

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/314

TITLE: The Austral Bricks Production Workers' Agreement 2002

I.R.C. NO: IRC02/4156

DATE APPROVED/COMMENCEMENT: 13 August 2002/5 April 2002

TERM: 5 April 2005

NEW AGREEMENT OR VARIATION: Replaces EA00/123

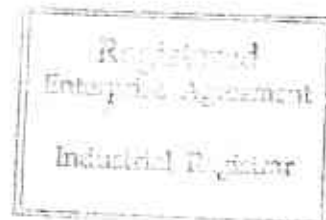
GAZETTAL REFERENCE: 8 November 2002

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF EMPLOYEES : Applies to all production employees of the Austral Brick Company Pty Limited engaged in the manufacture of clay bricks and pavers at Wallgrove Plants 1, 2 & 3 plus Eastwood

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



BEFORE THE INDUSTRIAL RELATIONS COMMISSION OF
NEW SOUTH WALES

RE: ENTERPRISE AGREEMENT

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

This Agreement shall be known as **THE AUSTRAL BRICKS PRODUCTION
WORKERS' AGREEMENT 2002**

1. PARTIES

The Austral Brick Company Pty Limited, NSW Division (the Company) and The
Federated Brick, Tile and Pottery Industrial Union of Australia (NSW Branch), (the
Union). The agreement will continue to apply to the heirs and successors of the parties.

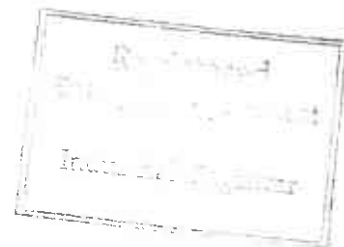
2. APPLICATION

This Paid Rates Agreement is binding on The Austral Brick Company Pty Limited,
NSW Division; The Federated Brick, Tile and Pottery Industrial Union of Australia
(NSW Branch) representing their members, production employees of the Company,
and production employees of the said Company in respect to employment conditions
and rates of pay for the Company's production employees engaged in the manufacture
of clay bricks and pavers at Wallgrove Plants 1,2&3 plus Eastwood.



ARRANGEMENT

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3. **PERIOD OF OPERATION**

This Agreement will operate from the first pay period to commence after 5 April 2002 providing the Agreement has been approved by the Industrial Relations Commission of New South Wales, and will continue in force for three years until 4 April 2005, subject to the provisions of the New South Wales Industrial Relations Act 1996.

4. **SCOPE**

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

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

5. **OBJECTIVES**

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

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

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

6. **WORKPLACE EFFICIENCY**

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

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



- (c) Employees will comply with all reasonable requests to transfer and to perform work covered by this Agreement. **[1996 Agreement]**
- (d) In case of machine breakdown, employees will ensure that the plant is kept clean and free from spent materials. **[1996 Agreement]**
- (e) Employees agree that maintenance employees can change augers or air bags. **[1988 Agreement]**
- (f) Kiln Burners at Plant 2 agree to sidetrack kiln cars from No.9 setter and to grease one kiln car per shift (on average). **[1988 Agreement]**
- (g) Productivity undertaking by the BTPIU and its members for **[2002 Agreement]**
The union and its members commit to the following productivity undertaking:-

It is recognised by the parties to this agreement that increasing competitive pressures are upon the brick industry as a result of new technology , new products and new building systems.

The union and its members are concerned about the effect these trends will have on the longterm viability of the brick industry and the interests of its members in maintaining employment, training and career development opportunities. These concerns are validated by the loss of employment opportunities to its members in the clay pipe industry over the last decade.

For these reasons the union and its members agree to actively work in cooperation with management of The Austral Brick Company to achieve its goal of increasing the productivity of plant personnel to current worlds best practice by taking advantage of the latest developments in technology and production management systems (examples of which are automation, video and telecommunications as well as computerisation).

The parties to the agreement recognise that the adoption of a best practice program is in the interest of the clay brick industry and its its employees who will benefit not only through increased job security but also by acquiring up todate skills. These skills in the use of the latest technologies will improve the quality of the employees worklife at Austral and are also transferable across industries and will therefore maintain the longterm employability of its members.

This undertaking is given on the basis that it is in the interests of both its members and the company that any reductions in personnel should be done on the basis of natural attrition and not forced redundancy.



Eastwood

- (h) The Kiln Operators (Burners) will pull down the wicket at weekends to improve the kiln cooling.
- (i) The Kiln Operators (Burners) will sweep the general kiln area and check the fire boxes, on the Dome kilns, for damage.
- (j) The Loft Operator will clean up any spills.
- (k) The Crusher Operator will monitor and control the levels in the bins above the grinding pans when the new crushing system becomes operational.
- (l) The Press machine Operator will work overtime by agreement on weekdays to make up the tally of 10250 bricks per machine per day, if production has been lost due to breakdowns or any other reason.
- (m) The Gate Person will top up the brick sample room each day.
- (n) Fork Lift Drivers will check the oil, water and tyre pressures, top up as required and also grease their machines.
- (o) Press Machine Operators will:
 - (i) produce 10,250 bricks per day,
 - (ii) clean and lubricate their machine and turn on the heating element before commencing production at the normal starting time.
- (p) Yard workers will palletise bricks when cleaning up, after assisting the truck drivers to hand load.
- (q) The Fork Lift Drivers setting kilns will relieve the Press Machine Operator for short breaks, for toilet etc.
- (r) The Fork Lift Drivers unloading kilns will do so when kilns are hot but workable.

7 CAREER PROGRESSION AND TRAINING

- (a) The parties to this Agreement continue to recognise that a strong commitment to skill development is required in order to increase efficiency and productivity.
- (b) Opportunities will be made available, wherever practicable, to enable employees to develop skills and competencies for progression through the classification structure.
- (c) Employees will be encouraged to progress to the highest level personally attainable, consistent with the needs of the enterprise.



- (d) When a new employee commences at a high level due to particular skill requirements, that employee must "backfill" lower level skills within 12 months in order to ensure full flexibility of the enterprise.

8 CASUAL/CONTRACTOR EMPLOYMENT

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

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

provided that

- (i) they are not used to replace full time employment and normal overtime,
 - (ii) they only work overtime after all full time employees have declined to work overtime, and
 - (iii) whilst they are employed there will be no retrenchments of full time employees.
- (b) A casual employee is one specifically engaged as such and paid a loading of an additional 20% on the wage rate prescribed in this agreement. This loading is in lieu of non-payment for sick leave, public holidays, annual leave and long service leave.

9 HOURS (DAY WORKERS)

- (a) The ordinary hours of work will be 38 per week.
- (b) Ordinary hours will be worked (except at Eastwood Plant) between the hours of 6am and 6pm with a maximum of 8 hours (apart from meal breaks), worked consecutively, on any one day, including the Thursday before a Friday public holiday.

However, ordinary hours may be worked in the period Monday to Sunday by agreement between the Company and the employees, provided that employees will not be required to work in excess of 12 consecutive hours per day (apart from meal breaks). See subclause i. below regarding eleven hour production at plant 1.

- (c) Ordinary hours at Eastwood Plant will be worked on the basis of 7.6 consecutive hours each day (apart from meal breaks), Monday to Friday.
- (d) The Plant Manager may fix the starting time in the Yard within the limitations in subclause (b) above, and may alter it from time to time either with the consent of the employees or by posting the alterations in a convenient place.



- (e) Employees are not required to work continuously for more than five hours, unless otherwise agreed between the employer and the employees affected, without a mealbreak of not less than 20 minutes nor more than 30 minutes. For the purpose of this clause the morning rest period shall be deemed as time worked.
- (f) If an employee or group of employees is required to work during their usual meal break, due to an emergency or for the purpose of maintaining production, they will be allowed to take their meal break when the other employees have resumed work and relief is available.
- (g) Employees are to clock on and off at the bundy clock, be at their working station by the commencement of the shift and to remain at their working station until the bell sounds for morning tea, lunch and end of shift. **[1988 Agreement]**
- (h) Employees agree to work a rostered meal break to keep machines on line. **[1988 Agreement]**
- (i) Employees at plant one agree to a three month trial of (Monday to Sunday) 11 hour day production working pattern with a starting time of 5am, further details of which will be established by consultation within four weeks of this agreement coming into effect(now agreed and detailed in appendix 2 attached). In the event that the trial proves this working pattern is unfeasible the company intends to return to the former shift patterns at plant one.
[2002 Agreement]

10 SHIFT WORKERS

10.1 Employees deemed shift workers are those that are engaged on a working pattern that is either fixed or rotating and requires one or more of the following working patterns . continuous shift, seven day shift, afternoon shift or night shift, as defined in the award.

10.2 HOURS OF WORK AND ANNUAL LEAVE

- (a) The ordinary hours of shift workers will be 38 per pay period and each shift will not exceed 8 consecutive hours inclusive of a paid meal break.
- (b) If the Company and the employees agree, a greater number of hours may be worked providing that employees are not required to work in excess of 12 consecutive hours per shift.
- (b) In Plants 1,2 and 3 shifts Monday to Friday are to be equal 8 hour shifts with no overlap except that the one short shift per week is to be of 6 hours duration. Lunch period is to be 20 minutes and paid tea break to be 10 minutes, except as provided in clause 9 (i) above.
- (c) The starting and finishing time for shift workers will be set by the Company to best service the effective operation of the plant.
However, the Company may alter the starting and finishing times and vary the shift overlap times in any Plant in order to enable a factory to respond flexibly and maximise production in the pattern of demand for the Company's product.



- (d) Sub-clause (b) above will not apply to the work of hand setting inside kilns or hand drawing and/or classing inside kilns except where such work is necessary in emergency or breakdown of equipment or plant.
- (e) Rosters will be provided to enable weekly rotation and equity. An employee's place on a roster will not be changed with less than 7 days notice unless payment of penalty rates is made, except in the case of shortness of staff due to illness or misadventure in which case the maximum possible notice shall be given.
- (f) Employees will observe punctuality for start times by clocking on prior to their normal shift at a time which will allow them to be at their place of work at the start time so that machines do not stop on shift changes, and to remain at their working station until the bell sounds for morning tea, lunch and end of shift. **[1988 Agreement]**
- (g) A continuous or seven day shift worker will have added to the worker's annual leave period, one extra day for any holidays (as prescribed by the Award) which fall within the leave period.

10.3 OVERTIME Shift Workers

- (a) An employee who is engaged on shift work for less than the full number of rostered shifts in any working week will be paid overtime rates for the time worked as a shift worker in that particular week.
- (b) The above overtime penalty will not apply if:
 - (i) the employee has been engaged on continuous shift work for more than one week.
 - (ii) the Company and the employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, or
 - (iii) The lesser number of shifts worked is due to the action of the employee, or
 - (iv) the employee is a regular burner or tunnel kiln operator.

11 OVERTIME – All Employees

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



12 SICK LEAVE

- (a) An employee, other than a casual employee, who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence equivalent to 5 days in the first year of service and 8 days for each subsequent year of service. One day will be counted as 7.6 hours and payment will be subject to the following conditions:
- (i) Sick leave taken during the first 3 months of employment (which satisfies the other provisions of this clause) will only be paid for after the employee has been employed for 3 months.
 - (ii) No payment will be made for any absence for which workers' compensation is paid.
 - (iii) The employee will not be entitled to payment in respect of any time lost on an ordinary working day on which, had the employee attended for duty, the employee would not have been required to work.
 - (iv) The employee will advise the Company of the expected absence and state, as far as practicable, the nature of the illness or injury, within 24 hours of the commencement of the absence.
 - (v) For absences of 3 single days or more in any sick leave year the employee will provide satisfactory evidence of the illness or injury.
 - (vi) The yearly entitlement of sick days will apply to the sick leave year commencing 1 January 1974 and continue thereafter. Continuous service with an employer prior to this date will be taken into consideration in assessing an employee's sick leave entitlements.
 - (vii) Employees working the eleven hour Monday to Sunday pattern at plant one can elect to be paid for a day off at 7.6 hours or the length of the actual day they were sick provided their entitlement is debited for the number of hours they elect.
 - (viii) Any untaken sick leave at the end of each year's continuous service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave except as provided in sub-clause (ix).
 - (ix) In place of adding the accumulation to the entitlement, the employee may apply for a bonus made up of wages equivalent to the outstanding days of the current year's entitlement for each full day of untaken sick leave during the current year.
 - (x) The sick leave entitlement for each year of service will be calculated as follows:-
 - * For employment commenced before 31 December each year, pro rata until an employee has reached 31 December of the following year after employment.
 - * For employment thereafter, the period from 1 January to 31 December of each year.



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

13 WAGES

- (a) Wages will be paid by EFT not later than Thursday of each week. Changes may be made to accommodate unusual situations or circumstances providing they are in accordance with the Industrial Relations Act 1996.
- (b) This Agreement provides for an immediate wage increase of 2% from the first pay period after April 5th 2002)to hourly rates of pay for the Agreement. (Previous rates and new rates attached as Appendix 1.)
- (c) KPI's will no longer be paid but will be replaced by a new weekly attendance bonus which will be lost to any employee who takes time off work during the week for any reason other than prearranged annual or long service leave. Any person who goes home sick after a minimum of four hours work on any day or who is late by a total of not more than 2 hours in a pay week, will not lose this attendance bonus.

There will be an exception to the loss of this attendance bonus for one single days absence per year if the employee provides a Doctors certificate for the day. In addition any person who is off work by prearranged and authorised leave without pay will only lose the bonus for that days absence.

This attendance bonus will be made up of (and replace) all existing weekly monthly and yearly incentives(including KPI's, travell allowance, Kmart vouchers, and \$25 bonus on good attendance) but excluding production bonuses.

The weekly attendance bonus will be \$60 per week at plants 1,2 & 3 and will be an increase of \$33.50c per week on the existing attendance bonus at Eastwood.

- (d) In addition to the above plant 1 & 2 personnel undertake to negotiate new meaningful personal production bonuses by consultation with management within four weeks of this agreement coming into effect after which the existing bonuses at those plants will be replaced. Plant 3 personnel agree that their existing bonus system will continue without change for the life of this agreement. **[2002 Agreement]**
- (e) Over the three year life of this agreement there will be five more half yearly increases in hourly wages , which will be available sequentially in six monthly intervals as follows:-



<u>First Pay Period commencing on or after</u>	<u>Amount</u>
October 5 th , 2002	2%
April 5 th , 2003	\$12.50 per week
October 5 th , 2003	\$12.50 per week
April 5 th , 2004	\$10.00 per week
October 5 th , 2004	\$10.00 per week

- (f) Existing monetary shift allowances for :- rotating ,afternoon and night shift personnel respectively will be converted to percentages from the commencement of this agreement and incremented by way of equal half yearly installments on the same dates as hourly rates so that they reach 10, 15 and 30 percent for each respective shift type by October 5th, 2004.
- (g) The company will introduce a tax effective company subsidised(25%) employee share scheme(for shares in Brickworks Ltd) which will involve a weekly salary sacrifice contribution of \$10 per week for those employees who wish to participate.
- (h) The parties agree and give an undertaking that no further claims will be made in relation to wage increments for the duration of this agreement.

14 PUBLIC HOLIDAYS

When a public holiday falls on a day where ordinary hours are worked, it will be classed as that day and no time off in lieu will be available to be taken on another day. i.e. 8 hours Monday to Thursday and 6 hours on Friday. for Plants 1,2&3.
At Eastwood the normal 7.6 hours per day will apply.

Employees working the eleven hour (Monday-Sunday) work pattern will be required to work on public holidays that fall during their normal work time. Where a public holiday falls on a day which is not a normal work day the employee will be paid 7.6 hours pay for the day,unless otherwise provided in appendix (2).

Public holidays will be paid at single time if taken or doubletime and a half if worked.

15 SAFETY BONUS

- (a) Safety bonus in the form of Kmart vouchers has been discontinued from the start of the 2002 agreement but an amount equivalent to it has been included in the individual attendance bonuses discussed under clause 13c. of this agreement.
- (b) Protective clothing and/or safety equipment as supplied by the company is to be worn at all times while at work.



16 Redundancy

16.1 Severance Pay

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

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

- (b) An employee with seven or more years' service will receive, in addition to the above payments, two and a half weeks' pay for each year of service over the seventh year; provided that the maximum amount of severance payments made in accordance with this clause will be capped at 52 weeks.

Production employees at the Eastwood site who have been notified of redundancy at some stage over the next two or three years will have the individual choice of these new redundancy conditions or those in the previous 2000 agreement. In either case a weeks pay will be as per clause d below.

- (c) If the Company is part of a group of companies with sections other than brickmaking, employees may be offered work in any of those sections situated in the Metropolitan area. An employee accepting such a position will complete three months as a trial period to ascertain whether the work is suitable.

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

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

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

- (d) "Week's Pay" means the all-purpose rate of pay for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay and over-award payments, bonuses, penalty rates and shift allowances.

16.2 Notice of redundancy

The conditions for notice period in relation to redundancy will be as per the award, except that in the case of employees over the age of 45 years they will not be entitled to the additional weeks notice. (2002 trade-off)



17 DISCIPLINARY PROCEDURE

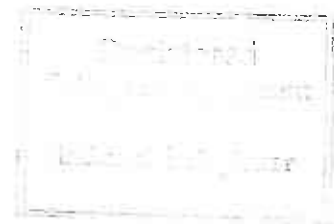
The following procedure will be adhered to by the Company and the Employees:

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

18 GRIEVANCE PROCEDURE

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

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



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

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employee may be represented by an industrial organisation of employees and the Company may be represented by a chosen adviser for the purposes of each procedure.

19 UNION MEETINGS

- a) All Union meetings are to be held in the employees' own time. [1988 Agreement]
- b) Annual union training of two days will be allowed to the delegate & co- delegate at each plant without loss of pay.

20 ADDITIONAL ANNUAL LEAVE

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

(b) Employees working the eleven hour (Monday-Sunday) daily work pattern will receive four weeks annual leave per year. The leave is to be taken in one week blocks and a one week block is defined as all those shifts falling in one cycle of Monday through Sunday.

Employees working this pattern who regularly work Sundays and Public Holidays will receive an extra week's leave to be paid as a bonus in the first pay week in December each year. It will be paid at the average weekly ordinary earnings of the employee. This will commence to accrue from April 5th, 2002 and be prorata to December in the first year.

21 DRUGS AND ALCOHOL

All Company sites are to be free from the consumption of alcohol, or other mood altering substances.

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

Repeated instances of this nature will result in counseling, warning and ultimately dismissal from employment in accordance with the company's disciplinary policy.

Employees found consuming drugs or alcohol at work will be summarily dismissed for misconduct as per clause 17d of this agreement.



Wallgrove Site

BTPU Pay Office Classifications

Award Classification	Austral Classification	OLD	OLD	2% NEW	NEW
		Weekly Wage 17-Mar-01	Hourly Wage 17-Mar-01	Weekly Wage 16-Apr-02	Hourly Wage 16-Apr-02
GRADE E - Cert Operator (equal to C10)		\$ 710.15	\$ 18.6882	\$ 724.35	\$ 19.0619
GRADE D - Highly Skilled Operator		\$ 609.70	\$ 16.0446	\$ 621.89	\$ 16.3655
GRADE C - Skilled Operator		\$ 595.39	\$ 15.6682	\$ 607.30	\$ 15.9816
GRADE B - Machine Operator					
Class A - Primary Machine Operator		\$ 584.92	\$ 15.3926	\$ 596.62	\$ 15.7004
Class B - FEL Driver/Pan Room Operator/Truck Driver		\$ 577.56	\$ 15.1990	\$ 589.11	\$ 15.5030
Class C - Forklift		\$ 571.46	\$ 15.0384	\$ 582.89	\$ 15.3391
Class D - Burner		\$ 566.37	\$ 14.9044	\$ 577.69	\$ 15.2025
GRADE A - General Hand					
Class A - Kiln Car Maint. Operator		\$ 580.08	\$ 15.2652	\$ 591.68	\$ 15.5706
Class B - Trainee Operator/Strapper		\$ 554.90	\$ 14.6026	\$ 566.00	\$ 14.8947
Class C - Crusher Area Hand		\$ 543.31	\$ 14.2977	\$ 554.18	\$ 14.5836
Class D - Transfer Car/Cleaner		\$ 542.83	\$ 14.2849	\$ 553.68	\$ 14.5706
Leading Hand Allowance			\$ 27.50		\$ 28.05
Meal Allowance			\$ 7.11		\$ 7.11
Shift Allowance	Afternoon		\$ 9.98		9.45%
	Night		\$ 19.85		18.76%
	Rotating Shift				
	Plant 2 Burners		\$ 8.32		6.92%
Travel Allowance			\$ 2.87		\$ -
Attendance Allowance			\$ 8.47		\$ 60.00
Manganese Dioxide			\$ 0.44		\$ -
First Aid Allowance			\$ 1.68		\$ 1.68
Heavy Block Money - Kiln Car Repairs			\$ 14.60		\$ 14.60
Extruder Tally Bonus			\$ 3.47		\$ -



Wallgrove Site

BTPU Pay Office Classifications

Rate Code	Description						
WE1	Certificated Operator	\$	710.15	\$	18.6882	\$	724.35 \$ 19.0619
WD1	Highly Skilled Operator	\$	609.70	\$	16.0446	\$	621.89 \$ 16.3655
WD2	Leading Hand	\$	637.19	\$	16.7682	\$	649.94 \$ 17.1036
WC1	Skilled Operator	\$	595.39	\$	15.6682	\$	607.30 \$ 15.9816
WC2	Leading Hand	\$	622.89	\$	16.3918	\$	635.35 \$ 16.7196
<u>Machine Operator</u>							
WB1	Primary Machine operator	\$	584.92	\$	15.3926	\$	596.62 ^X \$ 15.7004
WB2	Leading Hand	\$	612.41	\$	16.1162	\$	624.66 \$ 16.4385
WB3	Fel Driver/Pan Room Operator/ Truck Driver	\$	577.56	\$	15.1988	\$	589.11 \$ 15.5028
WB4	Leading Hand	\$	605.06	\$	15.9227	\$	617.16 \$ 16.2411
WB5	Forklift Driver	\$	571.46	\$	15.0384	\$	582.89 \$ 15.3391
WB6	Leading Hand	\$	598.95	\$	15.7619	\$	610.93 \$ 16.0772
WB7	Burner	\$	566.37	\$	14.9044	\$	577.69 \$ 15.2025
WB8	Leading Hand	\$	593.86	\$	15.6280	\$	605.74 \$ 15.9405
<u>General Hand</u>							
WA1	Kiln Car Maint. Operator	\$	580.08	\$	15.2652	\$	591.68 \$ 15.5706
WA2	Leading Hand	\$	607.58	\$	15.9888	\$	619.73 \$ 16.3086
WA3	Trainee Operator/Strapper	\$	554.90	\$	14.6026	\$	566.00 \$ 14.8947
WA4	Leading Hand	\$	582.40	\$	15.3262	\$	594.04 \$ 15.6328
WA5	Crusher Area Hand	\$	543.31	\$	14.2977	\$	554.18 \$ 14.5836
WA6	Leading Hand	\$	570.81	\$	15.0213	\$	582.22 \$ 15.3217
WA7	Transfer Car/Cleaner/Lab	\$	542.83	\$	14.2849	\$	553.68 \$ 14.5706
WL1	Bricklayers	\$	678.90	\$	17.8657	\$	692.48 \$ 18.2230



Eastwood Site
BTPU Pay Office Classifications

Rate Code	Description								
EC1	Front End Loader	\$	588.65	\$	15.4907	\$	600.42	\$	15.8005
EC2	Leading Hand	\$	616.14	\$	16.2143	\$	628.47	\$	16.5386
EC3	Fork Lift	\$	570.59	\$	15.0154	\$	582.00	\$	15.3157
EC4	Leading Hand	\$	598.08	\$	15.7390	\$	610.04	\$	16.0538
EB1	Clay Storage Operator	\$	556.76	\$	14.6517	\$	567.90	\$	14.9447
EB3	Press Operator	\$	533.10	\$	14.0290	\$	543.76	\$	14.3096
EB5	Pan Operator/Loft	\$	533.10	\$	14.0290	\$	543.76	\$	14.3096
EA1	Spot Out	\$	571.10	\$	15.0289	\$	582.52	\$	15.3295
EA3	Classer	\$	520.28	\$	13.6915	\$	530.68	\$	13.9654
EA4	Leading Hand	\$	547.77	\$	14.4151	\$	558.73	\$	14.7034
EA5	Yardman/Burner	\$	517.66	\$	13.6226	\$	528.01	\$	13.8951
EA7	Burner 40 hr rate	\$	560.05	\$	14.7380	\$	571.25	\$	15.0328
EA8	Leading Hand	\$	587.54	\$	15.4616	\$	599.29	\$	15.7709
BE1	Face Setter	\$	533.10	\$	14.0290	\$	543.76	\$	14.3096
BE2	Setter	\$	533.10	\$	14.0290	\$	543.76	\$	14.3096



Eastwood Site

BTPU Pay Office Classifications

Award Classification	Austral Classification					
C	Front End Loader	\$ 588.65	\$ 15.4907	\$ 600.42	\$ 15.8005	
	Forklift	\$ 570.59	\$ 15.0154	\$ 582.00	\$ 15.3157	
B	Clay Storage Operator	\$ 556.76	\$ 14.6517	\$ 567.90	\$ 14.9447	
	Press Operator	\$ 533.10	\$ 14.0290	\$ 543.76	\$ 14.3096	
	Pan Operator/Loft	\$ 533.10	\$ 14.0290	\$ 543.76	\$ 14.3096	
A	Spot Out	\$ 571.10	\$ 15.0289	\$ 582.52	\$ 15.3295	
	Classer	\$ 520.28	\$ 13.6915	\$ 530.68	\$ 13.9654	
	Yardman/Burner	\$ 517.66	\$ 13.6226	\$ 528.01	\$ 13.8951	
Leading Hand Allowance		\$ 27.50		\$ 28.05		
Shift Allowance rotating burners		\$ 7.11		\$ 7.387%		
Production/Attendance Bonus						
	Yardman/Classer/Pan Operator	\$ 74.81		\$ 108.31		
	Clay Storage Operator	\$ 82.36		\$ 115.86		
	Forklift Driver	\$ 85.23		\$ 118.73		
	Burners	\$ 87.91		\$ 121.40		
	Fel Driver	\$ 89.30		\$ 122.80		
	Press Operator	\$ 99.28		\$ 132.78		
Sand Frit Allowance (1½) at Press Operator Rate						
Chute Money						
Piecework Rate (Press Operators+10%)		\$ 11.3785		\$ 11.6060		
	\$9.9303/thousand bricks	51250		51250		
	50,000 bricks	\$ 583.15		\$ 594.81		
Burners						
Note: Based on \$528.01(EA5)/week + 7.387% - shift allowance per shift - 38 hour week		\$ 517.66		\$ 528.01		
38 ordinary + 2 hours 1½ + 7.387% of \$528.01		\$ 594.08		\$ 608.70		
8 hours week day		\$ 14.8520		\$ 15.2176		
8 hours Saturday (1½ time)		\$ 20.4340		\$ 20.8426		
8 hours Sunday (2 times)		\$ 27.2453		\$ 27.7902		
8 hours RDO weekday		\$ 25.5424		\$ 26.0533		
8 Public Holiday (2½)		\$ 34.0566		\$ 34.7377		
8 hours RDO (2 times)		\$ 27.2453		\$ 27.7902		
(Based On....		\$ 517.66		\$ 528.01		
		\$ 13.6226		\$ 13.8951		



23 ANTI-DISCRIMINATION

It is the intention of the parties bound by this agreement to respect and value the diversity of the workforce and to achieve the object in Section 3(f) of the Industrial Relations Act, 1996 (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It is recognised that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.

Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

- a) any conduct or act which is specifically exempt from anti-discrimination legislation
- b) offering or providing junior rates to persons under 21 years of age
- c) any act or practice of a body established to propagate religion which is exempt under Section 56(d) of the Anti-Discrimination Act 1977 (NSW)
- d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

24. Appendix 2 – Agreed conditions for Eleven Hour working pattern Trial at Plant 1

(i.) Payment for the Standard Shifts:-

Monday to Friday 11 hours, 8 Ord +2 T&0.5 + 1 Tx2

Wednesday 5.5 at Ordinary

Saturday 11 Hours, 2 T& 0.5 + 9Tx2

Sunday 11 Hours at Tx2

The average number of hours worked in any week is 38.5

(ii.) Payment for overtime

After 11 hour day overtime is at Tx2

After 5.5 hour day first 2 hours at T&0.5 thereafter Tx2

Extra shift Monday to Friday 2hours T&0.5 thereafter Tx2

(iii.) Payment of Good attendance bonus prorata up to 5/4/02 \$25 for the first three days of untaken sick leave ; once off year 2002 only.

(iv.) Annual and long service leave to be taken in one week block, i.e. the entire roster for that seven day period. No part weeks . Yearly entitlement to annual leave is 152 hours. Hours paid for annual leave will be those that the employee was rostered to work and the entitlement will be debited by the same amount.



People working a spread of hours which regularly requires them to work Sundays and Public Holidays will be entitled to an extra 38 hours annual leave at normal shift earnings which will be paid out as a bonus in December each year. Entitlement to this bonus in lieu of the fifth weeks annual leave will be on a prorata basis for the proportion of the year each person has been on that working pattern.

(v.) Payment for public Holidays

Double Time & Half for hours worked

Single Time for hours of the rostered shift if not worked

7.6 hours at single time for a public holiday which falls on a rostered off day

(vi.) Sick pay on any day will be paid at single time. The employee has the choice of claiming either the hours of the shift which should have been worked or 7.6 hours only, in either case the hours of leave claimed and paid will be deducted from the employee's annual entitlement. The annual entitlement is five days at 7.6 hours in the first year of employment totaling 38 hours; in subsequent years it is eight days at 7.6 hours totaling 60.8 hours.

(vii.) The company's preferred method of operating this working pattern is fixed 3.5 days per week as this improves communication options between management and employees as well as between shifts since they see each other on the Wednesday changeover. In addition this pattern automatically provides an averaging of pays without any extra work or confusion on the part of the pay office. It also provides a stable and predictable working pattern for the employees.

Some employees prefer a four on four off pattern. This is less favourable for the company since it impedes communication, creates extra work in the pay office and has higher wage costs. The company will however provide an average pay system to those employees based on the above agreed interpretations of the shift if all the other issues are resolved as above and the company is compensated for this inconvenience and extra cost by the adoption of the mealbreaks which are being used at Punchbowl for the same eleven hour day working pattern.

These mealbreaks are : - Morning Tea 15 minutes

Lunch 20 minutes

Afternoon Tea 15 minutes

These meal breaks are to be staggered if the supervisor feels this is necessary to maintain plant efficiency. Adherence to these breaks is to be in accordance with clause 9h of the enterprise agreement.

(viii.) In addition as compensation for adopting this compromise the company is prepared to offer the same penalty rates for an eleven hour Saturday as punchbowl employees enjoy. Which is double time all day Saturday instead of time and a half for the first two hours.


This extra hours pay from the elimination of time and a half on Saturday will give an average pay of 54.5 hours per week to all employees on the 4 on 4 off working pattern and will provide an extra hours pay to those working the Saturday on 3.5x 3.5 whose pay will be 53.5 hours per week.



In the event that an employee is sick on a day where they are rostered to work, then the hours they were rostered to work will be deducted from their average pay at the appropriate penalty rates and their elected sick leave hours will be added on at single time to give their pay for the week.

25 SIGNATORIES

As an indication of their acceptance of the terms and conditions of this Agreement in accordance with the memorandum of understanding dated April 5,2002 ; the parties have placed their signatures below.

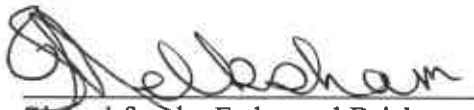


Signed for The Austral Brick
Company Pty Limited

25-Jun 2002.
Date :-



Witnessed



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

25.7.02
Date:-



Witnessed

