

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/202**

**TITLE: Boral Masonry Site Agreement - Kurnell 2001-2003**

**I.R.C. NO: IRC01/3359**

**DATE APPROVED/COMMENCEMENT: 5 June 2001/1 March 2001**

**TERM: 24 Months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 13 July 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 17**

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees  
employed by Boral Masonry Limited located at Sir Joseph Banks Drive, Kurnell NSW**

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



# BORAL MASONRY LIMITED

**KURNELL**

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***Site Agreement 2001 – 2003***

**1 TITLE**

This Agreement shall be known as the "Boral Masonry Site Agreement – Kurnell - 2001-2003.

**2 APPLICATION AND PARTIES BOUND**

This Agreement shall apply to and be binding upon:

- Boral Masonry Limited (000 223 718) located at Sir Joseph Banks Drive, Kurnell, NSW. (The company);
- Members of the Federated Brick Tile and Pottery Industrial Union of Australia, NSW Branch, employed by Boral Masonry Limited located at Sir Joseph Banks Drive, Kurnell, NSW (the union);
- All employees and new employees employed by Boral Masonry Limited located at Sir Joseph Banks Drive, Kurnell, NSW (the employees);

Collectively, hereinafter referred to as the parties.

**3 PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after 1 March 2001 and will remain in force until 1 March 2003.

The parties through the SCC will monitor the effective implementation of this agreement on an ongoing basis during the currency of the agreement.

The parties agree to undertake a review of the Agreement and commence negotiations for a further Agreement no later than 3 months before the expiry of this Agreement.

For the purpose of renegotiating this agreement a negotiating committee will be established comprising Management and employee/union representatives.

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**4 RELATIONSHIP TO AWARDS AND OTHER AGREEMENTS**

This agreement shall be read and interpreted wholly in conjunction with the Brick and Paver Industry (State) Award 1999 provided, that to the extent of any inconsistency between the award/s and this agreement, this agreement shall prevail.

**5 UNDERTAKINGS OF PARTIES**

- The company agrees for the duration of the agreement not to reduce wages, conditions, entitlements and benefits that apply under this agreement.
- The employees and the unions agree not to make claims for increases in wages and conditions beyond those agreed for the duration of this agreement.

**6 OBJECTIVES**

The objective of this Agreement is to promote real gains in productivity, efficiency and flexibility at the workplace and to provide more varied, skilled and better-paid jobs for employees through continued progress on workplace reform.

The parties agree that the provisions for reform set out in this agreement will lead to significant productivity and efficiency benefits that will support company initiatives to increase the domestic competitiveness of the business. The parties will work together to achieve the following common aims that will assist in achieving the objectives indicated above:

**Safety** - Eliminating hazards, potential incidents, and unsafe acts.

**Environment** - Minimising the adverse impact of our activities on the environment.

**Operational Efficiency** - Optimizing available plant production hours.

Quality – Constantly and continually seeking ways to operate the plant more efficiently and effectively to produce fit for purpose products.

Customer Satisfaction – Ensuring that the customer receives their promised goods in full, on time and to specification.

Performance standards – Ensuring that all employees fully understand their performance objectives so that they know what is expected of them at all times.

Change Management – Assist, support and cooperate with any change, management process projects that the company embarks on.

## **7 | CONSULTATION**

The parties agree to improve the participation of all employees by setting up and implementing an effective consultative mechanism as per schedule B.

The purpose of consultation is to discuss the implementation of change/s that will or could affect employees within the business with the employees who are or could be affected.

Consultation allows employees to have the ability to raise, discuss, question, debate, influence and participate in the implementation of decisions that affect their employment.

Management's role is to enable the consultation process and to consider the recommendations put forward by employees so that change (where necessary) is implemented with the agreement of those employees who are or could be affected by that change.

Where a dispute arises associated with the implementation of change that cannot be resolved then that matter will be dealt with in accordance with clause 16 - Grievance and Disputes Procedure.

## **8 | RELATIONSHIP OF POLICY TO THE AGREEMENT**

All employees are expected to work within general company policies in relation to such employment matters as conduct on site, safe working practices, security arrangements and so on. The company will determine these policies to avoid any misunderstandings and to ensure consistent and fair treatment for all employees and will consult in accordance with clause 7 in relation to these policies. The company will make sure that employees are kept informed of the policies that apply to them. The company retains the right to update its policies from time to time. In terms of practical implementation employees will be given appropriate opportunities for input as to how these policies will be applied.

## **9 | HUMAN RIGHTS, DISCRIMINATION AND HARASSMENT**

All employees will be provided with fair and equal opportunities embracing the frameworks contained in Equal Opportunity, Human Rights, Discrimination, and Harassment legislation as a **minimum standard**. This includes treatment of each employee as an individual, with due respect for personal circumstances and confidentiality. In all matters of this nature employees will be advised of their right to seek and have union or other representation of their choice present in any discussions and investigations.

## **10 | OCCUPATIONAL HEALTH AND SAFETY**

The company recognises its moral and legal responsibility for the health and safety of its employees, and for the environment as a vital part of its business. All employees are required to work with the company to implement safety, health and environment initiatives and/or policies to ensure that all employee responsibilities as required by legislation, company policies or procedures and this agreement are met. These policies/procedures and systems of work will cover for example manual handling, noise, dust, induction training, designated walkways, and machinery guarding etc.

## **11 | SCOPE OF DUTIES**

The job requirements for each team member are as described in the relevant position descriptions. All position descriptions and work skills required will be reviewed and updated regularly.

The individual work performance of employees will be reviewed at least annually. This review will involve the employee and their supervisor. In the event that the employee believes that the process is unfair then they may raise the issue utilising the provisions of clause 16 Grievance and Disputes.

From time to time employees may be assigned to alternative lower level duties that are within their capability to perform if required to meet operational circumstances without affecting their current position or normal earnings.

## 12 PROBATIONARY PERIOD

All new full time or part time employees will initially be engaged for a probationary period of up to three months to determine their suitability for ongoing employment. This period may be extended for a maximum period of one month by agreement between the company and the employee. Where it is intended by the company to undertake a review of an individuals probation and where the outcome of that review may be that an employees probationary period may be extended by one month, then that employee will be advised of their right to have union or other representation of their choice present in any such discussions.

## 13 CASUAL EMPLOYEES/LABOUR HIRE

Casual employees and labour hire employees are necessary during short term increases in production levels, planned absences and leave, injuries and health absences, start up of new machinery, plant or products, and a variety of other circumstances as may be identified.

The company will not employ casuals or labour hire employees to avoid the creation of full time employment. Where the company proposes to engage casuals or labour hire employees for a period exceeding three months then such a proposal will be discussed and agreed with the SCC.

## 14 OUTSOURCING

From time to time it may be necessary for the company to outsource activities that it regards as non-core, not required, or not economically viable. Where this is necessary the company will advise the SCC of its intent to introduce outsource activities consistent with Clause 7 and Schedule B of this agreement. Any employee whose position is removed as a result of outsourcing will be entitled to a transfer to another position within the site (if available) or would be entitled to the benefits as outlined in Schedule D - Redundancy.

Any disputes arising out of the operation of this clause shall be dealt with in accordance with Clause 16, Grievance and Disputes Procedure.

## 15 WORK PRACTICES

From time to time it will be necessary for trained and authorised supervisory and managerial personnel to operate plant and equipment for example, during periods of urgent demand, absenteeism, lunch breaks, and other circumstances to ensure an efficient operation. These circumstances are recognised by the parties and it is understood that where it is necessary to operate any aspects of the plant or the yard in this manner then it is not the intent to reduce employment or to remove overtime as a result and will be by agreement between the Company and the site union delegate.

## 16 GRIEVANCE AND DISPUTES PROCEDURE

It is recognised that not all disputes will be dealt with by the guidelines that follow however, where any grievance, industrial dispute or matter likely to create a dispute remains unresolved then it should be dealt with by the process outlined below.

In all cases and situations and until the matter is finally determined, all work shall continue in accordance with the practices existing prior to the matter in dispute arising.

- 1 If an issue cannot be informally resolved between the employee and their immediate Supervisor then the employee may seek advice from union or other representation of their choice and together they may approach the immediate Supervisor.
- 2 If the issue is not resolved in 1, the employee and their representation will confer with the immediate Supervisor and the next level of Management.
- 3 If the matter remains unresolved the employee and their representative, and if required the next level of representation for example, a union organiser, will confer with the appropriate Senior Manager nominated by the company.
- 4 The parties are totally committed to resolving grievances within the above stages, however, if the matter cannot be settled by the parties they will agree to refer the matter to the N.S.W. Industrial Relations Commission for decision which will be binding on and accepted by all parties.
- 5 Each stage of the procedure will be undertaken with all possible speed.

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- 6 The company recognises and accepts that there will be circumstances when the implementation of a contested management decision may be delayed, pending the finalisation of the matter under the above procedures.
- 7 The employees and their unions also recognise and accept that in some cases, for example, dismissal for serious misconduct, implementation of a decision may occur prior to the commencement or finalisation of these procedures. In these circumstances the Grievance and Disputes Procedure allows management's action to be reviewed promptly by the parties and ultimately if necessary, by the N.S.W. Industrial Relations Commission, whose decision will be accepted by all.

## 17. CLASSIFICATION STRUCTURE

a) The classification structure is as follows: -

Level	Entry	Yard	Plant	Mixing/ Back Room	Boiler
1	Induction Casuals				
2		Yard Technician 1	Plant Technician 1		
3		Yard Technician 2	Plant Technician 2	Backroom Technician 1	Boiler Technician 1
4		Yard Technician 3	Plant Technician 3	Backroom Technician 2	Boiler Technician 2
5		Multi Skill Trainee L1	Plant Technician 4	Backroom Technician 3	Boiler Technician 3
6		Multi Skill Trainee L2	Multiskill Trainee	Multi Skill Trainee	Multi Skill Trainee
7		Multiskill Operator	Multiskill Operator	Multi Skill Operator	Multiskill Operator
8	Supervisors				

b) The multiskill movement structure is as follows:

### Yard

Multi Skill Trainee L1 = Yard Technician 3 + Backroom 1 -3 (inclusive)  
 Multi Skill Trainee L2 = Multiskill Skill Trainee 1 + Plant 1 - 4 (inclusive)  
 Multi Skill Operator = Multiskill Skill Trainee 2 + Boiler (1 -3 inclusive)

### Process

Multi Skill Trainee L1 = Plant Technician 4 + Backroom (1 -3 inclusive)  
 Multi Skill Operator = Multiskill Skill Trainee 1 + Boiler (1-3 inclusive) and Yard (1-3 inclusive)

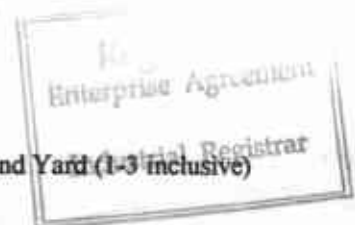
### Backroom

Multi Skill Trainee L1 = Backroom 3 and Process (1 - 4 inclusive)  
 Multi Skill Operator = Multiskill Skill Trainee 1 + Boiler (1-3 inclusive) and Yard (1-3 inclusive)

### Boiler

Multi Skill Trainee L1 = Boiler Technician 3 and Process (1 - 4 inclusive)  
 Multi Skill Operator = Multi Skill Trainee 1 + Backroom (1-3 inclusive) and Yard (1-3 inclusive)

Movement between the levels is encouraged. Movement between the levels will be subject to the conditions outlined in Schedule A and attainment of the skill frameworks and underpinning competencies as outlined in Schedule F.



**18. RATES OF PAY**

	Applicable Dates		
	01/03/01	01/08/01	01/08/02
L1	\$443.90	\$457.20 (\$13.30)	\$470.90 (\$13.70)
L2	\$469.00	\$483.10 (\$14.10)	\$497.60 (\$14.50)
L3	\$496.00	\$510.90 (\$14.90)	\$526.20 (\$15.30)
L4	\$524.00	\$539.70 (\$15.70)	\$555.90 (\$16.20)
L5	\$574.00	\$591.20 (\$17.20)	\$608.95 (\$17.75)
L6	\$607.00	\$625.20 (\$18.20)	\$643.95 (\$18.75)
L7	\$642.00	\$661.25 (\$19.25)	\$681.10 (\$19.85)
L8	\$701.80	\$722.85 (\$21.05)	\$744.55 (\$21.70)

All employees will be paid the applicable full adult rates as detailed above.

In addition to the rates of pay shown above the employee will be able to participate in a KPI linked bonus scheme. Detail relating to that scheme and the initial targets are contained in Schedule E -Business Improvement Framework.

Note: The \$25. Leading Hand paid under the previous agreement will be phased out over the life of this agreement. Leading Hand payments will be:

Aug 01 \$20.00  
 Aug 02 \$10.00  
 Aug 03 \$NIL

**19 SUPERANNUATION**

Company contributions will be in accordance with the Superannuation Guarantee legislation. Employees are encouraged to continue to utilize the Boral Employees Superannuation Trust (BEST), however they are also entitled to join or transfer to CBUS.

**20 DEDUCTIONS**

Deductions will be made from an employee's wage where requested to do so by the employee in writing and where the company has current deduction facilities available for that organisation. The company will also make deductions from an employee's wage when required to do so by law; or where an employee has agreed to the repayment of a company overpayment; or from final payments where the employee has monies legally owed to the company.

**21 ARRANGEMENTS FOR PAY**

The gross wage due will be paid net of income tax and any agreed deductions, in weekly installments, by direct credit to the employees nominated bank account within four days of the end of the pay week. The details of each payment will be confirmed by pay slip.

**22 TRAINEES AND APPRENTICES**

Employees engaged as trainees or apprentices will be paid the appropriate site related rates. Credit for training time for apprentices will accrue on a straight time basis without consideration for penalties paid. On non-rostered days, apprentices will be paid for "time spent" in training on a straight time basis.

**23 | HOURS**

Full time employees will work an average of 38 hours per week. The pay week commences Monday 12:01am and finishes Sunday 12:00am

**24 | ROSTER ARRANGEMENTS/SHIFT CHANGES**

Rosters will be developed to suit the needs of the business in consultation with the employees whom they affect. The company agrees to consult and reach agreement with affected employees where changes to roster or shift patterns are envisaged. During these discussions the employee/s affected may request that union or other representation of their choice represent them. Where agreement is not reached in discussions then the status quo will remain while the matter is dealt with in accord with clause 16.

**25 | REDUNDANCIES**

In the event that redundancies are necessary then the provisions outlined in Schedule D will apply.

**26 | POSTING OF AGREEMENT**

An up to date copy of this Agreement shall be maintained in a prominent position accessible to all employees.

**27 | ROLE OF THE UNIONS IN THE BUSINESS**

Where an employee wishes to take up union membership and have payment for union fees made from their wages consistent with clause 20, then the company will provide that facility. The company will introduce new employees to the appropriate union delegate in their work area.

**28 | UNION DELEGATES**

Where union members at the company elect an employee as the union delegate, that person's details shall be given to the company. The company will recognise one delegate for communication and associated purposes. The recognised delegates will be allowed reasonable time during working hours to interview respective employee members and the company on matters affecting the employees they represent, provided that appropriate arrangements are made in advance with their supervisor prior to leaving their work station.

**29 | DELEGATES TRAINING LEAVE**

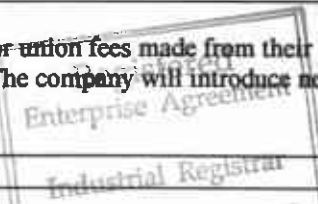
Elected union delegates will allowed to up to three (3) days paid leave per annum non cumulative to attend union training courses on delegate skills. Training will be carried out during normal working hours and participants will be paid at their ordinary single time rate of pay for that time. The union will provide the company with at least ten (10) working days written notice for delegates to attend union training.

**30 | MEETINGS**

Any meetings to be held in paid time to discuss matters pertaining to this agreement or any other agreed matter will be agreed in advance with the Manager. This will include the approval for, timing and length of meetings.

**31 | SICK LEAVE NOTIFICATION**

Where an employee is unable to attend for work at a scheduled time, then the employee (or a person acting on the employees behalf) must advise their supervisor within the first four (4) hours of the commencement of ordinary paid hours of the shift of their inability to work, advising the nature of their illness or injury and the estimated duration of absence. Doctor's certificates must support illness or injury in excess of 1day.





Signed and dated for and on behalf of:

*S. Williams* 12/4/2001 STEVEN WILLIAMS  
Boral Masonry Limited

~~Construction Forestry Mining and Energy Union~~

*Trevor Melksham 2.5.00*  
TREVOR MELKSHAM

Federated Brick Tile & Pottery Industrial Union

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## SCHEDULE A

### Boral Masonry – Operations Group – Kurnell Competency Frameworks

#### **What is a competency?**

Competencies relate to factors that are required for the successful completion of a work role.

Competencies may relate to specific job tasks, job skills, required work behaviours or a combination of these.

Competency is obtained when the employee is able to demonstrate and maintain ability in the in the review area over time.

#### **What are competency standards and how are they developed?**

Within the Boral Masonry, management and the employees who carry out the work roles jointly develop the competency standards for the plant where the employees are engaged. In time, the standards that are developed for Kurnell may be linked internally on a national basis with other Boral Masonry plants to form a range of national competency standards for the group.

In summary, a competency standard is the outcome of the clustering together of a range of skills, tasks and/or behaviours that make up a particular competency. A work role is made up of a number of competency standards.

Competency standards describe what people need to do to be successful in their jobs, what skills and behaviours are expected of them, and to what standard these skills and behaviours need to be practiced.

#### **What are competency standards used for?**

Competency standards are used for a range of purposes and include the:

- Development and formation of skills that are relevant to the plant.
- Opportunity for all employees to have their skills, knowledge and workplace behaviours internally assessed and formally recognised.
- Ability for all employees to have the work that they are able to perform recognised as credits towards an external qualification structure.
- Opportunity for all employees to have skills portability within the Boral Masonry group.
- Provision of a structured basis for paying employees.
- Identification of actual training needs and current capabilities.

#### ***What do competency standards look like?***

Job related competencies will be written in the same format and will be known as competency standards. Each standard will cover a major work function within a work role that an employee is required to carry out.

The standards of competency are made up of skills, tasks or specific behaviours. The skills, tasks or behaviours are the basic building blocks of the competency system and describe in output terms what an employee has to do to successfully to demonstrate and show proficiency.

For each competency standard there are a number of performance criteria. This criterion describes the standard of performance for that competency and outlines the observable evidence that must be obtained for progression. Each competency standard will have a statement that gives information about the range of



conditions and situations in which that competency standard will apply. Each competency standard may also have evidence guides that provide assistance with the interpretation and assessment of the standard.

### **What is assessment?**

Assessment is a process by which a person can have their competence measured against defined standards and then have that competence formally recognised.

### *What is the process for assessment?*

Most if not all assessments will be carried out in the workplace. In some circumstances assessment may be carried out in a training institution or by using simulated situations. This will usually happen when it is impractical or not possible to assess in the workplace or when assessment is part of a training course.

Supervisors and peers who have undertaken and completed an approved training programme to become a Workplace Assessor will undertake assessments. Assessors may only assess standards of competency for which they have been formally assessed as competent in themselves. Assessments will be carried out using a range of assessment tools and methodologies including observation of work being performed, and asking employees' questions and examining their work output to gather data to assist in assessing their competency.

Where assessments (or reassessments) are to be undertaken then an assessment team made up of not more than three people (management and workers) will be formed for that task. This team will meet on a regular basis in February, April, July and November of each year to review the competency of employees who put themselves forward for review. This task team will also meet on an ad hoc basis to review the competency of newly appointed employees who put themselves forward for review within the first month of their employment.

All assessment processes will be structured to ensure that assessors only examine the issues that relate to the work performance of the competencies they are assessing and that are listed in the Competency Standards.

Initially on the introduction of this process all existing employees will be required to complete a self-appraisal related to their current competencies against the agreed competency standards on a standard format. So that this initial assessment can be completed quickly a small group of supervisors and peers will initially be selected and trained as assessors. As a result of the completed assessment, employees will be appointed to a level within the new grading structure that has been developed based on the work that has been completed using the A Grade® job evaluation system.

Where an employee is assessed (as a result of the initial assessment) at a level that carries a higher remuneration than they are currently enjoying then they will be appointed and paid at that level.

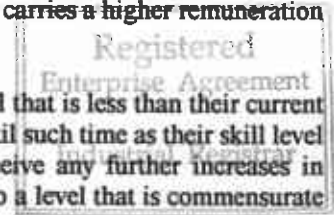
Where an employee is assessed (as a result of the initial assessment) at a skill level that is less than their current remuneration level then they will maintain their existing level of remuneration until such time as their skill level is commensurate with the remuneration paid. In the interim they will not receive any further increases in remuneration. In the event that an employee demonstrates reluctance to skill up to a level that is commensurate with the remuneration paid then this situation will be reviewed after 12 months.

No existing employee will be financially disadvantaged as a result of the initial assessment process outcomes.

All new production employees will join the company as a level one employee.

The company will encourage progression through the levels by all production employees. Employees will be able to apply for reassessment when they believe that they are competent to be assessed to the next level. Progression to the next level will be on the basis of a 100% assessed pass rate for entry to that level.

The process of assessment will be undertaken quarterly (as indicated above) with the exception that skilled new employees may apply for reassessment during the first month of their employment. Where a new employee is reassessed during this time then they will be back paid to the higher level to the time that they commenced with the company.



***How am I rewarded under the competency system?***

Employees will be rewarded on the basis of competencies acquired and able to be used. Employees who have obtained a higher level of competency will be expected to work at all levels up to the level to where they have been assessed (where there is a genuine business need). In the event that an employee refuses to work at a lower level then they will be dealt with in accordance with the companies' disciplinary code for refusing to follow a lawful instruction.

***What if I am unhappy with an assessment?***

Where an employee is unhappy about the outcome of an assessment then the matter will be handled as a dispute under the Grievance and Disputes procedure.

***How do competency standards fit into the companies training agenda?***

Competency standards are the basis for training and development for all production employees because they tell trainers, assessors and all others about what:

- Broad areas of work a person is skilled in;
- A person can do within the broad area of work at a particular skill level;
- The required levels of performance are within the range of contexts and conditions across which performance is to be demonstrated.

The ongoing assessment and review of an individual's performance will be based on these competency standards together with other criteria that are contained in company policy/procedures and systems.



## **SCHEDULE B –**

### **Boral Masonry – Operations Group – Kurnell Site Consultative Committee**

#### **Objectives**

The purpose of the site consultative committee (SCC) is to discuss, review, make recommendations, and assist with:

- The implementation of changes designed to improve the efficiency and productivity of the business on an ongoing basis
- Ways to foster mutual trust, co-operation and improved communication within the business
- The promotion of Equal Employment and Opportunity principles and guidelines

#### **Function of the SCC**

Issues to be considered by the SCC shall include:

- The operation and effectiveness of business consultation and information processes
- The impact of technological and other change in the workplace
- Formation of task groups for specific issues
- Other matters raised and agreed as appropriate to be dealt with by the SCC

The work of the SCC will not include matters that should be handled by the Occupational Health and Safety Committee.

#### **Structure**

The composition of the SCC will be such that the views, ideas and feedback from all employees are brought to the committee. The SCC will consist of employee representatives and management representatives. Election of members of the Committee will take place annually.

The Committee size will be adequate to best perform the tasks before it, but it is unlikely to involve more than six (6) people. Management may nominate any number of representatives to the SCC provided that the number of management representatives will not exceed the number of employee representatives.

#### **Quorum**

A quorum will be the majority of members with at least half the quorum being employee representatives.

#### **Duties of Office Bearers**

##### **Chairperson & Vice-chairperson**

The SCC will elect a Chairperson and a Vice-chairperson. The Vice-person shall be representative of the group to which the Chairperson does not belong, and shall rotate roles with the Chairperson every six months, as well as deputising for the Chairperson in their absence.

The Chairperson and Vice-chairperson will prepare agendas, check minutes and organise meeting times and venues. The Chairperson will manage the meeting ensuring that discussion takes place on relevant issues, while allowing all members to participate.

##### **Secretary**

A person designated by the Committee will keep minutes of each meeting - this person need not be a member of the SCC.

The secretary will distribute agendas and minutes to Committee members and display these where employees can read them.

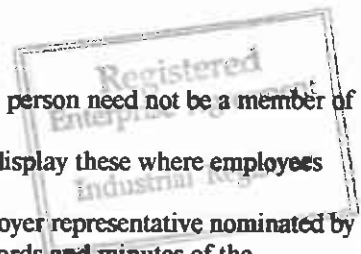
Records and minutes of the Committee will be placed in the custody of an employer representative nominated by the Committee for safekeeping. Members of the SCC will have access to all records and minutes of the Committee.

##### **Representatives**

All members of the SCC commit to carry out their duties in a responsible and honest manner. Primarily they are to:

- Come to meetings prepared, and organise a proxy to attend in their absence
- Communicate the views and opinions of those people they represent
- Communicate with fellow employees to establish their views and opinions on issues
- Communicate back to constituents on Committee business

Employee representatives will be allowed reasonable and adequate paid time and access to their co-workers prior to SCC meetings to prepare their response and input to agenda items and, following SCC meetings to report back on issues discussed. This time must be by agreement with management to avoid disruption of the workplace.



### **Agenda and Minutes**

An agenda will be prepared jointly by the SCC Chairperson and Vice-chairperson and distributed to members at least five (5) working days before the meeting. Any member can submit agenda items. Issues of importance, but not noted on the finalised agenda can be raised at the meeting and, by agreement of the Committee, discussed at the meeting.

### **Frequency of Meetings**

Meetings will be held once a month during normal working hours or during overtime. Special meetings may be called as required and convened through the Chairperson.

### **Co-option**

Other people may be invited to attend meetings by any member of the Committee as long as the Chairperson is notified. Such invitee may only remain with the approval of the whole SCC and shall only have speaking rights if agreed by the SCC and shall not participate in decision-making processes.

### **Resources and Facilities**

The company will provide facilities and assistance to the Committee to enable it to perform its functions and duties.

### **Committee Decisions**

As far as practicable, decisions will be reached through consultative practices.

The Committee may make recommendations in relation to any company policy where the Committee believes in good faith that a particular policy requires revision, modification or review. In this situation, the Company will review and consider recommendations put forward and will take actions that it deems appropriate in the circumstances including making change to policy and procedures where that is necessary for the efficient and effective running of the business.

### **Training**

SCC training will be made available to those SCC representatives who have not already received this training. The company will arrange for this training at their cost and in their time.

### **Right of Access to All Relevant Information**

Where management is considering the introduction of major changes in production, organisation structure or technology, and these changes could have significant effects on employees, then management shall notify the SCC as early as practicable.

In doing so management shall provide the SCC with all relevant information about the change or changes. Management shall not be required to disclose information where the disclosure in the opinion of management would be adverse to the Company's interests.

### **Confidentiality**

All information provided to the SCC must be treated as confidential.

Such information shall not be provided to anyone without the prior approval of the Company and the receiver must treat any information released to them as commercial in confidence. The company expects that information shall not be used for any purpose other than that for which it was provided.

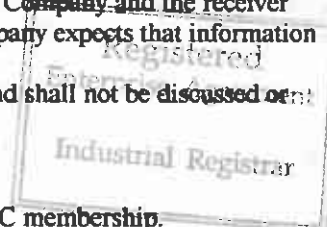
Committee minutes shall remain confidential to the Company and its employees and shall not be discussed or conveyed to any other party or parties without the prior approval of the Company.

### **Discrimination**

There shall be no discrimination against any SCC member on the basis of their SCC membership.

### **Evaluation**

Provision shall be made after twelve (12) months for the review and evaluation of the Committee, its operation and procedures, for the purpose of improving its performance and responsiveness to its stated objectives and functions. This review shall be undertaken jointly by a representative group of parties to this agreement.



## **Boral Masonry – Operations Group – Kurnell Skill Development**

### **Overview**

Recognising the contribution of skill development to a productive and competent workplace the company is committed to:

- Developing a highly skilled workforce
- Providing employees with career opportunities through training to acquire additional skills
- Recognizing and paying for skills acquired and able to be used
- Ensuring that training is related to the needs of the business, the employee's role and their development within the company

### **Responsibilities and Consultation**

For strategic skill development to be effectively implemented, involvement of all members of the workforce is essential.

The company shall ensure that the skill development agenda is implemented and links directly to the business plan and associated processes. The company will also ensure that sufficient and appropriate resources are available to support the effective implementation of the training plan.

Specific responsibilities for employees directly engaged in the training, assessment and delivery of the training are outlined in their position descriptions and annual performance plans.

All employees are expected to provide on-the-job coaching and to optimise individual learning opportunities. Employees are also expected to assist the learner to apply skills and knowledge they have learned.

The company will ensure through consultation that all skill development activities are consistently applied throughout the business and access to skill acquisition is consistent with the company's equal opportunity policies.

### **Competency Based Approach for Production Skills**

Production skill development will be competency based. The business supports training and assessment process based on business/plant standards. The focus for competency based training is effective employee application of skills in the workplace.

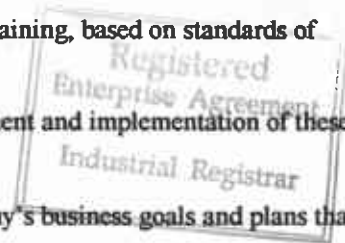
This process involves the consistent delivery, assessment and certification of training, based on standards of performance required by the business.

The company will work consultatively with employees in the design, development and implementation of these programmes:

- The development of skill development plans will be aligned to the company's business goals and plans that are reviewed annually.
- The Company will establish the required number of trainers and assessors and will establish practices for the recording and maintenance of information relating to individual employee capabilities (competencies, skills, qualifications etc).
- Employees who are selected to be workplace assessors shall attain the Workplace Assessor's (Category I and/or II) qualification that will qualify them competent to assess employees.
- Workplace trainers and assessors will be required to comply with company practice guidelines and processes relating to the implementation of the training plan.

### **Payment for Training**

Accredited trainers and assessors will be paid at the next level in the grade structure above the level the person would be entitled to be paid for the operational task that the person would normally perform. A qualified assessor at level 8 or above will receive an allowance of \$30 per week. This payment is on the provision that they are actively and continually involved in the delivery of training and assessment and are assessed as competently performing all associated duties as detailed in their position description.



Job required vocational training would be paid for except that where training is undertaken outside of an employee's normal working time for example night school, then that training will be undertaken in the employee's own time.

Job required skills training which is offered and paid for by the company and accepted by the employee, would be paid at the appropriate rates of pay.

#### Schedule C - Skill Development

#### English Language Literacy and Numeracy

The importance, improvement and relevance of English language, literacy, and numeracy training in addressing workplace issues is recognised. The company will develop in consultation with the SCC a process that addresses the literacy needs of employees. It is expected that any plan developed and implemented will include components that:

- Identify the literacy and numeracy needs of employees;
- Develop a training strategy to meet these needs;
- Identify suitable training providers, and
- Implementing that training.





## Schedule D – Redundancy

### Boral Masonry – Operations Group – Kurnell Redundancy

#### Introduction

An employee's position is redundant if the company no longer wants the employee's job to be performed by anyone. It does not apply to ordinary and customary turnover of labour.

In the event of redundancy, the company will firstly make all efforts to place the employee in another suitable position within company operations. Where the company obtains acceptable alternative employment for the employee then the provisions of this clause will not apply. Should redundancy be necessary the company will provide payments, conditions, and support as outlined below.

#### Process to be followed

In the event of redundancy the following principles and process will be applied in the management of the redundancy process. The company will consider individuals who may wish to volunteer for redundancy. The volunteer's suitability for redundancy is made of the basis of skills, best fit for the future of the business, and having a similar skill/ versatility of another employee who has been selected by the Company.

- Where it is envisaged by the company that a position will need to be made redundant the company will contact the SCC to discuss and explore all other options to avoid redundancies, or if they cannot be avoided, to reduce their impact.
- After consultation with the SCC, the company will notify the employee/s likely to be affected (and their unions if redundancies are to occur where union members are impacted).
- Where redundancies are necessary the company will consider the skills and the versatility of employees likely to be affected having regard to the needs of the company.
- Having made their selections the company will advise the employee/s affected that a definite decision has been made to make the position that they fill redundant and the anticipated date when that will occur.
- The Company will give employees being made redundant a minimum of four weeks formal notice or pay in lieu of notice. If the employee is over 45 years of age at the time of giving of the notice with not less than 2 years' continuous service, they will be entitled to an additional weeks notice.
- Where an employee has been given formal notice of redundancy and that person elects to resign (and the company agrees to allow this), prior to the effective date of the employee's redundancy notice, payments arising under this agreement will be calculated to the date the resignation takes effect.
- Within seven days of being given notice of redundancy the employee will be provided with an itemised statement of all redundancy and statutory payments.

#### Redundancy Payments

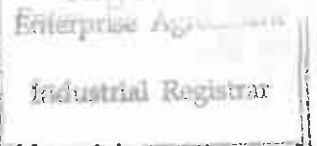
Employees with more than 3 months service will be paid redundancy payments as follows:

- a) Two weeks pay for each completed year and pro-rata for each uncompleted year of service with a minimum payment for an employee with up to one (1) year of service of two weeks pay.
- b) An employee who is 45 years of age and who has 20 or more years service with the company shall receive an additional week's pay for each completed year of service and pro-rata for each uncompleted year of service
- c) A weeks pay will mean an employee's award rate of pay, any over-award payments, any all purpose or weekly allowances, any enterprise bargain payments applying at the time of retrenchment. This rate of pay shall exclude penalty payments and, for rotating shifts, shift loading. For an employee who is on permanent afternoon or night shift the rate of pay shall be the rate for permanent afternoon or night shift."
- d) The payment provided for in this clause would not exceed a maximum of 52 weeks pay with the exception that, those employees referred to in sub point (b) (above) will be entitled to accrue to a maximum of 64 weeks.
- e) In total, an employee's redundancy and severance payments shall not be less than those entitlements applicable in total under the Brick and Paver industry (State ) Award 2000.

#### Assistance to Employees Whose Positions are Redundant

The following forms of assistance will be provided:

- Paid leave of up to 2 days for the employee to attend job interviews, provided satisfactory evidence is provided if required by the company.
- Training in preparation for job seeking and interviews
- Financial planning advice
- Support counseling for the employee
- Contact with other employers and employment groups



**Long Service Leave**

Entitlement to Long Service Leave or payment in lieu thereof will be determined in accordance with the NSW Long Service Leave Act 1955 with the exception that the qualifying period will be a reduced to five years.

**Superannuation**

Entitlement will be in accordance with the provisions of the funds Trust Deed.

**Re-employment**

Employees may apply for any subsequent vacancies that may arise.

**Statement of Service**

The Company will provide the employee a written certificate of service outlining the period of the employee's employment, the skills the employee holds and the reason for termination.

**Continuity of Service**

Employees who are re-employed within 12 months of their termination shall be deemed not to have broken their continuity of employment. Any service payments made in recognition of Long Service Leave on redundancy shall be taken into account in any future payments made.

**Death while under Notice**

Should an employee die, prior to the nominated date of termination, then all benefits and entitlements of this agreement will be paid directly to the employee's estate.

