

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/69

TITLE: Laminex (Australia) P/L Wagga Wagga Plant Enterprise Bargaining Agreement ETU 1997

I.R.C. NO: 98/6849

DATE APPROVED/COMMENCEMENT: Approved 20 January 1999 and commenced first pay period 30 September 1997

TERM: 30 September 2000

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees covered by the Electricians, & c. (State) Award at 101, Byrnes Road, Bomen NSW 2650

PARTIES: Laminex (Australia) Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch



Laminex (Australia) P/L - Enterprise Bargaining Agreement 1997 - ETU Wagga Wagga Plant

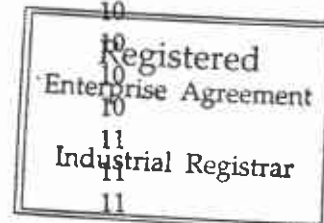
1. Title

This agreement shall be known as the Laminex (Australia) P/L - Wagga Wagga Plant Enterprise Bargaining Agreement - ETU 1997.

2. Arrangement

The arrangement of the Agreement is :

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3. Application and Parties Bound

This agreement shall apply at :

Laminex (Australia) P/L, Wagga Wagga Plant, located at 101 Byrnes Road, Bomen, NSW.

and shall be binding upon :

- ♦ Laminex (Australia) P/L
- ♦ The Electrical Trades Union of Australia, New South Wales Branch
- ♦ All employees of Laminex (Australia) P/L employed at the Wagga Wagga Plant and working in activities covered by those Awards listed in Clause 5.

4. Date of Operation

This agreement will operate from the first pay after September 30, 1997 and expire on September 30, 2000.

5. Relationship to Parent Award

This agreement is the result of negotiations for benefits and entitlements at the Wagga Wagga Plant. It is to be read in conjunction with the award listed in this clause. Where there are inconsistencies, this Agreement shall take precedent to the extent of those inconsistencies.

Where an issue is not covered or is unclear, reference will be made to the Award and a resolution sought that is consistent with the shared values and objectives of this agreement.

For the purpose of this Agreement the Award is the

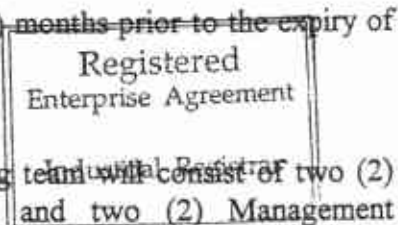
Electricians, & c (State) Award, 1991

6. Renewal of Agreement

Negotiations to review this Agreement will commence three (3) months prior to the expiry of this Agreement.

7. Negotiating Team

For the purposes of negotiating this Agreement the negotiating team will consist of two (2) Site Union Representatives nominated by the employees and two (2) Management Representatives. Both parties may request assistance from their Union or Corporate offices.



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8. Extra Claims

It is a term of this Agreement that the parties are bound not to pursue any extra claims prior to the expiry of this Agreement.

9. Current Custom and Practice

The parties agree that current custom and practice may be questioned by either party. The dispute resolution procedure will be followed in achieving a resolution to any practice in question. The outcome will be documented as per Clause 10.

10. Clarification of EBA Clauses

The parties agree that as this EBA is designed to be adaptable to business needs that clarification of clauses may be necessary. Once any issue has been clarified the two (2) most senior Union Representatives and the Plant Manager (or their nominee) must sign and date that Memorandum of Understanding.

11. Shared Values

The shared values are the foundations of this agreement that state the values all parties agree are the parameters within which our aims and actions should be guided.

Safety : Legislative requirements are to be used as minimum standard and each person is responsible for adopting a proactive approach to addressing safety issues and supporting safety initiatives which will lead to a safer working environment.

Business Performance : To ensure our ongoing viability, which is necessary to support the varied needs of all Laminex employees, we will work through initiatives and issues in a constructive manner to find satisfactory solutions that support or improve our overall site performance. Where changes are made to the business, through the consultative process, we will commit to minimise the impact upon our employees.

Communication and Consultation : All parties to this agreement commit to the establishment and maintenance of open, two way communications channels so that business plans are communicated and feedback is received. Key components of this process are the Enterprise Consultative Committee, Occupational Health & Safety Committee and the Training Committee.

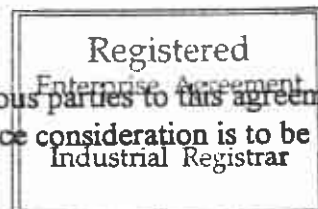
Workplace Improvement

All parties to this agreement give their commitment to the ongoing support for Equal Opportunity Employment, the provision of a harassment free workplace and our employee Assistance Program.

Other initiatives that may be of value and will be supported include Numeracy and Literacy training, Health and Life Style programs etc.

12. Objectives of the Agreement

The objectives of this agreement are a recognition by the various parties to this agreement that individual aims may exist and that by recognising their existence consideration is to be given to those stated objectives in developing the business plans.



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Laminex's objectives are :

Safety : Improve the plant safety level during the life of this agreement to equal that of Laminex's best performing plant.

Responsibility : Develop an environment where all employees are more willing to accept the responsibility associated with their roles particularly in the areas of safety, production output (quality and quantity), training, housekeeping and time keeping.

Flexibility : Improve flexibility within the plant so that unnecessary restrictions on production are removed and plant output can be adjusted to meet our customers requirements (orders).

Continuous Improvement : All employees are prepared to suggest and trial initiatives that may lead to improved business performance, thus adopting a continuous improvement mind set.

The Employee objectives are :

Team Autonomy : Work towards achieving more team autonomy in the way we organise and perform our roles.

Job Satisfaction : Ensure that all employees perform meaningful work which is valued and recognised by the business. In addition, every employee must be provided with the opportunity for improvement through training.

Employability : Ensure that all training and development increases the employability of individuals, both within the business and by external employers. This can be achieved by providing accredited or nationally-recognised training.

13. Group Leader

The Group Leader will be rotated through the work group and endorsed by the respective Manager. Group Leader will be required to perform the responsibilities detailed in their list of duties as agreed and recorded on their Responsibilities Statement (Appendix 2)

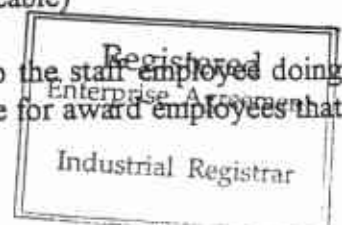
14. Acting Staff

The acting staff allowance will no longer be paid at the Plant. Under our training and development agreement, opportunities will still be available for employees to undertake staff roles and the payment offered will consist of the higher of the following options:

- a salary will be established and offered to the award employee
- or
- their current classification rate (plus shift loading if applicable)

The remaining conditions will be the same as those which apply to the staff employee doing the same role (ie. no overtime), however where overtime is available for award employees that person may do overtime if available (ie. Saturday maintenance).

Electricians EBA 1997



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15. Shift Changeovers

For the purpose of commencing and finishing day or shift work, the changeover time is to be on the hour. These changes take place in the maintenance workshop unless the circumstances require a change over at the job. Consistent with other flexibility offered within this agreement, Shift workers may vary the changeover time provided that a suitable hand over takes place and the oncoming and outgoing Electrician are in agreement.

16. Working Through Lunch

The parties commit to working through lunch without penalty if their work commitments require immediate attention. Examples of such circumstances are plant breakdown or a customer requiring service.

17. Flexibility of Working Hours/Shift Swaps

To allow the electrical department to manage work loads, schedules and personal needs as well as reducing overtime costs, the following conditions will control flexible working hours;

- an employee may elect, with the consent of the Electrical Supervisor, to take time off in lieu of payment of overtime at a time or times agreed with the supervisor.
- overtime taken as time off shall only be taken on a Monday to Friday shift and will be paid at the ordinary time rate, that is an hour for each hour worked.
- time off in lieu of payment must be taken in the week or the week following the overtime being worked and cannot be banked.
- an employee may elect, with the consent of the Electrical Supervisor, to work a late start and late finish (eg. 9.00am - 5.00pm) where maintenance needs or exceptional circumstances may require varied hours.
- late starts/finish days will be paid at the ordinary rate and will not incur shift penalties,
- where an employee makes the request for flexibility an 8 hour break should be observed, however when the request is made by the Company the Award provisions for breaks will apply.
- any flexible hours to be worked must be by prior arrangement and mutual agreement with the Electrical Supervisor.

Additional flexibility is available for full or part shift swaps providing there is no additional cost to the business. Employees must notify their Supervisor prior to any swap occurring.

Any agreements covered by this Clause are to be recorded on the appropriate Record Form.

18. Internal Advertising

Employment opportunities will be advertised internally (within Laminex Manufacturing Group) for a period of one (1) week and any selection for Award employees will involve an interview panel of two people (minimum), one (1) Management Representative and one (1) work group Representative.

19. Employee Transport

When an employee is offered overtime at short notice and this affects their ability to work the overtime, the Shift Supervisor will be able to authorise the ordering of a taxi at the company expense. When the overtime is in conjunction with a normal shift, the taxi trip will be one way, but where it is for extraordinary circumstances the taxi trip will be for two ways. The need for a taxi is to be raised when overtime is offered.

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20. Wage Rate Increases

Wage rate increases will be applied to the 100% Level in the Payment Matrix (Appendix 1) and the increases will occur on the first full pay period following the dates indicated. These increases have been offered in exchange for increased flexibility, a revised training framework and the commitment to our shared values and the recognition of each others objectives.

As the signing date of this EBA is after the date that the first increase is due, payment will be backdated to the first full pay period following September 30, 1997.

21. Union Dues

At the request of any employee the company will deduct the appropriate union dues and forward them to the nominated union.

22. Payment of Wages

The weekly pay period closes on Sunday at 11.00pm The wages shall be paid by EFT to an account nominated by the employee before the banks close of business on the following Tuesday. Where a public holiday occurs on the Monday the wages shall be paid on the Wednesday of that week before the banks close of business.

Payment for Annual Leave may be taken either in one payment in advance of leave or through the payroll on normal pay days.

It is acknowledged that Laminex is seeking further rationalisations to the pay process and that within one (1) year of the date of this agreement the ECC, via the consultative process will review the possibility of moving to fortnightly pay's. Laminex's aim is that we move to fortnightly pays as a step towards annualised wages and providing administrative efficiencies to the company.

The parties agree that a payment system which enables the annualising of wages is to be considered by the ECC, and may be implemented during the life of this agreement.

23. Superannuation

For the life of this Agreement the parties agree to retain the superannuation options listed:

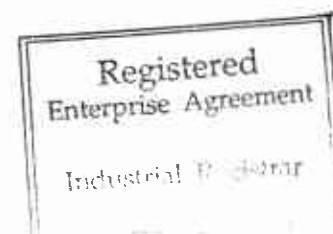
BTR Nylex Accumulation Fund
Timber Industry Superannuation Scheme
Superannuation Trust of Australia (option for existing STA members only)

The initial offer of the TISS fund will be open until March 30, 1998. After that time employees will have an option to change funds on an annual basis. The option to change can be exercised in November of each year.

24. Clothing

The basic entitlement for each employee is :

5 x long trousers or shorts* (female employees are entitled to industrial jeans or trousers)
5 x shirts (long sleeve or short*)
1 x boots or shoes



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(*where safety requirements dictate long trousers and long sleeve shirts no choice is available)

In addition the company will supply :

1 x jacket or wind cheater (all employees)

Maintenance employees may exchange clothing entitlement for overalls on the basis of one pair of overalls for one set of protective clothing (trouser and shirt). Where 'bib-n-brace' or 'action back' overalls are selected the exchange will be for a pair of trousers (Laminex shirts are to be worn with these overalls).

Replacement of clothing will be on a 'fair wear and tear' exchange basis. The exchange may not exceed the basic entitlement in any one year. Employees are responsible for the correct use and maintenance of all protective clothing issued.

To enable greater selection of footwear, the OH&S Committee will select four or five standard types of issue and make a recommendation to Management on a nominal price (based on retail price) for the footwear entitlement. Any employee may then select their issue from the standard list, or purchase a more expensive set (that meet Australian Safety Standards) with the company contributing the nominal price to the purchase.

25. Workers Compensation

Where a workers compensation claim has been accepted the company will pay that employee the difference between the compensation payable under the Act and weekly wages (base classification rate) that the employee would have been paid had they not been injured. When employees return to work they will receive their rostered shift loading in exchange for participating in the company's rehabilitation policy which is aimed at reintroducing the employee to the workplace as soon as is practicable.

An exception will be applied to employees on the continuous, seven day, twelve hour roster. These employees will be paid a 23% loading in addition to their base classification rate up to a maximum of 168 hours absence (based on a 42 hour week) and thereafter at the base classification rate.

The NSW's Workers Compensation Act currently covers the journey to and from work. In the event that this changes, Laminex will continue to observe the conditions as they existed at September 30, 1997 for the duration of this agreement.

26. Training Framework

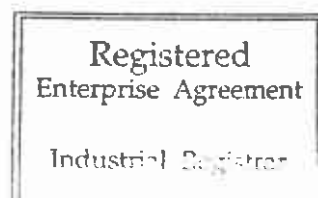
In recognition that the current training system needs to be improved and then fully implemented, a new training framework has been agreed and is to be incorporated into our 'way of working'. This framework is detailed in Appendix 3.

27. Provision of Training

Laminex will provide training to meet skill requirements within the Plant and for agreed career development. The criterion to be applied when selecting participants are :

- site requirements

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- work performance and capabilities of individual
- successful application of prior training by an individual
- reimbursement entitlements in accordance with "Memorandum of Understanding" - 05, Dated 24/3/1998.

Post Trade

Training considered post trade will be largely based on the National Modular System and primarily delivered through TAFE. In addition some in-house modules may be required before progression to a higher level. Any new trades person will be assessed against this Framework and paid at the appropriate classification level.

Vendor Supplied / Specialist

A range of Vendor Supplied training may occur as determined by the Maintenance Manager and the Human Resources Department.

Dual Trade

The company agrees to provide continued support for the two (2) Electrical Maintenance employees currently undertaking dual trade training. There is no further commitment to offer this training option to any other employees.

Note : Any individual who is unhappy with their training plan can address the matter with their Supervisor and if their concern is not adequately addressed, via the Dispute Resolution Procedure.

28. Payment for Training

Where possible, training is to be organised within normal day shift working hours (if external provider or off-site venue is used) or during normal shift hours (if internal skills training). As we are a shift work operation, it may not always be possible and the following payment conditions will apply:

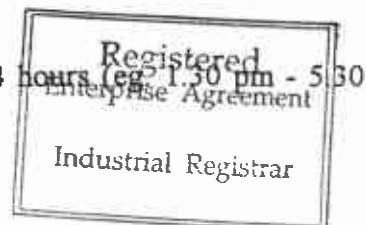
- if training is not during normal hours of work and the company has requested attendance, the employee will be paid their usual rate of pay, including roster entitlements.
- if the training is to occur during an employees time off, training will be paid at single time rates, however attendance is voluntary.
- if the training is for career development (ie. multi skilling or higher education), the conditions of that agreement must be satisfied and agreed in advance
- if on a public holiday or RDO, a choice between the appropriate penalty rates or a day in lieu.

Exceptions to the conditions above are :

Post Trade

Where training is in the evening and the employee is on days they are to complete 4 hours work (eg. 1.30pm - 5.30 pm) and then attend college and be paid for the normal shifts work (8 hours).

Where the employee is on afternoon shift they are to complete 4 hours (eg. 1.30 pm - 5.30 pm) and then attend college and be paid for their normal shift.



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In both cases, release is conditional upon adequate coverage being available.

Cover for afternoon shift is to be provided by a Day employee or Day Shift employee who will start late (11.00 am) and work until 11.00 pm.

For the Employee attending college and the person covering, no 10 hour break penalties are to apply, however by agreement a 10 hour break may be given and then the employee is to work 8 hours on the following shift without the application of penalty rates.

Dual Trade

Employees on dual trade release will be required to repay 50% of the time they are released. (eg. one shift of release 8 hours requires 4 hours to be repaid). This payback can occur on a time agreed and as a guide should be within 30 days of the liability occurring. Accurate records are to be kept via the pay office

29. Trade Union Training

An employee or employees requested to attend training courses by their union will be granted a combined total of paid leave by the company for up to a maximum of 15 days for the site available over the life of this agreement (3 years from commencement).

Approval will be given by the company providing : the Request for Training form is complete (ie. course content and objectives, course provider, duration) and one months notice has been given for the request. By agreement this request period can be reduced.

30. Rosters

The Plant has two agreed rosters which cover a three shift (non continuous - five day) and four shift (12 hour continuous - seven day) operation. These rosters, allowances payable etc are included in Appendix 4.

Alternative rosters will be considered providing the parties agree to the arrangement and a majority of those directly affected by such change agree with the alternative roster.

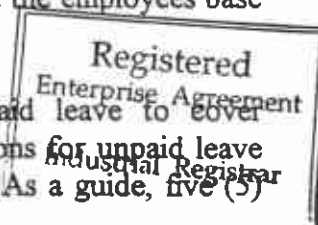
31. Leave Entitlements

Refer to Award

In addition to Award entitlements the following has been agreed :

i/ upon resignation an employee who has achieved 104 hours of sick leave entitlement and has been paid out upon their anniversary or continued to accumulate the leave, will be entitled to receive the remaining balance at their last anniversary period plus one twelfth for each completed months service of unused sick leave. This will be paid at the employees base classification rate.

ii/ the company agrees to consider individual requests for unpaid leave to cover circumstances not covered in the Award or Company policy. Applications for unpaid leave can only be considered after all forms of paid leave have been utilised. As a guide, five (5) days leave may be available for this purpose.



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- iii/ Long Service Leave entitlements will be paid at the employees base classification rate.
- iv/ the parties agree that Annual and Long Service Leave needs to be managed so that employees take their entitlement. The objective is that Long Service Leave should be managed as per the Act and that Annual Leave should be taken within twelve (12) months of the entitlement being due. It is acknowledged that special circumstances may exist and where agreed up to three (3) years annual leave may be accrued.

As major maintenance is done when the plant is shut down, it may be necessary for the maintenance personnel to work when the majority of the production employees are on leave. Maintenance personnel who may have specific leave requirements during these periods should direct their request to the Maintenance Manager

32. Taking and Authorising Annual Leave

Annual leave should be taken within one year of the anniversary date where no special circumstances exist. One months notice is required for employee leave requests, unless special or unforeseen circumstances arise. Applications should not be for periods of less than one week (as per roster) and preferably for leave to be taken within the following six months.

Any requests not covered by this clause should be directed to the Department Manager for consideration.

33. Rest Period (10 hour break)

The Award provisions for a ten hour break do not apply when :

- where a Committee meeting or training course (refer to Clause 28. Payment for Training) is attended.

34. Sick Calls

Once an employee is aware that they will be unavailable for work due to personal injury or illness, their Group Leader (1st), or their Supervisor (2nd) or the Gate House (3rd) must be called and notified of their absence, a reason given and duration of injury or illness (if known).

Where the absence is for two or more consecutive days, or on the shift immediately preceding or following a public holiday or RDO preceding or following a public holiday, documentary evidence to support the absence will be required.

If illness occurs at work an employee is not to leave site until the Electrical or Shift Supervisor has been notified.

In all cases of absence, the appropriate leave form must be completed and authorised.

35. Reporting of Accidents

All injuries must be reported to the Group Leader and the Supervisor by completing the Accident/Incident form immediately after the accident has occurred. Accidents and incidents covered by this clause include, personal injury, equipment & property damage and environmental breaches.



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36. Temporary Employees

Temporary (fixed term) employees may be used on this site, in consultation with the Union Representative, for short term requirements within the Electrical Section such as :

- long term illness or injury cover
- replacement purposes for the taking of leave (LSL, Annual leave)
- short term maintenance requirements (unplanned breakdowns or stoppages that require additional labour to ensure the quickest possible plant restart)

37. Staffing Levels

The number of permanent employees needed for maintenance activities is determined by production requirements and are referred to as Full Time Equivalents (FTE). Decisions to increase or reduce numbers must be made in consultation with the affected work group.

38. Union Picnic Day

The Picnic Day will be on the date agreed by the Union members and Management.

39. Committees

The following are the committees that Laminex will support at the Plant. Additional committees and sub committees may be organised providing there are agreed benefits and outcomes. The current list of Committees are :

- OH&S - one (1) ETU representative
- ECC - one (1) ETU representative

40. Payment for Committee Members

Committee members who attend pre-planned meetings will be entitled to :

- be released from work and paid as if at work if they are rostered on. A precondition to this release is that cover must be available if needed. There will not be an automatic recourse to overtime and each situation will be assessed to determine if cover is necessary.

or

- if attendance is in a members own time then Laminex will pay for that attendance at the rate of time and one half (on Classification rate). This is on the understanding that attendance is voluntary and as such the ten (10) hour break covered by the overtime provisions does not apply.

The meetings shall not run for more than two (2) hours.

41. Site Meetings

Payment for approved site meetings is to be agreed by the Union Representatives and Management prior to any meeting being held. The agreement is to be recorded on the appropriate Record Form.



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42. Introduction of Change

It is agreed that the changes that may occur at the Plant will be divided into two categories, requiring different notice periods and processes of notification.

Introduction of Major Changes will be covered by the Award and the company agrees to provide the ECC with three months notice of such change.

Introduction of Minor Changes (eg. trials for shifts, changes that have been discussed with the ECC on an ongoing basis) will be by consultation and a notice period agreed as part of that process. As a guide, one weeks notice would be the minimum period considered necessary under this process.

43. Redundancy

In the event that redundancies are necessary the process to be followed is covered by the Award. Where notification is discussed this will be understood to mean the ECC in the first instance, and those employees affected in the second instance. For a definition of "Introduction of Major Change in the Workplace" refer to the Memorandum of Understanding dated 24/03/98.

Redundancy payment details that have been agreed are included in Appendix 5.

44. Use of Contractors

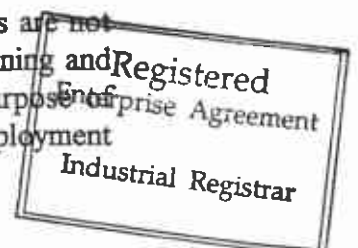
Contract labour can be used on-site to perform work that cannot be performed by Laminex personnel for reasons outlined below. Contractors will not be used to replace or diminish permanent employee status.

Engagement of contractors will follow consultation between the personnel directly responsible for that area and their Employee Representative. Consultation shall commence at the earliest possible stage eg. project conceptualisation, so as to enable greater involvement of the work group in the planning and preparation phases.

In the case of engineering / maintenance work, employees working alongside contractors are to be given preferential treatment in job allocation and overtime, except in the case of a requirement for specialist skills.

Engagement of contractors will be to satisfy the short term demands of the business and will be hired for a clearly defined circumstances, such as :

- extraordinary increases in work output which results in non recurring peak loads which are beyond the capacity of the work force to complete with reasonable overtime.
- extraordinary breakdown, repair or modification work deemed as an emergency case.
- the requirement for skills not currently held by Laminex employees or to supplement skills currently held by those employees. Where skills are not present onsite, emphasis should be placed on the provision of training and the development of those skills onsite where viable. For the purpose of determining if we have the skills and capabilities on site, the employment category of our employees is to be the key criteria.



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- site services, repairs, transportation and installation work eg. plumbing, roadwork.

If the parties are in disagreement over the use of contractors, the Grievance and Dispute Resolution procedures shall be followed.

To assist in the clarification of Clauses 44 and 45 reference will be made to the Principles agreed in C No. 23855 of 1998 (Appendix 7)

45. Notification of Contract Work

To ensure that any concerned party has an opportunity to discuss the use of contractors in advance of them working on-site, Management agrees that the notification form will record the necessary details, such as;

- date of notification
- the planned work (plus start date and duration)
- the individual contractor or firm
- the site responsible person

Unless there are unforeseen circumstances (ie. breakdown) this notification will be available a minimum of seven (7) days prior to the work commencing. Where less than seven (7) days notice is available, the onus is upon the Laminex Responsible Person to notify the designated Employee Representative.

46. Counselling and Disciplinary Procedures

Counselling or discipline is any communication or action an employee receives for the purpose of motivation to achieve the accepted performance standard. This process is aimed at the correction of unacceptable performance.

i) Counselling

Counselling is to occur when a Work Group, Supervisor or Manager has a concern about an employee meeting the required performance standard. It is intended to make the employee aware of the concern by having an informal discussion. A diary note of the counselling session should be kept by the Supervisor or Manager.

ii) Warnings

Where it is considered that an employees performance has dropped below the required standard and is of greater concern than at the counselling stage, the following procedure will apply :

1. Verbal Warning

Where an employees performance has dropped below the required standard the Supervisor or Manager will discuss the matter with the employee.

2. Written Warning

Where counselling has not had the desired result or the matter warrants proceeding straight to a warning the Supervisor or Manager will discuss the matter with the employee and restate the required standard.



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3. Final Warning

Where previous counselling sessions or warnings have not had the desired result, the Manager will discuss the matter with the employee and restate the required standard. In addition, the Manager must inform the employee that if an immediate improvement does not occur then dismissal may result.

4. Termination of Employment

If the previous process has not resulted in the employee meeting the required standard, the Manager may recommend to the Plant Manager that the employee has his employment terminated. The Plant Manager will review the case, advise the site Union Representative of his decision and, if warranted, terminate the employment contract.

During any stage of this process the employee is to be offered the opportunity to have a witness of their choice present, have the concern clearly explained and the standard that is expected, then a fair opportunity to discuss the matter. A written record of any session is to be kept, the employee given the opportunity to sign the record and then forwarded to the respective Department Manager and kept on the employees file. A copy of that record is to be given to the employee.

Any employee who is unhappy with the handling of the process may ask for the matter to be reviewed by the Department or Plant Manager.

To ensure the integrity of the Counselling and Disciplinary process a review of any formal notification will be carried out within six (6) months from the date of origination. If the employee's performance has been satisfactory then a note recognising the performance improvement will be attached to the formal notification.

iii) Summary Dismissal

The disciplinary procedure does not affect the companies right to dismiss an employee without notice for a significant breach of their contract of employment. Examples of circumstances that could lead to summary dismissal are : theft, willful damage, fighting, refusing to obey lawful instruction etc.

47. Grievance and Dispute Resolution

The following grievance procedure is to be used to address any site issues.

Without prejudice to either party, work and/or work practice is to continue unchanged in accordance with this Agreement (and the relevant Award) while the matters in dispute are being dealt with in accordance with the following steps.

The parties shall 'at all times' confer in good faith and without undue delay having regards for the ongoing needs of the employees and the business. The time needed to progress through each of the stages will depend on each set of circumstances and the parties agree not to unreasonably force, or delay, the process.

An individual may seek advice from their delegate and have a witness of their choice present at any stage of this process.

Step 1



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Wagga Wagga Plant**

Any matter that causes an employee concern may be raised with their Group Leader. If unresolved then go to Step 2.

Step 2

The matter should be raised with the employee's Supervisor for resolution. If unresolved then go to Step 3.

Step 3

The employee and their area delegate may then raise the matter with their Supervisor and/or Manager. If unresolved then go to Step 4.

Step 4

The employee, the Union Representative and the Plant Manager may attempt to resolve the matter. If unresolved then go to Step 5.

Step 5

Where appropriate, the Company Executive and the Union Head (or Regional) Office may attempt to resolve the matter. If unresolved then go to Step 6.

Step 6

The matter may be referred, by either party, to the Industrial Relations Commission for conciliation and/or arbitration. The parties agree to abide by any decision of the Commission.

Note: By agreement, the parties may progress directly to any step in this process.

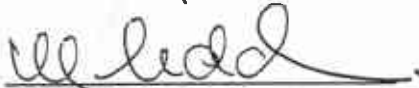
48. Signatories

Laminex (Australia) P/L Wagga Wagga

Name **Mark Liddelow**

Position **Plant Manager**

Date **22nd May 1998**

Signature 

The Electrical Trades Union of Australia, New South Wales Branch

Name **Bernie Riordan**

Position **State Secretary ETU**

Date **16-6-98**

Signature 



**Laminex (Australia) P/L - Enterprise Bargaining Agreement 1997 - ETU
Wagga Wagga Plant**

Name Tony De Franceschi
Position Shop Steward
Date 22/5/98
Signature *T. De Franceschi*

Name Andrew Clarke
Position Delegate
Date 22-05-98
Signature *A. Clarke*



**Laminex (Australia) P/L - Enterprise Bargaining Agreement 1997 - ETU
Wagga Wagga Plant**

Appendix 1 Payment Matrix

Electrical Trades

Levels	% of Base	Current	September 30, 1997	April 30, 1998	September 30, 1998	April 30, 1999	September 30, 1999
			5%	2.5%	2.5%	2.5%	2.5%
C.10*	100%	589.65	619.13	634.61	650.48	666.74	683.41
C.9	105%	619.13	650.09	666.34	683.00	700.07	717.58
C.8	110%	648.62	681.05	698.07	715.52	733.41	751.75
C.7	115%	678.10	712.00	729.80	748.05	766.75	785.92
C.6	125%	737.06	773.92	793.26	813.10	833.42	854.26
C.5	130%	766.55	804.87	824.99	845.62	866.76	888.43
C.4	135%	796.03	835.83	856.72	878.14	900.10	922.60
C.3	145%	854.99	897.74	920.19	943.19	966.77	990.94

*Base

Notes:

1. All above figures are based on a 38 hour week.
2. All maintenance electricians may progress through the Training Framework to level C.5
3. Progression to the payment levels of C4 and C3 will be based upon company requirements as determined by Management (on the date of signing no maintenance electricians were required at this rate of pay). The training framework allows for self development and education assistance for individuals to develop to C.1 as per company policy.
4. Allowances cashed out and included in the base rate are: First Aid, Dirt, Training and Group Leader (1 only) Money.

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Appendix 2 Group Leaders Responsibility Statement

Primary Purpose

The primary purpose of the Group Leader is to assist in the organisation and coordination of all maintenance related activities within the Work Group or section (in addition to normal tasks).

Responsibilities

1. Collect Time Sheets daily and keep time sheet register up to date, pursue any missing time sheets. Entry of all time sheets into Mainpac.
2. Input all jobs from shift log.
3. Close all completed job sheets. Raise any new jobs generated from previous days logs.
4. Pass on all completed time sheets and job sheets to the Electrical Supervisor or Maintenance Planner as relevant. Follow-up on any issues raised from the previous days logs.
5. Assist with pre-work for Maintenance Days. This could involve organising material, equipment, labour for specific jobs to be completed on the Maintenance Day.
6. Check stock, ie. electrical consumables (as per Pm task), reorder as necessary.
7. Deal with work group issues as per the grievance and disputes procedure.

Note : This statement is intended to be modified as the responsibilities of the Group Leader are expanded in line with our Shared Values and Objectives.



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Appendix 3 Training Framework

Background

The purpose of this framework is to set out the appropriate training requirements for each classification level required on site at Laminex Wagga Wagga. It is acknowledged that the highest level required for on site maintenance is that of C5 with the current business needs.

This framework is also designed to guide and further study an employee may wish to do, over and above the requirements on site at the current time.

The framework will be based on National Accredited Modules and other recognised modes of study (Diploma, Degree etc).

The present situation under this agreement, EBA - 1997 is:

- all trades people are eligible to progress from C10 up to and including C5.
- new employees will be assessed against this framework.
- all current classifications will be honoured upon signing of this agreement. However those employees who do not meet the requirements for their present classification level, those requirements must be met before any further reclassification will be considered.

Classification System

Below is a current list of modules (to C8), and streams of study, relevant to the business needs (Training matrix).

To enable an employee to be reclassified upon successful completion of the appropriate modules, the course of study must be signed off (approved) prior to commencement of those modules. This is also the case with respect to reimbursement of any costs related to the course as set out in clause 28 "Payment for Training".

Modules must be studied post trade to enable recognition in this framework. If modules were studied as part of an apprenticeship, then electives may be substituted after discussion with the Electrical Supervisor and prior to approval of the studies.

The approval process to be followed is:

C10 to C8

Three (3) modules are required to progress from C10 to C9 and a further three (3) modules to progress from C9 to C8.

Note: PLC's are seen as a critical requirement for Electricians, therefore NE49 (PLC1) or appropriate Allen Bradley PLC course, must be included in a course of study for progression to C8.

The employee and the Electrical Supervisor are to discuss the option (stream) that is to be undertaken. Once agreement has been reached the "Request for Educational Assistance Form" is to be filled out and forwarded to the HR Department for final approval.

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C8 to C7 & C6 & C5

Three (3) modules are required to progress to each following level, eg. C8 to C7. The employee and the Electrical Supervisor are to discuss the three (3) modules and stream that is to be undertaken. Once agreement has been reached the "Request for Educational Assistance Form" is to be filled out and forwarded to the HR Department for final approval.

C5 to any further level

The employee and the Electrical Supervisor are to discuss the required modules and stream that is to be undertaken. Once agreement has been reached the "Request for Education Assistance Form" is to be filled out and forwarded to the HR Department for final approval.

Note: Currently progression past C5 is supported by the company for educational assistance only. That is, the employee will not be paid at a higher classification rate upon completion of study, although the Educational Assistance Program will be offered. Refer to the shaded area of the training matrix.

Training Matrix

Currently the business needs for the Electrical trades reflects the ability to study either the Electrical (Digital or Power Control) or the Instrumentation stream.

The streams consist of:

	Option 1 <i>Electrical (Digital & Power)</i>	Option 2 <i>Instrumentation</i>
Requirements to C8	NE04	NE201
	NE05	NE202
	NE07	NE210
	NE08	NE203
	NE15	NE204
	NE49 (or approved AB PLC)	NE49 (or approved AB PLC)

Note: Stream for study to be nominated for each classification level.

Requirements for C7	Three (3) Elective Modules
Requirements for C6	Three (3) Elective Modules
Requirement for C5	Three (3) Elective Modules OR Approved Advanced Certificate

Requirements for C4	Seven (7) Elective Modules towards Associate Diploma
Requirements for C3	Eight (8) Elective Modules towards Associate Diploma OR Approved Associate Diploma

Streams relevant to the Business Requirements

- Digital
- Power
- Instrumentation

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Appendix 4 Rosters

Three Shift - Non Continuous (five day operation)

Crew	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	N	N	N	N	N	-	-	A	A	A	A	A	-	-	D	D	D	D	D	-	-
2	D	D	D	D	D	-	-	N	N	N	N	N	-	-	A	A	A	A	A	-	-
3	A	A	A	A	A	-	-	D	D	D	D	D	-	-	N	N	N	N	N	-	-

The shift penalties payable for this roster are an additional 15% of the base rate for the Afternoon and Night shifts. These will be averaged across the roster and paid at 10% of the base per week as a step towards simplifying our pay system.

Meal Breaks

1. Shift Work: Allows for two meal breaks, per 8 hour shift, of 10 minutes and 20 minutes and shall be counted as time worked.
2. Day Work: Allows for two meal breaks, per 8 hour shift, of 10 minutes, counted as time worked, and 30 minutes, unpaid.

The meal breaks shall be taken at a time and in a method agreed upon between the company and the employees concerned so as to meet the needs of the business

12 Hour Shift - Continuous (seven day operation)

Crew		T		T	F	S	S		T		T	F	S	S		T		T	F	S	S					
1		N	N			D	D	D			N	N				D	D		N	N	N					
2	N			D	D				N	N			D	D	D			N	N			D	D			
3		D	D			N	N	N			D	D				N	N		D	D	D		N	N		
4	D			N	N				D	D			N	N	N			D	D			N	N		D	D

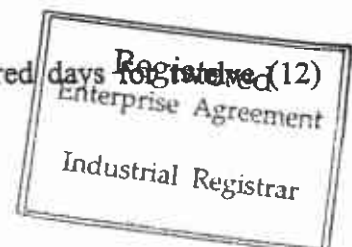
The normal hours of work under this roster are 48hrs in one week and 36hrs the next. This is an average of 42hrs, with normal time not exceeding 12hrs a day (Monday - Sunday). The maximum overtime that may be worked in addition to a rostered shift is 4 hours, with overtime being paid a double time (2 x base classification rate). The ten (10) hour break provisions will apply as per the Award.

Continuous shift employees will receive an additional weeks annual leave (total of 5 weeks per year) and be paid the shift loading while on leave. In addition the 17.5% leave loading will be paid.

The loading for this roster is 46% of the employees classification base rate. This allowance includes all rostered penalty rates, public holidays and union picnic day.

Sick leave will be paid to cover the rostered shift .ie. twelve (12) hours per sick day. Sick leave entitlements are paid at the base classification rate.

Bereavements leave entitlements of two (2) days means two rostered days for rostered hour roster workers.



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Change of Shift Rosters

The relief personnel working on this roster shall not have their roster changed by the employer without twelve (12) hours notice of such change or payment made at time and one half (classification rate) plus 46% for ordinary time worked until the 48 hour notice period has expired.

Meal Breaks

The continuous shift roster is continuous over 24 hours per day and allows for three meal breaks, per 12 hour shift, of 10 minutes, 20 minutes and 20 minutes and shall be counted as time worked. The meal breaks shall be taken at a time and in a method agreed upon between the company and the employees concerned so as to meet the needs of the business.

Electricians Day Work Roster (10 Day Roster)

An alternative roster under Clause 30 of this agreement is agreed and is in operation as per below:

Person	Week 1					Week 2					Week 3					Week 4				
	T	T	F	S	S	T	T	F	S	S	T	T	F	S	S	T	T	F	S	S
1	A	A	A	A	A	N	N	N	N	N	D	D	D	D	D	d	d	d	d	d
2	D	D	D	D	D	A	A	A	A	A	N	N	N	N	N	D	D	D	D	D
3		D	D	D	D	D	D	D	D	D	A	A	A	A	A	N	N	N	N	N
4	d	d	d	d	d		D	D	D	D	D	D	D	D	D	A	A	A	A	A
5	d	d	d	d	d	d	d	d	d	d		D	D	D	D	D	D	D	D	D
6	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d		D	D	D	D
7	D	D	D	D	D	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d
8	N	N	N	N	N	D	D	D	D	D	d	d	d	d	d	d	d	d	d	d

App	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d
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Person	Week 5					Week 6					Week 7					Week 8				
	T	T	F	S	S	T	T	F	S	S	T	T	F	S	S	T	T	F	S	S
1	d	d	d	d	d	d	d	d	d	d		D	D	D	D	D	D	D	D	D
2	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d		D	D	D	D
3	D	D	D	D	D	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d
4	N	N	N	N	N	D	D	D	D	D	d	d	d	d	d	d	d	d	d	d
5	A	A	A	A	A	N	N	N	N	N	D	D	D	D	D	d	d	d	d	d
6	D	D	D	D	D	A	A	A	A	A	N	N	N	N	N	D	D	D	D	D
7		D	D	D	D	D	D	D	D	D	A	A	A	A	A	N	N	N	N	N
8	d	d	d	d	d		D	D	D	D	D	D	D	D	D	A	A	A	A	A

App	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d	d
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Appendix 5 Redundancy

Where redundancies are required by the business this agreement shall be read in conjunction with Clause 9A of the Award

An employee made redundant or voluntarily accepting a package shall receive the following service entitlements and benefits as prescribed by legislation or the Award. These benefits will be calculated on the ordinary time rate (base classification rate).

- two (2) months notice or payment in lieu
- three (3) weeks pay for each completed year of service up to a maximum of seventy eight (78) weeks pay
- an employee with ten (10) or more years service and who is 40 years of age or over, at the date of retrenchment shall receive one additional week's pay for each completed year of service after reaching 40 years of age
- superannuation benefits under the schemes mentioned in the EBA will not be affected by this agreement
- entitlement to Long Service Leave or payment in lieu thereof shall be determined in accordance with the Long Service Act of NSW with the exception that the qualifying period will be reduced to five (5) years.

In addition to the financial entitlements, employees will be offered out placement services at Laminex's expense.

To ensure that the process takes into consideration all of the circumstances at the time the ECC will establish the selection criteria which considers the ongoing needs of the business as the key criteria and where ever possible seek volunteers. Through the consultative process the following will occur :

- ♦ the ECC will establish the ongoing needs of the business and determine a list of selection criteria
- ♦ the selection criteria will be advertised for a period of seven (7) days.
- ♦ volunteers will be given preference under this process
- ♦ a list will be established and ranked in order of priority

Terms to be included in the redundancy scheme are :

- ♦ where circumstances enable the company to withdraw the notice of retrenchment the next available and suitable employee will have their notice withdrawn.
- ♦ where the company, wholly or substantially, on account of redundancy offers an employee employment in a significantly different capacity, or at a lower rate of pay and the employee declines the offer then the termination of employment shall be deemed to have been made by the company and the employee shall be entitled to the benefits under this plan.
- ♦ employees who are given notice of retrenchment will be re-engaged in their previous classification as soon as the company is in a position to re-employ personnel, provided such re-engagement is within twelve (12) months of their termination date. This provision does not apply to employees who voluntarily accept a redundancy package.

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Wagga Wagga Plant**

Appendix 6 On Call Arrangement for Electrical Coverage

Background

Currently the Company operates the plant with one Electrician per shift. In order to ensure that production needs and safety requirements can be met, a workable method of calling in an Electrician has been developed. The following conditions reflect an agreement reached between the Company and ETU in order to ensure the above.

Reasons for Call-in

An Electrician will be called for the following reasons:

- a) Plant breakdown or breakdowns requiring two qualified electricians.
- b) High voltage work requiring access permit.
- c) Work on live exposed conductors 240v or over with respect to ground, other than normal testing with suitable test equipment, eg. meter, oscilloscope, chart recorder.
- d) Where working in a safe manner requires two Electricians.

Method of Call-in

The Shift Electrician and Shift Supervisor will determine if a call-in is required, and report to the Electrical Supervisor/Maintenance Manager on the following day. Clause d) above requires confirmation with the Electrical or Shift Supervisor.

Call-in Roster

All day work Electricians will be eligible to participate in the roster. The rostered person will be on call for seven days at a time (changeover time - 11.00am on Wednesday).

To ensure fairness and equal opportunity, the roster will be administered and managed by the electrical award group. The roster should be published at least one complete cycle in advance and, other than in exceptional circumstances, swaps should be for a complete week. This will ensure payment arrangements are kept manageable. Payment for being on the roster will be made one week in arrears.

It will be the responsibility of the person nominated on the published roster to ensure that all other parties are aware of a swap.

The ETU has a policy to consider the safety aspects (people and equipment) when on strike. For this purpose, the roster should continue through industrial action.

Payment for Participation

The call-in allowance for the seven days on call is \$220.50 (indexed as per base classification increases in Appendix 1).

This amount includes a component for having a telephone at the place of residence and carrying a pager when not at home.

Payment will not be made for periods of less than seven days unless caused by absence due to sickness, industrial action or other reasons outside the control of the company.



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Payment for Call-ins

Payment for each call-in shall be a minimum of four hours double time, and double time and one half for public holidays.

On completion of the job for which the person was called in, the person may leave the site before four hours are completed. This does not constitute one job, one call-in. If other work occurs (as defined in 'Reasons for Call-in'), then the person will be required to continue working until the jobs are complete or he/she is relieved.

Payment for hours worked in excess of four hours when called in will be double time, and double time and one half for public holidays.

Rest Period

When a person has been called in, they will be entitled to a ten hour (consecutive) break after the last call-in before their next rostered work period, unless the call-in is after 0500, and they are due to return to work at 0700. If the call-in is after 0500, then they will continue to work their normal shift and be paid four hours at the rate of double time, or double time and one half for public holidays, for the call-in and normal rate of pay for their rostered shift.

If work on a call-in continues into normal rostered hours, then payment will be shift at the rate of double time, or shift at the rate of double time and one half for public holidays, for those hours. Such payment shall be in addition to the call-out payment. The remainder of their rostered shift shall be paid at normal rates.

There is no entitlement to a ten hour break rest period between successive call-ins occurring during the time between completion of the last normal rostered shift and the next call-in (if any).

If a person is required and is fit to return to work, not having had a ten hour (consecutive) break, then payment shall be at the rate of double time, or double time and one half for public holidays, until a ten hour break is taken. Circumstances such as this must be approved by the Electrical Supervisor/Maintenance Manager.

Coverage of Normal Shifts

If a shift Electrician fails to report for shift or leaves a shift early, cover will be maintained by utilising an Electrician other than the call-in Electrician. Normal conditions will apply.

Additional Electrical Cover

From time to time, more than one Electrician may be required to be called in. In such a case, any available Electrician may be called, and the conditions of this arrangement will apply, but payment for participation in the roster will not apply.

Call-in Response Time

It is committed to by Electrical staff as part of this agreement to be on-site within 30 minutes of being contacted.

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**Laminex (Australia) P/L - Enterprise Bargaining Agreement 1997 - ETU
Wagga Wagga Plant**

Appendix 7 Principles for Interpreting Cl. 44 & 45

C No. 23855 of 1998

As a general principle, the criteria for use of contractors specified in clause 44 of the 1997 Agreement will be applied to particular work projects in 1998 in the following manner:

Contractors to be used for:

- (a) Maintenance Work: only to cover peak workloads, eg. shutdowns and maintenance days.
- (b) Process Engineering Work: to supplement maintenance labour, or where specialized skilled are needed.
- (c) Capital Project Work for which Capital Expenditure is Approved by Off-site Management:
 - (1) All project work, unless otherwise agreed upon the basis that maintenance staff have the necessary skill and commit to carrying out job to agreed time frame.
 - (2) Any short fall in maintenance numbers whilst Laminex maintenance working on projects to be supplemented by contractors.
 - (3) Maintenance of the plant will be priority over projects.
 - (4) The Company will not incur additional cost to either maintenance or projects to allow participation by Laminex Fitters.
 - (5) Once the use of contractors has been decided upon under this paragraph, there will not be any option for Laminex fitters to do the work.
 - (6) List of proposed projects for 1988 to be reviewed with J Vetter and projects that maybe open for discussion agreed upon – within three weeks.
 - (7) Review of this process in relation to capital projects to be carried out within three months. The review to involve Maintenance Management, Projects, Fitters and Plant Manager. Any detrimental affect on maintenance of projects will result in the use of contractors only to carry out capital projects.

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Wagga Wagga Plant**

Appendix 8 Notification Form

Copy of form on next page

**Registered
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Industrial Registrar**

Laminex (Aust) Pty Ltd
Wagga Wagga Plant

NOTIFICATION OF PROPOSED ON-SITE WORKS

Instructions to the Contractor:

To be filled in by the Laminex Responsible Person and signed by the Contractor.

Name:	
Organisation / Employer:	
Proposed purpose of visit:	

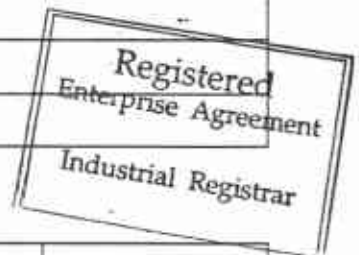
I accept the Conditions of Entry to this site (printed other side), and state that the details set out above are correct:

Signature:		Date:	
Name (please print):			

To be filled out by the Plant Contact a minimum of 7 days prior to arrival of Contractor for Planned Work. In a breakdown situation the 7 day notice period is not required.

Arrival Date:		Time:	
Estimated Duration			

Departments to be visited:	
Nature of work:	



Laminex Responsible Person

Name:		Tele:	
		Pager:	
		Other:	

Persons to be Notified:

Manager / Supervisor		Date:	
Employee Rep.		Date:	

Gatehouse

Inducted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Signature:		

If form is incomplete, Gatehouse Attendant is to contact the Laminex Responsible