

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA05/43

TITLE: **Boral Bricks Badgerys Creek Enterprise Agreement 2004**

I.R.C. NO: IRC4/6425

DATE APPROVED/COMMENCEMENT: 23 November 2004 / 1 July 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/179.

GAZETTAL REFERENCE: 11 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boral Bricks Pty Limited, located at Lot 2, Greendale Road Bringelly, NSW 2171, who fall within the coverage of the Brick and Paver Industry (State) Award, Electricians, &c. (State) Award, and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Boral Bricks Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch

BORAL BRICKS BADGERYS CREEK ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the Boral Bricks Badgerys Creek Enterprise Agreement 2004.

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Appendix A

Appendix B

3. Area Incidence and Duration

- (a) This agreement shall be binding on:
- (i) Boral Bricks Ltd ("the Company"); and
 - (ii) the Union. For the purpose of this agreement the Union shall be the Construction, Forestry, Mining Energy Union Clay and Ceramics Division Australia, New South Wales Branch, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch and the Electrical Trades Union of Australia, NSW Branch.

- (b) This agreement shall apply to all employees of the Company engaged in work covered by the following awards:
 - (i) Brick & Paver Industry (State) Award
 - (ii) Metal, Engineering and Associated Industries (State) Award
 - (iii) Electricians, &c. (State) Award
- (c) This agreement shall come into force on the first pay period on or after 1 July 2004 and remain in the force for a period of 3 years.

4. Relationship to Parent Award

- (a) This agreement shall be read in conjunction with the Brick & Paver Industry (State) Award, Metal, Engineering and Associated Industries (State) Award and Electricians, &c. (State) Award.
- (b) It is agreed by the parties to this award that where there is an inconsistency between a provision of this agreement and the award the provisions of this agreement shall prevail to the extent of the inconsistency.

5. Entire Agreement

The parties to this agreement acknowledge that this agreement will replace the Boral Bricks Badgerys Creek Enterprise Agreement (IRC 1665 of 2002) and any other site agreement, whether written or not and whether registered with an industrial Tribunal or not. Further this agreement shall replace any work practices not covered by the agreement or custom and practice at the site.

6. Skill Centres - Plant

- (a) Increased levels can be achieved by training in other skill-centres and acquiring extra skills. A skill-centre is classified as;
 - (i) Loop 1 and surrounding areas, including front-end loaders;
 - (ii) Extruder, MISIA area;
 - (iii) Setter, MISIA area;
 - (iv) Unloader;
 - (v) Quality Control and Kiln Car Transport
- (b) Each skill-centre requires a team member to achieve a level of competence in skills, knowledge and behaviour as outlined in the plant training manual and as assessed by the trained or nominated assessor.
- (c) A team member must be competent in each level before proceeding to another level.

7. Generic Skills - Plant Operators, Plant Day Workers, Maintenance Fitters, Shift Fitters, Shift Electricians

- (a) All team members must obtain a range of generic skills which are required for them to work in the plant at the entry level. Boral will supply the training, therefore the generic skills are not considered an extra level.
- (b) Generic skills are; (but not limited to)
 - (i) Teamwork
 - (ii) OH&S

- (iii) Communication
- (iv) Forklift
- (v) Fault Finding
- (vi) Minor maintenance
- (vii) Crane Operation
- (viii) 11 Metre scissor lift
- (ix) Welding (Shift & Maintenance Fitters)
- (x) Confined space entry

8. Skill Level Definitions - Plant Day Workers

Kiln Car Cleaner

The Kiln Car Cleaner will perform all kiln car cleaning tasks in line with the appropriate Training Requirements Sheet. They will be called on to perform other tasks during periods of production not requiring kiln car cleaning.

Kiln Car Builder

The Kiln Car Builder will perform all kiln car building tasks in line with the appropriate Training Requirements Sheet. They will be called on to perform other tasks during periods of production not requiring kiln car cleaning.

Additives Mixer

The Additives Mixer will perform all additive tasks in line with the appropriate Training Requirements Sheets. They will be called on to perform other tasks during periods of production not requiring additives.

Plant Greaser

The Plant Greaser will perform all lubrication tasks in line with the appropriate Training Requirements Sheets. They will be called on to perform other tasks from time to time.

9. Skill Level Definitions - Maintenance Fitters

Fitter M 1

A Day Fitter with appropriate trade qualifications, relevant trade certificate, trade and industrial experience. Fitters at this level will be closely supervised to ensure isolation is implemented correctly prior to works commencing.

Fitter M 2

A Day Fitter with relevant trade certificate as per M1. In the areas of Loop 1, Extruder, Misia, Setter, Unloader and Haulage:

Safely decommission from production.

Safely isolate, work on and recommission for production.

Work and performance within BORAL standard, including workmanship, house keeping and teamwork. This is a fitter with appropriate trade qualifications and is considered competent and able to trouble shoot, rectify mechanical failures within the plant. Also assists electricians in resolving failures.

Fitter M 3

All skills, attributes and training as per M 2

Plus either one (1) of the following certificates:

Certificate of Hydraulics/Pneumatics Level 3 (Fluid power Level 3)

Certificate of Disconnect/Reconnect

Certificate of Structural/Pressure welding

An employee who has given an appropriate length of stable and reliable service will be reimbursed upon successful completion of the certificates; however they will not be paid for the hours of class attendance. Employees will seek approval for such reimbursement prior to commencing a course.

Fitter M 4 Additionally Qualified

As per M 3 with two (2) of the above certificates

Fitter M 5

As per M 3 with all three (3) of the above certificates.

Fitter Experience recognition

A fitter who has a minimum of ten years written proven experience within the Clay Brick industry, specifically in NSW will be eligible to move from Level M2 to M3.

10. Skill Level Definitions - Plant Operators

Skill Level 1 (Entry Level)

This is the entry level for employees who do not have the appropriate skills needed for classification at higher levels. Employees at this level perform routine duties and simple mechanical or manual tasks of satisfactory quality and work under close supervision. They will learn to operate a skill centre as defined in the appropriate Training Requirements Sheet and gain generic skills.

Skill Level 2 (1 Skill Centre)

Fully competent in 1 Skill Centre as defined in the appropriate Training Requirements Sheet and qualified within the guidelines of the associated skill centre assessment. Able to perform tasks at Skill Level 1 if and when required. Covers tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery, including process quality control and keeping of records. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision.

Skill Level 3 (2 Skill Centres)

Fully competent in 2 Skill Centres as defined in the appropriate Training Requirements Sheet and qualified within the guidelines of the associated skill centre assessment. Able to perform tasks at Skill Levels 1 and 2 if and when required. Covers tasks requiring the setting up, operating, routine maintenance and process quality control of all fixed and mobile machinery in at least two skill centres. Workers under limited supervision.

Skill Level 4 (3 Skill Centres)

Fully competent in 3 Skill Centres as defined in the appropriate Training Requirements Sheet and qualified within the guidelines of the associated skill centre assessment. Able to perform tasks at Skill Levels 1, 2 and 3 if and when required. Covers tasks requiring the setting up, operating, routine maintenance and process quality control of 3 fixed and mobile machines in skill centres. Works under limited supervision.

Skill Level 5 (4 Skill Centres)

Fully competent in 4 Skill Centres as defined in the appropriate Training Requirements Sheet and qualified within the guidelines of the associated skill centre assessment. Able to perform tasks at Skill Levels 1, 2, 3 if and when required. Covers tasks requiring the setting up, operating, routine maintenance and process quality control of fixed and mobile machinery in all areas of the plant. Works under limited supervision.

Skill Level 6 (5 Skill Centres)

Fully competent in 5 Skill Centres as defined in the appropriate Training Requirements Sheet and qualified within the guidelines of the associated skill centre assessment. Able to perform tasks at Skill Levels 1, 2, 3 if and when required. Covers tasks requiring the setting up, operating, routine maintenance and process quality control of fixed and mobile machinery in all areas of the plant as well as the leadership of production employees in specific work areas. Work under limited supervision.

Skill Level 7 (5 Skill Centres & Leadership Responsibilities)

Able to perform tasks at Skill levels 1, 2, 3, 4, 5 and 6 if and when required. Employees at this level are able to perform all extra skills required for Skill Level 6 and OR are capable of, and from time to time lead and accept responsibility for the production team according to specified standards of any work area of the plant.

This level is paid when an employee is operating as a Team Leader.

Routine maintenance is defined as tasks that require one for one replacement or adjustment of parts on a periodical basis that can be completed by a person trained to do so. These tasks do not require a trade certificate. Examples below:

(a) Additional agreed tasks (as per skill Level 5)

(1) Loop 1

- (i) adjust wet pan scrapers

(2) MISIA

- (i) Augers and liners
- (ii) maintain chains on rollers - roller/conveyor Nos 44, 45, 46, 47, 51, and 52.
- (iii) replace tombstone bearings
- (iv) replace broken gingers on turning device
- (vi) change indent rollers on green machine

(3) Setter

- (i) replace feed in benches - wear strip
- (ii) replace gripper rubbers

- (4) Unloader
 - (i) replace de hacker gripper rubber nos. 1 and 2.
 - (ii) transfer gripper nos. 1 and 2
 - (iii) replace broken or missing slats on conv' 13 & 14.

11. Skill Level Definitions - Plant Shift Fitters

Shift Fitter M 8 - Shift Fitter Entry Level

A fitter with appropriate trade qualifications. Relevant trade certificate. Relevant trade and industrial experience. Fitters at this level will be closely supervised to ensure isolation prior to works is implemented corrected. They will also gain generic skills required to be functional.

Shift Fitter M 9 - Plant experienced.

Relevant Trade certificate as per M8. In the areas of Loop 1, Extruder, MISIA, Setter, Unloader and Haulage: Safely decommission from production.

Safely isolate, work on and recommission for production

Work and performance within BORAL standard. Including workmanship, house keeping and teamwork. This is a fitter with appropriate trade qualifications and is considered competent and able to trouble shoot, rectify mechanical failures within the plant. Also willing to assist electricians in resolving failures.

Shift Fitter M 10

All skills, attributes and training as per M9

Plus either one (1) of the following certificates.

Certificate of Hydraulics/Pneumatics Level 3 (Fluid power Level 3)

Certificate of Disconnect/Reconnect

Certificate of Structural/Pressure welding

An employee who has given an appropriate length of stable and reliable service will be reimbursed upon successful completion of the certificates, however they will not be paid for the hours of class attendance. Employees will seek approval for such reimbursement prior to commencing a course.

Shift Fitter M 11

As per M 9 with two (2) of the above certificates

Shift Fitter M 12

As per M 9 with all three (3) of the above certificates

Fitter Operator

The role of fitter operators was introduced in previous agreement. Although the role is not currently used the option of the function is maintained.

Fitter Experience recognition

A fitter who has a minimum of ten years written proven experience within the Clay Brick industry, specifically in NSW will be eligible to move from Level M9 to M10.

12. Skill Level Definitions - Plant Shift Electricians

Fitters and electricians with appropriate trade qualifications are expected to perform all breakdown repairs, work on projects, perform preventative maintenance as planned and document time, parts and all methods/procedures used. Those electricians on shift who have no breakdowns will work from a shift work sheet and or relieve machine operators during breaks and absences.

Shift Electrician M 13 - Entry level Electrician

An Electrician with appropriate trade qualifications. Relevant trade and industrial experience. Electricians at this level will be closely supervised to ensure isolation prior to works is implemented correctly. They will also gain generic skills required to be functional. They are expected to have an Electrical Licence, ability to read PLC Drawings, ability to read Schematic Drawings, basic Fault Finding ability and a Green Card (OH&S induction).

Shift Electricians M 14 - Plant experienced

Has relevant qualifications as per M13 and has demonstrated ability in the following criteria which must be completed to a high standard.

Knows location of and is able to operate and reset all isolation points.

Knows the location of all emergency stops.

Correct danger tag / lockout procedure

Demonstrate the ability to use all PLC systems on-site to locate machine operational faults.

Knowledge and ability to disconnect and reconnect 11000 volt supplies after obtaining correct qualifications.

Have qualified for the position in line with the Electricians criteria in the areas of:

Loop 1, Extruder, Misia, Setter, Unloader, Haulage and Kiln.

Work and performance within BORAL standard. Including workmanship, house keeping and teamwork. This is an electrician with appropriate trade qualifications and is considered competent and able to trouble shoot, rectify electrical failures within the plant. Also assists fitters in resolving failures.

Shift Electrician M15

In addition to all skills, attributes and training as per M14 an Electrician who qualifies for this level will satisfactorily demonstrate the following in accordance with the Electricians criteria:

Ability to program all on-site PLC systems.

Installation and set-up of instrumentation.

Ability to program, install and set-up VSD units in association with electric motors.

Advanced Project Design including production of parts list which will determine project budget. Ability to carry out installation and commissioning of project to original specification, scope and budget.

13. Skill Levels - Yard Forklift Operators.

A team member must obtain a range of generic skills which are required for a team member to work in the plant at the entry level. The Company will supply the training; therefore the generic skills are not considered an extra level.

Generic skills are; (but not limited to)

- (i) Teamwork
- (ii) OH&S
- (iii) Communication
- (iv) Forklift
- (v) Minor maintenance
- (vi) Customer service

Product Identification

Increased levels can be achieved by training and acquiring extra skills. A skill-centre is classified as;

Skill Level 1 Entry level

To possess a current forklift licence and to operate forklift safely, perform daily forklift services. Comply with all safety rules and advise senior operator of any non compliance. Maintain a high level of housekeeping within the yard and mobile equipment and perform general duties as directed by senior operator.

Skill Level 2

Have all the skills for Level 1 plus load & unload trucks with courteous professionalism in a safe & timely manner. Effectively processing return loads & pallet deliveries passing paperwork to dispatcher. To be multi skilled in all yard operations, performing grid moves, paver make ups and prepare loads for incoming trucks.

Skill Level 3

Have all the skills of Level 2 plus be able to safely and professionally have access to the Bricks Lynx & e-mail systems operating both within the appropriate company policies. Be able to step up to senior operator level when required. To perform all yard operations effectively, to assist transport & sales when required. To cover dispatch role when required after yard staffing and business priorities have been considered and agreed.

Skill Level 4

All the skills of Level 4 plus supervise daily operation of the yard ensuring that all trucks are loaded in a timely professional & safe manner, liaising with dispatcher & transport department to smooth out yard operation and loading efficiency. Enforce safety requirements. Managing pallet stock levels, advising dispatcher when levels drop below required level.

14. Hours of Duty (Day Workers)

- (a) The ordinary working hours, other than shift workers shall be 38 per week and shall not exceed 8 ordinary hours per day unless by mutual agreement, Monday to Friday inclusive, and worked between the hours of 5:30am and 6:30pm. A starting time earlier than 5:30am or a finishing time later than 6:30pm may be fixed by consent for an individual employee or with a group of employees.
- (b) If agreed between the Company and the employees a daily spread of ordinary hours, Monday to Sunday, may be worked; however employees will not be required to work in excess of 12 ordinary hours per day.

- (c) Only the yard pay rates include pro-rated shift allowance such that the spread of hours from 5:30am to 6:30pm may be worked without any other shift penalties.
- (d) The Yard employees, Maintenance Fitters (workshop based) and Day workers will work a 40 hour week, being paid for 38 hours and accrue 2 hours for a Roster Day Off to be taken at a time to be arranged with management.
- (e) Maintenance Fitters who cover a Shift Fitter will be paid a minimum of four (4) hours at the Shift Fitter rate. The hours worked outside ordinary hours as defined in (a) & (d) will be paid at Shift Fitter rates by 1.6 times, including weekend shift coverage.

15. Hours of Duty (Shift Workers)

Shift Worker definition:

Continuous Shift means work carried on with consecutive shifts throughout 24 hours of each day with rotation across all seven days; or,

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

- (a) Shift workers shall be regulated by roster providing for weekly rotation and equity. An employee's place on a roster shall not be changed except by 7 days notice of such change or payment of penalty rates.
- (b) Where the employee has been employed on shift work for more than one working week and the shift work terminates during a subsequent week, the Company shall be required only to pay such employee the appropriate rate for the shift work actually worked. In any event, where less than a full week's shift work is worked owing to the action of the employee, ordinary shift rates only shall be paid for the actual time worked.
- (c) The starting and finishing time for employees shall be set by consultation to best service the effective operation of the plant.
- (d) The ordinary hours of shift workers will be 38 hours per week paid at an average 42 hours per pay period and each shift shall not exceed 12 ordinary hours per shift inclusive of a paid meal break.
 - (i) Shift workers shall work shifts on a rotating roster of two shifts, day and night, Monday to Sunday and the roster will be based on three days working, three days rostered off.
 - (ii) Ordinary working hours of shift workers shall be -
 - Day Shift - commence 6.00 am, finish 6.00 pm
 - Night Shift - commence 6.00 pm, finish 6.00 am.
 - (iii) Shift Fitters and Shift Electricians are to commence their shift at 5:50am on Dayshift and 5:50pm on nightshift to allow time for a constructive exchange of information in line with the company guidelines.
 - (iv) This shift change meeting will be evaluated to ensure it is beneficial to the business; the company reserves the right to discontinue the meeting if it is found not to be so.
 - (v) Shift workers working in accordance with this sub-clause shall be paid in accordance with Table 2 of Appendix A.
- (e) Other shift patterns can be adopted during the life of this agreement through consultation and agreement between the employees and the company.

16. Meal and Rest Breaks

- (a) Employees on continuous 12 hours shifts shall be entitled to breaks as follows 1st break 20 minutes, 2nd break 30 minutes, 3rd break 20 minutes.
- (b) The Yard employees, Maintenance Fitters (workshop based) and Day workers will have breaks as follows: 1st break 15 minutes and 2nd break 30 minutes.
- (c) The Employer may require the performance of duties during the usual lunch break. In such circumstances, the employee shall be entitled to take his/her usual lunch break at the completion of those duties.

17. Total Quality Management, Quality Assurance and Consultation

- (a) Employee participation is considered necessary in Total Quality Management meetings as established for the purpose of providing participation in improved productivity and efficiency for the plant. It is an opportunity for employees to influence their work conditions and, through training, identify problems and suggest solutions to overcome these problems.
- (b) A positive contribution towards quality assurance is vital to ensure that the plant is certified to the correct level to maintain ongoing quality control and monitoring systems. Payment will be made at the employee's skill classification rate for attendance at these meetings.
- (c) During the life of the agreement regular meetings involving employees of the Company covered by this agreement will continue. These are for the purpose of advising on Company performance, etc. and consulting on plant efficiency and productivity.
- (d) Training in other areas such as safety, machine operation, machine function, electrical disconnection, personnel development, confined space entry, Lock out tag out etc will be on going, all employees will be expected to participate.

18. Contract of Employment

- (a) Permanent Employees:
 - (i) All new employees shall be employed on a probationary period of 3 months. During such period either party may terminate the contract by the giving of one (1) weeks notice. Provided that for the first two weeks, service shall be from day-to-day at a proportion of the weekly rate fixed.
 - (ii) It shall be the responsibility of the employees concerned to notify the Company immediately of any loss of time to which this clause applies.
 - (iii) Due to the 24-hour operation of the factory, notification of absence is expected prior to the start of an employee's shift to enable the arrangement of suitable employee cover.
 - (iv) The Company may dismiss any employee without notice for serious misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (b) Labour Hire Personnel. It is the company's intention to use permanent employees in preference to Labour Hire Personnel. However, in the event the company engages Labour Hire Personnel it will be based on the following procedure.
- (c) Probationary Labour Hire:
 - (i) Persons engaged in "probationary labour hire" must be engaged to fill a full-time vacancy. There shall be no limit on the number of probationary labour hire personnel engaged by the company. As such, persons engaged as Probationary Hire labour shall not be counted when calculating the number of labour hire engaged in full-time weekly production employees.

- (ii) Engagement up to the first 12 weeks will be worked on a probationary hire basis and during the probationary period can be terminated by a day's notice (or payment in lieu).
 - (iii) During the period of engagement between 6 and 12 weeks, a probationary labour hire person may be made a permanent employee.
 - (iv) Once a probationary labour hire person is made a permanent employee then the company (new employee) probationary period of 3 months will apply from the first day of employment.
- (d) Special Purpose Labour Hire and Agreement
- (i) Clause 1 "specific purpose labour" hire may be engaged to meet peaks in workload to cover planned/unplanned absences or specialist needs.
 - (ii) Clause 2 The Company will regularly inform and update the Consultative Committee and Union Delegates about the number of "special purpose labour hire" engaged by the Company, the reasons for the engagement, and the expected length of their engagement.
 - (iii) Clause 3 The company undertakes to ensure that labour hire firms comply with the terms of this clause, this agreement and the applicable awards.
 - (iv) Clause 4
 - (a) No permanent employee can be retrenched while a contractor is on site and the particular employee is capable and competent of carrying out that work.
 - (b) Before hiring contractors, permanent employees must be given the opportunity to do the work first (eg. overtime).

19. Overtime and Public Holidays Payments

- (a) The Provisions of clause 6, Overtime and Public Holiday Payments, of the Award shall apply to employees covered by this agreement.
- (b) Continuous Shift Workers working overtime outside the ordinary working hours as defined in clause 15 d (i) (ii), Hours of Duty (Shift Workers), of this agreement, shall be paid at the rate of ordinary time multiplied by 1.6 for all time worked. All time worked on a public holiday will be paid at double time over and above a normal weeks pay, in lieu of the public holiday and the time worked.
- (c) An employee who is called in to work six hours or less before shift start time, (other than pre-arranged overtime) will be paid at double time for the first four (4) hours.

20. Public Holidays

- (a) Employees shall be entitled to gazetted Public Holidays in accordance with clause 8, Public Holidays, of the Award however, all employees are required to be present for all shifts for which they are rostered to work.
- (b) Employees rostered off on a gazetted public holiday will be paid 9.25 hours at time and a half at the rate in Appendix A minus 15%.
- (c) Gazetted Public holidays are limited to the day of significance and does not include normal days of work that are subsequently gazetted in lieu of days of significance that fall on a weekend.

21. Sick Leave

- (a) Sick leave shall be in hours. A total of 64 hours may be taken by any employee in one year defined as the employee's anniversary year.

- (b) Provided that employees who exercise their option to retire upon reaching retirement age and who have accrued sick leave in excess of 16 days (128 hours) shall be entitled to have their accrued sick leave paid out, but up to a maximum of 25 days (200 hours).
- (c) An employee shall also be entitled to sick leave payout as a result of redundancy or death.

22. Annual Leave and Annual Leave Loading

- (a) Annual Leave shall be in accordance with the *Annual Holidays Act 1944* (NSW)
 - (i) Except by mutual agreement; an even number of day shifts and night shifts are taken as leave.
 - (ii) Leave is taken in an equitable spread of 3 and 4 shift pay weeks.
 - (iii) For continuous seven day shift workers annual leave entitlement shall be not less than 160 hour per year or 13 and one third shifts per annum.
- (b) Annual leave loading will be paid at 17.5% on the rates set out in table 1 and table 2 in appendix A.
- (c) Continuous 7 day rotating shift workers shall be entitled to the option of an annual lump sum in lieu of the fifth weeks annual leave paid on the first pay date in December each year including the 17.5% Annual Leave Loading or an additional 40 hours annual leave added to their annual leave accrual in the same pay week. This amount will be pro-rated for employees who commence during a calendar year.

23. Redundancy

- (a) All employees shall be entitled to Redundancy payments in accordance with the following:

Less than one (1) year service	nil
1 but less than 2	5 weeks
2 but less than 3	8.75 weeks
3 but less than 4	12.5 weeks
4 but less than 5	15 weeks
5 but less than 6	17.5 weeks
6 but less than 7	20 weeks

There after, two and on half (2 ½) weeks for each year of service capped at 52 weeks maximum.

- (b) All redundancy payments shall be calculated at the employee’s ordinary rate of pay in accordance with the employee’s classification. The company may, at its discretion, select employees for redundancy on the basis of performance, skills and suitability to the company’s requirements.

24. Disciplinary Procedure

- (a) Warnings may be issued by the Team Leader or authorised representative of the employee concerned when, in the Team Leader’s opinion, the employee’s behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions unless the offence is of a particular serious nature.
- (b) The establishment of a warning system will not preclude the right of the Company to dismiss an employee without the issue of a written warning, in accordance with Clause 14(d), Contract of Employment, of this agreement. In particular, any use of physical aggression on the job constitutes serious misconduct and any employee involved in such aggression will be subject to summary dismissal.
- (c) The basis of the three warning system is as follows:
 - (i) an employee whose conduct is deemed unsatisfactory will be given a first written warning;
 - (ii) should no improvement be forthcoming then a second warning may be issued;

- (iii) a third or final warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
- (iv) Each warning will remain in force, individually, for twelve months. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of twelve months. This allows an employee to improve behaviour.
- (v) All written warnings are to be given in the presence of the employee's nominated representative if the employee so desires.
- (vi) All times, the employee has the right of appeal by reference to Clause 23, Grievance Procedure, or this agreement.

25. Dispute Settling Procedure

The following procedure shall be observed for handling grievances and settling disputes. This procedure will not restrict the employer or a duly authorised union official from making representations to each other.

- (a) The Union and the employer shall notify each other in writing of the names and titles of duly accredited representatives.
- (b) In the first instance the employees, with the accredited union representative if they wish, shall explain and discuss the problem with their Team Leader.
- (d) If the matter is not resolved, then the employee and/or the union representative and the Team Leader shall discuss the problem first with the Plant Manager and if not resolved at this level then it should be discussed with the State General Manager or representative. These discussions should take place within 24 hours or such other period as is agreed with the employee and/or the accredited union representative. At this stage an official of the relevant union can be involved.
- (e) Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the EBA while matters in dispute are being negotiated in good faith. Where a bona fide safety issue is involved an attempt should be made to notify the appropriate safety authority.
- (f) At any stage of the procedures the parties may seek the assistance of the New South Wales Industrial Relations Commission to conciliate or arbitrate.
- (g) Except as in (c) above, the status quo shall apply until the dispute has been settled. Subject to arbitration, no party is to be prejudiced as a consequence of following this procedure.

26. Grievance Procedure

The following procedure will be followed in dealing with any Company action that allegedly disadvantages any employee and that relates to a question, dispute or difficulty concerning the interpretation, application or operation of this agreement or to alleged discrimination in employment within the meaning of the *Anti-Discrimination Act 1977*:

- (a) The employee will notify the immediate Team Leader in writing of the substance of the grievance, request a meeting and state the remedy sought.
- (b) The Team Leader, or a suitable site representative, will discuss the grievance with the employee in an effort to resolve it. The employee may be represented by an industrial organisation of employees.
- (c) If the matter is not resolved within a reasonable time limit it will be brought to the attention of the Plant Manager or, if absent, the designated relief, and further discussions will take place. The employee may continue to be represented by an industrial organisation of employees.
- (d) The manager will provide a response to the employee's grievance within a reasonable time limit. If the matter is not resolved the response will include reasons for not including any proposed remedy.

- (e) The employee may seek leave to have the matter referred to in the Industrial Relations Commission.
- (f) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the plant where there is no risk.
- (g) All employees and parties to this agreement are to be made familiar with this grievance procedure and are to give an undertaking to observe it.

27. Long Service Leave

- (a) In addition to the provisions of the *Long Service Leave Act 1955*, the Company shall, after the Fifteenth year of service, accrue long service leave at the rate of 1.3 weeks per year.
- (b) Long service leave will accrue at 1.3 weeks per year of service after the tenth (10th) year of service.
- (c) This provision (27 (b)) shall only become operative in the third year of this agreement and will not be retrospective.

28. Payroll Deductions

- (a) The parties to this agreement have agreed that the Company shall continue to deduct union fees from an employees pay provided that the employee has provided the employer with a duly signed authorisation.
- (b) Where the Company intends to withdraw this facility. it shall give the Union Secretary no less than six (6) months notice to do so. Where there is a dispute in respect of the company's intention to withdraw this facility, a process in accordance with the dispute settling procedure shall be followed by the parties to this agreement.

29. Superannuation

- (a) All employees will have the option of having their superannuation contributions paid into the Plum Superannuation, C+Bus or any other appropriate fund.
- (b) Employees must make such election by providing the Company with written confirmation of such elections.

APPENDIX A

1. Pay Rates: Yard Employees, Maintenance Fitters (Workshop Based) and Day Workers

- (a) The rates of pay in this agreement incorporate increases for productivity and efficiency improvements resulting from changed working conditions and work practices.
- (b) Rates of pay in Table 1 Appendix A for the Yard Forklift Operators include the current shift (pro-rated from level 3) penalty such that the spread of hours, being 5:30am to 6:30pm may be worked without attracting any further shift penalties. The pro-rated shift penalty of \$30.15 shift penalty has been maintained while the extended hours are worked and is subject to the percentage increases in this agreement. Further, the above rates are inclusive of Dirt Money, confined space allowance, heat money and wet money.

Tool allowance is not applicable to this EBA as tools are provided for Boral fitters.

- (c) Yard Forklift Operators work is based on a 38 hour week. The Yard employees accrue Rostered Days Off to be taken at a time agreed with management.

Table 1:

Year 1 - 4.0 %

Year 2 - 4.0 %

Year 3 - 4.0 %

2. Productivity Improvements

An additional 1% will be paid in the first and third year of this agreement as an off set for:

- (a) All training conducted outside of ordinary hours will be paid at normal time.
- (b) The absorption of the Badgerys Creek KPI payment.
- (c) The removal of Skill level 2 and 4 from the previous pay scale.

Note: The actual rates of pay are as set out in Table 1.

3. Rates of Pay

Table 1

Day Only Weekly Pay Rates

Production	Current	1/07/04	1/07/05	1/07/06
Additives Mixer	\$627.00	\$658.35	\$684.68	\$718.92
Kiln Car Cleaner	\$589.00	\$618.45	\$643.19	\$675.35
Kiln Car Builder	\$608.00	\$638.40	\$663.94	\$697.13
Workshop Maintenance Fitters				
Fitter M 1	\$714.40	\$750.12	\$780.12	\$819.13
Fitter M 2	\$779.00	\$817.95	\$850.67	\$893.20
Fitter M 3	\$813.20	\$853.86	\$888.01	\$932.42
Fitter M 4	\$853.86	\$896.55	\$932.42	\$979.04
Fitter M 5	\$894.52	\$939.25	\$976.82	\$1,025.66
Yard Forklift Operators				
	Current	1/07/04	1/07/05	1/07/06
Skill Level 1	\$624.28	\$655.50	\$681.72	\$715.80
Skill Level 2	\$648.72	\$681.16	\$708.40	\$743.82
Skill Level 3	\$733.40	\$770.07	\$800.88	\$840.92
Skill Level 4	\$814.48	\$855.20	\$889.41	\$933.88

Note: The yard pay rates include pro-rated shift allowance such that the spread of hours from 5:30am to 6:30pm may be worked without any other shift penalties.

General inclusions:

Five shirts, jumpers, and pants per annual clothing issue. One Jacket every three years or as required by year. Hand tools and locker space supplied.

APPENDIX B

1. Pay Rates: Shift Fitters, Shift Electricians and Plant Operators

- (a) The rates of pay in this agreement incorporate increases for productivity and efficiency improvements resulting from changed working conditions and work practices.
- (b) Rates of pay contained in Table 2 are inclusive of all Shift Allowance, irrespective of whether employees are rostered to work day or night shift (excluding permanent days or nights). Further, the above rates are inclusive of all applicable Penalty Rates, Dirt Money confined space allowance, heat

money, wet money and Rostered Days Off in which case shift workers, whether continuous or seven day, shall not be entitled to such Rostered Day Off.

Tool allowance is not applicable to this EBA as tools are provided for Boral fitters.

- (c) Pay rates in table 2 Appendix A will be paid on an average of 42 hours per week.

Table 2

Year 1 - 4.0 %

Year 2 - 4.0 %

Year 3 - 4.0 %

2. Productivity Improvements

An additional 1% will be paid in the first and third year of this agreement as an off set for:

- (a) All training conducted outside of ordinary hours will be paid at normal time.
- (b) The absorption of the Badgerys Creek KPI payment.

Note: The actual rates of pay are as set out in Table 2.

Table 2

3 on 3 off 12 Hour Rotating Shift Weekly Pay Rates

Shift Positions	Current	1/07/04	1/07/05	1/07/06
Skill Level 1	\$916.16	\$961.97	\$1,000.45	\$1,050.47
Skill Level 2	\$930.21	\$976.72	\$1,015.79	\$1,066.58
Skill Level 3	\$949.90	\$997.40	\$1,037.29	\$1,089.16
Skill Level 4	\$992.08	\$1,041.68	\$1,083.35	\$1,137.52
Skill Level 5	\$1,070.21	\$1,123.72	\$1,168.67	\$1,227.10
Skill Level 6	\$1,112.27	\$1,167.88	\$1,214.60	\$1,275.33
Skill Level 7	\$1,180.83	\$1,239.87	\$1,289.47	\$1,353.94
Shift Fitter M 8	\$1,018.24	\$1,069.15	\$1,111.92	\$1,167.51
Shift Fitter M 9	\$1,113.39	\$1,169.06	\$1,215.82	\$1,276.61
Shift Fitter M 10	\$1,160.39	\$1,218.04	\$1,266.76	\$1,330.10
Shift Fitter M 11	\$1,224.71	\$1,285.95	\$1,337.38	\$1,404.25
Shift Fitter M 12	\$1,283.10	\$1,347.26	\$1,401.15	\$1,471.20
Shift Electrician M13	\$1,199.94	\$1,259.94	\$1,310.33	\$1,375.85
Shift Electrician M 14	\$1,289.82	\$1,354.31	\$1,408.48	\$1,478.91
Shift Electrician M 15	\$1,380.11	\$1,449.12	\$1,507.08	\$1,582.43

Note: The Rates of pay contained in Table 2 are inclusive of all Shift Allowance, irrespective of whether employees are rostered to work day or night shift (excluding permanent days or nights). Further, the above rates are inclusive of all applicable Penalty Rates, Dirt Money confined space allowance, heat money, wet money, tool allowance and Rostered Days Off in which case shift workers, whether continuous or seven day, shall not be entitled to such Rostered Day Off.

General inclusions:

Three shirts, jumpers, and pants per annual clothing issue. One Jacket every three years or as required by year. Hand tools and locker space supplied.

APPENDIX A & B

Explanation of Pay Rates in to relation this agreement are inclusive of:

Shift Worker (Continuous only) Rates of Pay:

The rates of pay are worked out using 38 Ordinary hours as a basis.

Included in these rates are:

30% for night shift average at 15% on all shifts. (2001)

RDO buy out. (2001)

Pay rise each year.

3 on 3 off 12 hour shifts

Penalty rates (2001)

All overtime associated with the 3 on 3 off shift pattern excluding public holidays. (2001)

KPI absorption (2004)

Dated 5th October 2004

Agreed by:

Brad Newell
State General Manager NSW
Boral Bricks Pty Ltd

Trevor Melksham
Branch Secretary
Clay & Ceramic Division
C.F.M.E.Union

Bernie Riordan
Branch Secretary
Electrical Trades Union of Australia

Branch Secretary
AMWU
(Invited as a result of Section 19 Award Review)