

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA00/12

**TITLE:** Boral Resources (Country) Pty Ltd Mechanical Testing Laboratories and  
The Australian Workers' Union Enterprise Agreement

**I.R.C. NO:** 99/6183

**DATE APPROVED/COMMENCEMENT:** Approved 8 December 1999 and commenced 1 October 1998

**TERM:** 24 months

**NEW AGREEMENT OR -  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees employed by the Company at Mechanical Testing Laboratories in  
New South Wales

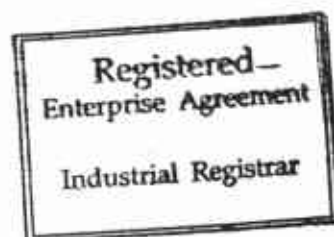
**PARTIES:** Boral Resources (Country) Pty Ltd -&- The Australian Workers' Union, New South Wales



**BORAL RESOURCES (COUNTRY) PTY LTD  
MECHANICAL TESTING LABORATORIES**

**AND**

**THE AUSTRALIAN WORKERS' UNION  
ENTERPRISE AGREEMENT**



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Registered Enterprise Agreement Industrial Registrar
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## Section A

### 1. Title

This agreement shall be referred to as the Boral Resources (Country) Pty Ltd Mechanical Testing Laboratories and The Australian Workers' Union Enterprise Agreement.

### 2. Parties

The parties to this agreement are Boral Resources (Country) Pty Ltd ("the company") and The Australian Workers' Union New South Wales ("the Union").

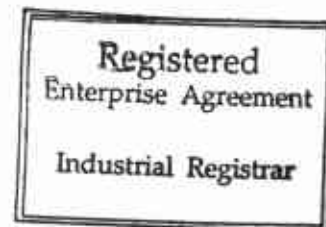
### 3. Area, Incidence and Duration

1. This agreement shall apply to all wage employees of the classifications specified herein employed by the Company at Mechanical Testing Laboratories in New South Wales.
2. The provisions of the Boral Resources (Country) Pty Ltd Mechanical Testing Laboratories Consent Award shall apply where this agreement is silent or indicated by this agreement.
3. Where the provisions of this agreement and the Boral Resources (Country) Pty Ltd Mechanical Testing Laboratories Consent Award are inconsistent, then to the extent of such inconsistency this agreement shall apply.
4. This agreement shall take effect from 1<sup>st</sup> October 1998 and shall have a nominal term of two years.

### 4. Classifications and Wages.

#### 1. Classification-

Grade 1	Trainee
Grade 2	Laboratory Assistant
Grade 3	Technical Assistant
Grade 4	Laboratory Technician
Grade 5	Senior Laboratory Technician
Grade 6	Laboratory Supervisor



The rates of pay to be paid to employees as classified in (1) above are set out in Table 1 of Section B of this agreement.

2. Employees are to perform, if qualified a range of duties including work which is incidental or peripheral to their main tasks or functions. It is accepted that performance of wider range of duties may mean involvement in non-traditional areas. The union and its members are committed to overcoming any demarcation problems as part of this process.

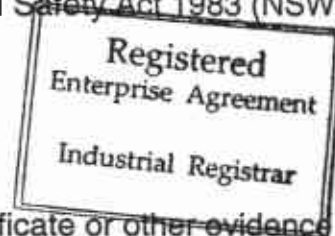
3. The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Higher duties will be payable where this requires an employee to work at a higher classification.



## 5. **Dispute Settlement Procedure**

1. This procedure for the avoidance of industrial disputes and employee grievances shall apply in each site covered by this agreement.
2. The objectives of the procedure shall be to promote the resolution of dispute/grievances by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.
3. (a) Procedures relating to grievances of individual employees
  - (i) 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.
  - (ii) A grievance 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.
  - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
  - (iv) At the conclusion of the 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.
  - (v) While a procedure is being followed, normal work must continue.
  - (vi) The employee may be represented by an industrial organisation of employees.
- (b) Procedures relating to disputes etc. between the company and its employees
  - (i) 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.
  - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
  - (iii) While a procedure is being followed, normal work must continue.
  - (iv) The company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

4. There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
5. Sensible time limits shall be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised;
6. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute;
7. In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lock-outs or any other bans or limitations on the performance of work while the above procedure is being followed;
8. The company shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety Act 1983 (NSW) and consistent with established custom and practice at the workplace.



## 6. Sick Leave

1. Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company (which may, include a statutory declaration) be entitled to ten days sick leave during the first and subsequent years of service on full pay: provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single days absence of an employee in any year.
2. The employee shall, unless it is not reasonably practicable to do so (proof whereof shall be on the employee) make every effort to notify the company of their absence prior to their normal starting time on the same day of their absence, but in any circumstances within 24 hours of their normal starting time.
3. The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the company until the employee completes such three months of employment at which time the payment shall be made.
4. An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to workers compensation.
5. If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
6. If an award holiday occurs during an employee's absence on sick leave then such award holiday shall not be counted as sick leave.
7. Service with the company before the date of coming into force of this award shall be counted as service for the purpose of qualifying thereunder.

8. Where an employee is ill or incapacitate, within the meaning of this clause, on their rostered day or shift off, they shall not be entitled to sick pay on that day nor shall their sick leave entitlement be reduced as a result of such illness or incapacity.

**7. Attendance Bonus**

1. It is recognised that attendance is a key factor in reducing costs and increasing productivity. Accordingly the company and the union have devised a reward scheme for good attendance.
2. A bonus as set out in Table 2 of Section B is payable upon meeting the condition as required by the attendance bonus scheme which is required to be paid annually.
3. It is agreed that the employee attendance bonus will not be affected where leave is necessary in the following circumstances:
  - (a) serious illness requiring hospitalisation
  - (b) absence due to special pressing circumstances
  - (c) presentation of a doctors certificate the day of return
4. With respect to 2 above, each case will be treated on its' own merits and the company shall have complete discretion in determining whether or not the attendance bonus will be affected by the absences.

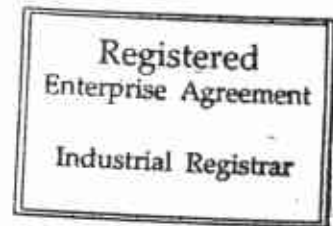
**8. Parties Signatories**

Signed for and on behalf of  
**THE AUSTRALIAN WORKERS' UNION NEW SOUTH WALES**

.....  
*[Handwritten Signature]*

Signed for and on behalf of  
**BORAL RESOURCES (COUNTRY) PTY LTD**

.....  
*[Handwritten Signature]*



Date: 4/11/99

Date: 18/10/99



**Section B**

**Table 1 Wages**

<b>Classification</b>	<b>Amount per week</b>
Grade 1 Trainee	\$454.80
Grade 2 Laboratory Assistant	\$506.76
Grade 3 Technical Assistant	\$520.12
Grade 4 Laboratory Technician	\$544.85
Grade 5 Senior Laboratory Technician	\$576.77
Grade 6 Laboratory Supervisor	\$609.37

1. From the 1<sup>st</sup> October 1998, a wages increase of 2.5% shall be payable on the existing wage rates as shown in Table 1 Wages.
2. After 6 months has elapsed since the 1<sup>st</sup> October 1998, a further 2.5% wage increase is payable and work will then commence under the key performance indicators as outlined in Annexure A.
3. After 12 months has elapsed since the 1<sup>st</sup> October 1998, a further 2.5% wage increase is payable conditional upon the employee reaching the key performance indicators as outlined in Annexure A.
4. After 18 months has elapsed since the 1<sup>st</sup> October 1998, a further 2.5% wage increase is payable conditional upon the employee reaching the key performance indicators as outlined in Annexure A.
5. The Consultative Committee shall be the Single Bargaining Unit (SBU) through which the key performance indicators of the company shall be measured. This arrangement is contained in Annexure A of the agreement.

**Table 2 Attendance Bonus**

<b>Sick Days Absent</b>	<b>Annual Attendance Bonus Payment (\$)</b>
0	200
1	150
2	100
3	50





**Annexure A**

**Key Performance Indicators For Laboratories**

**Laboratory:**

**Date:**

<b>Paperwork Lab Completion Total</b>	<b>Testing Frequency</b>	<b>Calibrations</b>	<b>LAB Co of Var</b>	<b>General Housekeeping</b>	

**Laboratory Rating Key**

<b>Score</b>	<b>Paperwork Housekeeping</b>	<b>Frequency</b>	<b>Calibration</b>	<b>Co of Var</b>	
1	Untidy, Incomplete	<75%	<75%	>3	poor
2	Legible Incomplete	>75<90%	>75<90%	2 to 3	average
3	Legible on Time Complete	100%	100%	<2	good



**Annexure A (continued)**

**Key Performance Indicators For Individuals**

**Employee :**

**Date :**

**Laboratory :**

	<b>Personal Presentation</b>	<b>Score</b>	<b>Comments</b>
<b>1</b>	<b>Wearing of Company Uniform</b>		
<b>2</b>	<b>Maintenance of Company Uniform</b>		
<b>3</b>	<b>Wearing Safety Equipment</b>		
<b>4</b>	<b>Maintenance of Safety Equipment</b>		
<b>5</b>	<b>Punctuality</b>		
<b>6</b>	<b>Attitude to fellow employees</b>		
<b>7</b>	<b>Two Way Radio Procedures</b>		
<b>8</b>	<b>Attitude towards customer</b>		
<b>9</b>	<b>Maintenance of Testing Equipment</b>		
<b>10</b>	<b>Cleanliness of Vehicle</b>		
	<b>Individual Total</b>		
	<b>Laboratory Total</b>		
	<b>Increase Total</b>		

**Individual Rating Scale**

<b>Grading Scale</b>
<b>1 Poor</b>
<b>2 Fair</b>
<b>3 Good</b>

Inspections to be carried out by an AWU delegate and Management

**Performance to Pay Conversion**

<b>Score</b>	<b>Percentage Increase</b>
15 - 24	1.0
25 - 30	1.5
31 - 39	2.0
40 - 45	2.5

**Registered  
Enterprise Agreement  
Industrial Registrar**