

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA03/198**

**TITLE: Boral Bricks Kempsey Plant Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/4146

**DATE APPROVED/COMMENCEMENT:** Approved 15 August 2003/Commenced 22 February 2003

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/315

**GAZETTAL REFERENCE:** 7 November 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Boral Bricks Pty Limited engaged at the Kempey Plant who fall within the coverage of the Brick & Paver Industry (State) Award

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

## **BORAL BRICKS KEMPSEY PLANT ENTERPRISE AGREEMENT 2003**

### **1. Title**

This agreement shall be known as the Boral Bricks Kempsey Plant Enterprise Agreement 2003.

### **2. Arrangement**

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### **3. Area Incidence and Duration**

- (a) This agreement shall be binding on:
  - (i) Boral Ltd ("the Company"); and
  - (ii) the Union. For the purpose of this agreement the Union shall be the Federated Brick, Tile & Pottery Industrial Union of Australia, New South Wales Branch.
- (b) This agreement shall apply to all employees of the Company engaged at the Kempsey Plant on work covered by the following award:
  - (i) Brick & Paver Industry (State) Award
  - (ii) This agreement shall also be binding on employees defined by skill levels in Clause 6 covered by other awards.
- (c) This agreement shall come into force on the first pay period on or after approval by the Industrial Relations Commission of New South Wales and have a nominal term until the 20th February 2006.

### **4. Relationship to Parent Award**

This agreement shall be read in conjunction with the Brick & Paver Industry (State) Award.

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 Pty Ltd Kempsey Plant EA Code: 00/213:Mn:SS and any other site agreement, whether written or not and whether registered with an Industrial Tribunal or not. During the nominal term of this Agreement (namely until the 20th February 2006) it is agreed that Australian Workplace Agreements will not replace this Agreement.

### **6. Skill Levels and Rates of Pay**

- (a) Rates of pay in this agreement are set out in Appendix A to this agreement.

- (b) Rates of pay and allowances will be increased as set out in Appendix A to this agreement for the term of the agreement

Skill Level Division A

Employees at this level perform simple manual tasks such as cleaning and sweeping, or are undertaking training to enable them to work at level B and are entitled to be promoted to level B upon satisfactory completion of the training, or after three months, whichever comes first.

Skill Level Division B

Employees at this level are able to safely operate a machine in one area of the plant or perform manual tasks such as setting, dragging and classing.

Skill Level Division C

Employees at this level are able to operate all machines in one area of the plant or a number of machines in two areas of the plant

Skill Level Division D

Employees at this level are able to operate in all areas of the plant or employees able to operate machines in two areas and obtained extra skills of benefit to the employer.

Skill Level Division E

Employee who has formal qualifications required by the employer, from a recognised provider and who is employed as a technician to work in one or more areas of the plant, or an employee who has formal qualifications, required by the employer, from a recognized provider, and who is performing work at a level above Division D

Areas of the Plant (for the above definitions) are:

Front End Loader / Clay Preparation

Extruder / Setting (Production Area)

Kiln / Dryers / Sawdust Plant

Dehacker / Yard Storage

All employees are expected to perform housekeeping activities as part of their role.

Setting up includes but is not limited to - die changes, bridges, product changeovers, hoppers and augers.

Maintenance Fitters

Division 1

Trade Certificate and appropriate trade skills, intermediate plant knowledge.

Division 2

Well developed operational, fault finding, maintenance, repair, fabrication and improvement skills in all of the following areas:

Front End Loader / Clay Preparation

Extruder / Setting (Production Area)

Kiln / Dryers / Sawdust Plant

Dehacker / Yard Storage

Division 3

Advanced knowledge of plant, well developed and reliable operational, fault finding, maintenance, repair, fabrication and improvement skills in all areas of the plant. Appropriate post trade certificates and or skills in Pneumatics, Hydraulics or other skills to benefit the employer.

Plant Electricians

Division 1

Trade Certificate and appropriate skills, Contractors license and industrial electrical skills

Division 2

Employee with Division 1 skills as well as PLC fault finding and rectification skills as well as PLC programming skills.

Division 3

Employee qualified in Division 1 and 2 as well as advanced PLC programming skills or other skills and qualifications that benefit the employer.

## **7. Hours of Work (Monday to Friday Workers)**

- (a) The weekly total of working hours will be 40 hours of which 38 shall be ordinary hours per week, 2 hours shall be accrued towards a periodic Rostered Day Off.
- (b) Ordinary hours will be worked Monday to Friday between the hours of 5.00 am and 5.00 pm.
- (c) The spread of hours may be varied, by mutual agreement, from time to time to meet the requirements of the operation, should the needs of the business change.

#### **8. 7 Day Shift Worker**

- (a) The following conditions will apply to these employees in lieu of provisions for Monday to Friday workers as set out in clause 7, Hours of Work (Monday to Friday Workers), sub clauses (a) to (e) of clause 11, (overtime), clause 15 Meal Break and Allowances, and sub clause (b) and (c) of clause 14 (Public Holidays).
- (b) The ordinary hours of shift workers shall average 38 hrs per week on an 2 week cycle of 84 hours with 10.4 ordinary hours being worked on each weekday shift and 1.6 hours of overtime making up the balance of the 12 hour rostered shift
- (c) The work pattern will be based on 12 hours each day covering 7 days worked per 2 week cycle (including all public holidays) except Christmas Day, Anzac Day and Good Friday.
- (d) On each twelve hour day employees will be allowed a paid meal break of 30 minutes to be taken, according to the needs of the operation, from 4 to 8 hours after commencement. In addition, employees will be provided with a paid refreshment break of 10 minutes in the first and second half of each twelve-hour day, to be taken at a time to suit the needs of the operation. These provisions will operate in lieu of the provisions of sub clauses (a) and (f) of clause 15, Meal Breaks and Allowances. To ensure continuous operation, employees will stagger meal and refreshment breaks.
- (e) Overtime beyond rostered hours for shift workers will not normally be required. If there is a requirement for overtime beyond 12 hours on any day, the overtime shall be at double the base rate of their classification.
- (f) An employee recalled to work overtime after leaving the Plant at the end of the required work for the day will be paid at the appropriate rate set out in this clause for a minimum of 4 hours work i.e. the overtime shall be at double the base rate of their classification.
- (g) An employee required to work on a rostered day off will be paid 1.5 times the base rate of their classification for the first two hours and 2.0 times the base rate of their classification thereafter, for a minimum of four hours work in total.
- (h) The average rate of pay for shift work as defined by this clause is shown in Appendix A, Rates of Pay, for the skill level at which the employee is classified. These rates are in lieu of any benefits other than provided in this Agreement and includes payment for rostered work undertaken on Saturdays, Sundays and public holidays, un-rostered days when public holidays occur and the extra rostered hours beyond 76 worked each fortnight. The rates include shift allowances.
- (i) Sick pay entitlement will be debited by the actual hours not worked. The rate of pay shall be the base rate. Absence on approved bereavement leave or jury service will be paid at the normal base rate.

Employees who are required to work through a meal break period (as described in sub clause (d) of this clause) due to an emergency or to maintain production, shall be allowed to take their meal break when relief is available.

- (j) Because of the requirement for continuous operation of the Plant, maintenance personnel and the staff may be used to operate the Plant while a relief employee is being obtained or is not available. Notwithstanding this the company reserves the right to employ skilled personnel as operators.

To allow continuous operation of the plant and machinery employees will start and finish their shift at their workstation.

- (k) Ordinary hours will be worked Monday to Friday between the hours of 5.00 am and 5.00 pm.

- (l) 12 hour Weekday Day shifts shall be paid at the rate of 10.4 hours at normal time and 1.6 hours at double time.

12 hour Saturday Day shifts shall be paid at the rate of time-and-a-half for the entire shift.

12 hour Sunday Day shifts shall be paid at the rate of double time for the entire shift.

- (m) The company reserves the right to modify the structure of its shifts in accordance with business needs. In circumstances where modification is required, all affected employees will be consulted The Union shall be involved in the consultative process. This particular arrangement shall be reviewed 3 months after initial implementation.

#### **9. Seven Day Rotating Shift (Burners)**

- (a) Overtime - Annualised wages: all overtime beyond roster will be paid at double the base rate. (It is agreed that while there are weeks in the roster that have over 42hrs, they are part of the roster and therefore no O/T is payable.)
- (b) Shift Penalties: Shift penalties are included in the roster income.
- (c) Public Holidays: This agreement reflects the fact that the CFMEU picnic day is worked and paid as a Public Holiday. Overtime beyond normal roster on PH to be paid at base rate x 2.5 (currently \$14.43 x 2.5=\$36.08).
- (d) Superannuation: Total average wage (\$47420.88) attracts superannuation levy of 9%. Any additional overtime will not attract super. No salary sacrifice is available.
- (e) Annual Leave: 5 weeks (210hrs) annual leave is accrued. All accrued leave taken will be paid at the rate that the employee is on at the time that the leave is taken.
- (f) KPI Payment: If the KPI component changes, up or down, wages will change inline with the change.

- (g) Shift overlap: It is agreed that the current overlap arrangements continue: (i.e. 15 minutes or as required).

#### **10. Quality Management 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, rational process etc will be on going. All employees will be expected to participate.
- (e) Accurate data collection and recording is essential to efficient, safe and quality production and maintenance. All employees are expected to complete required data collection sheets and reports in an accurate and timely manner.

#### **11. Contract of Employment**

- (a) All new employees shall be employed on a probationary period of 3 months. The probationary period may be extended up to an additional 3 months where there is concern about the employee's performance. The employee shall be notified in writing of this extension prior to the expiration of the initial probationary period. During the probationary period either party may terminate the contract by the giving of one (1) weeks notice (or payment in lieu of notice). Notwithstanding this for the first two weeks, service shall be from day-to-day at a proportion of the weekly rate fixed.
- (b) It shall be the responsibility of the employees concerned to notify the Company immediately of any loss of time to which this clause applies.
- (c) 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.
- (d) 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.
- (e) Labour Hire
  - (i) 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.



- (ii) Probationary Labour Hire. 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.

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).

During the period of engagement between 6 and 12 weeks, a probationary labour hire person may be made a permanent employee.

Once a probationary labour hire person is made a permanent employee of the company, a probationary period of three months will apply from the first date of employment with Boral.

- (iii) Special Purpose Labour Hire and Agreement

Clause 1 "Special Purpose Labour Hire" may be engaged to meet peaks in workload to cover planned / unplanned absences or specialist needs capped at 3 for any specific project.

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.

Clause 3 The Company undertakes to ensure that labour hire firms comply with the terms of this clause, this agreement and the applicable awards.

Clause 4

- A. No permanent employee can be retrenched while a contractor is on site and the particular employee is capable, competent and willing to carry out that work.
- B. Before hiring contractors, where practicable, permanent employees must be given the opportunity to do the work first. This does not include or alter in any way the Site work practices applicable to contract of maintenance activities not performed by the permanent maintenance crew.

Any casuals employed by the company will be engaged continually on a full-time basis for a maximum period of three months, with a possible extension only where there are special circumstances requiring further evaluation of a contractor's suitability for permanent status.

All casuals being considered for permanent employment must meet the company's recruitment criteria for such employees.

## **12. Overtime (Monday to Friday Workers)**

- (a) For all work done outside the ordinary starting or ceasing time of work on any one day, Monday to Friday, the rate of 1.5 times for the first two hours and 2.0 times thereafter shall be paid at the rate of pay prescribed in Appendix A, Rates of Pay, for the level at which an employee is classified.
- (b) An employee required to work on a public holiday will be paid 2.5 times the rate.
- (c) An employee required to work on a Saturday will be paid 1.5 times for the first two hours and 2.0 times thereafter, for a minimum of four hours work in total.
- (d) An employee required to work on a Sunday will be paid at 2.0 times for a minimum of four hours work.
- (e) An employee recalled to work after leaving on completion of a normal day's work will be paid for at the appropriate rate for a minimum of four hours work even if required to work for a lesser period.
- (f) An employee shall be entitled to have at least 10 consecutive hours off duty between the work of successive ordinary-time days and shall be released from further duty without loss of pay until this requirement has been met.

### **13. Sick Leave**

An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment, will be entitled to paid leave of absence as follows:

- (i) No payment will be made for any absence for which Workers Compensation is paid or payable.
- (ii) The employee will advise the Company of the absence, its cause and likely duration, prior to the employee's normal commencement time.
- (iii) If required, the employee will provide satisfactory evidence of the illness or injury.
- (iv) Up to 64 hours per year will be available from the beginning of each year of service.
- (v) In the first year of service, payment for such absence may be withheld until after the completion of the first three months service.
- (vi) Debit for sick leave taken will be on the basis of the length of the normal work period the employee would have worked had the employee been at work, eg. 7 Day Shift Workers and Burners debited 12 hours, Monday to Friday workers debited 7.6 hours.
- (vii) Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.
- (viii) Provided that employees who exercise their option to retire upon reaching retirement age and who have accrued sick leave in excess of 136.8 hours shall be entitled to have their accrued sick leave paid out, to a maximum of 200 hours.

- (ix) An employee shall also be entitled to have sick leave payout to a maximum of 200 hours as a result of redundancy or death if they have accrued sick leave in excess of 136.8 hours.

#### **14 Annual Leave and Long Service Leave**

- (a) Annual leave and long service leave will be afforded to all employees in accordance with the *Annual Holidays Act (NSW) 1944* and the *Long Service Leave Act (NSW) 1955*.

For continuous seven day shift workers annual leave entitlement shall be 210 hours per year. Annual leave entitlement shall be deducted at 12 hours per day of leave taken. Employees shall be paid for 12 hours at the hourly rate per shift taken as leave.

- (b) Continuous 7 day rotating shift workers shall be entitled to an additional twenty five (25%) percent leave loading paid non-cumulatively on normal holiday pay, in lieu of a fifth week of annual leave. Paid as an annual lump sum on the first pay date in December each year, after accruing sufficient leave. Unless otherwise nominated in writing at least 1 month prior to the first pay date in December the fifth week of leave shall be taken. This will not be retrospective and will begin in December 2003.
- (c) Due to the varying nature of the rosters being worked on the plant, and in order meet the requirements of the business the Plant Manager must approve all requests for annual leave. A "minimum" block of 60 hours annual leave is to be taken at any time, for those employees engaged in shift work. For periods of annual leave less than 60 hours written approval must be obtained from the Operations Manager
- (d) An employee may opt to take a fifth week ( 42 hours) of annual leave as leave if all leave accumulated in a year is taken as a 5 week block. In the event an employee elects to take the fifth week, the additional 25% loading referred to in section (b) will not be payable.
- (e) Employees will be paid in advance or weekly at the rate applicable to the skill level at which they are classified.
- (f) Any employee with insufficient leave entitlement for the period of plant closure will be given leave without pay (without interfering with continuity of service for accrual of entitlements).
- (g) Employees with insufficient leave will be given preference for remaining in employment providing that they have the necessary skills and experience required.

- (h) In addition to the provisions of the *Long Service Leave Act (NSW) 1955*, the employee will, after 15 years of service, accrue long service leave at the rate of 1.3 weeks per year.

### **15. 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, with the exception of Christmas Day, Anzac Day and Good Friday in the case of the 7 Day Shift Workers
- (b) Gazetted Public holidays for Shift Workers (whether 7 Day Shift Workers or Continuous Rotating Shift Workers) are limited to the day of significance and do not include normal days of work that are subsequently gazetted in lieu of days of significance that fall on a weekend. For example if Christmas Day falls on a Saturday and the in-lieu public holiday is the Monday, Saturday is the day that will be paid as the Public Holiday
- (c) In order to qualify for public holiday payments an employee must have worked on the employee's normal rostered working day preceding and following the public holiday, except in the case of approved leave. If the above normal rostered working days are not worked in relation to a group of holidays, an employee shall forfeit a maximum payment of only one day.
- (d) There is no planned production for Christmas Day, Anzac Day or Good Friday.
- (e) Employees rostered off on a gazetted Public Holiday will be paid for the normal hours component of a rostered shift at normal time. For Monday-Friday Workers this will be 7.6 hours, for Continuous Rotating Shift Workers and 7 Day Shift Workers it will be 10.4 hours.
- (f) Financial Members Day

Payment for Financial Members day will only be made to financial members of The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, and the onus of proof of financial membership shall rest with the employees concerned.

### **16. Meal Breaks and Allowances**

- (a) A Monday to Friday worker will be allowed an unpaid meal break of 30 minutes to be taken between 3 to 6 hours after the commencement of work.
- (b) Employees who are required to work through a meal break period (as described in sub clause (a) of this clause) due to an emergency or to maintain production, shall be allowed to take their meal break when relief is available.
- (c) Because of the requirement for continuous operation of the plant, maintenance personnel and then staff may be used to operate the plant while a relief employee is being obtained or is not available.

- (d) An employee required to work overtime for more than 2 hours on any one day and who was not notified of the requirement on the previous day or earlier will be supplied with a meal by the Company or paid the sum as set out in Item 1 of Table 2 - Other Rates and Allowances, of clause 4, Pay Rates, with a further amount as set out in the said Item 1 for each subsequent meal.
- (e) An employee required to work overtime for more than 2 hours after normal ceasing time will be allowed a paid rest break of 20 minutes before commencing such overtime, and a similar break before commencing each further 4 hours of overtime to be worked. This break must be taken by the employee in order to be paid for it.
- (f) An employee will be allowed a paid refreshment break of 10 minutes in the first half of ordinary hours worked on each day, to be taken to suit the needs of the operation.

### 17. Redundancy

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

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

Thereafter, two and a half (2 ½) weeks for each year of service capped at 52 weeks maximum.

In accordance with subclause (c) below 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.

- (b) The company can pay a lesser amount (or no amount) of redundancy pay than that contained in paragraph (a) above if the company obtains acceptable alternative employment for an employee. Notwithstanding this, no redundancy payment will be made where employees are transferred or transmitted to another entity of Boral Limited, or a new company, and the work previously carried out by the employee is to be performed in the transferred or transmitted position.

- (c) "Weeks Pay" means the all purpose rate of pay for the employee at the date of termination (and shall include, in addition to the ordinary rate of pay and over award payments, shift and weekend penalties and allowances). The weekly pay excludes the rostered overtime.

### **18. Disciplinary Procedure**

Warnings may be issued by the Team Leader or authorised representative of the employer concerned when, in the Team Leader's opinion, the employee's behaviour is deemed unacceptable.

The establishment of a warning system will not preclude the right of the Company to dismiss an employee for serious misconduct without the issuing of a written warning. Serious misconduct includes, but is not limited to: serious breach of safety, any use of physical aggression, consumption of drugs or alcohol at the workplace, theft or wilful damage to company property. Any employee involved in such behaviour, or behaviour of an equivalent nature may be summarily dismissed.

The basis of the warnings system is to provide due process and an opportunity for the employee to respond to the allegations and improve their performance. The system may include the following:

- (i) An employee whose conduct is deemed unsatisfactory, by the Team Leader or Manager, will be given a first warning by the Manager. This first warning will take the form of verbal counselling and may include a written warning being given to the employee or a notation included within the employees employment file
- (ii) Should further unsatisfactory conduct occur, a second warning in writing will be issued.
- (iii) Should further unsatisfactory conduct occur, a third and final written warning will be issued, or if the conduct justifies dismissal then the employee will be dismissed.
- (iv) Each of the two warnings will remain in force, individually, for twelve months. An employee issued with a second warning will revert back to a first warning after the expiration of twelve months. This will allow an employee to improve behaviour.
- (v) All written warnings are to be given in the presence of the employee's Union Delegate, if requested. The Plant Manager (or representative) should also be present when a final warning is issued.
- (vi) At all times the employee has the right of review by following the disputes procedure appearing in Clause 19 Dispute Settling Procedure.

### **19. 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.
- (c) 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 Operations 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.
- (d) 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.
- (e) At any stage of the procedures the parties may seek the assistance of the New South Wales Industrial Relations Commission to conciliate or arbitrate.
- (f) 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.

## **20. 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*:

- (i) The employee will notify the immediate Team Leader in writing of the substance of the grievance, request a meeting and state the remedy sought.
- (ii) 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.
- (iii) 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.
- (iv) The manager will provide a response to the employee's grievance within a reasonable time limit. If the matter is unable to be resolved, the manager will include reasons in his response.
- (v) The employee may seek leave to have the matter referred to in the Industrial Relations Commission.
- (vi) 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.

(vii) 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.

## **21. Payroll Deductions**

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.

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.

## **22. Superannuation**

The Company will pay (as occupational superannuation) an amount equal to 9 per cent (or such other amount as may be determined by Statute or decision of the Industrial Relations Commission) of each employee's wage rate, on a pro rata monthly basis, into the appropriate section of Boral Super or C+Bus.

The Boral Super Fund is the default superannuation fund; which all employees are offered membership to. All employees covered by this agreement will have the option of having their superannuation contributions paid into the Boral Super or C+Bus Funds. Employees must make such election by providing the Company with written confirmation of such elections.

## **23. Training**

- (a) the Company Acknowledges Its Commitment to Provide for Its Employees Career Paths and Access to More Varied, Fulfilling and Better Paid Jobs Through Training Within the Limits of Manning Requirements, which May Vary from Time to Time.
- (b) In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for a higher classification to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.
- (c) The company will accept responsibility for the organisation of on-the-job training but employees will assist as required in the training of other employees. This may necessitate change of shift for duration of training either to be trained or conduct training. For training off the job the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.
- (d) The Company will pay at the level of skill for which the employee is normally classified, plus incidental costs, during all training undertaken in normal working hours. For training undertaken off the job and outside normal working hours, and approved by the Company as being in accordance with the needs of the enterprise, the Company will pay all necessary fees and the cost of essential textbooks, literature and stationery.



- (e) An employee who is required to attend a Company sponsored training course at the workplace and is not rostered to work will be paid at ordinary time rates of pay for such attendance.
- (f) An employee required to attend a Company sponsored training course which is held away from the workplace will be paid their ordinary time rate of pay for a maximum of 8 hours if rostered off, or for a maximum of the employee's normal rostered hours for that day if rostered on, provided that the course is conducted during normal business hours. If rostered on, and the duration of training is less than normal rostered hours, the employee shall attend site for the remaining hours if so requested.

#### **24. Site Drug and Alcohol Policy**

The Company recognises the value of its employees and contractors and is committed to promoting and maintaining the health and wellbeing of every member of the workforce.

The Company has a commitment to provide a safe working environment free from the risks associated with the misuse of alcohol and other drugs, which can impair the ability to maintain safe work practices. It is therefore Company policy that employees and contractors do not come to work or attempt to work under the influence of alcohol or any other drugs which may inhibit them from performing their duties in a safe manner or impact on the safety of others.

In meeting the commitment of this policy the company will:

Ensure that all Company personnel, contractors and visitors to the site are informed of the policy, their responsibilities and the consequences of policy breaches.

Ensure all Company personnel are educated concerning the risks of alcohol and other drugs including prescribed medications, over the counter medications and drugs of abuse while in the workplace.

Provide assistance through a range of educational and confidential rehabilitative programs to prevent and manage drug and alcohol work related impairment.

Create an awareness that impaired performance may be due to factors other than drugs and alcohol.

If required by legislation or specific worksite or industry agreements provide drug and alcohol testing programs.

Allocate resources to meet the commitment of this policy.

Develop agreed site specific procedures based on the Company model Drug and Alcohol Procedures, to assist all personnel to meet the commitment of this Policy.

#### **25. KPI Bonus**

A KPI bonus shall be paid to employees covered by this agreement based on

<b>KPI</b>	<b>Measured by</b>
Safety	\$ Cost of workers compensation claims in
Quality of product	% First quality bricks
	\$ Cost of complaints
Efficiency	Extruder Efficiency
	Bricks produced per man per week
Attendance	Days absent

During the life of the agreement employees will receive a weekly payment in accordance with the Key Performance Indicators set out in the KPI matrix.

The KPIs will be reviewed every three months and the payment will be based on efficiency gains sustained during the three months.

## **26. Productivity Incentive Increase 2004**

In addition to the agreed increases of 4% from February 22nd 2003, 4% from February 22nd 2004 and 4% from February 22nd 2005 on base rate a Productivity Incentive Increase of a further 1% on the base rate may be paid from February 22nd 2004 if:

The Kempsey Plant sustains an average pushrate of 27.3 cars per day or better, within rostered manning hours, for a period of 13 weeks - not including the two weeks around Christmas/New Year - leading up to February 2004.

Should this sustained pushrate be achieved the effective base rate increase for the year from February 22nd 2004 will be 5%.

Management and the workforce have agreed that any days within the 13 week measurement period adversely affected by circumstances beyond reasonable control will be excised from the calculation and an equivalent number of days preceding the measurement period will substitute for those days for the purposes of calculating the average pushrate.

Circumstances, which would be considered to be beyond reasonable control, include, but are not limited to, extensive flooding leading to the isolation of employees from access to the plant, extensive and extended power outages or extended cessation of sawdust supply.

It has been agreed that the determination of circumstances shall be reached by consensus between employees and management with goodwill and common sense prevailing.

## APPENDIX A

**Table 1 - Wages**

The Kempsey Enterprise Agreement 2003 is to provide for wage increases of 4% upon approval of the Agreement by the Industrial Relations Commission of New South Wales, backdated to February 22nd 2003, a further 4% from February 22nd 2004 (or 5% from that date if the conditions of the Productivity Incentive Increase are met) and 4% from February 22nd 2005. All increases are to be applied to base rates of pay.

### Current Rates of Pay prior to implementation of this EBA

<b>Current Operations</b>										
Skill Level		Mon - Fri		7 Day		Continuous		Fitters		Electrician
		5 Days		Shift		Rotating				
		Operator		Operator	KB	Shift Worker				
						(Burners)				
Annual Calculated	A	471.99	A	39404.53		47420.88	1		1	
Weekly	A	12.42	A	757.78		911.94	1	555.85	1	629.42
Hourly Base	A		A	12.42		14.43	1	14.63	1	14.63
Annual Calculated	B		B	40904.63			2		2	
Weekly	B	491.00	B	786.63			2	571.98	2	645.81
Hourly Base	B	12.42	B	12.92			2	15.05	2	16.99
Annual Calculated	C		C	42059.01			3		3	
Weekly	C	505.63	C	808.83			3	594.13	3	668.32
Hourly Base	C	13.31	C	13.31			3	15.63	3	17.59
Annual Calculated	D		D	43390.00						
Weekly	D	522.50	D	834.42						
Hourly Base	D	13.75	D	13.75						
Annual Calculated	E		E	45422.62						
Weekly	E	548.26	E	873.51						
Hourly Base	E	14.43	E	14.43						
NB Day Operators, Fitters and Electricians rates above do not include KPI or Production Bonuses										

Fitters and Electricians Base Rates include all allowances and supplementary payments.									
	Bonuses				Other Allowances				
	Ave KPI Bonus		\$26.14		Meal		\$7.10		
	Ave Production Bonus		\$19.97		First Aid		\$8.75		

**4% Increase on Base Rates from February 22nd 2003.**

**Rates payable for the period 0 to 12 months of this EBA.**

<b>Year 1 - 4% Increase on Base Rates From February 22<sup>nd</sup> 2003.</b>									
Skill Level		Mon - Fri		7 Day		Continuous		Fitters	
		5 Days		Shift		Rotating			
		Operator		Operator	KB	Shift Worker			
						(Burners)			
Annual Calculated	A		A	40894.23		51146.95	1	1	
Weekly	A	490.87	A	786.43		983.60	1	578.09	654.60
Hourly Base	A	12.92	A	12.92		15.01	1	15.21	17.23
Annual Calculated	B		B	42454.33			2		
Weekly	B	510.64	B	816.43			2	594.86	671.64
Hourly Base	B	13.44	B	13.44			2	15.65	17.67

Annual Calculated	C		C	43654.89			3		3	
Weekly	C	525.86	C	839.52			3	617.89	3	695.05
Hourly Base	C	13.84	C	13.84			3	16.26	3	18.29
Annual Calculated	D		D	45039.12						
Weekly	D	543.40	D	866.14						
Hourly Base	D	14.30	D	14.30						
Annual Calculated	E		E	47153.04						
Weekly	E	570.19	E	906.79						
Hourly Base	E	15.01	E	15.01						
NB Day Operators, Fitters and Electricians rates above do not include KPI or Production Bonuses										
Fitters and Electricians Base Rates include all allowances and supplementary payments.										
Bonuses										
Other										
Ave KPI Bonus										
Ave Production										
Bonus										
				\$26.14		Meal		\$7.38		
				\$20.77		First Aid		\$9.10		

**5% Increase from February 22nd 2004 2004 if the Productivity Incentive Increase 2004 conditions are met.**

**Rates payable for the period 13 to 24 months of this EBA if the Productivity Incentive Increase 2004 conditions are met.**

<b>Year 2 - 5% Increases on Base Rates From February 22<sup>nd</sup> 2004 Including Productivity Incentive Increase 2004</b>										
Skill Level		Mon - Fri		7 Day		Continuous		Fitters		
		5 Days		Shift		Rotating				
		Operator		Operator		Shift Worker				
						(Burners)				
Annual Calculated	A		A	42830.84	KB	53571.38	1		1	
Weekly	A	515.41	A	823.67		1030.22	1	606.99	1	687.32
Hourly Base	A	13.56	A	13.56		15.76	1	15.97	1	18.09
Annual Calculated	B		B	44468.95			2		2	
Weekly	B	536.17	B	855.17			2	624.60	2	705.22

Hourly Base	B	14.11	B	14.11			2	16.44	2	18.56	
Annual Calculated	C		C	45729.54			3		3		
Weekly	C	552.15	C	879.41			3	648.79	3	729.80	
Hourly Base	C	14.53	C	14.53			3	17.07	3	19.21	
Annual Calculated	D		D	47182.98							
Weekly	D	570.57	D	907.36							
Hourly Base	D	15.02	D	15.02							
Annual Calculated	E		E	49402.59							
Weekly	E	598.70	E	950.05							
Hourly Base	E	15.76	E	15.76							
NB Day Operators, Fitters and Electricians rates above do not include KPI or Production Bonuses											
Fitters and Electricians Base Rates include all allowances and supplementary payments.											
	Bonuses					Other Allowances					
	Ave KPI Bonus			\$26.14		Meal		\$7.75			
	Ave Production Bonus			\$21.81		First Aid		\$9.56			

**4% Increase from February 22nd 2004 if the Productivity Incentive Increase 2004 conditions are not met.**

**Rates payable for the period 13 to 24 months of this EBA if the Productivity Incentive Increase 2004 conditions are not met.**

<b>Year 2 - 4% Increase on Base Rates From February 22<sup>nd</sup> 2004 Including Productivity Incentive Increase 2004</b>											
Skill Level		Mon - Fri		7 Day		Continuous		Fitters		Electricians	
		5 Days		Shift		Rotating					
		Operator		Operator	KB	Shift Worker					
						(Burners)					
Annual Calculated	A		A	42443.52	KB	53086.50	1		1		
Weekly	A	510.50	A	816.22		1020.89	1	601.21	1	680.78	
Hourly Base	A	13.43	A	13.43		15.61	1	15.82	1	17.92	
Annual Calculated	B		B	44066.02			2		2		

Weekly	B	531.07	B	847.42			2	618.65	2	698.51
Hourly Base	B	13.98	B	13.98			2	15.28	2	18.38
Annual Calculated	C		C	45314.61			3		3	
Weekly	C	546.89	C	871.43			3	642.61	3	722.85
Hourly Base	C	14.39	C	14.39			3	16.91	3	19.02
Annual Calculated	D		D	46754.20						
Weekly	D	565.14	D	899.12						
Hourly Base	D	14.87	D	14.87						
Annual Calculated	E		E	48952.68						
Weekly	E	593.00	E	941.40						
Hourly Base	E	15.61	E	15.61						
NB Day Operators, Fitters and Electricians rates above do not include KPI or Production Bonuses										
Fitters and Electricians Base Rates include all allowances and supplementary payments.										
	Bonuses					Other				
	Ave KPI Bonus					Allowances				
	Ave Production			\$26.14		Meal		\$7.68		
	Bonus			\$21.60		First Aid		\$9.46		

**4% Increase from February 22nd 2005.**

**Rates payable for the period 25 to 36 months of this EBA if the Productivity Incentive Increase 2004 conditions were met.**

<b>Year 3 – 4 Increase on Base Rates From February 22nd 2005 Including Productivity Incentives Increase 2004</b>										
Skill Level		Mon - Fri		7 Day		Continuous		Fitters		Electricians
		5 Days		Shift		Rotating				
		Operator		Operator		Shift Worker				
						(Burners)				
Annual Calculated	A		A	44057.59	KB	55607.91	1		1	
Weekly	A	536.03	A	854.95		1069.38	1	631.27	1	714.82
Hourly Base	A	14.11	A	14.11		16.39	1	16.61	1	18.81

Annual Calculated	B		B	46161.23			2		2	
Weekly	B	557.62	B	887.72			2	649.58	2	733.43
Hourly Base	B	14.67	B	14.67			2	17.09	2	19.30
Annual Calculated	C		C	47472.24			3		3	
Weekly	C	574.24	C	912.93			3	674.74	3	758.99
Hourly Base	C	15.11	C	15.11			3	17.76	3	19.97
Annual Calculated	D		D	48983.82						
Weekly	D	593.39	D	942.00						
Hourly Base	D	15.62	D	15.62						
Annual Calculated	E		E	51292.22						
Weekly	E	622.65	E	986.39						
Hourly Base	E	16.39	E	16.39						
NB Day Operators, Fitters and Electricians rates above do not include KPI or Production Bonuses										
Fitters and Electricians Base Rates include all allowances and supplementary payments.										
	Bonuses					Other Allowances				
	Ave KPI Bonus			\$26.14		Meal		\$8.06		
	Ave Production Bonus			\$22.68		First Aid		\$9.84		

**4% Increase from February 22nd 2005.**

**Rates payable for the period 25 to 36 months of this EBA if the Productivity Incentive Increase 2004 conditions were met.**

<b>Year 3 – 4 Increase on Base Rates From February 22nd 2005 Including Productivity Incentives Increase 2004</b>										
Skill Level		Mon - Fri		7 Day		Continuous		Fitters		Electricians
		5 Days		Shift		Rotating				
		Operator		Operator		Shift Worker				
						(Burners)				
Annual Calculated	A		A	44057.78	KB	55103.63	1		1	
Weekly	A	530.93	A	847.21		1059.69	1	635.26	1	708.01



Hourly Base	A	13.97	A	13.97		16.23	1	16.45	1	18.63
Annual Calculated	B		B	45742.19			2		2	
Weekly	B	552.31	B	879.66			2	643.40	2	726.45
Hourly Base	B	14.53	B	14.53			2	16.93	2	19.12
Annual Calculated	C		C	47040.71			3		3	
Weekly	C	568.77	C	904.63			3	668.31	3	751.76
Hourly Base	C	14.97	C	14.97			3	17.59	3	19.78
Annual Calculated	D		D	48537.89						
Weekly	D	587.74	D	933.42						
Hourly Base	D	15.47	D	15.47						
Annual Calculated	E		E	50824.31						
Weekly	E	616.72	E	977.39						
Hourly Base	E	16.23	E	16.23						
NB Day Operators, Fitters and Electricians rates above do not include KPI or Production Bonuses										
Fitters and Electricians Base Rates include all allowances and supplementary payments.										
	Bonuses					Other Allowances				
	Ave KPI Bonus			\$26.14		Meal		\$7.99		
	Ave Production Bonus			\$22.68		First Aid		\$9.84		

SIGNATORIES

In recognition of their acceptance of this Agreement and of the Undertakings outlined in Clause 32, the parties have placed their signatures below as indicated: -

Accepted on behalf of  
**Boral Bricks Pty Ltd**

Signature

Date.

\_\_\_\_\_

\_\_\_\_\_

Witness

Date.

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Accepted on behalf of Federated Brick, Tile & Pottery Industrial Union of Australia, New South Wales Branch.

Signature

Date.

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Witness

Date.

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