

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/123

TITLE: The Austral Bricks Production Workers' Agreement 2000

I.R.C. NO: 00/1465

DATE APPROVED/COMMENCEMENT: 14 April 2000

TERM: 30 September 2002

**NEW AGREEMENT OR
VARIATION: New - Replaces EA98-160**

GAZETTAL REFERENCE:

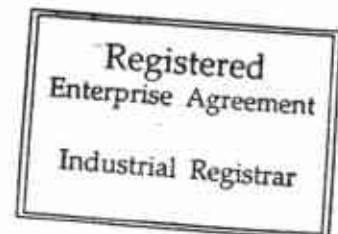
DATE TERMINATED:

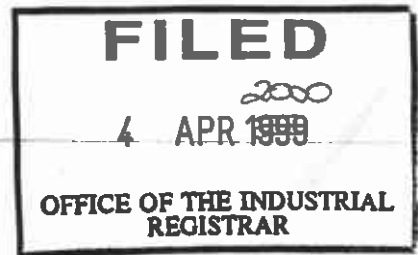
NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all production employees engaged in the manufacture of clay bricks and pavers, located at the company sites at Horsley Park Plants No 1, 2 & 3, and the Eastwood Plant

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





BEFORE THE INDUSTRIAL RELATIONS COMMISSION OF
NEW SOUTH WALES

RE: ENTERPRISE AGREEMENT

The Austral Brick Company Pty Limited, Federated Brick, Tile and Pottery Industrial Union
of Australia (NSW Branch) and Others

This Agreement shall be known as **THE AUSTRAL BRICKS PRODUCTION
WORKERS' AGREEMENT 2000**

1. **PARTIES**

The Austral Brick Company Pty Limited, (the Company) and The Federated Brick,
Tile and Pottery Industrial Union of Australia (NSW Branch), (the Union).

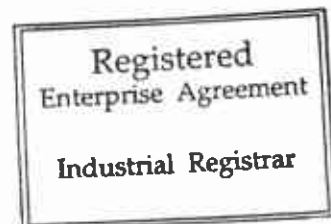
2. **APPLICATION**

This Paid Rates Agreement is binding on The Austral Brick Company Pty Limited,
The Federated Brick, Tile and Pottery Industrial Union of Australia (NSW Branch)
representing their members, production employees of the Company, and production
employees of the said Company in respect to employment conditions and rates of pay
for the Company's production employees engaged in the manufacture of clay bricks
and pavers.



ARRANGEMENT

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3. PERIOD OF OPERATION

This Agreement will operate from the first pay period after 17 March 2000 providing the Agreement has been approved by the Industrial Relations Commission of New South Wales, and will continue in force until 16 March 2002, subject to the provisions of the New South Wales Industrial Relations Act 1996.

4. SCOPE

This Agreement will cover all employees engaged in the production of clay bricks and pavers. It will not apply to maintenance employees who work in or in connection with such manufacture.

This Agreement is to be read and interpreted in conjunction with the *Brickmakers and Assistants (State) Award* (the Award). It contains some additions and/or modifications to the rates and conditions of that Award. Where there is any inconsistency between this Agreement and the Award, the Agreement will prevail.

5 OBJECTIVES

(a) The objectives of this Agreement are to continue to facilitate:

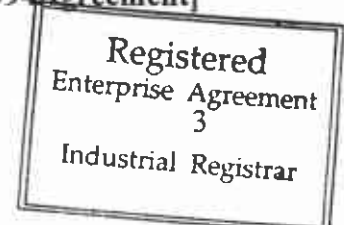
- (i) flexible working hours
- (ii) workplace productivity
- (iii) the development and maintenance of the most productive and harmonious working relationship obtainable.

(b) An important factor in reaching the above objectives is the continued development of the working environment where all parties are involved in the decision making process. Both management and employees are committed to a continuation of positive co-operation in implementing work practices that are flexible and meet the requirements of the Company.

6 WORKPLACE EFFICIENCY

(a) It is the objective of the parties to this Agreement to continue to implement workplace practices providing for more flexible working arrangements to improve the efficiency and productivity of the Company, enhance skills and job satisfaction, and assist positively towards making the Company a more efficient enterprise.

(b) In particular, employees will not impose any restrictive practices. They will perform a wide range of functions and duties, including work incidental or peripheral to their main tasks according to training and competency. They will take all necessary steps to ensure the quality, accuracy and completion of any task. **[1994 Agreement]**



- (c) Employees will comply with all reasonable requests to transfer and to perform work covered by this Agreement. **[1996 Agreement]**
- (d) In case of machine breakdown, employees will ensure that the plant is kept clean and free from spent materials. **[1996 Agreement]**
- (e) Employees agree that maintenance employees can change augers or air bags. **[1988 Agreement]**
- (f) Kiln Burners agree to sidetrack kiln cars from No.9 setter and to grease one kiln car per shift (on average). **[1988 Agreement]**
- (g) The Kiln Operators (Burners) will pull down the wicket at weekends to improve the kiln cooling.
- (h) The Kiln Operators (Burners) will sweep the general kiln area and check the fire boxes, on the Dome kilns, for damage.
- (i) The Loft Operator will clean up any spills.
- (j) The Crusher Operator will monitor and control the levels in the bins above the grinding pans when the new crushing system becomes operational.
- (k) The Press machine Operator will work overtime on weekdays to make up the tally of 10250 bricks per machine per day, if production has been lost due to breakdowns or any other reason.
- (l) The Gate Person will top up the brick sample room each day.
- (m) Fork Lift Drivers will check the oil, water and tyre pressures, top up as required and also grease their machines.
- (n) Press Machine Operators will:
 - (i) produce 10,250 bricks per day,
 - (ii) clean and lubricate their machine and turn on the heating element before commencing production at the normal starting time.
- (o) Yard workers will palletise bricks when cleaning up, after assisting the truck drivers to hand load.
- (p) The Fork Lift Drivers setting kilns will relieve the Press Machine Operator for short breaks, for toilet etc.
- (q) The Fork Lift Drivers unloading kilns will do so when kilns are hot but not ~~available~~

7 CAREER PROGRESSION AND TRAINING

- (a) The parties to this Agreement continue to recognise that a strong commitment to skill development is required in order to increase efficiency and productivity.
- (b) Opportunities will be made available, wherever practicable, to enable employees to develop skills and competencies for progression through the classification structure.
- (c) Employees will be encouraged to progress to the highest level personally attainable, consistent with the needs of the enterprise.
- (d) When a new employee commences at a high level due to particular skill requirements, that employee must "backfill" lower level skills within 12 months in order to ensure full flexibility of the enterprise.

8 CASUAL/CONTRACTOR EMPLOYMENT

- (a) Casual/contractor labour may be employed on the basis of 1 casual/contractor employee to every 10 full time production employees at any Plant specific site, in a particular week. (This basis may be reviewed by the Consultative Committee). Such casual employees may be used to cover:

- * employees on annual leave or extended sick leave,
- * employees undergoing training requirements, and
- * the need to supplement labour during peak load periods,

provided that

- (i) they are not used to replace full time employment and normal overtime,
- (ii) they only work overtime after all full time employees have declined to work overtime, and
- (iii) whilst they are employed there will be no retrenchments of full time employees.

Where possible the Consultative Committee will be notified prior to the employment of casual labour.

- (b) A casual employee is one specifically engaged as such and paid a loading of an additional 20% on the wage rate prescribed in this Agreement. This loading is in lieu of non-payment for sick leave, public holidays, annual leave and long service leave.

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Enterprise Agreement
Industrial Registrar5

9 HOURS (DAY WORKERS)

- (a) The ordinary hours of work (except for burners) will be 38 per week.
- (b) Ordinary hours will be worked (except at Eastwood Plant) between the hours of 6am and 6pm with a maximum of 8 hours (apart from meal breaks), worked consecutively, on any one day, including the Thursday before a Friday public holiday. However, ordinary hours may be worked in the period Monday to Sunday by agreement between the Company and the employees, provided that employees will not be required to work in excess of 12 consecutive hours per day (apart from meal breaks).
- (c) Employees in Plant 1 who work Friday, Saturday and Sunday each week, will only be entitled to payment for public holidays which fall on the days when they are scheduled to work.
- (d) Ordinary hours at Eastwood Plant will be worked on the basis of 7.6 consecutive hours each day (apart from meal breaks), Monday to Friday.
- (e) The Plant Manager may fix the starting time in the Plant Manager's Yard within the limitations in subclause (b) above, and may alter it from time to time either with the consent of the employees or by posting the alterations in a convenient place.
- (f) Employees will be provided with a meal break of not less than 20 minutes nor more than 30 minutes no longer than 5 hours after commencing work. The morning rest period will be deemed as time worked.
- (g) If an employee or group of employees is required to work during their usual meal break, due to an emergency or for the purpose of maintaining production, they will be allowed to take their meal break when the other employees have resumed work and relief is available.
- (h) Employees are to clock on and off at the bundy clock, be at their working station by the commencement of the shift and to remain at their working station until the bell sounds for morning tea, lunch and end of shift. [1988 Agreement]
- (i) Employees agree to work a rostered meal break to keep machines on line. [1988 Agreement]

10 SHIFT WORKERS

10.1 DEFINITIONS

- (a) "Continuous shift" means work carried on with consecutive shifts through 24 hours each day for at least six consecutive shifts.



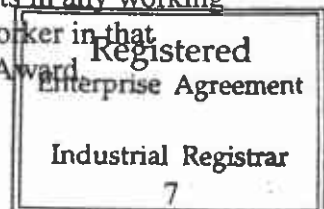
- (b) "Seven day shift" means shift work, other than continuous shift work, rotating across 24 hours of each day and seven days of the week.

10.2 HOURS OF WORK AND ANNUAL LEAVE

- (a) The ordinary hours of shift workers will be 38 per pay period and each shift will not exceed 8 consecutive hours inclusive of a paid meal break. However, if the Company and the employees agree, a greater number of hours may be worked providing that employees are not required to work in excess of 12 consecutive hours per shift.
- (b) In Plants 1,2 and 3 shifts Monday to Friday are to be equal 8 hour shifts with no overlap except that the one short shift per week is to be of 6 hours duration. Lunch period is to be 20 minutes and paid tea break to be 10 minutes
- (c) The starting and finishing time for shift workers will be set by the Company to best service the effective operation of the plant. However, the Company may alter the starting and finishing times and vary the shift overlap times in any Plant in order to enable a factory to respond flexibly and maximise production in the pattern of demand for the Company's product.
- (d) Sub-clause (b) above will not apply to the work of hand setting inside kilns or hand drawing and/or classing inside kilns except where such work is necessary in emergency or breakdown of equipment or plant.
- (e) Rosters will be provided to enable weekly rotation and equity. An employee's place on a roster will not be changed with less than 48 hours notice unless payment of penalty rates is made. However, the notice period will change to 7 days if and when it becomes a provision of the Award.
- (f) Employees will observe punctuality for start times by clocking on prior to their normal shift at a time which will allow them to be at their place of work at the start time so that machines do not stop on shift changes, and to remain at their working station until the bell sounds for morning tea, lunch and end of shift. **[1988 Agreement]**
- (g) A continuous or seven day shift worker will have added to the worker's annual leave period, one extra day for any holidays (as prescribed by the Award) which fall within the leave period.

10.3 OVERTIME Shift Workers

- (a) An employee who is engaged on shift work for less than five shifts in any working week will be paid overtime rates for the time worked as a shift worker in that particular week. Overtime rate will be as per Clause 6(ii) of the Award.



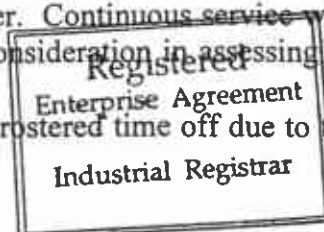
- (b) The above overtime penalty will not apply if:
- (i) the employee has been engaged on continuous shift work for more than one week, or
 - (ii) the Company and the employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, or
 - (iii) The lesser number than five shifts worked is due to the action of the employee, or
 - (iv) the employee is a regular burner or tunnel kiln operator to whom Clause 21(vi) of the Award applies

11 OVERTIME – All Employees

- (a) Overtime work will be so arranged that, wherever practicable, employees have at least 8 hours off duty between successive days.
However, an employee whose ordinary working time commences on the following day before the employee has had 8 consecutive hours off duty, will be released until the 8 consecutive hours are completed. The employee will suffer no loss of pay for the ordinary working time occurring during the employee's absence from duty.

12 SICK LEAVE

- (a) An employee, other than a casual 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 of 5 days in the first year of service and 8 days for each subsequent year of service, subject to the following:
- (i) Sick leave taken during the first 3 months of employment (which satisfies the other provisions of this clause) will only be paid for after the employee has been employed for 3 months.
 - (ii) No payment will be made for any absence for which workers' compensation is paid.
 - (iii) The employee will not be entitled to payment in respect of any time lost on an ordinary working day on which, had the employee attended for duty, the employee would not have been required to work.
 - (iv) The employee will advise the Company of the expected absence and state, as far as practicable, the nature of the illness or injury, within 24 hours of the commencement of the absence.
 - (v) For absences of 3 single days or more in any sick leave year the employee will provide satisfactory evidence of the illness or injury.
 - (vi) The yearly entitlement of sick days will apply to the sick leave year commencing 1 January 1974 and continue thereafter. Continuous service with an employer prior to this date will be taken into consideration in assessing an employee's sick leave entitlements.
 - (vii) An employee will not be entitled to sick leave for rostered time off due to the 38 hour week pattern of work.

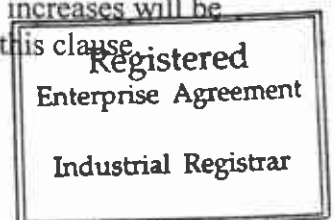


- (viii) Any untaken sick leave at the end of each year's continuous service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave except as provided in sub-clause (ix).
- (ix) In place of adding the accumulation to the entitlement, the employee may apply for a bonus made up of wages equivalent to the outstanding days of the current year's entitlement plus \$25 for each full day of untaken sick leave during the current year.
- (x) The sick leave entitlement for each year of service will be calculated as follows:
 - * For employment commenced before 31 December each year, pro rata until an employee has reached 31 December of the following year after employment.
 - * For employment thereafter, the period from 1 January to 31 December of each year.

- (b) Continuous service will be deemed not to have been broken by absence on sick leave which meets the above requirements.
It will also be deemed not to have been broken in the case of leave of absence granted by the Company or other reasonable cause (proof of which will be on the employee).

13 WAGES

- (a) Wages will be paid by EFT on Thursday of each week. Changes may be made to accommodate unusual situations or circumstances providing they are in accordance with the Industrial Relations Act 1996.
- (b) This Agreement provides for an immediate wage increase of 5% for all purposes of the Agreement. (Previous rates and new rates attached as Appendix B)
- (c) KPI's will be continued as a means of assessing productivity and efficiency gains and linking these directly to the relevant Plant's matrix (see attached) to determine the "Average Quarterly KPI Allowance". These KPI Allowances will vary on a quarterly basis, each quarterly assessment being a review of the previous 3 months' performance. (Matrices attached as Appendix A)
- (d) In addition to the above, existing production bonus payments will continue to be available.
- (e) A further 5% increase in wages for all purposes of the Agreement will be available from a date 12 months after the date of approval of this Agreement by the Industrial Relations Commission.
- (f) During the second year of operation of this Agreement further KPI increases will be paid in accordance with the procedures set out in sub-clause (c) of this clause.



14 PUBLIC HOLIDAYS

When a public holiday falls on a day where ordinary hours are worked, it will be classed as that day and no time off in lieu will be available to be taken on another day.

15 SAFETY BONUS

- (a) A safety bonus will be paid when the designated teams achieve a 3 month period without any team member having a lost time injury.
- (b) Bonus payments available will be as follows:

First 3 months	\$20
Second 3 months	\$30
Third 3 months	\$50

- (c) Protective clothing and/or safety equipment is to be worn at all time as required by the Company.

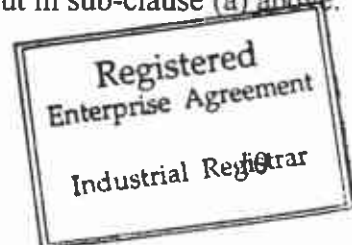
16 SEVERANCE PAY

- (a) Payments will be made in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement in Weeks</u>	
	<u>Under 45 Years</u>	<u>Over 45 years</u>
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and less than 7 years	16	20

- (b) An employee with more than seven years' service will receive, in addition to the above payments, two weeks' pay for each year of service over seven years.
- (c) If the Company is part of a group of companies with sections other than brickmaking, employees may be offered work in any of those sections situated in the Metropolitan area. An employee accepting such a position will complete three months as a trial period to ascertain whether the work is suitable.

If the position is not suitable, and the employee leaves or is terminated during the trial period, the employee will be entitled to the payments set out in sub-clause (a) above.



This provision will not apply where employees are transferred to work or shifts due to the Company altering its production program.

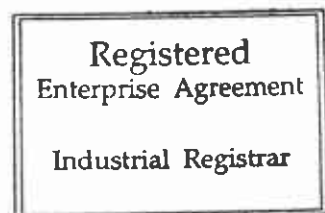
Where the Company offers to transfer an employee to a like position at another of its brickmaking Plants in the Metropolitan area, and the employee declines the transfer, then the employee will not be entitled to any of the payments set out in this clause.

- (d) "Week's Pay" means the all-purpose rate of pay for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay and over-award payments, shift penalties and allowances paid in accordance with Clause 7 (Penalty Rates) and Clause 9 (Shift Allowances) of the Award.

17 DISCIPLINARY PROCEDURE

The following procedure will be adhered to by the Company and the Employees:

- (a) Employees who exhibit unsatisfactory performance or behaviour will be counselled so that they understand the standards expected of them, and will be offered assistance and guidance in achieving those standards
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If at the end of this period the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another available employee present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning



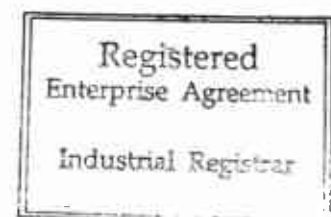
18 GRIEVANCE PROCEDURE

A. Procedure in relation to a grievance of an individual employee:

- (a) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of this discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.

B Procedure for a dispute between the Company and the Employees:

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employee may be represented by an industrial organisation of employees and the Company may be represented by a chosen adviser for the purposes of each procedure.
- (e) During the nominal period of this Agreement to 16 March 2002, there will be no further claims or industrial action in support of further claims. In accordance with Section 131 of the NSW Industrial Relations Act, any dispute over the operation of this Agreement will be dealt with as provided by the above Disputes procedures. This provides that normal work will continue during discussion between the parties. Normal work will also continue until resolution of the dispute is achieved, if necessary by the Industrial Relations Commission.



19 **UNION MEETINGS**

All planned Union meetings are to be held in the employees' own time. [1988 Agreement]

20 **ADDITIONAL ANNUAL LEAVE**

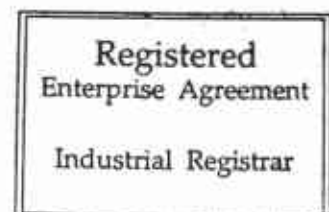
In lieu of Financial members' Day as provided in Clause 8(i)(a) of the Award, an extra day of annual leave will be added to each employee's entitlement (as currently customarily provided), and taken at a time mutually agreeable to the employee and the Company.

21 **DRUGS AND ALCOHOL**

When a Plant Manager, after investigation, feels an employees health has deteriorated to the point that they are unable to carry out their normal duties efficiently, or they are deemed a danger to themselves or other employees, then the Plant Manager may suspect the employee and request the person to attend a Doctors Surgery for a blood alcohol or drug test before being allowed to resume work.

Repeated attendance to work by an employee who is affected by alcohol or drugs shall lead to disciplinary action and ultimately to dismissal.

Employees found consuming drugs or alcohol at work will be dismissed for misconduct.



22 SIGNATORIES

As an indication of their acceptance of the terms and conditions of this Agreement, the parties have placed their signatures below.




Signed for The Austral Brick
Company Pty Limited

Date: 10-3-2000



Witnessed




Signed for the Federated Brick
Tile and Pottery Industrial Union
of Australia (NSW Branch)

Date 15-3-2000




Witnessed



Signed on behalf of employees
of Plant No. 1




Witnessed




Signed on behalf of employees
of Plant No. 2



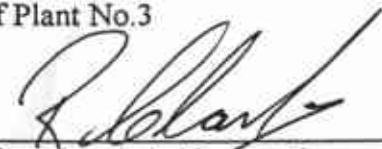
Witnessed




Signed on behalf of employees
of Plant No. 3



Witnessed



Signed on behalf of employees
of Eastwood Plant



Witnessed

Registered
Enterprise Agreement
Industrial Registrar

APPENDIX A

MATRIX FOR PLANT ONE

1998-1999, KEY PERFORMANCE INDICATORS

INDICATOR SCORE	SAFETY		EFFICIENCY			QUALITY			ATTENDANCE			CUST. COMPLAINTS	
	Claims w/comp	\$/MAN/WK	% ext / mud	\$/MAN/WK ext / mud	% firsts	\$/MAN/WK	% Waste	days absent	\$/MAN/WK	nos./mth	\$/MAN/WK		
10	0	6.33	70 / 56	50.00 / 68.00	100	6.49	0	0	9.92	0	0.55		
9			68 / 54	45.00 / 61.20	99.8	5.97	0.2	1	8.68	1	0.49		
8	1	5.07	66 / 52	40.00 / 54.40	99.6	5.45		2	7.44	2	0.44		
7			64 / 50	35.00 / 47.60	99.4	4.93		3	6.20	3	0.38		
6	2	3.80	62 / 48	30.00 / 40.80	99.2	4.41		4	4.96	4	0.33		
5			60 / 46	25.00 / 34.00	99	3.89	0.4	5		5	0.27		
4	3	2.53	58 / 44	20.00 / 27.20	98.7	3.12	0.6	6	3.72	6	0.22		
3			56 / 42	15.00 / 20.40	98.4	2.34	0.8	7	2.48	7	0.16		
2	4	1.27	54 / 40	10.00 / 13.60	98.1	1.56	1	8		8	0.11		
1			52 / 38	5.00 / 6.80	97.8	0.78	1.2	9	1.24	9	0.05		
0	5	0.00	50 / 36	0.00 / 0.00	97.5	0.00	1.4	10	0.00	10	0.00		
-1			48 / 34	-5.00 / -6.80	97.2	-0.78	1.6	11		11	-0.05		
-2	6	-1.27	46 / 32	-10.00 / -13.60	96.9	-1.56	1.8	12	-1.24	12	-0.11		
-3			44 / 30	-15.00 / -20.40	96.6	-2.34	2	13		13	-0.16		
-4	7	-2.53	42 / 28	-20.00 / -27.20	96.3	-3.12	2.2	14	-2.48	14	-0.22		
-5			40 / 26	-25.00 / -34.00	96	-3.89	2.4	15		15	-0.27		
-6	8	-3.80	38 / 24	-30.00 / -40.80	95.8	-4.41		16	-3.72	16	-0.33		
-7			36 / 22	-35.00 / -47.60	95.6	-4.93		17		17	-0.38		
-8	9	-5.07	34 / 20	-40.00 / -54.40	95.4	-5.45		18	-4.96	18	-0.44		
-9			32 / 18	-45.00 / -61.20	95.2	-5.97	2.6	19		19	-0.49		
-10	10	-6.33	30 / 16	-50.00 / -68.00	94	-6.49	2.8	20	-6.20	20	-0.55		
<u>1/3 SAV. \$/YR</u>			<u>68172.00</u>		<u>17550.48</u>		<u>61238.49</u>	<u>28380.00</u>		<u>17182.00</u>			
<u>TOTAL \$</u>		<u>51384.83</u>	<u>204516.00</u>		<u>52651.43</u>		<u>183715.48</u>	<u>85140.00</u>		<u>51546.00</u>			

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Industrial Registrar

PLANT ONE MANNING 52
SAFETY 1997 4 LTT'S

DAYS LOST 35 COST \$ 8521 (W/COMP)
\$ 6772 (WAGES)
\$15293 (TOTAL)
1996 6 LTT'S DAYS LOST 20 COST \$ 8072 (W/COMP)
\$ 3870 (WAGES)
\$11942 (TOTAL)
1995 5 LTT'S DAYS LOST 47 COST \$117825 (W/COMP)
\$ 9094.50 (WAGES)
\$126919.50 (TOTAL)

SAVINGS AVAILABLE \$51,384.83
1/3 SHARE \$17,128.28
WEEKLY SHARE \$6.33
WEEKLY PER LTI \$1.27

EFFICIENCY STD PRODN WEEK 106.6 HRS.BRICKS SET MUD 10260689 (10 WEKS) EXT.18803200 (13 WEEKS)
TO GO TO 4 X 4 WITH SWEEPER SHIFT (88.75 HRS)
RATES PER HR NEED TO BE MUD 43.5% EXT 60.1%
SAVINGS 5 OPERS. X \$15 X 1.38 (O/HEADS) = 3933/WK
1/3 = 1311 PER MAN / 52 = 25.21
MUD 25.21 / 7.4% = 3.40/MAN/WEEK/% EXT 25.21 / 10.1% = 2.50/MAN/WEEK/%

MUD EXT
AVE/HR 9625 13568
THEOR/HR 26650 27105
EFF. 36.1% 50.1%

QUALITY STDS 25128810 ASP/COST 294.83
SECONDS 280180 216.53 97.5%
WASTE 353522 247.82 1.1%
TOTAL 25762512 97.5%
FIRSTS WASTE \$21,938.09 1.1%
SAVINGS AVAILABLE \$52,651.43 \$76,548.12 1.4%
1/3 SHARE \$17,550.48 \$98,486.21
WEEKLY SHARE \$6.49 WASTE \$61,238.49
WEEKLY PER % \$2.60 \$22.65
\$16.18

ATTENDANCE 404 DAYS IN 11 MTHS

440 P/A @ 193.5 AVGE.DAYS/MAN 8.5

SAVINGS AVAILABLE \$85,140.00
1/3 SHARE \$28,380.00
WEEKLY SHARE \$1.24

COMPS 58 IN 6 MONTHS COSTING \$25773

51546 P/A NO. 116 AVGE.CRS/MTH 10

SAVINGS AVAILABLE \$51,546.00
1/3 SHARE \$17,182.00
WEEKLY SHARE \$0.05

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15.

MATRIX FOR PLANT TWO

1998-1999, KEY PERFORMANCE INDICATORS

INDICATOR SCORE	SAFETY		EFFICIENCY		QUALITY			ATTENDANCE		CUST.COMPLAINTS		
	claims	w/comp	%	\$/MAN/WK	%	firsts	\$/MAN/WK	days absent	\$/MAN/WK	nos./mth	\$/MAN/WK	
10	0	0.36	56	13.63	0	100	8.41	43.43	0	11.16	0	0.41
9			55	12.18		99	7.57	38.38	1	9.92	2	0.35
8			54	10.73		98	6.73	33.33	2	8.68	4	0.28
7			53	9.28		97	5.88	28.28	3	7.44	6	0.22
6			52	7.83		96	5.04	23.23	4	6.20	7	0.19
5			51	6.38		95	4.20	18.18	5	4.96	8	0.16
4	1	0.18	50	4.93		94	3.36	13.13	6	3.72	9	0.13
3			49	3.48		93	2.52	8.08	7	2.48	10	0.09
2			48	2.03		92	1.68	3.03	8	1.24	11	0.06
1			47	0.58		91	0.84				12	0.03
0	2	0.00	46.6	0.00		90	0.00	0.00	9	0.00	13	0.00
-1			46	-0.87		89	-0.84				14	-0.03
-2			45	-2.32		88	-2.52	-2.02			15	-0.06
-3			43	-3.77		87	-3.36	-7.07	10	-1.24	16	-0.09
-4	4	-0.18	42	-5.22		86	-4.20	-12.12			17	-0.13
-5			41	-6.67		85	-6.73	-17.17			18	-0.16
-6			40	-8.12		84	-8.41	-22.22	11	-2.48	19	-0.19
-7			39	-9.57		83	-10.09	-27.27			20	-0.22
-8			38	-11.02		82	-10.93	-32.32	12	-3.72	22	-0.28
-9			37	-12.47		81	-11.77	-37.37			24	-0.35
-10	6	-0.36	36	-13.92		80	-12.61	-42.42	13	-4.96	26	-0.41

1/3 SAV \$/YR 1684.17 31478.72 26447.74 136695.60 34314.00 15424.67

TOTAL \$ 5052.50 94436.16 79343.21 410086.81 102942.00 46274.00

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PLANT TWO MANNING

60.5

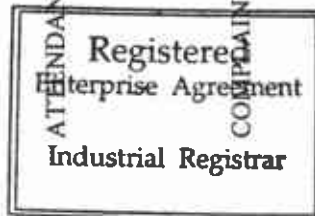
SAFETY	1997	1 LTT'S	DAYS LOST 1	COST	\$ 1200 (W/COMP)
					\$ 193.5 (WAGES)
					\$1393.5 (TOTAL)
	1996	1 LTT'S	DAYS LOST 2	COST	\$ 264 (W/COMP)
					\$ 387 (WAGES)
					\$ 651 (TOTAL)
	1995	2 LTT'S	DAYS LOST 6	COST	\$11952 (W/COMP)
					\$ 1161.00 (WAGES)
					\$13113.00 (TOTAL)

SAVINGS AVAILABLE \$5,052.50
 1/3 SHARE \$1,684.17
 WEEKLY SHARE \$0.54
 WEEKLY PER LTI \$0.18

EFFICIENCY STD PRODN WEEK 70 HRS, LESS ONE SHIFT FOR MAINT. 62.5
 AVE PRODN (14 WEEK AVE) 905703/WEEK RATE PER/HR 12909
 CURRENT EFF. 46.6% EFF. ON 14491 52.30%
 EFFICIENCY SAVINGS AVAIL. 4 MAINT. @ \$17*8+2 PRODN @ \$13*8 \$1,816.08
 TIMES O/T FACTOR (1.75) TIMES O/HEAD RATE (1.38) 1.45
 1/3 SAVINGS = \$605 FOR A 5.7% IMPROVEMENT PER %MA

QUALITY	STDS	17177621	308.35	90.0%
	SECONDS	278046	189.45	1.5%
	WASTE	1639036	250.2	8.6%
	TOTAL	19094703	\$443,146.48	
	FIRSTS		WASTE	
	SAVINGS AVAILABLE	\$79,343.21	410086.8072 ANNUALISED (12/5)	
	1/3 SHARE	\$26,447.74	\$138,695.60	
	WEEKLY SHARE	\$8.41	\$43.45	
	WEEKLY PER %	\$0.84	\$5.05	

ATTENDANCE	488 DAYS IN 11 MTHS	532 P/A @	193.5	AVGE.DAYS/MAN	8.8
	SAVINGS AVAILABLE	\$102,942.00			
	1/3 SHARE	\$34,314.00			
	WEEKLY SHARE	\$1.24			
	COMPLAINTS 78 IN 6 MONTHS COSTING	\$23137	46274 P/A	NO. 156	AVGE.CRS/MTH 13
	SAVINGS AVAILABLE	\$46,274.00			
	1/3 SHARE	\$15,424.67			
	WEEKLY SHARE	\$0.03			



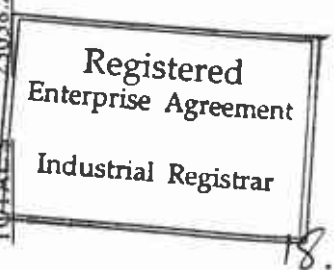
MATRIX FOR PLANT THREE

1998-1999, KEY PERFORMANCE INDICATORS

SCORE	SAFETY		EFFICIENCY		QUALITY			ATTENDANCE		CUST.COMPLAINTS	
	claims w/comp	\$/MAN/WK	%	\$/MAN/WK	% firsts	\$/MAN/WK	% waste	days absent	\$/MAN/WK	nos./mth	\$/MAN/WK
10	0	2.08	51	13.60	100	7.78	0	0	12.38	0	0.28
9			50	12.24				1	11.14	2	0.23
8			49	10.88				2	9.90	4	0.19
7	1	1.56	48	9.52	99.8	7.29	0.2	3	8.67	5	0.16
6			47	8.16	99.6	6.81		4	7.43	6	0.14
5	2	1.04	46	6.80	99.2	5.83	0.4	5	6.19	7	0.12
4			45	5.44	98.8	4.86		6	4.95	8	0.09
3			44	4.08	98.4	3.89	0.6	7	3.71	9	0.07
2	3	0.52	43	2.72	98	2.92	0.8	8	2.48	10	0.05
1			42	1.36	97.6	1.94	1	9	1.24	11	0.02
0	4	0.00	41	0.00	97.2	0.97	1.2	10	0.00	12	0.00
-1			40	-1.36	96.8	0.00	1.4				
-2	5	-0.52	39	-2.72	96.4	-0.97	1.6				
-3			38	-4.08	96	-1.94	1.8				
-4			37	-5.44	95.6	-2.92	2				
-5	6	-1.04	36	-6.80	95.2	-3.89	2.2	11	-1.24	16	-0.09
-6			35	-8.16	94.8	-4.86					
-7	7	-1.56	34	-9.52	94.4	-5.83	2.4				
-8			33	-10.88	94	-6.81	2.6	12	-2.48	19	-0.16
-9			32	-12.24	93.8	-7.29					
-10	8	-2.08	31	-13.60	93.6	-7.78	2.8	13	-3.71	24	-0.28

1/3 SAV.\$/YR 7879.42 37171.68 29530.93 28293.56 49342.50 12437.33

TOTALS 23638.25 111515.04 88592.78 84880.68 148027.50 37312.00



18.

SAFETY	1997	4 LTT'S	DAYS LOST 4	COST	\$5416 (W/COMP)
					\$ 774 (WAGES)
					\$6190 (TOTAL)
1996	4 LTT'S	DAYS LOST 123	COST	\$17286 (W/COMP)	
				\$23800.5(WAGES)	
				\$41086.5(TOTAL)	

SAVINGS AVAILABLE \$23,638.25
 1/3 SHARE \$7,879.42
 WEEKLY SHARE \$2.08
 WEEKLY PER LTI \$0.52

EFFICIENCY STD PRODN WEEK 107.5 HRS, LESS ONE SHIFT FOR MAINT.
 AVE PRODN (14 WEEK AVE) 2167000/WEEK RATE PER/HR 100
 CURRENT EFF. 41% EFF. ON 21676 21676
 48.20%
 EFFICIENCY SAVINGS AVAIL. 5 MAINT. @ \$17*8+2 PRODN @ \$13*8 \$2,144.52
 TIMES O/T FACTOR (1.75) TIMES O/HEAD RATE (1.38) 1.36
 1/3 SAVINGS = \$715 FOR A 7.2% IMPROVEMENT PER %MA

QUALITY	STDS	37698883	248.72	96.8%
	SECONDS	711520	196.84	1.8%
	WASTE	546278	155.38	1.4%
	TOTAL	38956681	\$121,794.33	
	FIRSTS		WASTE	
	SAVINGS AVAILABLE	\$88,592.78	\$84,880.68 ANNUALISED (12/5)	
	1/3 SHARE	\$29,530.93	\$28,293.56	
	WEEKLY SHARE	\$7.78	\$7.45	
	WEEKLY PER %	\$2.43	\$5.32	

ATTENDANCE 10.6 DAYS IN 11 MTHS 765 P/A @ 193.5 AVGE.DAYS/MAN 10.5

SAVINGS AVAIL. \$148,027.50
 1/3 SHARE \$49,342.50
 WEEKLY SHARE \$1.24

COMPLAINTS 70 IN 6 MONTHS COSTING \$18656 37312 P/A NO. 140 AVGE.CRS/MTH 12

SAVINGS AVAILABLE \$37,312.00
 1/3 SHARE \$12,437.33
 WEEKLY SHARE \$0.02



APPENDIX A

MATRIX FOR EASTWOOD YARD

1998-1999 KEY PERFORMANCE INDICATORS

INDICATOR SCORE	SAFETY		EFFICIENCY		QUALITY		ATTENDANCE		CUST. COMPLAINTS	
	claims w/comp	\$/MAN/WK	%	\$/MAN/WK	%	\$/MAN/WK	days absent	\$/MAN/WK	nos./mth	\$/MAN/WK
10	0	5.69			100	81.08	0	16.27	0	0.05
9					98	85.78	1	15.11		
8	1	4.98			96	58.13	2	13.95	0.5	0.04
7	2	4.27			95	50.48	4	11.62		
6	3	3.56			94	42.84	6	9.30	1	0.03
5	4	2.85			93	35.19	8	6.87		
4					92	27.54	10	4.65	1.5	0.02
3	5	2.13			91	19.89	11	3.49		
2	6	1.42			90	12.24	12	2.32	2	0.01
1	7	0.71			89	4.59	13	1.16		
0	8	0.00		0.00	88.4	0.00	14	0.00	2.5	0.00
-1					88	-3.06	15	-1.16		
-2	11	-0.71			87	-10.71	16	-2.32	3	-0.01
-3					85	-18.36	17	0.00		
-4					85	-26.01	18	-1.16	3.5	-0.02
-5	10	-1.42			84	-33.66	19	-2.32		
-6					83	-41.31	20	-3.49	4	-0.03
-7	13	-2.13			82	-48.95	21	-4.65		
-8					81	-56.50	22	-5.81	4.5	-0.04
-9					80	-64.25	23	-6.97		
10	12	-2.85			79	-71.90	24	-8.14	5	-0.05

256076.52 49503.75 1705.33
768229.56 148511.25 5116.00

17455.08
52365.25

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 Enterprise Agreement
 Industrial Registrar
 1/31/99
 TOT

MANNING

55.5

SAFETY

1997	8	LT'S	DAYS LOST	91	COST	\$23122 (W/COMP)
						\$17608.5(WAGES)
						\$40730.5(TOTAL)
1996	9	LT'S	DAYS LOST	242	COST	\$17173 (W/COMP)
						\$46827 (WAGES)
						\$64000 (TOTAL)

SAVINGS AVAILABLE \$52,365.25
 1/3 SHARE \$17,455.05
 WEEKLY SHARE \$6.05
 WEEKLY PER LTI \$0.71

EFFICIENCY

QUALITY	STDS	9476000	ASP/COST	388.19	88.4%
	SECONDS	0		\$0.00	0.0%
	WASTE	1239000		\$320,085.65	11.6%
	TOTAL	10715000		\$320,085.65	

SAVINGS AVAILABLE \$768,228.56
 1/3 SHARE \$258,076.52
 WEEKLY SHARE \$88.73
 WEEKLY PER % \$7.85

ANNUALISED (12/5)

ATTENDANCE 703.5 DAYS IN 11 MTHS

767.5 P/A @ 193.5

AVGE.DAYS/MAN

13.8

SAVINGS AVAIL. \$148,511.25
 1/3 SHARE \$48,503.75
 WEEKLY SHARE \$1.16

COMPLAINTS 15 IN 6 MONTHS COSTING \$2558

5116 P/A NO. 30

AVGE.CRS/MTH

2.5

SAVINGS AVAILABLE \$5,116.00
 1/3 SHARE \$1,705.33
 WEEKLY SHARE \$0.01

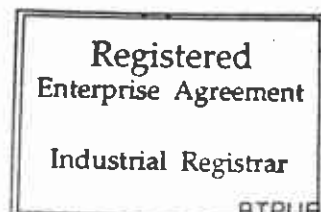


APPENDIX B

Wallgrove Site

BTPU Pay Office Classifications

Rate Code	Description	OLD Weekly Wage 17/03/99	OLD Hourly Wage 17/03/99	NEW Weekly Wage 17/03/00	NEW Hourly Wage 17/03/00
WE1	Certificated Operator	\$ 644.13	\$ 16.9507	\$ 676.33	\$ 17.7983
WD1	Highly Skilled Operator	\$ 553.01	\$ 14.5529	\$ 580.66	\$ 15.2806
WD2	Leading Hand	\$ 577.95	\$ 15.2092	\$ 606.85	\$ 15.9697
WC1	Skilled Operator	\$ 540.04	\$ 14.2115	\$ 567.04	\$ 14.9221
WC2	Leading Hand	\$ 564.98	\$ 14.8678	\$ 593.23	\$ 15.6112
<u>Machine Operator</u>					
WB1	Primary Machine operator	\$ 530.54	\$ 13.9615	\$ 557.07	\$ 14.6596
WB2	Leading Hand	\$ 555.48	\$ 14.6178	\$ 583.25	\$ 15.3487
WB3	Fel Driver/Pan Room Operator/ Truck Driver	\$ 523.87	\$ 13.7860	\$ 550.06	\$ 14.4753
WB4	Leading Hand	\$ 548.81	\$ 14.4423	\$ 576.25	\$ 15.1645
WB5	Forklift Driver	\$ 518.33	\$ 13.6402	\$ 544.25	\$ 14.3222
WB6	Leading Hand	\$ 543.27	\$ 14.2965	\$ 570.43	\$ 15.0114
WB7	Burner	\$ 513.71	\$ 13.5187	\$ 539.40	\$ 14.1947
WB8	Leading Hand	\$ 538.65	\$ 14.1750	\$ 565.58	\$ 14.8838
<u>General Hand</u>					
WA1	Kiln Car Maint. Operator	\$ 526.15	\$ 13.8460	\$ 552.46	\$ 14.5383
WA2	Leading Hand	\$ 551.09	\$ 14.5023	\$ 578.64	\$ 15.2275
WA3	Trainee Operator/Strapper	\$ 503.31	\$ 13.2450	\$ 528.48	\$ 13.9073
WA4	Leading Hand	\$ 528.25	\$ 13.9013	\$ 554.66	\$ 14.5964
WA5	Crusher Area Hand	\$ 492.80	\$ 12.9684	\$ 517.44	\$ 13.6169
WA6	Leading Hand	\$ 517.74	\$ 13.6247	\$ 543.63	\$ 14.3060
WA7	Transfer Car/Cleaner/Lab	\$ 492.36	\$ 12.9568	\$ 516.98	\$ 13.6047
WL1	Bricklayers	\$ 615.78	\$ 16.2047	\$ 646.57	\$ 17.0150



22.

Wallgrove Site

BTPU Pay Office Classifications

Award Classification	Austral Classification	OLD		NEW	
		Weekly Wage 17/03/99	Hourly Wage 17/03/99	Weekly Wage 17/03/00	Hourly Wage 17/03/00
GRADE E - Cert Operator (equal to C10)		\$ 644.13	\$ 16.9507	\$ 676.33	\$ 17.7983
GRADE D - Highly Skilled Operator		\$ 553.01	\$ 14.5529	\$ 580.66	\$ 15.2806
GRADE C - Skilled Operator		\$ 540.04	\$ 14.2115	\$ 567.04	\$ 14.9221
GRADE B - Machine Operator					
Class A - Primary Machine Operator		\$ 530.54	\$ 13.962	\$ 557.07	\$ 14.6596
Class B - FEJL Driver/Pan Room Operator/Truck Driver		\$ 547.91	\$ 14.419	\$ 575.31	\$ 15.1396
Class C - Forklift		\$ 518.33	\$ 13.640	\$ 544.25	\$ 14.3222
Class D - Burner		\$ 513.71	\$ 13.519	\$ 539.40	\$ 14.1947
GRADE A - General Hand					
Class A - Kiln Car Maint. Operator		\$ 526.15	\$ 13.846	\$ 552.46	\$ 14.5383
Class B - Trainee Operator/Strapper-		\$ 503.31	\$ 13.245	\$ 528.48	\$ 13.9073
Class C - Crusher Area Hand		\$ 492.80	\$ 12.968	\$ 517.44	\$ 13.6169
Class D - Transfer Car/Cleaner		\$ 492.36	\$ 12.957	\$ 516.98	\$ 13.6047
Leading Hand Allowance			24.94	\$	24.94
Meal Allowance			6.45	\$	6.45
Shift Allowance	Afternoon		8.54/Shift	Shift \$	9.05
	Night		16.96/Shift	Shift \$	18.00
	Rotating Shift				
	Plant 2 Burners		6.73/Shift	Shift \$	7.92
Travel Allowance			2.55/Day	Day \$	2.60
Attendance Allowance			7.69/Week	Week \$	7.69
Manganese Dioxide			0.40/Hour	Hour \$	0.42
First Aid Allowance			1.35/Day	Shift \$	1.60
Heavy Block Money - Kiln Car Repairs			13.25/Week	Week \$	13.25
Extruder Tally Bonus			3.15/Week	Week \$	3.15

Registered
Enterprise Agreement
Industrial Registrar

23.

APPENDIX B

Eastwood Site

BTPU Pay Office Classifications

Rate Code	Description	OLD Weekly Wage 17/03/99	OLD Hourly Wage 17/03/99	NEW Weekly Wage 17/03/00	NEW Hourly Wage 17/03/00
EC1	Front End Loader	\$ 533.92	\$ 14.0505	\$ 560.62	\$ 14.7531
EC2	Leading Hand	\$ 558.86	\$ 14.7068	\$ 586.80	\$ 15.4422
EC3	Fork Lift	\$ 517.54	\$ 13.6194	\$ 543.42	\$ 14.3004
EC4	Leading Hand	\$ 542.48	\$ 14.2757	\$ 569.60	\$ 14.9895
EB1	Clay Storage Operator	\$ 505.00	\$ 13.2895	\$ 530.25	\$ 13.9540
EB3	Press Operator	\$ 483.54	\$ 12.7247	\$ 507.72	\$ 13.3610
EB5	Pan Operator/Loft	\$ 483.54	\$ 12.7247	\$ 507.72	\$ 13.3610
EA1	Spot Out	\$ 518.00	\$ 13.6316	\$ 543.90	\$ 14.3132
EA3	Classer	\$ 471.91	\$ 12.4186	\$ 495.50	\$ 13.0396
EA4	Leading Hand	\$ 496.85	\$ 13.0749	\$ 521.69	\$ 13.7287
EA5	Yardman/Burner	\$ 469.53	\$ 12.3561	\$ 493.01	\$ 12.9739
EA7	Burner 40 hr rate	\$ 507.98	\$ 13.3678	\$ 533.38	\$ 14.0362
EA8	Leading Hand	\$ 532.92	\$ 14.0241	\$ 559.56	\$ 14.7254
BE1	Face Setter	\$ 483.54	\$ 12.7247	\$ 507.72	\$ 13.3610
BE2	Setter	\$ 483.54	\$ 12.7247	\$ 507.72	\$ 13.3610



24.

Eastwood Site

BTPU Pay Office Classifications

Award Classification	Austral Classification	OLD Weekly Wage 17/03/99	OLD Hourly Wage 17/03/99	NEW Weekly Wage 17/03/00	NEW Hourly Wage 17/03/00
C	Front End Loader	\$ 533.92	\$ 14.0505	\$ 560.62	\$ 14.7531
	Forklift	\$ 517.54	\$ 13.6194	\$ 543.42	\$ 14.3004
B	Clay Storage Operator	\$ 505.00	\$ 13.2895	\$ 530.25	\$ 13.9540
	Press Operator	\$ 483.54	\$ 12.7247	\$ 507.72	\$ 13.3610
	Pan Operator/Loft	\$ 483.54	\$ 12.7247	\$ 507.72	\$ 13.3610
A	Spot Out	\$ 518.00	\$ 13.6316	\$ 543.90	\$ 14.3132
	Classer	\$ 471.91	\$ 12.4186	\$ 495.50	\$ 13.0396
	Yardman/Burner	\$ 469.53	\$ 12.3561	\$ 493.01	\$ 12.9739
Leading Hand Allowance			24.94/week	Week \$	24.94
Shift Allowance rotating burners			5.40/shift	Shift \$	6.45
Production/Attendance Bonus					
	Yardman/Classer/Pan Operator		67.86/week	Week \$	71.25
	Clay Storage Operator		74.70/week	Week \$	78.44
	Forklift Driver		77.30/week	Week \$	81.17
	Burners		79.73/week	Week \$	83.72
	Fel Driver		81.00/week	Week \$	85.05
	Press Operator		90.05/week	Week \$	94.55
Sand Frit Allowance (1½) at Press Operator Rate					
Chute Money					
Piecework Rate (Press Operators+10%)			10.3206/thous	Thousand \$	10.8366
	\$9.9303/thousand bricks		51,250		51,250
	50,000 bricks		528.93/week	Week \$	555.38
Burners					
Note: Based on \$493.01(EA5)/week + \$ 6.45 - shift allowance per shift - 40 hour week			469.53/week	Week \$	493.01
38 ordinary + 2 hours 1½ + \$6.45 x 5 days =			533.60/week	Week \$	564.18
8 hours week day			12.3400/hour	Hour \$	14.1045
8 hours Saturday (1½ time)			18.5342/hour	Hour \$	19.4609
8 hours Sunday (2 times)			24.7122/hour	Hour \$	25.9479
8 hours RDO weekday			23.1059/hour	Hour \$	24.3262
8 Public Holiday (2½)			30.8903/hour	Hour \$	32.4349
8 hours RDO (2 times)			24.7122/hour	Hour \$	25.9479
(Based On....			\$469.53/week	Week \$	493.01
			\$12.3561/hou	Hour \$	12.9739

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25.

APPENDIX C

**Location of Sites
for employees covered by this Agreement**

This agreement is to cover the employees eligible to be members of The Federated Brick, Tile and Pottery Industrial Union of Australia (N S W Branch) that are employed at the Horsley Park Plants No.1, No.2, and No.3, and the Eastwood Plant of The Austral Brick Company Pty Limited.

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