

ENTERPRISE AGREEMENT

NO. EA 98/114
.....

DATE REGISTERED 9.4.98
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PRICE \$ 90-00
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REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/114

TITLE: Boral Roofing Wyee Enterprise Agreement 1998

I.R.C. NO: 98/1038

DATE APPROVED/COMMENCEMENT: 9 April 1998

TERM: 9 April 2000

NEW AGREEMENT OR
VARIATION: New, replaces EA96/13

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees engaged in or in connection with the production of roofing tiles and accessories

PARTIES: The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch -&- Chamber of Manufactures of New South Wales (Industrial)





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, NEW SOUTH WALES 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.

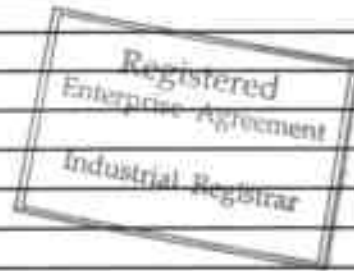
This Agreement subject to registration by the New South Wales Industrial Registrar.

2. TITLE

This Agreement shall be known as the Boral Roofing Wyee Enterprise Agreement 1998.

3. ARRANGEMENT

CLAUSE	Page No.
1. Parties	1
2. Title	1
3. Arrangement	2
4. Application	3
5. Period of operation	3
6. No Extra Claims	3
7. Supersession	3
8. No Duress	3
9. Skill Levels	3
10. Rates of Pay	4
11. Productivity Bonuses	4
12. Superannuation	5
13. Training	5
14. Improvement Teams	8
15. Terms of Engagement	8
16. Termination of Employment	11
17. Hours of Work (day workers)	12
18. Overtime (day workers)	12
19. Shift Work	13
20. Meal Breaks & Allowance	15
21. Sick Leave	16
22. Annual Leave	17
23. Public Holidays	19
24. Payment Of Wages	20
25. Bereavement Leave	20
26. Jury Service	21
27. Parental Leave	21
28. Family Leave	21
29. First Aid	22
30. Protective Clothing	22
31. Manganese Dioxide	22
32. Amenities And Hygiene	23
33. Attendance At Repatriation Centres	23
34. Union Meetings	23
35. Introduction Of Change	23
36. Redundancy	24
37. Counselling & Disciplinary Procedures	27
38. Disputes Settlement Procedure	28
APPENDIX A: Skills Audit and Performance Appraisal Process	29
APPENDIX B: Monthly Volume Bonus Tables	38
APPENDIX C: Shift Rosters	41
APPENDIX D: Consultative Committee Members	44
APPENDIX E: Signatories	45



4. APPLICATION

This Agreement applies and is binding on:

- a) the company
- b) the union
- c) all employees of the company at the company's Wyee site engaged in the 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 commencing on or after approval by the New South Wales Industrial Commission, and will continue in force for a period of two years subject to the provisions of the Industrial Relations Act (1996). ^{^ 9 April 1998}

The parties agree that negotiations for a new Agreement will commence no later than six months before the expiry of this Agreement. In the event that a new Agreement is not achieved by the date of expiry of this Agreement either party reserve their rights to act in accordance with the Disputes Settlement Procedure set out at Clause 38.

6. NO EXTRA CLAIMS

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



7. SUPERSESION

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

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. The required points for each skill level are as follows:

Skill Level	Points
Level 1 (entry level – minimum 3 months)	0 – 26
Level 2	27 – 73
Level 3	74 – 163
Level 4	>163
Supervisor	By appointment only

Employees' skill levels shall be reviewed at least annually in accordance with the Performance Appraisal Process detailed in Appendix A.

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Industrial Registrar

10. RATES OF PAY

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

Skill Level	Relativity	Rate of Pay
1	73 %	\$ 450.22
2	78 %	\$ 479.07
3	85 %	\$ 520.94
4	100 %	\$ 610.86
Supervisor	116 %	\$ 706.74

The rates of pay set out above will be increased by a further 4%, effective 12 months after the date of approval of this Agreement by the Industrial Relations Commission, as set out below:

Skill Level	Relativity	Rate of Pay
1	73 %	\$ 468.23
2	78 %	\$ 498.23
3	85 %	\$ 541.78
4	100 %	\$ 635.29
Supervisor	116 %	\$ 735.01

11. PRODUCTIVITY BONUSES

- A. Monthly Productivity Bonuses based on production volumes of mainline tiles and accessories shall be payable to permanent Boral employees where specified monthly targets are met and shall commence from the date of the approval of the Agreement by the Industrial Relations Commission.
- B. Monthly Productivity Bonuses shall be paid in accordance with the Monthly Volume Bonus Tables in Appendix B, changing in line with budgeted requirements for each financial year. Monthly results of accessories packed per week and 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).

The average accessories packed per week is calculated by multiplying the average daily accessories packed by 7.

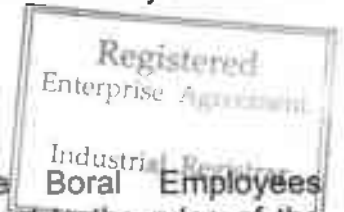
- C. Payments of bonuses shall be paid at the first pay period after the end of each month.
- D. Employees absent from work for 1 week or more, who are receiving Worker's Compensation shall not be eligible for a Monthly Bonus for their period of absence from the workplace.

12. SUPERANNUATION

- A. Employees will be superannuated in the Superannuation Trust (BEST). This will be subject to the rules of the Trust upon commencement of employment with the Company. A copy of the membership handbook will be supplied to new employees at the time of joining the Company.
- B. Employer Contribution to Superannuation: - Subject to the rules of the Trust, the Company will make contributions to the Trust in accordance with the Superannuation Guarantee Act 1993, and other associated legislation, as amended from time to time.
- C. Employee Contributions: - Subject to the rules of the Trust, employees may elect to make additional personal contributions to the Trust.
- D. Cessation of Contributions: - An employee's eligibility for contributions to the Trust 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.
- E. A *Supervisor trainee* allowance of 7% of an employees ordinary hourly rate will be paid for non-supervisors relieving in a Supervisors 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 Supervisor's 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.
- 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.

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 44 cents per kilometre for the use of employee's private motor vehicle; or
2. the cost of public transport fares.

H. Trade Union Training Leave

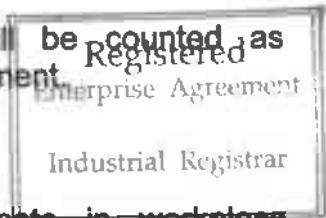
A duly elected union delegate or representative (other than a casual employee) who has been so notified to the Company by the Branch Secretary of the employee's union will be allowed leave without loss of pay to attend Trade Union Training Courses approved and/or conducted by the Trade Union.



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 ordinary time rates of pay for attendance at meetings. Payment will be made at normal overtime rates for other committee work.

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 Supervisor or the Shift Superintendent at regular intervals during this period. 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 weeks notice or payment in lieu.

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. The minimum number of hours worked by a part time employee shall not in any case be less than 19 hours per week.
 - a) The total number of part-time and 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 on non-performance will be given by the Supervisor or the Shift Superintendent at regular intervals during this period. 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 weeks notice or payment in lieu.

C. Casual Employees

1. For the purpose of this Agreement a Casual employee will be defined as an employee who is hired on a daily basis.

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) 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.



b) In the event that the Company needs to cover a labour requirement as set out in a) above, the Company will initially make all reasonable efforts to cover such a need by offering overtime to current employees. In the event that the need is likely to extend beyond a period of two days and/or the need cannot be covered by overtime, then casual employees may be used.

c) The total number of casual and part-time employees will not exceed 10% of the total work force. Provided that this ratio may be reviewed in consultation with a shift representative or the Consultative Committee.

d) A casual employee will be engaged for a period of not less than 7.6 hours for any engagement.

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.

f) The Company will contribute the minimum Superannuation Guarantee Levy to the appropriate Superannuation Fund as determined by the employment source.

g) Casual employees will not be entitled to:

- (1) Annual Leave
- (2) Bereavement Leave
- (3) Jury Service Leave
- (4) Long Service Leave
- (5) Parental Leave
- (6) Sick Leave
- (7) Special Family Leave

- h) Overtime entitlements will be in accordance with day workers entitlements, as set out in Clause 18.
- i) The Company will use the Labour Co-op and/or other employment sources when recruiting casual employees.
- j) Casual employees will not be entitled to bonuses based on productivity. Annual wage increases will be in line with permanent employee wage increases.

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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 Workplace Relations Act 1996, by the giving of at least one weeks notice, or payment in lieu of notice by the Company, except as provided by sub-clause E of this Clause.
- 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.
- 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. 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.

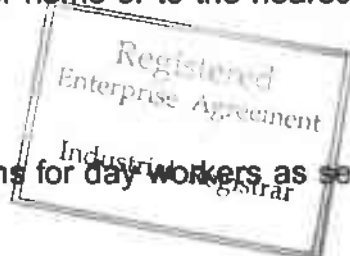
- E. An employee required by the Company to work overtime in excess of the ordinary hours on any one day will be entitled to a break of 10 hours before resuming ordinary work on the next day.

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 will 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.
- B. The Company may require employees to work on one of the above shift arrangements on the giving of at least 7 days notice 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)

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.

F. Employees may work a reasonable amount of overtime when required.

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.

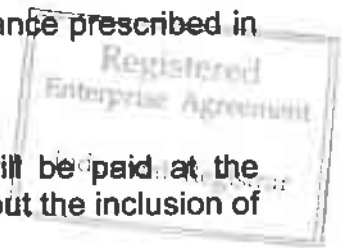
H. The provisions of sub-clause G will apply to shift workers as if eight hours were substituted for ten hours when overtime is worked:

- 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:

1. Rotating shift: 15% (afternoon or night shift only)
2. Shift Workers (4x4 or 6x3 roster): 29%
3. 4x4 shift-day/night rotation: 33%
4. Permanent night shift: 30%

Subject to sub-clause 18D, a premium of 50% for Saturday and 100% for Sunday will be paid in respect of ordinary time worked. This premium will be paid in lieu of the regular shift allowance prescribed in sub-clause 11 and 14 of this Clause.

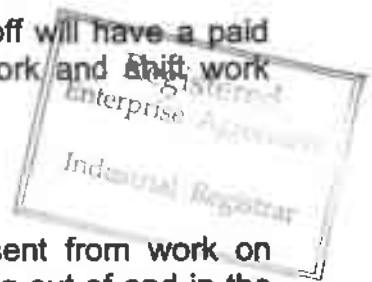


- J. Employees who are absent on paid Sick Leave will be paid at the appropriate Skill Level Classification rate of pay without the inclusion of the Shift Loading.
- K. When a shift (or the greater part of a shift) falls on a public holiday, employees will be paid an extra 150% for their rostered hours. 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). These provisions will apply in lieu of provisions of Clause 19I.
- 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 Supervisor/Superintendent 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 2 hours on any one day and who was not notified of the requirement on the previous day or earlier will be supplied with a meal by the Company or paid the sum of \$8.00 with a further \$6.90 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.



21. SICK LEAVE

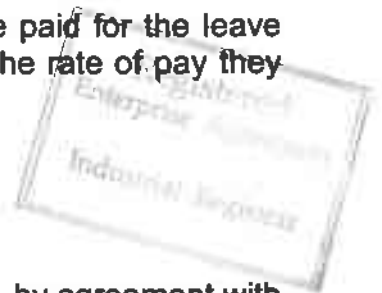
Employees (other than casual employees) who are absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment, will be entitled to paid leave of absence in accordance with the following provisions:

- 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.

22. ANNUAL LEAVE

- A. At the completion of each year of employment with the Company employees will become entitled to four weeks annual leave, in accordance with the NSW Annual Holidays Act 1944.
- B. 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.
- C. 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.
- D. Annual Leave will be given and taken in either:
- one continuous period; or
 - more than one period, of not less than one week, by agreement with the Company and the employee; or
 - any other option at the discretion of the manager.
- E. Where a public holiday, as prescribed in Clause 23 of this Agreement, occurs during any period of annual leave taken by an employee, the period of leave will be increased by one day in respect of that public holiday.
- F. 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.
- G. 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.

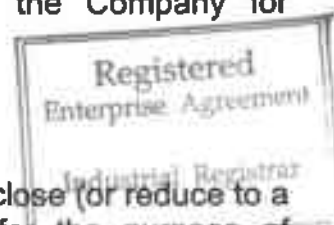
H. Annual Close Down

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.

I. Shift Workers

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

1. A shift worker will be required to take a minimum of seven days (one week) leave, in accordance with the normal Pay Period which runs from Wednesday to Tuesday.
2. Employees engaged as shift workers in accordance with Clause 19 of this Agreement will be debited 38 hours from their annual leave entitlement for each week of absence on annual leave.
3. 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 29% shift work loading which will be paid in lieu of the annual leave loading prescribed in sub-clause G of this Clause.



4. 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.
5. A Shift worker who works on a 4 x 4 shift roster for a full year will, in addition to the 4 weeks annual leave entitlement set out in sub-clause A. of this Clause receive an additional weeks pay at the shift work rate. The additional weeks pay 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. Where an employee has not claimed payment for the additional weeks pay during the year, the appropriate amount will be paid to the employee in the last pay period prior to Christmas.
6. A Shift worker who works on a 6 x 3 shift roster for a full year 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. Where an employee has not claimed payment for the additional weeks pay during the year, the appropriate amount will be paid to the employee in the last pay period prior to Christmas.
7. An 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, provided for in paragraphs 5 and 6 above, on the basis of one extra day for each 36 shifts worked.

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, (2nd Monday in November 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 by not later than the normal ceasing time of the employee 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 defacto spouse), father, mother, brother, sister, child, step-child, foster child, mother-in law, father-in-law, foster parents or guardians 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.

For the purpose of this sub-clause the words "wife" and "husband" will not include a wife or husband from whom the employee is legally separated, but will include a person who lives with the employee in a defacto relationship.

- 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 provisions of the New South Wales Industrial Relations Act 1996.

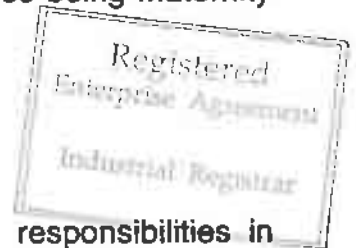
Parental leave generally refers to three types of leave, these being Maternity Leave, Paternity Leave and Adoption Leave.

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

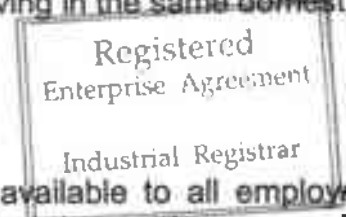
- A. Training in basic First Aid will be made available to all employees, however unless the Company has appointed the employee as a First Aid Attendant in accordance with the provisions of sub-clause B, the employee will be required to pay the cost of the First Aid Training Course, and the Company will 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, and has been appointed by the Company to perform first aid duty, will be paid an allowance of \$9.70 per week in addition to the normal wage rate.

30. PROTECTIVE CLOTHING

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

31. MANGANESE DIOXIDE

In the event that manganese dioxide is to be added to raw clay to colour the tile body, an allowance shall be negotiated.



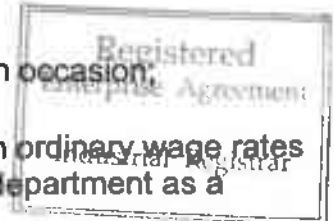
32. AMENITIES AND HYGIENE

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.

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

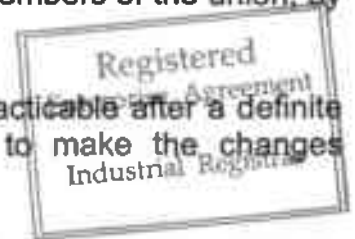
- A. Employees will be allowed to attend one meeting in each three month period for union business without loss of pay. The meeting will be held by agreement with the Company at a time suitable to the operation of the Plant and arranged at least 14 days in advance.
- B. Payment will be made in respect 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 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 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.

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E. Selection of redundant employees

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.

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:

<u>Years of Continuous Service</u>	<u>Under 45 Years of Age</u>	<u>Over 45 Years of Age</u>
0 – 1	Nil	Nil
1 – 2	4.0 weeks	Registered Entry-level Employment 5.0 weeks
2 – 3	7.0 weeks	8.75 weeks
3 – 4	10.0 weeks	Industrial Registrar 12.5 weeks
4 – 5	12.0 weeks	15.0 weeks
5 – 6	14.0 weeks	17.5 weeks
6 – 7	16.0 weeks	20.0 weeks

Employees who have completed in excess of 7 years of continuous service will be eligible for one weeks pay for each year of service in addition to the above severance payment.

"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.

The severance payments on the above scale will not exceed the amount which the employee would have earned if employment with the Company had proceeded to 65 years of age.

- G. No payment will be made to an employee who is offered work 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 Commonwealth Employment Service or equivalent, where 15 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

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- A. Superintendents 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 Superintendent becomes aware of a situation or circumstance possibly requiring disciplinary action the Superintendent 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 Manger, 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.

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 Supervisor or Superintendent 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 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 given an undertaking to observe it.

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APPENDIX A:



***Wye Skills Audit
& Performance Appraisal Process***

***Designed by the
Wye Development Committee***

January 1998

1.0 Introduction

Performance appraisal for Boral Limited

Boral's aim is

"to be a world leader in the building and construction materials industry and a major force in energy in Australia and the Pacific, particularly in the sourcing and distribution of gas".

A crucial part of being a leader in these industries is investing in the development of people so that Boral has the best people in these industries. A key aspect of this development is the implementation of a performance appraisal system which offers employees feedback about their performance, rewards them for their efforts, and assists in planning their future careers.

Performance appraisal for Boral Roofing - Wyee

The Wyee 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 Wyee 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 WDC 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.

The skills audit process takes into account the national competency standards for the clay and ceramics manufacturing industries. It was the intention in developing the skills audit and performance appraisal process that these skills should be transferable across workplaces.

2.0 Overall Process

What is involved?

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

The role of the WDC

The WDC 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:

- Annually in conjunction with your performance appraisal (July to September); or
- 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 a Superintendent.
- 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 Superintendent and to the WDC. You should also retain a copy for your own records.
- A Superintendent 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 Superintendents. As part of this process you will be asked to complete the skills audit process yourself and bring this to a meeting with a Superintendent.

The Superintendents will meet prior to your appraisal discussions to discuss your assessment. Supervisors will also be consulted to assist with the assessment process. A Superintendent 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 Superintendent 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 Superintendent 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 Supervisors and Superintendents (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:

- Site Manager appraisal (done by GM Australia) May.
- Superintendent's appraisal (done by Site Manager) Mid June.
- Supervisor's appraisal (done by Superintendents) End June.
- Operator appraisals:
 - Pre-appraisal handed out Mid June.
 - Pre-appraisal work to be complete and handed to Superintendent by 1st week in July.
 - Superintendent pre-work complete by 1st week in July.
 - Meeting of Superintendents/Supervisors By mid July
 - Skills audit/assessment * Commence mid July
 - Skills audit/assessment * complete by mid Sept
 - Dispute resolution 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 Superintendent 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:

TABLE 1

FIRST NAME	SURNAME	SHIFT ALLOCATION	FIRST AID CERTIFICATE	CLAY PREPARATION & LOADER OPERATOR	EXTRUDER / PRESS OPERATOR	DIE SHOP OPERATOR	GLAZELINE OPERATOR	MAIN LINE TILE SETTING OPERATOR	PACKAGING OPERATOR / INSPECTION	SHIFT FORKLIFT OPERATOR	RELIEF PRODUCTION Q.C. OPERATOR	ACCESSORY TILE PRESS 1 OPERATOR	ACCESSORY TILE PRESS 2 & 3 OPERATOR	ACCESSORY TILE GLAZE OPERATOR	ACCESSORY TILE SET / DEHACK OPERATOR	ACCESSORY TILE PACKAGING OPERATOR	ACC. HAND SPRAY / MINI KILN OPERATOR	SPECIALS HAND MOULDER	DESPATCH FORKLIFT OPERATOR	CERTIFICATE of COMPETENCY (FORKLIFT with Workcover Authority)	CERTIFICATE of COMPETENCY (LOADER with Workcover Authority)	CERTIFICATE of COMPETENCY (DEPT. of MINERAL RESOURCES)	OH&S / QA / EB or WDC (Max 4 Committees)	TRADE CERTIFICATE Rel. to Enterprise (Max. 3 Modules x 8 Pnts for Max 24 Pnts)	TAFE TRAINING Relative to Enterprise Incl. Modules of Trade Cert. Max 24 Pnts, or (Max 5 Courses x 8 Points = 40 Points)	YEARS OF SERVICE Max 24 Pnts (Not Available if Trade Pnts Claimed)	TOTAL PROFICIENCY POINTS Sum (Skill Points X Rating Value)	SKILL LEVEL GRADING Calculated	SKILL LEVEL GRADING Actual
			1	3	6	4	4	3	2	2	4	3	3	3	2	1	1	3	3	4	1	2	2	4	4	0	272	1	
			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	3	23	1	
			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	8	76	3	
			4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	8	100	4	

Skill Points Available
Defines the Points allocated to each position judged on degree of difficulty impact and responsibility.

Certificates of Competency
1st Aid = 4 Points
Workcover Licenses = 4 Points

Committee Participation
Enter Number of Committees
Points accrued based on
1 Committee = 4 Points @ 80% Attendance
4 Committees = 16 Points @ 80% Attendance

TAFE Training
Enter Number of Courses Passed (Rel. to Enterprise) includes Modules of Trade Certificates for Max 24 Pnts. or
1 Course (Minimum 72 Hrs) = 8 Points
5 Courses (Minimum 72 Hrs ea.) = 40 Points
Certificates & Modules to be assessed by WDC

Years of Service
5 Yrs = 4 Pnts 6 Yrs = 8 Pnts 7 Yrs = 12 Pnts
8 Yrs = 16 Pnts 9 Yrs = 20 Pnts 10 Yrs = 24 Pnts

Rating Value
Opportunity for operator self assessment for each position during completion of the Skills Audit.
The Skills Audit is then subject for discussion during employee appraisal.

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Skill Level Grading
Level 1 Entry level 0 - 26 Points
Level 2 27 - 73 Points
Level 3 74 - 163 Points
Level 4 164 + Points

Total Proficiency Points
Total points accrued based on the formula Sum of (Rating Value X Skill Points Available)
(Maximum 272 Pnts Available)

Employees Signature: Shift Superintendent: 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.

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 Superintendents 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:
 - WDC - 12 months.
 - 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 WDC.
- 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 16 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 Superintendents 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).

It is up to you to request a move within the plant. The best time to do this is at your performance appraisal discussion.

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.

Area of plant	Suggested Time
Clay preparation	6 months
Mainline Extruder/Press	12 months
Die shop	12 months
Glazeline	12 months
Setting	6 months
Tile Inspection	3 months
Packaging	3 months
Forklift	3 months
Accessory Press 1	6 months
Accessory Presses 2 & 3	6 months
Accessory Glazeline	3 months
Accessory -- Hand spraying	3 months
Accessory Setting	3 months
Accessory Packaging	3 months
Accessory Handmoulding	6 months

Despatch Forklift	6 months
Relief Production Quality Control	Relief position

People learn at different rates, will have different levels of experience and may request to move at different times and therefore these times are provided as a **guideline only**.

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 - 26	0 - 10
2	27 - 73	10 - 27
3	74 - 163	27 - 60
4	164 +	60 and over



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.
- **Supervisor** - there must be a Supervisor's position available. The decision to offer an employee a Supervisor's position will be made by Superintendents 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 casual will commence at level 1 and after serving an equivalent of 3 month's full-time they will be assessed and then classified.

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 Superintendent immediately. A Supervisor 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 WDC will continually update Duty Statements as required. If you have suggestions for improvement you should notify the WDC.

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 8 points for 72 hours.

What courses are available?

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

Registered
Enterprise Agreement
Industrial Registrar

Communications & Industrial Relations

- Hand & Power Tools
- Quality Concepts
- Materials Handling
- Electrical Fundamentals
- Mechanical Components
- Occupational Health & Safety
- Ceramic Technology
- Industrial Mouldmaking
- Kilns & Firing for Industrial Applications
- Mechanical Forming Techniques (Ceramic Industrial Applications)
- Front-end Loader - Safety & Operations
- Forklift - Safety & Operations
- Production Supervision

Registered
Enterprise Agreement
Industrial Registrar

What about trade certificates?

To qualify for points, trade certificates must be relevant to the company. The suggested trade certificates include fitters, electricians, and mechanics. Trade certificates outside these areas must go to the WDC for assessment and approval. 24 points will be allocated for completion of a relevant trade certificate.

7.0 Years of Service

General Comments

For employees without a trade certificate or equivalent external training, points are allocated for years of service at Wyee. Up to a maximum of 24 points are available for 10 years of service. Relevant years of experience are recognised as follows:

5 years	-	4 points
6 years	-	8 points
7 years	-	12 points
8 years	-	16 points
9 years	-	20 points
10 years	-	24 points

APPENDIX B: MONTHLY VOLUME BONUS TABLES

MONTHLY VOLUME BONUS TABLE
JANUARY 1998 - JUNE 1998

Mainline		Accessories		Monthly Possible Bonus
Ave Cars packed / day	\$	Quantity packed/ week	\$	
36	\$22.50	13000	\$22.50	\$45.00
36.25	\$26.25	13125	\$26.25	\$52.50
36.5	\$30.00	13250	\$30.00	\$60.00
36.75	\$33.75	13375	\$33.75	\$67.50
37	\$37.50	13500	\$37.50	\$75.00
37.25	\$39.38	13625	\$39.38	\$78.76
37.5	\$41.25	13750	\$41.25	\$82.50
37.75	\$43.13	13875	\$43.13	\$86.26
38	\$45.00	14000	\$45.00	\$90.00
38.25	\$48.75	14125	\$48.75	\$97.50
38.5	\$52.50	14250	\$52.50	\$105.00
38.75	\$56.25	14375	\$56.25	\$112.50
39	\$60.00	14500	\$60.00	\$120.00
39.25	\$65.63	14625	\$65.63	\$131.26
39.5	\$71.25	14750	\$71.25	\$142.50
39.75	\$76.88	14875	\$76.88	\$153.76
40	\$82.50	15000	\$82.50	\$165.00
40.25	\$90.00	15125	\$90.00	\$180.00
40.5	\$97.50	15250	\$97.50	\$195.00
40.75	\$105.00	15375	\$105.00	\$210.00
41	\$112.50	15500	\$112.50	\$225.00

Registered
 Enterprise Agreement
 Industrial Registrar

APPENDIX B (cont.): MONTHLY VOLUME BONUS TABLES

MONTHLY VOLUME BONUS TABLE
JULY 1998 - JUNE 1999

Mainline		Accessories		Monthly Possible Bonus
Ave Cars packed / day	\$	Quantity packed/ week	\$	
38	\$22.50	14500	\$22.50	\$45.00
38.25	\$26.25	14625	\$26.25	\$52.50
38.5	\$30.00	14750	\$30.00	\$60.00
38.75	\$33.75	14875	\$33.75	\$67.50
39	\$37.50	15000	\$37.50	\$75.00
39.25	\$39.38	15125	\$39.38	\$78.76
39.5	\$41.25	15250	\$41.25	\$82.50
39.75	\$43.13	15375	\$43.13	\$86.26
40	\$45.00	15500	\$45.00	\$90.00
40.25	\$48.75	15625	\$48.75	\$97.50
40.5	\$52.50	15750	\$52.50	\$105.00
40.75	\$56.25	15875	\$56.25	\$112.50
41	\$60.00	16000	\$60.00	\$120.00
41.25	\$65.63	16125	\$65.63	\$131.26
41.5	\$71.25	16250	\$71.25	\$142.50
41.75	\$76.88	16375	\$76.88	\$153.76
42	\$82.50	16500	\$82.50	\$165.00
42.25	\$90.00	16625	\$90.00	\$180.00
42.5	\$97.50	16750	\$97.50	\$195.00
42.75	\$105.00	16875	\$105.00	\$210.00
43	\$112.50	17000	\$112.50	\$225.00

Registered
 Enterprise Agreement
 Industrial Registrar

APPENDIX B (cont.): MONTHLY VOLUME BONUS TABLES

MONTHLY VOLUME BONUS TABLE
JULY 1999 - DECEMBER 1999

Mainline		Accessories		Monthly Possible Bonus
Ave Cars packed / day	\$	Quantity packed/ week	\$	
41	\$22.50	15500	\$22.50	\$45.00
41.25	\$26.25	15625	\$26.25	\$52.50
41.5	\$30.00	15750	\$30.00	\$60.00
41.75	\$33.75	15875	\$33.75	\$67.50
42	\$37.50	16000	\$37.50	\$75.00
42.25	\$39.38	16125	\$39.38	\$78.76
42.5	\$41.25	16250	\$41.25	\$82.50
42.75	\$43.13	16375	\$43.13	\$86.26
43	\$45.00	16500	\$45.00	\$90.00
43.25	\$48.75	16625	\$48.75	\$97.50
43.5	\$52.50	16750	\$52.50	\$105.00
43.75	\$56.25	16875	\$56.25	\$112.50
44	\$60.00	17000	\$60.00	\$120.00
44.25	\$65.63	17125	\$65.63	\$131.26
44.5	\$71.25	17250	\$71.25	\$142.50
44.75	\$76.88	17375	\$76.88	\$153.76
45	\$82.50	17500	\$82.50	\$165.00
45.25	\$90.00	17625	\$90.00	\$180.00
45.5	\$97.50	17750	\$97.50	\$195.00
45.75	\$105.00	17875	\$105.00	\$210.00
46	\$112.50	18000	\$112.50	\$225.00





APPENDIX C: SHIFT ROSTERS
6x3 SHIFT ROSTER

	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	-	-	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	D	D	D	D	-	-	-	A	32.72	38
	E	-	-	-	D	D	D	D	32.87	38
	F	A	A	A	A	A	A	-	48.41	38
WEEK 17	D	A	A	A	A	A	-	-	40.34	38
	E	D	D	-	-	-	A	A	32.57	38
	F	-	-	D	D	D	D	D	41.09	38
WEEK 18	D	-	D	D	D	D	D	D	49.31	38
	E	A	A	A	A	-	-	-	32.27	38
	F	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% Shift Loading is paid to cover shift loadings and penalties – except overtime



APPENDIX C (CONT.) 4x4 SHIFT ROSTER

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

CALCULATION OF HOURS

Daily hours = 11 per day

Total hours worked per roster cycle = $\frac{308}{8 \text{ weeks}}$

= 38.5 average hours per week

29% Shift Loading is paid to cover:

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



APPENDIX D: CONSULTATIVE COMMITTEE MEMBERS



A. Management Representatives

Kylie FitzGerald signed *[Signature]* date 12/2/98

Stephen Head signed *[Signature]* date 12/2/98

Philip Merrick signed *[Signature]* date 13-2-98

Christine Mickkelsen signed *[Signature]* date 12/2/98

B. Employee Representatives

Terry Smart signed *[Signature]* date 12/2/98

Joselyn Potter signed *[Signature]* date 11/2/98

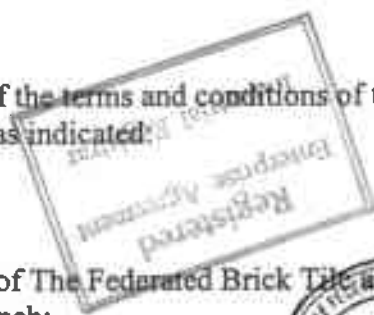
David Richards signed *[Signature]* date 11-2-98

John Green signed *[Signature]* date 11-2-98

APPENDIX E: SIGNATORIES

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

SIGNED under the Common Seal of The Federated Brick Tile and Pottery Industrial Union of Australia, New South Wales Branch:



Signature  Date 17-2-98

Position Held ASSISTANT SECRETARY



Witnessed  Date 17-2-98

SIGNED ^{at} ~~under the Common Seal~~ of Boral Montoro Pty. Limited:
on behalf

Signature  Date 17-2-98

Position in Company MANAGER WYEE

Witnessed  Date 17-2-98

45/
45/ BIA