented a system of twelve hour shifts since October 2000. The system works on a three-on by three-off basis with shift changes at 4am and 4pm. The company is prepared to continue with this roster while ever it is not at a cost disadvantaged as a result of the system, payment for this working pattern will be:-

(a) Payment for the Standard Shifts:-

Monday	12 hours ordinary
Tuesday	12 hours ordinary
Wednesday	8 hours ordinary + 4 hours T&0.5
Thursday	8 hours ordinary + 4 hours T&0.5
Friday	12 hours ordinary
Saturday	12 Hours T& 0.5
Sunday	12 Hours at Tx2

The system works on a six week cycle with average hours worked of forty two per week which includes the two half overtime shifts shown on Wednesday and Thursday. This system results in hours paid of 2,448 by the company to staff the kiln with four men over a twelve week cycle. This is the same cost as the company would incur under a traditional 7 x 8 hour continuous roster.

(b) Payment for additional overtime

After 12 hour day overtime is at Tx2
Extra shift Monday to Friday 2hours T&0.5 thereafter Tx2

(c) Annual and long service leave to be taken in one week block, i.e. the entire roster for that seven day period. No part weeks . Yearly entitlement to annual leave is 152 hours. Hours paid for annual leave will be those that the employee was rostered to work and the entitlement will be debited by the same amount.

People working a spread of hours which regularly requires them to work Sundays and Public Holidays will be entitled to an extra 38 hours annual leave at normal shift earnings which will be paid out as a bonus in December each year. Entitlement to this bonus in lieu of the fifth weeks annual leave will be on a prorata basis for the proportion of the year any person has been on that working pattern.

(d) Payment for public Holidays

In any twenty four hour public holiday the company would have incurred 68 hours cost; being twenty four hours at double time and one half plus a further eight hours at single time for the kiln operator who was rostered off. The Bowral tunnel kiln operators have elected to have this paid as eight hours single time to each of the rostered off kiln operators and the balance split evenly between the two rostered on kiln operators.

- (e) Sick pay on any day will be paid at single time. The employee has the choice of claiming either the hours of the shift which should have been worked or 7.6 hours only, in either case the hours of leave claimed and paid will be deducted from the employee's annual entitlement. The annual entitlement is five days at 7.6 hours in the first year of employment totaling 38 hours; in subsequent years it is eight days at 7.6 hours totaling 60.8 hours.

In the event that an employee is sick on a day where they are rostered to work, then the hours they were rostered to work will be deducted from their average pay at the appropriate penalty rates and their elected sick leave hours will be added on at single time to give their pay for the week.

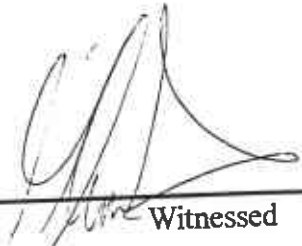
- (f) Meal Breaks will be taken and paid as per the award.


26 SIGNATORIES

As an indication of their acceptance of the terms and conditions of this Agreement in accordance with the memorandum of understanding accepted on July 25th 2002 ; the parties have placed their signatures below.


Signed for The Austral Brick
Company Pty Limited


Date :- 22-8-02


Witnessed


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

Date:- 22.8.02


Witnessed by delegate


Witnessed by Co-delegate

 22.8.2002