

ENTERPRISE AGREEMENT

NO: E.A. 67 /1993

DATE REGISTERED: 10-5-93

PRICE: \$ 38-00

ENTERPRISE AGREEMENT

1. PARTIES

- (a) THIS ENTERPRISE AGREEMENT IS MADE BETWEEN BORAL MONTORO PTY LTD (THE COMPANY) AND THE FEDERATED BRICK TILE AND POTTERY INDUSTRIAL UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH (THE UNION), REPRESENTING EMPLOYEES OF THE SAID COMPANY, IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE INDUSTRIAL RELATIONS ACT 1991.
- (b) The Agreement is subject to registration by the Industrial Registrar.

2. PREAMBLE

- (a) Boral Montoro Pty Ltd is a manufacturer of both clay tiles (at its Wyee Plant) and concrete tiles (at its Emu Plains Plant). This Enterprise Agreement relates only to rates of pay and conditions of employment for the clay tile operations at Wyee.
- (b) Rates and conditions of employment at the Plant have, until now, been regulated by an Agreement made by the former owners of the Plant, Montoro Clay Products Pty Limited with The Federated Brick Tile and Pottery Industrial Union of Australia, N.S.W. Branch and The Federated Clerks' Union of Australia, N.S.W. Branch and The Labour Council of N.S.W., registered as Agreement Number 8026 under the provisions of Section 11 of the New South Wales Industrial Arbitration Act 1940 (As Amended).
- (c) As a result of its acquisition of the Plant in February 1991 Boral Roof Tiles Limited, now registered as Boral Montoro Pty Ltd, has continued to apply the terms and conditions of the above-mentioned Agreement No.8026.
- (d) This Enterprise Agreement shall prevail over and operate to the exclusion of the former industrial agreement No.8026 in regard to the parties to this Enterprise Agreement. In reaching agreement it has been the intention of the parties to provide terms and conditions of employment which will be of benefit to both management and employees and provide the basis for continued harmonious working arrangements.
- (e) As a paid rates Agreement it is made between the parties with particular reference to the Structural Efficiency Principle as set out in the judgements of the Industrial Commission of New South Wales in Court Session of 4 October 1989, 6 March 1990 (Matter No. 737 of 1989) and 29 May 1991 (Matter No. 346 of 1991).

- (f) The parties have recognised the need to improve flexibility and efficiency by allowing for integration of work groups and uniformity of working conditions, thereby providing for improved productivity.
- (g) In reaching this Agreement particular attention has been paid to establishing skill-related career paths and broadening the range of tasks to provide employees with access to more varied, fulfilling and better paid jobs through training.

3. ARRANGEMENT

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4. APPLICATION

- (a) This Agreement is binding on The Company, The Union and employees, in respect to employment conditions and rates of pay at the Company's Plant located at Wyee, NSW.

5. NO DURESS

- (a) This Agreement has not been entered into under duress by any of the parties.

6. PERIOD OF OPERATION

- (a) This Agreement will operate from the first pay period after registration by the Industrial Registrar, viz.....1993, and will continue in force for a period of two years, subject to the provisions of the Industrial Relations Act 1991.

7. SKILL LEVELS AND RATES OF PAY

- (a) The rates of pay in this Agreement incorporate an amount of \$10, \$12.50 and \$15 or 3% (whichever is the greater of the last mentioned) for the second structural efficiency increase, a further 2.5% (or \$10 minimum) resulting from the judgement of the Industrial Commission of NSW in Court Session of 29 May 1991 (matter No.346 of 1991), and increases for productivity and efficiency improvements resulting from changed working conditions and work practices.
- (b) Rates will be increased in accordance with State Wage Case decisions of the NSW Industrial Relations Commission which become effective during the currency of this Agreement.
- (c)

<u>Level</u>	<u>Definitions</u>	<u>Wage Rate</u>
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- | | | |
|---|---|-----------------|
| 1 | This is the entry level for employees who do not have the appropriate skills needed for classification at higher levels. Employees at this level perform routine duties and simple mechanical or manual tasks of satisfactory quality and work under close supervision. | 392.30
(73%) |
|---|---|-----------------|

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Trainee Operator

- 2 Able to perform tasks at Level 1 if and when required. 417.80 (78%)

Covers tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery including quality control and keeping of records.

It also covers manual tasks requiring responsibility for the quality of the finished work.

Works under general supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

General Operator

- 3 Able to perform tasks at Levels 1 and 2 if and when required. (85%) 454.34

Covers tasks requiring the setting up, operating, routine maintenance and quality control of fixed and mobile machinery of a more complex nature than that included at level 2, and the responsibility for operating such machines.

Works under limited supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Operator

- 4 Able to perform tasks at Levels 1,2 or 3 if and when required. (100%) 532.75

This level is equivalent to the tradespersons level.

Employees classified at this level require a full Trades Certificate or its equivalent.

Tasks at this level cover installation, maintenance, correct functioning of all mechanical, electrical and other equipment used in the operation and associated tasks, quality control including that of all plant, machinery and equipment and product or alternatively the ability to operate the work areas of the plant which currently are the Kiln and Dryers, Production, Clay Preparation, Die Production and dispatch as also listed in Level 5 below at the

specified level of quality control.
Works under minimum supervision.

Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those performed by:

Mechanical Tradesperson
Electrical Tradesperson
Senior Operator

- 5 Able to perform tasks at Levels 1,2,3 or 4 if and when required. 616.39 (116%)
Employees at this level are able to perform any tasks required for the operation of any work area of the Plant and supervise and accept responsibility for its operation according to specified standards. The current work areas are those of Kiln and Dryers, Production, Clay Preparation, Die Production and Dispatch.

Without limiting the definition examples of work at this level include, but are not necessarily restricted to, that undertaken currently by:
Supervisor

- (d) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level. However, once the employee has attained the necessary skills and has been accredited and re-classified to a higher level, the employee will be paid the rate for that classification regardless of the actual task carried out in the Plant.
- (e) In addition to the above rates the employer will pay (as occupational superannuation) an amount equal to 3% of each employee's ordinary time wage rate or such other percentage or amount as required by applicable statute or Industrial Relations Commission of NSW judgement from time to time on a monthly basis into the appropriate section of the Boral Employee's Provident Fund.

8. TRAINING

- (a) The Company acknowledges its commitment 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 Enterprise, training will be provided to enable employees to qualify for classification to and to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.

- (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" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet manning requirements.
- (d) The Company will pay at the classified level of skill during all training undertaken in normal working hours. 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 pay all necessary fees and the cost of essential textbooks, literature and stationery.

9. TOTAL QUALITY MANAGEMENT

- (a) Employees can participate in TQM meetings as established for the purpose of providing participation in improved productivity and efficiency for the Plant. Payment will be made at ordinary time rates for attendance at these meetings.

10. PRODUCTION BONUS SCHEME

- (a) It is the intention of the Company to introduce a production bonus scheme.
- (b) Details of the bonus scheme will be determined after consultation with the authorised representatives of the employees.

11. TERMS OF ENGAGEMENT AND TERMINATION

- (a) All full time employees will be engaged by the week except during the first two weeks of employment which will be on daily hire.
- (b) The first three months of employment with the Company will be a probationary period. Advice on performance will be given 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 week's notice or payment in lieu.
- (c) Part-time employees may be engaged following agreement between the parties.
- (d) All employees will be eligible to join the Boral Provident Fund on satisfactory completion of the probationary period. A copy of the rules of the Fund will be supplied to employees.

- (e) Employment may be terminated by either the employer or the employee at any time during the week by the giving of one week's notice (or payment in lieu of notice by the Company) except as provided in sub-clause (h).
- (f) An employee who fails to give the appropriate notice may have wages to the equivalent of the notice period forfeited.
- (g) Following a request from the terminated employee, the employer will provide a written statement of the period of employment and type of work performed.
- (h) The employer may dismiss any employee without notice for serious misconduct. In such case the employee will be paid only up to the time of dismissal.
- (i) Despite any other provision of this Agreement the employer is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
 - (i) any strike outside the Company
 - (ii) any major breakdown of machinery, or
 - (iii) any stoppage of work for which the employer is not responsible

12. HOURS OF WORK (DAY WORKERS)

- (a) The weekly total of ordinary hours of work will average 38 per week.
- (b) These are to be worked by employees accumulating credit for one leisure day in each 20 day work cycle, (8 hours being worked on each of the first 19 days) and the leisure day being taken by an agreed roster which accords with the needs of the operation.
- (c) In accruing the entitlements in sub-clause (b) each public holiday as well as other paid leave days (but not the period of absence on annual leave, long service leave or unpaid leave) will count as an 8 hour day worked.
- (d) An employee required to work on a normally rostered day will be provided in lieu with an agreed alternative day off which accords with the needs of the operation.
- (e) Ordinary hours will be worked on five consecutive days in the period Monday to Friday in the method set out in sub-clause (b) above between the hours of 5.30 a.m. and 6.00 p.m.

13. SHIFT WORK

- (a) The following conditions will apply in lieu of provisions for day workers as set out in Clauses 12 and 14 of this Agreement:

- (i) Shift work will be allocated by roster on the giving of at least 7 days notice. Any alteration to the roster will require at least 48 hours notice to the employees concerned.
- (ii) In determining shift rosters employees may be required to work up to 11 ordinary time hours in any 24 hour period and an average of 38 hours per week, over one of the following extended periods:
 - (a) 308 hours over an 8 week cycle
 - (b) 448 hours over a 12 week cycle
 - (c) 672 hours over an 18 week cycle.
- (iii) In each shift 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 two paid refreshment breaks each of ten minutes, one in the first and one in the second half of each shift, to be taken at a time to suit the needs of the operation. These provisions will operate in lieu of the provisions of Clause 15, sub-clauses (a) and (f).
- (iv) For all work performed in excess of the rostered ordinary time hours on any one shift employees will be paid at double the ordinary time skill level rate at which they are classified.
- (v) An employee required by his/her employer to work overtime in excess of ordinary hours on any one day will be entitled to a break of 10 hours before resuming ordinary work on the next day.
If an employee is required by his/her employer 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 he/she shall suffer no loss of pay for such ordinary working time occurring during such absence.
- (vi) In calculating the rate of pay for shift work a premium of 29% will be added to the appropriate classification level rate except for the Kiln Operator who will have 33% added. These premium rates will apply during the period of absence on annual leave in lieu of the provisions of Sub-clause 18(a).
- (vii) When a shift (or the greater part of a shift) falls on a public holiday then employees will be paid an extra one and a half times their shift rate of pay for that day. When a shift worker is rostered off duty on a public holiday then the employee will be paid an extra day's pay at the shift work rate. These provisions will apply in lieu of the provisions of Clause 14(e).
- (viii) A shift worker who works on a shift roster for a full year will in addition to 4 weeks annual leave paid at the shift work rate receive an extra week's pay at the shift work rate to be paid in the last pay period prior to Christmas. Provided that should there be a shut-down of the works of not less than one week during the year such extra week's pay or any part of it shall be available to a shift worker on the worker's request in writing. For shift work

undertaken for a lesser period a pro-rata payment will be made on the basis of 1 extra day for each 36 shifts worked.

- (ix) Payment for absence on sick leave will be made at the appropriate skill level rate without the inclusion of the shift premium provided in sub-clause (vi) above.

14. OVERTIME (DAY WORKERS)

- (a) The rate for the calculation of overtime payments will be that set out in Clause 7 for the Level of skill at which the employee has been appropriately classified.
- (b) For all work performed in excess of the 8 hours of ordinary time on any one day (as determined in the 5 consecutive day cycle for any one week in Clause 12(b) employees will be paid at the rate of time and a half for the first two hours and double time for each hour after that.
- (c) For work performed on a Saturday employees will be paid, for a minimum of four hours work, time and a half for the first two hours and double time for each hour after that.
- (d) Payment for work performed on a Sunday will be at the rate of double time with a minimum payment as for 4 hours of work.
- (e) An employee who is required to work on a public holiday will be paid at the rate of double time and a half with a minimum payment of 4 hours of work.
- (f) An employee required by his/her employer to work overtime in excess of ordinary hours on any one day will be entitled to a break of 10 hours before resuming ordinary work on the next day.
If an employee is required by his employer 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 he shall suffer no loss of pay for such ordinary working time occurring during such absence.
- (g) Employees will work a reasonable amount of overtime when required.
- (h) An employee recalled to work overtime after leaving the Plant at the end of the required work for the day will be paid at the appropriate rate set out in this clause for a minimum of 4 hours work.
- (i) When an employee finishes working overtime at a time when reasonable means of transport is not available, the employer will provide that employee with transport to his home or to the nearest public transport.

15. MEAL BREAKS AND ALLOWANCES

- (a) A day-work employee will be allowed an unpaid meal break of half an hour to be taken between 4 to 6 hours after the commencement of work. Each subsequent unpaid meal break of similar duration will be taken 4 to 6 hours after the time of the resumption of work after the previous meal.
- (b) Employees who are required to work through a meal break period (as described in sub-clause (a) above) will be paid at the rate of double time for the half hour when the meal break would have been taken and allowed an additional unpaid half hour for the meal subsequently to be taken.
- (c) 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 emergency staff may be used to operate the Plant while a relief employee is being obtained.
- (d) 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 employer or paid the sum of \$7.00 with a further \$6.00 for each subsequent meal.
- (e) 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 .
- (f) An employee will be allowed a paid refreshment break of 10 minutes in the first half of ordinary hours worked on each day, to be taken to suit the needs of the operation.

16. SICK LEAVE

- (a) An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment will be entitled to paid leave of absence as follows:
 - (i) No payment will be made for any absence for which workers' compensation is paid or payable.
 - (ii) The employee will advise the employer of the expected absence, its cause and likely duration, prior to the employee's normal commencement time
 - (iii) If required, the employee will provide satisfactory evidence of the illness or injury.

- (iv) While in the first year of service an employee shall be entitled to not less than one week's paid sick leave, an employee shall, under this Agreement, be entitled to one further week's paid sick leave. This two week's paid sick leave shall be available on the basis of up to 6 hours and 20 minutes of ordinary time at the beginning of each month, provided that payment for such leave may be withheld until after the completion of the first three months' service.
- (v) In any subsequent year up to 76 hours of ordinary time will be available from the beginning of each year of service.
- (vi) 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.

17. ANNUAL LEAVE (DAY WORKERS)

- (a) Annual leave will be allowed to all employees in accordance with the Annual Holidays Act, 1944 except as provided by paragraph 13(a)(viii). In particular the following provisions will apply:
- (b) All employees engaged by the week will be given four weeks annual leave for each completed year of service, being paid in advance the rate of pay they normally receive for their skill level for the period of leave taken.
- (c) The annual leave may be taken in one or more periods by agreement between the employer and the employee subject to the provisions of the Annual Holidays Act 1944.
- (d) When a public holiday (as prescribed in Clause 19) occurs while an employee is on annual leave then the leave period will be extended by one day for each holiday that occurs.
- (e) If the employment of a weekly paid employee is terminated, that employee will be paid for any outstanding leave entitlement at the normal rate of pay for the employee's skill level, including pro rata payment for any part of a year's entitlement.
- (f) If the employer intends to close (or reduce to a nucleus) the operation for a period of up to 4 weeks each year then the majority of employees will be required to take their annual leave. Employees will be paid in advance at the rate described in sub-clause (b) of this clause. Any employee with insufficient leave entitlement for the period of close down will be given leave without pay (without interfering with continuity of service for accrual of entitlements). Employees with insufficient leave will be given preference for remaining in employment providing that they have the necessary skills and experience required.

18. ANNUAL LEAVE LOADING (DAY WORKERS)

- (a) A weekly paid employee who goes on 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.
- (b) A weekly paid employee who is terminated by the employer will be paid a loading as in sub-clause (a) above for all untaken leave to which the employee is entitled. No payment will be made to an employee who has been terminated for misconduct.

19. PUBLIC HOLIDAYS

- (a) For the purposes of this Agreement the public holidays will be Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Financial Members' Day, and all other days proclaimed as holidays in New South Wales either as a substitution for or additional 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 overtime rates as set down in clause 14(e).
- (c)(i) Payment shall be made for the said holidays subject to the conditions that the employees shall have presented themselves for work on the working days immediately preceding and succeeding the holidays specified herein, and shall have worked during normal working hours as required by the employer:
provided that any absence from duty on either or both of the days preceding or succeeding the holidays owing to illness or injury covered by a certificate of a medical practitioner or by consent of the employer shall not render an employee ineligible for payment for the holiday.
- (ii) Where a group of holidays, as defined in sub-clause (d) of this clause occurs and an employee is found to be not eligible for payment of same because of his non-compliance with any or all of the conditions set forth in paragraph (c)(i) of this sub-clause, he shall forfeit payment for only one day of such group of holidays.
- (d) Where two or more of the holidays provided for in sub-clause (a) of this clause occur within one week such holidays shall, for the purpose of this award, be deemed to be a group of holidays.

20. PAYMENT OF WAGES

- (a) All monies payable to an employee will be paid by electronic funds transfer 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 weekly payment the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

21. FIRST AID ALLOWANCE

- (a) Training in basic first aid skills will be provided to all employees.
- (b) An employee who holds an appropriate First Aid Certificate and who is appointed by the Company to perform first aid duty, in addition to ordinary work, will be paid an allowance of \$1.69 per day in addition to the wage rate paid as required by Clause 7.

22. BEREAVEMENT LEAVE

- (a) An employee shall on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, foster parent, brother, sister, child, step-child, or foster child be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer if the employer so requests. Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated, but shall include a person who lives with the employee as a de facto wife or husband.

23. JURY SERVICE

- (a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

24. 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) For each meeting a payment will be made to employees attending the meeting for 1 hour at the rate for the employee's skill level. This provision also applies to shift workers.

25. EMPLOYEE GRIEVANCE PROCEDURE

- (a) The following procedure shall be followed by an individual employee who feels he/she has a genuine personal grievance relating to his/her employment.
 - (i) The employee shall notify his/her immediate supervisor or in the absence of the supervisor the next senior management person (in writing or otherwise) of the substance/gist of the alleged grievance, the grounds/reasons to support the claim and state the remedy sought and request a meeting with the supervisor for bilateral discussion of the matter. The supervisor shall record in writing the substance/gist of the alleged grievance, the grounds/reasons put forward in support and the remedy sought by the employee.
 - (ii) The bilateral discussion between the employee and the supervisor shall take place as soon as practicable after the notification of the alleged grievance but in any case not later than 2 clear week days after such notification or as may be otherwise agreed between the employee and the employee's supervisor.
 - (iii) Before this bilateral discussion takes place the supervisor shall check or cause to be checked the substance/gist of the alleged grievance, the grounds/reasons given to support the claim and the remedy sought so that the supervisor may be able to respond to the alleged grievance in an appropriate manner.
 - (iv) At this bilateral discussion the employee shall be entitled to pursue his/her claim in detail, with the supervisor recording in writing any grounds/reasons or details not previously provided by the employee. The supervisor shall then respond to the claim replying to the points raised as far as able with appropriate time being allowed for the supervisor to check out any grounds/reasons or details not previously provided. The employee and the supervisor shall, if the supervisor's response is not then fully accepted by the employee, discuss the matter further in an endeavour to gain its resolution. If, at the conclusion of the discussion, the matter has not been resolved, the supervisor shall give his/her final response to the employee's grievance including reasons for not implementing any claimed remedy.

- (v) If the employee is not satisfied with the supervisor's response, the employee and the supervisor shall refer the alleged grievance to the next senior management person who shall meet with the employee in accordance with steps (ii), (iii) and (iv) above.
- (vi) If the employee is still not satisfied with the response to the alleged grievance, the employee and the management person shall refer the alleged grievance to the manager and/or to the management person responsible for personnel/employee relations matters. In addition, the employee may request to be and shall be permitted to be represented by the Federated Brick Tile and Pottery Industrial Union of Australia, NSW Branch. A date and time as soon as practicable after such notifications and as agreed by these parties shall be set to discuss the alleged grievance and procedures (iii) and (iv) above shall apply.
- (vii) If the employee is still not satisfied with the outcome of the above discussions and still feels disadvantaged over his/her employer's action(s) that relate(s) to:
 - (a) a question, dispute or difficulty in respect of this Agreement; or
 - (b) alleged discrimination in employment within the meaning of the Anti-Discrimination Act 1977, the employee, with the leave of the Industrial Relations Commission, may refer the grievance to the Commission for determination.
- (viii) While the above procedures are being followed normal work shall continue.
- (ix) All employees and parties to this Agreement are to be made familiar with this resolution of alleged grievance procedure and are to give an undertaking to abide by it.

26. COUNSELLING AND DISCIPLINARY PROCEDURE

- (a) Supervisors and Managers will counsel employees in regard to minor instances of unacceptable behaviour, rather than allow them to go unchecked until disciplinary action is needed.
- (b) When disciplinary action is needed the following procedure will be used:
 - (i) As soon as a supervisor becomes aware of a situation or circumstance possibly requiring disciplinary action the supervisor will notify the immediate superior who will ensure that the Site Manager is promptly advised.
 - (ii) The Site Manager will have the matter investigated as soon as practicable after receiving the advice.

- (iii) Should the Site Manager decide that disciplinary action is required then the employee will be interviewed in the presence of the employee's delegate.
- (iv) The Site 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.
- (v) If the Site Manager decides to take disciplinary action then the employee will be given a first warning in writing in the presence of the employee's delegate. A copy of the warning will be placed on the employee's file.
- (vi) If further disciplinary action in respect to the same employee is taken by the Site Manager then a second and final warning will be given in writing in the presence of the employee's delegate and a copy placed on the employee's file.
- (vii) If further disciplinary action is needed in respect to the same employee then the employee will be formally terminated in the presence of the employee's delegate.
- (viii) Written warnings held on employee's file will lapse and may not be used for further disciplinary action after a period of twelve months.
- (ix) If the Site 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 11(h) of this Agreement.

27. INTRODUCTION OF CHANGE

- (a) If the Employer should make a definite decision to introduce major changes in production, program, organisation, structure or technology which are likely to have a significant effect on employees then the matter will be brought to the attention of the employees and their Union together with all relevant information.
- (b) Discussions will take place between the employees' representatives and their Union and the management with a view to mitigating the effects of the changes on employees and to enable consideration of matters raised by employees.

28. REDUNDANCY

- (a)(i) The Company may shut down its Plant or part thereof for a period of up to three months and stand down employees for such period without paying redundancy payments. During this period the Annual Leave and Long Service Leave entitlements of employees will continue to accrue.
- (ii) Should a decision be taken not to re-open the Plant or shut down part during, or at the end of, the three months' period then the Company will make redundancy payments to those employees made redundant. The effective date of a redundancy is the date notified to an employee that due to one of the reasons listed in paragraph (iii) below that employees services are no longer required by the Company.
- (iii) Subject to paragraphs (i) and (ii) above, redundancy payments will also be made in the case of any termination resulting from any of

- (1) cessation of tile-making activities, or
temporary or permanent reduction in output, or
(3) reduction of staff due to technological change.

- (b) Redundancy payments will be made according to the following:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
1 year or less	Nil
Over 1 year and up to the completion of 2 years	5 weeks' pay
Over 2 years and up to the completion of 3 years	7.5 weeks' pay
Over 3 years and up to the completion of 4 years	8.75 weeks' pay
Over 4 years and up to the completion of 5 years	10 weeks' pay
Over 5 years	10 weeks' pay plus 1 extra weeks' pay for each year of service over 5 years

- (c) No payment will be made to an employee who is offered work elsewhere in the Boral group of companies. However, if the employee finds the position to be unsuitable during a trial period of up to 3 months, and the employee leaves or is terminated during that period, then redundancy payments will be made as in sub-clause (b) above.
- (d) "Week's pay" means the ordinary time rate of pay at the appropriate classification level of skill.

- (e) Severance payments shall not exceed the amount the employee would have earned if that employment had continued to 65 years of age.
- (f) An employee who is given notice of redundancy may terminate the employment at any time during the notice period. In such case the employee will be paid the severance benefit but no payment in lieu of outstanding notice.
- (g) An employee who is dismissed for misconduct as described in Clause 11(h) of this Agreement will not be eligible for any of the benefits of this Clause.

29. COLLECTIVE DISPUTES PROCEDURE


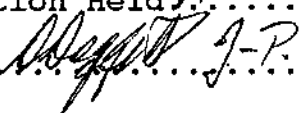
- (a) The following procedure shall be followed for dealing with any question, dispute or difficulty arising out of this Agreement which affects employees collectively.
 - (i) The employees concerned either collectively or through their chosen representatives, shall notify their immediate supervisor(s) or, in the absence of the supervisor(s), their next immediate senior manager, of the question, dispute or difficulty and state the outcome sought. The employees may also notify the Federated Brick Tile and Pottery Industrial Union of Australia, NSW Branch of the matter and the outcome sought.
 - (ii) In an endeavour to resolve the question, dispute or difficulty, a meeting of the employees concerned or of their representatives and their supervisor(s) shall take place as soon as practicable after the notification of the matter but in any case not more than 3 clear week days after such notification or as may be otherwise agreed between the employees and the supervisor(s).
 - (iii) Before this meeting takes place, the supervisor(s) shall check or cause to be checked the various provisions of the Agreement relating to the question, dispute or difficulty so that the supervisor(s) may give an appropriate response to the employees concerned.
 - (iv) If the matter is still not resolved it shall be referred to the Works Manager and/or the management person responsible for personnel/employee relations and, if so required by the employees concerned to the Union who may represent the employees. The parties to whom the matter has been referred shall arrange a meeting to endeavour to resolve the matter as soon as practicable after the referral but in any case not later than 7 clear week days after the referral or as may be otherwise agreed.
 - (v) If the matter still remains unresolved, it shall, within 7 days of failure to resolve it, be referred by the parties to this Agreement to the Commission for determination.

- (vi) While the above procedure is being followed all work shall continue normally. If there is a bona fide risk to the safety of employees such employees shall be moved to another part of the plant where there is no risk.
- (vii) All employees and parties to this Agreement are to be made familiar with this collective disputes procedure and are to give an undertaking to observe it.


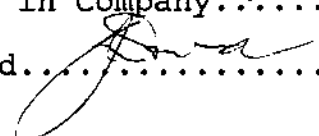
30. SIGNATORIES

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

Accepted on behalf of employees, members of The Federated Brick Tile and Pottery Union of Australia (New South Wales Branch), in confirmation that at least 65% of employees have voted in secret ballot to abide by the terms and conditions of the Agreement.

Signature..........Date.....23-3-93.....
 Union Position Held.....*ASSISTANT SECRETARY*.....
 Witnessed..........Date.....23/3/93.....

Accepted on behalf of Boral Montoro Pty Limited.

Signature..........Date.....1/4/93.....
 Position in Company.....*DIVISIONAL GENERAL MANAGER*.....
 Witnessed..........Date.....1/4/93.....