

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/220

TITLE: Shinagawa Thermal Ceramics Pty Ltd: Glastonbury Avenue Enterprise Agreement 2002

I.R.C. NO: IRC3/5112

DATE APPROVED/COMMENCEMENT: 22 September 2003

TERM: 22

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/81

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees engaged at the Company's Glastonbury Avenue site who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award and the Refractory Industry (State) Award.

PARTIES: Shinagawa Thermal Ceramics Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch) , The Australian Workers' Union, New South Wales, The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch

SHINAGAWA THERMAL CERAMICS PTY LTD

**GLASTONBURY AVENUE
ENTERPRISE AGREEMENT 2002**

BETWEEN

**SHINAGAWA THERMAL CERAMICS PTY LTD
(ABN 81 082 371 891)**

AND

**CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION
(CLAY AND CERAMICS INDUSTRY DIVISION BRANCH)**

AND

**THE AUTOMOTIVE, FOOD, METALS, ENGINEERING,
PRINTING AND KINDRED INDUSTRIES UNION,
NEW SOUTH WALES BRANCH**

AND

**THE AUSTRALIAN WORKER'S UNION,
NEW SOUTH WALES BRANCH**

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1. Title

This Agreement will be known as the Shinagawa Thermal Ceramics Glastonbury Avenue Enterprise Agreement 2002 and will be submitted to the Industrial Relations Commission of New South Wales for approval in accordance with Section 34 of the *Industrial Relations Act*, 1996. This Agreement extends the operation of working arrangements contained in all previous STC Enterprise Agreements - subject to the qualifications and modifications contained in the Agreement.

2. Parties Bound

This Agreement is made between Shinagawa Thermal Ceramics Pty Ltd (ABN 81 082 371 891) and the Construction, Forestry, Mining and Energy Union (Clay and Ceramics Industry Divisional Branch) and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and the Australian Worker's Union, NSW. This Agreement will be binding on Shinagawa Thermal Ceramics Pty Ltd, the unions and employees eligible to become members of the unions who are performing work covered by the Awards at the Company's Glastonbury Avenue site.

3. Definitions

'Company' means Shinagawa Thermal Ceramics Pty Ltd.

'Unions' means the Construction, Forestry, Mining and Energy Union (Clay and Ceramics Industry Divisional Branch), the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and the Australian Worker's Union, New South Wales Branch. The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union were in the Federal system and there is an understanding that conditions will not be diminished by moving into the NSW State system.

'Parties' means the Company, the Union, and Employees.

'Commission' means The Industrial Relations Commission of New South Wales.

'Award' means the Refractory Materials Makers and Assistants (State) Award or the Metal and Engineering Industries State Award.

4. Application of Award

The parties agree that the provisions of the Metal, Engineering and Associated Industries Award (except in respect of any matters dealt with in this agreement) apply to employees who would, but for the operation of this Agreement, be covered by that Award.

5. Strategic Partnership

5.1 This Agreement has been prepared by representatives of the employees and management. The Agreement will continue to take the Company on a step towards making it the best refractory manufacturing site in the Asia Pacific. The recognition and development of sustained strategic partnerships between all levels of the organisation is fundamental to this Agreement. The Parties are committed as a site to the development of the working relationships between all Parties at the Glastonbury Avenue site.

5.2 The Parties will continue to develop the relationships to form a strategic partnership on the site that will be long lasting, robust and of mutual benefit. The partnership will be based on absolute trust, commitment and co-operation by all Parties. The Parties will work in an environment where they recognise that the effort and performance of individual employees will result in growth for the Company

through the achievement of the business goals in conjunction with the satisfaction and development of individual employees covered by this Agreement.

5.3 The strategic partnership will be developed to actively meet all the needs of the business. It is recognised that all employees are part of the business and will contribute to defining the business needs.

5.4 The Parties agree that all facets of work at the Glastonbury Avenue site are aimed to achieve best international standards of excellence and best practice in all relevant areas including:

operational and business performance,

work organisation;

workplace flexibility;

recruitment practices;

continuous improvement;

training and development;

quality;

safety, and

harmonious employee relations.

5.5 It is recognised that any work injury at the Company's Glastonbury Avenue site is totally unacceptable. The O.H. & S. Committee will involve all employees in ensuring that there is a continuous improvement in the Company's safety performance and working environment. It is an objective of this Agreement through all the Parties to achieve and maintain an injury free workplace by implementing the initiatives identified in Clause 8.

5.6 The Parties recognise that the success and viability of the business is based on customer focus and at the Glastonbury Avenue site, customer focus is a driving force behind our strategies and daily actions. The most significant impact that the Parties can make on customer satisfaction is for the Company to operate the plant safely, reliably, efficiently, and effectively. During the term of this Agreement, all Parties are committed to developing processes to ensure that all customer and business needs are met. The Parties are committed to improving the performance of the Glastonbury Avenue site by implementing the initiatives identified in Clause 11.

6. Work Groups

6.1 Employees may be transferred and/or rotated within areas at the Glastonbury Avenue site within their skill levels and classifications.

7. Consultative Committee

A Consultative Committee of management and employee representatives has been established to consider matters involving changes to the organisation or performance of work at the plant.

8. Occupational Health and Safety

The employees covered by this Agreement recognise that they are responsible and accountable for working in a safe manner at all times and in compliance with Company statutory requirements and the 'safe working' policies and practices developed by the Parties and the O.H. & S. Committee.

9. Equal Employment Opportunity

- 9.1 This Agreement does not contain any unlawful discrimination either directly or indirectly on the grounds of sex, race, marital status, homosexuality, age, disability, or trans gender identity. The Agreement also complies with all other relevant statutory requirements.
- 9.2 The Parties acknowledge that all employees have the right to work in an environment free of discrimination and harassment. The Parties will not condone such behaviour or a work environment that gives rise to such behaviour, and any allegations of workplace harassment or discrimination will be taken seriously and investigated by the Company. Refer to Clause 17.
- 9.3 Recruitment, selection for specific jobs and career progression and promotion, will be determined on the basis of merit, competency, and the potential to effectively perform the job.

10. Hours of Work

- 10.1 The ordinary hours of work will be thirty-eight (38) hours per week, or 76 hours per fortnight.
- 10.2 Each employee will be entitled to one roster day off each fortnight, which will be taken on a Monday, for the duration of this Agreement, unless specifically agreed by all Parties.
- 10.3 The Company agrees that all employees covered by this Agreement will be entitled to one roster day off each fortnight for the duration of their working life with the Company.
- 10.4 There will be a 12 month trial where there will be a paid meal break for day workers. The amount of work and/or tonnes should be maintained and this will be monitored. Consultation with the Committee will occur during the 12-month period.

11. Customer Satisfaction

- 11.1 The Parties are committed to developing and implementing ongoing quality, reliability, and other improvement initiatives with the aim of continuously improving customer satisfaction and meeting their needs.

12. Wages

- 12.1 Employees covered by this Agreement will be entitled to the following increases as set out in Attachment 1 of this Agreement. Any increases in Award rates of pay, including but not limited to increases arising from State Wage Case decisions (including Safety Net adjustments) will be absorbed into the increases set out below on the first pay period commencing on or after:

1 July 2002 annual base wage will be increased by 4%
1 July 2003 annual base wage will be increased by 4%
1 July 2004 annual base wage will be increased by 4%

- 12.2 Other changed conditions are set out in Attachment 2.

13. Superannuation

- 13.1 The Company agrees to make superannuation contributions to the Superannuation Trust of Australia on behalf of all employees covered by this Agreement at the rate of 10% of the employees base wage.
- 13.2 The Company also agrees that on 1 July each year (see Attachment 2 Item 4) that a further \$1050/employee before tax will be either:
- (a) paid into the employee's Superannuation Fund, or

(b) paid as a lump sum into the first weekly pay after July 1 each year.

13.3 The Company is willing to change the employee's superannuation contributions to the employee's choice of one out of three superannuation funds.

14. Salary Sacrifice

14.1 Employees covered by this Agreement may (if they choose to) sacrifice part of their salary into their Superannuation fund based on the Company guidelines. Refer to Attachment 5.

14.2 Provided that, effective from the date nominated by the employee, the salary payable to an employee pursuant to this Clause 12 will be reduced by the employer by the nominated amount instructed by the employee (not exceeding the Company guidelines), of the applicable salary from time-to-time if the employee elects, by notice in writing in accordance with Clause 14.1, to receive that amount as an employer contribution to superannuation for the employee.

15. Leave

15.1 Annual Leave

Employees will be entitled to annual leave in accordance with the Annual Holidays Act 1994.

15.2 Sick Leave

There will be 10 sick leave days/year.

15.3 Picnic Day

The Company will only allow for one day per year for a common Union Picnic Day.

15.4 Long Service Leave

Employees are entitled to Long Service Leave in accordance with the *Long Service Leave Act 1955* (NSW) at the base wage rate. The Parties agree to discuss changes to the benefits of the Long Service Leave during the term of this Agreement, especially if at least 4 of the local industries change conditions.

15.5 Parental Leave

An employee with 12 months or more continuous service is entitled to a maximum of 52 weeks unpaid parental leave, as per the guidelines set out in *the Industrial Relations Act 1996*.

Parental Leave taken by an employee can be:

- (i) maternity leave, in connection with a pregnancy or birth of her child
- (ii) paternity leave, in connection with the birth of his spouse's child
- (iii) adoption leave, in connection with the adoption of a child under 5 years of age.

All Parental Leave must be completed before the child's first birthday, or anniversary of adoption.

An employee and his or her spouse may not take parental leave at the same time, except where one spouse is on a period of 'short paternity leave' or 'short adoption leave'.

An employee must:

- (i) at least 10 weeks before the anticipated commencement of the Parental Leave, give written notice of the intention to take Parental Leave, and
- (ii) at least 4 weeks before the anticipated commencement of the Parental Leave (14 days for adoption leave), give written notice of when they wish to start and end the leave.

16. Employment Security

- 16.1 The Company's aim is to maximise employment security.
- 16.2 If a downturn in business necessitates a reduction in manning, the Company's priority will be to redeploy employees to available positions at any of the other Company sites.
- 16.3 The Company will initially request for volunteers for redeployment. If this fails to get sufficient volunteers, then the Union and employees will select employees for redeployment using years of service on the plant (gate seniority) and years of service in the Company (Company seniority) where gate seniority is equal.
- 16.4 There will be no short term transfers between the Glastonbury Avenue Plant and the Port Kembla and Berkeley Road Plants, transfers will be on a permanent basis and employees will work in accordance with the terms of the Enterprise Agreement applying to the employees at the respective plants.
- 16.5 If suitable redeployment opportunities are not available, the Company may invite employees to offer themselves for voluntary early retirement. Refer to Attachment 4.
- 16.6 If the reduction in employees achieved by applying steps 16.2, 16.3, and 16.5, are insufficient to meet the needs of the business, then the Union and employees will select employees for redundancy using years of service on the plant (gate seniority) and years of service in the Company (Company seniority), where gate seniority is equal to meet the business needs in manning reductions. Refer to Attachment 3 Redundancy Package.
- 16.7 Employees who are forced to take redundancy will have their redundancy payout based on a Level 6 Operator annualised salary rate for Operations and Trades Assistant employees and the C6 annualised salary rate for Trade employees. This is based on the EBA rates at Berkeley Road and is in place until 28 April 2005. After that date, forced redundancies revert to being calculated on the base Glastonbury Avenue rate.

17. Dispute Settlement

- 17.1 The Parties to this Agreement shall observe the following disciplinary procedure:
 - (i) Initial warning by supervisor (documented).
 - (ii) Formal warning by supervisor in presence of delegate (documented).
 - (iii) Warning in presence of Consultative Committee.
 - (iv) Dismissal.
- 17.2 The Parties to this Agreement shall observe the following dispute settlement procedures:
 - Step 1

If an employee or employees have a problem, they are to take it to their immediate supervisor, or foreman, and attempt to solve it within that shift, or the first or second hour of their next shift.

Step 2

Should step 1 fail, the problem is then to be referred to the Plant Manager, and discussed with the employee and the employee's nominated representative within 24 hours.

Step 3

Should steps 1 and 2 fail, the employee and/or the employee's nominated representative should pursue the discussion with the Plant Manager in conjunction with the Works Committee, again within 24 hours.

The Company and the employee may bring in outside assistance, Company adviser, or Union organiser, at any point following step 3.

work shall continue normally during the procedures outlined above.

18. Union Delegates

- 18.1 The Company is committed to the training and development of Union Delegates at the site so that they have appropriate skills to successfully perform the following responsibilities:

Developing positive relationships between employees and management;

Facilitating the implementation of the Plant's Enterprise Agreement;

Assisting in the resolution of employee grievances and disputes;

Improving communications within the workplace;

Ensuring leadership in planning future direction;

Liaising with Union and industry organisations.

- 18.2 Subject to approval of their Work Group, Delegates will be given suitable time during work hours to resolve issues.

- 18.3 The Company will allow for paid time off for Union Delegates to attend Trade Union courses.

- 18.4 Union officials party to this Agreement, will be given reasonable access to the plant providing that all safety and access procedures are adhered to.

19. Employee Learning Process

- 19.1 The Parties are committed to the objective of employees participating in training.

20. Performance Measurement and Improvement

- 20.1 Regular performance discussion will be held between Management and the Consultative Committee.

- 20.2 The performance indicators and targets to be monitored for improvements are as follows:

Safety;
Productivity;
Rejection;
Customer satisfaction;
Up-time;
Costs.

21. Workplace Change Initiatives

Individual employees are encouraged to develop ideas and initiatives to improve the performance of the workplace and business.

22. Termination of Employment

22.1 Permanent employment shall be by the week. Notice shall be in accordance with the following:

22.1.1 Notice of Termination by the Company

- (i) In order to terminate the employment of a full-time employee, the Company will give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
One year or less	One week
Over one year and up to the completion of three years	Four weeks
Over three years and up to the completion of five years	Four weeks
Over five years of completed service	Four weeks

- (ii) In addition to the above notice, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service with the Company, will be given an additional week's notice.
- (iii) The Company may terminate an employee's employment by making a payment of salary in lieu of notice. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment in lieu for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the relevant part of the employee's annual salary, which would have been received in respect of the period of notice had the employee's employment not been terminated, will be used.
- (v) The periods of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal.

22.1.2 Notice of Termination by Employee

- (i) The notice of termination required to be given by an employee is the same as that required of the Company, except that there is no requirement for the employee to give additional notice based on his or her age.
- (ii) If an employee fails to give notice, the Company has the right to withhold any salary owing to the employee, to a maximum amount equal to the salary for the relevant period of notice.

23. Short Term Employment

- 23.1 Due to the unpredictability of the Company's business, it will be necessary from time-to-time to use short term employees to manage peak loads. The employment of these short term employees will be based on the needs of the business.
- 23.2 The use of part time employees, casuals, and contractors, will be by consultation and agreement with the Parties agreeing as to what conditions of employment they come onto the plant.
- 23.3 The maximum term of employment of a short-term employee or position will be 4 months continuous. If the needs of the business require a short-term employee or position for greater than 4 months continuous then he/she or the position shall be made a permanent.
- 23.4 The Company has the right to ensure that any available positions are filled with the most appropriate persons. The relevant Parties will be involved in the selection of the person for the available position.

24. Employee Entitlements

The Parties agree to discuss the protection of employee entitlements within the next twelve months. It is the aim of the Parties to reach an agreement as to how the employee's entitlements will be protected.

25. Further Agreement

- 25.1 The Parties agree that on, or before, 1 July 2005, the Company and the Unions may enter into a further Enterprise Agreement for a term of no less than twelve (12) months, and lodge an application for approval of the further Agreement by the Commission.
- 25.2 The Parties agree that the terms and conditions of the further Agreement will be the same as those contained in this Agreement, except the wage rate will be increased by 4% for the year 1 July 2005 to 30 June 2006.

26. Period of Operation of Agreement

This Agreement will operate from the date of its approval by the Commission until 1 July 2005. Negotiations for a new Agreement may commence 4 months prior to expiry of this Agreement.

27. No Extra Claims

The Parties will not make any claims relating to wages, salaries, and conditions of employment during the term of this Agreement.

dated the:

day of - 2002

28. Signatories

signed for and on behalf of The Construction, Forestry, Mining, And Energy Union (Clay And Ceramics Industry Division

Secretary:

branch):

Name (printed):

Witness:

Name (printed):

signed for and on behalf of The Automotive, Food, Metals, Engineering, Printing, And Kindred Industries Union, New South Wales Branch

Secretary:
Name (printed):

Witness:
Name (printed):

signed for and on behalf of The Australian Worker's Union, New South Wales Branch

Secretary:
Name (printed):

Witness:
Name (printed):
signed for and on behalf of Shinagawa Thermal Ceramics Pty Ltd

Director:
(abn 81 082 371 891) in the presence

Name (printed):
of:

Director or Secretary:
Name (printed):

ATTACHMENT 1

GA SITE EBA WAGE INCREASES

Class	Position	Years	01.07.01	01.07.02	01.07.03	01.07.04
11	BTPU Level 1 Operator	0-2 yrs	\$786.31	\$817.76	\$850.47	\$884.49
12	BTPU Level 1 Operator	2-3 yrs	\$788.81	\$820.36	\$853.18	\$887.30
13	BTPU Level 1 Operator	>3 yrs	\$790.31	\$821.92	\$854.80	\$888.99
21	BTPU Level 2 Operator	0-2 yrs	\$810.41	\$842.83	\$876.54	\$911.60
22	BTPU Level 2 Operator	2-3 yrs	\$812.91	\$845.43	\$879.24	\$914.41
23	BTPU Level 2 Operator	>3 yrs	\$814.41	\$846.99	\$880.87	\$916.10
31	BTPU Level 3 Operator	0-2 yrs	\$835.88	\$869.32	\$904.09	\$940.25
32	BTPU Level 3 Operator	2-3 yrs	\$838.38	\$871.92	\$906.79	\$943.06
33	BTPU Level 3 Operator	>3 yrs	\$839.88	\$873.48	\$908.41	\$944.75
51	Ironworker Level 1	0-2 yrs	\$786.31	\$817.76	\$850.47	\$884.49
52	Ironworker Level 1	2-3 yrs	\$788.81	\$820.36	\$853.18	\$887.30
53	Ironworker Level 1	>3 yrs	\$790.31	\$821.92	\$854.80	\$888.99
61	Rigger	0-2 yrs	\$808.72	\$841.07	\$874.71	\$909.70
62	Rigger	2-3 yrs	\$811.22	\$843.67	\$877.42	\$912.51
63	Rigger	>3 yrs	\$812.72	\$845.23	\$879.04	\$914.20
101	Fitter	0-2 yrs	\$854.12	\$888.28	\$923.82	\$960.77
102	Fitter	2-3 yrs	\$856.62	\$890.88	\$926.52	\$963.58
103	Fitter	>3 yrs	\$858.12	\$892.44	\$928.14	\$965.27
121	Bricklayer	0-2 yrs	\$883.97	\$919.33	\$956.10	\$994.35
122	Bricklayer	2-3 yrs	\$886.47	\$921.93	\$958.81	\$997.16
123	Bricklayer	>3 yrs	\$887.97	\$923.49	\$960.43	\$998.85

ATTACHMENT 2

CHANGED CONDITIONS

1. Meal Money

This will be increased from \$14.40/meal to \$20/meal.

2. Shift Allowance (CFMEU only)

This will be increased as follows:

Rotating Shift from \$31.24/week to \$50/week.

Permanent Afternoon Shift from \$46.25/week to \$75/week.

Permanent Night Shift from \$91.75/week to \$150/week.

If the CFMEU base award for Shift Allowances is increased above these rates, the Company agrees to pay the award shift allowances.

3. Clothing Allowance

This will be increased from \$250/year to \$275/year. If an employee has bought a pair of boots during the year, and they are damaged, the Company will replace the boots.

4. EFT Payment

This will be taken from \$50/year to \$0/year with an extra \$50 being added to the Superannuation payment (ie \$1000 + \$50 = \$1050). See Section 13.2.

5. Tool Allowance

Tradesmen's tool allowance will be increased from \$2.50/week to \$5.00/week, paid weekly.

ATTACHMENT 3

REDUNDANCY PACKAGE

Standard Payment:

1. 4 weeks at the ordinary/base rate PLUS
2. 2.5 weeks pay at the ordinary/base rate per year of service.

Supplementary Payment:

Permanent employees with 12 months continuous service or more will have the following supplementary payment:

1 year's service = 1 week's extra payment

2 years service = 2 weeks extra payment

etc up to:

15 years service = 15 weeks extra payment

If people have more than 15 years service the maximum payment remains at 15 weeks.

Notice of Termination:

Not less than 4 weeks notice to be given by the Company.

ATTACHMENT 4 - VOLUNTARY EARLY RETIREMENT PACKAGE

Standard Payment

3. 4 weeks pay at the ordinary/base rate PLUS
4. 2.5 weeks pay at the ordinary/base rate per year of service.

Supplementary Payment:

Permanent employees with 12 months continuous service or more will have the following supplementary payment:

1 year's service = 1 week's extra payment

2 years service = 2 weeks extra payment

etc up to:

15 years service = 15 weeks extra payment

If people have more than 15 years service the maximum payment remains at 15 weeks.

Additional Supplementary Payment:

Permanent employees with 12 month continuous service or more, a special payment \$12,000.00 (after tax).

Notice of Termination:

Not less than 4 weeks notice to be given by the Company or employee.

Note: It is agreed that during the life of this EBA, further discussions will occur on the VERS Package. This may include slanting the payment towards longer serving employees.

ATTACHMENT 5 - SALARY SACRIFICE GUIDELINES

Salary Sacrifice - Implementation Guidelines

What is Salary Sacrifice? - this is an arrangement between the employer and the employee for which the employee agrees to forgo part of his or her salary or wages in return for particular benefits of similar value. The purpose of this arrangement is to provide the employee to receive income and benefits in a tax-effective manner. In other words, the employee is taxed under the income tax laws only on the reduced salary or wages and that the employer is liable to pay FBT, if any, on the benefits provided (other than superannuation contributions made to a complying superannuation fund).

General Rules

Employees are encouraged to get independent, professional, financial advice about their own particular circumstances before agreeing to any salary sacrifice arrangement.

Only future earnings can be sacrificed.

The Company will only agree to the employee sacrificing part of their salary or wages as an additional superannuation contribution. All superannuation contributions must be made into the employee nominated fund.

The employee must agree to a fixed amount \$ for which he or she wishes to sacrifice from each future pay not yet earned as an additional superannuation contribution - based on conditions listed below.

The agreement must be in writing.

The Company has agreed to a settling period of six weeks for which the nominated value can be changed. Once this period expires, the nominated amount can only be reviewed annually by the first pay period in July.

Sacrificed amounts are treated as employer contributions so are subject to income tax of up to 15% in the receiving fund and are preserved until retirement.

Entitlements such as Long Service Leave, Annual Leave, Leave Loading, Overtime and Company superannuation contributions will be paid on the same basis as if there was no salary sacrifice. PAYG tax is calculated on the take home pay (ie the gross less the sacrificed amount).

Any bonuses, incentive, or ex-gratia payments announced may be sacrificed on the condition that there is an agreement made prior to receiving that payment and that the conditions listed below are met.

Additional superannuation contribution tax (commonly known as Superannuation Surcharge) of up to 15% may be applicable for high income earners or those with large super balances (refer to your financial advisor for assistance).

Conditions:

Award employees will not be allowed to salary sacrifice below an award, industrial instrument or other legal entitlements. That is, they cannot sacrifice if this would reduce their gross take home pay below the applicable legal minimum in the relevant award or enterprise agreement governing their employment.

The total super contribution (including those made pursuant to the Superannuation Guarantee legislation, an award or under a salary sacrifice arrangement) for any employee should not exceed the amount that the paying company can claim as a tax deduction for that employee:

Age	Maximum deductible contribution
Under age 35	\$11,912
35-49	\$33,087
Age 50 and over	\$82,054

Note: these maximums are for the 2001/2002 financial year and are indexed each 1 July to the annual positive movements in the full time adult Average Weekly Ordinary Time Earnings (AWOTE).

ALL leave entitlements will be subject to PAYG and cannot be sacrificed.

ATTACHMENT 6 - OPERATIONS

1. It has been agreed that ongoing negotiations will take place on how to utilise the Peggy more effectively.
2. It has been agreed that discussions will take place on how to utilise the Kiln Operators more effectively throughout the plant when needed.