

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/267

TITLE: **Boral Australia Gypsum Camellia Enterprise Agreement
2006**

I.R.C. NO: IRC6/1565

DATE APPROVED/COMMENCEMENT: 20 March 2006 / 1 March 2006

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 July 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boral Australia Gypsum Limited, who are engaged at the company's sites located at 3 Thackeray Street, Camellia NSW 2142 and 11 Lyn Parade, Lurnea NSW 2170 and all classes of persons provided herein within the jurisdiction of the Plaster of Paris Industrial Committee which include metal and electrical tradespersons, who fall within the coverage of the Boral Australia Gypsum Camellia Consent Enterprise (State) Award 2004.

PARTIES: Boral Australia Gypsum Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Liquor, Hospitality and Miscellaneous Union, New South Wales Branch

BORAL AUSTRALIA GYPSUM CAMELLIA ENTERPRISE AGREEMENT 2006

1. Arrangement

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2. Parties and Parties Bound

a) The parties to this agreement are:-

i) Boral Australian Gypsum Limited (“the Company”);

ii) The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch; (“LHMU”)

iii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; (“AMWU”)

iv) The Electrical Trades Union of Australia, New South Wales Branch; (the Unions)(“ETU”)

b) The LHMU, the AMWU and the ETU are collectively referred to as the “Unions”

c) The Agreement is binding on the Company and the unions and the employees of the Company engaged in any of the classifications set out in clause 6, Wages and Classifications, of this Agreement (the “employees”) and who are engaged at the Company’s plant at Thackeray Street Camellia in the State of New South Wales (the “Camellia Site”), or at the Company’s site at 11 Lyn Parade, Lurnea in the State of New South Wales (the “Lurnea Site”).

3. Application

(a) This enterprise agreement shall prevail over and operate to the exclusion of any previous agreement or award that may have application to the employees.

(b) This agreement prevails over and operates to the exclusion of the Boral Australian Gypsum, Camellia, Consent Enterprise (State) Award 2004 (Serial C2757) and all variations thereof.

(c) Negotiations for an agreement to replace this agreement will commence five months prior to the expiration of this agreement.

4. Aims and Commitment

(a) The aims of this agreement are to:

1) Ensure the Camellia site not only meets but surpasses the quality and service levels of competitors

2) Increase employee skill flexibility

- 3) Enhance and improve the ability to train operators to an accepted standard, and
- 4) Foster a culture of teamwork and cooperation by understanding each other and the environment in which each party operates

(b) Commitment

The parties to this agreement, give a commitment to promoting the implementation of Improved Work Efficiencies which are vital to the success of this agreement. They are:

- 1) Work with minimal supervision
- 2) Employees to use their initiative to respond to changes in a positive manner
- 3) Employees to make the best use of time available, and
- 4) Maximise each employee's contribution in a team environment.
- 5) Any direction issued by the Company is to be consistent with the Company's responsibilities to provide a safe and healthy work environment as provided by the NSW Occupational Health and Safety Act 2000 as well as the employee's skills and competencies.

(c) Productivity Undertaking

1. It is recognised by the parties to this agreement that increasing competitive pressures are upon the plasterboard industry as a result of new technology , new and alternative products , new building systems, new and potential market entrants and increasing globalisation of markets.
2. The Company, the Employees and the Unions are concerned about the effect these trends will have on the long-term viability of the plasterboard industry and the interests of the Employees at Camellia in maintaining employment, training and career development opportunities. These concerns are validated by the loss of employment opportunities in a range of Australian enterprises and industries over the last decade.
3. For these reasons the employees and the Unions agree to actively work in cooperation with the management of the Company at Camellia to identify and implement incremental continuous improvement initiatives which achieve their goals of increasing the productivity of manufacturing and distribution personnel to current worlds best practice by not only taking advantage of the latest developments in technology and production management systems (examples of which are automation, video and telecommunications as well as computerisation), but also improving the efficiency of existing technology and systems by targeting waste and downtime elimination.
4. The parties to this agreement recognise that the adoption of a best practice program such as the current TRACC Lean Manufacturing initiative is in the interest of the Company and the employees who will benefit not only through increased job security but also by acquiring up to date skills through structured and accredited training. These skills in the use of the latest technologies and work practices will improve the quality of the employee's work life at Boral and are also transferable across industries and will therefore maintain the long term employability of the Camellia employees in accordance with the parties obligations for safe work practices referred to above in clause 4b5.
5. This undertaking is given on the basis that it is in the interests of both the employees and the Company that any reductions in personnel as a result of these incremental productivity initiatives should be done on the basis of firstly natural attrition or then by the Company calling for expressions of interest from suitable employees in being made redundant voluntarily before the company implements any forced

redundancy. The final selection of volunteers will be done in consultation with the consultative committee using open and transparent criteria.

6. The Unions and the employees acknowledge that the company need not offer a voluntary redundancy to all employees who have expressed an interest in being made redundant voluntarily nor to any individual employee if the company wishes to retain the particular skills of that employee.
7. This commitment relates only to incremental productivity initiatives identified and jointly implemented by the parties and does not affect the Company's rights to significantly alter manning in response to market demand for its products or as a result of major technological change or capital investment as detailed in clause 23 of this site enterprise agreement.

5. Anti-Discrimination

- (a) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of that religion.”

6. Wages and Classifications

- (a) Level Definition

- 1 This is the entry level for employees who do not have the appropriate skills needed for classification at higher levels. Employees at this level perform routine duties and simple manual or mechanical tasks of satisfactory quality and work under close supervision. Classification at this level is limited to a maximum period of three months. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Trainee Operator

- 2 Able to perform tasks at Level 1 if and when required. Cover tasks requiring the setting up, operating and routine maintenance of simple fixed and mobile machinery including quality control and keeping of records. It also covers manual tasks requiring responsibility for the quality of the finished work. Works under general supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Stacker and Fabricator

Stacker and Loader

Yardperson/Cleaner

Wax Room Operator

Unloader Operator

Knife Operator

Additive Attendant

Wall Hand

- 3 Able to perform tasks at level 1 and 2 if and when required. Covers tasks required to assist a tradesperson, the use of hand tools and mobile equipment. It also covers the filling out and handling of necessary paperwork. It also covers security for entrance and exit from the plant. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Tradesperson Assistant

Engineer Storeperson

Trolley Driver

Gatekeeper

- 4 Able to perform tasks at level 1, 2 and 3 if and when required. Covers tasks requiring the setting up, operating, routine maintenance and quality control of fixed and mobile machinery of a more complex nature than included at levels 2 and 3, and the responsibility for operating such equipment. Works under limited supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mixer Operator

Fork Lift Driver

Dryer Operator

Front End Loader Driver

5 A Production Operator with the following:

- Fully competent in Levels 1,2,3 and 4.
- Full working knowledge of all plant operations and equipment in own department (including Shift Testing).
- Knowledge of at least one other position in another department.
- Accepts responsibility for own work area and does not have to be closely supervised to perform proper operation, housekeeping or safety procedures.
- Supervises the work of lower level employees in conjunction with the Level 6 operator(s) and the STL (Shift Team Leader).
- Able to start up and shut down the plant competently.
- Ensure adherence to safety procedures.
- Basic computer skills – eg MK8, Excel.
- Communicates effectively with others to ensure all plant and process issues are known by the relevant people.
- Utilize the QMS system including initiation of CAR's.
- Demonstrates leadership through safety compliance, timekeeping and attendance and involvement in employee inductions.

Or

A Cornice plant operator who is competent to carry out all duties in the cornice plant plus be already trained and assessed as immediately available to take over for complete shifts as the level six senior operator in that plant without any further training.

Or

A Warehouse Operator with the following:

- Be able to competently perform Levels 1,2,3, & 4. Competently perform all warehouse activities including:

House Lot Make-Up;

Operate forklift;

Wrap and Strap;

Use of sweeper;

Wedging;

Load Planning;

Product Knowledge.

- Ensure compliance to safety procedures;
- Responsible for organising labour;
- Computer Skills, e.g. Stock Transfers Stock on Hand Purchasing Stock take data entry;
- Responsible for work area to perform proper operation, housekeeping and safety procedures without supervision;
- Directs the work of lower level employees in conjunction with the Level 6 Operator and Warehouse Manager.

Or

A Reclaim Operator with the following:

- Be able to competently perform Levels 1,2,3, & 4.
- Ensure all reject board and HFI (Hold for Further Inspection) is inspected and either reclaimed, cut for billets or disposed of in accordance with site safety and quality standards.
- Supervise reclaim crew and ensure all personnel work within the bounds of the QA (Quality Assurance) System.
- Fill-out necessary paperwork, i.e. Pink and Green Reclaim / Reject forms.
- Accountable for timesheets in reclaim area.
- Operate guillotine in a safe and productive manner.
- Ensure housekeeping in the reclaim area is maintained at a high standard.
- Assist production as required in areas such as receiving raw materials.
- Manage site billet requirement.

Or

Following the commissioning of the Glebe Island facility, Camellia will receive gypsum on a daily basis, with the trucks tipping directly into the dump hopper.

As a result of this change, the site will have 1 day work FEL Driver who will:

- Be able to competently perform Levels 1,2,3, & 4.
- Report to the Dayshift STL.
- Liaise with the Plaster mill to ensure gypsum supply to the mill is not interrupted.
- Fill-out necessary paperwork, i.e. gypsum receipts, recycler throughput etc.
- Accountable for gypsum delivery dockets and enter receipts into MK8.
- Operate recycler in a safe and productive manner.

- Ensure housekeeping in the gypsum receival area, stockpile area, recycler area and plaster mill is maintained at a high standard.
- Assist production as required in areas such as receiving raw materials.

6 This level is equivalent to the Tradesperson's level and requires a full trades certificate or its equivalent, including Tradespersons Rights Certificate. Tasks at this level cover installation, maintenance, correct functioning of all mechanical and associated equipment used in the operation and includes a machinist and fitter. Quality control includes that of all plant, machinery, equipment and product. Works under minimum supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mechanical Tradesperson

Or

A Production Operator with the following:

- Fully competent in Levels 1,2,3,4 and 5.
- Full working knowledge of all plant operations and equipment in own department.
- Working knowledge of plant operation in another department.
- Accepts full responsibility for the plant in which the operator is working in the absence of a STL.
- Assists in developing safety policy and procedures in conjunction with others.
- Intermediate computer skills eg MK8, Timesheets etc
- Demonstrated leadership ability including dispute resolution.
- Assisting in raw material and finished goods stocktakes.
- Assists in developing training plans in conjunction with STL's
- Ensures process is run in the most effective and efficient manner possible
- Regularly communicates and feedbacks information to STL's and others on shift to enhance plant performance.
- Assists in, and prepares for shift handover meetings.
- Can initiate RFC's (Request for change) to make process changes.
- Demonstrates leadership through safety compliance, timekeeping and attendance and involvement in employee inductions.

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

A Calciner when operating the mill whilst both the Board Plant and Cornice Plant are unmanned will be paid for those shifts at level 6 rates. In the event that more than 1 Calciner is on site, the higher rate will be paid to 1 (one) of the Calciners.

A Warehouse Operator with the following:

- Be able to competently perform Levels 1, 2, 3, 4 & 5.
- Have full working knowledge of all Distribution operations and equipment.
- Knowledge of all Order Office functions including the ability to back up staff when required.
- Accepts full responsibility for the warehouse in the absence of the Warehouse Team Leader.
- Assists in developing and ensures adherence to Safety Policy and Procedures in conjunction with others.
- Intermediate computer skills e.g.
 - Sales Order Entry
 - Maintain Deliveries
 - Receipt goods
 - Time Sheets
- Run stock take in conjunction with Order Office Staff.
- Responsible for productivity levels.
- Demonstrate leadership, decision making and dispute resolution skills.

7 Able to perform tasks at level 6 if and when required.

This level is equivalent to the electrical tradesperson's level and requires a full electrical trades certificate or its equivalent, employees are not to remain employed at this grade for longer than six months. Tasks at this level cover installation, maintenance, correct functioning of all electrical and associated equipment used in the operation. Quality control includes that of all plant, machinery, equipment and product. Works under limited supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Electrical Tradesperson

Or

Mechanical tradesperson special class. Employees at this level require skills to fault find and diagnose problems of specialised equipment. A post trade certificate or equivalent experience is required for the specialities at this level. Works under minimum supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Mechanical Tradesperson Special Class

Additionally employees classified at this level:

- Provide leadership in the use of personal protective equipment; timekeeping; safe work practices; apprentice training; support and direction of contractors working on the Camellia site.
- Record all jobs by:
 - Generated work order.

Work request.

Breakdown.

Capital works.

- Job feedback:

All work carried out, parts used, time taken, additional help received and follow up work required is to be filled in on all work sheets.

- Computer management Systems:

Work orders are to be closed off or post entered into the MEX system (Computer maintenance database) is to be used for accessing history or spare parts.

Training to be provided where necessary.

- Inductions: Involvement in the induction of Contractors.

- Understand and apply relevant aspects of the TRACC effective maintenance module. Support increasing maturity levels of preventative maintenance resulting from this initiative with the goal of increasing plant reliability, throughput , quality and safety.

- Train operators in basic equipment care practices i.e. regular inspections using:- look, listen and feel. Training is to be of a structured nature with suitable documented standard safe work practices.

- Able to competently operate one area of the production plant for the purposes of:-

a) testing and commissioning of equipment after routine maintenance if no operators are available for this purpose

- 8 Able to perform tasks at levels 6 and 7 if and when required. This level is equivalent to the electrical tradesperson special class level and requires a post trades certificate or equivalent experience. Tasks at this level cover installation, maintenance, and correct functioning and fault finding of all electrical and associated equipment used in the operation as well as associated tasks and quality control including that of all plant, machinery, equipment and product. Works under minimum supervision. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Electrical Tradesperson Special Class

- 9 Able to perform tasks at levels 7 and 8 if and when required. Employees at this level require skills to work with electronic equipment as well as the fault finding and repairing of such equipment. A certificate in industrial electronics is a requirement of this level. Without limiting the definition, examples of tasks at this level include, but are not necessarily restricted to, those currently performed by:

Electrician - Electronics and Instrumentation

(b) An employee will only be classified and paid at a higher level of skill if the Company has a vacancy at that level in accordance with the requirements of the Company in limiting the number of employees in each skill level. However, once the employee has attained the necessary skills and has been accredited and re-classified to a higher level, the employee will be paid the rate for that classification regardless of the actual task carried out in that Plant.

- (c) Sub-Clause (b) above will not apply in the case where an employee is transferred to a lower skill level at the employee's own request for whatever reason.
- (d) The rates specified in Tables 1 & 2 - Wages, of Part B Monetary Rates, include allowances for dirty conditions associated with the work, Disability Allowance, and Tool Allowance.
- (e) As agreed all Warehouse and Production Leading Hands rates and Foremen's rates are now included in the rates for the Levels. In the maintenance area, a foremen's and leading hand's rate will be retained in recognition of the supervisory requirements of the position when there are no staff on site. Accordingly, a Maintenance Foreman will receive a loading of 12 % and a maintenance leading hand will receive a loading of 6%.
- (f) An Electrician required by the Company to utilise an Electrical Contractors Licence will be paid an amount per week as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates for all purposes of the Agreement in addition to the weekly rate. The annual costs of all licence renewals will be met by the Company.

(g)

(i) When an employee has not made a wages sacrifice election in accordance with clause 40, the weekly ordinary time rates of pay as set out in Table 1 – Wages, of Part B – Monetary Rates, will apply in recognition of further additional efficiencies and productivity improvements as provided for in clause 10 of this Agreement.

(ii) When an employee has made a wages sacrifice election in accordance with clause 40, the weekly ordinary time rates of pay as set out in Table 2 – Wages, of Part B – Monetary Rates, will apply in recognition of further additional efficiencies and productivity improvements as provided for in clause 10 of this Agreement except when:

- (A) overtime is worked in which case the relevant weekly ordinary time rate of pay in Part B Table 1 shall apply but only for the purposes of calculating the payment for overtime; or
- (B) calculating shift allowances arising from clause 7 (f) or 8, in which case the relevant weekly ordinary time rate of pay in Part B Table 1 shall apply but only for the purposes of calculating the said shift allowances.”

(h) Relief Production Shift Team Leader and Leading Hand

From time to time, the needs of the business may lead to the opportunity for a selected employee to be invited, by mutual agreement, to carry out the duties of the Shift Team Leader or foreman. On such occasions, the employee will be paid an allowance of 10 % of the employee's current rate whilst operating as a Shift Team Leader.

Similarly from time to time the lack of other suitable supervision may lead to the opportunity for a selected employee to be invited, by mutual agreement , to carry out the duties of leading hand amongst a workgroup. This clause is not intended to operate as an alternative to employees receiving the appropriate higher duties rate as per clause no. 21(e), although no employee will receive both higher duties and a leading hand allowance.

On such occasions, the employee will be paid an allowance of 5 % of the employee's current rate whilst operating as a leading hand. The appointment and removal of individuals to such roles is based on the needs of the business at management's discretion based on the task at hand and not for the entire length of employment thereafter.

- (i) Apprenticeship rates of pay:
- | | |
|----------|--|
| 1st year | 42 per cent of appropriate classification. |
| 2nd year | 55 per cent of appropriate classification. |
| 3rd year | 75 per cent of appropriate classification. |
| 4th year | 88 per cent of appropriate classification |

7. Hours

- (a) The weekly total of ordinary hours will average 38 per week.
- (b) These are to be worked by employees accumulating credit for one rostered day off (RDO) in each 20 day work cycle, (8 hours being worked on each of the first 19 days) and the RDO being taken by an agreed roster which accords with the needs of the operation. This paragraph does not apply to Continuous Shift Workers.
- (c) The Company may substitute the day(s) an employee is to be rostered off duty for other time in the case of a break-down in machinery or failure or shortage of electric power or to meet the requirements of the business. If this occurs the Company and the employee will agree on a substitute rostered day off.
- (d) With mutual agreement between the Company and employee, persons may substitute the days they are rostered off duty for other days.
- (e) Day Workers -
The ordinary hours are to be worked Monday to Friday inclusive between the hours of 6.00am and 6.00pm or as otherwise mutually agreed.
Wash up time will be allowed prior to the end of a shift only on a needs basis to a maximum eight minutes. Wash up time must be spent washing up, and must not be taken as early completion of shift.
- (f) Shift Workers - General Provisions
- (i) All shifts shall be worked by employees in rotation except where otherwise agreed between the Company and a majority of employees affected (eg, see Sub-Clause (v)).
- (ii) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.
- (iii) Unless by mutual agreement, forty-eight hours notice shall be given to an individual employee when required to change place on a shift roster or seven days notice to change from day work to shift work or vice versa, and in the absence of such notice, overtime rates shall be paid for the unexpired portion of such forty-eight hours.
- (iv) The starting and finishing times and rosters which apply to all employees and the company shall not (unless by agreement of a majority of employees affected and the company) be changed without the giving of seven (7) days notice. The times agreed will be consistent across the Camellia site, with Cornice and Board plant operating common shifts.

(v) Shift start times will be 6:00am, 2:00pm, and 10:00pm unless varied in accordance with clause 7 (f) (iv) above.

(vi) Where, in accordance with paragraph (i) of this sub-clause arrangements have been agreed by the Company and employee for the working of permanent shifts, the following penalties shall apply:

Permanent Afternoon Shift	17.5%
Permanent Night Shift	30%

These penalties are in substitution for and not cumulative upon any other penalty payable for the working of shift work.

(g) Non-Continuous Shift Workers

- (i) The ordinary working hours of the employees on a two-shift system shall not exceed an average of thirty-eight hours per week and shall be worked Monday to Friday inclusive.
- (ii) The ordinary working hours of employees on a three-shift system shall not exceed eight hours per day.
- (iii) Shift workers shall be paid for work performed on a Friday night-shift as defined, at a minimum of time and a half for the entire shift. Such extra rate shall be in substitution for and not cumulative upon the shift work allowance prescribed in Clause 8, Shift Work Allowance, and Sub-Clause (f) paragraph (v) of this Clause.

(h) Continuous Shift Workers

- (i) Continuous work means any work carried on with consecutive shifts of employees through the twenty four hours of at least six consecutive days without interruption, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the Company.
- (ii) The ordinary hours of such shift shall not exceed twelve on any day without the payment of overtime, subject to a maximum shift length of 16 hours including overtime. It is not the intention of this clause to allow for the rostering of shifts of longer than 12 hours. Employees may only be requested to work shifts of longer than 12 consecutive hours in an emergency. The company will use its best endeavours to minimise shifts longer than 12 hours duration. Hours exceeding twelve on any day may be worked subject to:

proper health monitoring procedures being introduced;
suitable roster arrangement being made; and
proper supervision being provided.

- (iii) Continuous Shift Workers may accumulate an RDO depending on the shift pattern worked. The weekly total of ordinary hours will average 38 per week over the shift pattern.

(i) Handover on the Job

It is of the utmost importance to ensure the continuous operation of equipment and machinery at required quality levels, it is therefore agreed that all outgoing and incoming shift operators will communicate together face to face on the status of the operation and will handover the equipment and machinery at their workstation.

The company would appreciate it if were possible outgoing team members would remain at their workstation for up to six minutes past the end of their shift to ensure a satisfactory 'hotseat' handover in the event their relief operator is running late. Employees who remain at their workstation for this purpose because the relieving employee is late will be paid at overtime rates for this period.

(j) All employees will "sign on and off" site by use of one of the three security swipe card readers located as follows; adjacent to the canteen, at the boomgate for the employee's carpark or at the western access gate to the site. The report generated from this system will form the record for generation of employee pays. Failure to sign on and off in this manner may lead to loss of any claim for payment covering that period of time unless the equipment is not working and STL has been asked to manually record and authorise the time worked.

Employees who are repeatedly late in arrival to work without good cause may be counselled in accordance with the site disciplinary policy (clause 22).

(k) Rostered Days Off

(a) An employee may elect, with the consent of the company, to take a rostered day off at any time with appropriate notice. (ie. Notice to be given at the commencement of the shift preceding the planned RDO).

(b) An employee may elect, with the consent of the company, to take rostered days off in part day amounts.

(c) An employee may elect, with the consent of the company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

(d) This subclause is subject to the company informing each union which is both party to the agreement and which has members employed at the enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

8. Shiftwork Allowances

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

(a) Non-Continuous Shift

Employees working shift work shall be paid the following shift work allowances as a loading on ordinary rates

- | | |
|---------------------|-------|
| (i) Afternoon Shift | 17.5% |
| (ii) Night Shift | 20% |

(b) Rotating Shift

Where an arrangement is in place for the working of a twelve-hour shift system, these shifts shall be known as Day Shift and Night Shift. Changeover times for the shifts shall be by agreement between the Company and the majority of the employees affected.

The following shift allowances will apply to twelve-hour shifts:

- | | | |
|------|-------------|-----|
| (i) | Day Shift | Nil |
| (ii) | Night Shift | 20% |

9. Overtime

- (a) Employees shall work a reasonable amount of overtime when required.
- (b) All time worked before the employees rostered starting time or after the employees rostered finishing time shall be paid for at the rate of time and one half for the first hour and double time thereafter.
- (c) For the purposes of calculating overtime, each day shall stand alone and all overtime worked in a pay period shall be paid for not later than the following pay day.
- (d) Rest Period after overtime: When overtime work is worked it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this Sub-Clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

It is the employee's responsibility to have the required break but if on the instructions of the company such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and 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.

The provisions of this Sub-Clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked.

(e) Crib Breaks

- (i) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
- (ii) Where the period of overtime is more than two hours, an employee before starting overtime after working ordinary hours, shall be allowed a meal break of twenty minutes provided that the

Company may vary this provision to meet the circumstances of the work in hand and provided further that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

(f) Call Back

- (i) An employee recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work. Where the employee has been paid for standing by in accordance with paragraph (ii) of this Sub-Clause, the employee shall be paid for a minimum of three (3) hours work at the overtime rate on each occasion the employee is recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours, as the case may be, if the job he was recalled to perform is completed within a shorter period. An employee may be requested to carry out more than one repair whilst he is in attendance of a call out without the direct identification of all repairs prior to arriving on site.

This Sub-Clause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this Sub-Clause shall not be regarded as overtime for the purpose of Sub-Clause (d) of this Clause when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

An employee who is paid under this Clause shall not be entitled to receive any payment under Sub-Clause (ii) with respect to such time during which the employee has received payment under this Clause.

- (ii) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall, until released, be paid stand-by time at ordinary rates from the time from which the employee is so to hold himself/herself in readiness.
- (iii) When an employee is called back to work within the 10 hour break, a new 10 hours continuous break will be applied without penalty from the time the call out work is completed. If the employee is recalled after he has completed a continuous 10 hour break, his normal starting time will apply. An employee who attends a call out within 2 hours of the normal starting time will be expected to remain at work to continue his normal day.
- (iv) Time in lieu for Maintenance weekend callouts

To assist maintenance employees in maximising time available to spend with their families, whilst production is operating with a continuous shift pattern, Maintenance callouts between 6pm Friday and 6am Saturday, 6pm Saturday and 6am Sunday, and in the period 6pm to 6am leading up to a public holiday, will be compensated with the additional condition of time in lieu for the time spent at the Camellia site working on the callout, plus one hour.

i.e.: If the Tradesman is on site for 3 hours, they will be entitled to 4 hours time in lieu (against ordinary time hours).

This time can be banked up to a maximum of 8 hours, and must be taken at a time mutually agreed with the employee's manager.

It is agreed that maintenance employees will not be replaced with temporary or other labour whilst taking such leave, unless the company requires.

10. A Change in Time

Employees working on a shift at the time of the introduction or deletion of a change in time will be paid for that shift as if there had been no change to the number of regular ordinary hours worked if a change in time had not occurred.

11. Training - Efficiency – Productivity

- (a) In order to continue increased efficiency, productivity and international competitiveness of industry, an ongoing commitment to training and skill development will be adhered to in order to:
 - (i) further develop a more highly skilled and flexible workforce and so provide for continuous improvement of performance;
 - (ii) further provide employees with career opportunities through appropriate training to acquire additional skills; and
 - (iii) continue to remove barriers to the utilisation of skills acquired.
- (b) Key performance indicators will be monitored to allow measurement of the progress of the enterprise and where necessary corrective action taken.
- (c) The Company will develop two documented six monthly training programs per year (January to June and July to December) consistent with the current and future skill needs of the enterprise. The consultative committee will regularly review these training programs to ensure that no employee is unreasonably overlooked for advancement opportunities in accordance with their ability and desire to progress. Employees will generally be expected to undertake training as required in order to meet these needs.

The company will endeavour to respect the wishes of employees who do not wish to progress beyond the basic multi-skilled grade (level 4) as a result of personal reasons, and the consultative committee will endeavour to resolve any barriers or other issues perceived by these employees.

- (i) The cost of approved training on the job, or off the job during ordinary working hours, will be borne by the Company and employees undertaking training will continue to be paid at their classification level of skill. Any overtime period required by the Company as part of this training will be paid at the rate set out in Clause 9 of this Agreement.
- (ii) Where employees undertake approved prescribed courses outside working hours, the cost of standard fees, prescribed text books and travel costs in excess of those incurred to and from work, will be reimbursed by the Company on satisfactory completion of the course and after production of evidence of the expenditure.
- (iii) Where an employee is required to hold either a Class 1A or 1B licence pursuant to the provisions of the *Security Industry Act, 1997*, such employee shall have the cost of such licence reimbursed by the Company on completion of each twelve months' service on production by the employee of the original receipt issued by the New South Wales Police Department.

- (d) In order to assist the productivity of the enterprise restrictive provisions will be reviewed on an ongoing basis.
- (e) No employee will be required to undertake any task for which that employee has not been trained and is not competent to perform.
- (f) During the life of this agreement the parties will seek to implement a system of nationally accredited skill recognition which will acknowledge the transferable skills obtained in the workplace by employees as they move through the various classification levels on site. This training should ultimately enable employees with the ability and desire to access qualifications such as certificate III in Mineral Processing Industries or certificate III in Warehousing and Transport.

12. Holidays

- (a) The following days shall be observed and paid as holidays each year:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, together with all other days proclaimed as public holidays for the State and the picnic day which shall be held on the first Monday in August each year.

As a means of ensuring customer requirements are met, the options available to employees for working on designated holidays (as specified above) are:

Paid time and one half for 8 hours only plus a day in lieu.

Paid double time and one half

Day off work paid as ordinary time

When a public holiday or holidays (with the exception of Easter Saturday) fall on a weekend such holidays shall be observed on the next weekday or days if the government gazette has declared such an alternative day or days. In such a case the public holiday will only be paid/recognised once per year unless the government has proclaimed an **additional** public holiday in which case both the day the public holiday falls on and the additional day will be observed as public holidays.

By request of an individual employee and mutual agreement by the employer, the day recognised as a particular public holiday may be moved up to seven calendar days forward or backwards in that employee's roster (provided the time allowed as that public holiday is paid only once per year).

All holidays under this Agreement falling on the usual working day shall be counted as time worked and shall be paid for as such.

- (b) In the event of an employee's rostered day(s) off duty, pursuant to Clause 7 - Hours, falling on public holiday(s) the Company and the employee shall agree to alternative day(s) off duty in the week preceding or following the said week as a substitution. In the absence of agreement the substituted day shall be determined by the Company.

- (c) Where a holiday occurs on the rostered day off of a continuous shift worker, other than a rostered day given pursuant to the provisions of Clause 7 - Hours and:
 - (i) such employee is not required to work on that day, the Company shall pay such employee ordinary pay in respect of such day;
 - (ii) such employee is required to work on that day the Company shall pay such employee double time and one half for all time so worked (with a minimum payment of four hours).
- (d) Where the employment of a continuous shift worker has been terminated and such employee thereby becomes entitled under Section 4 of the *Annual Holidays Act, 1944*, to payment in lieu of an annual holiday, with respect to the period of employment, the employee shall be entitled also to an additional payment for each day accrued under this Clause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with Sub-Clause (c) of this Clause.

13. Saturday, Sunday or Holiday Work

- (a) Sunday or Holiday Work (non-Continuous Shift Worker): All time worked on Sundays shall be paid for at the rate of double time and on holidays shall be paid for at the rate of double time and one half, provided that time worked by a shift worker between the usual starting time of a shift and midnight on any Sunday or Holiday shall not be deemed to be time worked on a Sunday or a holiday.
- (b) Saturday and Sunday work during Ordinary Hours (Continuous Shift Workers). Employees required to work their ordinary hours on a Saturday, Sunday or a holiday shall be paid for time so worked at the following rates:

Saturday work	time and one half
Sunday work	double time
Holiday work	double time and one half
- (c) The allowance prescribed in this Clause shall be in substitution for and not cumulative upon the shift work allowance prescribed in Clause 8 - Shift Work Allowances, and Clause 7 (f)(v) of this Agreement. For the purpose of this Clause the rates prescribed shall apply in respect of ordinary hours worked only; provided further that where the major portion of a shift is worked on a Sunday or a holiday, as the case may be, it shall be paid for as such.

14. Meals

- (a) Day workers will be allowed an unpaid meal break of not less than 30 minutes nor more than 1 hour no later than 5 hours after the commencement of work. Employees shall take breaks in relays when requested so as not to disrupt continuity of operation.
- (b) Except as provided in Sub-Clause (c), overtime rates shall be paid for all work done during meal times and thereafter until a meal break is allowed.
- (c) Subject to the provisions of Sub-Clause (a) an employee shall work during meal breaks at the ordinary rates prescribed in this Agreement whenever instructed to do so for the purpose of making good

breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

- (d) Any employee called upon to work during the ordinary meal break in case of emergency shall be allowed a meal break immediately a relief is available.
- (e) In the event of any employee being allowed a period of less than thirty minutes for the purpose of having a meal no deduction shall be made for time so spent by the employee in having a meal.
- (f) Shift workers shall be allowed for each shift a crib break of twenty minutes which shall be counted as time worked. If requested by the Company, employees will take their cribs in relays so as to avoid stoppage of work.
- (g) The 12-hour shift workers will receive two 20-minute crib breaks in each 12-hour shift to be taken so as not to affect the continuity of the manufacturing process. The crib break shall be counted as time worked; provided that the employees shall work amongst themselves to take their crib in relays to avoid any stoppage of work or unreasonable delay in breaks.
- (h) At the request of the Shift Manager or Senior Operator an employee will delay their crib break in order to maintain productivity. However any employee who is requested to work in excess of five (5) hours without provision of a meal break, shall be paid overtime rates until such break is available. Operators who have not been relieved for a meal break after 4 hours are to ensure their Shift Manager or Senior Operator is made aware of this fact.

In any event no employee is to work longer than seven (7) hours in total without a meal break.

15. Meal Allowance

An employee required to work overtime in excess of one hour on any day shall be paid an amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for the first meal and if required to work four hours or more overtime shall be paid a further amount as set out in Item 2 for the subsequent meal and a further amount as set out in Item 2 for each additional four hours of overtime worked.

16. Protective Clothing

- (a) Where necessary employees will be supplied by the Company with respirators.
- (b) Employees required to work in wet conditions will be provided with suitable rainproof covering and gum boots.
- (c) The Company will supply each employee with two pairs of trousers and shirts or two pairs of overalls per annum, one jacket every 2 years or, in the case of maintenance employees when unserviceable, and safety footwear as required. In the case of new employees, the initial annual issue will be four pairs of trousers and shirts or four pairs of overalls.
- (d) Laundering of such clothing as may reasonably be required will be undertaken by the employee who will be paid the sum as set out in Item 3 of Table 2 –Other Rates and Allowances, of Part B, Monetary Rates, per week as a laundry allowance.

- (e) An employee will take all reasonable care of clothing supplied, and such clothing will remain the property of the Company and will be returned to the Company on termination of employment, and if not returned then the Company will be entitled to deduct from any monies due to the employee the replacement value of the clothing not returned after allowing for fair wear and tear. The employee will be liable for wilful damage to or loss of such clothing.
- (f) If the employee wilfully damages or fails to return such clothing supplied, the Company may recover from the employee concerned the value of such clothing so damaged or not so returned at a reasonable price allowing for fair wear and tear, or may deduct such price from any monies payable to such employee.
- (g) Protective clothing supplied pursuant to this Clause will remain the property of the Company.

17. Personal Carer's Leave

- (a) Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 19, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

- (d) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1) “relative” means a person related by blood, marriage or affinity;
 - 2) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3) “household” means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.

(c) Use of Annual Leave

- (i) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) Use of Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (ii) 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.

- (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the agreement.
- (e) Use of Make-Up Time
- (i) An employee may elect, with the consent of the employer, to work “make-up time”, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work “make-up time” (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (f) Use of Rostered Days Off
- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (iv) This subclause is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

18. Annual Leave

- (a) Employees will be entitled to holidays in accordance with the *Annual Holidays Act 1944*. The period of leave shall be inclusive of rostered time.
- (b) Payment for the period of annual leave taken by employees shall be at the ordinary weekly rate plus 22.5%.
- (c) Where the employment of an employee is terminated and thereby becomes entitled to payment in lieu of an annual holiday, the employee shall be entitled to payment on a pro-rata basis to that prescribed in Sub-Clause (b).

(d) Continuous Shift Workers

In addition to the annual holiday prescribed in Sub-Clause (a) of this Clause, a continuous shift worker shall be entitled to a choice of the following in recognition of the working of continuous shifts:

- (i) An additional 40 hours annual leave credited to the Employees annual leave balance; or,
 - (ii) Thirty eight hours pay.
 - (iii) Payment for each hour in accordance with (i) and (ii) above will be made at one thirty eighth of the weekly rate plus 22.5%.
 - (iv) Payment in accordance with (i) and (ii) above will be made in the first pay period in December each year.
 - (v) Employees who have an entitlement under this Sub-Clause who have less than one year's continuous service as a continuous shift worker will receive that entitlement on a pro-rata basis.
- (e) Annual leave will be taken into consideration when calculating service in relation to determining rostered time off entitlements.

19. Sick Leave

- (a) An employee with not less than three month's continuous service who does not attend for duty by reason of personal ill-health or accident will be allowed payment at the ordinary rates applying to their particular classification level as set out in Clause 6, for the actual time of such non-attendance.
- (b) Employees are expected where practical to endeavour to notify their **Team Leader** or his/her one up manager of an intended absence around one hour prior to commencement of normal rostered shift; this notice shall include the employees understanding of the nature of the illness or incapacity and the estimated duration of the absence. With the widespread use of mobile phones this type of notification is expected to be practical in the vast majority of occasions. Employees who repeatedly fail to notify of their absence in accordance with this paragraph will be subject to disciplinary action in accordance with clause 22 of this agreement.

Where practicable the team leader will endeavour to notify the senior operator within 30 minutes of becoming aware of this impending absence. The senior operator will then take steps to ensure the absence is filled.

- (c) An employee, if required, shall provide a medical certificate or other evidence, satisfactory to the Company, of inability to attend work. Provided that for two single day absences in any employment anniversary year no such evidence will be required; after this grace period failure to provide a medical certificate may result at the company's discretion to loss of payment for that day regardless of whether the employee has accrued sick leave entitlements.
- (d) Employees shall be entitled to payment for up to eighty (80) hours per year (on the basis of 8 hours for each day a shift worker would have been on shift or, in the case of day workers, either on shift on daywork). This **annual** sick leave entitlement is based on 8 hours for ten standard eight hour days per

year and will not need to increase upon the change by mutual agreement to working hours on a lesser number of longer days per week where the average hours of attendance required is still 38 per week.

- (e) Sick leave allowable under this Clause may accumulate, subject to continuous employment, from year to year and may be claimed upon as the occasion warrants.
- (g) Where an employee is ill or incapacitated, within the meaning of this Clause, on rostered days off or at other times when off duty other than for authorised absences, that employee shall not be entitled to sick pay for those occasions.
- (h) Employees who have exhausted their sick leave entitlement may be allowed to access either annual or long service leave as a form of payment for absence if they provide proof of genuine inability to attend work which is acceptable to the employer. One such form of suitable proof is to attend a medical practice nominated by the employer in the region where the employee lives.
- (i) As an alternative to accessing annual leave or long service leave employees who have exhausted their sick leave and have further genuine need to be absent from the workplace may elect with the employers agreement to make use of time in lieu or make up time as detailed in clause 17 “ Personal career’s leave”. Provided time is made up within one month of the employees return to work otherwise their pay will be docked for those number of hours not made up.
- (j) In the event that an employee becomes sick at work the company will if requested take steps to see the employee firstly receives suitable medical assessment and then if required they have access to a safe method of transport to their home.

20. First Aid Allowance

Where an employee is appointed by the Company to perform first aid duty, then such employee shall be paid an amount per day as set out in Item 4 of Table 2 -Other Rates and Allowances, of Part B, Monetary Rates, in addition to the ordinary rate of pay for 8 hour shifts.

21. Payment of Wages

- (a) All wages, overtime and allowances shall be paid by way of Electronic Funds Transfer with an annual payment as set out in Item 6 of table 2 - Other rates and Allowances of Part B, Monetary Rates to compensate for Government and bank charges. Such money to be payable in the first full pay period on or after the first day of July each year.

The meal allowance will also be paid by Electronic Funds Transfer each week separately to other payments if required and where possible.

Where a separate account is used for meal allowance payments, an annual payment as set by Item 6 in Table 2 will apply. An initial payment of \$70 will be made to assist in transition to the EFT system.

- (b) All Wages and Overtime Shall be Paid Weekly on Thursday and Shall be Made Up to and Including the Preceding Tuesday. (C)Waiting Time

- (i) If an employee does not receive any payment of the wages that he is entitled to by 5:00 pm on Pay day and the payment is not received because of an error or fault of the company and provided that the Company is notified immediately in writing, then the Company will pay the employee waiting time at the rate of \$150 for each full calendar day which elapses until the error is corrected. Waiting time will accrue from 5:00 pm on Pay Day or from when the company is notified of the error whichever is the latter.
- (ii) If the employee only receives part of the payment of the wages that he is entitled to receive by 5:00 pm on Pay Day and the payment is not received because of an error or fault of the Company and provided that the Company is notified immediately:
 - (a) If the error is for more than \$100 Gross, the company has one (1) working day (24 hours) from 5:00 pm on Pay Day to remedy the fault by paying the employee the amount owing to the employee otherwise waiting time will commence to accrue from 5:00 pm on the next working day after pay day or 24 hours from when the company has been notified, whichever is the latter, until the error in wages is paid by the company.
 - (b) If the error is for less than \$100 gross the company will remedy the problem as soon as practical and no waiting time is payable.
- (iii) For the purpose of this clause:
 - (a) An error of the company will not include an error made by the Bank, Financial or the EFT network;
 - (b) Pay Day is the day upon which the company is required to pay the employees their wages in accordance with the Agreement (currently Wednesday)
 - (c) Notification means that the affected employee must notify his supervisor or one manager up of the discrepancy as soon as possible on the Pay Day so that rectification can proceed. The Company is deemed to be notified only when one Team Leader or the Manager has been told of the problem by the affected employee, and the appropriate notification form has been signed and dated by the employee and manager.
 - (d) Wages means normal time earnings, overtime earnings and allowances.
 - (e) Higher duties

Any employee engaged by the company for 3 or more hours continuously in a day on duties carrying a higher rate than his or her regular classification, shall be paid the higher rate for all time worked that day at the higher level; if less than 3 hours, he or she shall be paid at the rate for their regular classification.

This clause is intended to cover acting in higher duties for the purposes of covering absence due to leave or training and shall not include time regularly worked for incidental purposes such as relieving for meal breaks etc.

22. Counselling and Disciplinary Procedure

- (a) Supervisors and Managers will counsel employees in regard to minor instances of unacceptable behaviour rather than allow them to go unchecked until disciplinary action is needed.
- (b) When disciplinary action is needed, the following procedure will be used:

- (i) As soon as a Supervisor becomes aware of a situation or circumstance possibly requiring disciplinary action, the Supervisor will notify their one up manager who will ensure that the Site Manager is promptly advised.
- (ii) The Site Manager will have the matter investigated as soon as practicable after receiving the advice.
- (iii) Should the Site Manager decide that disciplinary action is possible then the employee will be interviewed in the presence of the Union Delegate or a representative requested by the employee.
- (iv) The Site Manager will make the employee fully aware of the reasons when disciplinary action is proposed and will give the employee an opportunity to explain the behaviour.
- (v) If the Site Manager decides to take disciplinary action then the employee will be given a first warning in writing in the presence of the Union Delegate or the employee's representative. A copy of the warning will be placed on the employee's file.
- (vi) If further disciplinary action in respect to the same employee is taken by the Site Manager then a second and final warning will be given in writing in the presence of the Union Delegate or his/her representative and a copy placed on the employee's file.
- (vii) If further disciplinary action is needed in respect to the same employee then the employee may be formally terminated in the presence of the Union Delegate or the employee's representative.
- (viii) Written warnings held on employees' files will lapse and may not be used for further disciplinary action after a period of twelve (12) months.
- (ix) If the Site Manager decides that serious misconduct has occurred then a Union Organiser will be advised by telephone and given the opportunity to attend when disciplinary action is being advised to the employee. Such action may exclude the above procedure and include immediate suspension for a period of 24 hours to allow the Union Organiser time to review. However, the Company will in no way be prejudiced in any subsequent proceedings before the Commission or court as a result of having suspended rather than immediately summarily dismissing as provided in Clause 24 of this agreement.

If serious misconduct justifying summary dismissal has occurred, but the site manager decides there are mitigating factors such as a long previously unblemished record of service by that employee with the Company. Then the site manager may elect not to summarily dismiss the employee but instead to issue a 'first and final warning' for serious misconduct. Such considerations are based on the merits of the specific case at hand and are not to be taken as a precedent for any other case.

23. Introduction of Change

- (a) If the Company should make a definite decision to introduce major changes in production, program, organisation, structure, manning reductions, or technology which are likely to have a significant effect

on employees, then the matter will be brought to the attention of the Union/s together with all relevant information. All employees will be consulted on the changes.

- (b) Where roster requirements are required to increase production capacity to meet market changes, the Company will consult with the employees and the union on these changes.
- (c) Discussions will take place between the Union/s and the Management with a view to mitigating the effects of the changes on employees and to enable consideration of matters raised by employees.
- (d) During the currency of this Agreement, should major changes in work practices/rosters provide substantial benefits, then consideration will be given to the conditions surrounding the change.

24. Conditions of Employment

- (a) In order to terminate the employment of an employee the Company must give to the employee the following notice:

Employees Period of Continuous Service with the Employer

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

- (b) In addition to the notice in (a), employees over 45 years of age at the time of giving of the notice with not less than 2 years service are entitled to an additional weeks notice.
- (c) Payment in lieu of the notice prescribed in (a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice and specified and part payment in lieu thereof.
- (d) The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the Company has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice less than one week not given.
- (e) Provided that the Company may dismiss any employee at any time for misconduct or wilful disobedience and shall be liable to payment up to the time of dismissal only.
- (f) On the termination of the employment, the Company shall, at the request of the employee, give the employee a statement signed by the Company, stating the class of work on which the employee was employed, the period of employment and when the employment was terminated.
- (g) Notwithstanding anything contained in this Agreement the Company may deduct payment for any day or portion thereof upon which the employee cannot be usefully employed because of the shortage of or

failure in supplies of materials, including fuel and power, for which the Company cannot reasonably be held responsible but such employee shall, in each case, be entitled to terminate employment by giving one day's notice.

Any such stand-down shall not affect an employee's continuity of service.

- (h) A new employee will serve a probationary period of three calendar months. In the first month of such period, termination of employment by the Company or the employee will be at day's notice given by either; for the remainder of the probationary period a weeks notice will be required from either side. An employee classified at level 1 of Clause 6 will normally be terminated if the employee has not demonstrated an ability to progress to at least level 2 within the first six weeks of the probationary period.
- (i) Notwithstanding the provisions of sub-clauses (a) and (d) of this Clause and Clause 25 - Redundancy, where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects such as the composition, operation or size of the Company's workforce, termination of employment of employees, restructuring and/or retraining and/or transfer of jobs, the Company shall give the affected employees and the relevant Union to which they belong three months notice of such change.
- (j) In the case of termination of employment of an employee, in addition to the entitlement due and payable under the *Annual Holidays Act 1944* and *Long Service Leave Act 1955* such employee shall be entitled to payment for that period of rostered time off to which he or she has become entitled. For the purpose of calculation this Sub-Clause shall refer to that period of leave which the employee would have become entitled to under the relevant Act at the date of termination had employment not terminated.
- (k)
 - (i) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
 - (ii) The Company may direct an employee to carry out duties and use such Company tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
 - (iii) Any direction issued by the Company pursuant to paragraphs (i) and (ii) shall be consistent with the Company's responsibility to provide a safe and healthy working environment.
- (l) Transfers

All site employees will be given the opportunity to apply for any vacant positions on the Camellia Manufacturing site or Lurnea site covered by this agreement, and will be considered on their merit alongside external candidates.

25. Redundancy

When an employee becomes redundant for any reason, the following scale of payments will be made and the following procedure will be adhered to:

- (a) Four (4) weeks pay in lieu of notice.
- (b) Three (3) weeks' pay per year of service to a maximum of sixty (60) weeks. Pro-rata for incomplete years. Payments are based on average wages but will not include overtime provisions.
- (c) Time off for job interviews will be given to employees, such time to be pre-arranged with the Company and at the discretion of the Company. The Company will not unreasonably withhold permission for time off but should a dispute occur, then the matter will be discussed between the Company and a representative of the employee.
- (d) If the employee requests, the Company may arrange for the employee to receive financial advice at the Company's expense, from an external consultant. The Company will not be responsible for any advice given by the consultant or any conduct of the consultant. The company will not be responsible for any monetary loss suffered by an employee as a consequence of acting on the advice of the consultant or his or her dealings with the consultant.
- (e) The Company will arrange for Centrelink (or other job placement provider agreed to between the Unions and the company) personnel to visit the site to interview those employees affected. In the event such personnel are unable to attend the site, affected employees will be given the appropriate time off without loss of pay to attend such interview.
- (f) Long Service Leave payments will be made to redundant employees on a pro rata basis applicable from the date the employee first commenced employment with the Company.
- (g) Four (4) weeks notice by the Company of intended redundancies.
- (h) All things being equal, those employees who are made redundant by the Company involuntarily, will be given preference of employment for any positions which may become available for a period of two (2) years with the proviso that they must be suitably qualified and competent to carry out the work. Such employees will provide current addresses and telephone details to the Company during such period.

26. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to 3 days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in sub-clause 17 (a) (iii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (e) Bereavement leave may be taken in conjunction with leave available under sub-clauses (b), (c), (d), (e) and (f) of Clause 17. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (f) Depending on individual circumstances and with prior approval of the employer, the period of bereavement leave may be extended.

27. Jury Service

An employee required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the Company proof of attendance and the amount received in respect of such jury service.

28. Drug and Alcohol Policy

The Company's sites are to be free from the consumption and effects of alcohol, or other mood altering substances.

When the senior supervisor on site in consultation with a safety committee or other shop floor representative feels a particular employee's health is affected to a point where they are unable to commence or continue to carry out their normal duties efficiently, or that they are considered a danger to themselves or other employees; then the Manufacturing Manager or another senior manager will be notified.

If the senior manager is in agreement with the Supervisor's assessment of the situation then arrangements will be made to have that person removed from site and taken home so that they are isolated from danger to themselves and others. Should the employee object to being asked to leave site they have the right to request a medical examination at a nearby medical centre to establish the cause of their impairment. Subsequently the senior manager will discuss the circumstances with the employee concerned prior to them recommencing work on their next shift, a file note of those discussions will be placed on the employees employment record .

Upon a re-occurrence of the above circumstances the person concerned will be requested to attend a medical practice to establish the reason for the deterioration in their fitness for duty. Where it has not been established that this is the result of a bona-fide medical condition the employee will be counselled including referral to the Company's "Employee Assistance Provider".

If the above procedures fail to prevent further re-occurrence of the situation then in addition to steps to protect the safety of the employee concerned and their fellow workers at the time, the issue will be dealt with in accordance with the company's normal disciplinary procedures and or the Company's formal drug and alcohol policy when available.

Employees found consuming illegal drugs or alcohol (outside of responsibly organised company functions) at work may be summarily dismissed for misconduct in accordance with the provisions of clause 22 of the site enterprise agreement.

If at any stage of the processes outlined above in this clause the employee or the Company requests a medical report from a medical practitioner, the employee concerned consents to the company receiving a copy of the medical report and will authorise the medical practitioner to send a copy of the report to the Company.

The Company and the union each reserve the right during the life of the agreement to raise the need for additional measures including education and testing which may be applicable to the control of risks to employees safety at work associated with impaired performance due to drugs and alcohol.

29. Disputes Procedure (The Company and Employees)

The following procedure will be followed in connection with questions, disputes or difficulties concerning the interpretation, application or operation of this Agreement:

- (a) The employees concerned will discuss the matter with the immediate supervisor or, in the absence of the supervisor, the next available one up manager.
- (b) If the matter is not resolved within 3 days it will be brought to the attention of the Site Manager (or the manager's designate) who will discuss the matter further in an attempt to answer the question(s) to the satisfaction of the employees concerned.
- (c) If the matter is not resolved within a further 4 days it will be brought to the attention of the General Manager (or the manager's designate) who will discuss the matter further in an attempt to answer the question(s) to the satisfaction of the employees concerned.

If the matter has not been resolved at the conclusion of the discussions within a further 7 days the General Manager (or the manager's designate) who will provide a response in writing to the matter raised, including reasons for not implementing any proposed remedy.

- (d) If the matter remains unresolved it will be referred to the Industrial Relations Commission of New South Wales , or if this agreement is subject to Federal Industrial Legislation, the Australian Industrial Relations Commission. The Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission may exercise such powers as either the Industrial Relations Act 1996 or the Workplace relations Act 1996 authorises including but not limited to conciliation and , if necessary, arbitration. All parties agree to be bound by any decision of the Commission.
- (e) The employees may be represented by the Unions (parties to this Agreement) at each stage of the procedure.
- (f) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the Plant where there is no risk.
- (g) All employees and parties to this Agreement are to be made familiar with this disputes procedure and are to give an undertaking to observe it.

30. Grievance Procedure (Individual Employees)

The following procedure will be followed in respect to an individual employee for the settlement of any grievance which may arise over the Company's action that disadvantages any such employee and that relates:

- (i) to a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement; or
- (ii) to alleged discrimination in employment within the meaning of the *Anti-Discrimination Act* 1977.

- (a) The employee will notify (in writing or otherwise) the immediate supervisor (or, in the absence of the supervisor, the next available manager) the substance of the grievance, request a meeting with the supervisor (or aforementioned manager) for bilateral discussions, and state the remedy sought.
- (b) If the grievance is not settled within 3 days it will be brought to the attention of the Works Manager (or the manager's designate) who will hold further bilateral discussions in an attempt to settle it.
- (c) If the grievance is not settled within a further 4 days it will be brought to the attention of the General Manager (or that manager's designate) who will hold further bilateral discussions in an attempt to settle it.

If the matter has not been resolved at the conclusion of the discussions within a further 7 days the General Manager (or the manager's designate) will provide a response in writing to the matter raised, including reasons for not implementing any proposed remedy.

- (d) If the matter remains unresolved it will be referred to the Industrial Relations Commission of New South Wales, or if this agreement is subject to Federal Industrial Legislation, the Australian Industrial Relations Commission. The Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission may exercise such powers as either the Industrial Relations Act 1996 or the Workplace relations Act 1996 authorises including but not limited to conciliation and, if necessary, arbitration. All parties agree to be bound by any decision of the Commission.
- (e) The employee may be represented by the appropriate Union (party to this Agreement).
- (f) While the above procedures are being followed all work will continue normally. If there is a bona fide risk to the safety of the employee, that employee will be moved to another part of the Plant where there is no risk.
- (g) All employees and parties to this Agreement are to be made familiar with this grievance procedure and are to give an undertaking to observe it.

31. Theft of Tools

An employee who is a tradesperson and who supplied their own tools shall be reimbursed up to an amount as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, if those tools are stolen from the Company's premises provided that the employee has exercised due care in securing those tools.

32. State Wage Case Decisions

The rates of pay in Tables 1 and 2 of this agreement are in contemplation of any determination of the Industrial Relations Commission of New South Wales or Australian Industrial Relations Commission made in any State Wage Case or Federal Wage Case Decision occurring during the term of this agreement. As such, there shall be no wage increase to rates of pay contained in this agreement arising out of any such determination.

33. Union Notice Board

A Union delegate may place on the notice board any notice on Union business signed (or countersigned) by the delegate.

34. No Precedent

This enterprise agreement has been negotiated between the parties to meet the unique and specific circumstances of the Company's Camellia operations. It has no application beyond that operation and is recognised by the parties as being of no precedent value in any proceedings other than those relating to the Camellia operations.

35. No extra claims

Except in accordance with clause 3(c) of this agreement, all parties bound by this agreement agree they will not:

- a) By any means whatsoever, demand, pursue or make any extra claims relating to benefits, conditions, obligations or matters contained in this agreement.
- b) By any means whatsoever, demand, pursue or make any claims relating to benefits, conditions, obligations or matters that are not contained in this agreement
- c) Seek any changes to the employee's terms and conditions of employment.

36. Shop Stewards

- (a) An employee appointed shop steward in the shop or department in which the steward is employed shall, upon notification thereof to the Company, be recognised as the accredited representative of the Union to which the steward belongs. An accredited shop steward shall be allowed the necessary time during working hours to interview the appropriate manager of the Company, or the manager's representative, on matters affecting employees whom the steward represents.
- (b) Subject to the prior approval of the Company an accredited shop steward shall be allowed, at a place designated by the Company, a reasonable period of time during working hours, to interview a duly accredited Union official of the Union to which the steward belongs, on legitimate Union business.

37. Casuals

The Company will employ casuals on a needs basis.

It is not the Company's intention to replace long term permanent employees with casuals however it is recognised that short term peak (less than 6 months) requirements, replacement of labour on lengthy absence, etc. necessitate the need for casual employees.

In general, the Company will not:

Employ a specific person in a casual situation for longer than 6 months.

Employ more than 10% of the workforce in casual positions

Requests for periods greater than 6 months will be evaluated through consultation with the Consultative Committee, with 3 monthly reviews for casuals who have been employed for greater than 6 months.

Casual labour employed at the Enterprise will be paid at the rates as set out in Part B, Monetary Rates in addition to the standard industry premium for non permanent employees.

38. Key Performance Indicators

The company must continuously improve its performance relative to our other Australian plants and competitors in order to deliver employment security and ongoing sustainability of the Company's business. Internal and external benchmarking will be used as an indicator of desired improvements.

Initiatives to drive our performance toward Best Practice will flow from continuous improvement process outlined in the “productivity undertaking” included at clause 4b(5) of this agreement. Additionally management and the consultative committee will conduct ongoing review to identify further improvement opportunities.

Delivery of this continuous improvement will be quantified through the use of KPI’s to support delivered performance improvement. In return for delivered sustainable improvement, a proportional performance bonus will be paid at the 12th, 24th and 36th months of this agreement.

The KPI proportions and targets for each year ended February 28th will be:-

	Bonus Proportion	Current base	Target 2007	Target 2008	Target 2009
Hazards closed out Boardplant Cornice Wharehouse	0.2%	The current base and targets for 2007, 2008 and 2009 are shown on the copy of this Agreement filed with the application for its approval in the Industrial Relations Commission of New South Wales in matter IRC 1565 of 2006			
Waste Boardplant net waste Corniceplant net waste Wharehouse board HFI waste	0.2%				

Time efficiency Boardplant total downtime Corniceplant total downtime Distribution loading time	0.2%	The current base and targets for 2007, 2008 and 2009 are shown on the copy of this Agreement filed with the application for its approval in the Industrial Relations Commission of New South Wales in matter IRC 1565 of 2006			
Customer complaints Board (per 100,000M2) Cornice (per 1,000LM) Distribution(prorata 60/30 of above two lines)	0.2%				
Tracc maturity levels(average) 5s + Teamwork + VPM + SUTWR+ EMaint	0.2%				
Total Possible KPI %	1.0%				

All people who are employees covered by this agreement at the end of the year will be entitled to their share of the KPI’s due in proportion to their length of service in that year.

All site employees will be paid the same percentage KPI based on the average of all the above individual KPI’s regardless of what area of the site they worked in over the year.

The percentage achievement towards each KPI will be measured proportionally each year so that partial progress towards any individual KPI will be recognised and rewarded in that year.

39. Superannuation Benefits

The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act, 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of

Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

40. 'Wages Sacrifice' In Return For Increased Employer Funded Superannuation

- (a) This clause has been included in this agreement because it allows full time employees to elect to forgo part of:
- (i) their weekly ordinary time rate of pay; and/or
 - (ii) any annual bonus,
- for increased employer funded superannuation benefits by completing an election form available from Boral.
- (b) The parties acknowledge that if a full time employee makes the election referred to in clause:
- (i) 40 (a) (i), their weekly ordinary time rate of pay will be reduced (because the Company will be funding more superannuation for them) except when:
 - (A) calculating overtime in which case the relevant weekly ordinary time rate of pay applicable before they made their election shall apply but only for the purposes of calculating the said overtime; and
 - (B) calculating shift allowances arising from clause 7 (f) or 8, in which case the relevant weekly ordinary time rate of pay applicable before they made their election shall apply but only for the purposes of calculating the said allowances;
 - (C) calculating annual leave loading, in which case the relevant weekly ordinary time rate of pay before they made their election shall apply for the purposes of calculating the said allowances;
 - (D) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant weekly ordinary time rate of pay before they made their election shall apply for the purposes of calculating the payment those payment upon termination; or
 - (E) calculating an employee's minimum statutory Superannuation Guarantee contribution, in which case the relevant weekly ordinary time rate of pay before they made their election shall apply for the purposes of calculating the said contribution;and/or
 - (ii) 40 (a) (ii), their annual bonus will be reduced (because the Company will be funding more superannuation for them).
- (c) Whenever a full time employee has made an election referred to in clause 40 (a) the Company shall provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.
- (d) Having made an election in accordance with this clause an employee may cease or vary their election by completing a further election form to have prospective effect on and only on 1 January or 1 July each year. Despite this clause where any employee is, or would be likely to, suffer financial hardship if their wages sacrifice contributions continue then their election may be ceased or suspended by agreement with Boral at any time.

(e) Despite anything else in this clause:

- (i) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon Boral than those applicable at the commencement of the operation of this clause then Boral may cease the wages sacrifice contributions but only after:
 - (A) having issued a notice upon the employee of their intention to cease the wages sacrifice for the employee, including details of the reasons for the cessation; and
 - (B) 14 days has elapsed following the issuing of the notice.
- (ii) if an employee has made a wages sacrifice election in accordance with this clause and then enters a period of leave without pay the wages sacrifice election shall be suspended for the period of such leave; and
- (iii) during any period when an employee is injured or incapacitated and in receipt of workers' compensation payments, the Company will continue to provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions while the employee is still employed by the Company, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation.

(g) The company will at the request of an individual employee and by mutual agreement allow that employee to sacrifice a greater percentage of their earnings than is allowed under table 2 of this agreement.

However despite anything else in this clause an employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1936 (Cth).

41. Area, Incidence and Duration

This agreement rescinds and replaces the Boral Australian Gypsum Camellia Consent Enterprise (State) Award 2004 (serial C2757) and all variations thereof.

It shall apply to all classes of persons provided herein within the jurisdiction of the Plaster of Paris Conciliation Committee and shall include metal and electrical trades-persons.

The agreement shall take effect from the first full pay period to commence on or after 1 March 2006 and shall remain in force until 28 February 2009

Signed on behalf of Boral Australian Gypsum Limited:

Name:- Date:-
(Manufacturing Manager)

Signature:-

Name:- Date:-
(Distribution Manager)

Signature:-

Signed on behalf of the Australian Liquor Hospitality and Miscellaneous Workers Union , New South Wales Branch

Name:- Date:-
(Shop Steward)

Signature:-

Name:- Date:-
(State Secretary)

Signature:-

Signed on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Name:- Date:-
(Shop Steward)

Signature:-

Name:- Date:-
(State Secretary)

Signature :-

Signed on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Name:- Date:-
(Shop Steward)

Signature:-

Name:- Date :-
(State Secretary)

Signature:-

PART B (Confidential to the parties)

MONETARY RATES

Table 1 - Wage Rates (Pre sacrifice election)

Level	Effective FFPP 01/03/2006 4.0% \$	Effective FFPP 01/03/2007 4.0% \$	Effective FFPP 01/03/2008 4.0% \$
Level 1	The rates of pay for 2006, 2007 and 2008 are shown on the copy of this Agreement filed with the application for its approval in the Industrial Relations Commission of New South Wales in matter IRC 1565 of 2006.		
Level 2			
Level 3			
Level 4			
Level 5			
Level 6			
Level 7			
Level 8			
Level 9			

Additionally, a bonus payment will be paid on attainment of KPI's as follows:

01/03/2007 – Potential 1.0% of gross earnings in the period 01/03/2006 to 28/02/2007 pro rata on attainment of KPI's.

01/03/2008 – Potential 1.0% of gross earnings in the period 01/03/2007 to 28/02/2008 pro rata on attainment of KPI's.

01/03/2009 – Potential 1.0% of gross earnings in the period 01/03/2008 to 28/02/2009 pro rata on attainment of KPI's.

Table 2 – Wage Rates (post sacrifice election)

Effective FFPP 01/03/2006

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
1	The rates of pay for 2006, 2007 and 2008 are shown on the copy of this Agreement filed with the application for its approval in the Industrial Relations Commission of New South Wales in matter IRC 1565 of 2006.						
2							
3							
4							
5							
6							
7							
8							
9							

Effective FFPP 01/03/2007

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
1	The rates of pay for 2006, 2007 and 2008 are shown on the copy of this Agreement filed with the application for its approval in the Industrial Relations Commission of New South Wales in matter IRC 1565 of 2006.						
2							
3							
4							
5							
6							
7							
8							
9							

Effective FFPP 01/03/2008

Level	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
1	The rates of pay for 2006, 2007 and 2008 are shown on the copy of this Agreement filed with the application for its approval in the Industrial Relations Commission of New South Wales in matter IRC 1565 of 2006.						
2							
3							
4							
5							
6							
7							
8							
9							

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Eff. 01/03/06 \$	Amount Eff. 01/03/07 \$	Amount Eff. 01/03/08 \$
1	5(e)	Electrician utilising an Electrical Contractor's Licence	77.72 per week	80.83 per week	84.06 per week
2	14	Meal allowance	8.22	8.54	8.89
3	15(c)	Laundry allowance	6.31 per week	6.57 per week	6.83 per week
4	19	First-aid allowance per hour	0.52 per hour	0.54 per hour	0.56 per hour
5	20(a)	Annual payment compensating for government bank charges	37.54 per annum	39.05 per annum	40.61 per annum
6	28	Stolen tools reimbursement	Up to 477.53	Up to 496.63	Up to 516.49