

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/20

TITLE: Boral Masonry Site Agreement - Kurnell - 2003-2006

I.R.C. NO: IRC3/7060

DATE APPROVED/COMMENCEMENT: Approved 18 December 2003/Commenced 4 August 2003

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**NEW AGREEMENT OR
VARIATION:** Replaces EA01/202

GAZETTAL REFERENCE: 13 February 2004

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boral Masonry Limited, located at Sir Joseph Banks Drive, Kurnell NSW 2231, engaged in the classifications of Yard, Production, Boiler, Maintenance, Multi Skilled Operator, and Team Leader grades 2-8 (as specified in clause 17), who fall within the coverage of the Brick and Paver Industry (State) Award 2003

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

BORAL MASONRY LIMITED KURNELL SITE AGREEMENT 2003 - 2006

1. Title

This Agreement shall be known as the 'Boral Masonry Site Agreement - Kurnell - 2003-2006'.

2. Application and Parties Bound

This Agreement shall apply to and be binding upon:

Boral Masonry Limited (000 223 718) located at Sir Joseph Banks Drive, Kurnell, NSW. (The company);

Members of the Federated Brick Tile and Pottery Industrial Union of Australia, NSW Branch, employed by Boral Masonry Limited located at Sir Joseph Banks Drive, Kurnell, NSW (the union);

All employees and new employees employed by Boral Masonry Limited located at Sir Joseph Banks Drive, Kurnell, NSW (the employees);

Collectively, hereinafter referred to as the parties.

3. Period of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after 4 August, 2003 and will remain in force for a 3 year period, until 31 July 2006.

The parties through the Site Consultative Committee (SCC) will monitor the effective implementation of this agreement on an ongoing basis during the currency of the agreement.

The parties agree to undertake a review of the Agreement and commence negotiations for a further Agreement no later than 3 months before the expiry of this Agreement.

For the purpose of renegotiating this agreement a negotiating committee will be established comprising Management and employee/union representatives.

4. Relationship to Awards and Other Agreements

This agreement shall be read and interpreted wholly in conjunction with the Brick and Paver Industry (State) Award 2003 provided, that to the extent of any inconsistency between the award/s and this agreement, this agreement shall prevail.

5. Undertakings of Parties

The company agrees for the duration of the agreement not to reduce wages, conditions, entitlements and benefits that apply under this agreement.

The employees and the unions agree not to make claims for increases in wages and conditions beyond those agreed for the duration of this agreement.

This agreement is confidential to the parties only. The document contains information that is sensitive to the company's operations. This agreement and its contents are not to be displayed or used, in any other situation without the express permission of the parties.

6. Objectives

The objective of this Agreement is to promote real gains in productivity, efficiency and flexibility at the workplace and to provide more varied, skilled and better-paid jobs for employees through continued progress on workplace reform.

The parties agree that the provisions for reform set out in this agreement will lead to significant productivity and efficiency benefits that will support company initiatives to increase the domestic competitiveness of the business.

The parties will work together to achieve the following common aims that will assist in achieving the objectives indicated above:

Safety - Eliminating hazards, potential incidents, and unsafe acts.

Environmental - Minimising the adverse impact of our activities on the environment.

Operational Efficiency - Optimising available plant production hours.

Quality - Constantly and continually seeking ways to operate the plant more efficiently and effectively to produce fit for purpose products.

Customer Satisfaction - Ensuring that the customer receives their promised goods in full, on time and to specification.

Performance Standards - Ensuring that all employees fully understand their performance objectives so that they know what is expected of them at all times.

Change Management - Assist, support and cooperate with any change management process projects that the company embarks on.

7. Consultation

The parties agree to improve the participation of all employees by setting up and implementing an effective consultative mechanism as per schedule B.

The purpose of consultation is to discuss the implementation of change/s that will or could affect employees within the business with the employees who are or could be affected.

Consultation allows employees to have the ability to raise, discuss, question, debate, influence and participate in the implementation of decisions that affect their employment.

Management's role is to enable the consultation process and to consider the recommendations put forward by employees so that change (where necessary) is implemented with the agreement of those employees who are or could be affected by that change.

Where a dispute arises associated with the implementation of change that cannot be resolved then that matter will be dealt with in accordance with clause 16 - Grievance and Disputes Procedure.

8. Relationship of Policy to the Agreement

All employees are expected to work within general company policies in relation to such employment matters as conduct on site, safe working practices, security arrangements and so on. The company will determine these policies to avoid any misunderstandings and to ensure consistent and fair treatment for all employees and will consult in accordance with clause 7 in relation to these policies. The company will make sure that employees are kept informed of the policies that apply to them. The company retains the right to update its policies from time to time. In terms of practical implementation employees will be given appropriate opportunities for input as to how these policies will be applied.

9. Human Rights, Discrimination and Harassment

All employees will be provided with fair and equal opportunities embracing the frameworks contained in Equal Opportunity, Human Rights, Discrimination, and Harassment legislation as a minimum standard. This includes treatment of each employee as an individual, with due respect for personal circumstances and confidentiality.

In all matters of this nature employees will be advised of their right to seek and have union or other representation of their choice present in any discussions and investigations.

10. Occupational Health and Safety

The company recognises its moral and legal responsibility for the health and safety of its employees, and for the environment as a vital part of its business. All employees are required to work with the company to implement safety, health and environment initiatives and/or policies to ensure that all employee responsibilities as required by legislation, company policies or procedures and this agreement are met. These policies/procedures and systems of work will cover for example manual handling, noise, dust, induction training, designated walkways, and machinery guarding etc.

11. Scope of Duties

The job requirements for each team member are as described in the relevant position descriptions. All position descriptions and work skills required will be reviewed and updated regularly.

The individual work performance of employees will be reviewed on a regular basis. This review will involve the employee and their supervisor. In the event that the employee believes that the process is unfair then they may raise the issue utilising the provisions of Clause 16 Grievance and Disputes.

From time to time employees may be assigned to alternative lower level duties that are within their capability to perform if required to meet operational circumstances without affecting their current position or normal earnings.

12. Probationary Period

All new full time or part time employees will initially be engaged for a probationary period of up to three months to determine their suitability for ongoing employment. This period may be extended for a maximum period of one month by agreement between the company and the employee. Where it is intended by the company to undertake a review of an individuals probation and where the outcome of that review may be that an employee's probationary period may be extended by one month, then that employee will be advised of their right to have union or other representation of their choice present in any such discussions.

13. Casual Employees/Labour Hire

Casual employees and labour hire employees are necessary during short term increases in production levels, planned absences and leave, injuries and health absences, start up of new machinery, plant or products, and a variety of other circumstances as may be identified.

The company will not employ casuals or labour hire employees to avoid the creation of full time employment. Where the company proposes to engage casuals or labour hire employees for a period exceeding three months then such a proposal will be discussed and agreed with the SCC.

14. Outsourcing

From time to time it may be necessary for the company to outsource activities that it regards as non-core, not required, or not economically viable. Where this is necessary the company will advise the SCC of its intent to introduce outsourced activities consistent with Clause 7 and Schedule B of this agreement. Any employee whose position is removed as a result of outsourcing will be entitled to a transfer to another position within the site (if available) or will be entitled to the benefits as outlined in Schedule D - Redundancy.

Any disputes arising out of the operation of this clause shall be dealt with in accordance with Clause 16, Grievance and Disputes Procedure.

15. Work Practices

From time to time it will be necessary for trained and authorised supervisory and managerial personnel to operate plant and equipment for example, during periods of urgent demand, absenteeism, lunch breaks and

other circumstances to ensure an efficient operation. These circumstances are recognised by the parties and it is understood that where it is necessary to operate any aspects of the plant or the yard in this manner then it is not the intent to reduce employment or to remove overtime as a result, and will be by agreement between the Company and the site union delegate or Site Consultative Committee.

16. Grievance and Disputes Procedure

It is recognised that not all disputes will be dealt with by the guidelines that follow however, where any grievance, industrial dispute or matter likely to create a dispute remains unresolved then it should be dealt with by the process outlined below.

In all cases and situations and until the matter is finally determined, all work shall continue in accordance with the practices existing prior to the matter in dispute arising.

1. If an issue cannot be informally resolved between the employee and their immediate Supervisor then the employee may seek advice from union or other representation of their choice and together they may approach the immediate Supervisor.
2. If the issue is not resolved in 1, the employee and their representation will confer with the immediate Supervisor and the next level of Management.
3. If the matter remains unresolved the employee and their representative, and if required, the next level of representation for example, a union organiser, will confer with the appropriate Senior Manager nominated by the company.
4. The parties are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to refer the matter to the NSW Industrial Relations Commission for decision.
5. Each stage of the procedure will be undertaken with all possible speed.
6. The company recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the above procedures.
7. The employees and their unions also recognise and accept that in some cases, for example, dismissal for serious misconduct, implementation of a decision may occur prior to the commencement or finalisation of these procedures. In these circumstances the Grievance and Disputes Procedure allows management's action to be reviewed promptly by the parties and ultimately if necessary, by the NSW Industrial Relations Commission.

17. Classification Structure

- (a) The classification structure is as follows:

	Descriptions			
	Yard	Production	Boiler	Maintenance
2	Induction	Induction	Induction	Induction
3	x	X		
4	x	X	x	
5	x	X	x	
6		X		
7	Multi Skilled Operator			x
8	Team Leader			

Movement between the levels is encouraged. Movement between the levels will be subject to the conditions outlined in Schedule A and attainment of the skill frameworks and underpinning competencies as outlined in Schedule F.

There shall be no demarcation between or within graded levels. An employee may perform any task, provided he/she has the skills to do so and it is safe, legal and logical to perform the task.

In the Grading Structure one level has been removed (Level 3), so that there are now seven levels to the structure. To maintain continuity in the numbering, the levels are now numbered from 2 through to 8. Personnel at level 1 or 2 under the previous EBA will be reclassified to level 2 and 3 respectively.

18. Rates of Pay

Increase	-	5%	4%	3%
Level	Current Rate	4/08/2003	4/08/2004	4/08/2005
2	12.3921	13.0117	13.5322	13.9381
3	13.0947	13.7495	14.2995	14.7284
4	14.6289	15.3604	15.9748	16.4541
5	16.0250	16.8263	17.4993	18.0243
6	16.9461	17.7934	18.5051	19.0602
7	17.9237	18.8199	19.5727	20.1598
8	19.5934	20.5731	21.3960	22.0379

Note: The current rate for Level 3 (\$13.0947) in the above pay scale is equivalent to Level 2 (\$13.0947) in the previous EBA.

All employees will be paid the applicable full adult rates as detailed above.

In addition to the rates of pay shown above the employee's will be able to participate in a KPI linked bonus scheme. Detail relating to that scheme and the initial targets are contained in Schedule E -Business Improvement Framework.

Shift Allowances:

Afternoon Shift	will be entitled to a 15% shift allowance
Night Shift	will be negotiated at an appropriate time prior to the implementation of a Night shift

19. Superannuation

Company contributions will be in accordance with the Superannuation Guarantee legislation. The default fund is the Boral Super fund, a sub-plan of the Plum Superannuation Fund, however employees also have the option to join or transfer to CBUS.

20. Deductions

Deductions will be made from an employee's wage where requested to do so by the employee in writing and where the company has current deduction facilities available for that organisation.

The company will also make deductions from an employee's wage when required to do so by law; or where an employee has agreed to the repayment of a company overpayment; or from final payments where the employee has monies legally owed to the company.

21. Arrangements for Pay

The gross wage due will be paid net of income tax and any agreed deductions, in weekly instalments, by direct credit to the employees nominated bank account within four days of the end of the pay week. The details of each payment will be confirmed by pay slip.

22. Trainees and Apprentices

Employees engaged as trainees or apprentices will be paid the appropriate site related rates. Credit for training time for apprentices will accrue on a straight time basis without consideration for penalties paid. On non-rostered days, apprentices will be paid for "time spent" in training on a straight time basis.

23. Hours

Full time employees will work 38 hours per week. The pay week commences Monday 12:01am and finishes Sunday 12:00am

24. Roster Arrangements/Shift Changes

Rosters will be developed to suit the needs of the business in consultation with the employees whom they affect. The company agrees to consult in order to reach agreement with affected employees where changes to roster or shift patterns are envisaged. During these discussions the employee/s affected may request that union or other representation of their choice represent them. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the plant, or in the absence of agreement, by seven days notice of alteration given by the employer to the employees.

25. Redundancies

In the event that redundancies are necessary then the provisions outlined in Schedule D will apply.

In the event of a full plant closure, a separate redundancy agreement will be negotiated between the parties.

26. Posting of Agreement

An up to date copy of this Agreement shall be maintained in a prominent position accessible to all employees.

27. Role of the Unions in the Business

Where an employee wishes to take up union membership and have payment for union fees made from their wages consistent with clause 20, then the company will provide that facility. The company will introduce new employees to the appropriate union delegate in their work area.

28. Union Delegates

Where union members at the company elect an employee as the union delegate, that person's details shall be given to the company. The company will recognise one delegate for communication and associated purposes. The recognised delegates will be allowed reasonable time during working hours to interview respective employee members and the company on matters affecting the employees they represent, provided that appropriate arrangements are made in advance with their supervisor prior to leaving their work station.

29. Delegates Training Leave

Elected union delegates will be allowed up to three (3) days paid leave per annum non cumulative to attend union training courses on delegate skills. Training will be carried out during normal working hours and participants will be paid at their ordinary single time rate of pay for that time. The union will provide the company with at least ten (10) working days written notice for delegates to attend union training.

30. Meetings

Any meetings to be held in paid time to discuss matters pertaining to this agreement or any other agreed matter will be agreed in advance with the Plant Manager. This will include the approval for, timing and length of meetings.

31. Sick Leave Notification

Where an employee is unable to attend for work at a scheduled time, then the employee (or a person acting on the employees behalf) must advise their supervisor within the first four (4) hours of the commencement of ordinary paid hours of the shift of their inability to work, advising the nature of their illness or injury and the estimated duration of absence. They must also advise their supervisor if their inability to attend work is due to a work related illness or injury. Doctor's certificates must support illness or injury in excess of 1 day.

Employees may take up to two mid-week sick days per annum without providing a Doctors certificate.

Sick Leave:

Doctor's certificates are required in the following instances:

Two or more sick days in a row

When sick leave is on the day before or after a Public Holiday or Annual Leave

When an employee has had two mid-week sick days without a certificate during any one year

32. Protective Clothing and Equipment

All employees must wear the uniform, appropriate clothing and footwear issued by the company. In production areas, employees must contain hair that extends below the collar line. No loose clothing is permitted.

33. Drugs and Alcohol

Employees and contractors shall not engage in the sale of either illegal or prescription drugs. Disciplinary procedures and involvement of the police will apply. The sale of alcohol on company premises is strictly prohibited.

Persons found to be consuming alcohol or to be consuming or in possession of illegal drugs in the workplace will be subject to disciplinary procedures and may include termination.

All employees and contractors must present for work unimpaired by alcohol or drugs and remain unimpaired during the course of work.

Employees required to take medication, that may cause drowsiness or affect them in operating machinery or equipment, must notify their supervisor.

34. Abandonment of Employment

Abandonment of employment occurs where employees, without notification to the employer absents himself/herself continuously from their workplace for more than three consecutive working days.

35. Counselling

Where it is necessary to initiate counselling and disciplinary action, the following forms of counselling and disciplinary action apply:

(i) Verbal warning

A Verbal warning may be appropriate in cases of continuing poor performance or on the first occasion of misconduct

(ii) Written warning

A Written warning may be appropriate in cases where a performance problem continues following a verbal warning, or another instance of misconduct occurs following a verbal warning, or misconduct is sufficiently serious to justify going straight to a written warning.

(iii) Final Written warning

A Final Written warning may be appropriate in cases where a performance problem continues following a written warning, or another instance of misconduct occurs following a written warning, or misconduct is sufficiently serious to justify going straight to a final written warning

(iv) Termination

An unacceptable sick leave record shall be investigated. Employees may be counselled and further disciplinary action may be taken if the sick leave record continues to be unacceptable. Disciplinary action may include termination of employment.

36. Signatures

Signed and dated for and on behalf of:

Boral Masonry Limited

Federated Brick Tile & Pottery Industrial Union

SCHEDULE A

Boral Masonry - Operations Group - Kurnell
Competency Frameworks

What is a competency?

Competencies relate to factors that are required for the successful completion of a work role.

Competencies may relate to specific job tasks, job skills, required work behaviours or a combination of these.

Competency is obtained when the employee is able to demonstrate and maintain ability in the review area over time.

What are competency standards and how are they developed?

Within Boral Masonry, management and the employees who carry out the work roles jointly develop the competency standards for the plant where the employees are engaged. In time, the standards that are developed for Kurnell may be linked internally on a national basis with other Boral Masonry plants to form a range of national competency standards for the group.

In summary, a competency standard is the outcome of the clustering together of a range of skills, tasks and/or behaviours that make up a particular competency. A work role is made up of a number of competency standards.

Competency standards describe what people need to do to be successful in their jobs, what skills and behaviours are expected of them, and to what standard these skills and behaviours need to be practiced.

What are competency standards used for?

Competency standards are used for a range of purposes and include the:

Development and formation of skills that are relevant to the plant.

Opportunity for all employees to have their skills, knowledge and workplace behaviours internally assessed and formally recognised.

Ability for all employees to have the work that they are able to perform recognised as credits towards an external qualification structure.

Opportunity for all employees to have skills portability within the Boral Masonry group.

Provision of a structured basis for paying employees.

Identification of actual training needs and current capabilities.

What do competency standards look like?

Job related competencies will be written in the same format and will be known as competency standards. Each standard will cover a major work function within a work role that an employee is required to carry out.

The standards of competency are made up of skills, tasks or specific behaviours. The skills, tasks or behaviours are the basic building blocks of the competency system and describe in output terms what an employee has to do successfully to demonstrate and show proficiency.

For each competency standard there are a number of performance criteria. This criterion describes the standard of performance for that competency and outlines the observable evidence that must be obtained for progression. Each competency standard will have a statement that gives information about the range of conditions and situations in which that competency standard will apply. Each competency standard may also have evidence guides that provide assistance with the interpretation and assessment of the standard.

What is assessment?

Assessment is a process by which a person can have their competence measured against defined standards and then have that competence formally recognised.

What is the process for assessment?

Most if not all assessments will be carried out in the workplace. In some circumstances assessment may be carried out in a training institution or by using simulated situations. This will usually happen when it is impractical or not possible to assess in the workplace or when assessment is part of a training course.

Supervisors and peers who have undertaken and completed an approved training programme to become a Workplace Assessor will undertake assessments. Assessors may only assess standards of competency for which they have been formally assessed as competent in themselves. Assessments will be carried out using range of assessment tools and methodologies including observation of work being performed, and asking employees' questions and examining their work output to gather data to assist in assessing their competency.

Where assessments (or reassessments) are to be undertaken then an assessment team made up of not more than three people (management and workers) will be formed for that task. This team will meet on a regular basis in February, April, July and November of each year to review the competency of employees who put themselves forward for review. This task team will also meet on an ad hoc basis to review the competency of newly appointed employees who put themselves forward for review within the first month of their employment.

All assessment processes will be structured to ensure that assessors only examine the issues that relate to the work performance of the competencies they are assessing and that are listed in the Competency Standards.

Initially on the introduction of this process all existing employees will be required to complete a self-appraisal related to their current competencies against the agreed competency standards on a standard format. So that this initial assessment can be completed quickly a small group of supervisors and peers will initially be selected and trained as assessors. As a result of the completed assessment, employees will be appointed to a level within the new grading structure that has been developed based on the work that has been completed using the A Grade® job evaluation system.

Where an employee is assessed (as a result of the initial assessment) at a level that carries a higher remuneration than they are currently enjoying then they will be appointed and paid at that level.

Where an employee is assessed (as a result of the initial assessment) at a skill level that is less than their current remuneration level then they will maintain their existing level of remuneration until such time as their skill level is commensurate with the remuneration paid. In the interim they will not receive any further increases in remuneration. In the event that an employee demonstrates reluctance to skill up to a level that is commensurate with the remuneration paid then this situation will be reviewed after 12 months.

No existing employee will be financially disadvantaged as a result of the initial assessment process outcomes.

All new production employees will join the company as a level two employee.

The company will encourage progression through the levels by all production employees. Employees will be able to for reassessment when they believe that they are competent to be assessed to the next level. Progression to the next level will be on the basis of a 100% assessed pass rate for entry to that level.

The process of assessment will be undertaken quarterly (as indicated above) with the exception that skilled new employees may apply for reassessment during the first month of their employment. Where a new employee is reassessed during this time then they will be back paid to the higher level to the time that they commenced with the company.

How am I rewarded under the competency system?

Employees will be rewarded on the basis of competencies acquired and able to be used. Employees who have obtained a higher level of competency will be expected to work at all levels up to the level to where they have been assessed (where there is a genuine business need). In the event that an employee refuses to work at a lower level then they will be dealt with in accordance with the companies' disciplinary code for refusing to follow a lawful instruction.

What if I am unhappy with an assessment?

Where an employee is unhappy about the outcome of an assessment then the matter will be handled as a dispute under the Grievance and Disputes Procedure.

How do competency standards fit into the company's training agenda?

Competency standards are the basis for training and development for all production employees because they tell trainers, assessors and all others about what:

Broad areas of work a person is skilled in;

A person can do within the broad area of work at a particular skill level;

The required levels of performance are within the range of contexts and conditions across which performance is to be demonstrated.

The ongoing assessment and review of an individual's performance will be based on these competency standards together with other criteria that are contained in company policy/procedures and systems.

SCHEDULE B

Boral Masonry - Operations Group - Kurnell Site Consultative Committee

Objectives

The purpose of the site consultative committee (SCC) is to discuss, review, make recommendations, and assist with:

The implementation of changes designed to improve the efficiency and productivity of the business on an ongoing basis.

Ways to foster mutual trust, co-operation and improved communications within the business

The promotion of Equal Employment and Opportunity principles and guidelines

Function of the SCC

Issues to be considered by the SCC shall include:

The operation and effectiveness of business consultation and information processes

The impact of technological and other change in the workplace

Formation of task groups for specific issues

Other matters raised and agreed as appropriate to be dealt with by the SCC.

The work of the SCC will not include matters that should be handled by the Occupational Health & Safety Committee.

Structure

The composition of the SCC will be such that the views, ideas and feedback from all employees are brought to the committee. The SCC will consist of employee representatives and management representatives. Election of members of the Committee will take place annually.

The Committee size will be adequate to best perform the tasks before it, but it is unlikely to involve more than six (6) people. Management may nominate any number of representatives to the SCC provided that the number of management representatives will not exceed the number of employee representatives.

Quorum

A quorum will be the majority of members with at least half the quorum being employee representatives.

Duties of Office Bearers

Chairperson & Vice-chairperson

The SCC will elect a Chairperson and a Vice-chairperson. The Vice-chairperson shall be representative of the group to which the Chairperson does not belong, and shall rotate roles with the Chairperson every six months, as well as deputising for the Chairperson in their absence.

The Chairperson and Vice-chairperson will prepare agendas, check minutes and organise meeting times and venues. The Chairperson will manage the meeting ensuring that discussion takes place on relevant issues, while allowing all members to participate.

Secretary

A person designated by the Committee will keep minutes of each meeting - this person need not be a member of the SCC.

The secretary will distribute agendas and minutes to Committee members and display these where employees can read them.

Records and minutes of the Committee will be placed in the custody of an employer representative nominated by the Committee for safekeeping. Members of the SCC will have access to all records and minutes of the Committee.

Representatives

All members of the SCC commit to carry out their duties in a responsible and honest manner. Primarily they are to:

- Come to meetings prepared, and organise a proxy to attend in their absence
- Communicate the views and opinions of those people they represent
- Communicate with fellow employees to establish their views and opinions on issues
- Communicate back to constituents on Committee business

Employee representatives will be allowed reasonable and adequate paid time and access to their co-workers prior to SCC meetings to prepare their response and input to agenda items and, following SCC meetings to report back on issues discussed. This time must be by agreement with management to avoid disruption of the workplace.

Agenda and Minutes

An agenda will be prepared jointly by the SCC Chairperson and Vice-chairperson and distributed to members at least five (5) working days before the meeting. Any member can submit agenda items. Issues of importance, but not noted on the finalised agenda can be raised at the meeting and, by agreement of the Committee, discussed at the meeting.

Frequency of Meetings

Meetings will be held quarterly during normal working hours or during overtime. Special meetings may be called as required and convened through the Chairperson.

Co-option

Other people may be invited to attend meetings by any member of the Committee as long as the Chairperson is notified. Such invitee may only remain with the approval of the whole SCC and shall only have speaking rights if agree by the SCC and shall not participate in decision-making processes.

Resources and Facilities

The company will provide facilities and assistance to the Committee to enable it to perform its functions and duties.

Committee Decisions

As far as practicable, decisions will be reached through consultative practices.

The Committee may make recommendations in relation to any company policy where the Committee believes in good faith that a particular policy requires revision, modification or review. In this situation, the Company will review and consider recommendations put forward and will take actions that it deems appropriate in the circumstances including making change to policy and procedures where that is necessary for the efficient and effective running of the business.

Right of Access to All Relevant Information

Where management is considering the introduction of major changes in production, organisation structure of technology, and these changes could have significant effects on employees, then management shall notify the SCC as early as practicable.

In doing so management shall provide the SCC with all relevant information about the change or changes. Management shall not be required to disclose information where the disclosure in the opinion of management would be adverse to the Company's interests.

Confidentiality

All information provided to the SCC must be treated as confidential.

Such information shall not be provided to anyone without the prior approval of the Company and the receiver must treat any information released to them as commercial in confidence. The company expects that information shall not be used for any purpose other than that for which it was provided.

Committee minutes shall remain confidential to the Company and its employees and shall not be discussed or conveyed to any other party or parties without the prior approval of the Company.

Discrimination

There shall be no discrimination against any SCC member on the basis of their SCC membership.

Evaluation

Provision shall be made after twelve (12) months for the review and evaluation of the Committee, its operation and procedures, for the purpose of improving its performance and responsiveness to its stated objectives and functions. This review shall be undertaken jointly by a representative group of parties to this agreement.

SCHEDULE C

Boral Masonry - Operations Group - Kurnell Skills Development

Overview

Recognising the contribution of skill development to a productive and competent workplace the company is committed to:

Developing a highly skilled workforce

Providing employees with career opportunities through training to acquire additional skills

Recognizing and paying for skills acquired and able to be used

Ensuring that training is related to the needs of the business, the employee's role and their development within the company.

Responsibilities and Consultation

For strategic skill development to be effectively implemented, involvement of all members of the workforce is essential.

The company shall ensure that the skill development agenda is implemented and links directly to the business plan and associated processes. The company will also ensure that sufficient and appropriate resources are available to support the effective implementation of the training plan.

Specific responsibilities for employees directly engaged in the training, assessment and delivery of the training are outlined in their position descriptions and annual performance plans.

All employees are expected to provide on-the-job coaching and to optimise individual learning opportunities. Employees are also expected to assist the learner to apply skills and knowledge they have learned.

The company will ensure through consultation that all skill development activities are consistently applied throughout the business and access to skill acquisition is consistent with the company's equal opportunity policies.

Competency Based Approach for Production Skills

Production skill development will be competency based. The business supports training and assessment process based on business/plant standards. The focus for competency based training is effective employee application of skills in the workplace.

This process involves the consistent delivery, assessment and certification of training, based on standards of performance required by the business.

The company will work consultatively with employees in the design, development and implementation of these programmes:

The development of skill development plans will be aligned to the company's business goals and plans that are reviewed annually.

The Company will establish the required number of trainers and assessors and will establish practices for the recording and maintenance of information relating to individual employee capabilities (competencies, skills, qualifications etc).

Employees who are selected to be workplace assessors shall attain the Workplace Assessor's (Category I and/or II) qualification that will qualify them competent to assess employees.

Workplace trainers and assessors will be required to comply with company practice guidelines and processes relating to the implementation of the training plan.

Payment for Training

When undertaking Training and Assessment for a major part of any week. Accredited trainers and assessors will be paid an allowance of \$30 per week. This payment is on the provision that they are actively and continually involved in the delivery of training and assessment for that weekly period, and are assessed as competently performing all associated duties as detailed in their position description.

Job required vocational training would be paid for except that where training is undertaken outside of an employee's normal working time for example night school, then that training will be undertaken in the employee's own time.

Job required skills training which is offered and paid for by the company and accepted by the employee, would be paid at the appropriate rates of pay.

English Language Literacy and Numeracy

The importance, improvement and relevance of English language, literacy, and numeracy training in addressing workplace issues is recognised. The company will develop in consultation with the SCC a process that addresses the literacy needs of employees. It is expected that any plan developed and implemented will include components that:

Identify the literacy and numeracy needs of employees;

Develop a training strategy to meet these needs;

Identify suitable training providers, and

Implementing that training

SCHEDULE D

Redundancy

Boral Masonry - Operations Group - Kurnell
Redundancy

Introduction

An employee's position is redundant if the company no longer wants the employee's job to be performed by anyone. It does not apply to ordinary and customary turnover of labour.

In the event of redundancy, the company will firstly make all efforts to place the employee in another suitable position within company operations. Where an employee is offered an agreed, alternative comparable role or is transferred to another Boral entity or location, no redundancy will be payable.

Should redundancy be necessary the company will provide payments, conditions, and support as outlined below.

Process to be followed

In the event of redundancy the following principles and process will be applied in the management of the redundancy process. The company will consider individuals who may wish to volunteer for redundancy. The volunteer's suitability for redundancy is made of the basis of skills, best fit for the future of the business, and having a similar skill/ versatility of another employee who has been selected by the Company.

Where it is envisaged by the company that a position will need to be made redundant the company will contact the SCC to discuss and explore all other options to avoid redundancies, or if they cannot be avoided, to reduce their impact.

After consultation with the SCC, the company will notify the employee/s likely to be affected (and their unions if redundancies are to occur where union members are impacted).

Where redundancies are necessary the company will consider the skills and the versatility of employees likely to be affected having regard to the needs of the company.

Having made their selections the company will advise the employee/s affected that a definite decision has been made to make the position that they fill redundant and the anticipated date when that will occur.

The Company will give employees being made redundant a minimum of four weeks formal notice or pay in lieu of notice. If the employee is over 45 years of age at the time of giving of the notice with not less than 2 years' continuous service, they will be entitled to an additional weeks notice.

Where an employee has been given formal notice of redundancy and that person elects to resign (and the company agrees to allow this), prior to the effective date of the employee's redundancy notice, payments arising under this agreement will be calculated to the date the resignation takes effect.

Within seven days of being given notice of redundancy the employee will be provided with an itemised statement of all redundancy and statutory payments.

Redundancy Payments

Employees with more than 3 months service will be paid redundancy payments as follows:

- (a) Two weeks pay for each completed year and pro-rata for each uncompleted year of service with a minimum payment for an employee with up to one (1) year of service of two weeks pay.
- (b) An employee who is 45 years of age and who has 20 or more years service with the company shall receive an additional week's pay for each completed year of service and pro-rata for each uncompleted year of service.
- (c) A week's pay will mean an employee's award rate of pay, any over-award payments, any all purpose or weekly allowance and any enterprise bargain payments applying at the time of retrenchment.

This rate of pay shall exclude penalty payments and, for rotating shifts, shift loading. For an employee who is on permanent afternoon or night shift the rate of pay shall be the rate for permanent afternoon or night shift."

- (d) The payment provided for in this clause would not exceed a maximum of 52 weeks pay with the exception that, those employees referred to in sub point (b) (above) will be entitled to accrue to a maximum of 64 weeks.
- (e) In total, an employee's redundancy and severance payments shall not be less than those entitlements applicable in total under the Brick and Paver Industry (State) Award 2003.

Assistance to Employees Whose Positions are Redundant

The following forms of assistance will be provided:

Paid leave of up to 2 days for the employee to attend job interview, provided satisfactory evidence is provided if required by the company

Training in preparation for job seeking and interviews

Financial planning advice

Support counselling for the employee

Contact with other employers and employment groups

Long Service Leave

Entitlement to Long Service Leave of payment in lieu thereof will be determined in accordance with the NSW *Long Service Leave Act 1955* with the exception that the qualifying period will be reduced to five years.

Superannuation

Entitlement will be in accordance with the provisions of the funds Trust Deed.

Re-employment

Employees may apply for any subsequent vacancies that may arise.

Statement of Service

The Company will provide the employee a written certificate of service outlining the period of the employee's employment, the skills the employee holds and the reason for termination.

Continuity of Service

Employees who are re-employed within 12 months of their termination shall be deemed not to have broken their continuity of employment. Any service payments made in recognition of Long Service Leave on redundancy shall be taken into account in any future payments made.

Death while under Notice

Should an employee die, prior to the nominated date of termination, then all benefits and entitlements of this agreement will be paid directly to the employee's estate.

SCHEDULE E

Boral Masonry - Operations Group - Kurnell Business Improvement Framework

Context

In addition to the rates of pay referred in clause 18, employees will be able to participate in a business improvement process that will provide the opportunity for them to earn additional remuneration by way of bonus payments based on specific business improvement outcomes that they can control and influence. The business improvement targets and their emphasis will be reviewed on an annual basis to reflect areas for improvement and focus during in the upcoming year.

The focus for improvement for the period to 31 July 2004 shall be in the key result areas as set out below. The improvement criteria for the 2004/2005 financial year will be developed and finalised during April 2004 consistent with the guidelines.

Where it is necessary to change any of the criteria detailed below because of business and other factors that are not known to the parties at this time then that detail will be discussed between the parties before any changes are made to this schedule.

Payments

Payments will be made, based on employee averaged base earnings excluding any penalty or overtime payments retrospectively for the month under review based on the formula below. For employees who are on permanent afternoon or night shift the averaged base rate of pay shall be the rate for permanent afternoon or night shift. Payment will be made as a monthly as a once off lump sum payment (less tax) - the employee must be in employment to receive the payment. These payments will be made in the month following the period for which the payment applies.

Review Meetings

Monthly review meetings will be held to discuss progress against targets. These meetings will involve the employees affected and their Manager.

Guiding Principles to Achieve Productivity Improvement

Processes for the measurement and maintenance of improvements will be agreed with employees affected.

Results will be communicated visually on a monthly basis to all employees via notice board updates.

All improvements made must be sustained over time.

Management efforts must focus on creating a work environment where employee involvement in improvement efforts is expected and welcomed.

Improvement targets will be based on a win-win result for the company and its employees.

Improvement Measure

The following scale shall be used:

Plant Efficiency Measure	Monthly Payment as a % of base weekly rates
85%	2%
80%	1.5%
75%	1%
70%	0%

The Plant Efficiency Measure will be calculated using the following measures:

Downtime (as a % of scheduled time)

Machine Cycles achieved as a % of standard machine cycles (also known as Machine Performance Index or "MPI")

Waste (as a % of raw materials purchased in tonnes)

$$\text{Efficiency \%} = \text{MPI} \times (100 - \text{Total Waste \%} - \text{Total Delay \%})$$

Efficiency as for 2002-03 Financial Year was 82.52%

Efficiency is calculated as follows:

Eg.

MPI (Machine Performance Index)	0.9868
Total Waste	6.32%
Total Delay	10.05%
Efficiency %	= 0.9868 x (100 - 6.32 - 10.05)
	= 82.52%

Management will be responsible for calculating the Plant Efficiency Measure and will hold discussions with the employees affected prior to any payments being made. In the event of any disputes concerning the calculation of the measure or the payment to be made then this will be dealt with under Clause 16 - Grievance and Disputes.

SCHEDULE F - SKILLS MATRIX

All Areas: Induction - Level 2

Yard Skills Matrix & Description Kurnell 2003			
Skill Description/Pay Grade	5	4	3
Product Strapping			
Basic Mech & Fitting			

Yard Winch Operation				
Rockface Splitter				
Yard Stock Product Identification				
Maintenance				
Autoclave Extraction				
Cleaning/Housekeeping				
Yard Stock Q.C				
Yard Crane Operation				
Yard Stock Brick Test				
Yard Stock Log				
Yard Stock Type Placement				
Quality Control				
Clerical				
Front End Loader				
Yard Stock Count				
Yard Stock Evaluation				
Forklift				
Ordering				
Training				
Participate in Incident Investigation				
Inventory Management				

Process Skills Matrix & Description	Kurnell	2003			
		6	5	4	3
Skill Description/Pay Grade					
Pressure Adjustment - Press					
Stacker Adjustment - Press					
Grease/Oil Monitoring					
Vacuum Operation/Monitoring					
Trolley Movement					
Basic Mechanical & Fitting					
Backroom Running					
Backroom Reactor Change					
Backroom Reactor Flow Monitoring					
Backroom Time Monitoring					
Clerical					
Ball Mill Start, Run, Stop					
Ball Mill Lime Monitoring & Feed					
Press Start up/Shut down					
Fork Holes					
Mix Moisture					
Hopper Clean					
Mould Changes Basic					
Quality Control					
Backroom Start -up/Shutdown					
Backroom Power Supply					
Backroom Mix Constitute					
Backroom Auto/Man Operation					
Backroom Raw Materials Con/Mon					
Backroom Mixture Cont Cons					
Ball Mill Prev. Maintenance					
Presses Belt adjustments/Settings					
Presses Find Fault & Repair					
Presses Lub Monitoring Hydraulic/Gear					
Presses Complete Console Operation					

Presses Complete Process				
Backroom Raw Material Management				
Backroom Fault Find & Adjust				
Backroom Preventative Maintenance				
Weight Scale Adjust				
Front End Loader Operation				
Changing Moulds				
Block Change				
Brick Height & Settings				
Cam Change				
Stacker Change				
Production Scheduling				
Participate in Incident Investigation				
Process Problem Solving				

Boiler Skills Matrix & Description Kurnell 2003			
Skill Description/Pay Grade	5	4	
Operate 2 Boilers			
Receipt of Goods			
Complete Logs			
Team Skills			
OH&S			
Ordering			
Clerical			
Boiler/Auto Pressure Ops			
Transfer Steam			
Chemical Testing			
Mtce Blowdown			
Steam Mtce			
Complete Operation			
Participate in Incident Investigation			

Multi Skilled Operator	
Skill Description	
Boiler Skill Description/Pay Grade 4 to 5 Inclusive	
Process Skill Description/Pay Grade 3 to 6 Inclusive	
Yard Skill Description/Pay Grade 3 to 5 Inclusive	

Team Leader	
Skill Description	
Incident Investigation	
Safety Management	
Assist in Rehabilitation programmes	
Quality Management Systems Concepts	
Quality Control	
Problem Solving	
People Management	
Rosters	
Production Analysis	
Production Scheduling	
Maintenance Scheduling	
Inventory Management	

Recruitment Practices	
Team leadership	
Operate computer eg..Mars	
Email	
Pay employee	
Production /Material Ordering	

Maintenance Skills Matrix & Description Kurnell 2003	
Skill Description/Level	
Trade Qualifications. (Preferred skills. Hydraulics, welding, Heavy equipment fitting.)	
Incident Investigation	
Safety Management	
Quality Management Systems Concepts	
Quality Control	
Problem Solving	
Maintenance Scheduling	
Operate computer e.g. Mars.	
Mould Rebuild	

SCHEDULE G

Kurnell Level Descriptions

Level 2

Level of Autonomy - All competencies are performed under some sort of supervision from Team Leader

Amount of guidance they work under - Work under guidance from Team Leader/Senior Operator

Responsibility for Others - Expected to be responsible for safety of others.

Operation in a range of contexts - Limited operation in one area. Labouring duties in all areas, cleaning production areas and to perform manual tasks as set out by the Team Leader.

Complexity of range of actions - Housekeeping and OH&S duties. Duties of limited complexity.
The Level 2 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.

Applying a range of skills to tasks / roles - can be asked to assist in other duties as required.

Training - Demonstrate the performance of tasks, up to the level of their skills, to other employees.

Problem Solving - Demonstrate basic fault finding skills.

Amount of discretion and judgement in using resources, services and process to achieve outcomes within the given time constraint - limited discretion and judgement seen in the job.

Level 3

Level of Autonomy - All competencies are performed under some sort of supervision from Team Leader.

Amount of guidance they work under - Work under guidance from Team Leader/Senior Operator

Responsibility for others - Are expected to be responsible for the safety of others.

Operation in a range of contexts - Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must also be able to demonstrate limited operational skills in only selected equipment, and good communication skills.

Complexity of range of actions - Duties of limited complexity. The Level 2 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.

Applying a range of skills to tasks/roles - can be asked to assist in other duties as required.

Training - Demonstrate the performance of tasks, up to the level of their skills, to other employees.

Problem Solving - Demonstrate basic fault finding skills.

Amount of discretion and judgement in using resources, services and process to achieve outcomes within the given time constraint - Limited discretion and judgement.

Level 4 Or 5

Level of Autonomy - All competencies are performed under limited supervision from Team Leader.

Amount of guidance they work under - Set work priorities in conjunction with Team Leader/Senior Operator.

Responsibility for others - For allocating and supervising the work of all other staff members in conjunction with the Team Leader. Are expected to be responsible for the safety of others.

Operation in a range of contexts - Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must also be able to demonstrate limited operational skills in only selected equipment, and good communication skills.

Complexity of range of actions - Duties of limited complexity. The Level 3 or 4 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.

Provides basic reports of issues directly or indirectly affecting production.

Applying a range of skills to tasks/roles - can be asked to assist in other duties as required.

Training - Provide training and on-the-job instruction, up to the level of their skills, to other employees.

Problem Solving - Able to solve simple problems in a methodical manner and give recommendations to solve problems.

Amount of discretion and judgement in using resources, services and process to achieve outcomes within the given time constraint - Limited discretion and judgement.

Level 6

Level of Autonomy - All competencies are performed under limited supervision from Team Leader.

Amount of guidance they work under - Set work priorities either, in conjunction with Team Leader or by themselves.

Responsibility for others - For allocating and supervising the work of all other staff members in conjunction with the Team Leader. Are expected to be responsible for the safety of others.

Operation in a range of contexts - Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must also be able to demonstrate limited operational skills in only selected equipment, and good communication skills.

Complexity of range of actions - Duties of limited complexity. The Level 5 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.

Provides written reports and analysis, of issues directly or indirectly affecting production.

Applying a range of skills to tasks/roles - can be asked to assist in other duties as required.

Training - Able to provide structured training and on-the-job instruction, up to the level of their skills, to other employees.

Problem Solving - Able to solve complex problems in a methodical manner and give recommendations to solve problems.

Amount of discretion and judgement in using resources, services and process to achieve outcomes within the given time constraint - Limited discretion and judgement.

Level 7 - Multi Skilled Operator

Level of Autonomy - High level of autonomy in all the competencies, but responsible to the Team Leader.

Amount of guidance they work under - Broad guidance from the Team Leader.

Responsibility for others - Set work priorities for other personnel and are expected to be responsible for safety of others

Operation in a range of contexts - Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. Operate all aspects of plant, and must have mastered all machinery within the plant.

Complexity of range of actions - Housekeeping and OH&S duties. The person must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression. A person at this level is expected to be able to make changes to the plant/equipment under guidance from the Team Leader to improve machine efficiency or quality. As well, this person will be fully trained in confined spaces and able to work in and assist in work involving confined spaces.

Analyse performance against standards and recommends and implements process improvements.

Applying a range of skills to tasks/roles - must have knowledge of all roles within the plant.

Training - Able to perform all training functions of grades 1-6. Also be able to assess training transfer.

Problem Solving - Able to solve complex problems in a methodical manner and be able to give recommendations to solve problems. Also able to implement solutions and assess the success of the solutions.

Amount of discretion and judgement in using resources, services and process to achieve outcomes within the given time constraint - work under guidance from Team Leader although he/she can exercise some discretion in terms of product manufacture, maintenance tasks required.