

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/171

**TITLE:** **Boral Roofing Wyee Enterprise Agreement 2006**

**I.R.C. NO:** IRC6/1714

**DATE APPROVED/COMMENCEMENT:** 23 March 2006 / 17 February 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/24.

**GAZETTAL REFERENCE:** 19 May 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 48

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of employed by Boral Montoro Pty Limited, Level 39, 50 Bridge Street, Sydney NSW 2000, at the company's Wyee site who are engaged in or in connection with the production of roofing tiles and accessories, who fall within the coverage of the Roofing Tile Makers (State) Award.

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

# **BORAL ROOFING**

## **WYEE**

### **ENTERPRISE AGREEMENT**

#### **1. PARTIES**

THIS ENTERPRISE AGREEMENT IS MADE BETWEEN BORAL MONTORO PTY LIMITED, trading as BORAL ROOFING, WYEE (ACN 002944694) (THE COMPANY) AND THE FEDERATED BRICK, TILE AND POTTERY INDUSTRIAL UNION OF AUSTRALIA, NSW BRANCH (THE UNION), REPRESENTING EMPLOYEES OF THE COMPANY AT ITS WYEE MANUFACTURING PLANT, IN ACCORDANCE WITH THE PROVISIONS OF THE NEW SOUTH WALES INDUSTRIAL RELATIONS ACT.

This Agreement is subject to approval by the Industrial Relations Commission of New South Wales.

#### **2. TITLE**

This Agreement shall be known as the Boral Roofing Wyee Enterprise Agreement 2006.

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#### **4. APPLICATION**

This Agreement applies to and is binding on:

- a) the company
- b) the union
- c) all employees of the company at the company's Wyee site engaged in, or in connection with the production of roofing tiles and accessories, whether or not a member of the union.

#### **5. PERIOD OF OPERATION**

This Agreement will operate from the first pay period, after certification, commencing on or after 17<sup>th</sup> February 2006 and will continue in force for a period of three years subject to the changes and provisions of the Industrial Relations Act (1996). After the agreement has been approved by the I.R.C.<sup>1</sup> back pay if held up by the commission to the sign off date.

The parties agree that negotiations for a new Agreement will commence no later than six months before the expiry of this Agreement. In any event once the normal term of the enterprise agreement expires on the 17th February 2009 the union can engage in further negotiation without any loss of "right" as described by the Disputes Settlement of procedure set out at Clause 38.

#### **6. NO EXTRA CLAIMS**

It is a term of this Agreement that the Parties will not pursue any extra claims for increases in wages, or productivity bonuses, for the duration of this Agreement, except in accordance with this agreement.

#### **7. SUPERSESSON**

This Agreement shall prevail over and operate to the exclusion of any former Industrial Agreement or Award that may have application to the employees bound by this Agreement.

#### **8. NO DURESS**

This Agreement has not been entered into under duress by any of the parties.

#### **9. SKILL LEVELS**

Operator Skill levels shall be determined using the Wyee Skills Audit and Performance Appraisal Process, whereby points are allocated to employees based on plant experience, qualifications, years of service, and other workplace contributions.

Maintenance Skill Levels shall be assessed against competency matrix in Appendix D.

QC/Yard Fork Lift Operators – Skill levels will be as follows:-

0 – 3 months	Level 1
3 months – 2 years	Level 2
Over 2 years	Level 3

#### **10. RATES OF PAY**

Employees shall be paid the following weekly rates of pay for their prescribed skill level in accordance with Clause 9.

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## WAGE SCALES FOR THE 3 YEAR PERIOD OF THE WYEE EBA

<b>Operator</b>	<b>\$ Rates of Pay Per 38 hr week</b>		
<b>Skill Level</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
1	614.95	638.32	662.58
2	654.38	679.24	705.05
3	711.58	738.62	766.69
3.5	772.98	802.35	832.84
4	834.40	866.10	899.02
5	965.37	1,002.06	1,040.13
<b>Maintenance</b>	<b>\$ Rates of Pay Per 38 hr week</b>		
<b>Skill Level</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
M1	643.83	668.30	693.69
M2	678.32	704.10	730.85
M3	712.82	739.90	768.02
M4	747.31	775.71	805.18
M5	781.79	811.50	842.34
M6	816.28	847.30	879.50
M7	850.78	883.11	916.66
M8	885.27	918.91	953.83
M9	919.76	954.71	990.99
M10	954.24	990.51	1,028.14
M11	988.74	1,026.31	1,065.31
M12	1,023.23	1,062.11	1,102.47
<b>QC / Yard forklift Operator</b>	<b>\$ Rates of Pay Per 38 hr week</b>		
<b>Skill Level</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
1	643.83	668.30	693.69
2	678.32	704.10	730.85
3	712.82	739.90	768.02

NOTE: Pay Rates excluding shift loading  
 Pay Rates based on 3.8% increase per annum.

### 11. PRODUCTIVITY BONUSES

- A. Weekly Productivity Bonuses based on production volumes of mainline tiles shall be payable to permanent Boral employees and casual employees after 3 months where specified monthly targets are met and shall commence from the date signed off by Management & Employees.
- B. Weekly Productivity Bonuses shall be paid in accordance with the Weekly Volume Bonus Tables in Appendix B, changing in line with budgeted requirements for each financial year. Weekly results of average mainline cars packed per day shall be rounded to the nearest figure shown in the corresponding table.

Average mainline cars packed per day is calculated by dividing the total number of mainline tiles yarded per day as recorded by the forklift operator and checked against the counters at packaging, divided by 960 (the number of pieces per kiln car) in accordance with Table 1.

- C. The bonus system ratio will be based on weekly bonus table one. For example on a 14 hours shift arrangement the bonus system ratio will be 14/16 whilst on the shift arrangement. Whatever hours are worked on a shift is the ratio for that shift. The examples may include 11/16, 12/16 and 14/16.

Hours – Includes regular rostered overtime e.g. 12 hour shift made up of 11 hours ordinary and 1 hours overtime.

- D. Payments of bonuses shall be displayed and paid at the weekly pay period.
- E. Employees absent from work for 1 week or more who are receiving Worker's Compensation shall not be eligible for a Weekly Bonus for their period of absence from the workplace.
- F. The bonus system will be regularly reviewed by the site consultative committee to ensure that the bonus system is achieving company and employee expectations.

Adjustments will not be made in circumstances:

- Where losses occur due to reasons external to the company's control. E.g. gas supply or kiln fluctuations.

Other circumstances will be considered by the company and the site consultative committee. Where agreement cannot be reached the Disputes Procedure will apply.

## 12. SUPERANNUATION

- A. Employees will be superannuated in accordance with the Superannuation Guarantee Act 1993, and other associated legislation as amended from time to time. The Boral Super is the default superannuation fund which all employees are offered membership to. All employees covered by this agreement will have the option of having their superannuation contributions paid into the Boral Super, C+Bus or a nominated fund. Employees must make such election by providing the Company with written confirmation of such elections.
- B. Employee Contributions: Employees may elect to make additional personal contributions to the fund. Salary sacrifice arrangements for superannuation will be available to weekly employees (other than casuals) during the life of this agreement.
- C. The amount contributed by the company must be consistent with the definition of Ordinary Time Earnings contained in the Australian Taxation Office ruling SGR 94/4, and includes any amount paid in lieu of annual leave loading and any amount paid in relation to a public holiday or financial members day, whether the employee is rostered to work or not.
- D. Cessation of Contributions: - An employee's eligibility for contributions to the fund will cease on the last day of employment with the Company and the Company will not make any contributions to the Trust in respect of any period beyond the last day of employment.

## 13. TRAINING

- A. The Company acknowledges its commitments to provide for its employees career paths and access to more varied, fulfilling and better paid jobs through training.
- B. In accordance with the needs of the Company, training will be provided to enable employees to qualify for classification and to make a contribution at higher levels of skill through Training and Accreditation.
- C. The Company will accept responsibility for the organisation of “on the job” training but employees will assist as required in the training of other employees. For training “off the job” required by the Company to meet its manning requirements and to provide career path opportunities for its employees the Company will arrange such training as appropriate.
- D. The Company will pay at the current classified level of skill during all training undertaken during normal working hours, except in the case of sub-clause 13E.  
(a) Penalty rates (Time and half) for attendance to ON Site Training, Boral Refresher Courses and Meetings eg Glaze Team.  
(b) Transportable courses to remain at Single Time.
- E. (a) A Level 5 operator trainee allowance of 7% of an employee’s ordinary hourly rate will be paid for other level operators relieving in a Level 5 position. A minimum of a full days relief must take place before this allowance is paid. That is, the following hours must be worked in a relief Level 5 position before the allowance is paid:
- 8 hours for relieving on a day work roster
  - 8.22 hours (day shift) or 8.07 hours (afternoon shift) for relieving on a 6 x 3 roster; and
  - 11 hours for relieving on a 4 x 4 roster.
- (b) After 300 hours in training, Level 5 operator rate to be paid when standing in position on a temporary or relief basis for longer than 4 consecutive shifts.
- F. For training undertaken “off the job” and outside normal working hours, and approved by the Company as being in accordance with the needs of the enterprise, the Company will reimburse all necessary fees and subject to the employee presenting appropriate documentation substantiating successful completion, at the end of each stage of the course.
- G. An employee who is required to attend a Company sponsored training course at the workplace, and is not rostered to work, will be paid at ordinary time rates of pay for such attendance to a Transportable Course.

An employee required to attend a Company sponsored training course which is held away from the workplace will be paid their ordinary time rate of pay for a maximum of 8 hours if rostered off, or for a maximum of the employee’s normal rostered hours for that day if rostered on, provided that the course is conducted during normal business hours.

The Company will not be liable for the payment of penalty rates of overtime in relation to an employee’s attendance at a training course.

An employee required to travel to an external training course will be reimbursed in relation to the mode of transport used as follows:

1. At the rate of Current ATO rate per kilometre for the use of employee's private motor vehicle; or
2. the cost of public transport fares.

#### H. Trade Union Training Leave

A duly elected union delegate or representative (other than a casual employee) who has been so notified to the Company by the Branch Secretary of the employee's union will be allowed leave without loss of pay to attend Trade Union Training Courses approved and/or conducted by the Trade Union.

1. The Union will make written application to the Company stating the following details:
  - a) the name of the employee seeking leave;
  - b) period of time for which leave is sought;
  - c) title, description and content of the course to be attended;
  - d) the location of the course; and
  - e) the name of the person or organisation conducting the course.
2. Only union delegates or representatives who have completed twelve months continuous service with the company (or a lesser period of service as may be agreed between the Company, the Union and the employee) will be eligible for such leave.
3. An application for such leave will be made eight weeks prior to the date of commencement of the course or a lesser period as may be agreed upon between the Company, the Union and the employee.
4. The granting of such leave will be subject to the Company being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Company may postpone the taking of leave by an employee where unforeseen circumstances arise subsequent to the granting of the leave but prior to the employee's departure to attend the course. However, the Company may not use this sub-clause to avoid any obligation under this Clause.
5. Subject to the provisions of this Clause an employee who is a recognised union delegate or representative by the Company will be allowed leave in accordance with the following criteria:

No. of employees Covered by the Agreement	No. of Employees Eligible to Attend each year	Total No. of Days Leave per year
15 – 50	1	5
51 – 100	2	10
101 and over	3	15

6. Any days not taken in each year will not be cumulative.
7. The Company will not be liable for any additional expenses associated with an employee's attendance at a Trade Union Training Course other than for the payment of ordinary time for such absence. For the purpose of this sub-clause ordinary time will include shift allowances where applicable.



8. Should a Rostered Day Off fall during an employee's attendance at a course, a day in lieu of that day will not be granted.
9. Where an employee fails to attend the course or courses for which leave has been granted by the Company the employee will notify the Company as soon as possible of the non-attendance and the period thereof. The Company will not be required to make payment for any period of leave granted, unless the employee can substantiate that the failure to attend the course was due to illness. In this regard payment will be made in accordance with Clause 21.
10. Leave taken pursuant to this Clause will be counted as continuous service for purposes of this agreement

## **14. IMPROVEMENT TEAMS**

The Company will encourage employees to participate in workplace committees to further improve the Company's processes, products and services. Payment will be made at penalty rates (time and half) of pay for attendance at meetings. Payment will be made at normal overtime rates for other committee work outside of meetings.

Payment for Travel time – Area 1 - Radius of up to 30 km to be paid 1 hour at ordinary time rate and in excess of 30 km to be paid 2 hours at ordinary time rate.

## **15. TERMS OF ENGAGEMENT**

### **A. Full-time Employees**

1. Full-time employees will be engaged by the week except during the first two weeks of employment which will be on daily hire.
2. The first three months of employment with the Company will be a probationary period. Formal advice on non-performance will be given by the Team Leader or Site Manager. If the Company considers the employee's performance to be unsatisfactory, then the employment will be terminated at any time during this period on the giving of one week's notice or payment in lieu. The probation may be extended up to an additional, but not more than 3 months where there is a concern about the employee's performance. The employee shall be notified in writing of this extension prior to the expiration of the initial probationary period.

### **B. Part-time Employees -**

1. For the purpose of this Agreement a part-time employee will be defined as an employee who is engaged by the week to work on a part-time basis for a constant number of hours being less than 38 hours per week.
  - a) For positions covered by this agreement the total number of part-time/casual employees will not exceed 10% of the total work force. Provided that this ratio may be reviewed in consultation with a shift representative or Consultative Committee.
  - b) A part-time employee will be paid an hourly rate of one thirty-eight of the appropriate Skill Level Rate for the task performed, as prescribed in Clause 10. In addition, a part-time employee shall be entitled to payments of annual leave, sick leave and all other authorised leave on a proportional basis.

- c) A part-time employee who works in excess of the hours fixed under the employee's daily ordinary hours of employment shall be paid overtime. Overtime for part-time employees who work in excess of their ordinary daily hours will be entitled to the same overtime allowances as permanent day workers who work in excess of 8 ordinary hours as stipulated in Clause 18.
- d) A full-time employee who converts to part-time employment shall transfer all accrued Award and legislative entitlements and his/her employment shall be deemed to be continuous.
- e) The first three months of employment with the Company will be a probationary period. Formal advice of non-performance will be given by the Team Leader or Site Manager. If the Company considers the employee's performance to be unsatisfactory, then the employment will be terminated at any time during this period on the giving of one week's notice or payment in lieu. The probation may be extended up to an additional, but not more than 3 months where there is a concern about the employee's performance. The employee shall be notified in writing of this extension prior to the expiration of the initial probationary period.

C. Casual Employees/Labour Hire -

For the purpose of this Agreement a "Casual" employee will be defined as an employee who is hired on a daily basis either directly or through a labour hire firm.

- a) Casual employees may be engaged to ensure continuous operation of the Plant for the following purposes:
  - (1) sick leave, annual leave, long service leave; or
  - (2) absences or restriction to capacity due to work injuries (workers compensation); or
  - (3) training requirements; or
  - (4) cover peak load situations such as emergencies and/or short term production demands, delivery or export requirements.
  - (5) "probationary labour hire" to fill a full time vacancy during the trial period.
- b) In the event that the Company needs to cover a labour requirement as set out in a) 1 – 4 above, the Company will initially make all reasonable efforts to cover such a need by offering overtime to current employees.
  - (1) If absence is 2 days or less overtime will be used.
  - (2) If absence is greater than 2 days casual or overtime may be used at management discretion.
- c) For positions covered by this agreement the total number of casual/part-time employees will not exceed 10% of the total work force. Provided that this ratio may be altered in consultation with a shift representative or the Consultative Committee. This clause does not include or alter in anyway the site work practices applicable to contract of maintenance activities not performed by the permanent maintenance employees.
- d) "Probationary Labour hire" can only be engaged to fill a full time vacancy or part time vacancy during a trial period. Engagement up to the first 12 weeks will be worked on a probationary hire basis and during the probationary

period can be terminated by a day's notice (or payment in lieu). Once the probationary labour hire is made a permanent employee then the company (new employee) probationary period of 3 months will apply from the first day of employment. This probation will expire after 3 months and may not be extended.

- e) Casual employees will receive pay at the hourly rate of one thirty-eight of the rate of pay for the relevant skill level. In addition 20% casual loading will be added to the hourly rate to cover leave and other entitlements.

D. Maintenance Contractors -

Contractors working fulltime in permanent contract maintenance positions shall be paid according to the Wye Maintenance skills audit matrix.

E. QC/Yard Forklift Operator –

- (i) Shall be day work positions only and be separate from the factory.

- (ii) QC/Yard forklift operator may be able to gain further skills in the factory provided a vacancy exists in the appropriate area only.

## 16. TERMINATION OF EMPLOYMENT

- A. Employment may be terminated by either the Company or the employee at any time during the week in accordance with the notice or payment in lieu of notice as stipulated under Section 170CM(2) of the Workplace Relations Act 1996 (refer appendix G). No notice is to be provided where termination is in accordance with sub clause 16 E.
- B. An employee who fails to give the appropriate notice may forfeit moneys to the equivalent of the notice period required.
- C. The Company will not terminate an employee's employment for reasons related to the employee's conduct or performance unless the employee has been given the opportunity to defend himself or herself against the allegations made or the Company could not reasonably be expected to give the employee that opportunity.
- D. Following a request from the terminated employee, the Company will provide a written statement of accreditation detailing the period of employment and the type of work performed.
- E. The Company may dismiss any employee without notice for serious misconduct. In such case the employee will be paid only up to the time of dismissal.
- F. Despite any other provision of this Agreement the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
  - 1. any strike outside the Company;
  - 2. any major breakdown of machinery; or
  - 3. any stoppage of work for which the Company is not responsible.

The Company shall utilise employees with appropriate skills before using outside labour in the event of 1 to 3 above.

## **17. HOURS OF WORK (DAY WORKERS)**

- A. The ordinary hours of employment will be an average of 38 hours per week.
- B. Subject to the provisions of sub-clause C. ordinary hours are to be worked over a five day period, Monday to Friday, with eight hours being worked on each day between the hours of 5:30am and 6:00pm.
- C. Ordinary hours may be worked according to the following arrangement, in accordance with the needs of the enterprise and by agreement with the majority of the employees affected:
  - 1. 7.6 hours per day from Monday to Friday; or
  - 2. 8 hours per day Monday to Thursday and six hours on Friday;
  - 3. 8 hours per day from Monday to Friday, in which case employees will accrue one leisure day in each 20 day work cycle which the employee will be rostered to take according to the needs of the operation. A maximum of 12 leisure days will be allowed in any one year.
  - 4. Four days at 9.5 hours
  - 5. Three days at 10 hours and one day at 8 hours.
- D. In accruing the leisure day in sub-clause C3 public holidays and other paid leave days, (excluding annual leave, long service leave and unpaid leave) will count as an eight hour day worked.
- E. Employees required to work on a normally rostered leisure day will be paid at overtime rates or provided with an alternative day off in lieu, in accordance with the needs of the operation by mutual consent.

## **18. OVERTIME (DAY WORKERS)**

- A. Overtime calculations will be based upon the Skill Level Classification rate applicable to the employee in accordance with Clause 10.
- B. Employees who work in excess of 8 ordinary hours on any week day (Monday – Friday) will be paid at the rate of time and one half for the first two hours and double time for each subsequent hour.
- C. Work performed on Saturday or Sunday will be paid at the rate of double time with a minimum payment of four hours.
- D. All work performed on public holidays will be paid at the rate of double time and one half in lieu of any other penalty rate, with a minimum payment of four hours.
- E. An employee required by the Company to work overtime in excess of the ordinary hours on any one day will be entitled to a break of 10 hours before resuming ordinary work on the next day.

If the employee is required by the Company to resume ordinary work before the 10 hours have expired the employee will be paid at the rate of double time for all time so worked until released from duty for 10 consecutive hours during which time the employee will suffer no loss of pay for such ordinary working time occurring during such absence.

- F. Employees may work a reasonable amount of overtime when required.
- G. An employee recalled to work overtime after leaving the Plant at the end of normal work for the day, will be paid at the appropriate rate set out in this Clause for a minimum of four hours.
- H. When an employee finishes working overtime at a time when reasonable means of transport is not available, the Company will provide that employee with transport to his/her home or to the nearest public transport.

## 19. SHIFT WORK

The following provisions will apply in lieu of provisions for day workers as set out in Clause 17.

- A. Shift work may be worked as follows:
  - 1. Night shift in rotation with day shift, or permanent night shift to be worked in accordance with Clauses 17C1, C2 or C3; or
  - 2. By shift rostering in accordance with Appendix C of this Agreement.
  - 3. Monday to Friday Afternoon shift finishing at or before 12:00 am on
    - i Four week days at 9.5 hours or
    - ii Three days at 10 hours and one day at 8 hours
  - 4. Monday to Friday Night shift finishing after 12:00 am on
    - i Four week days at 9.5 hours or
    - ii Three days at 10 hours and one day at 8 hours

Parts 3 and 4 will only apply to Maintenance personnel.

- B. The Company may require employees to work on one of the above shift arrangements after consultation with the site consultative committee with the giving of at least 28 days notice, or such earlier time (but not less than 7 days) where the situation is critical to the operation of the business, to the employees affected. Any alteration to the shift roster will require at least 48 hours notice to the employees affected.
- C. In determining shift rosters employees may be required to work up to 11 ordinary hours in any one 24 hour period and an average of 38 hours in any one week, over one of the following extended periods:
  - 1. 308 hours over an 8 week cycle (4x4 roster as per Appendix C)
  - 2. 684 hours over a 18 week cycle (6x3 roster as per Appendix C)
  - 3. Headley model shift structure (4x4 spread of hours Appendix C)
- D. Overtime for 6 x 3 roster employees:
  - 1. Overtime worked Monday to Friday will be paid at a rate of time and one half for the first two hours and double time thereafter.
  - 2. Overtime worked on a Saturday or Sunday, either on a rostered day off or on overtime worked in addition to ordinary Saturday or Sunday shift hours, will be paid at a rate of double time.
- E. Overtime for 4 x 4 roster employees:
  - 1. All overtime worked which is in addition to the ordinary rostered shift will be

paid at a rate of double time.

2. An overtime shift worked on an employee's rostered day off on a Monday to Friday will be paid at a rate of time and one half for the first two hours and double time thereafter.
3. An overtime shift worked on an employee's rostered day off on a Saturday or Sunday will be paid at a rate of double time.

"shift" means the ordinary rostered time worked in any one day.

4. Overtime worked on a Public Holiday shall be paid at the public holiday rate  
i.e. Mon – Sat 250%,  
Sun 300%

- F. Employees may work a reasonable amount of overtime when required. For Health & Safety and to minimise fatigue this should not exceed 50% of rostered time off i.e. not more than 2 of 4 days rostered off.
- G. An employee required by the Company to work overtime in excess of the ordinary hours on any one day will be entitled to a break of 10 hours before resuming ordinary work on the next day.

If the employee is required by the Company to resume ordinary work before the 10 hours have expired the employee will be paid at the rate of double time for all time so worked until released from duty for 10 consecutive hours during which time the employee will suffer no loss of pay for such ordinary working time occurring during such absence.

- H. The provisions of sub-clause G will apply to shift workers as if eight hours were substituted for ten hours when overtime is worked:
- for the purpose of changing shift rosters; or
  - where a shift worker does not report for duty and a day worker or shift worker is required to replace such a shift worker; or
  - where a shift is worked by arrangement between the employees themselves.
- I. Shift workers will be paid the following Shift Loading in addition to the Skill Level Classification rate in respect to all ordinary hours worked:

<b>DAYS</b>	<b>SHIFT</b>	
Mon – Fri	Afternoon	15%
Mon - Fri	Nightshift	30%
7 days	Dayshift 4x4 & 6x3	29%
7 days	Day/Afternoon Rotating	32%
7 days	Day/Night Rotating	40%
7 days	4x4 Permanent Afternoon	34%
7 days	4x4 Permanent Nightshift	52%

Note: The current 4 x 4 14 hour day using the spread of hours is outlined in Appendix C part 1 and the current shift agreement in part 2.

Subject to sub-clause 18D, a premium of 50% for Saturday and 100% for Sunday will be paid in respect of ordinary time worked.

- J. Employees who are absent on paid Sick Leave will be paid at the appropriate Skill Level Classification rate of pay without the inclusion of the Shift Loading.

- K. i) When a shift (or the greater part of a shift) falls on a public holiday Monday to Friday, employees will be paid an extra 150% for their rostered hours.  
Total 250%
- ii) When a shift falls on a public holiday on a Saturday, an employee will be paid 150% for the hours worked and 100% for the public holiday. Total 250%
- iii) When a shift falls on a public holiday on a Sunday, an employee will be paid 200% for the hours worked and 100% for the public holiday. Total 300%.
- iv) When a shift worker is rostered off duty on a public holiday such employee will be paid an extra days pay (11 hours for 4x4 employees, 8.15 hours for 6x3 employees).
- v) When a shift worker is rostered off duty on a public holiday and works overtime on that day an employee will be paid double time for all time worked plus an extra days pay.
- L. An employee on day shift will remain at his/her work station until relieved by the afternoon shift operator. In the event that the afternoon shift operator does not relieve within the shift cross-over period, communications with a Level 5 Operator/Production Team Leader must take place before leaving work.

## 20. MEAL BREAKS & ALLOWANCE

- A. A day work employee will be allowed an unpaid meal break of 30 minutes to be taken between 4 and 6 hours after the commencement of work. In addition, such an employee will be allowed a paid refreshment break of 10 minutes duration in the first half of ordinary hours worked on each day, to be taken to suit the needs of the operation.
- B. All shift work employees will be allowed a paid meal break of 30 minutes to be taken according to the needs of the operation from 4 to 6 hours after the commencement of the shift. In addition, employees will be provided with one paid refreshment break of 10 minutes in the first half of each shift, to be taken at a time to suit the needs of the operation. Employees engaged on the 4x4 Roster, in accordance with Appendix C of this Agreement, will be provided with a second 10 minute paid refreshment break in the second half of each shift to be taken at a time to suit the needs of the operation.
- C. Employees required to work through a meal break will be paid at the rate of time and one half, (and double time for 4x4 roster) for the 30 minutes when the meal break would have been taken and allowed an additional unpaid 30 minutes for the meal subsequently to be taken.
- D. Because of the requirement for continuous operation of the Plant, an employee may agree to monitor equipment or machinery during a meal break "on station" and in case of an emergency, staff may be used to operate the Plant while a relief employee is being obtained.
- E. An employee required to work overtime for more than 1.5 hours after the completion of their shift and who was not notified of the requirement by their Level 5 operator/Production Team Leader on the previous day or earlier will be supplied with a meal by the Company or paid the sum of \$11.66<sup>2</sup> with a further \$10.04<sup>3</sup> for each subsequent meal.
- F. An employee required to work overtime for more than 2 hours after normal ceasing time, will be allowed an unpaid rest break of 30 minutes and a similar break after each further 4 hours of overtime actually worked.
- G. An employee working overtime on a rostered day off will have a paid meal break. This includes working on both day work and shift work operations.

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<sup>2</sup> 1/3/07 - \$12.10. 1/3/08 - \$12.56

<sup>3</sup> 1/3/07 - \$10.42. 1/3/08 - \$10.81

## 21. SICK LEAVE

Employees (other than casual employees) who are 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 in accordance with the following provisions:

- A. During the first year of service an employee will be entitled to paid sick leave which will accrue on the basis of 6 hours and 20 minutes of ordinary time at the commencement of each month, provided that payment for such leave may be withheld until after the completion of the first three months service.
- B. An employee will become eligible for 76 hours of sick leave at the commencement of each subsequent year of service.
- C. No payment will be made for any absence for which Workers' Compensation is paid.
- D. The employee will advise the Company of the expected absence, its cause and the likely duration, prior to the employee's normal commencement time.
- E. An employee will be required to provide the Company with satisfactory evidence of the illness or injury if absent from work for a period of two or more consecutive days. An employee will not be required to provide satisfactory evidence of illness or injury for a maximum of two single day absences per year of service.
- F. Any untaken sick leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine sick leave.
- G. Sick Leave shall be in hours. A total of 76 hours may be taken by any employee in the first year as the employees anniversary year. After the first year other accrued sick leave hours may be used as and when appropriate.

Provided that employees who exercise their option to retire upon reaching retirement age and who have accrued sick leave in excess of 128 hours shall be entitled to have their accrued sick leave paid out, but up to a maximum of 200 hours.

An employee shall also be entitled to sick leave payout as a result of redundancy or death.

## 22. ANNUAL LEAVE

- A. Subject to the NSW Annual Holidays Act 1944, at the completion of each year of employment with the Company employees will become entitled to four weeks annual leave. A week being defined as the average number of hours worked per week by the employee during a complete cycle of their normal rostered work/shift pattern.
- B. An annual leave roster shall be prepared by the Shift Team Leader from the 1st May each year. Employees should submit annual leave requests for annual leave in the period 1st May to 30th April, the following year, by the 1st February. The leave roster shall be completed by 28th February.
- C. Where more than two employees request the same period of annual leave a ballot will be held to determine who will be on annual leave for that period.
- D. For school holidays, Easter and Christmas periods priority will be given to employees in order of last having the period on annual leave. I.e. If four employees apply for 4 days over Christmas, where 2 employees have worked the previous Christmas and two were on leave, the two employees who worked previously would go into a ballot.



If three employees apply for a school holiday period and all have previously had school holidays off then priority goes to the employee who has had the longest period since being on annual leave for the school holidays.

- E. The Annual Leave Act states:  
"The annual holiday shall be given by the employer and shall be taken by the worker before expiration of a period of six months after the date upon which the right to such holiday accrues"  
i.e. If your anniversary date is the 30th June the employer can expect you to take your annual leave by the 30th December.
- As a result of this clause the employer has the right to assign the dates annual leave is to be taken into gaps in the annual leave roster giving one months notice to the employee concerned providing the annual leave has been accrued for at least 6 months.
- Gaps in the annual leave roster will be filled from start to finish of the roster with employees having the most accrued leave first.
- F. Swapping of allocated annual leave between employees on the same shift may be approved subject to manning requirements. Requests shall be in writing to the team leader signed by both employees.
- G. Where practicable, employees will give the Company one months notice of their wish to take annual leave, and the granting of such leave will be subject to Company approval.
- H. Employees (other than casual employees), may be paid for the leave period in advance unless otherwise requested, at the rate of pay they would normally receive for their skill level.
- I. Annual Leave will be given and taken in either:
- one continuous period; or
  - more than one period, of not less than one week (or one 4 day shift for 4x4 employees or one 6 day block for 6x3 employees), by agreement with the Company and the employee; or
  - a period of less than four days requested by an employee and agreed to by Management.
- J. Approval for more than two employees on annual or long service leave at the same time may be granted by the site manager. Where two or more people are on annual or long service leave for any period casual labour may be used to cover the absence.
- K. Where a public holiday, as prescribed in Clause 23 of this Agreement, occurs during any period of annual leave taken by an employee, annual leave will not be deducted for the Public Holiday.
- L. Where the employment of an employee is terminated that employee will be paid all untaken annual leave and accrued leave up to the date of the termination of employment, at the normal rate of pay for the employee's Skill Level.
- M. Annual Leave Loading (day workers)
1. An employee who takes annual leave will be paid a loading of an additional 17.5 % of that employee's skill level rate of pay for the period of leave.

2. An employee who is terminated by the Company will be paid a loading in accordance with sub-clause 1 above, for all untaken leave to which the employee is entitled at the date of leaving the Company. No payment of leave loading will be made to an employee who has been terminated by the Company for misconduct.

N. Annual Close Down

1. Where the Company intends to temporarily close (or reduce to a minimum) the operation or part thereof for the purpose of allowing annual leave to employees or the majority of them, the Company may give one months notice in writing to the employees (or in the case of an employee engaged after giving such notice, notice on the date of the employee's engagement) that the Company elects to close the operation for the nominated period.
2. Employees who have entitlement to annual leave or pro-rata annual leave will be paid such leave in advance of the commencement of the close down.
3. Employees with insufficient annual leave entitlement for the close down will be given leave without pay for the period of absence, without any negative effect on the employee's continuity of service or accrual of entitlements.
4. In the event that work is available during the close down period, employees with insufficient leave entitlement will be given preference for remaining in employment, provided that they have the necessary skills and experience.

O. Shift Workers

In addition to the forgoing provisions of this Clause, the following provisions will apply to shift workers:

1. Subject to the NSW Holiday Act 1944, at the completion of each year of employment with the Company, employees will become entitled to four weeks annual leave. A week being defined as the average number of hours worked per week by the employee during a complete cycle of their normal rostered work/shift pattern (e.g. 4 weeks annual leave accrual for 4 x 4 shift equals 154 hours ).

Employees engaged as shift workers in accordance with Clause 19 of this Agreement will have deducted from their annual leave entitlement the "normal" ordinary hours for each shift taken as annual leave.

For example the 4 x 4 roster is 11 hours normal time on any rostered shift. Employees working the 4 x 4 shift pattern will have 11 hours deducted from their annual leave entitlement for each shift taken as annual leave.

Other shift patterns will be treated in the same manner when determining the number of hours to be deducted for each shift taken as annual leave

2. Shift workers will be paid their normal shift rate of pay for an average 38 hour week whilst on annual leave. This rate of pay includes the relevant shift work loading which will be paid in lieu of the annual leave loading prescribed in sub-clause G of this Clause.
3. An employee will work according to the normal shift roster up to the commencement of, and upon return to work at the conclusion of the annual leave period.
4. A Shift worker who works for a full year on a seven day shift pattern will, in

addition to the 4 weeks annual leave entitlement set out in sub-clause A. of this Clause be entitled to either receive an additional weeks pay at the shift work rate or take a fifth week of annual leave. The additional weeks pay or fifth week of annual leave will be made available to the employee, upon his/her request in writing to the Company, at any time during the year provided that the employee has accrued the entitlement.

The company will attach to employee pay slips to two consecutive pay cycles each November an election form allowing employees to nominate not to be paid out their fifth week of annual leave. Where an employee has not claimed the additional weeks pay during the year, or nominated by 30<sup>th</sup> November not to be paid for the fifth week the appropriate amount will be paid to the employee in the last pay period prior to Christmas.

For those employees engaged on the 4 x 4 shift pattern the fifth week will be deemed to consist of four shifts of 11 hours duration

5. A seven day shift employee who is engaged for part of the year as a day shift worker will be entitled to a pro-rata payment of the additional weeks pay based on the proportion of the year worked on shift provided for in paragraph 4 above.
6. For those employees engaged on a 6 x 3 shift pattern, the four weeks annual leave accrual will equal 19 average shifts ( 154.7 hours) and the fifth week will be deemed to equal five average shifts ( 40.71 hours)

## **23. PUBLIC HOLIDAYS**

- A. For the purpose of this Agreement, public holidays will include the following days:  
New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Financial Members Day, (1st Monday in December or other day arranged by mutual consent) and any other days proclaimed as holidays in New South Wales either as substitution for or in addition to any of the above.
- B. The operation of the Plant requires that production continue normally on public holidays. Employees required to work will be paid penalty rates as prescribed in Clause 18D and Clause 19K.
- C. An employee will not be entitled to receive payment for any public holiday or group of public holidays if absent from work without leave on a working day immediately preceding and/or following such public holiday or group of public holidays and scheduled days off unless such absence is occasioned by ill health or accident to the employee concerned. Such evidence to be supported by:
  - A certificate from a legally qualified practitioner; or
  - A statutory declaration; or
  - such other evidence as will be satisfactory to the Company.
- D. Where two or more of the holidays provided for in this Clause occur within one week, such holidays will be deemed to be a group of holidays.

## **24. PAYMENT OF WAGES**

- A. All wages will be paid by Electronic Funds Transfer to an appropriate bank account as nominated by the employee so as to ordinarily ensure the monies will be available to the employee before bank closing at 4pm on Thursday of each week.

- B. For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

## **25. BEREAVEMENT LEAVE**

- A. An employee (other than casual employees) will on the death within Australia of a wife, husband, same sex partner (including de facto spouse), father, mother, brother, sister, child, step-child, foster child, mother-in law, father-in-law, foster parents or guardians and others at discretion of Management be entitled on notice to leave, up to and including the day of the funeral of such relation and such leave will be without deduction of pay for 2 ordinary days or shifts of work.
- B. Proof of such death will be furnished by the employee to the satisfaction of the Company. This clause will have no operation while the period of entitlement coincides with any other period of entitlement to leave.

## **26. JURY SERVICE**

An employee (other than casual employees) required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had the employee not been on jury service.

## **27. PARENTAL LEAVE**

Parental Leave will be provided in accordance with the Boral Parental Leave Policy of 1st July 2004.

Parental leave generally refers to three types of leave, these being Maternity Leave, Paternity Leave and Adoption Leave.

## **28. FAMILY LEAVE**

- A. An employee (other than casual employees) with responsibilities in relation to a class of person set out in sub-clause D of this Clause who needs their care and support will be entitled to use, in accordance with this sub-clause, sick leave entitlements, for the purpose of providing care and support for such persons when they are ill.
- B. As an alternative to taking sick leave for this purpose, an employee may elect, subject to Company consent, to take one week of annual leave in any calendar year. The Company may also give the employee approval for the employee to take limited time off in lieu of overtime (on the basis of one hour for each hour of overtime worked); make-up time in relation to ordinary hours; or unpaid leave.
- C. An employee will be required, where practicable, to give the Company prior notice of intention to take leave. If it is not practicable for the employee to give prior notice of absence, the employee will notify the Company by telephone of the absence at the first opportunity on the first day of absence.

At the time of notifying the Company of the absence, the employee will provide the Company with the following information:

- The name of the person requiring care;
- the relationship of the person to the employee;
- the estimated duration and the reason for taking such absence, and
- a medical certificate or statutory declaration establishing the illness of the person

concerned and that a need for care was required, on return to work.

D. Definitions of Class of Employee

An employee's entitlement to leave under this provision is subject to the person concerned being:

- a spouse of the employee; or
- a de facto spouse who, in relation to the employee is a person of the opposite sex and who lives with the employee as husband or wife of the employee on a bona fide domestic basis, although not legally married; or
- a child or adult child (including an adopted child, a step child or an ex nuptial child), parent, (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse (including de facto spouse) of the employee; or
- a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or
- a relative of the employee who is a member of the same household where for the purpose of this paragraph:

“relative”: means a person related by blood, marriage or affinity;

“affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

“household” means a family group living in the same domestic dwelling.

## 29. FIRST AID

- A. Training in basic First Aid will be made available to all employees, the employee will be required to pay the cost of the First Aid Training Course, and the Company will reimburse the fee upon successful completion of the course.
- B. An employee who holds a current First Aid Certificate such as a certificate from St. John Ambulance or a similar body will be paid an allowance of \$13.07<sup>4</sup> per week in addition to the normal wage rate.

## 30. PROTECTIVE CLOTHING

The Company shall provide protective clothing for employees to meet all OH&S requirements.

## 31. MANGANESE DIOXIDE & OTHER OXIDES

The Manganese Allowance was bought out by the percentage increase in the 2006 agreement.

## 32. AMENITIES AND HYGIENE

The Company shall provide change rooms, lunchrooms, lockers and hot and cold showers. Hot water for making tea, cool drinking water, a first aid kit and adequate sanitary accommodation shall be provided for the use of all employees including those in the pit.

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<sup>4</sup> 1/3/07 - \$13.57, 1/3/08 - \$14.08

### **33. ATTENDANCE AT REPATRIATION CENTRES**

Employees being ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:

- A. such lost time does not exceed four hours on each occasion;
- B. payment shall be limited to the difference between ordinary wage rates and any payment received from the Repatriation department as a result of each visit;
- C. the provisions of this clause will apply to a maximum of four such attendances in any year of service with the employer;
- D. the employee produces evidence satisfactory to the employer that he or she is required to and subsequently does attend a repatriation centre.

### **34. UNION MEETINGS**

- A. Employees will be allowed to attend one meeting in each three month period for union business without loss of pay. The meeting will be held by agreement with the Company at a time suitable to the operation of the Plant and arranged at least 14 days in advance. This will total 12 hours for the life of this agreement.
- B. During EBA negotiations or other issues, meetings arranged in conjunction with Management and Employees.
- C. Payment will be made in respect of employees attendance at the meeting for a maximum of one hour at the employee's ordinary time rate of pay.

### **35. INTRODUCTION OF CHANGE**

- A. Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and the union, if the employees are members.
- B. Significant effects include termination of employment, major changes in the composition of the Company's work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs. However, where this Agreement makes provision for alteration of any of the matters referred to herein, alteration will be deemed not to have a significant effect.
- C. The Company will discuss with all the employees affected and, if they are members of the union, the union, among other things, the introduction of the changes referred to in sub-clause A, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- D. The discussions will commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub-clause A.
- E. For the purposes of such discussion, the Company will provide in writing to all the employees concerned, and if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the Company will not be required to disclose

confidential information, the disclosure of which would be detrimental to the Company's interests.

## 36. REDUNDANCY

- A. Notwithstanding the provisions of this Clause, the Company may shut down its Plant or part thereof for a period of up to three months and stand down employees for such periods, without incurring a liability for redundancy payments in accordance with this Clause. During such a period Annual Leave and Long Service Leave entitlements will continue to accrue.

Should a decision be taken not to re-open the Plant or part thereof during or at the end of the three month period, then the Company will make redundancy payments in accordance with this Clause to those employees whose positions become redundant. The effective date of such redundancy is the date at which the employee was originally stood down.

- B. Where the Company has made a definite decision that the Company no longer wishes the job an employee has been doing, done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the Company will hold discussions with the employees directly affected and, with their union.
- C. The discussions will take place as soon as practicable after the Company has made such decision and will cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- D. For the purposes of the discussion the Company will, as soon as practicable, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the Company will not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.
- E. Subject to the discussions held under sub-clause B of this clause, selection of redundant employees will be as follows;
1. The Company in the first instance will call for volunteers.
  2. Upon assessment of the numbers and classifications of those employees who volunteer for redundancy the Company reserves the right to refuse such volunteers where the skills and/or experience are vital to the Company's future needs.
  3. Where there is a shortfall in the number of volunteers the Company will proceed to select the balance of the number required for redundancy using the following criteria:
    - nature of work skills required to meet the job requirements;
    - other skills held by individual employees;
    - employment service with the Company including:
      - Length of Service
      - Performance, attendance and warnings.
- F. In addition to the period of notice prescribed for ordinary termination in Clause 16, an

employee whose employment is terminated for reasons set out in sub-clause B will be entitled to the following amount of severance pay in respect to a continuous period of service:

1. Employees with less than seven years of service.

Employees with less than seven years of service will be paid in accordance with the scale below.

Years of Continuous Service	
0 < 1	Nil
1 < 2	5.0 weeks
2 < 3	8.75 weeks
3 < 4	12.5 weeks
4 < 5	15.0 weeks
5 < 6	17.5 weeks
6 < 7	20.0 weeks

2. Employees with more than seven years of service

Employees with more than seven years of service will receive 2.5 weeks pay per year of service exceeding seven years. The total benefits paid will not exceed 52 weeks. Should the company elect to make payment in lieu of a notice period then such payments will be in addition to the 52 week total listed above.

“Weeks pay” means the ordinary time rate of pay for the classified skill level for the employee concerned. Provided that in the case of shift workers the rate will include the Shift Loading.

- G. No payment will be made to an employee who is offered a suitable position at another location within the Boral Group of Companies. However, if the employee finds the position is not suitable during a trial period of up to three months, and the employee leaves or is terminated during that period, then redundancy payments will be made in accordance with sub-clause F above at the date of termination of employment.
- H. An employee who is given notice of redundancy may terminate employment at any time during the notice period. In such cases, the employee will be paid the severance benefit, however, no payment in lieu of the outstanding notice period will be paid.
- I. Where a decision has been made to terminate employees in the circumstances outlined in sub-clause B, the Company will notify the Government Department or equivalent, where 10 or more employees are to be terminated, as soon as possible giving relevant information including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- J. The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this Clause.
- K. This Clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including misconduct, or in the case of casual



employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

### **37. COUNSELLING & DISCIPLINARY PROCEDURES**

- A. Team Leaders and Managers will counsel employees in regard to all minor instances of unacceptable behaviour, rather than allow them to go unchecked until disciplinary action is required.
- B. When disciplinary action is required the following procedure will be used:
  - 1. As soon as the Shift Team Leader becomes aware of a situation or circumstance possibly requiring disciplinary action the Shift Team Leader will promptly notify the Site Manager or delegated Manager.
  - 2. The Site Manager or delegated Manager will have the matter investigated as soon as practicable after receiving the advice.
  - 3. Should the Site Manager or delegated Manager decide that disciplinary action is required, then the employee will be interviewed in the presence of the employee's delegate.
  - 4. The Site Manager or delegated Manager will make the employee fully aware of the reasons why disciplinary action is proposed and will give the employee an opportunity to explain the behaviour.
  - 5. If the Site Manager or delegated Manager decides to take disciplinary action, then the employee will be given a first written warning in the presence of the employee's delegate. A copy of the warning will be placed on the employee's file.
  - 6. If further disciplinary action in respect to the same employee is taken by the Site Manager or delegated Manager, then a second and final written warning will be given in the presence of the employee's delegate and a copy placed on the employee's file.
  - 7. The employee has the right to place a written comment on any warning.
  - 8. If further disciplinary action is required in respect to the same employee, then the employee will be formally terminated in the presence of the employee's delegate.
  - 9. Written warnings held on the employee's file, will lapse and may not be used for further disciplinary action after a period of twelve months.
  - 10. If the Site Manager or delegated Manager decides that serious misconduct has occurred, then a Union Organiser will be advised by telephone and given the opportunity to attend when disciplinary action is being advised to the employee. Such action may exclude the above procedure and include summary dismissal as provided in Clause 16E of this Agreement.
  - 11. All counseling sessions will be documented and a copy placed in the personnel file.

## **38. DISPUTES SETTLEMENT PROCEDURE**

- A. The following procedure will be followed in dealing with any dispute arising out of the operation of this Agreement or any matter relating to the employment of personnel covered by this Agreement:
1. The employee or employees concerned will discuss the matter with the immediate Shift Team Leader in the presence of the union delegate if the employee(s) so wish(es).
  2. If the matter is not resolved it will be brought to the attention of the Site Manager or Delegated Manager who will attempt to settle the matter by consultation.
  3. If the matter remains unresolved, and the employee so wishes, the Secretary of the Union (or the Secretary's representative) will be advised, and further discussion will be held in an attempt to settle the matter.
  4. If the above steps are unsuccessful it will be referred to the New South Wales Industrial Relations Commission for decision.
  5. While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
  6. All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

## **39. PAYROLL DEDUCTIONS**

The company agrees to make deductions from the employees pay for health insurance, memberships, etc. if authorised by the employee in writing.

## **40. SITE DRUG AND ALCOHOL POLICY**

- (a) People affected by alcohol and or other drugs are a safety hazard to themselves and all others present in the workplace. Employees shall participate in the Wyee site Drug and Alcohol Policy (developed by the site safety committee), which will include employees participating in peer identification, intervention and support of those persons who are unsafe/unfit for work.
- (b) A person who is affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (c) Where there has been an accident, incident or injury on site, and there is cause to believe that drugs or alcohol may be a contributing factor, the employee(s) will undergo a drug or alcohol test.
- (d) The decision on whether drugs or alcohol may be a contributing factor will be made on the basis of the findings of the initial investigation.
- (e) The drug and alcohol tests will be administered by a Boral treating doctor.
- (f) Where it is found that the employee was under the influence of drugs or alcohol the provisions of the Boral Bricks Drug and Alcohol guidelines will apply.

## 41. LONG SERVICE LEAVE

Long Service Leave will be in accordance with the Long Service Leave Act (NSW) 1955.

In lieu of the provision of 0.866 weeks long service leave per year of service, after the completion of 15 years of service employees shall accrue long service leave at the rate of 1.3 weeks per year.

## APPENDIX A:

# *Wye Operator Skills Audit & Performance Appraisal Process*

*Reviewed October 2005*

### 1.0 Introduction

#### *Performance appraisal for Boral Roofing – Wye*

Background: The Wye Development Committee (WDC) has developed a performance appraisal system which incorporates:

- Personal performance assessment;
- A review of team and individual training and development needs; and
- A skills audit process which incorporates a grading scale against which employees' skills can be assessed, and a system which determines the level/classification of employees.

#### *About this document*

This document provides you with information about the skills audit and performance appraisal process developed by the Wye Development Committee.

The skills audit and performance appraisal process was developed in June 1996 and after being voted in by employees was implemented in July 1996. Since then a number of suggestions for improvement have been received by the EB Committee and these have been addressed as part of updating this document.

The performance appraisal process is an important tool for promotion and progression throughout the Plant.

## 2.0 Overall Process

### *What is involved?*

The skills audit and performance appraisal process is summarised on the following page.

### *The role of the EB Committee*

The EBC is responsible for monitoring the process; for responding to any questions raised by employees; and for making recommendation for improvements as required.

### *When will you receive a skills audit?*

Skills audits will be undertaken:

- Upon completing a skills audit request form prior to 1 June each year (if you think you have reached a level where you may be ready to move to the next level); or
- If you have recently joined, at the completion of your 3 months work experience.

### *How do you request a skills audit?*

- Skills audit request forms are available from Production Team Leaders.
- If you want to undergo a skills audit, in addition to the annual review you need to complete a skills audit request form and provide a copy to a Production Team Leader. You should also retain a copy for your own records.
- A Production Team Leader has 14 days to meet with you and undertake your skills audit.
- If there is no contention with the points you are awarded and you are upgraded to the next level, your promotion will be effective from the date of your appraisal.
- If there is a dispute with the points you are awarded the dispute resolution process as outlined below will apply.

### *Who will assess you?*

You will be assessed by all Production Team Leaders and level 5 Operators. As part of this process you will be asked to complete the skills audit process yourself and bring this to a meeting with a Production Team Leader.

The Production Team Leaders will meet prior to your appraisal discussions to discuss your assessment. Level 5 Operators will also be consulted to assist with the assessment process. A Production Team Leader will then discuss with you the allocated points based on your level of skill and the experience you have in each of the areas of the plant.

You will be appraised by whichever Production Team Leader has the available time when your request is made.

### *Dispute resolution - what if there is a dispute?*

If there is a dispute between you and a Production Team Leader in relation to your allocated points, your dispute can be dealt with as follows:

- You will be required to complete a skills audit dispute form to document that you disagree with the points allocation. This form should be provided to the Site Manager, at which time you will have the opportunity to discuss your dispute with the Site Manager.
- Your appraisal will be reviewed by all Level 5 Operators and Production Team Leaders (in conjunction with the Site Manager) and you will be given feedback about whether the initial points allocation is considered to be fair. As part of this review some alterations may be made to your points allocation.
- Should there still be a dispute after this review, the dispute resolution procedures as outlined in the Enterprise Agreement will apply.

You will receive a response within 4 weeks of lodging your dispute.

### *Timetable*

The **timetable** for completing the skills audit/performance appraisal process must link in with the timetable for the whole of Boral. A suggested timetable is as follows:

- Production Team Leader appraisal (done by Site Manager) May.
- Operator appraisals: Pre-appraisal handed out Mid June.
- Pre-appraisal work to be complete and handed to Production Team Leader by 1st week in July.
- Production Team Leader pre-work complete by 1st week in July.
- Meeting of Production Team Leaders /Level 5 Operators By mid July
- Skills audit/assessment \*Commence mid July complete by mid Sept
- Dispute resolution October
- Level 5 Operator's appraisal (done by Production Team Leaders)End October.
- Will be completed in the order they are returned.

The above timetable is relevant for the annual performance appraisal and skills audit. As noted earlier, you can request a skills audit at any time. To ensure there is no confusion between the annual skills audit and specific requests, all specific requests must be received by a Production Team Leader prior to 1 June. You will receive feedback on your results by 15 June.

## 3.0 The Points System

### *What points will you get?*

Details of the points allocated for different skills in the plant are outlined on Table 1.

### *How will you be ranked?*

Points are allocated to each skill area depending on the degree of difficulty of doing that job/having that skill; the impact that job/skill has on the quality of the finished product; and the level of responsibility required to do that job/acquire that skill.

For each skill area you will be given a rating between 1 and 4.

The definition for each of the rating scores are as outlined below:

FIRST NAME	SURNAME	PHONE No.	START DATE	SHIFT ALLOCATION	FIRST AID CERTIFICATE (EXPIRY DATE)	CLAY PREPARATION & LOADER OPERATOR	EXTRUDER / PRESS OPERATOR	DIE SHOP OPERATOR	GLAZELINE OPERATOR	MAIN LINE TILE SETTING OPERATOR	PACKAGING OPERATOR / INSPECTION	SHIFT FORKLIFT OPERATOR
			*			3	6	2	5	3	2	2
Last Years Points												
Last Years Points Total												
Test Yourself Here ⇨												
Test Yourself Total												
Appraisal Points Here ⇨												
Appraisal Points Total			*									

**Skill Points Available**

Defines the Points allocated to each position judged on degree of difficulty impact and

**Committee Participation**

Enter Number of Committees  
 Points accrued based on  
 1 Committee =  
 4 Points @ 80% Attendance  
 3 Committees =  
 12 Points @ 80% Attendance

**Rating Value**

Opportunity for operator self assessment for each position during completion of the Skills Audit.

The Skills Audit is then subject for

Employees Signature:.....

Date:.....

Rating	Definition
1	Beginning to gain a general understanding of the requirements of the position and the duty statement. Assistance and supervision required at most times.
2	General understanding for the position and duty statement; gaining experience in the area and as a result only occasional assistance/supervision is required.
3	Good knowledge of the duty statement, able to work independently in the area, requiring supervision/assistance only at times when difficult situations arise.
4	Performs the job at a high level under all situations, outstanding in all aspects of the duty statement and has the ability to train others and has spent suggested time in the particular area of the plant.

Your rating will be relative to that of other Operators i.e. there will be a comparison between how well you do the job compared to others who are also doing the same job as you. The ratings will be decided upon by the Production Team Leaders as part of the skills audit process.

Your rating (i.e. 1-4), multiplied by the skill points available to that skill provides you with the final points for that area of operation eg. accessory tile press 1 is worth 3 points, so if you are given a rating of 3, you will receive a total of 9 points for that area.

#### *What points are allocated for participation on Committees?*

Points will be allocated for participation on Committees on the following basis:

- You must complete the **full term** on the Committee as follows:
  - OH&S - 12 months.
  - QA/Business Improvement Team - 12 months.
  - Enterprise Agreement - the life of the negotiation of the Enterprise Agreement.
  - Other Committees as approved by the EB Committee/Management..
- You can be on a maximum of two Committees at any one time.
- 4 points will be allocated for participation on Committees, with a maximum of 12 points available.
- You must attend 80% of meetings to be eligible to receive the points. Attendance at committee meetings will be recorded in an attendance book and will be signed off by the Chair of that Committee at the end of each meeting. This attendance book will be available for inspection by Production Team Leaders as part of the skills audit and performance appraisal process.
- You retain your points after completion of your term on the Committee.



### *What about extra duties?*

You will be encouraged to take on extra duties as they arise within the plant. Details of extra duties you undertake will be recorded and put on your personnel file.

This information will be reviewed when you are being considered for promotion.

Points will not be allocated for taking on extra duties, as extra duties may not be available to all employees.

### *What about bottlenecks?*

As far as possible, you will be given an opportunity to improve your points by gaining experience in all areas of the plant.

This means that some employees will need to be rotated throughout the plant to provide opportunities for you to gain different experience. If necessary, some employees may be moved to different parts of the plant to make way for you to gain experience in those areas. Similarly, you may also have to be moved within the plant to make way for others to gain experience.

Employees may be given the opportunity to move across shifts when possible.

If you are requested to move, your individual requirements will be considered (e.g. safety issues).

A training plan will be continually updated for each Shift by the Shift Production Team Leaders.

### *How long will you need to stay in each area?*

You will be required to spend different amounts of time in each area, depending on the complexity of that area and your ability to pick up the skills in that area.

A **guideline** with suggested times to be spent in each area of the plant is shown below.

<b>Area of plant</b>	<b>Suggested Time</b>
Clay preparation	6 months
Mainline Extruder/Press **	12 months
Die shop	3 months
Glazeline **	12 months
Setting	6 months
Tile Inspection	3 months
Packaging	3 months
Forklift	6 months
Accessory Press 1	6 months
Accessory Presses 2 & 3	6 months
Accessory Glazeline	3 months
Kiln Car Repairs & Accessory – Hand spraying	3 months
Accessory Setting	3 months
Accessory Packaging	3 months

Accessory Hand moulding	6 months
Despatch Forklift	6 months

\*\* Must serve before moving to Level 4

People learn at different rates, will have different levels of experience and may request to move at different times

In moving around the plant you will need to work in with the training requirements for all employees.

Employees on day work will be given the opportunity to move onto shift work as positions become available.

#### 4.0 Grading Scale

*What is the grading scale?*

The grading scale is as follows:

Level	Points	Percentage
1	0 - 25	73
2	26 - 68	78
3	69 - 110	85
3.5	111 – 153	92
4	154 +	100

If there is a change in overall number of points the above percentages will continue to apply.

#### 5.0 Progressing through the Plant

*How do you progress through the plant?*

The progression through each of the levels will be as follows:

- From **level 1 to 4** - progression will be based on achieving points as outlined in the grading scale.
- **Level 5 operator-** there must be a Level 5 Operator's position available. The decision to offer an employee a Level 5 operator's position will be made by Production Team Leaders and the Site Manager.

*At what level do new employees start?*

All new full-time and part-time employees will commence at level 1 and serve a 3 month probationary period. At the end of that probationary period (or 3 months work experience) they will be assessed and then classified.

All new full-time employees will commence at level 1 and after serving an equivalent of 3 month's full-time they will be assessed and then classified.

A person whom has been previously employed can be assessed and level determined.

## 6.0 Duty Statements

### *When will you receive your Duty Statement?*

You should receive your Duty Statement when you start work in a new area. If you do not you should notify a Production Team Leader immediately. A Level 5 operator and the person training you in a particular area will induct you in all aspects of the Duty Statement.

### *When will Duty Statements be updated?*

The BIT will continually update Duty Statements as required. If you have suggestions for improvement you should notify your Team Leader.

## 7.0 External Training

### *General Comments*

In respect of external training, the philosophy of the company is to encourage employees to undertake **relevant** training and to ensure that they receive appropriate points for the relevant training they undertake.

### *What points do you get for training?*

The points allocated for training will be 4 points for completion of course.

### *What courses are available?*

The courses listed below are examples and if employees are interested in undertaking training which they consider is relevant to the workplace, then they should approach the EB Committee/Management and it will be up to the EB Committee/Management to make an assessment as to the relevance of that training and the points which will apply for undertaking that training.

Communications & Industrial Relations

Hand & Power Tools

Quality Concepts

Materials Handling

Electrical Fundamentals

Heavy Clay Technology

Mechanical Components

Occupational Health & Safety

Ceramic Technology

Industrial Mouldmaking

Kilns & Firing for Industrial Applications

Mechanical Forming Techniques (Ceramic Industrial Applications)

Production Supervision

## 8.0 Years of Service

### *General Comments*

Points are allocated for years of service at Wyee. Up to a maximum of 24 points are available for 8 years of service. Relevant years of experience are recognised as follows:

On Completion of:

- 1 year - 3 points
- 2 years - 6 points
- 3 years - 9 points
- 4 years - 12 points
- 5 years - 15 points
- 6 years - 18 points
- 7 years - 21 points
- 8 years - 24 points

## **APPENDIX B: WEEKLY VOLUME BONUS TABLE 1**

### **For All Shift Patterns**

<b>Bonus</b>	<b>% Budget</b>	<b>11 hr</b>	<b>12 hr</b>	<b>14 hr</b>	<b>16 hr</b>
		Mainline Kiln Cars packed per day			
\$10	95%	30.40	33.25	38.95	44.65
\$15	96%	30.72	33.60	39.36	45.12
\$20	97%	31.04	33.95	39.77	45.59
\$25	98%	31.36	34.30	40.18	46.06
\$30	99%	31.68	34.65	40.59	46.53
<b>\$40</b>	<b>100%</b>	<b>32.00</b>	<b>35.00</b>	<b>41.00</b>	<b>47.00</b>
\$50	101%	32.32	35.35	41.41	47.47
\$60	102%	32.64	35.70	41.82	47.94
\$70	103%	32.96	36.05	42.23	48.41
\$80	104%	33.28	36.40	42.64	48.88
\$90	105%	33.60	36.75	43.05	49.35

**APPENDIX C: SHIFT ROSTERS**

**6x3 SHIFT ROSTER  
18 Week Cycle**

	SHIFT	W	T	F	S	S	M	T	Hrs Worked	Hrs Paid
WEEK 1	D	-	-	-	A	A	A	A	32.27	38
	E	D	D	D	D	D	D	-	49.31	38
	F	A	A	A	-	-	-	D	32.42	38
WEEK 2	D	A	A	-	-	-	D	D	32.57	38
	E	-	-	A	A	A	A	A	40.34	38
	F	D	D	D	D	D	-	-	41.09	38
WEEK 3	D	D	D	D	D	-	-	-	32.87	38
	E	A	-	-	-	D	D	D	32.72	38
	F	-	A	A	A	A	A	A	48.41	38
WEEK 4	D	A	A	A	A	A	A	-	48.41	38
	E	D	D	D	-	-	-	A	32.72	38
	F	-	-	-	D	D	D	D	32.87	38
WEEK 5	D	-	-	D	D	D	D	D	41.09	38
	E	A	A	A	A	A	-	-	40.34	38
	F	D	D	-	-	-	A	A	32.57	38
WEEK 6	D	D	-	-	-	A	A	A	32.42	38
	E	-	D	D	D	D	D	D	49.31	38
	F	A	A	A	A	-	-	-	32.27	38
WEEK 7	D	A	A	A	-	-	-	D	32.42	38
	E	-	-	-	A	A	A	A	32.27	38
	F	D	D	D	D	D	D	-	49.31	38
WEEK 8	D	D	D	D	D	D	-	-	41.09	38
	E	A	A	-	-	-	D	D	32.57	38
	F	-	-	A	A	A	A	A	40.34	38
WEEK 9	D	-	A	A	A	A	A	A	48.41	38
	E	D	D	D	D	-	-	-	32.87	38
	F	A	-	-	-	D	D	D	32.72	38
WEEK 10	D	-	-	-	D	D	D	D	32.87	38
	E	A	A	A	A	A	A	-	48.41	38
	F	D	D	D	-	-	-	A	32.72	38
WEEK 11	D	D	D	-	-	-	A	A	32.57	38
	E	-	-	D	D	D	D	D	41.09	38
	F	A	A	A	A	A	-	-	40.34	38
WEEK 12	D	A	A	A	A	-	-	-	32.27	38
	E	D	-	-	-	A	A	A	32.42	38
	F	-	D	D	D	D	D	D	49.31	38
WEEK 13	D	D	D	D	D	D	D	-	49.31	38
	E	A	A	A	-	-	-	D	32.42	38
	F	-	-	-	A	A	A	A	32.27	38
WEEK 14	D	-	-	A	A	A	A	A	40.34	38
	E	D	D	D	D	D	-	-	41.09	38
	F	A	A	-	-	-	D	D	32.57	38
WEEK 15	D	A	-	-	-	D	D	D	32.72	38
	E	-	A	A	A	A	A	A	48.41	38
	F	D	D	D	D	-	-	-	32.87	38

WEEK 16	<b>D</b>	D	D	D	-	-	-	A	32.72	38
	<b>E</b>	-	-	-	D	D	D	D	32.87	38
	<b>F</b>	A	A	A	A	A	A	-	48.41	38
WEEK 17	<b>D</b>	A	A	A	A	A	-	-	40.34	38
	<b>E</b>	D	D	-	-	-	A	A	32.57	38
	<b>F</b>	-	-	D	D	D	D	D	41.09	38
WEEK 18	<b>D</b>	-	D	D	D	D	D	D	49.31	38
	<b>E</b>	A	A	A	A	-	-	-	32.27	38
	<b>F</b>	D	-	-	-	A	A	A	32.42	38

**CALCULATION OF HOURS**

**Day shift = 8 hours 13 minutes (8.217 hours)**  
**Afternoon Shift = 8 hours 4 minutes (8.067 hours)**

**Shift 'D' total hours = 684 per roster cycle**  
**Shift 'E' total hours = 684 per roster cycle**  
**Shift 'F' total hours = 684 per roster cycle**

$$\frac{684}{18} = 38 \text{ Hours average per week}$$

**29% Loading is paid to cover shift and weekend penalties – except overtime**

**APPENDIX C (CONT.)**

**4x4 SHIFT ROSTER  
8 Week Cycle**

	SHIFT	W	T	F	S	S	M	T	Hrs Worked	Hrs Paid
WEEK 1	<b>A</b>	11	11	11	-	-	-	-	33	38
	<b>B</b>	-	-	-	11	11	11	11	44	38
WEEK 2	<b>A</b>	11	11	11	11	-	-	-	44	38
	<b>B</b>	-	-	-	-	11	11	11	33	38
WEEK 3	<b>A</b>	-	11	11	11	11	-	-	44	38
	<b>B</b>	11	-	-	-	-	11	11	33	38
WEEK 4	<b>A</b>	-	-	11	11	11	11	-	44	38
	<b>B</b>	11	11	-	-	-	-	11	33	38
WEEK 5	<b>A</b>	-	-	-	11	11	11	11	44	38
	<b>B</b>	11	11	11	-	-	-	-	33	38
WEEK 6	<b>A</b>	-	-	-	-	11	11	11	33	38
	<b>B</b>	11	11	11	11	-	-	-	44	38
WEEK 7	<b>A</b>	11	-	-	-	-	11	11	33	38
	<b>B</b>	-	11	11	11	11	-	-	44	38
WEEK 8	<b>A</b>	11	11	-	-	-	-	11	33	38
	<b>B</b>	-	-	11	11	11	11	-	44	38

## CALCULATION OF HOURS

**Daily hours = 11 per day**

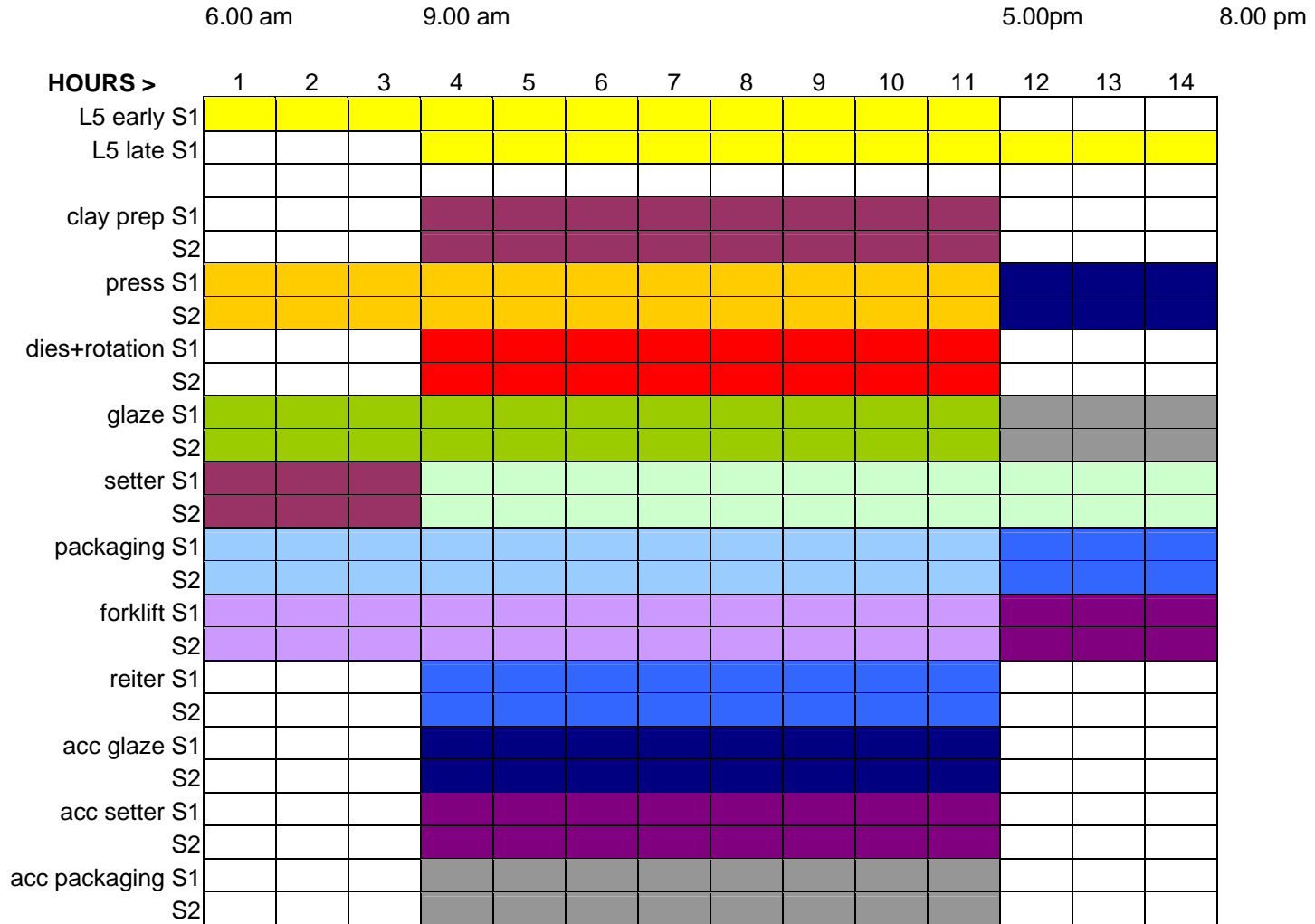
$$\begin{aligned}\text{Total hours worked per roster cycle} &= \frac{308}{8 \text{ weeks}} \\ &= 38.5 \text{ average hours per week}\end{aligned}$$

**Relevant Shift Loading is paid to cover:**

- 1. additional 0.5 hours average per week**
- 2. Shift allowance**
- 3. weekend penalties**

# 14 Hour shift

## Spread of Hours – example only





- Level 5 Operator
- press operator
- glaze operator
- setter operator
- packaging
- forklift
- die operator
- clay prep
- acc 1
- acc 2
- acc 3
- acc 4

**4x4x11 HOUR SHIFTS**

**NOTE** 2 Level 5 Operators per shift  
1 relief operator per shift to cover annual leave

TOTAL OPERATORS PER SHIFT IS 14 WITH ONE PERSON  
NORMALLY ON ANNUAL LEAVE

## **APPENDIX D: MAINTENANCE SKILLS AUDIT**

### **A) WYEE MAINTENANCE SKILL LEVEL AND PERFORMANCE APPRAISAL PROCESS**

The performance appraisal process provides for personal performance assessment against a skills matrix set out in Appendix D1 to D2.

Performance appraisals can be requested at any time. There must be at least 6 months between requests for assessment.

The maintenance team leader has 14 days to meet with you and undertake your skills audit. If there is no contention and you have achieved a new level, this will be effective from the next pay week after the audit. If the audit is disputed then the disputes process can occur.

The maintenance team leader will conduct the audit. Prior to the audit the maintenance team leader will consult with other team leaders and maintenance persons.

If there is a dispute between you and the maintenance team leader in relation to your level then you can complete a audit dispute form to document your disagreement and submit it to the Site manager who will discuss the issues with you. The Site Manager, a Production team leader, Maintenance Team leader and the maintenance EBC representative will review your audit. You will be given feedback by the EBC representative on the outcomes.

If the matter is still under dispute then the dispute resolution procedures in the Enterprise Agreement will apply.

Management, in agreement with the maintenance employees, can add additional levels or modify the duties in existing levels to accommodate changes in technology and changes to plant operation.

### **B) MAINTENANCE TEAM LEADER RELIEF**

For maintenance employees requested to perform the maintenance planning and inventory management duties of the Maintenance Team Leader an allowance of 7% will be paid for the first 76 hours. If the employee has shown the duties can be competently performed then an allowance of 16% shall be payable for all future periods.

### **C) MATRIX ASSESSMENT PROCESS**

Employees need to achieve the competencies for the listed level. Where an employee exhibits higher performance in one competency it may be used to offset a lesser level of capability in another competency.

## APPENDIX D

<b>Mechanical Skills Matrix - Final 13/2/06</b>							
<b>SKILLS</b>	<b>LEVEL M6</b>	<b>LEVEL M7</b>	<b>LEVEL M8</b>	<b>LEVEL M9</b>	<b>LEVEL M10</b>	<b>LEVEL M11</b>	<b>LEVEL M12</b>
<b>Standard Qualifications</b>	Mechanical Trade Certificate or equivalent experience and demonstrated aptitude.	Mechanical Trade Certificate or equivalent experience and demonstrated aptitude.	Mechanical Trade Certificate	Mechanical Trade Certificate	Mechanical Trade Certificate	Mechanical Trade Certificate	Mechanical Trade Certificate
<b>Extra Qualifications</b>	Forklift ticket, elevated work platform EWP ticket, Confined Space entry or willingness to attain qualification.	Partial completion of relevant Post Trade Qualification.( Eg 72hrs)	Partial completion of relevant Post Trade Qualification.( Eg 120hrs)	Partial completion of relevant Post Trade Qualification.( Eg 200hrs)	Completion of relevant Post Trade Qualification. Eg Assoc Diploma, Advanced Cert, Clay Technology	Completion of relevant Post Trade Qualification. Eg Assoc Diploma, Advanced Cert, Clay Technology	Completion of relevant Post Trade Qualification. Eg Assoc Diploma, Advanced Cert, Clay Technology
<b>Plant Experience</b>	Gaining experience in Plant	Minimum 1 year Wyeec plant experience or equivalent industry experience	Minimum 3 year Wyeec plant experience or equivalent industry experience	Minimum 5 year Wyeec plant experience or equivalent industry experience	Minimum 7 year Wyeec plant experience or equivalent industry experience	Minimum 9 year Wyeec plant experience or equivalent industry experience	Minimum 10 year Wyeec plant experience or equivalent industry experience
<b>Plant Knowledge</b>	Learning the operational functions in areas of Plant	Has operational function experience in all areas of plant sufficient to perform maintenance duties	Has operational function experience in all areas of plant sufficient to assist operators to get out of difficulty	Has operational function experience sufficient to assist operators to get out of difficulty and train other fitters	Has operational function experience in all areas of plant sufficient to train operators in all mechanical aspects	Has operational function experience in all areas of plant sufficient to train operators in all mechanical aspects	Has operational function experience sufficient to train operators in basic electrical and all mechanical aspects
<b>Mechanical Drawings</b>	Read & understand mechanical drawings for all plant areas.	Read & understand mechanical drawings for all plant areas sufficient for maintenance to be performed. Able to sketch drawings of parts required or changes to drawings required.					
<b>Ability to work on pumps</b>	Sufficient to assist operator during production	Sufficient to assist operator during production	Ability to strip and repair all types of pumps .	Ability to strip and repair all types of pumps .	Proven ability to strip and repair all types of pumps , identify replacement parts and reassemble .	Proven ability to strip and repair all types of pumps , identify replacement parts and reassemble .	Proven ability to strip and repair all types of pumps , identify replacement parts and reassemble
<b>Installation and modification skills</b>	Follow instructions and work to a tradesman like standard.	Follow instructions and work to the required standard.	Complete plant modifications and improvements to a tradesman like standard.	Can design small modification projects and install to a tradesman like standard.	Can design medium sized modification projects and install to a tradesman like standard.	Design, plan and coordinate medium sized projects with site and contract labour.	Can design and coordinate major modification projects including electrical work.

<b>Fault Finding skills</b>	Attempts to identify faults in a timely a organised manner	Attempts to identify faults in a timely a organised manner	Identify faults in a timely a organised manner	Able to identify between mechanical and electrical faults promptly and correctly.	Uses electrical aptitude to help solve problems and can train other fitters.	Can use electrical aptitude to assist electricians.	Can identify all plant problems efficiently and can train other fitters.
<b>Computer skills</b>	Ability to learn standard site application programs	Learning the standard site application programs required to perform maintenance	Able to use the standard site application programs required to perform maintenance	Good skills in the standard site applications such as Mex, Word and Excel	Good skills in the standard site applications such as Mex, Word and Excel	Good skills in the standard site applications such as Mex, Word and Excel	Can use Outlook and MS Project.
<b>Maintenance Documentation</b>	Learning to enter Time cards and Requests into Mex	Enter time cards and requests into Mex. Can access plant history, spares and outstanding work orders.	Can use Mex for all standard main tasks. Including stores and APL's.	Can review effectiveness of maintenance policies and recommend changes	Can review effectiveness of maintenance policies and recommend changes	Can write specifications for new products required and medium sized plant upgrades.	Can write specifications for major plant upgrades.
<b>Modification Documentation</b>	Learning Plant Mechanical documentation locations and Procedures	Can locate Mechanical documentation and Procedures	Updates Mechanical documentation as required and follows procedures	Designs, Implements and updates Mechanical documentation as required.	Designs, Implements and updates Mechanical documentation as required.	Designs, Implements and updates Mechanical documentation as required.	Designs, Implements and updates Mechanical documentation as required.
<b>Spare Parts</b>	Learning stores Procedures	Uses stores Procedures correctly.	Can use Mex to locate spares.	Can order normal spare parts in line with purchasing procedure.	Can identify spares holding requirements for plant items and standardisation of spares.	Uses stores procedure correctly and purchases mechanical spare parts.	Can fully perform the purchasing function and maintain mechanical spares inventory.
<b>Pneumatics and Hydraulic Skills</b>	Ability to learn about site Pneumatics and Hydraulics	Learning about Site Pneumatics and Hydraulics	Can understand basic Pneumatic and Hydraulic drawings. Capable of solving basic problems.	Solid understanding of Pneumatic and Hydraulic systems. Capable of solving problems.	Post trade qualification in Pneumatics & Hydraulics	Can design and coordinate pneumatic/hydraulic plant changes.	Can design and coordinate pneumatic/hydraulic plant changes.
<b>Welding and Fabrication Skills</b>	Learning to weld and fabricate sufficiently to perform maintenance.	Can weld and fabricate sufficiently to perform maintenance.	Has good welding and fabrication skills.	Can design and construct fabrications to a suitable standard.	Post trade qualification in Welding & Fabrication or proven ability	Post trade qualification in Welding & Fabrication or proven ability	Post trade qualification in Welding & Fabrication or proven ability
<b>Supervision skills</b>	Follows instructions and can works to the direction of supervisors and other maintenance persons.	Can prioritise jobs and works efficiently unsupervised	Can perform plant upgrade work unsupervised with basic written instruction an. Will ask for guidance as required.	Can perform plant upgrade work including liaising with operators and stakeholders to achieve the correct outcomes.	Can supervise and direct other electricians and fitters on major maintenance and project tasks.	Ensures the maintenance function is performed in all situations without the need for direction or supervision.	Can supervise electrical and mechanical trades and contractors to meet deadlines and achieve the required outcomes.

<b>Kiln Supervision</b>	Ability to learn Fundamentals of Kiln and car movements	Learning the fundamentals of the Kiln and car movements	Understands alarms, kiln car movement and can do a manual push	Can maintain top fire burners.	Can use control screen and alarms to assist electrician fault find.	Can use control screen and alarms to assist electrician fault find.	Can use control screen and alarms to identify and locate faults.
<b>Machining</b>	Learning to machine and fabricate sufficiently to perform maintenance.	Can machine sufficiently to perform maintenance.	Has good machining skills.	Can understand and machine to the required tolerances. Can use the lathe or mill as required.	Post trade qualification in machining or proven ability.	Post trade qualification in machining or proven ability.	Post trade qualification in machining or proven ability.
<b>Attendance</b>	Punctual attendance is required. Maintenance employees are expected to be ready with tools at their nominated start time.						
<b>Relief</b>	Maintenance employees are required to provide leave relief for other maintenance employees as outlined in the position description.						
<b>Initiative in Approach</b>	Maintenance employees are expected to use initiative and tenacity to assist the maintenance team improve the performance of the plant within the level of plant knowledge and experience they have.						

Achievement of a higher skill level may in some circumstances be used to balance a lower score in another competency. i.e. It may be possible to achieve the next level if all competencies are not fully achieved.

**APPENDIX E: CONSULTATIVE COMMITTEE MEMBERS**

**A. Management Representatives**

Eric Angus signed .....date.....

Stephen Head signed .....date.....

Christine Mickkelsen signed .....date.....

**B. Employee Representatives**

Gavin Meakes signed .....date.....

Bruce Oxenbridge signed .....date.....

David Richards signed .....date.....

Terry Smart signed .....date.....

Mark Starkey signed .....date.....

## APPENDIX F: SIGNATORIES

In recognition of their acceptance of the terms and conditions of this Agreement the parties have placed their signatures below as indicated:

SIGNED on behalf of The Federated Brick, Tile and Pottery Industrial Union of Australia, NSW Branch:

Signature.....Date.....

Position Held.....

Witnessed.....Date.....

SIGNED on behalf of Boral Montoro Pty. Limited:

Signature.....Date.....

Position in Company.....

Witnessed.....Date.....

## APPENDIX G: WORKPLACE RELATIONS ACT 1996 SECT 170CM

### 170CM Employer to give notice of termination

- (1) Subject to subsection (8), an employer must not terminate an employee's employment unless:
  - (a) the employee has been given the required period of notice (see subsections (2) and (3)); or
  - (b) the employee has been paid the required amount of compensation instead of notice (see subsections (4) and (5)); or

(c) the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice (see subsection (7)).

(2) The required period of notice is to be worked out as follows:

(a) first work out the period of notice using the table at the end of this subsection, and

(b) then increase the period of notice by 1 week if the employee:

(i) is over 45 years old; and

(ii) has completed at least 2 years of continuous service with the employer.

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(3) For the purposes of subsection (2), the regulations may prescribe events or other matters that must be disregarded, or must in prescribed circumstances be disregarded, in ascertaining a period of continuous service.

(4) The required amount of compensation instead of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period.

(5) That total must be worked out on the basis of:

(a) the employee's ordinary hours of work (even if they are not standard hours); and

(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

(c) any other amounts payable under the employee's contract of employment.

(6) The regulations may -make provision for or in relation to amounts that are taken to be payable under a contract of employment for the purposes of paragraph (5)(c) in relation to an employee whose remuneration before the termination was determined wholly or partly on the basis of commission or piece rates.



(7) Without limiting the generality of the reference to serious misconduct in paragraph (1) (c), the regulations may identify:

(a) particular conduct; or

(b) conduct in particular circumstances;

that falls within that reference.

(8) The regulations may exclude from the operation of this section terminations of employment occurring in specified circumstances that relate to the succession, assignment or transmission of the business of the employer concerned.