

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/285

TITLE: Austral Bricks Production Workers Agreement 2004

I.R.C. NO: IRC4/5398

DATE APPROVED/COMMENCEMENT: 20 September 2004 / 30 July 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Variation

GAZETTAL REFERENCE: 5 November 2004

DATE TERMINATED:

NUMBER OF PAGES: 15 pages

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all production employees of the Austral Brick Company Pty Ltd. engaged in the manufacture of clay bricks and pavers at Wallgrove Plants 1, 2, and 3, plus Eastwood

PARTIES: Austral Brick Company Pty Limited -&- the Clay Brick & Paver Association of New South Wales

AUSTRAL BRICKS PRODUCTION WORKERS AGREEMENT 2002

VARIATION

Vary the above named agreement as follows:

1. Insert a new subclause (c) in clause 6, in the terms:
 - (c) In support of the commitments in clauses 6 (a) and (b) which call for the continued implementation of more flexible working arrangements and the performance of a wider range of duties the parties agree as follows: Continuous operation of the brickmaking machinery during rostered shifts is a high desirable productivity enhancement and therefore the production workers offer the following arrangements to support the recent agreement with the company's maintenance employees for the purpose of covering unexpected and un-avoidable absenteeism by operators.

Employees unable to attend their normal shift will use their best endeavours to notify their shift supervisor by telephone at least 2 hours prior to normal commencement so that a suitable replacement can be found. Employees who have repeatedly fail to provide any notice before the commencement of their shift will go unpaid for the first two hours of any such absence regardless of any balance of sick leave due

Management upon notification will in the first instance ask any suitably qualified operators on the current shift to stay back on overtime to allow suitably qualified operators on the shift following the absence to be contacted and called-in early to cover the balance of the absence on overtime. In the interests of safety it is preferable that each individual cover not more than half the shift so that the working of "double shifts" that result in unacceptable levels of fatigue is actively discouraged.

Operators who are called in early as a result of short notice absenteeism discussed above and who commence work within two hours of being contacted will be entitled to a call-in bonus equivalent to two hours pay at their ordinary time rate of pay. This payment will have no application for any purpose other than short notice call-in to cover unplanned overtime. In the case of overtime to cover an absence which is pre-arranged such as annual leave the payment of a call-in bonus will have no application regardless of when the coverage arrangements are agreed.

While these arrangements are being made and until a suitable relief production operator arrives it is acceptable that suitably trained members of the maintenance team can stand-in as relief operators to maintain productivity.

In order to facilitate these arrangements the company seeks senior production operators who are skilled in all areas of the plant (pay Level D) to volunteer as trainers for volunteer stand-in operators from the maintenance team. One such volunteer trainer will be selected from each shift and they shall be entitled to a once only training bonus of \$300 in recognition of holding the high level of skills necessary to provide this training.

In on any shift it should be necessary to use a less highly skilled operator such as multi-skilled (level C any two sections of the plant) then the one off training bonus will be paid at the rate of \$200. If that operator subsequently gains extra skills to level D they will be back paid the extra one off bonus of \$100.

If on any shift it should be necessary to use a less skilled operator such as (Level B any one section of the plant) then a one off training bonus will be paid at the rate of \$100. If that operator subsequently gains extra skills they will be backpaid the extra bonus up to a limit of \$300.

The above one off payments are in addition to pay rate increases applicable for additional skills levels as specified in the EBA. The company will endeavour to have a reasonable number of employees on each shift multi-skilled in the operation of more than one section of the plant to facilitate relief for holidays and other normal absences as well as to enable cross training.

Records of short notice call-ins and stay-backs will be maintained in the shift supervisor's diary and any payments in accordance with this clause must be authorised in writing on that employee's bundycard/timesheet by the plant manager prior to payment by the pay office. Any roting of this bonus will be considered serious misconduct by all parties involved.

The intention of this clause is to enable continuous operation of production machinery during rostered production shifts and not to create an alternate workforce whose purpose is to maintain production during industrial action on the part of the production workers and it is not designed to take the jobs of the existing production workforce.

Signed for and on behalf of:

Austral Bricks Company Pty Limited

Date.....

Federated Brick Tile and Pottery Union of Australia, New South Wales Branch.

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Date: