

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/132

TITLE: Boral Bricks Bringelly Plant Enterprise Agreement 2002

I.R.C. NO: IRC3/2355

DATE APPROVED/COMMENCEMENT: 14 May 2003

TERM: 1 November 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/79

GAZETTAL REFERENCE: 18 July 2003

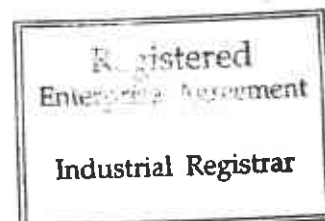
DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Company engaged at the Bringelly Plant who fall within the coverage of the Brick & Paver Industry (State) Award

PARTIES: Boral Bricks (NSW) 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 2002.

2. Arrangement **Page**

1. Title
2. Arrangement
3. Area Incidence and Duration
4. Relationship to Parent Award
5. Entire Agreement
6. Skill Levels and Rates of Pay
7. Hours of Work (Monday to Friday Workers)
8. Hours of Work (Four On/Four Off)
9. Total Quality Management, Quality Assurance and Consultation
10. Contract of Employment
11. Overtime (Monday to Friday Workers)
12. Sick Leave
13. Annual Leave and Long Service Leave
14. Public Holidays
15. Meal Breaks and Allowances
16. Redundancy
17. Disciplinary Procedure
18. Dispute Settling Procedure
19. Grievance Procedure
20. Payroll Deductions
21. Superannuation
22. Training



3. Area Incidence and Duration

- (a) This agreement shall be binding on:
- (i) Boral Ltd ("the Company"); and
 - (ii) the Union. For the purpose of this agreement the Union shall be the Federated Brick, Tile & Pottery Industrial Union of Australia, New South Wales Branch.
- (b) This agreement shall apply to all employees of the Company engaged at the Bringelly Plant on work covered by the following award:
- (i) Brick & Paver Industry (State) Award
 - (ii) This agreement shall also be binding on employees defined by skill levels in clause 6 covered by other awards.
- (c) This agreement shall come into force on the first pay period on or after approval by the Industrial Relations Commission of New South Wales and have a nominal term until to 1 November 2005.

4. Relationship to Parent Award

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

It is agreed by the parties to this award that where there is an inconsistency between a provision of this agreement and the award the provisions of this agreement shall prevail to the extent of the inconsistency.

5. Entire Agreement

The parties to this agreement acknowledge that this agreement will replace the Boral Bricks Pty Ltd 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.

During the nominal term of this Agreement (namely until the 1 November 2005) it is agreed that Australian Workplace Agreements will not replace this Agreement.



6. Skill Levels and Rates of Pay

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

Skill Level 1 Definition - 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 Definition - 1 Skill Centre

Able to perform tasks at Skill Level 1 if and when required. Covers tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery, including 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 Definition - 2 Skill Centres

Able to perform tasks at Skill Levels 1 and 2 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.

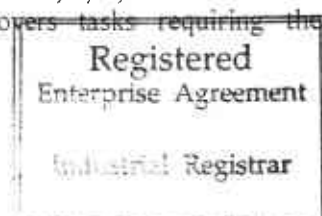
Skill Level 4 Definition - 3 Skill Centres

Production workers able to perform tasks at Levels 1, 2 and 3 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 Definition - 4 Skill Centres

Production employees able to perform tasks at Levels 1, 2, 3 and 4 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 Definition - 5 Skill Centres

Production employees able to perform tasks at Levels 1, 2, 3, 4 and 5 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:



* Areas of the Plant (for the above definitions) are:
Front End Loader/Clay Preparation;
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.

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. Initially the hours of work will be:

Despatch employees - Group 1 - 6.00 am to 2.06 pm
- Group 2 - 9.54 am to 6.00 pm

The above arrangement of hours may be varied to another regular requirement should the needs of the business change.

8. Four On/Four Off Work

- (a) The following conditions will apply to these employees in lieu of provisions for Monday to Friday workers as set out in clause 7, Hours of Work (Monday to Friday Workers), sub clauses (a) to (e) of clause 11, (overtime), clause 15 Meal Break and Allowances, and sub clause (b) and (c) of clause 14 (Public Holidays).
- (b) The ordinary hours of 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. In addition, employees will be provided with a paid refreshment break of 10 minutes in the first and second half of each twelve-hour day, to be taken at a time to suit the needs of the operation. These provisions will operate in lieu of the provisions of sub clauses (a) and (f) of clause 15, Meal Breaks and Allowances. Because of the continuous operation, employees will stagger meal and refreshment breaks.

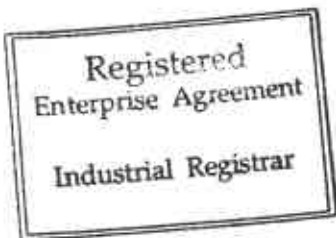
- (e) Overtime for four on/four off workers will not normally be required. If there is a requirement for overtime beyond 11 hours in any day period, a loading will be paid of 50 per cent of the annual rate for the skill level at which they are classified, calculated pro rata to an hourly rate.
- (f) 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 ie 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 rate of pay for four on/four off work as defined by this clause is shown in Appendix A, Rates of Pay, for the skill level at which the employee is classified. These rates are in lieu of any benefits other than provided in this Agreement and includes payment for rostered work undertaken on Saturdays, Sundays and public holidays, un-rostered days when public holidays occur and the extra hours beyond 7.6 worked each day. The rates include shift allowances.
- (h) Sick pay entitlement will be debited by the actual hours not worked. In addition, absence on approved sick leave on any rostered Saturday, Sunday or public holiday 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;

Absence on approved bereavement leave or jury service will be paid at the normal four on/four off work rate

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

- (l) 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. Notwithstanding this the company reserves the right to employee skilled personnel as operators. To allow continuous operation of the 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.
- (m) Employees who are employed as at 1st November 2002, cannot be required to work night shift, (except in exceptional circumstances), unless the employee consents.



- (n) 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.

8.2.3 3 on / 3 off Roster

An alternate shift to the 4 on 4 off roster can be trialed 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.

9. 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.

Registered
Enterprise Agreement
Industrial Registrar

10. Contract of Employment

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

- (c) Due to the 24-hour operation of the factory, notification of absence is expected prior to the start of an employee's shift to enable the arrangement of suitable employee cover.
- (d) The Company may dismiss any employee without notice for serious misconduct and in such cases wages shall be paid up to the time of dismissal only.
- (e) Labour Hire
 - (i) Labour Hire Personnel. It is the company's intention to use permanent employees in preference to Labour Hire Personnel. However, in the event the company engages Labour Hire Personnel it will be based on the following procedure.
 - (ii) Probationary Labour Hire. Persons engaged in "probationary labour hire" must be engaged to fill a full-time vacancy. There shall be no limit on the number of probationary labour hire personnel engaged by the company.

Engagement up to the first 12 weeks will be worked on a probationary hire basis and during the probationary period can be terminated by a day's notice (or payment in lieu).

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

Once a probationary labour hire person is made a permanent employee of the company, probationary period of three (3) months will apply from the first date of employment with Boral.

- (iii) Special Purpose Labour Hire and Agreement

Clause 1 "special purpose labour hire" may be engaged to meet peaks in workload to cover planned/unplanned absences or specialist needs.

Clause 2 The Company will regularly inform and update the Consultative Committee and Union Delegates about the number of "special purpose labour hire" engaged by the Company, the reasons for the engagement, and the expected length of their engagement.

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

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.

1. The company will inform the Consultative Committee in writing of the reason why they want to use contract labour.
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.



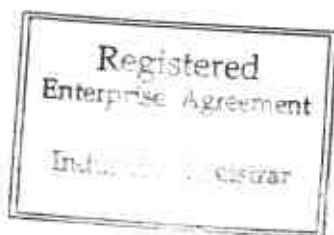
4. No permanent employee can be retrenched whilst a production contractor is on site.
5. No contractor is to be offered overtime except after all permanent employees have been given the opportunity to do the available overtime.

11. 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 clause , 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 2.0 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.

12. 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.

13. 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*.

For 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.

- (b) Continuous 7 day rotating shift workers shall be entitled to an additional twenty five (25%) percent leave loading paid non-cumulatively on normal holiday pay, in lieu of a fifth week of annual leave. Paid as an annual lump sum on the first pay date in December each year, after accruing sufficient leave. Unless otherwise nominated in writing at least 1 month prior to the first pay date in December the 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.
- (c) 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.
- (d) 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.
- (e) 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.



- (f) Employees will be paid in advance at the rate applicable to the skill level at which they are classified.
- (g) 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).
- (h) Employees with insufficient leave will be given preference for remaining in employment providing that they have the necessary skills and experience required.
- (i) 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.

14. Public Holidays

- (a) Employees shall be entitled to gazetted Public Holidays in accordance with clause 8, Public Holidays, of the Award however, all employees are required to be present for all shifts for which they are rostered to work.
- (b) 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 11, 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, as prescribed in clause 7.5.1 of the award. Should employees have no leave available, employees will be required to work according to their roster.

15. 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 Item 1 of Table 2 - Other Rates and Allowances, of clause 4, Pay Rates, with a further amount as set out in the said Item 1 for each subsequent meal.
- (e) An employee required to work overtime for more than 2 hours after normal ceasing time will be allowed a paid rest break of 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.

16. Redundancy

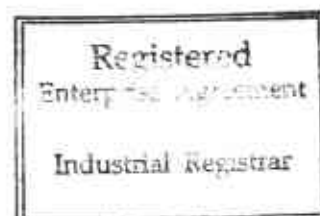
- (a) All employees shall be entitled to Redundancy payments in accordance with the following:

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.

- (c) 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.

- (d) "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.

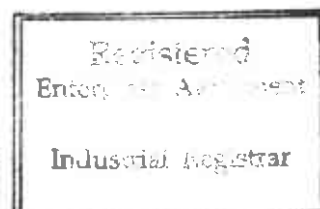
17. Disciplinary Procedure

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

The establishment of a warning system will not preclude the right of the Company to dismiss an employee for serious misconduct without the issuing of a written warning. Serious misconduct includes, but is not limited to - serious breach of safety, any use of physical aggression, consumption of drugs or alcohol at the workplace, theft or wilful damage to company property 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.
 - (iii) 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- 18 Disputes Procedure.

18. 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.

19. Grievance Procedure

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

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

**Registered
Enterprise Agreement
Industrial Registrar**

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

20. 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.

21. Superannuation

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

22. 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

Registered
Enterprise Agreement
Industrial Registrar

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.

23 Site Drug and Alcohol Policy

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.

23 Self loading of Trucks

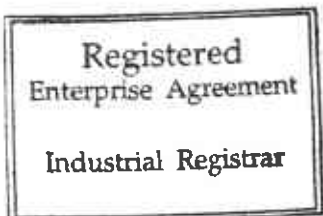
That it is agreed that the provision for brick trucks to load themselves continues. This provision is only to be used when it is to the advantage of all stakeholders (employees, management and business), and with the following caveats: -

- 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 prepicked from a docket and marked.
- d. The normal Yard restrictions with regard to hours are adhered to.

24 KPI Bonus

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

KPI	Measured by
-----	-------------



• Safety	• \$ cost of workers compensation claims in
• Quality of product	• % first quality bricks
	• \$ cost of complaints
• Efficiency	• extruder efficiency
	• Bricks produced per man per week

Yard employees may be paid a KPI bonus, dependant upon performance measures being met. The performance measures will include:

- 1) Safety – the monetary cost of workers compensation claims.
- 2) Waiting Time – the monetary cost of truck waiting time.
- 3) Absenteeism – Number of days employees are absent.
- 4) Stock Accuracy – Accuracy of finished goods grid counts.

Management, through consultation with employees will monitor the effectiveness of the above KPI's to ensure performance measures remain relevant and reasonable.



TABLE 1 – WAGES

The Bringelly Enterprise Agreement 2002 is to provide for wage increases of 5% upon approval of the Agreement by the Industrial Relations Commission of New South Wales, a further 4% twelve months after the date of approval and a final 3% increase twenty four months after the date of approval. The first increase per week (into the hourly rate) are on the rates applicable in the Bringelly Enterprise Agreement 1999.

Rates payable for the period 0 to 12 months of this Enterprise Agreement.

CURRENT Operations	Skill Level	System A Mon - Fri 5 Days	System B 4 on / 4 off	System C Mon-Fri 5 Days (starting after 2 pm	System D 4 on /4 off (starting after 1 pm
	1		29,252.59	37,701.74	31,807.32
		562.55	725.03	611.68	764.34
2		30,931.99	39,905.41	33,486.72	41,821.18
		594.85	767.41	643.98	804.25
3		31,807.32	41,046.07	34,362.05	43,026.14
		611.68	789.35	660.81	827.43
4		32,682.06	42,186.14	35,236.80	44,229.89
		628.50	811.27	677.63	850.57
5		37,861.64	48,962.27	40,416.38	51,006.06
		728.11	941.58	777.24	980.89
6		39,605.92	51,241.84	42,160.65	53,285.63
		761.65	985.42	810.78	1,024.72

Other rates and allowances

Meal	\$9.19
First Aid	\$11.14
Night Shift	\$19.94



Year 1 - 5% Increase Operations

Skill Level	System A Mon - Fri 5 Days	System B 4 on / 4 off Day shift	System C Mon-Fri 5 Days (starting after 2 pm	System D 4 on /4 off (starting after 1 pm	System E 4 on / 4 off Night Shift
1	30,715.22 590.68	39,586.83 761.29	33,397.69 642.26	41,732.82 802.55	48,066.33 924.36
2	32,478.59 624.59	41,900.68 805.78	35,161.06 676.17	43,912.24 844.47	50,875.81 978.39
3	33,397.69 642.26	43,098.37 828.81	36,080.15 693.85	45,177.45 868.80	52,330.04 1,006.35
4	34,316.16 659.93	44,295.45 851.84	36,998.64 711.51	46,441.38 893.10	53,783.54 1,034.31
5	39,754.72 764.51	51,410.38 988.66	42,437.20 816.10	53,556.36 1,029.93	62,422.48 1,200.43
6	41,586.22 799.73	53,803.93 1,034.69	44,268.68 851.32	55,949.91 1,075.96	65,328.73 1,256.32

Other rates and allowances

Meal \$9.65

First Aid \$11.70

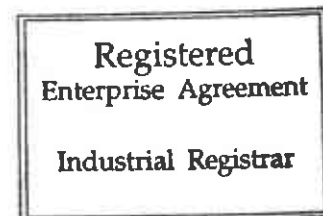


Year 2 - 4% Increase Operations

Skill Level	System A Mon - Fri 5 Days	System B 4 on / 4 off Day shift	System C Mon-Fri 5 Days (starting after 2 pm	System D 4 on /4 off (starting after 1 pm	System E 4 on / 4 off Night Shift
1	31,943.83 614.30	41,170.30 791.74	34,733.59 667.95	43,402.13 834.66	49,988.98 961.33
2	33,777.73 649.57	43,576.71 838.01	36,567.50 703.22	45,668.73 878.24	52,910.84 1,017.52
3	34,733.59 667.95	44,822.31 861.97	37,523.36 721.60	46,984.54 903.55	54,423.25 1,046.60
4	35,688.81 686.32	46,067.26 885.91	38,478.59 739.97	48,299.04 928.83	55,934.87 1,075.67
5	41,344.91 795.09	53,466.80 1,028.21	44,134.69 848.74	55,698.62 1,071.13	64,919.39 1,248.45
6	43,249.66 831.72	55,956.09 1,076.08	46,039.43 885.37	58,187.91 1,119.00	67,941.88 1,306.57

Other rates and allowances

Meal	\$10.04
First Aid	\$12.17

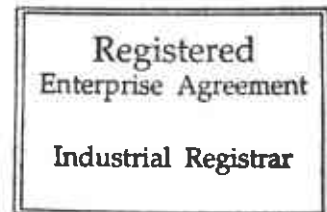


Year 3 - 3 % Increase Operations

Skill Level	System A Mon - Fri 5 Days	System B 4 on / 4 off Day shift	System C Mon-Fri 5 Days (starting after 2 pm	System D 4 on /4 off (starting after 1 pm	System E 4 on / 4 off Night Shift
1	32,902.14 632.73	42,405.41 815.49	35,775.60 687.99	44,704.19 859.70	51,488.65 990.17
2	34,791.07 669.06	44,884.01 863.15	37,664.52 724.32	47,038.79 904.59	54,498.16 1,048.04
3	35,775.60 687.99	46,166.98 887.83	38,649.06 743.25	48,394.08 930.66	56,055.95 1,078.00
4	36,759.47 706.91	47,449.28 912.49	39,632.94 762.17	49,748.01 956.69	57,612.92 1,107.94
5	42,585.26 818.95	55,070.80 1,059.05	45,458.73 874.21	57,369.58 1,103.26	66,866.97 1,285.90
6	44,547.15 856.68	57,634.77 1,108.36	47,420.61 911.93	59,933.55 1,152.57	69,980.14 1,345.77

Other rates and allowances

Meal	\$10.34
First Aid	\$12.54



- (b) 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.
- (c) In addition to the above rates, 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 Boral Employee's Superannuation Trust or C+Bus.

(d) **Notes –**

- (i) System A and Systems B, and C all include:
- (A) travel allowance;
 - (B) manganese, soda ash allowance;
 - (C) spread of hours allowance;
 - (D) 17.5 per cent annual leave loading.
 - (E) 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 E1 & E2

E1 – Sat/Sun – Wed Nightshift (starts pm Sun or Sun alternating weeks and finish's Wed am)

E2 – Wed – Sat/Sun Nightshift (starts pm Wed and finishes Sat or Sun am alternating weeks)



(iv) System E include:

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.

- (v) 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.
- (vi) Overtime (sub clause (f) of clause 10, Four On/Four Off Work, and clause 11, Overtime (Monday to Friday Workers), first-aid allowance (clause 15, First-aid Allowance) and meal allowance (sub clause (d) of clause 12, Meal Breaks and Allowances), will be paid as specifically detailed in the Agreement.

TABLE 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount
			\$
1	12(d)	Meal Allowance	\$9.19
		--for subsequent meal	\$9.19
2	15	First-aid Allowance Per Week	\$11.14

**Registered
Enterprise Agreement
Industrial Registrar**

SIGNATORIES

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

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

Signature W. M. Date 26/3/03

Witness J. Harlow Date 26/3/03

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

Signature S. Stiff Date 26.3.03

Witness R. C. Ke Date 26.3.03

Signature Date

Witness Date




YARD KPI's

Yard KPI's shall be based upon:

- 1) Safety
- 2) Waiting time (truck loading)
- 3) Absenteeism
- 4) Stock accuracy – Accuracy of finished goods grid counts.

The current level shall result in 75% (\$60.00), of total payment of KPI's. to a total of \$80.00 for 100%.
Increases/decreases shall be in whole dollar amount equal to \$80.00 as 100%.


Wayne Chauvier 26/3/03

Shayne Stiff


26-3-03

