

**Laminex<sup>®</sup>**

**MONKLAND AGREEMENT  
2024**

**1. TITLE**

This Agreement shall be known as the Laminex Monkland Agreement 2024. (“the Agreement”).

**2. ARRANGEMENT**

This Agreement is arranged as follows:

1. TITLE.....	2
2. ARRANGEMENT.....	2
3. APPLICATION.....	4
4. PARTIES BOUND & DEFINITIONS .....	4
5. DATE AND PERIOD OF OPERATION .....	4
6. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS .....	4
7. OBJECTIVES OF THIS AGREEMENT .....	4
8. CLASSIFICATIONS AND RATES OF PAY .....	5
9. APPRENTICES .....	6
10. PAYMENT OF WAGES, PAY CYCLE & PAYSLEIPS .....	7
11. DISPUTE RESOLUTION PROCEDURE.....	7
12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	7
13. ALLOWANCES & SPECIAL RATES.....	7
14. ACCIDENT PAY.....	8
15. SUPERANNUATION .....	8
16. HOURS OF WORK .....	9
17. BREAKS.....	11
18. OVERTIME .....	11
19. TIME IN LIEU OF PAYMENT OF OVERTIME .....	13
20. MAKE UP TIME .....	13
21. CALL BACKS .....	13
22. STAND BY .....	13
23. NON-ACCUMULATION OF PENALTIES .....	13
24. FLOOD PAYMENT OPTIONS.....	13
25. PROBATIONARY PERIOD .....	14
26. EMPLOYMENT TYPES .....	14
27. OBLIGATIONS OF EMPLOYEES .....	15
28. APPROPRIATE BEHAVIOUR IN THE WORKPLACE .....	16
29. HEALTH AND SAFETY – PROTECT.....	16
30. DRUGS AND ALCOHOL.....	16
31. PERFORMANCE MANAGEMENT .....	16
32. SUSPENSION AND INSTANT DISMISSAL.....	17
33. ANNUAL LEAVE .....	17
34. PERSONAL/CARER’S LEAVE .....	18
35. LONG SERVICE LEAVE .....	18

36.	COMPASSIONATE LEAVE .....	19
37.	PARENTAL LEAVE .....	19
38.	COMMUNITY SERVICE LEAVE AND JURY SERVICE .....	19
39.	DOMESTIC VIOLENCE LEAVE.....	19
40.	LEAVE WITHOUT PAY .....	19
41.	PUBLIC HOLIDAYS.....	19
42.	TERMINATION OF EMPLOYMENT.....	20
43.	TRAINING & DEVELOPMENT .....	20
44.	SITE PERFORMANCE IMPROVEMENT .....	21
45.	PROVISION OF UNIFORMS .....	21
46.	CONSULTATION IN RELATION TO MAJOR CHANGE .....	21
47.	JOINT CONSULTATIVE COMMITTEE (JCC) .....	21
48.	NO EXTRA CLAIMS.....	22
49.	CONDUCT OF THE PARTIES & RENEWAL OF AGREEMENT .....	22
50.	EMPLOYEE REPRESENTATIVES.....	22
51.	RIGHT OF ENTRY OF UNION OFFICIALS.....	22
52.	REDUNDANCY / SEVERANCE PAYMENTS.....	23
53.	STAND DOWN .....	23
54.	SIGNATORIES TO AGREEMENT .....	24
	APPENDIX 1 – DISPUTES RESOLUTION PROCEDURE.....	25
	APPENDIX 2 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	26
	APPENDIX 3 – CONSULTATION IN RELATION TO MAJOR CHANGE .....	27
	APPENDIX 4 – REDUNDANCY .....	29
	APPENDIX 5 – PRODUCTION OPERATOR CLASSIFICATION STRUCTURE .....	31
	APPENDIX 6 – TRADE CLASSIFICATION STRUCTURE .....	34

### **3. APPLICATION**

This Agreement shall apply at Laminex, 29 Langton Road Monkland Gympie (or its replacement site) and to all employees who are engaged in any of the classifications listed in the Agreement.

This Agreement does not cover employees employed by the Laminex Group Pty Ltd who are engaged to work at other locations.

### **4. PARTIES BOUND & DEFINITIONS**

The parties to this Agreement are:

- a) Laminex Group Pty Limited.
- b) Employees of Laminex located at Laminex's Monkland Plant as defined in clause 3 above.
- c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, Queensland and Northern Territory Divisional Branch (ETU)
- d) Automotive, Metals, Engineering, Printing and kindred Industrial Union of Employees (AMWU)
- e) Construction, Forestry and Maritime Employees Union (CFMEU)

Definitions:

- i. A reference to the "Employee" means an employee employed by Laminex Group Pty Limited;
- ii. A reference to the "Company", "Laminex" or "Employer" shall mean Laminex Group Pty Limited;
- iii. A reference to "the Agreement" or "this Agreement" shall mean Laminex Monkland Agreement2024.

### **5. DATE AND PERIOD OF OPERATION**

This Agreement comes into operation seven (7) days after its approval by the Fair Work Commission. This Agreement shall remain in force until varied, terminated or replaced.

The nominal expiry date of this Agreement is 17<sup>th</sup> June 2028.

### **6. RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

(a) National Employment Standards (NES):

- i. The NES is a set of legislated minimum employment entitlements under the Fair Work Act.
- ii. If a term of this agreement is found to be inconsistent with the NES, then the more beneficial terms of the NES will take precedence to the extent of the inconsistency.
- iii. Where this agreement provides a more favourable condition than the NES, then the more favourable condition will apply.

The provisions of this Agreement will be limited to matters which are permitted matters within the meaning of section172(1) of the *Fair Work Act*.

This Agreement regulates all terms and conditions of employment and operates to the exclusion of all other industrial instruments, including but not limited to, modern awards and predecessor agreements. This Agreement supersedes and replaces all previous Agreements.

### **7. OBJECTIVES OF THIS AGREEMENT**

This Agreement and the parties to it, seek:

- to develop a workplace where the Laminex Vision, Values and objectives may be achieved to the benefit of all concerned;
- to enhance the safety and fairness of Laminex's operations;
- the achievement of customer satisfaction, quality, productivity, efficiency and flexibility for the company;
- the achievement of job security, career enhancement, improved conditions of employment and employment opportunities; and
- all parties to act in good faith in fulfilling their respective functions and obligations under this Agreement.

**8. CLASSIFICATIONS AND RATES OF PAY**

- (a) This Agreement provides wage increases from the first full pay period on or after (FFPPOOA) the dates specified in Clause 8(d).
- (b) For the avoidance of doubt, the below table incorporates any applicable annual wage increase from year to year.
- (c) The Classification Structure is contained in Appendix 5 and 6 of this Agreement.
- (d) Wage Rates & Allowances:

**Wage Rates**

Classification	FFPPOOA Agreement Commencement Date \$ per hour	FFPPOOA 6 <sup>th</sup> April 2025 \$ per hour	FFPPOOA 6 <sup>th</sup> April 2026 \$ per hour	FFPPOOA 6 <sup>th</sup> April 2027 \$ per hour
<b>% Increase</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>
<b>Process Operators</b>				
MKL5	\$29.21	\$30.08	\$30.98	\$31.91
MKL4	\$30.70	\$31.62	\$32.57	\$33.55
MKL3	\$32.73	\$33.71	\$34.72	\$35.76
MKL2	\$34.60	\$35.64	\$36.70	\$37.81
MKL1	\$36.47	\$37.56	\$38.69	\$39.85
<b>Fitters</b>				
C10	\$39.29	\$40.47	\$41.69	\$42.94
C9	\$41.21	\$42.45	\$43.72	\$45.03
C8	\$43.13	\$44.42	\$45.76	\$47.13
C7	\$45.05	\$46.40	\$47.79	\$49.23
C6	\$48.88	\$50.35	\$51.86	\$53.41
<b>Electricians</b>				
EC10	\$39.29	\$40.47	\$41.69	\$42.94
EC9	\$41.21	\$42.45	\$43.72	\$45.03
EC8	\$43.13	\$44.42	\$45.76	\$47.13
EC7	\$45.05	\$46.40	\$47.79	\$49.23
EC6	\$48.88	\$50.35	\$51.86	\$53.41

**Allowances**

<b>Allowances</b>				
Meal	\$16.81 / meal	\$16.81meal	\$16.81meal	\$16.81/ meal
First Aid	\$22.67 / week	\$22.67 / week	\$22.67 / week	\$22.67 / week
Higher Duties	\$50.00 / shift	\$50.00 / shift	\$50.00 / shift	\$50.00 / shift
Workplace Assessor	\$11.00 / week	\$11.00 / week	\$11.00 / week	\$11.00 / week
2IC	\$1.50 / hour	\$1.50 / hour	\$1.50 / hour	\$1.50 / hour

**(e) Payment for ordinary shifts**

- i. An employee when on day work will be paid at ordinary rates. Ordinary rates means the hourly rate for the employee’s classification specified in 8 (d) plus any allowances specified as being included in the employee’s ordinary hourly rate or payable for all purpose.
- ii. An employee when on night shift will be paid 15% loading on the ordinary rate.
- iii. An employee when on continuous shift work will be paid at 50% loading when working Saturdays on the ordinary rate.
- iv. An employee when on continuous shift work will be paid at 100% loading when working Sundays on the ordinary rate.
- v. An employee (other than at their own request) works night shifts only, will be paid a 30% loading when working nights on the ordinary rate.,

Other than those wage and or allowance increases identified within the Agreement, there shall be no further wage increases or claims for the life of the Agreement.

**9. APPRENTICES**

The Company will commit to all apprentices continuing to receive paid training which meets the requirement of the industry training advisory board and results in a consistent national qualification. This includes payment for excess reasonable costs associated with block release training and reimbursement of fees and textbooks. Where an apprentice is required to attend training contracted block release training, and the training requires an overnight stay, the Company will pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.

To remove doubt, excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. Excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

Junior employees shall not be employed in any occupation to which apprentices may be taken pursuant to the relevant state legislation.

Apprenticeships under this agreement are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.

An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training contract, State legislation and the apprenticeship authority.

The probationary period of an apprentice is as set out in the training contract and must not exceed 3 months.

Apprentices shall receive a wage per week expressed as a percentage of the C10 tradesperson's rate.

<b>Wage Level</b>	<b>% of C10 or Trade Equivalent on Entry (Under 21 Years Old)</b>	<b>Adult Apprentice % of C10 or Trade Equivalent on Entry (21 Years or over)</b>
1	55%	80%
2	65%	84%
3	75%	87%
4	91%	91%

Adult Apprentice means a person of 21 years of age or over at the time of entering into an indenture or training agreement.

Apprentices shall be entitled to this wage progression if they hold a Senior Certificate (or equivalent qualification from TAFE or interstate education authority) demonstrating that the relevant proportion of the total competency points have been achieved for each stage.

**10. PAYMENT OF WAGES, PAY CYCLE & PAYSLEIPS**

Wages are paid fortnightly into an employee's nominated bank account by electronic funds transfer (EFT) and be paid no later than two days following the expiration of the pay period. The company will endeavour to rectify any pay error, and process final payments following termination of employment within a reasonable timeframe and at the next most practical pay period. Employee payslips are emailed directly to employees.

**11. DISPUTE RESOLUTION PROCEDURE**

If a dispute relates to a matter arising from this Agreement, or the NES, the parties agree to resolve the dispute in a timely manner by following the Disputes Resolution Process as outlined in Appendix 1 of this Agreement.

**12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

An employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The parties can do this by utilising the Flexibility Term contained in Appendix 2 of this Agreement.

**13. ALLOWANCES & SPECIAL RATES**

**(a) First Aid Allowance**

A first aid allowance as per the Allowance table in Clause 8d will be paid to suitably qualified and Company appointed employees. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement.

**(b) Meal Allowance**

Where an employee is required to work overtime for two hours or more without being notified the day before of such overtime, the employee will be paid a meal allowance, as per the Allowance table in Clause 8d. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement.

**(c) Higher Duties Allowance**

Where an employee is requested to carry out higher duties (such as Shift Team Leader) for more than two hours during one day or shift the Employee will be paid an agreed allowance as per the allowance table in Clause 8d. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement. Dependent on the higher duties arrangement, employees may enter into a secondment agreement whilst performing such duties.

**(d) 2IC Allowance**

Where an employee is requested to perform in a second in charge position for more than two hours during one day or shift, the employee will be paid an agreed allowance as per the allowance table in Clause 8d. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement.

**(e) Vehicle Allowance**

A vehicle allowance of \$0.95 per kilometre is payable to an employee who by agreement with the employer uses the employee's own motor vehicle for work purposes. Where an employee uses their own vehicle for travelling to and from a job away from the usual place of work, the vehicle allowance is payable to the employee for the distance by which the trip exceeds the distance that the employee normally travels in going to and from the usual place of work. This allowance is a fixed amount and shall not increase for the life of this Agreement. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement.

**(f) Confined Spaces Special Rate**

A confined spaces allowance of \$0.99 per hour (Maintenance) or \$0.80 per hour (Production) must be paid to an employee working in a confined space. Confined space means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation (inside boilers, steam

drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers). This special rate is paid at the listed rate irrespective of the times at which the work is performed, and are not subject to any premium or penalty additions. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement.

**(g) Height Money Special Rate**

**Maintenance:** A height money allowance of \$0.55 per hour is to be paid to an employee other than a linesperson, linesperson's assistant, rigger and splicer, engaged in the construction, erection, repair and/or maintenance of steel frame buildings, gasometers or other structures at a height in each case of 15 metres or more directly above the nearest horizontal plane.

**Production:** A height money allowance of \$1.99 shift or part thereof is payable to an employee who is required to work at a height of or over 9 metres directly above the nearest horizontal place or on a suspended scaffold. This allowance is not an all-purpose allowance, is a fixed amount and shall not increase for the life of this Agreement.

**(h) Damage to clothing, spectacles, prescription lense hardening & hearing aids**

Compensation must be made by an employer to an employee to the extent of the damage sustained where, in the course of work, clothing, spectacles or hearing aids are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Compensation is not payable if an employee is entitled to workers compensation in respect of the damage. Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

An employer who requires an employee to have their prescription lenses case hardened must pay for the cost of case hardening.

Where an employee is required to purchase and wear protective clothing and equipment as stipulated by the relevant law operating in a State or Territory, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment unless the clothing and equipment is paid for by the employer.

**(i) Tool Allowance**

The applicable tool allowance has been incorporated within the hourly rate where a Fitter or an Electrician supplies their own tools. The replacement, security and maintenance of an employee's own tools shall be at the employees' own expense.

All-purpose means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave.

**14. ACCIDENT PAY**

Should a Production employee (as per Appendix 5), meet with an accident at the place of employment (including travelling to or from the place of employment) and weekly payments of compensation are paid to the employee under the applicable workers' compensation legislation presently in force in the States and areas covered by this Agreement, the employee shall have the amount received by way of compensation increased by the employer to the amount of the usual weekly rate of pay (not including over Agreement payments, shift loadings or overtime). This shall be limited to a maximum period of 39 weeks.

Casual employees' accident pay should be based on the number of hours worked per week in the month prior to the accident. The amount paid is the usual weekly rate of pay including casual loading, but not including shift loadings or overtime.

Accident pay does not apply to Maintenance Employees (as per Appendix 6).

**15. SUPERANNUATION**

(a) Employees may join Australian Super, which is the default fund for employees covered by this



Agreement;

- (b) An employee is also able to exercise choice of a Superannuation fund;
- (c) In the absence of a nomination by the Employee, and where they have no existing fund for contributions to be stapled to, contributions will be paid into the Employer's default fund
- (d) The Company will make Superannuation Guarantee Contributions (SGC) to the employees nominated fund;
- (e) The Company can facilitate salary sacrifice arrangements for employees where it is cost neutral to the Company and the employee has authorized the arrangement;
- (f) Employees will elect a set weekly amount to be sacrificed into their nominated fund. The amount and fund will remain for one year from the date of nomination;
- (g) The amount elected in sub-clause e) above, will take in to account the lowest amount of pay that the employee could earn in any week (i.e. 38 ordinary hours should they be on worker's compensation or other standard deductions);
- (h) At the time of election to salary sacrifice, the employee must supply written confirmation from their fund stating that the fund will accept additional contributions;
- (i) Where an employee sacrifices a component of their salary towards additional superannuation under this clause, the minimum rate of wage payable to that employee in each week shall be reduced by the sacrificed amount;
- (j) Employees wishing to transfer their superannuation membership can do so once a year; and
- (k) Contributions made by the company can only be made into a complying Superannuation fund as specified under legislation.

Subject to the governing rules of the relevant superannuation fund, the employer will also make the superannuation contributions provided for 15(d) while the employee is on any paid leave, and for the period of absence from work due to work-related injury or work-related illness (provided that the employee is receiving workers' compensation payments, or regular payments directly from the employer and they remain employed by the Employer)

## **16. HOURS OF WORK**

### **(a) Ordinary Hours of Work**

- i. Ordinary hours of work for full-time workers are to be an average of 38 hours per week.
- ii. To meet the requirements of the business, different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the area concerned.
- iii. The spread of ordinary hours is between 6:00 a.m. to 6:00 p.m.
- iv. The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- v. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- vi. The spread of ordinary hours can be varied by one hour for the start and finish of a day for individuals by agreement with effected employees without additional penalty provided the spread of ordinary hours is limited to 12 hours for any day.
- vii. This Agreement provides for twelve hour shifts, and re subject to:
  - (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made; and
  - (iii) proper supervision being provided and adequate breaks being provided.
- viii. Changes to hours of work can be made through consultation between the company and affected employees in any section of the site covered by this Agreement. This shall include the provision of reasonable prior notice being given by the company to affected employees. Reasonable notice shall be defined as 5 working days' notice (or such shorter period agreed between the company and the employees).

### **Production Employees:**

- i. Where a shift worker is not provided 5 days notice of cessation of shiftwork, then the employer will pay the applicable shift rates payable until the 5 days notice has expired.

- ii. Where a day worker is required to commence shift work at the instruction of less than 5 days notice (with the exception of covering absence which requires only 48 hours notice), the employer will pay the employee a 50% loading on the ordinary hourly rate for all hours worked until the applicable notice period has expired. This payment is in place of any shift loadings otherwise payable (eg. night shift loading).
- iii. The Company will make all attempts to limit roster changes to once in a 28 day period. Where the Company seeks to make multiple changes to roster patterns within a 28 day period, mutual agreement should be sort prior to notice being given.

**(b) Definitions**

- i. **'Day Worker'** means an employee who works day work, Monday to Friday.
- ii. **'Shift Worker'** a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays for the purpose of the additional week of annual leave provided for in the NES.
- iii. **'Day Shift'** means any shift commencing on or after 6.00am and finishing at or before 6.00pm.
- iv. **'Afternoon Shift'** means any shift finishing after 6.00pm and at or before midnight.
- v. **'Night Shift'** means any shift finishing after midnight and at or before 8.00am
- vi. **'Rostered Shift'** means a shift of which the employee concerned has had at least 48 hours' notice of change of shift.
- vii. **'Continuous Work'** means work carried out with consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
- viii. **'Non Continuous Work'** means shift work carried out in an area of the site that does not work consecutive shifts of employees throughout 24 hours of at least six consecutive days without interruption.

**(c) Rostered Days Off (RDO) for Day Workers**

Where the Company makes a decision to implement a system of rostered days off for day work employees, the below will apply.

- i. Day Workers will be able to accrue a RDO one-day in every twenty (20) worked.
- ii. Where the Company makes a decision to introduce an eight and one half (8.5) hour roster, Day Workers will be able to accrue a RDO one-day in every ten (10) days worked.
- iii. Where the Company makes a decision to introduce a 9.5-hour roster, Employees will have an arranged non workday, on one of the five days, Monday to Friday of each week as agreed between the parties. There is no accrual of RDO hours associated with this roster pattern.
- iv. Employees may hold an accrual of five (5) days banked at any time.
- v. An Employee may elect, with the consent of the Company, to take an RDO at any time, including a part day.
- vi. Unless a rostered day off is substituted for another day off or banked, work performed on a rostered day off will be paid in accordance with Clause 18 – Overtime.
- vii. In cases where, by virtue of the arrangement of the ordinary hours of work, the Employee is entitled to an RDO during the work cycle, the weekday to be taken off shall not coincide with a public holiday. This term does not apply to rosters which reflect a non workday (4 day week which does not provide for an RDO accrual).

**(d) Cashing Out of Rostered Days Off (RDO)**

Should the accrued RDOs exceed the maximum (5) day bank, at the end of each quarter of each calendar year (March, June, September and December). the excess days will be paid out (at ordinary rates), except where an Employee has a prior agreement approved by the Company.

Notwithstanding the above, an Employee can request to have RDOs paid out to them at any time and where such a request is made, the RDOs will be paid out (at the ordinary time rate of pay).

## 17. BREAKS

### Meal Breaks

Day Work Employees are entitled to an unpaid meal break of 30 minutes to be taken no later than five (5) hours after the commencement on each day of work.

Day Work Employees are provided with one paid break of up to 15 minutes in duration for the purpose of having a morning and/or afternoon tea break.

**Production Day Work employees:** All work done during an employee's meal break shall be paid for at double time rates of pay. For work performed thereafter until a meal break is allowed, time and one-half rates will be paid.

**Maintenance Day Work employees:** All work done during an employee's meal break shall be paid for at time and one-half rates of pay. For work performed thereafter until a meal break is allowed, time and one-half rates will be paid.

Continuous Shift Work employees working a twelve (12) hour shift are entitled to break/s throughout the shift to a maximum of one (1) hour in duration. The employees shall be entitled to 3 x 20 minute breaks. These breaks are paid. Shift Employees are afforded a reasonable opportunity during the shift to have meal breaks, without loss of pay, but such breaks shall be staggered so as not to impact upon the continued operation of machinery, nor impede production.

### Crib Time

Where an Employee is required to work overtime, a paid meal break is applicable as per the provisions outlined below.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand; provided that the employer will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

### Production Employees

- a) An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four and one half consecutive hours of overtime worked if the employee continues to work after such crib time.
- b) Unless the period of overtime is two hours or less, an employee shall be allowed a meal break of twenty minutes before starting overtime after working ordinary hours, which shall be paid for at ordinary rates
- c) An employee working overtime on a Saturday, Sunday or a Public Holiday shall be allowed a crib time of twenty minutes without deduction of pay after each four and one half hours of overtime worked if the employee continues work after such crib time.

### Maintenance Employees

- a) An employee working overtime will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after such crib time.
- b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off the first rest break must be paid at the employees' ordinary rate.
- c) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a-half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's ordinary time rate.

## 18. OVERTIME

### Production Employees

#### DAY WORKERS AND NON-CONTINUOUS SHIFT WORKERS

- All time worked by employees above their ordinary daily hours will be paid for at the rate of time and a half for the first two hours and double time thereafter.
- iv. All overtime performed on a Saturday by employees, will be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum payment of three (3)

hours.

- v. All overtime performed on Sundays by employees, will be paid for at the rate of double time with a minimum payment of three (3) hours.
- vi. All work performed by employees on a public holiday will be paid for at the rate of double time and a half with a minimum payment of three (3) hours. Double time and a half shall include the employees' ordinary rate of pay where due under this Agreement.
- vii. In computing overtime each day's work stands alone.

### **Maintenance Employees**

#### **DAY WORKERS AND NON-CONTINUOUS SHIFT WORKERS**

- All time worked by employees above their ordinary daily hours will be paid for at the rate of time and a half for the first three hours and double time thereafter.
- viii. All overtime performed on a Saturday by employees, will be paid for at the rate of time and a half for the first three hours and double time thereafter with a minimum payment of four (4) hours.
- ix. All overtime performed on Sundays by employees, will be paid for at the rate of double time with a minimum payment of three (3) hours.
- x. All work performed by employees on a public holiday will be paid for at the rate of double time and a half with a minimum payment of three (3) hours. Double time and a half shall include the employees' ordinary rate of pay where due under this Agreement.
- xi. In computing overtime each day's work stands alone.

### **Continuous Shift Workers**

- For a continuous shift worker, the rate of working overtime is double time.
- In computing overtime each day's work stands alone.
- Public holiday provisions for Shift Workers are outlined below:
  - a) Where an employee is rostered to work, and attends for their shift they will be paid at the rate of double time and a half for all hours worked.
  - b) Where an employee is rostered to work, however is not required to attend for their shift they will receive payment that they would have ordinarily received for that day (ordinary time of 10.85 hours).
  - c) Where an employee is not rostered to work, the employee will be paid 7.6 hours in recognition of the public holiday.
  - d) Where an employee is not rostered to work, and attends for an overtime shift they will be paid at the rate of double time and a half.

### **Requirement to work reasonable overtime**

The Company may require an employee to work reasonable overtime. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- any risk to employee health and safety;
- the employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
- any other relevant matter.

### **Rest Period after overtime**

Where it is necessary for an employee to work reasonable additional hours, work will be organised so the employee will have at least 10 hours off duty on successive days. If the company instructs an employee to resume or continue work without having had 10 consecutive hours off duty, the employee will be paid at double time during ordinary hours until released from duty and will be entitled to be absent for 10 consecutive hours without deduction in pay for ordinary hours of work accruing during such an absence.

### **19. TIME IN LIEU OF PAYMENT OF OVERTIME**

An employee and the Company may agree to the employee taking time off instead of being paid for overtime that has been worked by the employee. This should be agreed in writing.

**Production Employees:** The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

**Maintenance Employees:** The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

Accumulated time in lieu must be taken within six months of the overtime being worked. If the Employee chooses not to take the time in lieu within this period, the Company will pay the employee for the banked time in the next pay period at the overtime rate applicable to when the overtime was worked. Any banked time in lieu shall be paid at out termination at the overtime rate applicable to when the overtime was worked.

### **20. MAKE UP TIME**

An employee on day work may elect, with the consent of the Company, to work make up time under which the Employee takes off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

An employee on shift work may elect, with the consent of the Company, to work make up time under which Employees takes time off ordinary hours and work those hours at a later time, at the shift rate which would have been applicable to the hours taken off.

### **21. CALL BACKS**

An employee will be deemed to be on a call back if the employee is recalled to work overtime without receiving prior notice before ceasing work.

- An employee who is called back to work as defined in this clause, will be paid for a minimum of four hours work at the applicable overtime rate as outlined in Clause 18 for each time so recalled; provided that any subsequent call backs occurring within a four-hour period of a call back will not attract any additional payment.
- Except in unforeseen circumstances the employee shall not be required to work the full four hours' work if the work the employee was recalled to perform is completed in a shorter period.

### **22. STAND BY**

When an employee is required by the Company to be ready for a call back to work the employee shall, until either released or notified to attend for duty, be paid at ordinary rates for standing by.

### **23. NON-ACCUMULATION OF PENALTIES**

The overtime rates and weekend penalty rates prescribed in this Agreement will be in substitution for and not cumulative on the shift allowances prescribed elsewhere in this agreement.

**Maintenance:** Special rates and rates for work on public holidays are not cumulative so as to exceed the maximum of double and a half of the ordinary hourly rate.

### **24. FLOOD PAYMENT OPTIONS**

Employees unable to attend work due to a natural disaster as declared at a local level have the option of requesting payment for any such absences up to a maximum of three (3) days / shifts per annum and will be required to make up that paid time within three (3) months from the paid absence(s). Proof of such disaster may be requested by the Employees Manager to access this

provision.

Employees who elect to be paid the 'Flood Payment Option' will be paid normal ordinary hours for the days / shifts. The Company will work with the employees to allocate shifts for any make up time, and the Employee would be required to work those days / shifts on their days off and perform any task, which they are competent to perform (this may not be in their normal work area nor performing a task they would otherwise have performed during their normal hours of work).

The Employee will be paid any applicable shift allowances and/or overtime as appropriate at the time of working the required make-up time.

Employees who decline to work the allocated make up shift/s may agree with the Company a suitable alternative date. Should no alternative date be agreed to, or else if it is their preferred option, employees agree to access either their Annual Leave, Long Service Leave, Personal Leave or Rostered Day Off (RDO) to make up the required paid time.

Employees would still have the option of requesting the days / shifts to be paid as Annual Leave, Long Service Leave or Rostered Day Off (RDO).

## **25. PROBATIONARY PERIOD**

New employees are engaged on a 6-month probation period.

Throughout and prior to the end of the probation period, the employee's performance will be reviewed by the Company to assess the Employee's performance on matters of safety adherence, attendance and punctuality, flexibility, teamwork, adherence to operating procedures, competence and performance. The Company may decide not to continue with the employee's services or confirm the employee as a permanent employee.

Termination of employment during the probationary period will be with one weeks' notice, or payment in lieu, at the Company's election.

## **26. EMPLOYMENT TYPES**

### **Full Time**

An employee not specifically engaged as being part-time or a casual employee is for all purposes of this Agreement a full-time employee (38 hours), unless otherwise specified in this Agreement.

### **Part Time**

An employee may be engaged to work on a part-time basis involving a regular pattern of hours which on average will be less than 38 hours per week.

- a) A part-time employee will be engaged for a minimum of four (4) hours per day or shift.
- b) Before commencing part-time employment, the employee and the Company must agree upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work.
- c) The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- d) A part-time employee who is required by the Company to work in excess of the hours agreed upon will be paid at the applicable overtime rates.
- e) Where the part-time employee's normal paid hours fall on a public holiday (as legislated) and work is not performed by the employee, such employee will not lose pay for the day. Where the employee works on the holiday, the employee will be paid the applicable public holiday rate.

### **Fixed Term or Fixed Task**

An employee who is engaged for a specified period of time or task.

### **Casual**

Casual employment is defined as per the NES.

- a) The Company may engage casual employees to meet its operational needs.
- b) A casual employee will be paid a 25% loading in addition to their applicable hourly rate of pay for all purposes of the Agreement. This 25% loading compensates casual employees for the non-receipt of paid annual leave, paid personal/carers leave, paid compassionate leave, parental leave, paid jury service, public holidays not worked, severance pay and notice of termination. The employee's ordinary hourly rate as per Clause 8C plus a loading of 25%

- results in the casual ordinary hourly rate.
- c) A casual employee working in excess of ordinary hours on any one day, will be paid at the appropriate overtime rate based on the casual ordinary hourly rate.
- d) A casual employee must receive a minimum of four hours pay on any day the employee is required to work.
- e) Casuals may be terminated with one hours' notice
- f) At the time of employment, such an employee will be advised in writing of the casual nature of their employment.
- g) A casual employee will not be entitled to any form of paid absence, including but not limited to annual leave, sick leave and public holidays not worked.
- h) A casual employee who works on a public holiday or its substitute day, shall be paid the applicable public holiday pay rate based on the casual ordinary hourly rate.
- i) Casual Conversion to full-time or part-time employment will be in accordance with the Fair Work Act.

## **27. OBLIGATIONS OF EMPLOYEES**

The following obligations and flexibilities are intended to support the effective operations of the business and implementation of the Agreement.

- a) All employees are to interchange as needs dictate.
- b) All employees are to perform general maintenance duties that they have been instructed and trained to safely perform, including but not limited to lubrication tasks, safety checks, preventative maintenance, plant equipment and the like.
- c) All employees are responsible for housekeeping of the site and cleaning duties in respect to their work area, including sweeping, cleaning up, any other tasks as deemed appropriate by the Company.
- d) All employees may use the plant, equipment and vehicles as required / authorised, providing they are licensed (if applicable) and trained to safely perform the task.
- e) All employees may be required to answer the telephones and handle enquiries. This should be handled in a courteous manner.
- f) All employees will be required to use the Company's computer system having received training to operate machines competently.
- g) All employees may be required to collect and/or deliver tools and equipment in Company vehicles, from time to time, to meet urgent requirements providing safety requirements are satisfied.
- h) Employees may be requested to participate in the Company stocktaking procedures as required. This may involve work outside ordinary hours and will be paid the appropriate overtime rate.
- i) No demarcation of any kind will exist on the site between classifications. It is essential that all employees maintain flexible work practices for the efficient and effective running of the business.
- j) All employees will be required to work within the operating procedures and meet quality and safety standards.
- k) All employees have responsibility for continuous improvement and quality assurance.
- l) Employees need to be capable of and willing to rotate through all the functions and duties contained within the classification structure.
- m) Employees may be transferred, within a site between positions and departments in accordance with site needs.
- n) The Company may direct an employee to carry out duties that are within the limits of the employees' skill, competence and training.
- o) The Company may direct an employee to use tools and equipment as required provided that the employee has been properly trained in the safe use of such tools and equipment.
- p) Any direction issued by the Company shall be consistent with the Company's responsibility to provide a safe and healthy work environment.
- q) Ability to transfer to another location by agreement with the individual affected.
- r) Ensure work is done responsibly and with care.
- s) Maintain a high standard of behaviour particularly in regard to attendance, punctuality and relations with others.
- t) Be loyal to the Company and its goals, total integrity in all aspects of job performance and an honest effort to do the job better.
- u) Should an employee need to leave their workstation they are to communicate with their Supervisor.

**28. APPROPRIATE BEHAVIOUR IN THE WORKPLACE**

The parties to this Agreement agree to work, act and behave in an appropriate manner towards each other, customers, contractors and visitors to the site in a way which is free from discrimination, harassment and workplace bullying.

Performance Management protocols, including disciplinary action, where appropriate may be instituted where unacceptable behaviour has been proven to have occurred.

**29. HEALTH AND SAFETY – PROTECT**

Laminex values its employees and acknowledges that they are the key to the success of the business. In recognition of the value of our employees, the Company believes that safety comes first, in all that we do. The Company will always strive to provide a safe workplace that is free from injury or illness.

Employees are expected to follow and comply with all safety procedures and directions including the use of any appropriate safety equipment, report hazardous conditions and practices to their immediate supervisor and to make reasonable and practical suggestions to improve health and safety at work.

The Parties to this Agreement will work together and actively participate in all company Health and Safety programs and initiatives that reduce the incidences of accidents and personal injuries.

**30. DRUGS AND ALCOHOL**

No person/s can bring open containers of alcohol or illegal drugs on to the site or store such items on site or in Private or Company vehicles.

Employees found in possession of open containers of alcohol (*subject to below*) or illegal drugs on site or in Company or Private vehicles will be subject to disciplinary action, which may include instant dismissal.

An employee consuming, using or found to be under the influence of illegal drugs or alcohol whilst on duty at work shall be liable to disciplinary action which may include instant dismissal. This also applies to contractors and visitors who may be removed from site and refused any future entry.

An employee who is using prescription, or over the counter, drugs that could potentially affect their ability to safely perform their duties is required to notify their Manager or supervisor prior to commencing work.

The Company will develop a Fit for Work (Drug and Alcohol) Policy during the life of the Agreement. Consistent with the Company's consultative commitments, policy will be developed with the involvement of employees and their representatives.

**31. PERFORMANCE MANAGEMENT**

Performance Management procedures aim to promote the success of Laminex by ensuring that employees are committed to performing their job competently and professionally within the rules and requirements of our organisation.

Where any individual's performance or conduct is observed as being below the Company's required standards then our supervisors are obliged to address that area of concern. This requires our supervisors and managers to explain what needs to be improved and to discuss any issues relating to the performance or conduct in question.

Our aim must at all times remain focused on the performance or conduct standards required and not the person. We are committed to treating all employees fairly and want to reinforce the shared responsibilities of meeting our obligations as both an organisation and as individual employees.

An employee is entitled to have a fellow employee or site representative of their choice as their witness, in all instances and / or stages of discussions between the Company and the employees regarding the employee's performance or conduct, whether the discussions are likely to result in disciplinary action or not.

Disciplinary action may take the form of corrective counselling, verbal warnings, written warnings, final warnings and may result in termination of employment dependent on the circumstances or severity of the performance or conduct concerns.

The employee is to be offered the opportunity to have a support person or employee representative



of their choice present and have the performance in question clearly explained and then given a fair opportunity to explain their situation.

### **32. SUSPENSION AND INSTANT DISMISSAL**

Certain offences may justify instant termination, including, but not limited to, the following list of examples may warrant instant dismissal. (The circumstances of each case need to be considered on merit):

- serious breach of safety rules
- serious breach of security rules
- physical confrontation or fighting
- falsifying documents
- refusal to carry out a legitimate instruction
- use of alcoholic liquor / drugs at the workplace
- reporting for work under the influence of alcohol or dangerous drugs
- clocking on or off for another employee
- abandonment of employment
- removal of company property without approval or documentation
- theft

In certain cases, it may be appropriate to suspend or stand aside an employee on full pay while the matter is being resolved.

### **33. ANNUAL LEAVE**

Annual leave entitlements for full-time employees is 4 weeks for each year of employment with a pro-rata entitlement for part -time employees.

An employee classified as a 'shift worker' for the purposes of the NES and as defined within this Agreement, will be entitled to one additional week of paid annual leave each where applicable.

A loading of 17.5% of an employee's ordinary weekly pay, will be paid to an employee when on annual leave. An employee who would have worked on shift work had they not been on leave must be paid a loading equal to the loading set out above or the relevant shift loading including weekend penalty rates, whichever is the greater but not both.

#### **Cashing Out Annual Leave**

An employee covered by this Agreement, may at the employee's election but on not more than one occasion in each 12-month period, make a written request to the Company to be able to cash out (or receive pay in lieu of taking) an amount of annual leave up to a maximum of 2 weeks annual leave.

Upon any approved cash out of annual leave, the employee must retain a minimum of 4 weeks annual leave as stipulated in the Fair Work Act 2009. The Company may authorise the employee's request and the Company has the right to reject any request for payment. If the request is authorised, the employee is entitled to an equivalent amount of pay to the leave foregone and the employee's leave balance will be reduced by that amount.

#### **Direction to take Annual Leave**

Laminex may at its discretion shut down all or part of the business and direct Employees to take annual leave for the duration of the shutdown period.

Employees will be required to take unpaid leave where they have an insufficient leave balance to cover the full period of the shut down, unless agreement is reached with Laminex to take any available RDO credits or other forms of paid leave. Laminex will endeavour to provide meaningful work in the first instance.

#### **Leave in Advance**

Laminex may also agree for Employees to access up to a maximum of 4 shifts/days annual leave in advance of its accrual. Should the Employee cease employment with the Company before the Employee's Annual Leave balance returns to a positive the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has

not been accrued. Should the Employee's final payment be insufficient to cover this cost, the Employee will be required to repay the Company any monies associated with leave being paid in advance.

No further Annual Leave can be advanced until the Employees leave balance has returned to a positive balance.

#### **Excessive Leave Accruals**

An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 for a shift worker) If an employer has genuinely tried to reach agreement with an employee to reduce the excessive leave accrual but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave. This direction must not require the employee to take less than one week of leave, must not leave the employee with less than 6 weeks balance, and must allow for 8 weeks notice prior to the directed leave commencing. If an employee has genuinely tried to reach agreement with an employee to reduce the excessive leave accrual but agreement is not reached (including because the employee refuses to confer) the employee may give written notice to the employer requesting to take annual leave. This notice requires the employee to have held an excessive leave accrual for 6 months or more, must be no more than 4 weeks in total (5 weeks for a shift worker), must not leave the employee with less than 6 weeks balance and must allow for 8 weeks notice to the Company prior to the leave commencing.

### **34. PERSONAL/CARER'S LEAVE**

Employees Personal / Carers Leave entitlements will be in accordance with the NES which is currently ten (10) days per year.

For any absence of two consecutive days or more, satisfactory evidence must be provided by the employee, however, after two single day absences in any 12-month period, the Company may request for employees to provide satisfactory evidence to the company for any absence, including a single day or part of a single day absence.

Should an employee demonstrate abuse of the intended provision of personal leave the Company can require an Employee to provide a medical certificate when absent before or after public holidays or approved leave or days off (i.e. rostered days off) exceptional circumstances will be taken into consideration. Should an Employee not provide a medical certificate the Company may choose not to pay that personal leave request.

#### **Cashing Out Personal Leave**

An employee covered by this Agreement, may at the employee's election but on not more than one occasion in each 12-month period, make a written request to the Company to be able to cash out (or receive pay in lieu of taking) an amount of personal leave up to a maximum of 2 weeks personal leave. Such payment shall be made at the ordinary rate applicable to the Employee at that time.

Upon any approved cash out of personal leave, the employee must retain a minimum of 15 days personal leave as stipulated in the Fair Work Act 2009. The Company may authorise the employee's request and the Company has the right to reject any request for payment. If the request is authorised, the employee is entitled to an equivalent amount of pay to the leave foregone and the employee's leave balance will be reduced by that amount.

#### **Leave on Termination**

On resignation or dismissal unused personal/carers leave will not be paid out.

### **35. LONG SERVICE LEAVE**

Employees are entitled to Long Service Leave in accordance with the Qld Industrial Relations Act 2016.

The entitlement to long service leave is based on a qualifying period of continuous service.

Full time Employees are entitled to take 8.6667 weeks of paid long service leave after a period of 10 years' continuous service. (This amount is pro-rated for part-time & casual employees based on their contracted hours)

When an employee has completed their first 10 years' of continuous service, they are entitled to take an additional 4.3333 weeks' paid long service leave once they have completed a further

5 years' continuous service. For continuous service beyond this point, access to further leave accrued is not subject to a qualifying period.

Employees are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. This amount

shall be calculated on the basis of the amount the Employee would have been paid under this Agreement for working ordinary hours during the period of leave. The Employee is not entitled to payments in respect of overtime, special rates, or any other payment. Leave loading does not apply to long service leave.

The taking of long service leave will be by mutual agreement between the Employee and the appropriate Supervisor. Preferably long service leave is to be taken in at least a block of shifts for shift Employees and at least five (5) days for day workers.

Proportionate payment (pro-rata) of long service leave on termination of employment is paid as per Qld Industrial Relations Act 2016. As per Appendix 5, long service leave will be paid at a pro rata rate after 5 years or more of continuous service should an employee be made redundant.

**36. COMPASSIONATE LEAVE**

Employees are entitled to Compassionate Leave in accordance with the NES.

**37. PARENTAL LEAVE**

Employees are entitled to Parental Leave in accordance with the NES.

**38. COMMUNITY SERVICE LEAVE AND JURY SERVICE**

Employees are entitled to Community Service Leave in accordance with the NES.

**Jury Service**

An employee required to attend jury service during ordinary working hours shall be reimbursed by the Company the difference between ordinary time and payment for jury service. Jury attendance confirmation must be provided to the company for payment to occur.

**39. DOMESTIC VIOLENCE LEAVE**

Employees are entitled to Domestic Violence Leave in accordance with the NES.

**40. LEAVE WITHOUT PAY**

Employees are entitled to request leave without pay in order to attend to personal, family or other pressing necessities. Requests will be considered on a case by case basis and only approved at the discretion of the Company. The Company may request an employee to exhaust all other leave entitlements prior to authorising leave without pay.

**41. PUBLIC HOLIDAYS**

- a) Public Holidays are provided for in the NES.
- b) Employees covered by this Agreement are entitled to the Public Holidays or part day Public Holidays and any other additional or substituted Public Holidays or part day Public Holiday as declared by the State of Queensland which apply at the location of the Employer.
- c) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

**42. TERMINATION OF EMPLOYMENT**

In any cases other than instant dismissal, the Company shall give the employee the following notice of termination of employment:

Period of Continuous Service	Period of Notice
Up to 1 Year	1 Week
More than 1 Year and up to the completion of 3 years	2 Weeks
More than 3 years and up to the completion of 5 years	3 Weeks
More than 5 years	4 Weeks

In addition, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to one additional week's notice. Continuous service is defined by the Fair Work Act 2009, or any successor legislation.

Payment in lieu of notice may be paid, as an alternative to the employee continuing to work through the period of notice.

Any outstanding statutory entitlements will be paid upon termination of employment. Annual leave loading will only apply to accrued annual leave entitlements. To avoid any doubt, leave loading is payable at 17.5% as per clause 33.

Where the Company has given notice of termination to an employee, an employee will be allowed up to one day's time off with pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

The notice of termination provisions of the NES apply to apprentices.

**Notice of Termination by an Employee**

The notice of termination required to be given by an employee is the same as that required of the Company except that there is no requirement on the employee to give additional notice based on the age of the employee.

If an employee fails to give the requisite notice period, the Company has the right to withhold moneys due to the employee to a maximum amount equal to the amount the employee would have received if they had worked the notice period.

Where an employee is shown to have an outstanding debt to the Company, the employee may agree to have this debt repaid on termination of employment from any entitlements due to offset that debt and prior to final payment. A summary of the debt and entitlements shall be provided to the employee in writing and agreement received prior to processing.

**43. TRAINING & DEVELOPMENT**

Laminex is committed to the learning and development of all employees. Employees will be required to undertake such training and development in relation to enhancing or broadening the Employee's skills as required by the Company and understand that he or she may be required to assist in the training and development of other Employees of the Company.

Employees are encouraged to obtain qualifications that assist them to more effectively perform their present role or prepare them for future career opportunities.

Employees may seek financial assistance from the discretionary program Fletcher Building Employee Educational Fund (EEF). No assistance will be given if the Employee has commenced a course of study without prior approval.

Further information regarding the EEF is available on the EEF web-site or via contacting your Manager / Supervisor or the Plant HR Advisor.

**Attendance at training/meetings**

The Company will schedule employee training / meetings during an employee's rostered day/shift where possible.

During a calendar year there may be up to 40 hours of mandatory compliance training. Employees shall be required to attend this training. Where the training is scheduled on an employee's non-

rostered day/shift, single (ordinary) time will be paid. Any additional hours of training that is scheduled on an employee's non-rostered day/shift will be paid at the applicable overtime rates.

Attendance at JCC and/or Safety Committee meetings as a member shall be paid at single (ordinary) time if the employee is not rostered on shift.

When a shift employee is required to attend training, and the training does not allow for a 10 hour break between the commencement of their next night shift, the employee will not be required to attend for the rostered night shift and will be paid for the night shift as if they had attended. The training hours would be acknowledged as part of the ordinary hours missed for the night shift. The intention of this provision is to ensure the employee's pay is no worse off than if they hadn't attended training.

Any employee required to travel for the purposes of approved education or training shall consult with their manager prior to the travel being undertaken. The matters to be discussed may include, but not limited to, fatigue management, travel expenses, overnight accommodation, wages or other entitlements for travel time or any other expenses associated with travel to and from such training or education.

#### **44. SITE PERFORMANCE IMPROVEMENT**

Measurement of performance improvement will continue to be reviewed by Site Management with the aim of implementing appropriate indicators that are achievable and meaningful to the business. Typical indicators could include, but not be restricted to:

- Production levels
- Overall Equipment Effectiveness (OEE)
- Cost
- Regrade
- Rejects
- Quality
- Timeliness
- Stock damage
- Accuracy for Stock Records
- Wastage
- Safety
- Housekeeping standards
- Absenteeism, etc.

#### **45. PROVISION OF UNIFORMS**

Employees will be issued with up to 7 pieces of appropriate personal protective equipment and company uniforms in the first year of employment. The company may vary the uniform allocation from time to time at its discretion, subject to notifying employees of this variation. Replacement will be on a fair wear and tear basis. The cleaning and upkeep of the uniform is an employee's responsibility.

#### **46. CONSULTATION IN RELATION TO MAJOR CHANGE**

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 employer must notify the employees who may be affected by the proposed changes and their representatives.

Where consultation is required related to major change, the Consultation Term in Appendix 3 of this agreement will apply.

#### **47. JOINT CONSULTATIVE COMMITTEE (JCC)**

The parties will establish a site Consultative Committee where all parties to the agreement who have been nominated or elected by employees, will work with company representatives on matters related to site employment conditions and the ongoing implementation of this Agreement.

This committee will comprise of at least two (2) employee and two (2) management representatives who will convene on an as needs basis across the life of the Agreement. Employee representatives

may seek the assistance of their Union and request for a Union official to be invited to attend any Consultative Committee meeting to facilitate and assist the discussions. Meeting minutes following each meeting will be published and distributed using the normal site communication protocol process.

**48. NO EXTRA CLAIMS**

It is a condition of this Agreement that the parties bound by it agree not to pursue, prior to the expiration of this Agreement, any extra claims either Award or over Award.

This Agreement covers all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected action.

Nothing contained in this Agreement shall be used as a precedence for any claims at any other Fletcher Building businesses.

**49. CONDUCT OF THE PARTIES & RENEWAL OF AGREEMENT**

The Agreement shall require the parties to act in good faith fulfilling their respective functions and obligations under this Agreement.

The parties agree that discussions can take place no less than 3 months before the nominal expiry date of this agreement to formally review and plan for a further agreement. To facilitate these negotiations, the company shall release employee representatives to attend meetings. Those representatives will face no financial disadvantage for participating in negotiations and will be paid for all time spent in negotiations.

**50. EMPLOYEE REPRESENTATIVES**

Employees are encouraged to make all endeavours to resolve issues in the first instance with the appropriate Supervisor.

An employee representative shall be afforded reasonable time during working hours to interview the employees they represent, and such company officials as might be appropriate regarding any claim or issue relevant to their site and provided such duly elected employee representative:

- adheres to the dispute resolution procedure;
- does not interfere with the work of others;
- has sought the permission of their supervisor to pursue such matters on the understanding that such permission should not unreasonably be refused.

The employee representative shall have the right to reasonable agreed time to prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent without loss of ordinary pay. Agreed time off the job for preparation will not interfere with production or meeting customer requirements

The employee representative shall have the right to place notices on a specific notice board within the enterprise. Such notices shall be within the policy of and authorised by the Union.

The employer shall supply the employee representative with a copy of this agreement and of applicable awards.

An elected Employee Representative is entitled to request 5 days training leave per year to attend dispute resolution procedure training. This request must allow 6 weeks notice to the business, and include the details of the course to be attended. The taking of leave must be arranged with Operational Requirements. A maximum of 4 representatives covered by this Agreement are entitled to request leave per year. Training Leave for additional training provided by the Union will be considered on a case by case basis, and approval for this is at the absolute discretion of the Company.

**51. RIGHT OF ENTRY OF UNION OFFICIALS**

Duly authorised Union officials are provided a right of entry during working hours to deal with disputes under the dispute resolution procedure set out in this Agreement, to consult with members and employees about the operation of the Agreement and discuss site related issues with management provided they:

- give reasonable notice to the site manager of their intended visit;

- comply with site visitor protocols and procedures;
- comply with all safety requirements of the site;
- have a valid permit;
- do not interfere with the work of others; and
- conduct themselves appropriately in all circumstances on site.

Any issues relating to this clause, including the refusal of such right of entry at any time should be processed via the dispute resolution procedure.

Right of Entry will be in accordance with Part 3-4 of the Fair Work Act 2009.

**52. REDUNDANCY / SEVERANCE PAYMENTS**

Where the Company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone, and that decision leads to the termination of employment of the employee, then Redundancy / Severance payments will be made in accordance with Appendix 5 of this Agreement.


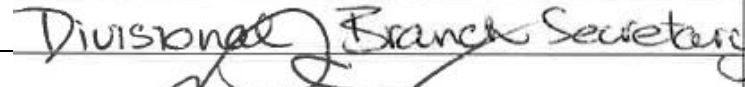


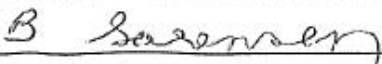
**53. STAND DOWN**

The Company has the right to deduct payment for any day the Employee cannot be usefully employed because of any strike.

In the event of any breakdown of machinery or stoppage of work by any cause for which the Company cannot reasonably held responsible, then the Company will offer the option of taking Annual Leave, Long Service Leave or accrued RDO's.

An Employee may be offered a temporary role at other Laminex sites where mutually agreed.

**54. SIGNATORIES TO AGREEMENT**

<b>Signed on behalf and with the authority of Laminex by:</b>	
Name of the Authorised Person	Rowan Wallace-Hill
Position	Manufacturing Operations Manager - QLD
Signature	
Location	Gympie, QLD
Date	04 July 2024
<b>Signed by Nominated Bargaining Representative - ETU:</b>	
Name of the Authorised Person	Peter Ong
Position	Divisional Branch Secretary
Signature	
Location	Brisbane
Date	5/7/24
Employee Representative Name:	
Signature	
<b>Signed by Nominated Bargaining Representative - AMWU:</b>	
Name of the Authorised Person	Rohan Webb
Position	State Secretary QLD & NT
Signature	
Location	366 Upper Roma Street, Brisbane QLD 4000
Date	3 July 2024
Employee Representative Name:	
Signature	
<b>Signed by Nominated Bargaining Representative - CFMEU:</b>	
Name of the Authorised Person	Kane Lowth
Position	Assistant Secretary
Signature	
Location	16 Campbell St, Bowen Hills Q
Date	02.07.2024
Employee Representative Name:	BRUCE SORENSEN
Signature	



**APPENDIX 1 – DISPUTES RESOLUTION PROCEDURE**

- (1) If a dispute relates to:
  - (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- (6) While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

**APPENDIX 2 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.

**APPENDIX 3 – CONSULTATION IN RELATION TO MAJOR CHANGE**

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Major change**

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).

#### APPENDIX 4 – REDUNDANCY

For the purposes of this Agreement, an employee whose contract of employment is terminated by the Company shall be deemed to have been made redundant if such termination (excluding cases where the termination of employment contract is a result of transfer, succession or assignation of a part or all the business covered by this Agreement) is the result of:

- A specific job no longer being required to be performed by the employee undertaking such job;
- A reduction in the amount of work available to an employee(s) because of technical and/or mechanical changes;
- Reduced work being available because of economic or market conditions;
- Restructuring of the site and / or reorganization of work systems or staffing levels; and
- The Company can provide no alternative employment.

#### APPLICATION OF REDUNDANCY

This appendix does not apply to casuals, fixed term contract or employees engaged for a specific period or for a specified task.

The redundancy provisions of the [NES](#) do not apply to apprentices. Where an employee continues to work for the Company after the completion of their apprenticeship, their time served as an apprentice counts towards continuous service for redundancy pay.

#### TRANSFER OF BUSINESS

Where a transfer of business occurs, the transfer will be in accordance with sections 307 – 316 of the Fair Work Act 2009 as amended from time to time.

#### ALTERNATE EMPLOYMENT

Should a situation arise whereby a position becomes redundant, the employee occupying that position at that time may be appointed to an alternate position as an alternative to being retrenched.

Retrenchments may occur for any of the following reasons:

- (a) a specific job is no longer required; or
- (b) the amount of work available to an employee or employees has reduced due to technological and/or mechanical change; or
- (c) the amount of work available to an employee or employees has reduced due to economic or market conditions; or
- (d) restructuring of the enterprise, work systems or staffing levels; and
- (e) no suitable alternative employment can be provided by the Company.

Suitable alternative employment is to be determined with reference to the individual's current wage rate, job classification and location and the individual's skills, experience and competencies.

Where an individual employee is offered alternative employment involving minor reductions in either wage rate or where the job classification is one level below the individual's current classification, such employment will be deemed to be suitable alternative employment.

Where an employee is transferred to new duties which lower the ordinary rate of pay applies, the Employer will give notice of the transfer of at least the same length as the employee would be entitled to under Clause 42. Termination of Employment.

Alternatively, the Employer may transfer the employee to the new duties without giving notice, provided that the employer pays the employee a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work for the first role and the ordinary rate of the second role for the period of which notice was not given.

#### SELECTION CRITERIA

In determining the employees to be retrenched, factors to be considered shall include but not be limited to:

- the skill requirements of the business;
- an employee's current work performance;
- an employee's level and mix of skills;
- all else being equal, an employee's length of service; and
- any voluntary retrenchments - considered by the company based on the above criteria.

Volunteers for redundancy where possible and practicable will be considered. However, the Company reserves the right to accept or reject employee's voluntary applications, giving regard to the need to retain employees based on the necessary skills and experience.

The Company will consult with employees (and where requested by any employee, the employee's representative) throughout this process. If agreement cannot be reached, the Company shall make the final decision regarding employees to be made redundant after this consultative process.

Employees who are retrenched may apply for any subsequent vacancies that may arise. Such applications will be considered on their merits along with all other candidates.

Employees who are re-employed within 3 months of their termination shall be deemed not to have broken their continuity of service, however, the period of absence shall not be counted as service for the purposes of Long Service Leave.

**SEVERANCE ENTITLEMENTS**

The Company will give the employee, no later than the time of termination, a Certificate of Service, indicating the reason for termination as redundancy.

Redundancy payments will be paid to each eligible employee who was engaged by the company prior to the operational date of this agreement as contained in clause 5 as follows:

- a) The Company will give four weeks' notice of redundancy to affected employees that have greater than one continuous year's service. One week's notice shall apply for employees with less than 12 months continuous service. Payment in lieu of notice may occur at the discretion of the Company.
- b) Service-Related Entitlements:

<b>Period of Continuous Service</b>	<b>Redundancy Pay</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

For the purposes of this agreement, a week's pay will mean the employee's ordinary weekly rate of pay including shift allowances but excluding penalty rates applicable at the time of termination of employment.

- c) Statutory Entitlements

In addition to the normal statutory entitlements paid upon termination, long service leave will also be paid at a pro rata rate after 5 years or more of continuous service.

- d) Notice of Termination

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice but will not be entitled to payment in lieu of notice.

- e) Job Search Entitlement

During the period of notice of termination given by the Company, an employee will be allowed up to one day's time off without loss of pay during each week of notice for seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for seeking other employment, the employee will, at the request of the Company, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will suffice.

## APPENDIX 5 – PRODUCTION OPERATOR CLASSIFICATION STRUCTURE

The implementation of competency-based training will provide Employees with a structured career path by consistent and fair means to meet the skill needs of the business.

### GENERAL PRINCIPLES

#### Workplace Assessors

All employees are required as part of their role to train others. The implementation of competency standards will require the training and accreditation of site-based workplace assessors. Workplace assessors are required to verify that an Employee can demonstrate the skills and knowledge for any classification level to the required standards. The workplace assessors are to be trained and accredited and can include a management and an Employee representative provided that at least one of the assessors is competent to perform the work being assessed at any time.

#### Competency Modules

The process of competency module development will provide a modular based training structure that will ensure a consistently higher standard of operator training onsite and offsite where applicable. This will support the overall objective of enhancing plant efficiency, staff development and service levels.

### GENERAL PRINCIPLES OF TRAINING

The following principles are to be adopted in the planning and implementation of structured training:

1. Onsite (on the job) training should be undertaken during the individual's ordinary hours of work wherever possible
2. Onsite (on the job) training should be scheduled at times of least inconvenience to shift workers
3. Attendance at such training should be facilitated through approved changes in shifts, with agreement of both the Employee and Company, where necessary, and wherever possible:
  - a. In enabling the release of individuals to attend training courses, coverage of that individual should be managed through the use of available labour within the plant.
  - b. Training must be approved by the Supervisor and Manager and must be relevant to both the companies needs and the individuals career path.
  - c. The working of overtime to cover the release of individuals for training is to be regarded as a last step and must be approved by the appropriate manager.

### CLASSIFICATION STRUCTURE

The following underlying principles will be applied to the operation of the classification structure:

1. Each module in the Production Classification Structure is a stand-alone module.  
**Levels:**
  - MKL5 = entry level
  - MKL4 = 1 module
  - MKL3 = 2 modules
  - MKL2 = 3 modules
  - MKL1 = 4 or more modules
2. Employees shall be paid for the acquisition of required skills provided in the skills matrix. An Employee is required to undertake the necessary training required to ensure that the skill level is maintained following technological process and/or other changes.
3. It is the principal of this Agreement that the Workplace Assessors will have attained the competency in the modules they are assessing. Where this is not possible a person with the competency will assist the assessor in the assessment.
4. Progression from one level to another will require an Employee to have completed the required training and be credited for the compulsory competency skills in the level to which they wish to progress to.
5. An Employee is required to perform any task provided he/she has the accredited skill to do so and can be done safely.

6. Each area will be divided into modules with nominal training hours. These hours are to be the minimum hours operators are to train within each module or area before they can be assessed by an accredited assessor. Assessments are to be organised through the appropriate Manager / Supervisor. It is the responsibility of the Operator to ensure all training hours are recorded and submitted monthly.

Training records to be submitted on a Training Record Form with appropriate signatures.

Training hours: Operators working 12 hours, daily training hours will be recorded as 11 hours. Operators working Day work (8 hours), daily training hours will be recorded as 7.5 hours.

7. Should an Operator secure a permanent position within another work area of the Plant and transfer to that area, the Operator is to obtain the competency modules aligned with the new work area, regardless of their classification level within the prescribed time frame as detailed in the Skills Matrix.
8. Should an Operator request to transfer to another work area within the Plant and the number of modules available in the new work area is less than the Operators current classification level, the Operator's classification level and base hourly rate will be aligned to the classification level of the new work area following a transition period of 4 weeks.

Any transfer to another work area within the Plant must be agreed and approved by the Company.

9. If an employee has requested to be trained in another area of the plant for personal progression purposes, and the business has not provided the opportunity for a period of 24 months, the business is required to find the most suitable area according to the current business needs for the employee to train in and gain the relevant competency in that area.

**SKILLS MATRIX/Training Hours required prior to assessment**

<b>Module</b>	<b>Area</b>	<b>Training Hours (hours of work on the job)</b>	<b>Approx. Weeks of Training</b>
Press* (MG1 and MG2) <i>(specific press numbers)</i>	Raw Board Production	1600	44
Dryer		1200	33
Logyard / Mill		900	25
QA Lab 1		900	25
Sander	Finishing Hall	1200	33
Anthon Saw / Shelling Saw		1200	33
DET		1200	33
Finishing Hall Forklifts		900	25
Factory Services	Plant Services	1000	27
Laboratory QA Lab 1	Quality Assurance	900	25
QA Lab 2		1200	33
QA Lab 3		1200	33

\*The Press module (including MG1 and MG2) is equal to one (1) module. A total of 1600 training hours is required between MG1 and MG2 prior to requesting assessment. An employee is to be assessed initially on MG1 and if deemed competent will be awarded this competency. The employee must be assessed and deemed competent on MG2 prior to seeking any further module assessments.

**Prior Learning**

Where it can be established that prior learning has taken place for the appropriate time, even if it is an area the operator is not currently working, an assessment can on request be completed to ensure competency. The module must be a current competency module. If assessed as competent the operator can be asked at any time to use this skill.



**Development of additional modules**

The company is committed to work with employees to explore opportunities to develop and implement additional module/s when and where required. Any such module/s must be relevant and meaningful to the work area and must have a demonstrated benefit to the Company. Tasks that are peripheral to the role / task will not be subject to the development of additional modules.

Should additional module/s be agreed after development of both the module and assessment criteria, Employees will have the opportunity to access these in accordance with the Operator Classification Structure contained in this Agreement.

**APPENDIX 6 – TRADE CLASSIFICATION STRUCTURE**

This Appendix applies only to the Maintenance Employees covered by this Agreement.

To remove doubt, any reference to “the Guide” means the National Metal and Engineering Competency Standards implementation Guide.

**1. PROCEDURE FOR CLASSIFYING EMPLOYEES**

- 1.1 The procedures for reclassifying Employees under this Agreement are set out in the *National Metal and Engineering Competency Standards implementation Guide (“The Guide”* distributed by Manufacturing Industry Skills Australia (“**MISA**”) or recognised successors.
- 1.2 An Employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the metal and engineering industry or other relevant work experience shall be classified in line with “The Guide”.
- 1.3 Any employee with a commencement date prior to 1<sup>st</sup> July 2024 who has been classified will not be subjected to reclassification, the classification level is protected as the minimum classification for the purpose of their wage rate level.
- 1.4 Where the Employee has a relevant qualification recognised as a minimum training requirement for the level at which the Employee seeks to be classified and he or she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the Employee shall be classified appropriately. It is up to the company to demonstrate reasons for a qualification that is recognised minimum training requirement not being regarded as relevant for an Employee’s work.
- 1.5 Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an Employee’s Classification. Employees performing such work shall not be reclassified until such standards are available except as provided for in 1.2 above.

The reclassification and application of the revised wage rate will take affect from the date of request of classification, when the skills, competencies and demonstration of qualification are recognized as per 1.2. All Employees engaged under the Agreement at the relevant classification levels shall be subject to the Metal and Engineering Competency Standards.

Other provisions to be followed where competency standards are being implemented at the company:

- (a) Company and Employee representatives responsible for overseeing the implementation of competency standards within the company shall be given access to briefing and/or training courses on the standards prior to implementation.
- (b) Such briefings/training courses on the Metal and Engineering Competency Standards and the “Guide” should be approved by MSA.

**2. DISPUTES**

Without detracting from any of the processes set out in this clause, any disputes or likely difficulty in relation to classification levels, implementation of competency standards or reclassification, including disputes relating to the terms of the *National Metal and Engineering Competency Standards Implementation “Guide”* in accordance with the dispute resolution procedure of this Agreement as outlined in Appendix 1 of this Agreement.

**3. POINTS**

The points to be assigned to the classification levels under this Agreement shall be:

Schedule Classification Level	Recommended Points
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10

and in accordance with Table 2 in the *National Metal and Engineering Competency Standards Guide*.

**4. CLASSIFICATION STRUCTURE**

The classification structure is below:

<b>Class'n No.</b>	<b>Classification Title</b>	<b>Minimum Training Requirement</b>	<b>Wage Relativity to C10*</b>
<b>C6</b>	Advanced Engineering Tradesperson - Level 1	C10 + 80% towards a Diploma of Engineering Advanced Trade or equivalent	125%
	Engineering Technician Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering Technical or equivalent	
<b>C7</b>	Engineering / Manufacturing Tradesperson - Special Class Level II	Certificate IV in Engineering or C10 + 60% towards a Diploma of Engineering or equivalent	115%
	Engineering Technician Level III	Certificate IV in Manufacturing Technology provided that the minimum level of experience referred to in the Manufacturing and Associated Industries Skills Development Wages and Conditions Schedule has been completed or equivalent	
		45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering Technical or equivalent	
<b>C8</b>	Engineering / Manufacturing Tradesperson Special Class Level I	C10 + 40% towards a Diploma of Engineering or equivalent	110%
	Engineering Technician - Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering Technical or equivalent	
<b>C9</b>	Engineering / Manufacturing Tradesperson - Level II	C10 + 20% towards a Diploma of Engineering or equivalent	105%
	Engineering Technician - Level I	Certificate III in Engineering Technician or Certificate III Manufacturing Technology, provided that the minimum level of experience referred to in the Manufacturing and Associated Industries Skills Development Wages and Conditions Schedule has been completed or 50% towards a Diploma of Engineering or equivalent	
<b>C10</b>	Engineering / Manufacturing Tradesperson - Level I	Recognised Trade Certificate or Certificate III in Engineering Mechanical Trade, or Certificate III in Engineering Fabrication Trade, or Certificate III in Engineering Electrical/Electronic Trade or equivalent	100%
	Engineering / Manufacturing Systems Employee - Level V	Engineering Production Certificate III, or Certificate III in Engineering Production Systems or equivalent	
<b>C11</b>	Engineering/Manufacturing Employee - Level IV	Engineering Production Certificate II, or Certificate II in Engineering Production Technology or equivalent	92.4%

\* The percentage relativity's column reflects the original percentages; these have changed over time due to flat dollar arbitrated safety net adjustments. The applicable wage rate is prescribed in Clause 8 of the Agreement irrespective of the original indicative relativity outlined in the table above.

## **5. CLASSIFICATION DEFINITIONS**

In these definitions:

**“Or equivalent”** means any training which a registered provider (eg. TAFE), or State recognition authority recognises as equivalent to an accredited course which MSA recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or, where competencies meet the requirements set out in MSA competency standards in accordance with the *National Metal and Engineering Competency Standards Implementation Guide*.

**“Work within the scope of this level”** means, for an Employee who does not hold a qualification listed as minimum training requirement, the Employee shall apply skills within the company selected in accordance with the *National Metal and Engineering Competency Standards Implementation Guide*. Competencies selected must be competency standards recognised as relevant and appropriate by MSA and as endorsed by the National Quality Council.

**“Engineering Streams”** are the three broad engineering streams recognised within the classification definitions set out in this Agreement, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership. The streams are defined as:

**“Electrical/electronic stream”** includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.

**“Mechanical stream”** includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, eg, Computer Numeric Controlled machine tools.

**“Fabrication stream”** includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and related computer-controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics, and other materials.

**“Vocational fields”** are the five vocational fields recognised within the classification structure of this Schedule, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional.

The vocational fields are defined as:

- a. **“Trade”** includes an Employee who possesses as a minimum qualification a trade certificate in any of the engineering streams or Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades.
- b. **“Technical field”** includes production planning, including scheduling, work study and estimating materials, handling systems and like work; technical including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and design and drafting and like work.
- c. **“Engineering/production field”** includes Employees primarily engaged in production work including production, distribution, stores, and warehousing, but does not require a qualification in the trade, technical, professional, or supervisory fields.
- d. **“Professional field”** includes an Employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science set out in the Academic Schedule appearing in the Metal Industry Schedule 1976 Part IV – Professional Scientists.
- e. **“Engineering associate”** is a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance; drafting officers; planners and other

para-professionals.

## **WAGE GROUPS**

The definitions of the classifications for each of the wage levels referred to in this agreement are set out below:

### **WAGE GROUP: C11**

#### **Engineering/Manufacturing Employee – Level IV**

An Engineering/Manufacturing Employee – Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering – Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

An Employee at this level performs work to the level of his/her skills, competence, and training.

- i. Works from complex instructions and procedures;
- ii. Assists in the provision of on-the-job training;
- iii. Co-ordinates work in a team environment or works individually under general supervision;
- iv. Is responsible for assuring the quality of his/her own work.

### **WAGE GROUP: C10**

#### **Engineering/Manufacturing Tradesperson – Level I**

An Engineering / Manufacturing Tradesperson – Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- i. Engineering Tradesperson (Electrical/Electronic) – Level I
- ii. Engineering Tradesperson (Mechanical) – Level I
- iii. Engineering Tradesperson (Fabrication) – Level I
- iv. or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering/Manufacturing Tradesperson – Level I works above and beyond an Employee at C11 and to the level of his/her skills, competence, and training.

- i. Understands and applies quality control techniques;
- ii. Exercises good interpersonal and communication skills;
- iii. Exercises keyboard skills at a level higher than C11;
- iv. Exercises discretion within the scope of this classification level;
- v. Performs work under limited supervision either individually or in a team environment;
- vi. Operates lifting equipment incidental to his/her work;
- vii. Performs non-trade tasks incidental to his/her work;
- viii. Performs work, which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- ix. Able to inspect products and/or materials for conformity with established operational standards.

#### **Engineering/Manufacturing Systems Employee – Level V**

An Engineering/Manufacturing Systems Employee – Level V is an employee who, while still being primarily engaged in Engineering / Manufacturing work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate III in Engineering – Production Systems or equivalent in the production, distribution, or stores functions so as to

enable the employee to perform work within the scope of this level.

An Engineering / Manufacturing Systems Employee works above and beyond an employee at C11 and to the level of his/her skills, competence, and training.

- i. Understands and applies quality control techniques;
- ii. Exercises good interpersonal communication skills;
- iii. Exercises discretion within the scope of this classification level;
- iv. Exercise keyboard skills at a level higher than C11;
- v. Performs work under limited supervision either individually or in a team environment;
- vi. Able to inspect products and/or materials for conformity with established operational standards.

**WAGE GROUP: C9**

**Engineering/Manufacturing Tradesperson – Level II**

**Engineering Technician – Level I**

An Engineering / Manufacturing Tradesperson – Level II is an:

- i. Engineering Tradesperson (Electrical/Electronic) – Level II; or
- ii. Engineering Tradesperson (Mechanical) – Level II; or
- iii. Engineering Tradesperson (Fabrication) – Level II:

who has completed the minimum training requirements specified in this clause or equivalent.

An Engineering / Manufacturing Tradesperson – Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.

- i. Exercises discretion within the scope of this classification;
- ii. Works under limited supervision either individually or in a team environment;
- iii. Understands and implements quality control techniques;
- iv. Provide trade guidance and assistance as part of a work team;
- v. Operates lifting equipment incidental to his/her work;
- vi. Performs non-trade tasks incidental to his/her work.

**Engineering Technician – Level I**

An Engineering Technician – Level I is an Employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

**WAGE GROUP: C8**

**Engineering/Manufacturing Tradesperson – Special Class Level I**

**Engineering Technician – Level II**

An Engineering / Manufacturing Tradesperson - Special Class Level I means a:

- i. Special Class Engineering Tradesperson (Electrical/Electronic) – Level I; or
- ii. Special Class Engineering Tradesperson (Mechanical) – Level I; or
- iii. Special Class Engineering Tradesperson (Fabrication) – Level I;

who has completed the minimum training requirements specified in clause 7 of this Appendix or equivalent.

An Engineering / Manufacturing Tradesperson Special Class – Level I works above and beyond a Tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- i. Provides trade guidance and assistance as part of a work team;
- ii. Assists in the provision of training in conjunction with supervisors and trainers;
- iii. Understand and implements quality control techniques;
- iv. Works under limited supervision either individually or in a team environment;
- v. Operates lifting equipment incidental to his/her work;
- vi. Performs non-trade tasks incidental to his/her work.

**Engineering Technician – Level II**

An Engineering Technician – Level II is an Employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class – Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by the Schedule and this Agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the Employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

**WAGE GROUP: C7**

**Engineering/Manufacturing Tradesperson - Special Class Level II**

**Engineering Technician – Level III**

An Engineering / Manufacturing Tradesperson - Special Class Level II means a:

- i. Special Class Engineering Tradesperson (Electrical/Electronic) – Level II; or
- ii. Special Class Engineering Tradesperson (Mechanical) – Level II; or
- iii. Special Class Engineering Tradesperson (Fabrication) – Level II; or
- iv. Higher Engineering Tradesperson

who has completed the minimum training requirements specified in this clause or equivalent.

An Engineering / Manufacturing Tradesperson – Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- i. Is able to provide trade guidance and assistance as part of a work team;
- ii. Provides training in conjunction with supervisors and trainers;
- iii. Understands and implements quality control techniques;
- iv. Works under limited supervision either individually or in a team environment;
- v. Operates lifting equipment incidental to his/her work;
- vi. Performs non-trade tasks incidental to his/her work.

### **Engineering Technician – Level III**

Engineering Technician – Level III is an Employee who has the equivalent level of training of a C7 – Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the Employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

### **WAGE GROUP: C6**

#### **Advanced Engineering Tradesperson – Level I**

#### **Engineering Technician – Level IV**

An Advanced Engineering Tradesperson – Level I means an:

- i. Advanced Engineering Tradesperson (Electrical/Electronic) – Level I; or
- ii. Advanced Engineering Tradesperson (Mechanical) – Level I; or
- iii. Advanced Engineering Tradesperson (Fabrication) – Level I

who has completed the minimum training requirements specified in this clause or equivalent.

An Advanced Engineering Tradesperson – Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- i. Undertakes quality control and work organisation at a level higher than for C7;
- ii. Provides trade guidance and assistance as part of a work team;
- iii. Assists in the provision of training to employees in conjunction with supervisors/trainers;
- iv. Works under limited supervision either individually or in a team environment;
- v. Prepares reports of a technical nature on specific tasks or assignments;
- vi. Exercises broad discretion within the scope of this level;
- vii. Operates lifting equipment incidental to his/her work;
- viii. Performs non-trade tasks incidental to his/her work.

#### **Engineering Technician – Level IV**

An Engineering Technician – Level IV is an Employee who has the equivalent level of training of a C6 – Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical tasks requiring technical knowledge.

At this level the Employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff.