

Registered
Enterprise Agreement

Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/202
.....

DATE REGISTERED 14.7.98
.....

PRICE \$ 16
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/202

TITLE: Boral Bricks (NSW) Pty Limited Kempsey Plant Enterprise Agreement

I.R.C. NO: 98/3517

DATE APPROVED/COMMENCEMENT: 14 July 1998

TERM: Expires 1 February 2000.

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 95/330.**

GAZETTAL REFERENCE:

DATE TERMINATED: 23 June 1998

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies in respect of all production and maintenance employees of Boral Bricks (NSW) Pty Limited operating at and from South Street, Kempsey.

PARTIES: Boral Bricks (NSW) Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, 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 (NSW) Pty Limited Kempsey Plant Enterprise Agreement 1998.**

2.

ARRANGEMENT

Clause	Subject
1	Title
2	Arrangement
3	Objects of Parties
4	Area, Incidence and Parties Bound
5	Bargaining Unit
6	Date and Period of Operation
7	Relationship to Parent Award
8	Operational Procedure
9	Quality Assurance
10	Contract Labour
11	Sick leave
12	Avoidance of Disputes Procedure
13	Wages
14	Declaration



3.

OBJECTS OF PARTIES

It is the objective of the parties to the agreement to implement work place practices so as to provide for working arrangements which improve the productivity of the Kempsey Plant, enhance job satisfaction and assist positively towards ensuring that Boral Bricks Kempsey Plant becomes a more efficient enterprise.

The parties agree that the spirit and the objectives of this agreement are:

- (a) To improve productivity and/or efficiency and/or flexibility at the workplace for the future health of the business and the security and satisfaction of its people.
- (b) To facilitate the development and maintenance of the most productive and harmonious workplace relationship obtainable.
- (c) To ensure the creation of a workplace culture which focuses on reduction in current and potential safety hazards.
- (d) To encourage team work and establish an atmosphere of mutual trust and commitment between one another.

4. AREA, INCIDENCE AND PARTIES BOUND

This agreement shall be binding upon Boral Bricks (NSW) Pty Limited operating at and from South Street, Kempsey, and the Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, in respect of all production and maintenance employees.



5. BARGAINING UNIT

For the purpose of negotiating an enterprise agreement a single bargaining unit has been established with a negotiating committee consisting of one management representative and three employee representatives.

6. DATE AND PERIOD OF OPERATION

This agreement shall take effect from the beginning of the first pay period to commence on or after the date of this agreement's approval by the Industrial Relations Commission of NSW and shall remain in force until February 2000.

7. RELATIONSHIP TO PARENT AWARD

The terms of the Brickmakers and Assistants (State) Award and the Metal and Engineering Industry (NSW) Award shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this agreement. In the event of inconsistencies, the terms of the agreement shall prevail.

8. OPERATIONAL PROCEDURE

To assist with the implementation of this agreement and achieve better flexibility of the workforce the following is agreed by the parties.

- (a) Flexibility of jobs and duties within and between the work areas shall be limited only by individual skill levels. Where minor repairs and maintenance are concerned employees other than maintenance may assist the maintenance team to effect the repairs. However, no employee should perform repair work which requires endorsement of an appropriate authority (e.g. licence). This clause is not intended to contradict or diminish the spirit of co-operation that currently exists between all departments.
- (b) Take all steps necessary to avoid any action which disrupts continuity of operation by resolving employee concerns effectively and speedily through full and open communication and reference to the avoidance of disputes procedure set out in Clause 12 of this document.

- (c) Training and retraining and the development of employee's skills to enable the employees to develop a career path and to meet the changing needs of the company's manufacturing processes.
- (d) To participate in any programs designed to ensure the safety and improved performance of the employee, i.e. warm up exercises.
- (e) Palletising and setting shall be performed in accordance with the company's requirements and the In-House Agreement. The In-House Agreement may be varied from time to time by mutual agreement between the management and the employees without affecting this Enterprise Agreement.
- (e) To consistently seek improvement in safety, quality, efficiency, housekeeping, productivity and all facets of the work environment.



9. QUALITY ASSURANCE

The employees shall agree to operate in accordance with the company's accredited Quality Assurance Scheme. This Scheme is designed to provide the best quality product, customer service and productivity achievable by the company.

Under this scheme the employees are required to be involved in the decision-making process with regard to the quality of the product. It is each employee's responsibility to take ownership for the quality of the product produced in their particular work area.

10. CONTRACT LABOUR

It is agreed by the parties that the company may use contract labour under the following conditions -

- 1. Company to inform consultative committee of their reasons to hire contractors.
- 2. Before hiring contractors, permanent employees must be given the opportunity to do the work first.
- 3. No permanent employee can be replaced by a contractor
- 4. No permanent employee to be retrenched whilst contractors are on the plant
- 5. No contractor to be offered overtime except after all permanent employees have been given the opportunity to do the available overtime.
- 6. No contractor to operate machinery tasks (e.g. extruders, dehackers)
- 7. Contractors can only be used to cover the following after consultation and agreement with the consultative committee -
 - (a) to cover peak load situations (e.g. exporting, palletising)
 - (b) to cover annual leave or long service leave to agreed lengths of time, by consultation.

11. SICK LEAVE

- (a) Notification of an employee's absence on sick leave is to occur within eight hours of normal

commencement time, otherwise the employee will forego payments for that day unless abnormal circumstances exist. If notification is not received a doctor's certificate or a Statutory Declaration will be required for payment.

- (b) RDO and holiday monies may be used for excessive sick leave upon approval by the Plant manager. A doctor's certificate must be produced for this leave.
- (c) After 3 single days sick leave in any sick leave year a doctor's certificate or Statutory Declaration must be produced for any further sick leave, in multiple or single days for that sick leave year. For any sick leave in excess of one single day a doctor's certificate must be produced.



12. AVOIDANCE OF DISPUTES PROCEDURE

The purpose of this Avoidance of Disputes procedure is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

During a dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction. If justified on the grounds of health and safety, within the reasonable responsibility of the employer concerned, this clause shall not apply.

The agreed procedure is detailed hereunder:

STAGE 1

The employee and/or the delegate will contact the supervisor and attempt to settle the matter at that level.

STAGE 2

If it is not settled at stage 1, the employee and the delegate will meet with the plant manager.

STAGE 3

If the matter is not settled at stage 2, it shall be referred to the appropriate union and employer association.

STAGE 4

If stage 3 is unsuccessful, it is agreed that the matter may then be referred to the New South Wales Industrial Relations Commission for conciliation or arbitration.

Every effort will be made to complete stages 1, 2 and 3 within five working days.

13. WAGES

The weekly wage rates for ordinary hours worked shall be as per Appendix "A" attached.

During the life of the agreement employees will receive a weekly payment paid in accordance with the Key Performance Indicators set out in the MATRIX attached as Appendix "B".

The Key Performance Indicators will be reviewed each three months and the payment will be based on efficiency gains during the three months.

14.

DECLARATION

The parties declare that this agreement:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress;
- (d) reflects the interests and decrees of the parties.



SIGNED BY THE PARTIES TO THE AGREEMENT

Signed for **Boral Bricks (NSW) Pty Limited**



BARRY WILLIAM LEE

Signature

Please print name

4-5-98

Date



Signed for and on behalf of the **Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch**



A. SAWTSCHUK

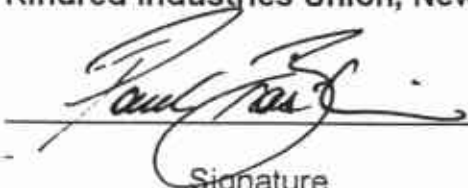
Signature

Please print name

23-6-98

Date

Signed for and on behalf of the **Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch**



PAUL BASTIAN

Signature

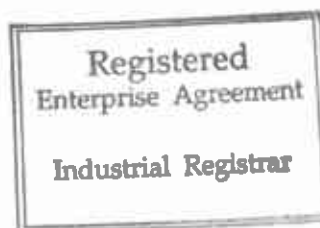
Please print name

18 MAY 98

Date

APPENDIX A

Classifications and Wage Rates



The base rate of pay for 38 hours worked shall be as follows:-

	Award Rate	Present Rate	New Rate after 12 months
DIVISION A	393.60	393.60	408.60
DIVISION B	410.50	410.50	425.50
DIVISION C	423.50	423.50	438.50
DIVISION D	438.50	438.50	453.50
FITTER	451.20	479.63	494.63
LEADING HAND	470.90	574.59	589.59
ELECTRICIAN	456.60	546.21	561.21

MATRIX FOR KEMPSEY ENTERPRISE AGREEMENT, 1998 - 2000, KEY PERFORMANCE INDICATORS

INDICATOR SCORE	SAFETY REBATE %	EFF'CY		QUALITY		ATTENDANCE		CUSTOMER COMPLAINTS	
		%	\$/MAN/WK	%	\$/MAN/WK	DAYS ABSENT	\$/MAN/WK	\$/MTH	\$/MAN/WK
10	100	2.3	100	11	14.7	0	5.8	0	1.9
9	90	2.07	98	9.9		1	5.12		
8	80	1.84	96	8.8	12.6	2	4.48	50	1.38
7	70	1.61	94	7.7	10.5	3	3.84		
6	60	1.38	92	6.6	8.4	4	3.2		
5	50	1.15	90	5.5	7.35	4.5	2.88	100	0.95
4	40	0.92	88	4.4	6.3	5	2.56		
3	30	0.69	86	3.3	4.2	6	1.92	150	0.48
2	20	0.46	84	2.2	2.1	7	1.28		
1	10	0.23	82	1.1		8	0.64		
0	0	0	80	0	0	9	0	200	0
-1	-10	-0.23	78	-1.1		10	-0.64		
-2	-20	-0.46	76	-2.2	-2.1	11	-1.28	250	-0.48
-3	-30	-0.69	74	-3.3	-4.2	12	-1.92		
-4	-40	-0.92	72	-4.4	-6.3	13	-2.56		
-5	-50	-1.15	70	-5.5	-7.35	13.5	-2.88	300	-0.95
-6	-60	-1.38	68	-6.6	-8.4	14	-3.2		
-7	-70	-1.61	66	-7.7	-10.5	15	-3.84		
-8	-80	-1.84	64	-8.8	-12.6	16	-4.48		
-9	-90	-2.07	62	-9.9		17	-5.12		
-10	-100	-2.3	60	-11	-14.7	18	-5.8	400	-1.9
1/3 SAVINGS	4,300		20800		27333	10880		2400	
SCORE									
TOTAL \$									

Registered
Enterprise Agreement
Industrial Registrar