

Laminex[®]

**TOOLARA AGREEMENT
2024**

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1. TITLE

This Agreement shall be known as the Laminex Toolara Agreement 2024.

2. APPLICATION OF AGREEMENT

This Agreement shall apply to the establishment of Laminex Toolara Plant, PMB No.2 Tin Can Bay Rd, Gympie Qld.

3. PARTIES BOUND

The parties to this Agreement are:

1. Laminex Group Pty Ltd;
2. All Employees of Laminex Toolara located at the Laminex Toolara Plant, engaged in the classifications listed in Appendix 1 and Appendix 2 of the Agreement;
3. Australian Workers' Union of Employees, Queensland (AWU);
4. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, Queensland, and Northern Territory Divisional Branch (ETU);
5. Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees (AMWU); and
6. Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU)

4. DEFINITIONS

- a) 'Act' means the Fair Work Act 2009;
- b) 'Agreement' means Laminex Toolara Agreement 2024;
- c) 'Commission' means Fair Work Commission ('FWC') or in the event that the FWC is abolished by Statute, to the primary federal body established to replace the FWC, provided that such body is empowered to determine disputes in relation to the application of registered collective agreements;
- d) 'Company' means Laminex Group Pty Ltd, located at the Toolara plant;
- e) 'Continuous Shift' means work carried on with consecutive shifts of Employee's throughout the twenty-four (24) hours of each of at least seven (7) consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company;
- f) 'Continuous Shift Worker' means an Employee employed to work or engaged in working on Continuous Shifts;
- g) 'Day Shift' means the shift commencing at 5.45am and finishing at 5.45pm for shift workers engaged on a 12-hour shift roster;
- h) 'Day Worker' means an Employee working eight (8) hours per day over the five (5) days Monday to Friday or where the Company decides to implement a day work / Rostered Day Off (RDO) arrangement as outlined in Clauses 46.1, 46.2 and 46.3 of this Agreement.
- i) 'Employee' means an Employee employed by Laminex at the Toolara plant;
- j) 'Immediate family member' means:
 - i. A spouse, child, parent, grandparent, grandchild, or sibling of the Employee; and
 - ii. A child, parent, grandparent, grandchild, or sibling of a spouse of the Employee;
 - iii. Son-in-law or daughter-in-law;
 - iv. The term 'child' includes
 - i. an adopted child;
 - ii. a stepchild;
 - iii. an exnuptial child; and
 - iv. an adult child.
 - v. The term 'spouse' includes the following:
 1. a former spouse;
 2. a de facto spouse; and
 3. a former de facto spouse.
 - vi. The term 'de facto spouse' means a person who lives with the Employee as the Employee's

partner on a genuine domestic basis although not legally married to the Employee.

- k) 'Night Shift' means the shift commencing at 5.45pm and finishing at 5.45am for shift workers engaged on 12-hour shift roster;
- l) 'Non-Continuous Shift' means work carried on with consecutive shifts of Employee's throughout the twenty-four (24) hours and each of at least five (5) consecutive days from Monday (5.45am) to Saturday (5.45am), without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company;
- m) 'Non-Continuous Shift Worker' means an Employee employed to work or engaged in working on Non-Continuous Shifts;
- n) 'Shift Worker' means an Employee employed to work or engaged in working either Continuous or Non-Continuous Shifts;
- o) 'NES' means the National Employment Standard as varied from time to time;
- p) 'Laminex' means Laminex Group Pty Ltd;
- q) 'This Agreement' or 'The Agreement' shall mean the Laminex Toolara Agreement 2024;
- r) 'Unplanned Overtime' shall mean where the employee is not notified of the need to work overtime on the previous calendar day or last rostered shift.

5. DATE AND PERIOD OF OPERATION

This Agreement shall apply from the date of notification of approval by FWC and shall remain in force until the 30 June 2027.

The Company will undertake to initiate the Enterprise Bargaining process three (3) months prior to the nominal expiry date of this agreement if requested by the employees and/or their representatives.

6. AGREEMENT PREVAILS

This Agreement supersedes and replaces all other industrial instruments, including but not limited to all collective agreements, any modern award and any transitional instrument within the meaning of the *Fair Work Act 2009* (Cth) which may otherwise apply to the Employees covered by this Agreement ("Industrial Instrument").

Where 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. Where the Agreement provides a more favourable condition than the NES, then the more favourable condition will apply.

7. NO EXTRA CLAIMS

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

The Agreement covers all matters or claims regarding the employment of the Employees which could otherwise be the subject of protected action.

Neither the Employees nor any party to this Agreement, will engage in protected action, in relation to the performance of any work covered by the Agreement.

Nothing in this clause is intended to prevent the flow-on, to Employees covered by this Agreement, of a benefit introduced by legislation.

8. SINGLE BARGAINING UNIT

For the purpose of negotiating this Agreement, a single bargaining unit has been established as follows:

A consultative group called the Enterprise Bargaining Task force, comprised of elected representatives of Employees engaged in various occupations and representatives from management:

One (1) Fitter

One (1) Electrician

Two (2) Production Employees

Four (4) Management Employees

Where a Single Bargaining Unit (SBU) exists the appropriate elected Employee representative from each work group shall be deemed to be the Employee representative.

COMPANY & EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP & RELATED MATTERS

9. INTENT OF AGREEMENT

The intent of this Agreement is to assist the enterprise, through its management and Employees to successfully compete in an increasingly competitive marketplace. Additionally, the Laminex Toolara Plant and its Employees agree to actively participate in Health and Safety programs and are obligated to pursue a safe workplace that is free from injury or illness.

This Agreement recognises the pivotal role the Employees at the Laminex Toolara Plant will play in the success of the enterprise in this ever-changing environment. It will provide the mechanism to allow Employees to respond to change and continue to develop the enterprise into a competitive and mutually satisfying place to work. The economic health of the Company and the wellbeing of the Employees depend on a shared commitment to respond to a changing business environment.

The parties to this Agreement recognise that the Employees at the Laminex Toolara Plant have an expectation that management will provide a safe, healthy, and challenging workplace. The management of the Laminex Toolara Plant have an expectation that Employees have a commitment to the ongoing success of the enterprise and the achievement of agreed improvement initiatives and processes.

For the continuous improvement process to be successful it must be based on the partnership values of mutual respect, open two-way communication, shared objectives, and innovative problem solving.

The management of the Laminex Toolara Plant will actively commit to the development of all its people so that they have the skills, competence, and motivation to excel in an environment of high achievement. The position selection for all levels within the enterprise will be based on the principle of "best person for the job" with a commitment from the Company to enhance the Employee's potential through further training and development. Job roles will aim to enhance skills and responsibilities where it provides a benefit to both the individual and the Company.

It is also the intent of this document to assist the capability of the enterprise to provide an environment where Employees can become more capable, confident, and secure whilst enhancing their quality of life.

10. COMPANY VALUES

The parties commit to living the core values of the Company. These values are:

- Protect
- Be Bold
- Customer Leading
- Better Together

Along with the above values, all parties recognise and are committed to valuing:

- Our people. Our people are the key to our success;
- Our communities & our environment. Our business cares about the world in which it operates;
- Our customers. Our business exists to meet the needs of our customers;
- Innovation, excellence, and results. We believe that excellent results are the true measure of success;
- High ethical standards of behaviour. We treat others in the way that we would like to be treated;
- Teamwork and supportive leadership. Our leaders encourage individual accountability and support and empower our people.

11. AGREED APPROACH TO ISSUE RESOLUTION

The parties agree that the following tests will be applied to all future solutions to issues affecting operations at the Laminex Toolara Plant under this Agreement, sought by either the Employees or the Company (excluding matters raised under the Dispute Resolution Procedure).

Does this solution:

- a) contribute to the building of a better team at the Laminex Toolara Plant?
- b) reflect our desire to be honest, hardworking, and caring in our dealings with each other?

- c) provide the opportunity for Employees to grow with increasing skills and knowledge, to the benefit of the enterprise and its work force?
- d) enhance our Workplace Health and Safety record by improving the safety of our working environment?
- e) provide a morally sound, fair, and unbiased solution that provides a positive outcome for the Company and Employees?
- f) comply with all legal requirements?
- g) provide all Employees with the opportunity to be consulted?

12. OBLIGATIONS UNDER THIS AGREEMENT

The Company and its Employees agree that each have specific obligations to achieve common goals and objectives.

a) The Company

The Company agrees to:

- i. provide training and development aimed at preparing Employees for increasing responsibility and personal development in their work.
- ii. through effective communication, provide information about the Company and conditions at the workplace that will affect or have the potential to affect the Employees.
- iii. provide a safe, healthy working environment with emphasis on safety on and off the job and commits to completing all agreed risk/hazard recommendations.
- iv. provide a decentralised approach to business that emphasises belief and trust in the individual and encourages a flow of ideas upward through the business.
- v. an open – door policy, that assures access to an Employee’s Supervisor and / or the Leadership Team.

b) The Employees

The Employees agree to:

- i. comply with all safety rules and requirements of the plant and identify and report all incidents and risks.
- ii. a personal commitment to participate in the process of improvement to all aspects of the enterprise’s operation, for example:
 - a Health & Safety
 - b Quality
 - c Service
 - d Housekeeping and cleanliness
 - e Productivity and effectiveness
 - f Product and process innovation
 - g Team working and problem solving
 - h Waste reduction
- iii. continue to ensure their work is done responsibly and with care.
- iv. be proactive in the identification and reduction of hazards across the site.
- v. seek solutions rather than problems and be positive in approaching all matters.
- vi. maintain a high standard of behaviour particularly in regard to attendance, punctuality, and relations with others.
- vii. be prepared to work throughout the plant, carry out the “whole job” including incidental and peripheral tasks across the range of all machines, equipment, and processes for which they have been trained.
- viii. 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.
- ix. obtain authorisation/permission from their Leading Hand or Supervisor in order to leave their workstation.
- x. Employees will be proactively engaged in Laminex’s Manufacturing Excellence program which is designed to support continuous improvement in uptime, recovery, and other relevant productivity indicators. Employees acknowledge that Laminex will develop a range of relevant KPI’s and will communicate and educate Employees on the importance of such KPI’s to the performance of the plant so as to achieve increased Employee confidence in the value of such KPI’s and with the intent of having such KPI’s.

13. THE "PROTECT" COMMITMENT

The Company 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 at all times strive to provide a safe workplace that is free from injury or illness.

To positively demonstrate its commitment to safety, the Company has invested significant resources in a broad range of health, safety and wellbeing program designed to ensure that the Company builds a culture, which has the safety of Employees, visitors and contractors as its highest priority.

The principle goal of all health and safety program implemented within the Company is "Protect". "Protect" is an unwavering belief that all workplace injuries and illnesses are preventable.

A cooperative and participative approach to all facets of health, safety, and wellbeing in the workplace, will assist in the achievement of a culture where safety is integrated into business practices and performance.

The parties to this Agreement will work together and actively participate in all company health and safety programs and initiatives that support the goal of "Protect".

The Company's commitment to a "Protect" environment means that unsafe practices or behaviours will not be accepted. Each employee has the responsibility and accountability to ensure their own behaviours are safe at all times and that any unsafe behaviours or practices are pointed out to fellow Employees or Supervisors.

14. COMMUNICATION AND FEEDBACK

To assist in the implementation of the Agreement and to provide a forum for Employees to have an input into the development of the business the Company will provide communication and feedback sessions to all Employees as required. These sessions will have the following objectives.

- a. Ensure effective input into the application of this Agreement and its effects on the Employees over the period of its operation.
- b. Provide a consultative forum for Employees and management to have effective input into the following areas.
 - i. Increasing the efficiency, productivity, and competitiveness of the Company;
 - ii. Enhancing the career opportunities and job security of the Employees.; and
 - iii. Future plans and introduction of new technologies.

The sessions will provide information on the performance of the business and highlight issues that will have the potential to affect Employees at the site. These sessions will cover all crews/areas and be conducted by the Manager / Supervisor. As part of this process all suggestions/issues resulting from each session will be recorded and responded to at the following briefing session. Site wide communications will be posted on notice boards as required.

15. EMPLOYMENT CLASSIFICATION

Employees will be classified under the following six (6) categories:

15.1 Casual

- 15.1.1 A casual Employee is one employed and paid as a casual. The ordinary time hourly pay rate for a casual Employee is equal to the applicable classification pay rate detailed in the Wage Schedule (Clause 34.2) of this Agreement. The ordinary time hourly pay rate is inclusive of the casual loading of 25%. A casual Employee is not entitled to any paid leave (with the exception of Long Service Leave), redundancy or severance, and the casual loading recognises this arrangement.
- 15.1.2 If a casual Employee is required to work overtime, the overtime pay rate will be based on the applicable classification pay rate detailed in the Wage Schedule (Clause 34.2) of this Agreement which includes the 25% casual loading.
- 15.1.3 Casual employees are not entitled to overtime until 76 hours ordinary hours are worked in any pay fortnight unless overtime is performed outside the spread of hours in any one day / shift or overtime is performed from working more than an employee's ordinary hours in any one day / shift.
- 15.1.4 A casual Employee is required to give a minimum of 1 hours' notice on voluntary

termination and the Company are required to give a minimum of one hours' notice on termination.

15.1.5 If a casual Employee is offered full-time or part-time employment with the Company and accepts the offer, the 25% casual loading will not be paid after the effective date of the commencement of the full-time or part-time employment.

15.1.6 Casual Employees shall be provided with a minimum of 4 hours work per engagement.

15.1.7 Casual conversion obligations will be provided in line with the requirements as detailed in the NES.

15.2 Permanent

15.2.1 Any Employee not specifically engaged as being a part-time or casual Employee is for all purposes of the Agreement a full-time Employee, unless otherwise specified in this Agreement.

15.2.2 A full-time Employee will be required to work:

- a. 38 hours per week or 152 hours in a 28-day work cycle averaged over 12 months; or any other work arrangement provided for by this Agreement; and
- b. reasonable additional hours.

15.3 Permanent Relief

15.3.1 A permanent relief Employee is engaged, at the discretion of the Company, to cover permanent day or shift Employees whilst on leave.

15.3.2 Permanent relief Employees will be rostered to work a minimum of 152 hours over a 4 weeks period.

15.3.3 Permanent relief Employees can be required to work up to 6 shifts in any 7-day period.

15.3.4 Permanent relief Employees shall be given a minimum of 24 hours' notice of a change in their shift or roster pattern.

15.3.5 Permanent relief Employees are entitled to be paid the penalties, which would be paid to a permanent full or part-time Employee.

15.3.6 Notwithstanding the provisions of subclause 15.3.5, and clauses 48 and 56, permanent relief Employees are not entitled to overtime payments prior to the completion of a minimum of 152 hours in a four (4) week period.

15.3.7 A permanent full time or part time Employee is able to request a transfer to a permanent relief position, in order to gain experience in different duties or parts of the Toolara plant, without affecting their employment security.

15.3.8 Permanent relief Employees will not be engaged with the intention of replacing existing permanent full-time positions or part time Employees.

15.3.9 In accordance with clause 30, permanent relief positions will be advertised internally to provide both casual and permanent full and part time Employees with the opportunity to apply for these positions.

15.4 Part-time Employees

15.4.1 A part time Employee will be required to work a regular pattern of hours which shall average less than 38 hours per week or less than 152 hours in a 28-day work cycle.

15.4.2 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.

15.4.3 Part-time Employees shall be provided with a minimum of three (3) hours per day/shift.

15.4.4 Except as otherwise provided in this Agreement a part-time Employee is entitled to be paid for the hours agreed upon at the commencement of their employment. Additional hours worked to a maximum of thirty-eight (38) hours per week will be paid as ordinary time.

15.4.5 The terms of any such agreement made in accordance with this section may be varied by mutual agreement between Employee and the Company and such an agreement shall be

in writing.

15.4.6 The terms of such agreement made in accordance with this section or any variation to it shall be in writing and retained by the Company. A copy of the agreement and any variation to it shall be provided to the Employee by the Company.

15.4.7 The terms of this Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are thirty-eight (38).

15.5 **Fixed Term or Fixed Task**

An Employee who is employed for a fixed term or to complete a fixed task. Fixed term or fixed task arrangements may be on a full-time or part-time basis

15.6 **Apprentices**

The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply.

A statute of regulation relating to apprentices will operate in Queensland subject to any Federal legislation that may override such Queensland legislation.

Apprentices attending technical colleges or schools or supervising Registered Training Organisations or TAFE and presenting reports of satisfactory progress shall be reimbursed all relevant fees paid by them.

Except as provided in this clause or where otherwise stated, all conditions of employment specified in this Agreement shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not exceed those of the relevant tradesperson.

15.6.1 **Transition Provisions - Apprentices**

Any person engaged as an apprentice at the date this Agreement commenced operation shall be deemed to be an apprentice for all purposes of this Agreement until the completion or cancellation of their apprenticeship contract.

16. **PROBATION PERIOD**

16.1 In order for new Employees and the Company to assess each other's mutual compatibility for a long-term association, all new Employees are engaged, on a six (6) month probation period unless their contract of employment specifies a shorter period.

16.2 During the probation period, either the Employee or the Company may terminate the Employee's employment for any reasonable reason by giving one week's notice or payment in-lieu at the Company's election.

16.3 At regular intervals and prior to the end of the qualifying period, the Employees performance will be reviewed by the Company to assess the Employees performance on matters of safety adherence, attendance and punctuality, flexibility, teamwork, adherence to Company Procedures, competence and performance.

16.4 The qualifying period forms part of an Employee's period of continuous service for all purposes of the Agreement, except where otherwise specified in this Agreement.

17. **INFORMATION FLOW**

17.1 To help with the flow of information through the Plant duly elected Employee representatives 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 concerning the employment of Employees covered by this Agreement and which is relevant to the Plant, provided such duly elected Employee representatives:-

- 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.

17.2 The duly authorised Employee representative should also be provided reasonable access to such things as the photocopier and phone without limiting the above.

17.3 This clause does not permit or authorise the holding of mass meetings of employees.

18. EMPLOYEE ASSISTANCE PROGRAM

The Company is committed to providing an Employee Assistance Program. The objective of the program will be to provide a confidential impartial counselling service to Employees and their immediate families. Use would be on a voluntary basis and it would cover areas such as personal crisis, financial counselling, workplace trauma and literacy and numeracy needs.

19. DISCIPLINARY PROCEDURE

The following procedure focuses on the correction of performance that falls below standards set.

Counselling and or discipline is any communication or action taken by a Manager / Supervisor for the purpose of motivating an Employee to achieve the accepted standards of performance and resolving performance problems.

Part of every Manager's role is to motivate Employees to achieve certain standards. These standards may be in terms of quality, quantity, safety, environment, housekeeping, or other measures.

These guidelines are intended to assist Managers / Supervisors and Employees in all stages and types of performance and conducting counselling.

Counselling is in terms of the Employee's overall performance. The process can be described in terms of a number of levels:

Note: For counselling to be effective at each step the following guidelines should apply:

- i. The Employee must be made aware of the performance standard required.
- ii. The Employee will be given the opportunity to reply to any point and give explanations.
- iii. At each session the Manager / Supervisor shall indicate that improvement is expected and that it will be reviewed within a reasonable and specified time frame.
- iv. When the stated time period has expired the parties involved should reconvene to ensure that satisfactory performance has occurred.
- v. If the Employee's performance does not improve, either by the expiration of the stated time period or at any time during the time period, the parties should reconvene to review performance and further disciplinary action may be taken.
- vi. Sessions should conclude by summarising and documenting areas of Agreement and actions to be undertaken and kept on Employee files.
- vii. The Employee should be advised if suitable counselling could be made available to assist with any social or personal problems, or training in the case of job-related problems.
- viii. No step in this procedure is to be disregarded except for cases spelled out in step 4.
- ix. In certain cases, it may be appropriate to suspend or stand aside an Employee, on full pay, while the matter is being resolved.
- x. All interviews will be reviewed after four (4) months and any interview that has not been enacted upon after this time will be destroyed.
- xi. Employees have the right to have a witness / representative of their choice, present at any / all stages of this process.

Step 1: Corrective Counselling / Coaching

Involves regular interactive counselling on a day to day basis where the objectives are primarily teaching and reinforcing the standard required and giving the Employee feedback on progress.

The great majority of counselling will be at this level, however, when this is inappropriate or fails to produce the right result, then it is necessary to consider the next steps.

Step 2: Verbal Warning

If the approach in Step 1 has not had the desired effect, the Employee will be verbally warned, that continued performance at this substandard level would lead to further disciplinary action and possibly dismissal.

This level is reached either progressively through Step 1 or if the deviation from the required performance standards is of a serious or major nature, directly.

Step 3: Written Warning

If the approach of step 1 has not had the desired effect, the Employee will be warned, that continued performance at this substandard level would lead to further disciplinary action and possibly dismissal.

A “Written Warning Letter” will be issued to the Employee and a copy placed on the Employee’s personal file.

This level is reached either progressively through Steps 1 and 2 or if the deviation from the required performance standard is of a serious or major nature, directly.

Step 4: Final Warning

This level is reached either progressively through steps 1 to 3 or if the deviation from the required performance standard is of a serious or major nature, directly.

The Employee may be advised in the form of a “Final Written Warning” that unless there is an immediate and sustained improvement in their performance, their employment will be terminated.

A “Final Warning Letter” will be issued to the Employee and a copy placed on the Employee’s personal file. Additional disciplinary measures may be taken.

Step 5: Termination of employment

The termination of an Employee’s services can result either from no improvement in performance after the counselling session at step 4 or from an offence that warrants dismissal.

Termination following warnings

Senior management must explain clearly to the Employee in the presence of the Employee’s nominated witness / representative the offence for which he / she is being dismissed and the terms of dismissal. This will include a full review of all documentation associated with the disciplinary procedure followed.

Suspension

Certain offences as follows may justify suspension on ordinary pay, which could lead to termination pending an investigation. (The circumstances of each case need to be considered on merit):

- wilful and/or reckless breach of safety
- serious breach of security
- major physical confrontation or fighting
- refusal to carry out a legitimate instruction
- consumption of alcohol or drugs at the workplace
- reporting for work under the influence of alcohol or illicit drugs
- clocking on or off for another Employee
- abandonment of employment
- removal of Company property without approval or documentation
- theft
- smoking in non-designated areas

The Employee is to be offered the opportunity to have a fellow Employee of their choice as their witness or representative present at the discussion.

An Employee representative must be present at subsequent discussions following the suspension unless the Employee requests otherwise.

Failing satisfactory explanation, the Employee will be advised that their employment has been terminated.

20. NOTICE OF TERMINATION BY COMPANY

20.1 In order to terminate the employment of an Employee the Company must give to the Employee the following notice.

Period of Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

20.2 In addition to the notice in clause 20.1 Employees over 45 years of age at the time of the giving of the notice with not less than two years’ service, are entitled to an additional week’s notice.

- 20.3 Payment in lieu of the notice in clause 20.1 and 20.2 must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice is specified and part payment in lieu thereof.
- 20.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- a. the Employee's ordinary hours of work (even if not standard hours); and
 - b. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - c. any other amounts payable under the Employee's contract of employment.
- 20.5 The period of notice in clause 20.1 does not apply:
- a. in the case of dismissal for serious misconduct;
 - b. to Employees engaged for a specific period of time or for a specific task or tasks;
 - c. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specific period or is, for any other reason, limited to the duration of the agreement; or
 - d. to casual Employees.
- 20.6 Termination provisions for apprentices and trainees are provided by the relevant Queensland Training Authority.

21. NOTICE OF TERMINATION BY EMPLOYEE

- 21.1 The notice of termination required to be given by an Employee shall be the same as that required of the Company, except that there is no additional notice based on the age of the Employee concerned.
- 21.2 Where an employee fails to provide the required notice of termination, the Company is entitled to deduct from any wages due to the Employee under this Agreement or the NES an amount equivalent to the difference between the notice given by the Employee and the notice required to be given by them under Clause 20.1.

22. REDUNDANCY/RETRENCHMENT

For the purposes of this clause, an Employee whose contract of employment is terminated by the Company shall be deemed to have been retrenched or made redundant if such termination is the result of:

- a. a specific job no longer being required to be performed by the Employee undertaking such job; or
- b. a reduction in the amount of work available to an Employee or Employees because of technological and/or mechanical changes; or
- c. reduced work being available because of economic or market conditions; or
- d. restructuring of the enterprise and/or reorganisation of work systems or staffing levels; and
- e. no suitable alternative employment can be provided by the Company.

22.1 Application

- a. This clause only applies for Employees terminated for reasons as detailed in Clause 22a, 22b, 22c, 22d, 22e hereof.
- b. This clause does not apply to Employees who leave the Company under circumstances of:
 - i. Resignation
 - ii. Dismissal (as per Clause 19)
 - iii. Transmission of business
 - iv. Casual engagement
 - v. Expiry of a Fixed Term engagement

22.2 Alternative Position At The Same Site

- a. Where the Company, on account of redundancy offers an Employee employment at a lower

base rate of pay, or work that is of a significantly different capacity or character and the Employee declines such offer, then the termination of employment shall be deemed to have been made by the Company, and the Employee will be entitled to the benefit of this Agreement.

- b. Where the Employee accepts a position within the Company at a lower base rate of pay the Company will make a "once only" payment in recognition of the reduction in the Employee's classification rate of pay. The amount of the "once only" payment shall be calculated by the difference in weekly ordinary base rate of pay between each position multiplied by 26 weeks.

22.3 Notice

- a. The following period of notice will be provided to redundant/retrrenched Employees with:
 - i. Less than 12 month's service – 2 weeks' notice;
 - ii. 12 month's service or more – 4 weeks' notice.
 - iii. An additional one week's notice for Employees over the age of 45 years.
 - iv. Should an Employee under notice of redundancy/retrrenchment die prior to the nominated date of termination of employment, all benefits of this Agreement to which such Employee was entitled shall be paid directly to the estate of the Employee.
- b. Payment in lieu of notice prescribed herein may be paid at the Company's discretion.

22.4 Redundancy

In addition to other payments prescribed herein redundant/retrrenched Employees will be paid as follows:

- a. An Employee who has had at least one year, but less than two (2) years, of continuous service will be paid four (4) weeks' pay.
- b. An Employee with two (2) years or more of continuous service will be paid three (3) weeks' pay for each year of continuous service calculated on pro rata basis.
- c. For the purpose of sub-clause (b) hereof a maximum of 75 weeks' pay will apply.
- d. For the purpose of this clause. "Weeks' pay" will mean the Employee's ordinary base rate of pay including shift allowances but excluding penalty rates.

22.5 Personal Leave

All accrued personal leave entitlements shall be paid out. Such payment shall be calculated using the Employee's ordinary base rate of pay.

22.6 Selection Criteria

- a. The Company will call for volunteers for redundancy/retrrenchment from Employees in the section or sections of the plant affected or across the whole plant.
- b. Subject to sub-clause a. hereof in determining Employees to be made redundant/retrrenched, factors to be considered shall include:
 - i. Skill requirements of the business.
 - ii. Employee's current skill, competence, and performance.
 - iii. Employee's length of service.
- c. The Company reserves the right to accept or reject Employee's voluntary applications for redundancy/retrrenchment having regard for the need to retain Employees on the basis of necessary skills and competence.

22.7 Employment Search

- a. Where an Employee receives notice under the terms of this Agreement, the Company will grant up to the equivalent of one working day per week during the period of notice prescribed in Clause 22.3 of this Agreement for the purposes of attending employment interviews. Evidence shall be required of such interview before payment is made.
- b. Where an Employee is made redundant/retrrenched the Company will assist the Employee to find suitable employment. To this end, the Company will consult suitable agencies.

22.8 Certificate Of Service

The Company will provide a Certificate of Service to the Employee stating the period of service, and the reason for redundancy/retrrenchment.

22.9 Annual Leave

Annual leave entitlements will be paid on termination of employment with a 17.5% loading.

22.10 Long Service Leave

All redundant/retrrenched Employees with more than five (5) years of continuous service will receive pro-rata long service leave.

23. ABSENCE FROM DUTY

Unless a provision of this Agreement states otherwise, Employees not attending for duty who are not exercising a leave entitlement contained in this Agreement will not be paid for the time of such non-attendance.

24. STANDING DOWN EMPLOYEES

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

25. ABANDONMENT OF EMPLOYMENT

25.1 The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Employee has abandoned their employment.

25.2 Provided that if within a period of fourteen (14) days from their last attendance at work or the date of their last absence in respect to which notification has been given or consent has been granted, an Employee has not established to the satisfaction of the Company that they were absent for a reasonable cause, they shall be deemed to have abandoned their employment.

25.3 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later. When processing the termination of employment, notice requirements in line with the NES will be observed.

26. INDIVIDUAL FLEXIBILITY

26.1 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 the 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 the Employee.

26.2 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.

26.3 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 their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 26.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 26.5 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.

27. CONSULTATION

- 27.1 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**
- 27.2 For a major change referred to in subclause 27.1(a):
- (a) the employer must notify the relevant employees and the appropriate employees' representative (this may include the Union) of the decision to introduce the major change; and
 - (b) subclauses 27.3 to 27.9 apply.
- 27.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 27.4 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.
- 27.5 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.
- 27.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 27.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 27.8 If a term in the enterprise 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 subclauses 27.2(a), 27.3 and 27.5 are taken not to apply.

27.9 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

27.10 For a change referred to in clause 27.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 27.11 to 27.15 apply.

27.11 The relevant employees may appoint a representative for the purpose of the procedures in this term.

27.12 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.

27.13 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, 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).

27.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

27.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

27.16 In this term, **relevant employees** means the employees who may be affected by the change referred to in subclause 27.1(a) and 27.1(b).

28. DISPUTE RESOLUTION PROCEDURE

If there is a dispute over the application of this Agreement (including the National Employment Standards) between an Employee or Employees and the Company, the dispute resolution procedure set out in this clause shall apply.

The aim of this procedure is to ensure that the dispute is settled as quickly as possible however reasonable time limits shall be allowed for the completion of steps 1 to 3.

During each stage of the dispute resolution procedure either the Employee(s) or the Company may choose to be accompanied or represented by another person of their choice.

The procedure is:

- 1st step:** The matter is discussed between the Employee(s) and their immediate Supervisor.
- 2nd step:** If settlement is not reached, the matter is discussed between the immediate Supervisor, the Employee, and any representative of the Employee. If settlement is not reached, the Department Manager and the People & Performance Representative will become involved.
- 3rd step:** If settlement is not reached, the matter is referred to the Plant Manager and any more senior representative of the Employee.
- 4th step:** If, after the attempts at the Plant to resolve the dispute have failed, the matter in dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation.
- 5th step:** If the matter is not resolved by conciliation, FWC may resolve the matter in dispute by arbitration of the application of the Agreement.

Until the matter is determined, work will continue as per the status quo and in accordance with the Employees' contract and this Agreement without prejudice to the positions of the parties, unless the Employee has a reasonable concern about an imminent risk to their health and safety and has complied with any reasonable direction given by their Employer to perform other available work, either at the same workplace or at another workplace.

- Status Quo will be defined as: the situation that was in existence prior to the change occurring, as long as this procedure is invoked within ten (10) days of the change being announced. If then (10) days has passed, then the new situation becomes the status quo.

The decision of the FWC in an arbitration under this procedure may be appealed to a Full Bench of the FWC where that appeal is based on a question of law. The Full Bench may hear the appeal and exercise such powers in respect of the appeal as provided to the Full Bench in the Fair Work Act 2009, as if the arbitrated decision were an order of the FWC.

29. EMPLOYEE TRAINING

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 in their present role or prepare them for future career opportunities.

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

To seek assistance the Employee is to complete an on-line application via the Employee Educational Fund website. The EEF Board of Trustees will consider and decide on whether funding approval is given.

The Employee will be notified by the EEF Manager on the outcome of their application. If successful, then the Employee is then able to start the course.

Refer to the Fletcher Building Employee Education Fund website for further information or contact your Manager / Supervisor or the Plant People & Performance Representative.

30. INTERNAL APPLICATIONS

All vacancies in relation to the classification structure contained within this Agreement shall be advertised internally with normal recruitment and selection procedures to apply, with due consideration given to Permanent Employees in the first instance. Employees interested in advertised positions are to provide a written expression of interest within fourteen (14) days of the date of advertisement.

All expressions of interest will remain current for a period of three (3) months. Should a position of the same employment classification within the same area of the Plant become available during that three (3) month period the Company has the discretion to fill this vacancy from previous expressions of interest received.

31. ELECTRICAL SAFETY

In recognition of the Queensland Government's increased focus on the Electrical Safety Act 2002, the Electrical Safety Regulations 2013 and associated relevant Codes of Practice. The following will apply:

- a. Paid training leave will be provided to Licensed Electricians, employed in such capacity, for all training, including refresher training for the Licensed Electrician to comply with the statutory requirements of the Electrical Safety Act 2002 and the Electrical Safety Regulations 2002. This training will be facilitated by the Company and paid at the normal training rates specified in this Agreement.
- b. All reasonable costs incurred by the Licensed Electrician in complying with the aforementioned Act and Regulations will be borne by the Company including, but not limited to Electrical License Renewal costs, course costs, training manuals, etc. Any item deemed to be a cost in complying with the Act and Regulations must be approved in advance by senior management to facilitate final approval.
- c. All training, work practices, Risk Assessments, Safe Work Procedures etc. will be proactively further enhanced between the Licensed Electricians and the Company to create a work environment that encompasses Laminex's "Protect" philosophy while fully complying with all statutory requirements.
- d. The Company will provide any Personal Protective Equipment (PPE) and associated training required by the Licensed Electrician to comply with the Act and Regulations.
- e. If any relevant textbooks are required to assist with full compliance of the Act and Regulations, they will be purchased and stored in a common library on site.

32. CANTEEN FACILITIES

The Company shall endeavour to provide to Employees a canteen facility on a twenty-four (24) hour, five (5) day per week service, which will supply food at a subsidised price.

33. DELEGATE AND EMPLOYEE REPRESENTATIVE RIGHTS

- 33.1 The Company recognises the rights of Employees to elect a Union delegate and co-delegate as their representative for the purposes of this Agreement.
- 33.2 The delegate and co-delegate are first and foremost Employees of the Company, and as such are required to discharge all the obligations as Employees.
- 33.3 Employees are encouraged to make all endeavours to resolve issues in the first instance with the appropriate Supervisor. As a result of a request from an Employee seeking assistance to resolve an issue/s the delegate and the co-delegate must seek and obtain permission from their respective Supervisors if they wish to leave their normal duties. The delegate will advise their respective Supervisor of the expected duration of their involvement. Both parties are committed to communication and consultation in the workplace and recognise that the needs of the business are paramount.
- 33.4 The delegate and co-delegate will have access to a secure notice board for the purpose of posting approved union notices and announcements relating to their union's activities, provided that such notices are relevant to the site or the Union.
- 33.5 The Union delegates will have reasonable access to a computer for word-processing purposes, a photocopier, and a private meeting room, if necessary.
- 33.6 Where the Company is involved in any industrial proceedings before the Fair Work Commission that directly affects the workplace the Union delegate may request to attend the Fair Work Commission to assist proceedings and such permission will not be unreasonable withheld by the Company. Attendance at such proceedings will be without deduction of ordinary time earnings.
- 33.7 Upon written application by the Union delegate at least one month in advance the Company will grant three (3) days training leave for each nominated SBU member. The granting of such leave will be subject to the following conditions:
 - The leave will be paid at ordinary time and be exclusive of any allowance for travelling time, fares, and shift work;
 - The granting of leave will be at the discretion of the Company such that it will not unduly affect operations;
 - This leave will not be cumulative; and
 - AWU SBU members may pool their entitlement.
- 33.8 The Company will consider applications from each nominated SBU member for additional union training leave

WAGES & RELATED MATTERS

34. REMUNERATION

The following wage increases have been incorporated in the Wage Schedule contained as part of this Agreement. The wage increases will apply to the first full pay period commencing on or after the following dates:

34.1 Production and Maintenance Employees

- 4.5% FFPPA 18 November 2024
- 4.0% FFPPA 1 July 2025
- 3.5% FFPPA 1 July 2026

34.2 Wage Schedule

Classification	Current		4.5.% pay period commencing 18/11/2024		4.0% 1st full pay period on or after 01/07/2025		3.5% 1st full pay period on or after 01/07/2026	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
P1	\$1,385.85	\$36.4697	\$1,448.21	\$38.1108	\$1,506.14	\$39.6353	\$1,558.86	\$41.0225
P2	\$1,314.71	\$34.5976	\$1,373.87	\$36.1545	\$1,428.83	\$37.6007	\$1,478.83	\$38.9167
P3	\$1,243.56	\$32.7253	\$1,299.52	\$34.1979	\$1,351.50	\$35.5659	\$1,398.81	\$36.8107
P4	\$1,166.72	\$30.7032	\$1,219.22	\$32.0848	\$1,267.99	\$33.3682	\$1,312.37	\$34.5361
P5	\$1,109.82	\$29.2058	\$1,159.76	\$30.5201	\$1,206.15	\$31.7409	\$1,248.37	\$32.8518
P1LH	\$1,473.00	\$38.7632	\$1,539.29	\$40.5075	\$1,600.86	\$42.1278	\$1,656.89	\$43.6023
P2LH	\$1,401.87	\$36.8913	\$1,464.95	\$38.5514	\$1,523.55	\$40.0935	\$1,576.88	\$41.4967
P3LH	\$1,330.71	\$35.0187	\$1,390.59	\$36.5945	\$1,446.22	\$38.0583	\$1,496.83	\$39.3904
P4LH	\$1,253.87	\$32.9966	\$1,310.29	\$34.4814	\$1,362.71	\$35.8607	\$1,410.40	\$37.1158
P5LH	\$1,196.97	\$31.4992	\$1,250.83	\$32.9167	\$1,300.87	\$34.2333	\$1,346.40	\$35.4315
P5 Casual		\$36.5069		\$38.1497		\$39.6757		\$41.0643
C3	\$2,149.31	\$56.5608	\$2,246.03	\$59.1060	\$2,335.87	\$61.4703	\$2,417.63	\$63.6217
C4	\$2,003.48	\$52.7232	\$2,093.64	\$55.0957	\$2,177.38	\$57.2996	\$2,253.59	\$59.3051
C5	\$1,930.58	\$50.8047	\$2,017.45	\$53.0909	\$2,098.15	\$55.2145	\$2,171.59	\$57.1471
C6	\$1,857.68	\$48.8863	\$1,941.27	\$51.0862	\$2,018.93	\$53.1296	\$2,089.59	\$54.9892
C7	\$1,711.89	\$45.0497	\$1,788.92	\$47.0769	\$1,860.48	\$48.9600	\$1,925.60	\$50.6736
C8	\$1,638.97	\$43.1308	\$1,712.72	\$45.0717	\$1,781.23	\$46.8746	\$1,843.58	\$48.5152
C9	\$1,566.07	\$41.2124	\$1,636.54	\$43.0670	\$1,702.01	\$44.7896	\$1,761.58	\$46.3573
C10	\$1,493.16	\$39.2937	\$1,560.35	\$41.0619	\$1,622.77	\$42.7044	\$1,679.56	\$44.1990
C11	\$1,420.25	\$37.3750	\$1,484.16	\$39.0569	\$1,543.53	\$40.6192	\$1,597.55	\$42.0408
C10 Casual		\$49.1165		\$51.3267		\$53.3798		\$55.2481

34.3 Day Worker Leading Hand

Classification	Current		4.5% pay period commencing 18/11/2024		4.0% 1st full pay period on or after 01/07/2025		3.5% 1st full pay period on or after 01/07/2026	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
C6LH			\$2,115.99	\$55.6839	\$2,200.63	\$57.9113	\$2,277.65	\$59.9382
C7LH			\$1,949.93	\$51.3139	\$2,027.92	\$53.3664	\$2,098.90	\$55.2342
C8LH			\$1,866.87	\$49.1281	\$1,941.54	\$51.0933	\$2,009.50	\$52.8815
DWLH1			\$1,578.55	\$41.5408	\$1,641.69	\$43.2024	\$1,699.15	\$44.7145
DWLH2			\$1,497.52	\$39.4084	\$1,557.42	\$40.9847	\$1,611.93	\$42.4192
DWLH3			\$1,416.48	\$37.2758	\$1,473.14	\$38.7668	\$1,524.70	\$40.1236
DWLH4			\$1,328.95	\$34.9725	\$1,382.11	\$36.3714	\$1,430.49	\$37.6444
DWLH5			\$1,264.14	\$33.2669	\$1,314.71	\$34.5975	\$1,360.72	\$35.8085

34.4 Allowances

Allowances	Current	4.5% On pay period commencing 18/11/2024	4.0% 1st full pay period on or after 01/11/2025	3.5% 1st full pay period on or after 01/11/2026	Frequency
First Aid Allowance	\$17.73	\$18.53	\$19.27	\$19.94	/ week
Higher Duties Leading Hand	\$34.79	\$36.36	\$37.81	\$39.13	/ shift
Higher Duties Supervisor	\$33.91	\$35.44	\$36.85	\$38.14	/ shift
Meal Allowance	\$15.23	\$15.92	\$16.55	\$17.13	/ meal

34.4.1 Unless otherwise expressly included or provided for in this Agreement, the rates of pay contained in Clause 34.2 and 34.3 are inclusive of any and all allowances (of any nature whatsoever) that may have previously applied and/or that employees may have previously been entitled to.

The parties agree that this subclause may be used to exclude and act as a bar to any further claims for the payment of and/or entitlement to any and all allowances (of any nature whatsoever) not already expressly included and provided for in this Agreement.

34.5 Wage Schedule - Apprentices

The wage rates for each stage of the Apprenticeship are set out in the following tables.

34.5.1 Apprentices

Wage Level	% of C10 or Trade Equivalent on Entry (has not completed Yr 12)	% of C10 or Trade Equivalent on Entry (has completed Yr 12) (See Note i)
1	50	55
2	60	65
3	75	75
4	90	90

Note:

- i. Apprentices shall be entitled to this wage progression if they hold a Senior Certificate (or equivalent qualification from TAFE or interstate education authority)

34.5.2 Adult Apprentices

Wage Level	% of C10 or Trade Equivalent on Entry
1	80%
2	84%
3	87%
4	91%

34.5.3 Unless otherwise expressly included or provided for in this Agreement, the rates of pay obtained by applying the relevant wage level percentage (%) in Clause 34.3.1 or 34.3.2 to the applicable C10 rate or trade equivalent are inclusive of any and all allowances (of any nature whatsoever) that may have previously applied and/or that employees may have previously been entitled to.

The parties agree that this subclause may be used to exclude and act as a bar to any further claims for the payment of and/or entitlement to any and all allowances (of any nature whatsoever) not already expressly included and provided for in this Agreement.

34.6 Wage Progression - Apprentices

The conditions for progression to each stage are set out in the following tables. Where the training plan provides for the completion of a relevant AQF 3 qualification:

Stage of Apprenticeship	Entry, Exit and Progression Requirements
Stage 1	<p>Entry Nil entry requirements</p> <p>Exit There is no exit point at this stage</p>
Stage 2	<p>Entry An apprentice enters Stage 2:</p> <ul style="list-style-type: none"> • On attainment of 25% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or • 12 months after commencing the apprenticeship, subject to subclause 34.4.1; <p>Whichever is earlier.</p> <p>Exit There is no exit point at this stage</p>
Stage 3	<p>Entry An apprentice enters Stage 3:</p> <ul style="list-style-type: none"> • On attainment of 50% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or • 12 months after commencing Stage 2, subject to subclause 34.4.1; <p>Whichever is earlier.</p> <p>Exit There is no exit point at this stage</p>

Stage of Apprenticeship	Entry, Exit and Progression Requirements
Stage 4	<p>Entry An apprentice enters Stage 4:</p> <ul style="list-style-type: none"> • On attainment of 75% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; or • 12 months after commencing Stage 3, subject to subclause 34.4.1; <p>Whichever is earlier.</p> <p>Exit Upon the attainment of 100% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan and subject to clauses 15.6 and 15.6.1 an apprentice will exit with the relevant AQF Certificate III qualification</p>

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

35. SERVICE INCREMENTS

35.1 Production Employees

The classification structure for Production Employees will recognise Employee's with five (5) years permanent service as an alternate method of progression, being equivalent to one (1) additional P level.

Service increment recognition does not preclude Employees from progressing through the Classification Structure under the modular training system.

Employees will not be able to access this service increment on more than one occasion.

Any Employee, who achieves five (5) years of continuous permanent service with the Company and has not already accessed service increment progression as outlined above, can access a service increment on one occasion only.

35.2 Casual Production Employees

A Casual Production Employee's continuous service will be recognised for the purpose of calculating a service increment once they fulfil a permanent position.

Casual Production Employees may access the Classification Structure modular system at any agreed time but will only be assessed once they fulfil a permanent position. Payment would not be retrospective.

36. SUPERANNUATION

- a. The Company will pay superannuation contributions as instructed by the Employee on the Standard Superannuation Choice Form, otherwise superannuation contributions will be paid into the Employees stapled superannuation fund.
- b. All Employees are eligible to join Australian Super or a successor fund, which shall be the Company's default Superannuation Fund.
- c. Should the Company's default Superannuation Fund change Employees of the default Superannuation Fund will be notified of the change. Should the Employee not wish to join the Company's successor fund, the Employee has the right to exercise their right to Choice of Superannuation Fund. The Company will make Superannuation Guarantee Contributions to the fund that the Employee has elected to join.
- d. The Company will facilitate salary sacrifice contribution arrangements for individual Employees where it is cost neutral to the Company and the Employee has requested and authorised the Company to facilitate the making of such contributions:
 - i. Employees will elect a set weekly dollar amount or percentage (%) to be sacrificed into a nominated superannuation fund. The amount can be changed no more than four (4) times within a calendar year on the 1st January, 1st April, 1st July and 1st October (subject to the

- requirements of the specific fund).
- ii. The amount elected in sub-clause (i) above, will take into account the lowest amount of pay that the Employee could earn in any week (ie, 38 ordinary single hours should they be on workers' compensation or other standard deductions such as child maintenance payments.)
- iii. At the time of election as per sub-clause (i) above, the Employee must supply written confirmation from their nominated superannuation fund stating that the fund will accept additional contributions.
- iv. Where an Employee sacrifices a component of their salary towards additional superannuation under the provisions of this clause, the minimum rate of wage payable to that Employee in each week shall be reduced by the commensurate amount.

Employees wishing to transfer their membership of any of the funds listed in a, b, or c above to another of the funds listed in a, b, or c, may only do so on one occasion per calendar year.

37. DAY WORKER LEADING HAND

The position of Day Worker Leading Hand for production and maintenance is based on the following responsibilities being fully accepted as part of the Leading Hand's role:

- i. Production recorded accurately by the nominated BPCS cut off time
- ii. Proactively manage Employee breaks as outlined in this Agreement
- iii. Maintain a high standard of housekeeping
- iv. Be actively involved in all aspects of maintenance days including planning, execution and start up phases
- v. Preliminary Accident / Incident investigations to be completed before leaving site at the end of every shift (if warranted, overtime to be paid at the nominal rate and appropriate breaks taken before the start of the next shift)
- vi. When appropriate, Leading Hands to give permission for Employees to leave their workstation.
- vii. This classification is by appointment only, and applies only to employees who work a day shift roster. This does not apply to any employee employed on a continuous shift basis.

The Company will determine the number of Leading Hands required to assume the role of Day Worker Leading Hand subject to the business situation, rosters, availability of Leading Hands or other such situations that may arise.

38. FIRST AID ALLOWANCE

38.1 A first aid allowance will be paid to suitably accredited and appointed First Aid Officers.

38.2 The first aid allowance will be indexed to wage increases.

39. HIGHER DUTIES

39.1 The Company may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence, and training.

39.2 The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.

39.3 Where an Employee is asked to carry out higher duties (such as Leading Hand, or Supervisor) for at least one (1) day/shift then the Employee will be paid an agreed allowance commensurate with the position. The allowances for Supervisor positions will be indexed to wage increases.

39.3.1 Where a Leading Hand is carrying out higher duties as a Supervisor or covering on another line, the 2IC will be paid higher duties for the whole shift (providing the Leading Hand's absence is over 4 hours in duration).

39.3.2 Where a Leading Hand is absent from work for a period of over 4 hours the 2IC will be paid higher duties for the whole shift.

40. MEAL ALLOWANCE – DAY WORKERS

40.1 Production Employees

A Production Employee required to work overtime for more than two (2) hours shall be paid a meal allowance on each occasion that the Employee is entitled to a rest break in accordance with the section under the heading of Rest Break. Meal allowance will be indexed to wage increases.

40.2 Maintenance Employees

A Maintenance Employee required to work overtime for more than one and a half (1 ½) hours is entitled to a meal allowance on each occasion that the Employee is entitled to a rest break in accordance with the section under the heading of Rest Break except when the Employee was notified no later than the previous day that they would be required to work such overtime.

If a Maintenance Employee has provided their own meal or meals on the basis that he or she has been given notice on the previous day or earlier to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus. Meal allowance will be indexed to wage increases.

41. WORKING IN THE RAIN

Where the Supervisor or his / her alternate has decided that it is too wet for ordinary work to be carried out and the Employees are required to work in the rain, they shall request and be provided with raincoats. Where such raincoats are not provided, double rates shall be paid for all time so worked until such time as they finish work or able to change into dry clothing.

42. FLOOD PAYMENT OPTIONS

42.1 Employees unable to attend work due to flooding have the option of requesting payment for any such absences up to three (3) days per annum and will make up that paid time within three (3) months from the paid absence(s).

42.2 Employees who elect to be paid the 'flood payment option' (referenced above) will be paid normal ordinary hours as follows:-

- 7-day continuous shift employees (10.85 ordinary hours/day);
- 5-day non-continuous shift employees (11.4 ordinary hours/day); and
- Day Workers (7.6 ordinary hours/day).

42.3 The Employee would be required to work those days 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).

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

42.5 Should the Company not assign this make up provision within the three-month period then the requirement to make up the time will be waived.

42.6 Employees would still have the option of requesting the day be paid as Rostered Day Off (RDO), Annual Leave or Long Service Leave. This clause would be read in conjunction with the Gympie Plant Flood Procedure.

43. SAFETY FOOTWEAR AND PROTECTIVE CLOTHING

a. The Company shall supply suitable cotton-drill Hi-Viz clothing to the Employees on the following basis:

Safety Footwear – Each Employee will be issued with one pair of safety footwear, replaceable on a fair wear and tear basis. Employees who purchase their own safety footwear (which meet the required Australian Safety Standard and approved by Management) shall be reimbursed an amount equivalent to the highest cost stocked safety footwear item.

Clothing – Each Employee will be issued with four (4) pairs of trousers, and four (4) shirts on commencement, replaceable on a fair wear and tear basis. Employees who purchase their own safety clothing (which meet the required Australian Safety Standard and approved by Management) shall be reimbursed an amount equivalent to that of the highest stocked safety clothing item.

On the Employee's first anniversary, two (2) pairs of additional trousers will be available. The Employee has the responsibility to take up this option.

Employees shall be entitled to be issued with one (1) winter style cotton Hi-Viz jacket on commencement of permanent employment. Jacket to be replaced on a fair wear and tear basis.

Laundering of such clothing shall be the responsibility of the Employee.

- b. Should any Employee leave the service of the Company on their own accord within three (3) months of the issue of clothing and/or boots as per sub clause (a) of this clause, the Company may deduct pro rata the cost of such clothing and/or boots.

(Fair Wear and Tear – will be identified by the Employee's Supervisor who will mark the item, with indelible pen, in such a way that it cannot be re-presented for further issues.)

44. PAYROLL DEDUCTIONS – UNION FEES

Employees can elect by providing written authorisation to have Union fees deducted from their fortnightly wage via a payroll deduction.

HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK & WEEKEND WORK

45. HOURS OF WORK - GENERAL

45.1 Ordinary hours of work for full-time workers are to be an average of 38 hours per week but not exceeding 152 hours in 28 days.

45.2 The following rosters will be utilised on site depending on business requirements:

- i. 7-day, 5-day, 3 day and Day work, (4x9.5 hours and 5x7.6 hours)
- ii. Any movement of Employees between rosters or between crews will require two (2) weeks' notice, or less by mutual agreement
- iii. Notwithstanding subclause (ii) above, to address circumstances, which are temporary in duration (intent of temporary shall be a period not exceeding 28 days unless otherwise agreed), individual Employees can be provided with 7 working days' notice of a change of shift crew or roster, where such change is based on business requirements.
- iv. The Company shall in the first instance seek the Agreement of the individual Employee (taking into account the individual's circumstances and other alternatives) and such agreement shall not be unreasonably withheld. However, in the event that agreement cannot be reached, the 7 working days' notice provision shall apply.

45.3 Should either party wish to change a shift roster then any recommendations that are felt worthwhile to trial must be mutually agreed to by the Company and at least 80% of those Employees affected by such a trial. A reasonable trial duration is to be at least twelve (12) months in duration to allow adequate evaluation of all aspects of the change. During the 12- month trial period reviews can be conducted by either party. At the completion of any trial all arrangements will revert back to "as before" unless mutually agreed by the Company and at least 80% of those Employees affected by the change.

For the avoidance of doubt, Employees affected means the Employees within each work group, as follows:-

- L1 Short Cycle Laminating Line
- L2 Short Cycle Laminating Line
- Finishing Lines
- G1 Press
- G2 Press
- Logyard
- Warehouse
- Maintenance – Mechanical
- Maintenance – Electrical
- Factory Services
- Water Treatment Plant
- Processed Panels (Bearer Line & Anton Saw)
- Surround Line

45.4 An Employee will not be requested to work more than sixteen (16) hours continuously.

45.5 A minimum break of ten (10) hours will apply between attendances.

(Clauses 46, 47, 48, 49, 50, 51 and 52 apply exclusively to Day Workers (as defined) engaged

under this Agreement).

46. ORDINARY HOURS OF WORK – DAY WORKERS

Day Worker means an Employee working 8 hours per day over the 5 days Monday to Friday or where the Company decides to implement a day work / Rostered Day Off (RDO) arrangement as outlined in Clauses 46.2 and 46.3 of this Agreement.

Ordinary hours of work shall be worked between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday in one of the following manners:

- 38 hours within a work cycle of one week;
- 76 hours within a work cycle of two weeks;
- 152 hours within a work cycle of four weeks.

Different methods of implementation of a 38-hour week may apply to various groups or sections of Employees in the area concerned.

46.1 Rostered Days Off (RDO) for Day Workers Working 8 hours Per Day

Day Workers will be able to accrue a RDO one-day in every twenty (20) worked with a maximum of five (5) days accrued at any time and no more than three (3) days taken consecutively, at times mutually agreed by the Company, and subject to reasonable notice by the Employee or the Company.

An Employee may elect, with the consent of the Company, to take an RDO at any time.

An Employee, may elect, with the consent of the Company, to take an RDO in part day amounts.

In cases where, by virtue of the arrangement of the ordinary hours of work, the Employee is entitled to a RDO during the work cycle, the weekday to be taken off shall not coincide with a public holiday.

46.2 Rostered Day Off (RDO) for Day Workers Working 8.5 hours Per Day

Where the Company makes a decision to introduce an eight and one half (8.5) hour roster in accordance with Clause 46, Day Workers will be able to accrue a RDO one-day in every ten (10) worked with a maximum of five (5) days accrued at any time and no more than three (3) days taken consecutively, at times mutually agreed by the Company, and subject to reasonable notice by the Employee or the Company.

An Employee may elect, with the consent of the Company, to take an RDO at any time.

An Employee may elect, with the consent of the Company to take an RDO in part day amounts.

In cases where, by virtue of the arrangement of the ordinary hours of work, the Employee is entitled to a RDO during the work cycle, the weekday to be taken off shall not coincide with a public holiday.

46.3 Rostered Day Off (RDO) for Day Workers Working 9.5 hours Per Day

Where the Company makes a decision to introduce a 9.5-hour roster in accordance with clause 46, Employees will take an RDO, on one of the five days, Monday to Friday of each week.

46.4 Rostered Days Off (RDO) and Averaging of Pay

46.4.1 Day Workers Working 8 hours per day

This RDO system is based on a nineteen (19) day month where the following system of averaging pay will apply:

Under this system each person works eight (8) ordinary hours of work each day for nineteen days in any four-week cycle. An amount of time equivalent to 0.4hours is “held over” for each day an Employee is at work or absent from work on paid leave such as personal leave, compassionate leave, jury service or public holidays.

This amount will be used to pay for the RDO during the week the Employee takes an RDO. The equivalent to 0.4 hours of time is not ‘held over’ for days an Employee is absent from work on annual leave and/or long service leave.

46.4.2 Day Workers Working 8.5 hours per day

Where the Company makes a decision to introduce an eight and one half (8.5) hour

roster in accordance with Clause 46, the RDO system is based on a nine (9) day fortnight where the following averaging of pay will apply:

Under this system each person works eight and one half (8.5) hours of work each day for nine (9) days in any two-week cycle. An amount of time equivalent to 0.9 hours is "held over" for each day an Employee is at work or absent from work on paid leave such as personal leave, compassionate leave, jury service or public holidays.

The amount will be used to pay for the RDO during the week the Employee takes an RDO. The equivalent of 0.9 hours of time is not "held over" for days an Employee is absent from work on annual leave and/or long service leave.

46.4.3 Day Workers Working 9.5 hours per day

Where the Company makes a decision to introduce a nine and one half (9.5) hour roster in accordance with clause 46, the RDO system is based on a five (5) day week where the following system of averaging pay will apply:

Under this system each person works nine and one half (9.5) ordinary hours of work each day for four days in any five (5) day cycle. An amount of time equivalent to 1.9 hours is "held over" for each day an Employee is at work or absent from work on paid leave such as personal leave, compassionate leave, jury service or public holidays.

This amount will be used to pay for the RDO during the week the Employee takes an RDO. The equivalent to 1.9 hours of time is not 'held over' for days an Employee is absent from work on annual leave and/or long service leave.

46.5 Cashing Out of Rostered Days Off (RDO)

RDO's in excess of the maximum (5) day bank, at the end of each quarter of each calendar year, 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 RDO's paid out to them at any time and where such a request is made, the RDO's will be paid out (at the ordinary time rate of pay).

To avoid any doubt, RDO hours will be reviewed as at the last full pay period in the months of March, June, September, and December.

47 BREAKS – DAY WORKERS

47.1 Time for Taking Meal Breaks – Day Workers working 8 hours per day

Meal breaks for a Day Worker working eight (8) hours per day will be taken as a single 20 minute paid break in the first half of the ordinary working day and a 30 minute unpaid break at an agreed time, provided that the Employee shall not be required to work more than five (5) ordinary hours without a break for a meal (unless otherwise agreed to between an individual Employee and the Company).

47.2 Time for Taking Meal Breaks – Day Workers working 8.5 hours per day

Where the Company makes a decision to introduce an eight and one half (8.5) hour roster in accordance with clause 46.2, meal breaks for a Day Worker working eight and one half (8.5) hours per day will be taken as a single 20 minute paid break in the first half of the ordinary working day and a 30 minute unpaid break at an agreed time, provided that the Employee shall not be required to work more than five (5) ordinary hours without a break for a meal (unless otherwise agreed to between an individual Employee and the Company).

47.3 Time for Taking Meal Breaks – Day Workers working 9.5 hours per day

Where the Company makes a decision to introduce a 9.5 hour roster in accordance with clause 46.3, meal breaks for a Day Worker working nine and one half (9.5) hours per day will be taken as a single 25 minute paid break in the first half of the ordinary working day and a 30 minute unpaid break at an agreed time, provided that the Employee shall not be required to work more than five (5) ordinary hours without a break for a meal (unless otherwise agreed to between an individual Employee and the Company).

47.4 Payment for Work done During Meal Breaks – Production Employees

All work done during an Employee's lunch break shall be paid for at double (x2) time rates of pay. For work performed thereafter until a lunch break is allowed double (x2) time rates shall be paid.

47.5 Payment for Work done During Meal Breaks – Maintenance Employees

All work done during an Employee's lunch break shall be paid for at time and one half (x1 ½) rates of pay. For work performed thereafter until a lunch break is allowed time and one half (x1 ½) rates shall be paid.

48. OVERTIME, SATURDAY, SUNDAY, AND PUBLIC HOLIDAY PAYMENTS – DAY WORKERS

48.1 Payment for Working Overtime

48.1.1 For all hours performed outside the spread of hours or in excess of ordinary hours the rates of pay will be time and a half (x1 ½) for the first two (2) hours and double time (x2) thereafter until the completion of the overtime required. Meal breaks during overtime will be paid at the appropriate overtime rate.

48.1.2 The minimum payment to be paid to Employees for unplanned overtime is one (1) hour at the appropriate overtime rate.

48.1.3 In computing overtime each day's work shall stand alone.

48.1.4 For the purpose of this clause ordinary hours shall mean the hours fixed in accordance with clause 46 - Ordinary Hours of Work – Day Workers, of this Agreement.

48.2 Time Off in Lieu of Payment of Overtime

48.2.1 An Employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

48.2.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

48.2.3 The Company shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under clause 48.2.1 of this Agreement where such time has not been taken within four (4) weeks of accrual.

48.3 Payment for Work on Saturdays

All work performed on a Saturday by Day Workers, on the instructions of the Company, shall be paid for at the rate of time and one half (x1 ½) for the first two (2) hours and double time (x2) thereafter with a minimum payment as for four (4) hours at such rate.

48.4 Payment for Work on Sundays

All work performed on Sundays by Day Workers, on the instructions of the Company, shall be paid for at the rate of double time (x2) with a minimum payment as for three (3) hours at such rate.

48.5 Payment for Work on Public Holidays

All work performed by Day Workers on public holidays, on the instructions of the Company, shall be paid for at the rate of double time and one half (x2 ½) with a minimum payment as for four (4) hours at such rate. Such double time and one half (x2 ½) shall include the ordinary rate of pay where due – Public holidays, ordinary hours of work.

48.6 Payment for Work on Rostered Day Off

All work performed on a rostered day off by Day Workers, on the instruction of the Company, shall be paid for at the rate of time and one half (x1 ½) for the first two (2) hours and double time (x2) thereafter with a minimum payment as for three (3) hours at such rate.

48.7 All Reasonable Steps to Notify Cancellation of Overtime

Where the Company can show that all reasonable steps were taken to contact an Employee more than one (1) hour before the commencement of the overtime in accordance with clauses 48.3, 48.4, 48.5 and 48.6 that such overtime has been cancelled, the Company is not required to provide work to the Employee and shall only be liable to pay the Employee two (2) hours pay at the appropriate rate.

All reasonable steps shall be defined as the Company being able to show it has attempted to contact the Employee using the Employees telephone contact details listed in the Company's payroll system.

48.8 Requirement to Work Reasonable Overtime

The Company may require an Employee to work reasonable overtime at overtime rates.

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:

- a. any risk to Employee health and safety;
- b. the Employee's personal circumstances including any family responsibilities;
- c. the needs of the workplace or enterprise;
- d. the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
- e. any other relevant matter.

49. REST BREAKS DURING OVERTIME – DAY WORKERS

49.1 Outside Ordinary Hours - Production Employees

49.1.1 Where an Employee is required to work for more than 2 hours before the ordinary starting time, or continue working for more than 2 hours after the ordinary ceasing time, such Employee shall be allowed, after the expiration of the said 2 hours, one-half hour at the appropriate overtime rate for the purpose of having a meal. At the expiration of each 4 hours overtime worked thereafter the employee shall be allowed one-half hour at the appropriate overtime rate for the purpose of having a meal if work is to continue.

49.1.2 After an Employee has worked 2 consecutive hours overtime such employee shall be given a rest pause of 10 minutes' duration.

49.2 Saturdays, Sundays and Public Holidays – Production Employees

A Production Employee working overtime on a Saturday, Sunday and/or Public Holiday shall be allowed a rest break of thirty (30) minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after such rest break.

49.3 Outside Ordinary Hours – Maintenance Employees

49.3.1 A Maintenance Employee working overtime on the instruction of the Company, shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four (4) consecutive hours of overtime worked if the Employee continues to work after the rest break.

49.3.2 Where overtime is to be worked immediately after the completion of ordinary work and the period of overtime is to be more than one and one half (1 ½) hours, a Maintenance Employee, before starting the overtime is entitled to a rest break of twenty (20) minutes to be paid at overtime rates.

49.3.3 A Company and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand; provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

49.4 Saturdays, Sundays and Public Holidays – Maintenance Employees

A Maintenance Employee working overtime on a Saturday, Sunday and/or Public Holiday shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after such rest break.

50. REST PERIOD AFTER OVERTIME – DAY WORKERS

50.1 When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.

50.2 An Employee (other than a casual Employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

50.3 If on the instructions of the Company such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, the Employee shall be paid at double (x2) rates for such period until released from duty and the Employee shall then be entitled to be absent until the

Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

51. CALL OUTS – DAY WORKERS

Call outs will be paid at double time for all hours worked with a minimum payment of four (4) hours.

52. STANDING BY – DAY WORKERS

When an Employee who is ready, willing and capable to attend for duty and is required by the Company to be in readiness for a call out to work the Employee shall, until released by the Company or notified of the requirement to attend for duty, be paid for standing by time at ordinary rates from the time so held in readiness.

(Clauses 53, 54, 55, 56, 57, 58, 59, 60 and 61 apply exclusively to Continuous or Non-Continuous Shift Workers (as defined) engaged under this Agreement).

53. HOURS OF WORK – SHIFT WORKERS

53.1 Ordinary Hours of Work – Shift Workers

53.1.1 The ordinary hours of work of this Agreement shall not exceed an average of thirty-eight (38) hours per week. Different methods of working shifts may apply to various groups or sections of Employees within the Gympie Plant.

53.1.2 Where agreement exists, ordinary hours can be worked on any day of the week, Saturday, and Sunday inclusive.

53.2 Payment for Ordinary Shifts – Shift Workers (Monday – Friday)

53.2.1 Continuous Shift Workers

An Employee whilst on Day and/or Night Shift shall be paid as follows:-

10.85 hrs at ordinary rates
1.15 hrs at overtime rates (double time (x2))
12 hrs at 15% shift allowance

53.2.2 Non-Continuous Shift Workers

An Employee whilst on Day and/or Night Shift shall be paid as follows:-

11.4 hrs at ordinary rates
0.6 hrs at overtime rates (double time (x2))
12 hrs at 15% shift allowance

53.3 Payment for Ordinary Shifts – Shift Workers (Saturday)

53.3.1 Continuous Shift Workers

An Employee whilst on Day and/or Night Shift shall be paid as follows:-

10.85 hrs at ordinary rates
1.15 hrs at overtime rates (double time (x2))
12 hrs at 50% shift allowance

53.4 Payment for Ordinary Shifts – Shift Workers (Sunday)

53.4.1 Continuous Shift Workers

An Employee whilst on Day and/or Night Shift shall be paid as follows:-

10.85 hrs at ordinary rates
1.15 hrs at overtime rates (double time (x2))
12 hrs at 100% shift allowance

53.5 Payment for Ordinary Shifts – Shift Workers (Public Holidays)

53.5.1 Continuous Shift Workers

An Employee whilst on Day and/or Night Shift shall be paid as follows:-

10.85 hrs at public holiday rate (double time and one half (x2 ½))
1.15 hrs at public holiday / overtime rates (triple time and one half (x3 ½))

53.5.2 Non-Continuous Shift Workers

An Employee whilst on Day and/or Night Shift shall be paid as follows:-

11.4 hrs at public holiday rate (double time and one half (x2 ½))

0.6 hrs at public holiday / overtime rates (triple time and one half (x3 ½))

54. SHIFT ARRANGEMENTS – SHIFT WORKERS

54.1 Any movement of Employees between rosters or between crews will require two (2) weeks' notice, or less by mutual agreement and the provisions of clauses 45.2(iii) and 45.2(iv) are applicable to such cases.

54.2 Employees will ensure there has been an effective shift "hand over" carried out at the completion of their shift at their workstation.

55. BREAKS – SHIFT WORKERS

55.1 Meal Breaks for twelve (12) hour shifts will be taken on a 30mins, 30mins, 15mins basis at appropriate times. These breaks are to be paid.

55.2 Shift Employees are afforded a reasonable opportunity during the shift to have meal breaks, without loss of pay, but such breaks shall be able to be staggered so as not to impact upon the continued operation of machinery, nor impede production.

56. OVERTIME – SHIFT WORKERS

56.1 Shift Work Payments for Overtime

All work performed by shift workers in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid as follows:

- a. If on Continuous Shift work, at a rate of double time (x2)
- b. If on Non-Continuous Shift work, at the rate of double time (x2)
- c. Except in each case when the time is worked by arrangement between the Employees themselves

56.1.1 The minimum payment for unplanned overtime is one (1) hour at the appropriate overtime rate.

56.2 Time Off in Lieu of Payment of Overtime

56.2.1 An Employee may elect, with consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

56.2.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

56.2.3 The Company shall, if requested by the Employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under Clause 56.2.1 of this Agreement where such time has not been taken within four weeks of accrual.

56.3 Public Holidays

All overtime performed on a public holiday shall be paid at the rate of double the normal overtime rate.

56.4 Minimum Payment – Monday - Friday

Where a Shift Worker is required to work overtime other than on a rostered shift, such Employee shall be afforded at least four (4) hours work or be paid for four (4) hours at the appropriate rate.

56.5 Minimum Payment - Saturday

Where a Shift Worker is required to work overtime on a Saturday, such Employee shall be afforded at least four (4) hours' work or be paid for four (4) hours at the appropriate rate except where such overtime is continuous with the Employee's ordinary hours or with overtime commenced on the previous day.

56.6 Minimum Payment - Sunday

Where a Shift Worker is required to work overtime on a Sunday, such Employee shall be afforded at least three (3) hours' work or be paid for three (3) hours at the appropriate rate except where such overtime is continuous with the Employee's ordinary hours or with overtime commenced on the previous day.

56.7 Minimum Payment – Public Holiday

Where a Shift Worker is required to work overtime on a Public Holiday, such Employee shall be afforded at least four (4) hours' work or be paid for four (4) hours at the appropriate rate except where such overtime is continuous with the Employee's ordinary hours or with overtime commenced on the previous day.

56.8 All Reasonable Steps to Notify Cancellation of Overtime

Where the Company can show that all reasonable steps were taken to contact an Employee more than one (1) hour before the commencement of the overtime in accordance with clauses 56.4, 56.5, 56.6 and 56.7 that such overtime has been cancelled, the Company is not required to provide work to the Employee and shall only be liable to pay the Employee two (2) hours pay at the appropriate rate.

All reasonable steps shall be defined as the Company being able to show it has attempted to contact the Employee using the Employees telephone contact details listed in the Company's payroll system.

56.9 Non-Cumulation of Penalties

The rates prescribed in clause 56.1 shall be in substitution for and not cumulative upon the shift allowances prescribed elsewhere in this Agreement.

56.10 Requirement to Work Reasonable Overtime

56.10.1 A Company may require an Employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.

56.10.2 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:

- a. any risk to Employee health and safety;
- b. the Employee's personal circumstances including family responsibilities;
- c. the needs of the workplace or enterprise;
- d. the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
- e. any other relevant matter.

57. WORK ON A NON-ROSTERED SHIFT (SHIFT WORKERS)

Unless a non-rostered shift is substituted for another shift then the work performed on the non-rostered shift will be paid for in accordance with clause 56.1 – Overtime – Shift Workers, of this Agreement.

58. REST BREAKS DURING OVERTIME – SHIFT WORKERS

58.1 Outside Ordinary Hours – Production Employees

58.1.1 Where an Employee is required to work for more than 2 hours before the ordinary starting time, or continue working for more than 2 hours after the ordinary ceasing time, such Employee shall be allowed, after the expiration of the said 2 hours, one-half hour at the appropriate overtime rate for the purpose of having a meal. At the expiration of each four (4) hours overtime worked thereafter the Employee shall be allowed one-half hour at the appropriate overtime rate for the purpose of having a meal if work is to continue.

58.1.2 After an Employee has worked two (2) consecutive hours overtime such Employee shall be given a rest pause of 10 minutes' duration.

58.2 Saturdays, Sundays and Public Holidays – Production Employees

A Production Employee working overtime on a Saturday, Sunday and/or Public Holiday shall be allowed a rest break of thirty (30) minutes without deduction of pay after each four (4) hours of

overtime worked if the Employee continues to work after such rest break.

58.3 Outside Ordinary Hours – Maintenance Employees

58.3.1 A Maintenance Employee working overtime on the instruction of the Company, shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four (4) consecutive hours of overtime worked if the Employee continues to work after the rest break.

58.3.2 Where overtime is worked immediately after the completion of ordinary work and the period of overtime is to be more than one and a half (1 ½) hours, a Maintenance Employee, before starting the overtime is entitled to a rest break of twenty (20) minutes to be paid at overtime rates.

58.3.3 A Company and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand; provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

58.4 Saturdays, Sundays and Public Holidays – Maintenance Employees

A Maintenance Employee working overtime on a Saturday, Sunday and/or Public Holiday shall be allowed a rest break of twenty (20) minutes without deduction of pay after each four (4) hours overtime worked if the Employee continues work after such rest break.

59. REST PERIOD AFTER OVERTIME – SHIFT WORKERS

59.1 When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that the Employees have at least ten (10) consecutive hours off duty between the work of successive days.

59.2 An Employee (other than a casual Employee) who works so much overtime between termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

59.3 If on the instructions of the Company such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, the Employee shall be paid at double rates for such period until released from duty and the Employee shall be entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

59.4 The provisions of this subclause will apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- i. for the purpose of changing shift rosters; or
- ii. where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- iii. where a shift is worked by arrangement between the employees themselves.

60. CALL OUTS – SHIFT WORKERS

Call outs will be paid at double time (x2) for all hours worked with a minimum payment of four (4) hours.

61. STANDING BY – SHIFT WORKERS

When an Employee who is ready, willing and capable to attend for duty and is required by the Company to be in readiness for a call out to work the Employee shall, until released by the Company or notified of the requirement to attend for duty, be paid for standing by time at ordinary rates from the time so held in readiness.

LEAVE – ALL EMPLOYEES

62. ANNUAL LEAVE

62.1 Period of Leave

Permanent Employees are entitled to annual leave in accordance with the NES. Full-time

Employees are entitled to 4 weeks (152 hours) paid annual leave for each completed year of service with the Company. Part time Employees are entitled to a pro rata amount of annual leave.

62.2 Continuous Shift Workers

Continuous Shift Workers are entitled to accrue 1 week (38 hours) of annual leave each year in addition to the 4 weeks (152 hours) set out in the above clause.

62.2.1 Maintenance Day Workers relieving short term as Continuous Shift Workers

For the purpose of calculating annual leave accruals, should a Maintenance Employee working Day Work relieve in a Continuous Shift Worker position for two (2) or more full shifts during a pay fortnight, then the Maintenance Employee rostered to work Day Work will accrue annual leave at the rate of a Continuous Shift Worker for that pay fortnight.

For the avoidance of doubt, a Maintenance Employee is an employee employed in the position of a Maintenance Electrician and/or Maintenance Fitter.

62.2.2 An Employee defined as a shift worker for the purpose of the NES will be entitled to an additional week of annual leave for each year of continuous service as provided for in the NES. A shiftworker shall mean a seven-day shiftworker who is regularly rostered to work on Sundays and Public Holidays in which shifts are continuously rostered over 24 hours per day.

62.3 Calculation of Leave

Annual leave will accrue progressively.

62.4 Time of Taking Leave

62.4.1 Employees can take annual leave at a time that is mutually agreed between themselves and the Company taking into account the operational requirements of the workplace. The Company will not unreasonably refuse the taking of annual leave.

62.4.2 An Employee can take any amount of annual leave provided it has been credited to them and has been authorised by the Company.

62.4.3 An Employee may elect with the consent of the Company, to take annual leave in single day periods.

62.4.4 Access to annual leave, as prescribed in clause 62.4.3, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

62.4.5 The Company may direct an Employee to take a period of paid annual leave of up to one quarter of the Employee's accumulated annual leave credit, if the Employee has at the time the direction is given, has accumulated an annual leave credit greater than what the Employee would ordinarily accrue over two (2) years.

62.4.6 The Company may direct an Employee to take paid annual leave for a particular period when the Company shuts down the business, or any part of the business, provided the Employee has accrued and been credited with at least enough annual leave for the proposed shut down period.

Should an Employee have insufficient Annual Leave to cover the shutdown period and has exhausted all other available leave entitlements / accruals the Employee can apply to the Manager in writing for a maximum of four (4) shifts / days (ordinary hours only) of Annual Leave to be advanced resulting in the Employee's Annual Leave balance being a negative amount.

Should the Employee cease employment with the Company before the Employee's Annual Leave balance returns to a positive, the outstanding funds will be automatically deducted from the Employee's final payment. 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.

62.5 Scheduling of Leave

62.5.1 Notwithstanding clause 62.4, the parties agree that the scheduling, authorising and

taking of annual leave shall be organised in the following manner.

- 62.5.2 It is agreed that, every team by line or department in the case of maintenance (e.g. G1 Press Crew 1, Short Cycle Laminating Line Crew 3, etc) will:-
- by 1st December each year and every anniversary of this date thereafter, agree amongst themselves a roster of annual leave whereby all members of all shift teams will commit to rostering a minimum of 75% of their annual entitlement in the following twelve (12) months commencing 1st January in the following year/s (inclusive of any arrangement entered into under clause 62.9).
 - leave should be balanced over the twelve (12) month period.
 - the roster should avoid having two team members rostered for annual leave at the same time.
 - on an exceptional basis and only when agreed with the relevant Supervisor and all other team members, two Employees may take annual leave concurrently for a maximum of one set of days associated with one block of continuous normal working shifts (ie. three (3) days or three (3) nights or four (4) days or four (4) nights). This situation will be considered to be outside the rostered leave.
- The Company will:-
- consider extra ordinary situations which may require changes to the agreed rosters.
- 62.5.3 Except for Maintenance, for planned (rostered) leave as defined above, the Company will allocate a relief person to cover for such absences. In the event that the relief person is not available close to, or at the time whereby relief is required, then the Company will make all endeavours to find an alternate relief from the pool of relieving staff. Maintenance relief will be reviewed on a case-by-case basis.
- 62.5.4 Where special circumstances exist and an Employee has obtained authorisation from the department Supervisor and work group, he/she may accrue annual leave to a maximum of three (3) years. Upon taking of this accrued leave, the Employee shall take the total entitlement on the date authorised.
- i. Where no special circumstances exist then the Employee shall take the annual leave within twelve (12) months of the anniversary date.
 - ii. One (1) months' notice is required when applying for an annual leave unless immediate cover is available or if a case of urgent unforeseen circumstances arises.
 - iii. By mutual agreement between the Company and the Employee, annual leave may be taken in one (1) or two (2) day periods.
- 62.6 Carry Forward
- Unused annual leave carries forward from year to year.
- 62.7 Annual Leave Loading
- 62.7.1 During a period of annual leave an Employee will receive a loading of 17.5% calculated on the wage rate set out in the wages schedule.
- 62.7.2 During a period of annual leave an Employee working shift work immediately prior to the commencement of the leave will receive a loading equal to the greater of the loading set out in clause 62.7.1 and the relevant shift loading, calculated on the wage rate described above.
- 62.7.3 The loading described here does apply to pro rata (or proportionate) annual leave paid out on termination for Maintenance Employees.
- 62.7.4 The loading described here does apply to pro rata (or proportionate) annual leave paid out on termination for Production Employees.
- 62.8 Public Holidays Falling In A Period of Leave
- If any public holiday falls on a week day (Monday to Friday) within an Employee's period of annual leave, the public holiday will not be counted as time on annual leave, and the Employee is to be paid for the public holiday as if he or she was not on annual leave.
- 62.9 Cashing Out of Annual Leave
- An Employee may apply to the Manager in writing to cash out (or receive pay in lieu of taking) an

amount of annual leave up to a maximum of two (2) weeks (76hrs) annual leave subject to maintaining a minimum entitlement to the equivalent of four (4) weeks (152hrs) of annual leave.

Requests to cash out annual leave will be limited to one request per Employee per calendar year.

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.

62.10 Leave on Termination

On resignation or dismissal an Employee will have all accrued Annual leave entitlements paid out. Such payment shall be calculated using the Employee's ordinary base rate of pay.

63. LONG SERVICE LEAVE

All long service leave matters shall be in accordance with the relevant Queensland Act except as provided for below.

63.1 Period of Leave

63.1.1 Effective from the 1st July 1999, Employees under this Agreement shall accumulate Long Service Leave at the rate of thirteen (13) weeks for ten (10) years of continuous service and be entitled to access pro-rata long service leave after seven (7) years of continuous service. Long Service Leave provisions accumulated prior to 1st July 1999 shall be frozen and calculations thereafter shall not be retrospective beyond that date.

63.1.2 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.

63.1.3 The Employee is not entitled to payments in respect of overtime, special rates, or any other payment.

63.2 Leave Loading

Leave loading does not apply to long service leave.

63.3 Public Holidays Falling in a Period of Leave

Long service leave is exclusive of a public holiday that falls during the period of the leave.

63.4 Time Of Taking Leave

63.4.1 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.

63.4.2 Employees whose entitlement to long service leave becomes due are to take it within three (3) years of attaining the entitlement unless the Employee is within five (5) years of the nominal retirement age.

63.4.3 Where special circumstances exist, the Company will discuss them on an individual basis.

63.5 Proportionate Leave On Termination

63.5.1 An Employee who after seven (7) years continuous service with the Company, lawfully leaves the employment of the Company or is terminated by the Company, will be paid proportionate long service leave, less any period of long service leave taken during the period of employment.

63.5.2 Leave loading does not apply to proportionate long service leave paid on termination.

63.6 Cashing Out Long Service Leave

An Employee may apply to the manager, in writing to cash out (or receive pay in lieu of taking) an amount of long service leave up to a maximum of 2/3rds of their fully accrued long service leave. Any cash out of long service leave must be taken in multiples of one week (38 hours).

Requests to cash out long service leave will be limited to one request per Employee per calendar year.

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.

64. PERSONAL LEAVE

64.1 Amount of Personal Leave

- 64.1.1 Every Employee (other than a casual Employee) shall become entitled to 10 days (76) hours personal leave every twelve (12) months of employment with the Company. Part time Employees are entitled to a pro rata paid personal leave entitlement.
- 64.1.2 Further information relating to Personal Leave is set out in the NES.
- 64.1.3 Personal leave includes sick leave and carers' leave.
- 64.1.4 Paid personal leave is available to full time and part time Employees when the Employee is absent due to:
 - a. personal illness or injury (sick leave); or
 - b. to provide care and support to an immediate family or household member who is ill or injured, or in the case of an unexpected emergency in relation to that person (carer's leave).

64.2 Calculation of Personal Leave

Personal leave will accrue progressively during a year of service, according to the employee's ordinary hours of work and accumulates from year to year.

64.3 Carry Forward

Unused personal leave is cumulative.

64.4 Leave on Termination

On resignation or dismissal an Employee will have all accrued personal leave entitlements paid out. Such payment shall be calculated using the Employee's ordinary base rate of pay.

64.5 Sick Leave

- 64.5.1 Sick leave is paid leave taken by a full time or part time Employee because of a personal illness or injury.
- 64.5.2 The Company requires an Employee to provide a medical certificate or statutory declaration for absences of more than two (2) consecutive rostered days. Should an Employee not provide a medical certificate or statutory declaration the Company may choose not to pay that sick leave request.
- 64.5.3 Should an Employee demonstrate abuse of the intended provision of sick leave the Company can require an Employee to provide a medical certificate or statutory declaration. Should an Employee not provide a medical certificate or statutory declaration the Company may choose not to pay that sick leave request.
- 64.5.4 Sick leave will be deducted from an Employee's personal leave entitlement based on the number of hours the Employee was rostered on the day(s) taken as sick leave.
- 64.5.5 Except in exceptional circumstances, as soon as practical an Employee must personally ensure telephone notification to Plant Security or Company designated person(s) of their inability to attend work.

For the avoidance of doubt telephone notification means that the Employee has personally spoken with Plant Security or Company designated person(s) or left a voice message with a return contact number for the Supervisor to confirm duration of absence.

Text messaging or email is not acceptable.
- 64.5.6 To be entitled for payment for any absences through illness the Employee must fill out the "Application for Leave" form and have it authorised by the appropriate person/s.
- 64.5.7 Payment for absences through illness, once authorised, will be for the period of absence or the amount of accrued sick leave owing to the Employee at that time.
- 64.5.8 Should the amount of sick leave owing to the Employee be less than the period of

absence, leave without pay will only be approved after all other leave entitlements / accruals have been used.

64.6 Paid Carer's Leave

- 64.6.1 A full time Employee is entitled to take carer's leave to care for an immediate family member or a member of the Employee's household.
- 64.6.2 The Company requires an Employee to provide a medical certificate or statutory declaration to establish that the Employee is required to provide care or support to an immediate family or household member because of the member's illness for injury for absences for more than two (2) consecutive rostered days. Should an Employee not provide a medical certificate or statutory declaration the Company may choose not to pay that carer's leave request.
- 64.6.3 Should an Employee demonstrate abuse of the intended provision of carer's leave the Company can require an Employee to provide a medical certificate or statutory declaration to establish that the Employee is required to provide care or support to an immediate family or household member. Should an Employee not provide a medical certificate or statutory declaration the Company may choose not to pay that carer's leave request.
- 64.6.4 Paid carer's leave will be deducted from an Employee's personal leave entitlement based on the number of hours the Employee was rostered on the day(s) taken on paid carer's leave.
- 64.6.5 An Employee is entitled to take carer's leave if that amount of personal leave is credited to the Employee.
- 65.6.6 The Employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, their relationship to the person requiring care and the estimated length of absence.

65.7 Unpaid Carer's Leave

- 65.7.1 Full time, part time and casual Employees are entitled to an additional two (2) days of unpaid carer's leave on each occasion that a member of the Employee's immediate family or household requires care and support due to illness, injury or an unexpected emergency. Unpaid carer's leave can be taken in one continuous period or in separate periods as agreed between the Employee and the Company.
- 65.7.2 The Employee shall, wherever practicable, give the Company notice prior to the absence of their intention to take leave, their relationship to the person requiring care and the estimated length of absence.
- 65.7.3 The Employee must produce a medical certificate or statutory declaration to establish that the Employee was required to provide care or support to an immediate family or household member because of the member's illness or injury.
- 65.7.4 A period of unpaid carer's leave does not break an Employee's continuity of service.

65.8 Payment of Unused Personal Leave

An Employee may apply to the Manager in writing to cash out (or receive pay in-lieu of taking) an amount of personal leave (which includes sick leave and carer's leave) subject to maintaining a minimum entitlement to the equivalent of 114 hours of such leave.

Requests to cash out personal leave will be limited to one request per Employee per calendar year.

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 forgone and the Employee's leave balance will be reduced by that amount.

Such payment shall be made at the ordinary rate applicable to the Employee at that time.

66. COMPASSIONATE LEAVE

66.1 A full time or part time Employee required to be absent by reason of the death of:

- a. the Employee's spouse (*as defined*); or
- b. an Immediate family member (*as defined*), and including stillbirth of a child; or

- c. A member of the Employee's household
will be entitled to a maximum of three (3) days compassionate leave.
- 66.2 Where a full time or part-time Employee is required to be absent by reason of serious illness, miscarriage, or injury that poses a threat to the life of:
- a. the Employee's spouse (*as defined*); or
 - b. an Immediate family member (*as defined*); or
 - c. a member of the Employee's household
- 66.3 will be entitled to a maximum of two (2) days compassionate leave. The leave can be taken in one continuous period, or as separate days, as agreed between the Employee and the Company.
- 66.4 If an Employee takes compassionate leave, the Employee will be paid for ordinary hours of work the Employee would reasonably have expected to be paid by the Company had the Employee worked during that period.
- 66.5 An Employee taking compassionate leave will be required to produce documentary evidence of the need for compassionate leave. Documents providing satisfactory evidence will outline the relationship of the Employee to the deceased or seriously ill person will include:-
- a. a death certificate;
 - b. a medical certificate; or
 - c. a statutory declaration attesting to the nature of the circumstances warranting compassionate leave.
- 66.6 Further information relating to compassionate leave is set out in the NES.

67. LEAVE WITHOUT PAY

Employees are entitled to request leave without pay in order to attend to personal, family, or other pressing necessities. However, this option will only be approved after all other leave entitlements/accruals have been used.

68. FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave will be provided in line with the NES.

69. PARENTAL LEAVE

Parental Leave will be provided in line with the NES.

70. PUBLIC HOLIDAYS

- 70.1 Permanent, Fixed Term or Fixed Task Employees are entitled to leave on the following public holidays:
- New Year's Day
 - Australia Day
 - ANZAC Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Birthday of Head of State
 - Labour Day
 - Christmas Day
 - Boxing Day
 - Any other gazetted holiday appointed under a law of the State.
- 70.2 Subject to customer requirements the site management will endeavour to provide annual leave to all Employees over the Christmas/New Year period.
- 70.3 Shift Workers (other than Continuous Shift Workers) rostered to work on a public holiday will be given two (2) weeks' notice if they are required to work or not. Should a situation arise where closer to the date they are not required then the Employees affected will be offered the option of public holiday leave (as per normal) on that day.

- 70.4 Shift Workers (Continuous and Non-Continuous Shift Workers) who work on public holidays but are not rostered on that day will be paid at double the normal overtime rate (quadruple time).
- 70.5 Shift Workers (Continuous and Non-Continuous Shift Workers) who are not rostered to work on public holidays will be paid 7.6 hours at the ordinary rate of pay. Except where public holidays fall on a Saturday and/or Sunday for Non-Continuous Shift Workers.
- 70.6 Substitution of Certain Public Holidays Which Fall on a Weekend
- 70.6.1 Where Christmas Day falls on a Saturday or a Sunday, 27th December shall be observed as the public holiday in lieu of the prescribed day.
- 70.6.2 Where Boxing Day falls on a Saturday or a Sunday, 28th December shall be observed as the public holiday in lieu of the prescribed day.
- 70.6.3 Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- 70.7 Substitution of Public Holiday by Agreement
- 70.7.1 The Company and individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the Company or relevant section of the Company.

71. JURY SERVICE

- 71.1 Permanent Employees will be entitled to have their pay made up for what they should normally receive for ordinary hours (and in the case of shift workers, plus shift allowance). The normal break between attendances will apply for jury service.
- 71.2 An Employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

72. SHIFT SWAPPING ARRANGEMENTS

At the request of an Employee and where the Supervisor agrees, Employees may enter into a shift swapping arrangement as per the Company Shift Swapping Arrangement Procedure. A shift swapping arrangement can be negotiated, considered and approved providing the shift swap occurs within a single pay fortnight.

73. MAKE UP TIME

- 73.1 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.
- 73.2 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.


74. SPECIAL PROJECTS/ALTERNATIVE WORK ASSIGNMENT

In exceptional circumstances where there is a pressing operational need for the Company to direct an employee to temporarily move from their existing roster and undertake a special project or alternative work assignment, the Company will ensure that the employee is financially no worse off.

SIGNATURES

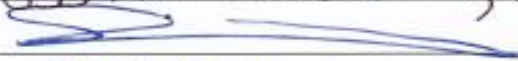
Company Representative

Signed for on behalf of Laminex Group Pty Limited by its authorised representative:

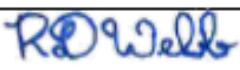
Name:	Rowan Wallace-Hill
Position Title:	Manufacturing Operations Manager - QLD
Address:	Pmb No 2 Tin Can Bay Road, Toolara Queensland 4570
Signature:	
Date:	29/11/2024

Bargaining Representatives

Signed for on behalf of the ~~Australian Workers' Union of Employees, Queensland (AWU)~~ by its authorised bargaining representative:

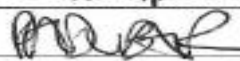
Name:	Stacey Schinnerl
Position Title:	Queensland Branch Secretary
Address:	Level 13 333 Adelaide Street, Brisbane QLD 4000
Signature:	
Date:	25/11/24

Signed for on behalf of the Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland (AMWU) by its authorised bargaining representative:

Name:	Rohan Webb
Position Title:	AMWU State Secretary QLD/NT
Address:	366 Upper Roma Street, Brisbane QLD 4000
Signature:	
Date:	25 November 2024

Date:	
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Signed for on behalf of the Construction, Forestry, ^{and} Maritime, ~~Mining and Energy Union (CFMMEU)~~ ^{Employees Union (CFMEU)} by its authorised bargaining representative:

Name:	Paul Dunbar
Position Title:	IR Co-Ordinator
Address:	16 Campbell St, Bowen Hills Q 4006
Signature:	
Date:	25/11/2024

APPENDIX 1. OPERATOR CLASSIFICATION STRUCTURE

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

GENERAL PRINCIPLES

Workplace Assessors

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 actually demonstrate the skills and knowledge for any classification level to the required standards. The workplace assessors are to be trained and accredited at any location 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.

Training Plans

The ability to assess Employees against an objective performance standard allows us to highlight any areas where an Employee needs to be supported with additional training to enable that Employee to satisfy the requirements of any classification level for which they are seeking accreditation. From these gaps we can develop a training plan to target the specific areas needing attention.

Training Modules

The process of training curricula 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.

Training Costs

It is agreed that the costs of delivering training to individuals as part of their skills formation and career path progression must be kept to an acceptable level. This is to ensure that the availability of training is sufficient to satisfy both Company needs and individual expectations of career path progression.

GENERAL PRINCIPLES OF TRAINING

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

1. Onsite training should be undertaken during the individual's ordinary hours of work wherever possible
2. Onsite 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.
 - d. Payment for Company agreed training that occurs outside an Employee's ordinary working hours, will be at the ordinary time rate of pay, for all time spent in attendance at such training.
4. Employees undertaking relevant external training may receive support in respect of course fees and textbook costs in line with the Company's Educational Assistance Policy. External training is a defined component of the proposed classification structure for WTP operators. External training outside of this will be subject to separate approval.

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.
P5 = entry level
P4 = 2 modules
P3 = 3 modules
P2 = 4 modules
P1 = 5 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. G1 Press and Finishing Line modules will be bracketed with the appropriate module on G2. (Eg: Sander module G1 is the same as Sander module G2 = One module).
5. Progression from one level to another will require an Employee to be credited for the compulsory competency skills in the level to which they wish to progress to.
6. An Employee is required to perform any task provided he/she has the accredited skill to do so and can be done safely.
7. An Employee can cover the position they are training in as long as it is felt that they can work safely and competently to that level by the Supervisor, this will be added to their training hours. There will be no increase in rate for this work.
8. 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. If it is felt that at this time the operator is not ready for an assessment he must be informed and given direction into what areas need to be addressed. 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 on Training Record Form with appropriate signatures.
Training hours: Operators working 12 hours, daily training hours will be recorded as 11 hours. For 10 hours training hours will be recorded as 9.5 hours. Day work recorded at 7.5 hours.
9. 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.

Board Tester

There will be only two (2) accredited board testers per shift, due to the nature of this position it will attract P2 on completion. The module will be broken into 4 x 700-hour segments. The pay rate will move accordingly with each segment. On completion of 2800 hours a full assessment will be done by a recognised assessor. When competent this area will be recognised as equal to four (4) modules. (This will not be the case if module is not fully completed successfully)

Water Treatment Operator

The WTP will be broken into 3 x 800-hour segments. The pay rate will move accordingly with each segment. On completion of the 2400 hours a full assessment will be done by a recognised assessor. When competent area will be recognised as equal to three (3) modules. The fourth (4th) can be gained from successfully completing the appropriate external qualification; however, this is at the Company's discretion. (The recognition of the three (3) modules will be after a competent assessment).

The XR System

The XR System is not a designated work centre; it is a connection between workstations that is mainly run in auto mode. At times this system has to be manually operated for a number of reasons most training will take place at these times. However initially training time may be given on the overall concept of the system.

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. Must be a current module.

If assessed as competent the operator can be asked at any time to use this skill.

PRESS

	AREA	Hours of work on job	Approx Weeks of Training
1	HEP	1,200	29
2	Refiner	1,350	32
3	Press Upstairs	1,350	32
4	Press Downstairs	840	20
5	XR System Full system includes HRS	250	Min 9 months

QUALITY ASSURANCE

	AREA	Hours of work on job	Approx Weeks of Training
1	Board Tester (Only 2 per shift) 4 segments on site = 4/4 = P2	2,800	66

FINISHING LINE

	AREA	Hours of work on job	Approx Weeks of Training
1	Sanders and QA	1,175	28
2	CTS	1,050	25
3	Packing and Strapping (G1 & 2 & Manual pack)	925	22
4	XR System Full system includes all of HRS	250	Min 9 months
5	Regrade – G1 & G2	925	22

SCLL LINE

	AREA	Hours of work on job	Approx Weeks of Training
1	SCLL Press and Paper	1,400	35
2	Sander, QA, Pack and Strap	925	22
3	XR System (L2 Only)	250	Min 9 months
4	L2 Baumer (Auto Grader)	250 (*)	Min 9 months

(*) Training hours for the L2 Baumer (Auto Grader) Module is as follows:-

- Operators working 12hr shifts, daily training hours will be recorded as 1hr / shift

BEARER LINE & ANTHON SAW

	AREA	Hours of work on job	Approx Weeks of Training
1	Moulder, & Ripsaw	925	22
2	Anthon Saw & Bearer Line	925	22

WAREHOUSE

	AREA	Hours of work on job	Approx Weeks of Training
1	Warehouse	1,040	26
2	Warehouse Scanning	900 (*)	22
3	Warehouse Inventory Control	1,040	26

(*) Training hours for the Warehouse Scanning Module is as follows:-

- Operators working 12hr shifts, daily training hours will be recorded as 11hrs during day shifts and 2hrs during back shifts (back shifts being defined as night shifts and weekends).

FACTORY SERVICES

	AREA	Hours of work on job	Approx Weeks of Training
1	Site Services	1,000	26

WTP

	AREA	Hours of work on job	Approx Weeks of Training
1 – 3	WTP area (Independent work area) 3 segments on site ¾, 4 th tertiary 4/4 off site = P2	2,400	50

DEBARK & CHIP

	AREA	Hours of work on job	Approx Weeks of Training
1	Log Yard	1,175	28

Company Representatives and Production Employee Representatives of the Single Bargaining Unit (SBU) are committed to work with interested 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.

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 2. TRADE CLASSIFICATION SYSTEM

This system will be based on the National Metals/Manufacturing and Engineering Curriculum (NMEC), which will mean the modules are nationally accredited.

If during the course of this Enterprise Agreement, TAFE converts its training system from a modular type of assessment to a competency-based assessment, that style of assessment will be recognised as a method for progressing through the Trades Classification System.

When determining progression through the Classification Structure in Appendix 2.1 the following criteria that will be used:

- a. business needs
- b. individual Employees current skills
- c. individual Employees desired career path
- d. new Employees will be assessed against this framework

Time off to attend off site lectures associated with approved training will be facilitated where possible. It is the responsibility of the tradesman attending the training to organise suitable shift coverage in conjunction with their relevant Supervisor. The coverage should be provided at the minimum cost to the Company.

Guidelines for Classification

Skills listed in the National Metals/Manufacturing and Engineering Curriculum (NMEC) (Appendix 2.1) may be attained Post Trade or as part of or during an apprenticeship.

To get recognition for prior learning an external assessor may be used to evaluate the relevance of that training to the module and/or competency system. While external advice may be sought, the Company retains the final decision on the relevance of previous courses and determine the extent of any exemptions that are granted (other than in circumstances where agreed licence standards have been established).

Any Employee who currently holds the necessary modules and/or competency will automatically be classified to the relevant grade. Agreement on further courses of study will need to be signed off prior to the commencement of those modules and/or competency.

Existing Employees

For existing Employees who do not meet the requirements for their present classification under the attached framework, those requirements must be met before any further reclassification will be considered.

Company Representatives, Mechanical and Electrical Employee Representatives of the Single Bargaining Unit (SBU) are committed to work with interested Employees to review, explore and implement opportunities, endeavouring to provide a progression pathway to the C6 classification for Electricians and Fitters using the framework detailed in Appendix 2 'Trade Classification System'.

Operational, progression pathways are to be reviewed and explored with interested trades Employees. If appropriate and on agreement between the parties, an external accredited service provider may be used to assist in the process.

APPENDIX 2.1 TRADE CLASSIFICATION STRUCTURE

Phasing in of wage rates of employees without relevant work experience

- 2.1.1 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 paid in accordance with the following formula:

Qualification	Years of relevant experience	% of relevant work Rate of Pay
Advanced Certificate	0	77% of C5 Rate
or National Diploma	1	85% of C5 Rate
	2	96% of C5 rate
	3	100% of C5 Rate
Associate Diploma	0	72% of C3 Rate
or National Advanced	1	79% of C3 Rate
Diploma	2	89% of C3 Rate
	3	93% of C3 Rate
	4	100% of C3 Rate

For the purposes of the agreement, any entitlement to wages expressed to be by the week shall mean any entitlement which an Employee would receive for performing the required full- time hours of work.

Clause 2.1.1 applies only to the Maintenance Employees covered by this Agreement.

Classification definitions and skill-based career paths

- 2.1.2 The definitions of the classifications for each of the wage levels referred to in this Agreement are set out at clause 2.1.8.

Procedure for classifying employees

- 2.1.3 The procedures for reclassifying Employees under this Agreement are set out in the *National Metal and Engineering Competency Standards implementation Guide* distributed by Manufacturing Skills Australia (“MSA”).
- 2.1.4 Without detracting from any of the processes set out in this clause, any disputes in relation to classification or reclassification, including disputes relating to the terms of the *National Metal and Engineering Competency Standards Implementation Guide*, shall be handled in accordance with the dispute resolution procedure of this Agreement.
- 2.1.4.1 It shall be a term of the Agreement that where there is agreement to implement the standards at the company, or in the event that the classification of an Employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the *National Metal and Engineering Competency Standards Implementation Guide* or by reference to the minimum training requirement in the relevant classification definition, except as provided in 2.1.4.2 or 2.1.4.3, below.
- 2.1.4.2 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. Any disputes which cannot be resolved over the application of this clause in the first instance are to be referred to the dispute settlement procedure.
- 2.1.4.3 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 2.1.4.2,

above.

- 2.1.4.4 All Employees engaged under the Agreement at the relevant classification levels shall be subject to the Metal and Engineering Competency Standards.
- 2.1.4.5 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 *National Metal and Engineering Competency Standards Implementation Guide* should be approved by MSA.

Finalisation of implementation

2.1.5 Any disputes or difficulty or likely dispute or difficulty in relation to the implementation of competency standards shall be dealt under the dispute settlement procedure.

Points

2.1.6 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
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised

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

Classification Structure

2.1.7 The classification structure is below:

Class'n No.	Classification Title	Minimum Training Requirement	Wage Relativity to C10*
C3	Engineering Associate – Level II	Advanced Diploma of Engineering, or Equivalent.	145%
C4	Engineering Associate 3 rd Year of – Level 1	80% towards an Advanced Diploma of Engineering or equivalent	135%
C5	Advanced Engineering Tradesperson – Level II Engineering Technician – Level V	Diploma of Engineering – Advanced Trade, or equivalent. Diploma of Engineering – Technical or equivalent	130%
C6	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	
C7	Engineering / Manufacturing Tradesperson - Special Class Level II	Certificate IV in Engineering or C10 + 60% towards a Diploma of	115%

Class'n No.	Classification Title	Minimum Training Requirement	Wage Relativity to C10*
		Engineering or equivalent	
	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 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering – Technical or equivalent	
C8	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	
C9	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	
C10	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	
C11	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.

Classification definitions

2.1.8 In these definitions:

“Or equivalent” means any training which a registered provider (e.g. 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, e.g., 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, e.g., 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 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 their 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 their 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 their 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 their work;
- vii. Performs non-trade tasks incidental to their 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

A 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 their 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 their 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 their work;
- vi. Performs non-trade tasks incidental to their 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 their 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 their work;
- vi. Performs non-trade tasks incidental to their 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 their 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 their work;
- vi. Performs non-trade tasks incidental to their 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 their 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 their work;
- viii. Performs non-trade tasks incidental to their 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.

WAGE GROUP: C5

Advanced Engineering Tradesperson – Level II Engineering Technician – Level V

An Advanced Engineering Tradesperson – Level II means an:

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

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

An Advanced Engineering Tradesperson – Level II works above and beyond a tradesperson at C6 and to the level of their skill, competence and training performs work within the scope of this level.

- i. Provides technical guidance or assistance within the scope of this level;
- ii. Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- iii. Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- iv. Assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- v. Operates lifting equipment incidental to their work;
- vi. Performs non-trade tasks incidental to their work.

Engineering Technician – Level V

An Engineering Technician – Level V is an Employee who has the equivalent level of training of a C5 – Advanced Engineering Tradesperson 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 V 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 required to exercise judgement and skill in excess of that required at level C6.

WAGE GROUP: C4

Engineering Associate – Level I

An Engineering Associate – Level I means an Employee who works above and beyond a technician at level C5 and who has completed the minimum training requirements specified in this clause or equivalent and is engaged in:

- i. Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- ii. Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

WAGE GROUP: C3

Engineering Associate – Level II

An Engineering Associate – Level II means an Employee who works above and beyond an Engineering Associate at level C4 and who has successfully completed the minimum training requirements specified in this clause or equivalent and is engaged in:

- i. Performing drafting, or planning or technical duties which require the exercise of judgement and skill in excess of that required by an Engineering Associate at level C4; or
- ii. Possesses the skills of an Engineering Associate – Level I in a technical field and exercises additional skills in a different technical field as defined.