

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/268

**TITLE:** **Boral Bricks Bringelly Plant Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/1701

**DATE APPROVED/COMMENCEMENT:** 24 March 2006 / 1 November 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/132.

**GAZETTAL REFERENCE:** 28 July 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 21

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Boral Bricks Pty Limited, who are engaged at the company's Bringelly Plant, located at Lot 2, Greendale Road, Bringelly NSW 2171, who fall within the coverage of the Brick and Paver Industry (State) Award.

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

## **1. Title**

This agreement shall be known as the Boral Bricks Bringelly Plant Enterprise Agreement 2005.

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### 3. Area Incidence and Duration

- (a) This agreement shall be binding on:
  - (i) Boral Bricks Pty Ltd ("the Company"); and
  - (ii) employees working at the Bringelly Plant; and
  - (iii) the Federated Brick, Tile & Pottery Industrial Union of Australia, New South Wales Branch.
- (b) 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 to November 2007.

### 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 agreement 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 Bringelly Plant EA Code: 00/79 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 Levels and Rates of Pay

- (a) Rates of pay are set out in Appendix A.
- (b) Rates of pay and allowances are set out in Appendix A.
- (c) Skill Levels for the site are as below:

#### **Production**

#### **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.

#### **Skill Level 2 - 1 Skill Centre**

Able to perform tasks for one Skill Centre, if and when required. Covers tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery, including quality control and keeping of records or performs tasks that currently require at least one

of the extra skills of lathing of mills, greasing, laboratory/quality control. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision.

### **Skill Level 3 - 2 Skill Centres**

Able to perform tasks for two Skill Centres, if and when required. Covers tasks requiring the setting up, operating, routine maintenance and quality control of all fixed and mobile machinery in at least two skill centres in the plant, Works under limited supervision.

### **Skill Level 4 - 3 Skill Centres**

Production workers able to perform tasks for three Skill Centres if and when required. Covers production employee tasks requiring the setting up, operating, routine maintenance, quality control and keeping of records of all fixed and mobile machinery in at least three areas of the Plant and the responsibility for operating such machines. Works under limited supervision.

This level is equivalent to the tradespersons level. Employees classified at this level require a full Trades Certificate or its equivalent. Tasks at this level cover installation, maintenance, correct functioning of mechanical, electrical and other equipment and associated tasks, quality control and keeping of records; or

### **Skill Level 5 - 4 Skill Centres**

Production employees able to perform tasks for four Skill Centres if and when required. Covers production employee tasks requiring the setting up, operating, routine maintenance, quality control and keeping of records of all fixed and mobile machinery in all areas of the Plant and the responsibility for operating such machines and be able to perform all of the extra skills of lathing of mills, greasing, laboratory/quality control. Works under limited supervision.

Maintenance employees at this level require skills to fault find and diagnose problems of specialised equipment and to service it. A trade certificate for these specialties is a requirement for this level, eg. for Tradesperson Special Class or Electrician Special Class.

### **Skill Level 6 – 5 Skill Centres**

Production employees able to perform tasks for five Skill Centres, if and when required, and undertake supervision responsibilities. Covers tasks requiring the setting up, operating, routine maintenance, quality control and keeping of records for fixed and mobile machinery in all areas of the Plant and the responsibility for operating such machines, as well as the supervision in a section of the Plant of all production/maintenance employees. Works under supervision in respect to management objectives.

Maintenance employees at this level are electronics tradespersons who are able to fault find and diagnose problems of specialised electronic equipment and to service it. Tradespersons undertake who supervision

responsibilities are classified at this level. A trade certificate for an electronic tradesperson is a requirement for this level.

## **Yard**

Generic skills for the Yard are (but not limited to), teamwork, OH&S, communication, forklift, minor maintenance and customer service, product identification.

### **Skill Level 1 - Entry level**

This is the entry level for employees with a forklift licence and who can operate a forklift safely but who do not have the appropriate skills needed for classification at higher levels. Employees at this level perform routine yard duties and simple manual tasks of satisfactory quality and work under close supervision.

### **Skill Level 2 – Loading and Export Packing**

Have all the skills for Level 1 and load & unload trucks with courteous professionalism in a safe & timely manner. Process return loads and pallet deliveries giving paperwork to dispatcher. Multi skilled in all yard operations, perform grid moves, paver make ups and prepare loads for incoming trucks. Choose representative samples for customer evaluation and organise courier pick up of sample packs.

Able to perform all export related tasks including but not limited to sorting, packaging and loading of containers.

### **Skill Level 3 – Yard Operator & Despatch**

All the skills of Level 2 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 all safety requirements.

Operate Bricks Lynx & e-mail systems operating within the appropriate company policies. Organise Forklift service calls, organise and carry out grid moves.

Cover dispatch role when required after yard staffing and business priorities have been considered and agreed.

#### (d) Skill Centres

Front End Loader/Clay Preparation  
Dry Press  
Extruder/Forming/Wet Load  
Dryer/Unload/Setting  
Kiln Cars/Dehack to Yard  
Yard/Export/Transport

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.

- (e) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level. However, once the employee has attained the necessary skills and has been accredited and re-classified to a higher level, the employee will be paid the rate for that classification regardless of the actual task carried out in the Plant, subject to continued performance at that level.

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

- (a) The weekly total of ordinary hours of work will be a maximum of 38 per week. Ordinary hours will be worked for 7.6 hours on each of the days Monday to Friday between the hours of 6.00 am and 6.00 pm.
- (b) Hours of work for despatch employees will be:

Group 1	6.00 am to 2.06 pm
Group 2	9.54 am to 6.00 pm
- (c) Hours of work may be varied to another regular requirement should the needs of the business change.

## **8. Four On/Four Off Work**

- (a) These conditions will apply 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 12, (Overtime), clause 16 Meal Break and Allowances, and sub clause (b) and (c) of clause 15 (Public Holidays).
- (b) The ordinary hours of four on/four off workers shall average 38.5 per week on an 8 week cycle of 308 hours.
- (c) The work pattern will be on a continuous basis worked on 11 hours each day for 4 consecutive days (including all public holidays) with four intervening leisure days,
- (d) On each eleven-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 6 hours after commencement. 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 16, Meal Breaks and Allowances. Because of the continuous operation, employees will stagger meal and refreshment breaks.
- (e) If there is a requirement for overtime beyond 11 hours in any day period, a loading will be paid of 50 per cent of the annual rate for the skill level at which they are classified, calculated pro rata to an hourly rate.

- (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. a loading will be paid of 50 per cent of the annual rate for the skill level at which they are classified, calculated pro rata to an hourly rate.
- (g) The rates of pay for four on/four off work are in Appendix A. These rates include payment for rostered work on Saturdays, Sundays and public holidays, un-rostered days when public holidays occur, the extra hours beyond 7.6 worked each day, travel allowance, manganese allowance, 17.5% annual leave loading, spread of hours allowance, soda ash allowance, KPI bonus for systems and shift allowances, and are in lieu of any benefits other than provided in this Agreement.
- (h) Sick pay entitlement will be debited by the actual hours not worked.
- (i) Absence on sick leave on any rostered Saturday, Sunday or public holiday will be paid at the normal classification rate and will be debited by the actual hours not worked if a doctor's certificate is provided. If a doctor's certificate is not provided for the absence, sick leave will be paid for at the normal classification level rate less the following provisions:
- |          |   |
|----------|---|
| Saturday | deduct 5 hours at System Classification rate  |
| Sunday   | deduct 10 hours at System Classification rate |
| Holiday  | deduct 15 hours at System Classification rate |
- (j) Absence on approved bereavement leave or jury service will be paid at the normal four on/four off work rate.
- (k) Employees who are required to work through a meal break period (sub clause (d) of this clause) because of an emergency or to maintain production, will be allowed to take their meal break when relief is available.
- (l) An employee shall be entitled to have at least 9 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.
- (m) Where an employee working under System B (4 on/4 off day shift) works a shift under System E (4 on/4 off night shift) they will be paid an allowance calculated as the difference between the rate for System B and System E for their classification level for each hour worked.
- (n) To achieve continuous operation of the Plant,
- (i) maintenance personnel and then staff may be used to operate the Plant while a relief employee is being obtained or is not available; and Notwithstanding this the company reserves the right to employ skilled personnel as operators.
  - (ii) plant and machinery employees will start and finish their shift at the workstation. An employee on shift will remain at their work station until relieved by the next shift. In the event that

the next shift operator does not relieve within a 15 minute cross-over period, communications with the Team Leader must take place before leaving work.

- (o) Employees who are employed as at 1<sup>st</sup> November 2002, cannot be required to work night shift, (except in exceptional circumstances), unless the employee consents.
- (p) The company reserves the right to modify the structure of its shifts in accordance with business needs. In circumstances where modification is required, all employees will be consulted.

## **9. 3 on/3 Off Roster**

An alternate shift to the 4 on/4 off roster can be trialled on nightshift. This will take the form of a 3 on 3 off roster. At the end of 3 months this shall be reviewed in consultation with night shift employees to determine if it is the most appropriate shift design.

## **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 will 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 is the responsibility of the employees concerned to notify the Company immediately of any loss of time to which this clause applies.
- (c) Notification of absence is to be 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, probationary period of three (3) months will apply from the first date of employment with Boral.

- (iii) Special Purpose Labour Hire and Agreement

- (a) "Special purpose labour hire" may be engaged to meet peaks in workload to cover planned/unplanned absences or specialist needs.

- (b) 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.

- (c) The company undertakes to ensure that labour hire firms comply with the terms of this clause, this agreement and the applicable awards.
- (f) Conditions for the use of hiring Production Contractors.

Note: This clause does not include or alter in any way the site work practices applicable to the contract maintenance staff.

  - (i) The company will inform the Consultative Committee in writing of the reason why they want to use contract labour.
  - (ii) No permanent employee can be replaced by a contractor.
  - (iii) No permanent employee can be retrenched whilst a production contractor is on site.
- (g) Before hiring contractors to do projects or additional work on site, permanent employees will be given the opportunity to do the work first. Where permanent employees cannot complete the work in the specified time period or do not have the skills to do the work, contractors will be engaged.
- (h) No contractor is to be offered overtime except after all permanent employees have been given the opportunity to do the available overtime.

## **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 at 1.5 times 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 9 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**

- (a) 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 expected 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 68.4 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. four on/four off workers debited 11 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, but only 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 1944* and the *Long Service Leave Act 1955*.
- (b) For 4 on/4 off continuous seven day shift workers, annual leave entitlement shall be not less than 154 hour per year. Annual leave entitlement shall be deducted at 11 hours per day. Employees shall be paid for 11 hours at the hourly rate per shift taken as leave.

- (c) Continuous 4 on/4 off continuous seven 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 payment shall be made as an annual lump sum equivalent to 38.5 hours of ordinary hours. This will not be retrospective and will begin Dec 2003.
- (d) An employee may opt to take a fifth week (38.5 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 (c) will not be payable.
- (e) In exceptional circumstances (such as death of immediate family or prolonged illness or period of plant closure), when all other relevant leave entitlements are exhausted and with provision of satisfactory evidence, Senior Boral Management retains the discretion to allow the fifth week (38.5 hours) to be taken as leave if so requested by a employee.
- (f) If the Company intends to close (or reduce to a nucleus) the operation of the plant for a period during the year, then the majority of employees will be required to take their annual leave.
- (g) Employees will be paid in advance at the rate applicable to the skill level at which they are classified.
- (h) Any employee with insufficient leave entitlement for the period of close down will be given leave without pay (without interfering with continuity of service for accrual of entitlements).
- (i) Employees with insufficient leave will be given preference for remaining in employment providing that they have the necessary skills and experience required.
- (j) In addition to the provisions of the *Long Service Leave Act (NSW) 1955*, the employee will, after the 15 year of service, accrue long service leave at the rate of 1.3 weeks per year. This provision shall only become operative in the second year of this agreement and will not be retrospective.

## **15. Public Holidays**

- (a) Employees shall be entitled to the following gazetted Public Holidays, however all employees are required to be present for all shifts for which they are rostered to work.

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's Birthday

Six-Hour Day or local Labour Day  
Christmas Day  
Boxing Day

- (b) 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. For example if Christmas Day falls on a Saturday and the in lieu public holiday is the Monday, Saturday is day that will be paid as the Public Holiday
- (c) Monday to Friday workers required to work on a public holiday will be paid as per sub clause (b) of clause 12, Overtime (Monday to Friday Workers).
- (d) In order to qualify for public holiday payments an employee must have worked on the employee's normal working day preceding and following the public holiday, except in the case of approved leave. If the above normal working days are not worked in relation to a group of holidays, an employee shall forfeit a maximum payment of only one day.
- (e) There is no planned production for Christmas Day, leave is to be taken by employees as Financial Members day. The Financial Members day is for financial members of the Brick Tile & Pottery Union and the onus of proof of financial membership shall rest with the employees concerned. Should employees have no leave available, employees will be required to work according to their roster.

## **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 4 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 Appendix A.
- (e) An employee required to work overtime for more than 2 hours after normal ceasing time will be allowed a paid rest break of 30 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:

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 on half (2 ½) weeks for each year of service capped at 52 weeks maximum.

All redundancy payments shall be calculated at the employees 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 companies 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.

No payment will be made to an employee not accepting the offer of the position in another brick making entity or similar role in other entity of Boral Limited situated in the metropolitan area.

- (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 penalties and allowances). The weekly pay excludes the rostered overtime.

## 18. Disciplinary Procedure

- (a) 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.

- (b) 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 and any employee involved in such behaviour, or behaviour of an equivalent nature may result summary dismissal.
- (c) 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, then 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 nominee, 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 Disputes 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:

- (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.

## **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**

- (a) The Plum Superannuation 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 Plum Superannuation Fund or C+Bus. Employees must make such election by providing the Company with written confirmation of such elections.
- (b) 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 the Plum Superannuation Fund or C+Bus.

## **23. Salary Sacrifice**

Salary sacrifice arrangements for superannuation will be available to weekly employees (other than casuals) during the life of this agreement.

## **24. 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.

## **25. Site Drug and Alcohol Policy and Testing**

- (a) People affected by alcohol and or other drugs are a safety hazard to themselves and all others present in the workplace. Employees shall participate in the Bringelly site Drug and Alcohol Policy (developed by the site safety committee), which will include employees participating in peer identification, intervention and support of those persons who are unsafe/unfit for work.
- (b) A person who is affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (c) Where there has been an accident, incident or injury on site, and there is cause to believe that drugs or alcohol may be a contributing factor, the employee(s) will undergo a drug or alcohol test.
- (d) The decision on whether drugs or alcohol may be a contributing factor will be made on the basis of the findings of the initial investigation.
- (e) The drug and alcohol tests will be administered by a Boral treating doctor.
- (f) Where it is found that the employee was under the influence of drugs or alcohol the provisions of the Boral Bricks Drug and Alcohol guidelines will apply.

## 26. Self loading of Trucks

It is agreed that the provision for brick trucks to load themselves continues. This provision is only to be used when it is to the advantage of all stakeholders (employees, management and business), and with the following caveats:

- (a) The load is planned (low volume, by exception).
- (b) No one is available to load the truck (permanent employees must be given the opportunity to load the trucks first).
- (c) The load is pre-picked from a docket and marked.
- (d) The normal Yard restrictions with regard to hours are adhered to.

## 27. KPI Bonus

A 1% increase on wage rates will be paid in the first year of this agreement as an off set for the absorption of the Bringelly KPI Bonus.

## 28. Compliance

The parties agree that they will comply with any legislative changes that occur during the life of this agreement. The parties to this agreement recognise that these changes may affect parts of this agreement, some of which may become unenforceable.

## Appendix A: Wage Rates & Allowances

- (a) In accordance with this agreement a wage increase is payable as follows:
  - (i) 4% effective from the date of signing this agreement, payable starting the first full pay week after the date of certification by the Industrial Relations Commission.
  - (ii) A further two (2) wage increases of 2% as follows:
    - (a) 2% payable on November 2006.
    - (b) 2% payable on the June 2007.
  - (iii) Wage rates are specified below.

### (b) Wage Rates

REVISED RATES FOR YEAR 1					
	A	B	C	D	E
Skill Level	Mon-Fr Days	4 On/4 Off Day	Mon-Fri Afternoon <sup>1</sup>	4 On/4 Off Afternoon <sup>2</sup>	4 On/4 Off Night
1	34,560.41 664.62	44,542.64 856.59	37,578.69 722.67	46,957.28 903.02	54,083.68 1,040.07
2	36,544.54 702.78	47,146.16 906.66	39,562.81 760.72	49,409.55 950.18	57,244.87 1,100.86

3	37,578.69 722.67	48,493.80 932.57	40,596.97 780.71	50,833.14 977.56	58,881.17 1,132.33
4	38,612.15 742.54	49,840.72 958.48	41,630.44 800.59	52,255.31 1,004.91	60,516.61 1,163.78
5	44,731.49 860.22	57,846.37 1,112.43	47,749.85 918.27	60,261.01 1,158.87	70,237.07 1,350.71
6	46,792.33 899.85	60,539.56 1,164.22	49,810.61 957.90	62,954.20 1,210.66	73,507.14 1,413.60
Y1	37,578.69 722.67				
Y2	38,612.15 742.54				
Y3	39,977.67 768.80				

**(c) Allowances**

Item	Clause	Description	Amount
1		Meal Allowance	\$10.75
2		First Aid Allowance	\$12.54

**(d) Notes**

(i) All systems all include:

- (1) travel allowance;
- (2) manganese, soda ash allowance;
- (3) spread of hours allowance;
- (4) 17.5 per cent annual leave loading.
- (5) KPI bonus for systems

(ii) Systems B and D & E include:

28.8% per cent loading on base, calculated to provide for the occasions of working public holidays and weekends, as well as providing for ordinary-time rate for public holidays not worked.

(iii) System E includes:

System E includes a 30 per cent loading on ordinary hours on weeknights, except public holidays, calculated on the base rate to provide for working night shift. This negates any entitlement to any other night shift allowance.

- (iv) When working under one system and changing to another system, then payment is made for the system to be worked, at the level for which the employee is classified, eg. if an employee is working 4 on/4 off in System B and the employee changes to Monday to Friday System A, then the employee will be paid at the System A rate for as long as the employee works in that system.
- (v) Overtime (sub clause (f) of clause 8, Four On/Four Off Work, and clause 12, Overtime (Monday to Friday Workers), first-aid allowance and meal allowance (sub clause (d) of clause 16, Meal Breaks and Allowances), will be paid as specifically detailed in the Agreement.

**SIGNATORIES**

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

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

Signature ..... Date .....

Witness ..... Date .....

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

Signature ..... Date .....

Witness ..... Date .....

**TERMINATION OF AGREEMENT  
NOTICE OF TERMINATION OF AN ENTERPRISE AGREEMENT**

Industrial Relations Act 1996, s44(5) EA 98/52, Boral Bricks Pty Limited, Bringelly Plant, Enterprise Agreement.

Whereas the above agreement was entered into by Boral Bricks Pty Limited and The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, the parties have agreed to terminate the agreement effective from the date of approval of a new agreement.

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

Signature ..... Date .....

Witness ..... Date .....

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

Signature ..... Date .....

Witness ..... Date .....

Dated

Agreed by: