



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Laminex Group Pty Ltd T/A The Laminex Group**  
(AG2023/4086)

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Manufacturing and associated industries

DEPUTY PRESIDENT ROBERTS

SYDNEY, 21 NOVEMBER 2023

*Application for approval of the Laminex Dardanup Plant Maintenance Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Laminex Dardanup Plant Maintenance Agreement 2023* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Laminex Group Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as is relevant to this application for approval has been met.

[3] I observe that item 47 in clause 2, Arrangement, refers to unpaid domestic violence leave. Clause 47 itself provides that employees are entitled to domestic violence leave in accordance with the National Employment Standards (**NES**). The NES now provides for paid family and domestic violence leave.<sup>1</sup> The Applicant advised that the reference to “unpaid” leave in Clause 2 was an administrative oversight. I also note the provisions of Clause 31, Hours of Work, may raise a potential inconsistency with Division 3 of Part 2-2 of the Act. However, I note that Clause 6 of the Agreement provides that the Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. I am satisfied that the more beneficial entitlements of the NES will prevail where there is any inconsistency between the Agreement and the NES.

[4] The Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (**AMWU**) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union (**CEPU**) lodged Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the AMWU and the CEPU.

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<sup>1</sup> See s.106A.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 3 June 2026.



DEPUTY PRESIDENT

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**Laminex<sup>®</sup>**

**DARDANUP PLANT  
MAINTENANCE AGREEMENT  
2023**

# LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## 1. TITLE

The "Laminex Dardanup Plant Maintenance Agreement 2023".

## 2. ARRANGEMENT

1. TITLE .....	2
2. ARRANGEMENT .....	2
3. APPLICATION OF AGREEMENT .....	4
4. PARTIES BOUND & DEFINITIONS .....	4
5. DATES AND PERIOD OF OPERATION .....	4
6. INTERPRETATION OF THIS AGREEMENT AND RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS.....	4
7. DUTIES OF EMPLOYEES .....	5
8. SINGLE BARGAINING UNIT .....	5
9. CONSULTATIVE MECHANISM .....	5
10. OBJECTIVES .....	6
11. AGREED COMMITMENTS .....	6
12. WAGE INCREASES.....	6
13. LEAVE ENTITLEMENTS .....	7
14. APPRENTICE TRAINING RATES & JUNIOR EMPLOYEES .....	7
15. CLASSIFICATION DETERMINATION.....	8
16. DISPUTE RESOLUTION PROCEDURE.....	8
17. CASUAL LOADING, ALLOWANCES & FACILITIES.....	9
18. SPECIAL CONDITIONS.....	9
19. FIT FOR WORK POLICY .....	11
20. SHIFT SWAP .....	12
21. SHIFT WORKER COVERAGE .....	12
22. PUBLIC HOLIDAYS.....	13
23. DAYS IN LIEU-PUBLIC HOLIDAYS.....	14
24. ANNUAL LEAVE AND NON-PRODUCTION PERIODS .....	14
25. FLEXIBILITY OF LEAVE.....	15
26. LONG SERVICE LEAVE .....	15
27. PERSONAL LEAVE .....	15
28. COMPASSIONATE LEAVE .....	17
29. PARENTAL LEAVE.....	17
30. EMPLOYEE DEVELOPMENT.....	18
31. HOURS OF WORK.....	19
32. JOURNEY INSURANCE .....	19
33. APPROPRIATE BEHAVIOUR IN THE WORKPLACE .....	19
34. HEALTH & SAFETY - PROTECT.....	20
35. SUPERANNUATION & SALARY SACRIFICE .....	20
36. REDUNDANCY .....	22
37. SHIFT HAND-OVER PAYMENT.....	22
38. PROTECTION OF EMPLOYEE ENTITLEMENTS.....	22
39. PROBATION PERIOD .....	22
40. ALLOWANCES PRESERVED.....	22
41. INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	23

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

42. TRANSITION TO RETIREMENT.....	24
43. CONSULTATION IN RELATION TO MAJOR CHANGE (MODEL CLAUSE) .....	24
44. ALLOWANCES .....	25
45. NATURAL DISASTER LEAVE .....	26
46. COMMUNITY SERVICE AND JURY SERVICE LEAVE .....	26
47. UNPAID DOMESTIC VIOLENCE LEAVE.....	26
48. NOTICE BOARD .....	26
49. SIGNATORIES TO THE AGREEMENT .....	27
APPENDIX A - REDUNDANCY .....	28
APPENDIX B – WAGE RATE TABLE .....	33
APPENDIX C1 – 12 HOUR SHIFT ARRANGEMENTS.....	35
APPENDIX C2 – DAY WORK ARRANGEMENTS.....	38
SCHEDULE 1 .....	41

# **LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023**

## **3. APPLICATION OF AGREEMENT**

This Agreement shall apply to Laminex, Lot 2 Moore Road, Dardanup and to all Maintenance Employees who are engaged in classifications listed in Schedule 1.

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

This Agreement shall be binding on:

- Laminex Group Pty Limited ("the Company");
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU);
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU); and
- The Employees.

Definitions:

- i) A reference to "Employee" or "employee" shall mean an employee employed by Laminex who is engaged in a classification listed in Schedule 1 at the Plant;
- ii) A reference to "Parties" or "parties" shall mean the Company, the AMWU and the CEPU;
- iii) A reference to "Company" shall mean "Laminex Group Pty Limited";
- iv) A reference to "Laminex" shall mean "Laminex Group Pty Limited";
- v) A reference to "the Agreement", "the agreement", "this agreement" or "this Agreement" shall mean "The Laminex Dardanup Plant Maintenance Agreement 2023".
- vi) A reference to "the Plant" shall mean Lot 2 Moore Road, Dardanup or, if there is a re-location, such other location as may be determined by the Company.
- vii) A reference to "Shift Worker" is defined as a seven-day shift worker who is regularly rostered to work on Sundays and Public Holidays.
- viii) A reference to the NES shall mean the National Employment Standards.

The parties will oppose any applications by other parties to be joined to this Agreement.

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

The parties agree that this agreement shall operate from 7 days after the approval of the Fair Work Commission and shall have a nominal expiry date of June 3<sup>rd</sup>, 2026. Once this agreement passes the nominal expiry date, it will continue to operate until terminated or replaced in accordance with the Fair Work Act.

## **6. INTERPRETATION OF THIS AGREEMENT AND RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

The parties will apply the provisions in Schedule 1 and the Appendices, which form part of this Agreement. Where there is any inconsistency between the provisions in Schedule 1, the Appendices and the body of this Agreement, the provisions in the Appendices will prevail to the extent of any inconsistency. Where there is any inconsistency between the body of the Agreement and Schedule 1, the Agreement will prevail to the extent of any inconsistency.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

This Agreement is the entire agreement between the parties. This Agreement supersedes and replaces all previous agreements and all awards (including without limitation notional agreements preserving State awards) and excludes any "protected" award conditions, including rest breaks, annual leave loadings, public holidays, allowances, overtime, shift work loading and penalty rates. The parties expressly exclude, to the extent permitted by law, any other statutory laws or orders that pertain to the employment relationship between the parties other than laws dealing with occupational safety and health, workers compensation, training or any laws specifically incorporated by a term of this Agreement.

# **LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023**

## **7. DUTIES OF EMPLOYEES**

The Employees are required to:

- (a) Ensure that during working time, to the best of their abilities, that they devote the whole of their time, attention and skill, to the performance and discharge of their duties;
- (b) Safely carry out their duties to the standard required by the Company, subject to having received appropriate training from the Company;
- (c) Act honestly, faithfully, and diligently in the performance of their duties;
- (d) Conform to and comply with the lawful and reasonable directions of the Company or the Company's delegates;
- (e) Use initiative where appropriate and necessary;
- (f) Apply the highest standards of integrity and confidentiality to ensure the Company's activities are preserved;
- (g) Not (except in the course of properly carrying out their duties as an Employee) misuse, divulge or disclose any information relating to the Company including (but not confined to) information concerning the Company's finances, profits, trade secrets, processes, customers, suppliers, plans, operations, contracts, tenders, commercial arrangements, transactions or any other information;
- (h) Provide information to the Company should a breach of safety, environment, integrity or good faith, or misconduct, be observed or be known in relation to another employee or agent acting for the Company;
- (i) Undertake training as directed and comply with all new practices and procedures;
- (j) Not, without the written consent of the Company, while employed by the Company, be concerned or interested in any business, undertaking, consultancy or activity which directly or indirectly competes with the business of the Company;
- (k) Not, without the written consent of the Company, while employed by the Company, engage in any other employment;
- (l) Act in the best interests of the Company and do nothing to damage the reputation of the Company or bring the Company into disrepute;
- (m) If directed by the Company in respect of any work-related illness or injury, submit to examination by the Company's choice of medical practitioner and to authorise the examining medical practitioner to provide the Company with the findings of any examination; and
- (n) Abide by all laws, regulations, licenses, permit conditions and safe working procedures that apply to the Company's operations.

## **8. SINGLE BARGAINING UNIT**

The AMWU, the CEPU, the Employees and the Company consent to act as a single bargaining unit for the purpose of resolving any issues in relation to the operation of this Agreement.

## **9. CONSULTATIVE MECHANISM**

The parties to this Agreement are committed to maintaining open channels of communication on matters affecting Employees.

The parties agree that a properly functioning consultative mechanism has considerable benefits and intend to continue using the current consultative model.

The consultative committee made up of management and workforce representatives will continue and will function in accordance with the agreed constitution, which will be required to be reviewed and updated by the committee as necessary. This constitution is to define the working parameters of the committee and its members.

It is accepted that the consultative mechanism will not be used as the primary forum to resolve industrial relations grievances and that the Dispute Resolution Procedure is the appropriate mechanism for this purpose. However, any item of urgent general business relating to industrial relations issues may be raised and dealt with accordingly where it is in the interests of the parties to do so.

# LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

This clause is to be read to ensure that strict right of entry requirements under the Fair Work Act is complied with.

## 10. OBJECTIVES

The objective of this Agreement is to consolidate previous initiatives and to commit the parties and the Employees to assist Laminex in the achievement of its mission, whereby:

- We will be the leading marketer, distributor and manufacturer of fashionable surface solutions and related products in Australasia.
- We will achieve this by being cost competitive and innovative.
- We will value customer relationships and provide the best solutions for our customers through understanding our capabilities and their individual needs.
- We will foster business partnerships and an environment where our employees are valued and empowered to achieve their goals.
- This will increase our value to our customers, our owners and ourselves.

This Agreement facilitates this objective by the payment of wage increases over three years based on a number of agreed commitments and flexibility initiatives as contained in this Agreement.

## 11. AGREED COMMITMENTS

The parties and the Employees agree that to achieve the objective of this Agreement and thereby secure the future of the Company, they will:

- 11.1 Commit to embracing the Company values and Code of Conduct and use them to guide our behaviour in all daily activities.

Our values guide the way we behave every day and help shape the culture we want at Fletcher Building. Our values build a foundation of what we should expect from ourselves and each other and it is the actions we take that would make real meaningful change.

We have four values that play an important role in our business and support our strategy and purpose:

- Protect
- Be Bold
- Customer Leading
- Better Together

- 11.2 Continue to participate in the site culture of safety, quality, and production.

- 11.3 Continue to recognise the importance of flexibility within the organisation and to build on the current level of flexibilities developed in this and previous Agreements and by effectively utilising the consultative mechanism.

## 12. WAGE INCREASES

The following wage rates and increases have been incorporated in the wage table contained in Appendix B of this Agreement. Increases will be applied to the first full pay period after the following dates:

- From the first full pay period on or after the commencement of the Agreement, an increase of 4% on the base rate.
- 4% from the first full pay period on or after the 3<sup>rd</sup> June 2024
- 4% from the first full pay period on or after the 3<sup>rd</sup> June 2025

Allowances that apply will be shown in Appendix B and varied by the same percentage increase as wage rates and at the same time as wage rate increases.



# LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## 13. LEAVE ENTITLEMENTS

The following conditions apply in relation to the accrual of leave entitlements:

- 13.1 Effective from the first pay period commencing on or after September 3<sup>rd</sup>, 2003 an increase in leave entitlement accruals was introduced.
- 13.2 The 42-hour divisor shall apply to all continuous shift workers and other workers who are rostered to perform an average of 42 hours of work per week and as such, implementation of the 42-hour divisor relies on all day workers working an average 42-hour working week.
- 13.3 Employees who work less than a 42 hour average working week will accrual leave entitlements based on the 38 hour divisor. The 42 hour divisor only applies to employees who work 42 hours per week on average.
- 13.4 The "42-hour divisor" provides for an increase in the single time hours payable when an applicable employee takes annual, long service or sick leave or is paid annual leave loading.

The following table sets out the applicable leave accruals based on a full-time employee.

### CONTINUOUS SHIFTWORK EMPLOYEES

LEAVE TYPE	38 HOUR DIVISOR	42 HOUR DIVISOR
Annual Leave	38 single hours * 5 weeks = 190 hrs	42 single hours * 5 weeks = 210 hrs
Personal Leave	76 single hours	84 single hours
Long Service Leave	13 weeks * 38 single hours = 494 hrs	13 weeks * 42 single hours = 546 hours
Annual Leave Loading	25% * 190 hours = 47.5 hours	25% * 210 hours = 52.5 hours

### DAYWORK AND NON-CONTINUOUS SHIFTWORK EMPLOYEES

LEAVE TYPE	38 HOUR DIVISOR	42 HOUR DIVISOR
Annual Leave	38 single hours * 4 weeks = 152 hrs	42 single hours * 4 weeks = 168 hrs
Personal Leave	76 single hours	84 single hours
Long Service Leave	13 weeks * 38 single hours = 494 hrs	13 weeks * 42 single hours = 546 hours
Annual Leave Loading	17.5% * 152 hours = 26.22 hours	17.5% * 168 hours = 29.4 hours

- 13.5 The "42-hour divisor" as noted above has been costed at approximately 1.5% of the applicable Dardanup site wages budget per annum
- 13.6 The 42-hour divisor will not be used for any other purpose than that set out in the above table. Notwithstanding leave entitlements as set out above, employees will be considered 38 hour per week employees.
- 13.7 Leave entitlements existing on the day prior to the implementation of a 42-hour divisor, will be unaffected by the increased leave accrual rate applicable post 42-hour divisor implementation.
- 13.8 Payment for annual leave will be made as outlined in Appendix C1 – Clause 5 for Shift Workers and Appendix C2 – Clause 5 for Day Workers.
- 13.9 Payment for long service leave will be made at 42 single time hours per week of long service leave taken. No loadings or penalties are payable on long service leave hours taken.
- 13.10 Payment for personal leave will be paid in single hours. No loadings or penalties are payable on personal leave hours taken.

## 14. APPRENTICE TRAINING RATES & JUNIOR EMPLOYEES

The Company will commit to all apprentices and trainees continuing to receive paid training which meets the requirement of the Industry Training Advisory Board and results in a consistent national

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

qualification. Junior employees shall not be employed in any occupation to which apprentices may be taken pursuant to the provisions of the Vocational Education and Training Act 1996.

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

<b>Four Year Term</b>	<b>%</b>
First year	50
Second year	60
Third year	80
Fourth year	90
<b>Three and a Half Year Term</b>	<b>%</b>
First six months	50
Next year	60
Next year	80
Next year	90
<b>Three Year Term</b>	<b>%</b>
First year	60
Second year	80
Third year	90

### 15. CLASSIFICATION DETERMINATION

The parties to this Agreement commit to a review of the current "C" classification structure, to assess suitability of the employee classifications. The review will determine the classification system that provides for a more skilled and flexible maintenance workforce. This review will be initiated 6 months prior to the nominal expiry of this agreement. Until this is completed, the current structure will continue to operate.

### 16. DISPUTE RESOLUTION PROCEDURE

If there is a dispute over the application of this Agreement or the NES (including subsections 65(5) or 76(4) of the Act), or any other employment related matter the dispute resolution procedure set out in this clause shall apply. The aim of this procedure is to ensure that the dispute is settled as quickly as possible however reasonable time limits shall be allowed for the completion of Steps 1 to 3.

During each stage of the dispute resolution procedure (other than the first stage) both the employee(s) and the Company are entitled to be accompanied or represented. Employees may choose to be represented by a union or other representative. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.

The procedure is:

1<sup>st</sup> Step: The matter is discussed between the employee(s) and their immediate supervisor.

2<sup>nd</sup> Step: If settlement is not reached, the matter is discussed between the immediate supervisor, the employee and the representative of the employee, if any, being a Union Delegate or other representative. If settlement is not reached, the Plant Manager and the site Human Resources Advisor will become involved, together with the representative of the employee, if any, being the Union organiser or other employee representative.

3<sup>rd</sup> Step: If settlement is not reached, the matter is referred to more senior management of the Company and the representative of the employee, if any, being an appropriate senior Union official or other employee representative.

4<sup>th</sup> Step: If, after the attempts at the Plant to resolve the dispute have failed, the matter in dispute may be referred to the Fair Work Commission for resolution by conciliation.

5<sup>th</sup> Step: If the matter is not resolved by conciliation, the Fair Work Commission may resolve the matter in dispute by arbitration

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

In exercising its functions in this dispute resolution clause the Fair Work Commission may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions as are necessary to make the arbitration effective including, but not limited to, the powers set out in the *Fair Work Act 2009*.

Each step shall progress in a timely manner and without undue delay, which subject to the nature and extent of the dispute, will, in normal circumstances be within 48 hours.

The parties to the dispute must act in good faith in relation to the dispute.

Until the matter is determined, work will continue as normal in accordance with the employees contract and this Agreement without prejudice to the positions of the parties, unless the employee or the company has a reasonable concern about an imminent risk to his or her health or safety and has complied with any reasonable direction given by his or her employer to perform other available work, either at the same workplace or at another workplace.

The decision of the Fair Work Commission in an arbitration under this procedure may be appealed to a Full Bench of the Fair Work Commission.

Subject to any stay order or decision on Appeal, the parties to the dispute shall be bound by and must comply with a decision of the Fair Work Commission made pursuant to this clause.

A Union delegate directly involved in the dispute will be granted reasonable time from normal duties without loss of ordinary pay to attend any proceedings arising under this clause.

This clause is to be read to ensure that strict right of entry requirements under the Fair Work Act is complied with.

### 17. CASUAL LOADING, ALLOWANCES & FACILITIES

A casual employee shall be paid 25% of the ordinary rate in addition to the assigned hourly rate.

#### 17.1 Higher Duties:

An employee engaged on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the time the employee is so engaged. Should the higher duties be undertaken for more than two hours of one day or shift the employee shall be paid the higher rate for the whole day or shift.

Higher duties shall not apply where an employee is performing duties for the sole purpose of training or upskilling in accordance with Clause 31 – Employee Development.

### 18. SPECIAL CONDITIONS

#### 18.1 Tool Replacement Policy

(1) The tool allowance is intended to allow for normal maintenance, replacement, or upgrade of a tradesperson's toolbox. After all due care is taken by the tradesperson, if there is damage or loss of a tradesperson's ordinary tools of their trade, then the costs of replacement will be reimbursed by the Company subject to each case being judged on its merits by the Company's Maintenance Manager.

(2) Where tools are lost through normal day to day use, then these shall be replaced by the employee.

#### 18.2 Additional Call Out Provision

18.2.1 The purpose of this clause is to deter unnecessary disturbances to employees outside of working hours. All calls to employees' homes for technical advice are to be made with the Shift Manager's authority.

18.2.2 If an employee is called at home for technical advice they will be paid:

(a) One hour at overtime rates if the call(s) are made before 10:00pm; or

(b) Two hours at overtime rates if the call(s) are made between 10:00pm and 06:00am.

18.2.3 All call outs will be paid at double time, minimum 4 hours

18.2.4 All call outs will attract a 10-hour break.

18.2.5 To facilitate the 10-hour break between finishing work on one day when on call back

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

and commencing the employees planned/rostered shift the following day reasonable travel time of up to one hour to and from home shall be allowed in addition to the 10-hour break. To avoid disputation, reasonable travel time shall be by agreement with the employee's supervisor.

### 18.2.6 Laminex Commitment - Call out protocol

- 18.2.6.1 Laminex tradespersons are given first right of refusal for any call out or overtime situation to ensure that Laminex production minimises down time and maximises running efficiencies.
- 18.2.6.2 Employees are required to enter on the call out board when they are not available to be called. The board then shows by exception who is not available, and the Duty Fitter, Area Coordinator and Shift Manager know who is then left as available to call. The names and numbers of all fitters and electricians will be on the board for easy reference.
- 18.2.6.3 Boards will be located in the Mechanical clean room and Electrical clean room for each respective trade.
- 18.2.6.4 There is no contractual commitment to be available for call out opportunities, although every effort should be made to update the board should plans change. Once the tradesperson has been called and accepted the opportunity to attend site, a verbal undertaking has been made and they are obligated to fulfil their commitments.
- 18.2.6.5 When additional tradespersons are required on site after day shift hours or weekends, approval to call out a tradesperson is the responsibility of the Reliability Leader/s after following the agreed site authorisation process.
- 18.2.6.6 Tradespersons will be identified as eligible to participate in call outs by the Reliability Leaders. Among other considerations eligibility will include recognised skills to conduct trades work on their own, appropriate response times historically, work rosters, needs of the business.
- 18.2.6.7 Call outs will occur after day shift hours and at weekends. All eligible employees may participate. The line manager will call in the first instance.

### 18.2.7 Employee Eligibility – Call Out Protocol

- 18.2.7.1 Employees will not be asked to attend work for more than 12 hours in any day (whether rostered or overtime or both).
- 18.2.7.2 Employees should have at least 10 consecutive hours off between ceasing work on one day and commencing work on the next.
- 18.2.7.3 Payment arrangements are as per Clause 18.2 and Schedule 1 - Clause 2.2.3
- 18.2.7.4 Employees who are unable to attend site at any time will enter their names on the call out roster board as being unavailable, anyone else is available to be called.
- 18.2.7.5 In ordinary circumstances, employees who are called out are not eligible for the next day's call out.
- 18.2.7.6 After employees on call are called and additional tradespersons are required, contractors can be called.
- 18.2.7.7 Shift Tradespersons  
Shift tradespersons are eligible to nominate for call out on 2 of their rostered days off duty during a total period of 4 rostered days off duty.
- 18.2.7.8 Day Shift Employees  
Day Shift Employees are eligible for call out after day shift provided they have not worked overtime in excess of the rostered overtime within the agreed roster pattern for the purposes of fatigue management. Eligibility extends for call outs on Saturdays, Sundays and on their RDO.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 18.3 Safety Boots

- 18.3.1 The parties agree that the site arrangement for issuing safety boots is in the form of a company provided voucher to the value of \$225.00 provided once per calendar year, to be used towards the purchase of safety boots
- 18.3.2 This arrangement is subject to suitable boots being selected for the area of work and will be monitored by the respective line manager to ensure it is not being abused. The purchase of all safety boots is to be approved by the respective line manager.
- 18.3.3 Nothing in this clause reduces the Company's obligations under the Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996 (as amended from time to time).

### 18.4 Uniforms

The Company shall provide employees with the approved company issued clothing on the following basis:

- (1) By point basis.  
First issue: 12 points  
Thereafter: Annually (in January) - 6 points  
Point allocation:
  - Shirts (high visibility), Pants and shorts –1 point;
  - Overalls, jumpers - 2 points; and
  - Drill high visibility jacket, winter high visibility rain jacket, driz a-bone - 3 points
- (2) The Company will replace items on a fair wear and tear system.
- (3) The Company will endeavour to streamline the issue and distribution of uniform issues. Outside influences (supplier of the uniform) may affect this process. The Company will endeavour to utilise Australian made items, where available and cost beneficial.
- (4) Upon the departure of the employee from the Company, during the probationary period or within 3 months of employment, the employee shall 'hand in' all Company named issued clothing.

### 18.5 Protective Equipment

- (1) The Company shall have available a sufficient supply of protective equipment as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gumboots, ear protectors, helmets, or other efficient substitutes thereof) for use by employees when engaged on work for which some protective equipment is reasonably necessary.
- (2) An employee shall sign an acknowledgement when issued with any article of protective equipment and shall return that article to the Company when finished using it or on leaving employment.
- (3) An employee to whom an article of protective equipment has been issued shall not lend that article to another employee and if the employee does, both employees may face disciplinary action.
- (4) An article of protective equipment which has been used by an employee shall not be issued by the Company to another employee until it has been effectively sterilised, but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.
- (5) Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by the Company for employees required to work on live electrical equipment.

## 19 FIT FOR WORK POLICY

Laminex is committed to meet or exceed its legal obligations to provide and maintain a safe and healthy workplace for all employees, contractors and visitors at all of its sites. Part of this commitment is to ensure a safe working environment that is free from drugs, alcohol and fatigue to ensure the wellbeing of employees.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

The Fitness for Work Part A – Alcohol & Drugs Policy Dardanup and Fitness for Work Part B – Fatigue Policy Dardanup are an important part of this commitment. All developments to date have been conducted in consultation with the Employee Consultative Committee (ECC). Any amendments or updates to either Part A or Part B of the policy will be made in consultation with the ECC.

### 20 SHIFT SWAP

The Company agrees that shifts may be “swapped” between two employees subject to the agreement of the relevant line manager as required. It is understood that shift swaps are only possible where the employees are competent.

### 21 SHIFT WORKER COVERAGE

This clause will apply to employees covered by this Agreement who are temporarily engaged on the 12 hour roster to cover a Continuous Shift Worker.

The scenarios below identify that where an employee is engaged on 12 hour shifts (4 on / 4 off), they will be paid for actual weekly hours worked, resulting in “high-low” fortnightly pays (not averaged pays) when working less than eight blocks.

Example scenario conditions are outlined below:

- a) **Day Shift Cover | One Day** - Maintenance Day based employees who cover day shift for one day get paid as per payment and overtime rates outlined in Appendix C2. Following this cover, a 10 hour stand down period is required before the commencement of work on their next rostered day shift, as per their normal working roster. The employee will receive a paid lunch break for each shift worked.
- b) **Day Shift Cover | Two Consecutive Days or More** - Maintenance Day based employees who cover day shift for two days or more get paid as per payment and overtime rates as outlined in Appendix C2. Following this cover, a 10 hour stand down period is required before the commencement of work on their next rostered day shift, as per their normal working roster. The employee will receive a paid lunch break for each shift worked.
- c) **Night Shift Cover | One Night** - Maintenance Day based employees who cover night shift for one night get paid as per payment and overtime rates as per Appendix C2. In addition, a 15% night shift loading is applied for night shifts during the week on ordinary hours. Following this cover, the employee is entitled to one day stand down before commencing work on their next rostered day shift as per their normal working roster as outlined in Appendix C2. If a stand down day lands on an employee's rostered day off the RDO is to be moved to their next rostered day shift, as per their normal working roster. The employee should not be disadvantaged by covering shift. There should be no loss of pay for the dayshift cycle due to shift coverage, i.e. a minimum of 88 ordinary hours applies. The employee will receive a paid lunch break for each shift worked.
- d) **Night Shift Cover | Two Consecutive Nights or More** - Maintenance Day based employees who cover night shift for two nights or more get paid as per payment and overtime rates as outlined in Appendix C2. In addition, a 15% night shift loading is applied for night shifts during the week on ordinary hours. Following this cover, the employee is entitled to two consecutive days stand down (i.e. two rostered shifts) before commencing work on their next rostered day shift as per their normal working roster as outlined in Appendix C2. If a stand down day lands on an employee's rostered day off the RDO is to be moved to their next rostered day shift as per their normal working roster. The employee should not be disadvantaged by covering shift. There should be no loss of pay for the dayshift cycle due to shift coverage, i.e. a minimum of 88 ordinary hours applies. The employee will receive a paid lunch break for each shift worked.
- e) **Shift Cover | One Rostered Block (Two days & Two nights)** - Maintenance Day based employees who cover shift for one rostered block get paid as per payment and overtime rates as outlined in Appendix C2. In addition, a 15% night shift loading is applied for night shifts during the week on ordinary hours. Following this cover, the employee is entitled to two consecutive days stand down (i.e., two rostered shifts) before commencing work on their next rostered day shift as per their normal working roster as outlined in Appendix C2. If a stand down day lands on an employee's rostered day off the RDO is to be moved to their next rostered day shift, as per their normal working roster. The employee should not be disadvantaged by covering shift. There should be no loss of pay for the dayshift cycle due to shift coverage, i.e. a minimum of 88 ordinary hours applies. The employee will

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

receive a paid lunch break for each shift worked.

- f) **Shift Cover | Two Blocks up to Eight Blocks** - Maintenance Day based employees who cover shift for two rostered blocks or more get paid as per the applicable week in Appendix C1 Clause 4 and work as per the hours defined in Appendix C1 Clause 2. Following this cover, the employee is entitled to 4 days off before commencement of their next rostered day shift as per their normal working roster. The employee should not be disadvantaged by covering shift. There should be no loss of pay for the dayshift cycle due to shift coverage, i.e., a minimum of 88 ordinary hours applies. The employee will receive a paid lunch break for each shift worked. Any work completed on a "day off duty" or a "stand down day" to be paid at applicable rates as per Appendix C1 Clause 8.) For the purpose of calculating annual leave accruals, should a Maintenance Employee working Day Work relieve a Continuous Shift Worker position for two (2) or more full blocks (consecutively) then the Employee rostered to work will accrue all leave entitlements at the rate of a Continuous Shift Worker for that period. Shifts of work completed over periods of Public Holidays will be paid as per Appendix C1, Clause 9.
- g) **Shift Cover | Eight Blocks or More** - Maintenance Day based employees who cover shift for eight rostered blocks or more get paid as per Appendix C1 Clause 4 and work as per the hours defined in Appendix C1 Clause 2. The employee will be subject to the pay averaging system that the Shift Workers currently are paid. Following this cover, the employee is entitled to 4 days off before commencement of their next rostered day shift as per their normal working roster. The employee should not be disadvantaged by covering shift. There should be no loss of pay for the dayshift cycle due to shift coverage, i.e., a minimum of 88 ordinary hours applies. The employee will receive a paid lunch break for each shift worked. Any work completed on a "day off duty" or a "stand down day" to be paid at applicable rates as per Appendix C1 Clause 8. Annual Leave accrual will be the same as (f). Shifts of work completed over periods of Public Holidays will be paid as per Appendix C1, Clause 9.

Where a working example of shift coverage has not been reflected above, the employer and employee may agree to an arrangement which varies the effect of certain terms of this clause to meet the genuine individual needs of the employer and the individual employee.

### EXPLANATORY NOTES

- 88 Ordinary Hours - The 88 Ordinary hours comprises of all ORD, ROT 1.5, Sick Leave, Annual Leave & PHOL hours and will not include penalties associated with OT1.5, OT2.0 etc.
- Rostered Day Off (RDO) -In relation to the Rostered Day Off (RDO) for maintenance day based employees that are covering shift in the clauses (f) and (g), there may be times where the employee is unable to take their RDO due to covering shifts that are split across different weeks and pay periods for the purpose of the cover. The employee will have the right to have (1) RDO between the period of transitioning on and off a shift roster arrangement, however will not be entitled to having two (2) RDO's due to spending periods of each respective pay period as a day worker and a shift worker. In the event where the employees normal rostered RDO falls on when shift cover is being completed or on stand down – an arrangement will be made with the respective line manager on the employee taking their RDO when suitable in the respective pay period.

## 22 PUBLIC HOLIDAYS

- 22.1 The following days or the days observed in lieu shall be allowed as holidays without deduction of pay, namely:
- New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, ANZAC Day, Labour Day, WA Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- 22.2 Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.
- 22.3 Any other day or part-day declared or prescribed by or under law of the State to be observed generally within the State (or a region of the State) will be declared as a public holiday, coinciding with the requirements under the Fair Work Act 2009.
- 22.4 When Christmas Day, Boxing Day, New Years Day or ANZAC Day falls on a Saturday

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay.

### 23 DAYS IN LIEU-PUBLIC HOLIDAYS

- 23.1 Continuous shift employees that are not rostered to work on a public holiday are entitled to a day in lieu of eight (8) hours. The taking of these days in lieu require the employee to provide notification of one weeks' notice. Less notice may be agreed to between the employee and the business.
- 23.2 An employee's Public holiday accumulation can reach a maximum 'bank' of 10 days. Once an accumulation has surpassed the maximum the employee has the option of:
  - (a) Reducing the accumulated back to 10 days with the assistance of the Company approving a period of leave.
  - (b) Cash out the amount over the accumulated 'bank' paid at single time hours (no penalties or loadings applied).

### 24 ANNUAL LEAVE AND NON-PRODUCTION PERIODS

- 24.1 All full-time employees covered by this Agreement are entitled to annual leave as outlined in Clause 13 – Leave Entitlements. Annual leave accrues progressively throughout the year and accumulates year to year. Part-time employees accrue leave based on their ordinary hours worked on a pro rata basis. Casual employees are not entitled to paid annual leave.
- 24.2 A loading of 17.5% will be paid whilst day shift employees are on annual leave. Shift Workers (whether on continuous or non-continuous shift work) shall receive a loading equivalent to the shift loading at the time of taking the leave as per Appendix C1 – Clause 5.
- 24.3 Annual leave may be taken by an employee when it has accrued and may be split over a number of occasions, provided that the Company approve the taking of annual leave in line with the business requirements.
- 24.4 The parties to this Agreement agree that:
  - (a) Employees who have more than 10 weeks (for shift-based employees) and 8 weeks (for day-based employees) of total annual leave (this includes entitlement and accrual) are required to schedule and take at least 25% of this annual leave each year.
  - (b) The scheduling and taking of annual leave shall be spread over each calendar 12-month period to avoid the circumstances where there are more than 2 employees per work section rostered to take annual leave at the same time.
  - (c) However, where special circumstances exist and where the employee has obtained written authorisation from the Plant Manager, he or she may accrue annual leave for a maximum period of 2 years, without being required to take such leave. Where the employee has received such authorisation, the employee will agree with the Plant Manager at the time of seeking authorisation, on an agreed date when such annual leave will be taken.
- 24.5 An employee covered by this Agreement, may at the employee's own election but on not more than one occasion in each 12-month period, make a request to the Company in writing, to be able to cash out (or receive pay in lieu of taking) an amount up to a maximum of 2 weeks annual leave (including any annual leave loading normally payable on such leave). The Company may authorise the employee's request and the Company has the right to reject any request for payment. If the request is authorised, the employee is entitled to an equivalent amount of pay to the leave foregone (at a rate that is no less than the rate of pay at the time the election is made) and the employee's leave balance will be reduced by that amount. This cash out will be processed in line with the requirements of the Act, including the requirement for employees to maintain a minimum entitlement of four weeks of annual leave following the processing of the cash out.
- 24.6 Further details concerning Annual Leave are set out in Schedule 1 and the NES.



## **LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023**

- 24.7 The Company may direct an employee to take annual leave during a period in which the Company shuts down the part of the business where the employee works.

Shutdowns (for example annual shuts, annual maintenance) may vary in length and in timing to suit the market demand. This may result in non-production periods as considered appropriate by the Company to meet market demand.

- (a) If an employee is directed to take annual leave by the employer, the employee may preserve 25% (safety net) of the total balance upon employer direction of annual leave entitlement for the Agreement year.

- 24.8 Where an employee does not have enough accrued annual leave to cover the period of the shutdown, the company on application by an employee shall provide the employee with an advance on the accrual of their annual leave up to a maximum advance of 42 hours (1 week) in any one year to cover the period of the shutdown.

Where an employee has been advanced annual leave, they shall not be entitled to take further paid annual leave until the advance has been recredited to cover the leave advanced.

- 24.9 Management will consult with affected employees about the time and length of a shutdown. The Company will provide as much advance notice of a shutdown as possible to the affected employees.

## **25 FLEXIBILITY OF LEAVE**

An employee may apply for leave where the Company shuts its operations for Non-Production periods in accordance with Clause 24, whereby they nominate a period of leave of which some will be paid, and the remainder of time shall be leave without pay or long service leave (if available and in accordance with Legislation). The Company shall in granting the leave, apply the normal processes of leave approval taking into consideration, rostering, other employee leave or absences.

## **26 LONG SERVICE LEAVE**

- 26.1 An employee covered by this Schedule is entitled to long service leave in accordance with the Long Service Leave Act 1958.

- 26.2 The accumulation of long service leave shall be at the rate of 13 weeks leave after 10 years' service.

- 26.3 An employee covered by this Agreement, may at the employee's election but on not more than one occasion in each 12 month period, make a request to the Company to be able to cash out (or receive pay in lieu of taking) an amount of long service leave up to a maximum of two thirds ("2/3s") of the employee's accrued long service leave. The Company may authorise the employee's request and the Company has the right to reject any request for payment. If the request is authorised, the employee is entitled to an equivalent amount of pay to the leave foregone and the employee's leave balance will be reduced by that amount.

- 26.4 Notwithstanding the provisions of clause 26.4, an employee may, without the requirement for the Company to agree, request the cash out of up to 4 weeks accrued long service leave, provided that any such request made under this clause (23.4) shall be included in the calculation of the two thirds ("2/3s") cap on the cashing out of long service leave.

It is also noted that the provisions of this clause, apply only to this initial entitlement to long service leave, that being the accrual of 13 weeks long service leave on the completion of 10 years continuous service, and not to any subsequent entitlement to long service leave

- 26.5 The taking of Long Service Leave, once entitled, can be taken or divided into 3 periods, if desired or any other such period as may be agreed between the Company and the Employee. No period can be less than one week.

## **27 PERSONAL LEAVE**

- 27.1 The Personal leave entitlement for all full-time Employees as outlined in Clause 14 – Leave Entitlements. Personal leave accrues progressively according to the ordinary

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

hours of work and accumulates from year to year. Part time Employees are entitled to a pro rata paid personal leave entitlement based on the ordinary hours worked. Casual employees are not entitled to paid personal leave. Employees may use their personal leave as either sick leave or carers leave.

- 27.2 Paid personal leave is available to full time and part time Employees when the Employee is absent (in accordance with the NES) due to:
- (a) Personal illness or injury (sick leave); or
  - (b) To look after an immediate family or household member who is sick or injured or affected by an unexpected emergency.
- 27.3 Notwithstanding the provisions of Clause 27, the Company may adopt an alternative method of payment of sick leave entitlements where the Company and the majority of the employees so agree.
- 27.4 If in the first or successive years of service with the Company an employee is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid sick leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid sick leave during that year of service.
- 27.5 The employee shall as soon as reasonably practicable advise the Company of his or her inability to attend for work, the nature of the absence and the estimated duration of the absence.
- 27.6 The employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, that the employee was unable to work on the day or days for which personal leave is claimed, because of personal injury or personal illness (personal leave), or to care for members of their immediate family or household who require care due illness or an unexpected emergency (carer's leave)
- 27.7 Where a business has been transmitted from one Company to another and the employee's service has been deemed continuous in accordance with section 6 of the *Long Service Leave Act 1958*, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
- 27.8 The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981*.
- 27.9 The provisions of this clause do not apply to casual employees.
- 27.10 Subject to the provisions of this subclause, the provisions of this clause apply to an employee who is ill or injured during the time when the employee is absent on annual leave, an employee may apply for and the employer shall grant personal leave in place of annual leave.
- (1) Application for replacement shall be made within seven (7) days of resuming work.
  - (2) Replacement of paid annual leave by personal leave shall not exceed the period of personal leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
- 27.11 Unpaid Carer's Leave
- Subject to the evidentiary and notice requirements in 27.6 an employee, including a casual employee, is entitled to unpaid carer's leave of up to two (2) days for each permissible occasion on which a member of the employee's family or household requires care or support because of:
- (a) an illness or injury to the member; or
  - (b) an unexpected emergency affecting the member.
- 27.12 Full time and part time employees must have exhausted all paid personal leave

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

entitlements prior to having an entitlement to access unpaid carer's leave.

### 27.13 Cash Out of Personal leave

#### (a) Payment of Accrued Personal Leave

- (i) Subject to the provisions of the Fair Work Act an employee with more than 126 hours accrued leave is entitled to request to forego an amount of that leave entitlement for an equivalent amount of pay, provided that the employee must retain an accrual of the equivalent of 126 hours of Accrued Personal Leave.

#### (b) Requirements to be satisfied before any payment can be made.

- (i) Any request made pursuant to clause (a) must be in writing by the employee given to the Company.
- (ii) Such payment shall be made at the ordinary rate of pay applicable to the employee at the time the employee makes the request. No loading or penalties are applicable.

Further details concerning Personal Leave are set out in the NES.

An employee's unused personal leave entitlement shall be paid out to them in circumstances of resignation or termination.

## 28. COMPASSIONATE LEAVE

28.1 Compassionate leave shall be provided in accordance with the Act. An Employee is entitled up to 2 days of compassionate leave per occasion when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies; or
- (d) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (e) the employee, or the employee's spouse or de facto partner, has a miscarriage.

28.2 Compassionate leave in other circumstances may also be granted at the discretion of the site management on compassionate grounds.

- (a) If so requested by the Company, the employee shall provide evidence that would satisfy a reasonable person as to:
  - (1) the death that is the subject of the leave sought; and
  - (2) the relationship of the employee to the deceased person.

28.3 Payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with any shift roster or during a period of any of any other kind of leave.

28.4 For the purposes of this clause the pay of an employee employed on shift work shall be deemed to include any usual shift allowance.

28.5 The two days of compassionate leave need not be consecutive.

28.6 Further details concerning Compassionate Leave are set out in the NES

## 29. PARENTAL LEAVE

Parental leave shall be provided in accordance with the NES. Should at the application time, the Employer offer more beneficial parental leave provisions (which may be amended from time to time), those provisions will apply.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 30. EMPLOYEE DEVELOPMENT

- 30.1 Employee Development principles at the site are:
- Evaluation and assessment of employees
  - Interview and discussion of training and learning requirements
  - Agreed plans to develop employees
  - Reviews of the plans and progress by the line manager
- 30.2 The parties recognise that employee development is directed at improving the competitive advantage of the Company and the skills of its employees and therefore note their commitment to training. Training has been provided in continuous improvement techniques as an aid to achieving performance goals set in this and previous agreements.
- 30.3 The parties commit to full support of employee career path development, and to this end no artificial barriers shall prevent such career path development.
- 30.4 Through the consultative process the parties commit to continue to review and develop the training programme for the site.
- 30.5 It is also understood by the parties that training of employees will assist in maintaining a safe work environment and is of critical importance to the success of the operation.
- 30.6 Further it is agreed that the cost of delivering training to employees as part of their skills formation and career path progression must be kept to a reasonable level. This is to ensure that the availability of training is sufficient to satisfy both the company needs and individual expectations of career path progressions.
- 30.7 Therefore it is agreed that the implementation and planning of training must be such so as not to adversely affect the plant operation or financial performance.
- 30.8 The parties agree that they shall endeavour to provide structured and/or accredited training in the fulfilment of this clause
- 30.9 It is agreed that the following payment methods be adopted:
- (1) Training of employees in current tasks. It is agreed that any person on site may be required to undertake training in this category as necessary. Payment will be at ordinary single time.
  - (2) Training to increase skills and career path advancement where this is considered necessary for the business. Payment will be at ordinary single time.
  - (3) Training to increase skills and career path advancement where this is not considered necessary for the business. It is agreed that this training is elective and will be facilitated by the Company where possible. There will be no payment in this instance by the Company including costs associated with attending or course materials.
  - (4) Any employee participating in training as per 30.9 (1) and 30.9 (2) shall suffer no monetary loss while training is in ordinary hours of work.
  - (5) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred with the undertaking of training shall be reimbursed by the Company upon production of evidence of such expenditure. Provided that reimbursement shall be on an annual basis, subject to the presentation of reports of satisfactory progress.
- 30.10 Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the Company.
- 30.11 The Company will make every attempt to schedule training during the ordinary hours of work but may require employees to attend training sessions at other times.
- Structured training time will be paid at ordinary single time rates where required by this clause. Where an employee is required to attend training organised by the Company which occurs outside their rostered hours, overtime rates will apply.

## **LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023**

- 30.12 TAFE or other external courses and associated costs and attendance by employees that fall into category 30.9 (3) above will not be paid for by the Company.
- 30.13 It is agreed, in the relation to continuing an employee's career path that if an employee – (Shift) is accepted into a permanent vacancy (at a lower grade- different area) then the employee is to retain the higher-grade wage. To maintain the knowledge and skill of the employee in the departed area, the Company may utilise this knowledge/skill at call.

### **31. HOURS OF WORK**

- 31.1 The parties to this Agreement agree to the following with respect to scheduling of hours of work
- 31.2 Normal hours of work will be scheduled to allow manning to maximum advantage of the business and to suit market conditions, whilst not compromising the quality of life to employees.
- 31.3 The provision of meal breaks leave, and leisure time will be managed to meet the employee's needs and ensure the on-going efficient operation of the enterprise.
- 31.4 Subject to the employee's contract of employment, other provisions contained in this agreement or other such rosters as agreed between the employees and the Company, normal hours of work are based on the current roster (42 hours average per week ie: 38 ordinary hours plus 4 additional hours at the applicable overtime rate)
- 31.5 It is agreed that the rostered hours of work for all employees subject to this Agreement are required to be an average of 42 hours per week. The parties to this Agreement and the Employees are agreed that the working of the 42-hour week is a reasonable and agreed requirement.

### **32. JOURNEY INSURANCE**

The journey insurance policy maintained by the Company will cover employees for journey insurance and will continue for the duration of this agreement.

### **33. APPROPRIATE BEHAVIOUR IN THE WORKPLACE**

- 33.1 There shall be no bullying, harassment or discrimination against any Employee or potential Employee on grounds such as:
  - (1) Sex, race, disability, religious belief or any other form of direct or indirect discrimination
  - (2) Unwelcome behaviour, inappropriate verbal or written communication, conduct of a sexual nature or any other form of harassment (irrelevant of the intention of the harasser)
  - (3) Repeated behaviours that include victimizing, humiliating, undermine or threaten a person including abuse, isolation, assignment of impossible assignments, deliberately withholding information vital to the successful performance of an employee or any other form of bullying.
- 33.2 Laminex is committed to a policy of equal employment opportunity.
- 33.3 Recruitment and selection for all positions, career development and progression will be determined by personal merit and criteria related to the effective performance of the job.
- 33.4 Any instance of discrimination, harassment, victimisation or bullying shall be considered to be a breach of the appropriate standards of workplace behaviour that the Company requires of all employees.
- 33.5 Where an Employee believes that he or she has suffered discrimination / bullying or has been unlawfully victimised or harassed, they should inform their manager in the first instance.
- 33.6 All matters will be investigated thoroughly and confidentially. Where the complaint is substantiated, steps will be taken to rectify the matter and to avoid recurrence.
- 33.7 Reasonable actions, implemented by the Company to manage the performance or conduct of an employee(s) will not be regarded as constituting harassment, discrimination, victimisation or bullying.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- 33.8 Disciplinary action may be instituted where an Employee is found to have breached the standards of appropriate workplace behaviour.
- 33.9 Laminex may suspend Employees from their employment at any time with pay, if in the reasonable opinion of Laminex the Employee has engaged in misconduct and/or if the circumstances warrant an investigation into any allegations made against the Employee. Separately, or in parallel with any investigation, an employee may not be entitled to receive pay if not "ready willing and able" to work as directed, including in circumstances where the issue being investigated is their fitness to work safely, and the employee does not have sufficient paid personal leave accrued.

### 34. HEALTH & SAFETY - PROTECT

- 34.1 The Company values its employees and acknowledges that they are key to the success of the business. In recognition of this value, the Company believes that safety must come first, in all that we do. The Company will at all times strive to provide a safe workplace that is free from injury or illness.
- 34.2 To demonstrate its commitment to safety, the Company has invested significant resources in a broad range of health, safety and wellbeing programs designed to ensure that the Company builds a culture, which has the safety of employees, visitors and contractors as its highest priority.
- 34.3 The principle goal of all health and safety programs implemented under the umbrella of the Companies overarching initiative of is "Protect" is an unwavering belief that all workplace injuries and illness are preventable.
- 34.4 A cooperative and participative approach to all facets of health, safety and wellbeing in the workplace, will assist in the achievement of a culture where safety integrated in to business practices and performance.
- 34.5 The parties to this Agreement and the Employees will work together and actively participate in all Company health and safety programs and initiatives that support the goal of "Protect".
- 34.6 The Company's commitment to a "Protect" environment means that unsafe practices or behaviour will not be tolerated.
- 34.7 Each employee has the responsibility and accountability to ensure their own behaviours are safe at all times and that any unsafe behaviours or practices are pointed out to fellow employees or line managers.

### 35. SUPERANNUATION & SALARY SACRIFICE

Definitions:

"Approved Fund" means a superannuation fund or scheme that is a complying superannuation fund or scheme within the meaning of the Superannuation Legislation and to which, under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme.

"Eligible employee" means an employee who is entitled to receive Company superannuation contributions in accordance with the Superannuation Legislation.

"Ordinary time earnings" means an employee's Schedule classification rate (including supplementary payment) any regular over-Schedule payment, tool allowance, leading hand allowance and shift loading, including week-end and public holiday rates where the shift worked is part of the employee's ordinary hours of work. All other allowances and payments are excluded.

"Relevant Fund" means an Approved Fund nominated by the employee, which is able to accept contributions from the Company.

"Superannuation Legislation" means the Federal legislation as varied from time to time, governing the superannuation rights and obligations of the parties, which includes 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*.

- 35.1 All employees are eligible to join Australian Super, which is the default fund for the employees covered by this Agreement.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- (1) Should an employee not wish to join the fund above the employee is able to exercise choice of Superannuation fund.
  - (2) In the absence of a nomination by the Employee, and where they have no existing fund for contributions to be stapled to, contributions will be paid into the Employer's default fund.
  - (3) The Company will make superannuation contributions for a sum that is sufficient for the Company to avoid a tax penalty or charge pursuant to the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee Administration Act 1992 (Cth) (the "**Superannuation Guarantee Contributions**") to the fund that the employee has elected to join, or to Australian Super if no election has been made.
- 35.2 Company contributions shall be paid on a monthly basis for each week of service that the eligible employee completes with the Company.
- 35.3 No contributions shall be made for periods of unpaid leave, or unauthorised absences in excess of 38 ordinary hours or for periods of employees' compensation in excess of 52 weeks.
- 35.4 No contributions shall be made in respect of annual leave paid out on termination or any other payments on terminations.
- 35.5 Employees may nominate an approved fund or scheme into which the contributions by the Company on behalf of the employee will be made.
- 35.6 Subject to the Trust Deed to the Fund of which an employee is a member, the following provisions will apply:
  - (1) Paid Leave

Contributions must continue whilst a member of a Fund is absent on annual leave, personal leave, long service leave, public holidays, jury service, compassionate leave, or other paid leave.
  - (2) Unpaid Leave

Contributions will not be required in respect of any period of absence from work without pay of one day or more.
  - (3) Work Related Injury or Illness

If an eligible employee's absence from work being due to work related injury or work-related illness, contributions at the normal rate must continue for the period of the absence provided that:

    - (a) the member of the fund is receiving workers' compensation payments or is receiving regular payments directly from the Company in accordance with statutory requirements or the provisions of this Schedule;
    - (b) the person remains an employee of the Company.
- Nothing contained herein shall serve to reduce any superannuation entitlement which an employee was receiving at the time this clause became effective
- 35.7 In addition to the Superannuation Guarantee Contributions made by the Company, employees will be able to sacrifice a set amount of their pay each week into their superannuation fund. This sacrifice will be pre-tax and is subject to the following conditions:
  - (a) Employees will elect a set weekly dollar amount to be sacrificed into a nominated superannuation fund. The amount and fund will remain fixed for one year from the date of nomination.
  - (b) The amount elected in sub-clause (a) above, will take into account the lowest amount of pay that the employee could earn in any week (ie 38 ordinary single hours should they be on workers' compensation or other standard deductions such as child maintenance payments.)
  - (c) At the time of election as per sub-clause (a) above, the employee must supply written confirmation from their nominated superannuation fund stating that the fund will accept additional contributions.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- (d) This sacrifice arrangement will be optional and will be offered to employees once a year.
- (e) Where an employee sacrifices a component of their salary towards additional superannuation under the provisions of this clause, the minimum rate of wage payable to that employee in each week shall be reduced by the commensurate amount.

### 36. REDUNDANCY

The redundancy agreement attached as Appendix A will form part of the provisions of this agreement.

### 37. SHIFT HAND-OVER PAYMENT

The shift hand-over payment will be paid in line with the following table.

Notwithstanding the following table, all overtime (of less than or more than 15 minutes) is to be approved by the employee's supervisor.

Minutes past the hour (6am or pm)	Payment
1 – 4	Nil
5 – 9	5 minutes at overtime rates
10 – 12	10 minutes at overtime rates
13 – 15	15 minutes at overtime rates

### 38. PROTECTION OF EMPLOYEE ENTITLEMENTS

Laminex acknowledges the concerns of employees regarding the protection and preservation of accrued employee entitlements and fully supports the Federal Governments on-going maintenance and enhancement of the Fair Entitlements Guarantee (FEG) scheme.

The Company is a part of a publicly listed corporation that is required by law to publish an audited annual report, which outlines its financial position, including accruals for employees' statutory entitlements.

The Company and its directors will continue to ensure that it makes sufficient provision to meet its obligations regarding accrued employee entitlements.

In all previous instances where the Company has implemented business closures and/or retrenchments, the Company has without exception, ensured that all employees receive 100% of their accrued entitlements.

In the event of the closure and or the sale of part or all of the Company's Plant, the Company guarantees that it has sufficient provision to cover and pay all relevant employee entitlements.

As a part of ensuring that employees remain informed of the Company's financial position, the Company commits to the on-going provision of summarised financial performance information relevant to the Company as a whole ( in line with the reporting requirements of both the Australian and New Zealand Stock Exchanges), via meetings with the Employee Consultative Committee. After the preparation of the Annual Accounts and the Half Yearly Results, a presentation to the Consultative Committee emphasising assets, liabilities, employee entitlements and the company financial performance will be provided.

### 39. PROBATION PERIOD

The first 6 months of a new employee's employment is subject to a probation period. Employment may be terminated by the Company with one week's notice during the probation period.

### 40. ALLOWANCES PRESERVED

Employees classified in accordance with this Agreement, who commenced employment with the Company prior to the 2<sup>nd</sup> of September 2007, will maintain an entitlement to the following allowances:

- (1) An allowance of \$10 per week to any employee who has greater than 2 years of continuous service; and



## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- (2) An allowance of \$10 per week (in addition to the allowance payable under 40.1) to any employee who has greater than 10 years continuous service;

Employees, who have commenced or will commence employment after the 2<sup>nd</sup> of September 2007, are not entitled to any of the allowances listed in Clause 40.

### 41. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 41.1 An employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms of this agreement which the employer and the individual employee may arrange to vary the effect of are listed below:
- Part time employment
  - Ordinary hours of work
- 41.2 The employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement. Upon request, Employees may be represented by their union or other representative at every stage of this process. If an employee has nominated the Union, or another person, as their representative, the Union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of an individual flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to an individual flexibility arrangement.
- 41.3 The arrangement between the employer and the individual employee must:
- (a) Only be about one or more of the terms listed in clause 41.1; and
  - (b) Result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
  - (c) Be about matters that would be permitted matters if the arrangement were included in this enterprise agreement; and
  - (d) Not include a term that would be an unlawful term if the arrangement were included in this enterprise agreement;
  - (e) Be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (f) Set out each term of this agreement that the employer and the individual employee have agreed to vary;
  - (g) Set out how the application of each term has been varied by the arrangement.
  - (h) Set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (i) State the date the arrangement commences to operate.
- 41.4 The employer is responsible for ensuring that all of the requirements of clause 41.3 are met.
- 41.5 The employer must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.
- 41.6 Except as provided in clause 41.3 (e) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 41.7 An employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 41.8 The arrangement may be terminated:
- (a) by the employer or the individual employee giving 28 days' notice of termination,

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

in writing, to the other party (if the individual employee was represented in negotiating the arrangement the union or other representative, must also be given notice of its proposed termination); or

- (b) at any time, by written agreement between the employer and the individual employee.

41.9 This clause relates to reaching individual agreement to vary the effect of provisions in the Agreement. The right to make an individual flexibility arrangement pursuant to the clause is in addition to and does not in any way affect or limit flexibilities or changes that arise from applying other terms of this Agreement or its schedules.

41.10 This clause is to be read to ensure that strict right of entry requirements under the Fair Work Act is complied with.

### 42. TRANSITION TO RETIREMENT

An employee may request a flexible working arrangement to facilitate their transition to retirement. The employee must submit their request in writing outlining their proposal on how this transition could be achieved including addressing the key criteria of achieving this with minimal cost impact and disruption to the continuous operation of our plant. This proposal will be considered in line with the employee's personal circumstances and the operational requirements of the business. A response will be provided in writing by the Company within 21 days of receiving the written request. While all flexible working requests will be considered, approval will be at the absolute discretion of Laminex. All parties acknowledge that each situation will be treated on its merits and requires the explicit agreement of both parties.

### 43. CONSULTATION IN RELATION TO MAJOR CHANGE (MODEL CLAUSE)

43.1 Employer to notify

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any, including the union. Where possible and appropriate, the employer will endeavour to notify changes when there is a final proposal, prior to the making of decisions about how the change is to be implemented, so that consultation can occur and proper consideration can be given to measures to mitigate any adverse effects.

**Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs or the introduction or significant variation of any policy or procedure relating to drug and alcohol testing of employees.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

43.2 Employer to discuss change

The employer must discuss with the employees affected and their representatives, if any, including the union, the introduction of the changes referred to in clause 43.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 43.1.

For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

The Employer and the employees and the union must act in good faith in relation to the consultation process provided in this clause. 'Good faith' includes obligations to meet, disclose relevant information (other than confidential information the disclosure of which is contrary to the employer's interests), genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

- 43.3 This clause is to be read to ensure that strict right of entry requirements under the Fair Work Act is complied with.

### 44. ALLOWANCES

Unless otherwise expressly included or provided for in this Agreement, the rates of pay contained in Appendix B (and the rates of pay as adjusted from time to time by any wage increases provided for in this Agreement) are inclusive of any and all allowances (of any nature whatsoever) that may have previously applied and/or that employees may have previously been entitled to or received.

For clarification, the following allowances are included in the rates of pay contained in Appendix B (and the rates of pay as adjusted from time to time by any wage increases provided for in this Agreement):

1. Tool Allowance;
2. Wesfi Tool Allowance;
3. Area Allowance;
4. All Machines Allowance;
5. Hydraulic / PLC Allowance;
6. A-Grade Electrical Allowance (Electrical Trades only);
7. First Aid Allowance (Electrical Trades only);
8. 6 month and 12 month service pay;
9. Sixth shift allowance (Continuous Shift Employee Only);

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

#### **Preserved Allowances (Not "all purpose")**

Note: These allowances are not "all purpose" allowances and are payable in addition to the employee's ordinary rate. Amounts are included in Appendix B.

<b>Allowance</b>	<b>Eligibility Criteria</b>
First Aid Allowance	Applies only to Mechanical Fitter employees who hold a Senior First Aid Certificate or equivalent, and who have been appointed by the employer to perform first aid duties.
Supervisory Allowance (S4)	Maintenance Tradespersons appointed by the employer to supervise other employees on a temporary / relief basis
Supervisory Allowance (S5 – Supervisor in Training)	Maintenance Tradespersons appointed by the employer to undertake on-the-job training as a supervisor of other employees
Car Allowance	Where an employee is required and authorised to use his or her own motor vehicle in the course of the employee's duties.
Dogging Allowance	Applies to employees who have a current licence and who use the qualification in their job.  Paid on all hours worked as per Appendix B – Wage Rate Table.
Rigging Allowance	Applies to employees who have a current licence and who use the qualification in their job.  Paid on all hours worked as per Appendix B – Wage Rate Table. Not payable concurrently with Dogging allowance, either one or the other dependent on the highest level of qualification.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Allowance	Eligibility Criteria
Crane Allowance	Applies to employees who have a current licence and who use the qualification in their job.  This is paid on a weekly basis as per Appendix B – Wage Rate Table.

### Preserved Allowances (“All Purpose”)

Note: These allowances are “all purpose” allowances and are included within the employee's ordinary rate. Amounts are included in Appendix B.

Supervisory Allowance (S4)	Maintenance Tradespersons appointed by the employer to supervise other employees on a permanent basis.
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## 45. NATURAL DISASTER LEAVE

- 45.1 Employees unable to attend work due to natural disasters, such as fires, flooding or storms, have the option of requesting payment for any such absences up to three (3) days per annum and will make up that paid time within three (3) months from the paid absence(s).
- 45.2 Employees who elect to be paid the ‘natural disaster option’ (referenced above) will be paid normal ordinary hours (ie paid as per shift) as follows:
- (1) 7 day continuous shift employees (12 ordinary hours/day); and
  - (2) Day Workers (either 8 or 10 ordinary hours/day depending on the day of the week as per Appendix C2).
- 45.3 The employee would be required to work (make up) those days on their days off and perform any task, which they are competent to perform (this may not be in their normal work area nor performing a task they would otherwise have performed during their normal hours of work).
- 45.4 Employees would still have the option of requesting the day to be paid as Rostered Day Off (RDO), Annual Leave or Long Service Leave as per Policy.

## 46. COMMUNITY SERVICE AND JURY SERVICE LEAVE

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

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

## 47. DOMESTIC VIOLENCE LEAVE

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

## 48. NOTICE BOARD

The Company shall provide a noticeboard for the posting of notices by representatives of employees, provided that such notices shall be relevant to the employment of the employees.

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 49. SIGNATORIES TO THE AGREEMENT

**SIGNED on behalf of and with the authority of Laminex by:**

Signature of the Authorised person:	
Name in Full:	
Position:	
In the presence of this Witness:	
Signature of Witness:	
Name in Full:	
Address:	
On this date:	

**SIGNED on behalf of and with the authority of the AMWU:**

Signature of the Authorised person:	
Name in Full:	
Position:	
In the presence of this Witness:	
Signature of Witness:	
Name in Full:	
Address:	
On this date:	

**SIGNED on behalf of and with the authority of the CEPU:**

Signature of the Authorised person:	
Name in Full:	
Position:	
In the presence of this Witness:	
Signature of Witness:	
Name in Full:	
Address:	
On this date:	

# LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## APPENDIX A - REDUNDANCY

### 1. DEFINITION

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

- (a) a specific job no longer being required to be performed by the employee undertaking such job, or;
- (b) a reduction in the amount of work available to an employee or employees because of technical and/or mechanical changes, or;
- (c) reduced work being available because of economic or market conditions, or;
- (d) restructuring of the enterprise and/or reorganisation of work systems or staffing arrangements, or
- (e) the sale, transmission, assignation (whether immediate or not) of a part or whole of the business; and
- (f) no suitable alternative employment has been offered to the employee by the Company within the Company or, in the case of the sale, transmission or assignation (whether immediate or not) of the whole or part of the business by the Company to another company (hereinafter called the "new employer"), no suitable alternative employment (inclusive of recognition of prior service and continuity of service) has been offered to the employee by the new employer.

For the purposes of the agreement the Company includes Laminex and all related companies.

### 2. APPLICATION

- 2.1 This Appendix shall apply only in those circumstances described in Clause 1 (a) to (f) above.
- 2.2 This Appendix does not apply to employees who leave the Company under circumstance of:
  - (i) Resignation;
  - (ii) Dismissal; or
  - (iii) Retirement.
- 2.3 Apprentices retrenched under this Appendix will be paid at the apprentices' ordinary rate of pay.
- 2.4 This Appendix shall not apply to temporary, fixed term, probationary or casual employees or employees retired on grounds of ill health or employees whose employment is terminated as a consequence of poor performance or misconduct on the part of the employee.

### 3. SUITABLE ALTERNATIVE EMPLOYMENT

In the determination of what is "suitable alternative employment", all of the circumstances of the employee's existing role and the role offered will be considered. The following considerations will apply:

- Remuneration/rate of pay: A comparable role may include a role that is remunerated to the same or a different value or has a change in the rate of pay.
- Reporting Lines / Level of Responsibility: A comparable role may involve a role with changed reporting requirements, a change in the role title and a change in the status of the role.
- Duties: A new role will be comparable if the duties are broadly similar to those of the existing role and are within the range of duties for which the employee has the necessary competencies or would have the necessary skills and competencies with a reasonable amount of training.
- Location: Where a change of location is required, a comparable position includes a role in the same city as the existing role. If relocation to another city is required, and this is not acceptable to the employee, then the role will not be a comparable or similar position.

# LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## 3.1 Changes to remuneration or rates of pay

- 3.1.1 Where the Company transfers the employee to a position within the Company at the same site at a comparable remuneration or rate of pay, that position shall be considered suitable alternative employment.
- 3.1.2 Where the Company transfers an employee to a position within the Company at the same site at a lower rate of pay that position shall be considered suitable alternative employment and the Company will either:
  - (i) Maintain the employee's rate until such a time as it equals or exceeds the new classification rate of pay.
  - (ii) Make a 'once only' payment in recognition of the reduction in the employee's classification rate of pay. The amount of the 'once only' payment shall be mutually agreed between the parties at the time of accepting the position.
- 3.1.3 Where the Company and the employee agree to transfer the employee to a position within the Company at another site at the same, lesser or greater remuneration or rate of pay, that position is then deemed to be suitable alternative employment and all terms and conditions of employment associated with the new position shall prevail over this agreement.

## 3.2 Transfer to another site without relocation of usual residence

Where the Company transfers an employee to a position at another site within the Company, which does not involve relocating their usual place of residence, the employee will be entitled to undertake a four week familiarisation period, for both the employer and employee to determine the suitability of the position.

The familiarisation period shall apply on the following basis:

- 3.2.1 Should either the Company or the employee find that the employment is unsuitable during the familiarisation period, the employee's services may be retrenched without loss of entitlement to redundancy payments under this agreement calculated to the date when service actually ends. Any time worked during the familiarisation period will not be counted towards the notice period. The notice period shall commence on the notification of redundancy given by either party during the familiarisation period.
- 3.2.2 This clause will only apply if the distance between the employee's normal place of work and the other operation is greater than ten (10) kilometres. If the distance is less than ten (10) kilometres, the other operation will be considered as the same site.

## 3.3 Payments made for travel during the familiarisation period

Where the Company transfers an employee to a position at another site that does not involve relocation of permanent residence or elects to undertake the familiarisation period as outlined in this clause, that employee will be entitled to one of the following payments:

- (a) Where an employee uses public transport and as a result of their transfer to another site, they incur extra public transport costs, the employee will be entitled to reimbursement of those extra costs only, or;
  - (b) Where an employee uses their own vehicle and as a result of their transfer to another site, they are required to travel extra kilometres, that employee will be entitled to be reimbursed only for those extra kilometres travelled at a rate of 48 cents per kilometer.
- 3.3.1 The number of extra kilometres used in calculation of any payment made under this clause must be agreed on between the employee and his/her manager and appropriate receipts are to be shown.
  - 3.3.2 This clause shall apply for a maximum period of four weeks from the time of the transfer.
  - 3.3.3 This clause will only apply if the distance between the employee's normal place of work and the new site is greater than ten (10) kilometres. If the distance is less than ten (10) kilometres, the other operation will be considered as the same site

## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 4. CONSULTATION AND SELECTION PROCESS

When determining those employees to be retrenched, the Company shall consult primarily with affected employees and with the site consultative committee and where requested, any representative of the employee.

The primary focus of selection criteria for determining whom to retrench will be on retaining those employees with the best skills and capabilities to perform the job. Other selection criteria and the selection process will be developed in consultation with the employees and, where requested, their representative.

Where two or more employees are considered to be equal after application of the agreed selection criteria, then the Company will consider those employees that volunteer for redundancy.

### 5. MAJOR CHANGE

So as to allow time for alternatives to redundancy to be considered, where appropriate the Company will advise the employees and where requested their representative when major change that will have significant effect on employees is being planned. In any event, when the Company has made a definite decision to invoke the provisions of this agreement, the Company will consult with the employees directly affected and where requested, their representative.

Significant effect will include termination of employment, major changes in composition, operation or size of the workforce or skill levels required, elimination or reduction of job or promotional opportunities or job tenure, alteration of hours of work, need for retaining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where Schedule 1 makes provision for alteration of any of the matters referred to in this sub-clause such alteration shall be deemed not to have "significant effect".

This clause is to be read to ensure that strict right of entry requirements under the Fair Work Act is complied with.

### 6. PERIOD OF NOTICE

The period of notice given by the Company to terminate the employment of an employee shall be:

1 year or less of continuous service	1 weeks notice
1 year up to completion of 3 years continuous service	2 weeks notice
3 years up to completion of 5 years continuous service	3 weeks notice
5 years and over of continuous service	4 weeks notice

For employees with more than 2 years of continuous service and who are over 45 years of age at the time of giving of notice, an additional one weeks' notice shall be given.

For employees with more than 2 years of continuous service and who are over 55 years of age at the time of giving of notice, an additional two weeks' notice shall be given.

Notice given under this clause will be in lieu of (and not cumulative with) notice required to be given under Schedule 1.

Where notice has been given in accordance with this clause, the Company may at any time terminate the employment immediately by payment to the employee of the sum equal to pay which would have accrued to the employee during the balance of the required notice period or during the balance of the period until the employee's resignation takes effect under clause 7 below (for this purpose, the pay is the employee's ordinary weekly rate of pay at 38 hours).

### 7. EMPLOYEES UNDER NOTICE

The Company will provide an itemised statement of all payments due to each employee who is under notice of redundancy. The employee will receive this statement within seven working days of receiving notice.

An employee who has been given notice of redundancy may, with the agreement of the Company, elect to resign prior to the effective date of the employees' redundancy notice. In



## LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

such cases, any payments arising under this Appendix will be calculated to the date the resignation takes effect.

Should an employee under notice die prior to the nominated date of redundancy, all benefits of this agreement to which the employee was entitled shall be paid directly to the employee's legal dependent or, if the employee had no legal dependents, all benefits will be paid to the estate of the employee.

### **8. ASSISTANCE**

During the period of notice of redundancy given by the Company an employee shall be allowed a maximum of one day's (eight hours) time off during each week of notice without loss of his or her ordinary time rate of pay to seek other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

If an employee has been allowed paid leave for more than one day during the notice period to seek employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. The acceptance of proof of attendance is at the sole discretion of the Company.

The Company shall give to the employee, not later than the time of redundancy, a certificate of service in writing indicating the period of employment and the reason for the redundancy.

### **9. LONG SERVICE LEAVE**

Long Service Leave entitlements will be paid out to retrenched employees on a pro-rata basis from the fifth completed year of service.

### **10. SUPERANNUATION**

Superannuation benefits will not be limited or offset against redundancy payments provided for in this Appendix.

### **11. REDUNDANCY PAY**

In addition to other payments prescribed herein redundant/retrenched employees will be paid as follows:

(a) 3 weeks' pay for each year of continuous service calculated on a pro rata basis.

(b) For the purposes of sub-clause (a) hereof a maximum of 75 weeks' pay will apply.

For the purposes of this clause, "weeks' pay" will mean the employee's ordinary weekly rate of pay at 38 hours, including shift allowances but excluding penalty rates.

#### **11.1 Continuous Shift Workers (12 Hour Arrangements)**

To remove any doubt the weekly rate of pay that applies to Redundancy Pay for Continuous Shift Workers would be 38 hours plus 27.6% that is 48.48 hours per week. Notice pay would be at the shift rate.

#### **11.2 Day Workers**

To remove any doubt the weekly rate of pay that applies to Redundancy Pay for Day Workers would be 38 hours. Notice shall be paid at the average rostered rate.

### **12. SICK LEAVE**

Outstanding sick leave entitlements accrued shall be paid on redundancy of each employee retrenched in accordance with this agreement at the ordinary time hourly rate of pay for the employee's classification.

### **13. BENEFITS**

The benefits provided for in this Appendix shall be the actual benefits paid and no additional claim/s with respect to the subject matter of this Appendix will be made during the currency of this Appendix.

## **LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023**

### **14. OUTPLACEMENT SERVICES**

The Company will provide outplacement services to employees retrenched under the provisions of this Appendix. The nature and length of outplacement services provided will be at the discretion of the Company.

## APPENDIX B – WAGE RATE TABLE

		Base Rate	Effective from first full pay period on or after Commencement of Agreement 4% increase	Effective from first full pay period on or after 01/06/2024 4% increase	Effective from first full pay period on or after 01/06/2025 4% increase					
Mechanical & Electrical Trades		Mechanical	Electrical	Mechanical	Electrical	Mechanical	Electrical	Mechanical	Electrical	
C10		\$ 41.07	\$43.74	\$42.71	\$45.49	\$44.42	\$47.31	\$46.20	\$49.20	per hour
C9		\$43.11	\$45.92	\$44.83	\$47.76	\$46.63	\$49.67	\$48.49	\$51.65	per hour
C8		\$44.86	\$48.12	\$46.65	\$50.04	\$48.52	\$52.05	\$50.46	\$54.13	per hour
C7		\$46.92	\$50.30	\$48.80	\$52.31	\$50.75	\$54.40	\$52.78	\$56.58	per hour
C6		N/A	\$54.67	N/A	\$56.86	N/A	\$59.13	N/A	\$61.50	per hour

Apprentices Four Year Term		Mechanical	Electrical	Mechanical	Electrical	Mechanical	Electrical	Mechanical	Electrical	
1st year	50%	\$20.53	\$21.87	\$21.35	\$22.74	\$22.21	\$23.65	\$23.09	\$24.60	per hour
2nd year	60%	\$24.63	\$26.24	\$25.62	\$27.29	\$26.64	\$28.38	\$27.71	\$29.52	per hour
3rd year	80%	\$32.85	\$35.00	\$34.16	\$36.40	\$35.53	\$37.86	\$36.95	\$39.37	per hour
4th year	90%	\$36.95	\$39.36	\$38.43	\$40.93	\$39.97	\$42.57	\$41.56	\$44.27	per hour
Adult Apprentice	90%	\$36.95	\$39.36	\$38.43	\$40.93	\$39.97	\$42.57	\$41.56	\$44.27	per hour

Three Year Term										
1st year	60%	\$24.63	\$26.24	\$25.62	\$27.29	\$26.64	\$28.38	\$27.71	\$29.52	per hour
2nd year	80%	\$32.85	\$35.00	\$34.16	\$36.40	\$35.53	\$37.86	\$36.95	\$39.37	per hour
3rd year	90%	\$36.95	\$39.36	\$38.43	\$40.93	\$39.97	\$42.57	\$41.56	\$44.27	per hour
Adult Apprentice	90%	\$36.95	\$39.36	\$38.43	\$40.93	\$39.97	\$42.57	\$41.56	\$44.27	per hour

Stores and Support										
S1		\$34.86		\$36.25		\$37.70		\$39.21		per hour
S2		\$31.56		\$32.82		\$34.14		\$35.50		per hour
Site Lubrication		\$35.89		\$39.94		\$41.03		\$42.67		per hour

Allowances									
Car	\$0.91		\$0.95		\$0.98		\$1.02		per km
Crane	\$11.32		\$11.77		\$12.24		\$12.73		per week
Dogging	\$0.16		\$0.17		\$0.17		\$0.18		per hour
Rigging	N/A		\$0.25		\$0.26		\$0.27		per hour
First Aid	\$13.65		\$14.20		\$14.76		\$15.35		per week
Supervisory Allowance (S4)	\$3.09		\$5.00		\$5.20		\$5.40		per hour
Supervisory Allowance (S5)	\$1.12		\$1.16		\$1.21		\$1.26		per hour

**Notes:**

All rates apply from the first full pay period commencing on or after the dates above

Percentages for Apprentices refer to the appropriate % of the C10 rate

For a 3-and-a-half-year apprenticeship use the Four Year Term rates with a 6 month credit for the first year

Dogging and Rigging allowances are independent, and cannot be paid simultaneously (either one or the other based on qualifications, but not both)

# THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## APPENDIX C1 – 12 HOUR SHIFT ARRANGEMENTS

Appendix to Laminex Dardanup Plant Maintenance Agreement 2023

The arrangements contained in this attachment have been agreed between the parties to apply to the Dardanup Site to employees working 12 hour shifts in the form of 4 days on 4 days off. ("12 hour shifts")

Where any term or conditions described in this attachment are inconsistent with the terms and conditions in the Enterprise Agreement ("EA") then this Appendix will apply to the extent of the inconsistency. In principle this attachment has been prepared as a summary of the EA conditions that apply on 12 hour shifts. This appendix will have the same period of application as the Enterprise Agreement

### 1. 12 Hour Shift Roster

Employees engaged on this roster work an 8 week cycle. The ordinary hours of work are 12 hours each day an employee is rostered to work.

D designates a 12 ordinary hour shift commencing at 6 am and finishing at 6 pm.

N designates a 12 ordinary hour shift commencing at 6 pm and finishing at 6 am.

### 2. Hours will be worked as follows:

Hours Worked							
	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Week 1	D	D	N	N			
Week 2		D	D	N	N		
Week 3			D	D	N	N	
Week 4				D	D	N	N
Week 5					D	D	N
Week 6	N					D	D
Week 7	N	N					D
Week 8	D	N	N				

### 3. Payment.

This roster includes 42 hours work each week on average. The 4 hours worked in excess of the 38 ordinary hour week will be paid as overtime. For each 12-hour shift worked the last 1.1425 hours of each shift will be regarded as overtime.

In addition to the ordinary time rate of pay, each ordinary hour worked on each shift on this roster will attract the following loadings:

Shifts commencing at 6am Monday to Friday (Day Shift)	0%
Shifts commencing at 6pm Monday to Friday (Night Shift)	15%
Shifts commencing at 6 am or 6pm Saturday	50%
Shifts commencing at 6 am or 6pm Sunday	100%

As shown in the table below payments for working this roster will be calculated and averaged so that the pay each week is the same average amount each week of the 8 week cycle.

Where an employee works hours that are exceptions to this roster the average pay will be amended taking into account entitlements actually earned in lieu of the rostered hours earned and adjustments, up or down, will be paid in the following pay.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 4. Calculation of the Average Pay

Weeks	Hours Worked	Overtime Hours	Ord Hours Paid	Sat Loading 50%	Sun Loading 100%	Night Shift 15%	Overtime Extra Payment	Total Weekly Paid Hours
Week 1	48	4.57	43.43		10.8575	3.25725	9.14	66.68475
Week 2	48	4.57	43.43			3.25725	9.14	55.82725
Week 3	48	4.57	43.43			3.25725	9.14	55.82725
Week 4	48	4.57	43.43	5.42875		1.62862	9.14	59.62737
Week 5	36	3.43	32.57	5.42875			6.86	44.85875
Week 6	36	3.43	32.57	5.42875	10.8575		6.86	55.71625
Week 7	36	3.43	32.57	5.42875	10.8575	1.62862	6.86	57.34487
Week 8	36	3.43	32.57		10.8575	3.25725	6.86	53.54475
	336	32	304	21.715	43.43	16.2862	64	

The total payment for working this roster (before exceptions) is established by adding the hours earned, that is the sum of 304+21.715+43.43+16.2862+64.

The total of 449.4312 hours is then divided by 8 to establish the average weekly paid hours (56.1789hours) which will then be multiplied by the employee's base hourly rate to provide the weekly average gross pay.

### 5. Annual Leave Payment

- a. For annual leave accruing from 3 September 2011 the following apply.

The Annual Leave entitlement is 192 hours per annum.

Annual leave will be taken by the roster; that is in blocks of 4 days of 12 hours (48 hours). Single days (12 hours) may also be taken by agreement.

For each day 12 hours will be deducted from the annual leave balance. Payment for each of these hours of annual leave will be at the ordinary hourly rate of pay plus an annual leave loading of the equivalent to the shift loading of 47.82% in lieu of the EA rate of 17.5% annual leave loading.

At the commencement of the operation of this Appendix or when existing employees commence shift work under this Appendix an adjustment to annual leave hours will be made to ensure the accrued annual leave value is preserved. Due to the higher annual leave loading paid under this Appendix the leave balance will reduce in hours. If an employee moves to a different roster arrangement such as day work the same exercise will be performed but in reverse resulting in an increase in annual leave hours.

- b. Notwithstanding the above employees who had an annual leave accrual at as the 3 September 2011 had the option of utilising their accrued leave of days at either 8.4 hours or 12 hours pay. Regardless of the option the loading will be 25 %.
- c. Annual Leave on termination for an employee on shift work will include the shift loading applying to the leave accrued. To avoid any doubt, leave accrued before 3 September 2011 will attract a loading of 25% and leave accrued after 3 September 2011 will attract loading of 47.82%

### 6. RDO

This roster does not provide for accrual of RDO's.

### 7. Personal Leave

The Personal Leave entitlement is 84 hours per annum. Where an employee is absent for a 12 hour shift 12 hours will be paid as personal leave and 12 hours deducted from the Personal Leave balance. The rate of pay that applies on Personal Leave is the base rate. Where an employee is absent on a day where a weekend or shift loading applies these premiums will be deducted from the next pay.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 8. Overtime

Overtime for additional hours worked will be at double time, i.e. double the ordinary hourly rate, as applies for continuous shift workers.

Public holiday overtime is paid at double time and a half, after 12 hours is worked.

### 9. Public Holidays

Additional payments for working a Public Holiday will be calculated according to the following

(1) If employee is rostered **on for day shift on a weekday**

- (a) And does not work (i.e. takes the Public Holiday), then they have the day off without loss of pay
- (b) And works 12 hours, an additional payment for 10.8575 hours at time and a half and 1.1425 hours at half time would be paid that is 16.8575 additional hours

(2) If employee is rostered on for **night shift on a weekday**

- (a) And does not work i.e. takes the Public Holiday, then they have the day off without loss of pay
- (b) And works 12 hours, an additional payment for 10.8575 hours at time plus 35% and 1.1425 hours at half time would be paid that is 13.0290 additional hours

(3) If employee is rostered on for a Saturday

- (a) And does not work i.e. takes the Public Holiday, then they have the day off without loss of pay
- (b) And works 12 hours, an additional payment for 10.8575 hours at time and 1.1425 hours at half time would be paid that is 11.4287 additional hours

(4) If employee is rostered on for a Sunday

- (a) And does not work i.e. takes the Public Holiday, then they have the day off without loss of pay
- (b) And works 12 hours, an additional payment for 12 hours at half time would be paid that is 6 additional hours

### 10. Superannuation Contributions

The company contributions to superannuation to satisfy the Superannuation Guarantee is based on the average pay for the entire shift, that is with 47.82% loading plus any amounts required to comply with SGC legislation.

# THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## APPENDIX C2 – DAY WORK ARRANGEMENTS

Appendix to The Laminex Dardanup Plant Maintenance Agreement 2023 ("EA")

The arrangements contained in this attachment have been agreed between the parties to apply to the Dardanup Site to employees working day work. Day work involves an average of a 42 hour week, with one day off scheduled within each 2 week period.

Where any term or conditions described in this attachment are inconsistent with the terms and conditions in the EA then this Appendix will apply to the extent of the inconsistency. In principle this attachment has been prepared as a summary of the EA conditions that apply for employees engaged on day work. This appendix will have the same period of application as the Enterprise Agreement.

### 1. Day Work Schedule Rostered hours of work

Employees engaged on this day work schedule work over a 2 week cycle.

RDO's are coordinated on a routine fortnightly basis, i.e. a Monday or Friday each fortnight. See Clause 6 of this Appendix for details.

The RDO cycle will be advised to the employees in advance.

Hours as outlined in Clause 2, include a 30 minute unpaid lunch break.

### 2. Hours of Work

Electrical and mechanical hours of work are as follows:

Monday	6.00am to 2.30pm
Tuesday	6.00am to 4.30pm
Wednesday	6.00am to 4.30pm
Thursday	6.00am to 4.30pm
Friday	6.00am to 2.30pm

Stores hours of work are as follows. This is to maximise the opening hours of the stores.

	Week 1		Week 2	
	Employee 1	Employee 2	Employee 1	Employee 2
Monday	6.00am to 2.30pm	7.00am to 3.30pm	6.00am to 2.30pm	7.00am to 3.30pm
Tuesday	6.00am to 4.30pm	7.00am to 5.30pm	6.00am to 4.30pm	7.00am to 5.30pm
Wednesday	6.00am to 4.30pm	7.00am to 5.30pm	6.00am to 4.30pm	7.00am to 5.30pm
Thursday	6.00am to 4.30pm	7.00am to 5.30pm	6.00am to 4.30pm	7.00am to 5.30pm
Friday	RDO	7.00am to 3.30pm	6.00am to 2.30pm	RDO

### 3. Payment

This roster includes 42 hours work each week on average. The hours worked in excess of the 38 ordinary hour week will be paid as overtime. For each 8 hour day, the first 7.11 hours are paid at ordinary time and 0.89 paid at time and one half. For a 10 hour day worked, the first 9.11 hours are paid at ordinary time and 0.89 paid at time and one half.

As shown in the table below payments for working this roster will be calculated over the 2 week cycle.

Where an employee works hours that are exceptions to this roster the average pay will be amended taking into account entitlements actually earned in lieu of the rostered hours earned and adjustments, up or down, will be paid in the following weeks' pay.



## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 4. Calculation of the Average Pay

HOURS WORKED			HOURS PAID			
Days	Daily	Weekly	Ordinary Hours	OT Hours	OT @ 1.5	Weekly
Sun		46				
Mon	8		7.11	0.8900	1.3350	
Tues	10		9.11	0.8900	1.3350	
Wed	10		9.11	0.8900	1.3350	
Thurs	10		9.11	0.8900	1.3350	
Fri	8		7.11	0.8900	1.3350	
Sat		38	41.6	4.45	6.675	46
Sun						
Mon	8		7.11	0.8900	1.3350	
Tues	10		9.11	0.8900	1.3350	
Wed	10		9.11	0.8900	1.3350	
Thurs	10		9.11	0.8900	1.3350	
Fri	RDO		0	0	0	
Sat			34.4	3.56	5.34	38
Per Fortnight	84	84	76.0	8.01	12.015	88
Average per week		42	Total hours paid per fortnight:			88

The total payment for working this schedule (before exceptions) is established by adding the hours earned, that is the sum of 76 + 12 = 88.

The total of 88 hours is then divided by 2 to establish the average weekly paid hours (44 hours) which will then be multiplied by the employee's base hourly rate to provide the weekly average gross pay.

### 5. Annual Leave Payment

The Annual Leave entitlement is 4 weeks at 42 hours being 168 hours per annum.

Annual leave taken on a Monday or Friday will be deducted as 8 hours and annual leave taken on a Tuesday, Wednesday or Thursday will be deducted as 10 hours from the annual leave balance. Payment for each of these hours of annual leave will be at the ordinary hourly rate of pay plus an annual leave loading of 17.5%.

### 6. RDO

- 6.1 One RDO will apply each 2 week cycle. The company will schedule each employee's RDO on a Friday or Monday. A substitute RDO may be agreed between the parties from time to time.
- 6.2 Where mutually agreed between an employee and the Company, the employee may request to work their RDO. An alternative day is to be arranged between the employee and their supervisor within the fortnightly cycle or alternatively, this can be banked with a cap of 5 days bankable.
- 6.3 Where an employee is requested to work their RDO, the employee has the option of having the hours paid as overtime, arranging an alternative day to be taken within the fortnightly cycle, or banking the worked hours to be taken at alternative time by agreement with the employer. All RDOs are banked at single time, with a cap of 5 days bankable.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

6.4 Where an RDO falls on a public holiday another day will be substituted within the fortnight, without loss of pay.

Week	Group 1	Group 2	Group 3	Group 4
1	Monday RDO	Friday RDO		
2			Monday RDO	Friday RDO

### 7. Personal Leave

The Personal Leave entitlement is 84 hours. Where an employee is absent on a Monday or Friday, they will be paid 8 ordinary hours. Where an employee is absent on a Tuesday, Wednesday or Thursday, they will be paid 10 ordinary hours. The Personal Leave balance will be reduced by the same amount.

### 8. Overtime

Overtime for additional hours worked:

- a. On an 8 hour day will be paid as time and one half for 1.11 hours and then double time thereafter.
- b. On a 10 hour day will be paid as time and one half for 1.11 hours and then double time thereafter.

Saturday, Sunday, and Public Holiday overtime rates are as per the EA.

### 9. Public Holidays

Additional payments for working a Public Holiday will be calculated according to the following

- (1) If an employee is rostered on for day shift on a weekday:
  - (a) And does not work (i.e. takes the Public Holiday), then they have the day off without loss of pay.
  - (b) And works on a public holiday, payment at double time and one half is paid at 8 hours on a Monday or Friday and 10 hours for a Tuesday, Wednesday, or Thursday.

### 10. Day Work Arrangement

Due to the ordinary hours worked each day not being equal, the parties agree that in calculating the average hours worked in the fortnight there may be instances where the ordinary hours are either over or under 84 ordinary hours in the period. This is due to the hours required to be accrued to enable an RDO to be take.

In instances where this occurs, employees will be paid at leave 84 ordinary hours for the fortnight (noting that a full fortnight worked without the taking of any leave has the equivalent of 88 paid hours). Employees will not be required to either make up or pay back these hours.

Any overtime worked (including overtime worked as part of the 84 hour fortnight) will be paid as per Clause 8 – Overtime of the Appendix C2.

The effect of this clause will not cause financial detriment to any employee or result in substantial changes to the Agreement.

# THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## SCHEDULE 1

### **ARRANGEMENT**

1.	DEFINITIONS AND CLASSIFICATION STRUCTURE .....	42
2.	HOURS OF WORK & OVERTIME .....	48
3.	SHIFT WORK .....	54
4.	PART TIME EMPLOYMENT .....	55
5.	PAYMENT OF WAGES .....	56
6.	SPECIAL ALLOWANCES AND FACILITIES .....	58
7.	FARES AND TRAVELLING TIME .....	58
8.	ANNUAL LEAVE .....	59
9.	DISTANT WORK .....	62
10.	CONTRACT OF SERVICE.....	63

# THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

## 1. DEFINITIONS AND CLASSIFICATION STRUCTURE

### 1.1 General

- (1) "Apprentice" means an apprentice under the Vocational Education and Training Act 1996.
- (2) "Casual Employee" means an employee engaged and paid as such.

### 1.2 Classification Structure and Definitions:

- (1) The following classifications specify skill and training standards and broad areas of work. The definitions recognise the National Broad Base, National Engineering Production Certificate and National Metal and Engineering Curricula modules as recognised and accredited in Western Australia by Western Australia Department of Training and Workforce Development or its successor.
- (2) Classifications are based on the progressive acquisition of modules of skill and/or training and application of skills and form the career path which determines the pay rate structure.
- (3) Reclassification shall be on the basis of skills obtained through accredited and / or other agreed training.
- (4) Appointment to any wage level in the classification structure is contingent upon such additional work being available and required to be performed by the Company.

<u>Wage Group</u>	<u>Classification Title</u>	<u>Minimum Training Requirement</u>
*C 5	Advanced Engineering Tradesperson - Level II	Advanced Certificate or 15 modules or equivalent
*C 6	Advanced Engineering Tradesperson - Level I	First Year of Advanced Certificate of 12 Modules or equivalent
C 7	Engineering Tradesperson Special Class - Level II	Nine Modules or equivalent
C 8	Engineering Tradesperson Special Class - Level I	Six Modules or equivalent
C 9	Engineering Tradesperson – Level II	Three Modules or equivalent
C 10	Engineering Tradesperson - Level I Engineering / Production Employee	Trade Certificate or 24 Modules of an Engineering / Production Certificate or equivalent
C 11	Engineering/Production Employee - Level IV	16 Modules of an Engineering / Production Certificate OR equivalent

\* Refer to definitions re the training requirements.

### 1.3 Wage Group C11

- (1) Engineering/Production Employee - Level IV (Relativity to C10 - 92.4%)  
An Engineering/Production Employee - Level IV has completed 16 Modules towards an Engineering Production Certificate II or equivalent training so as to enable the employee to perform work within the scope of this Level.
- (2) At this Level an employee performs work above and beyond the skills of an employee at C12 and to the level of the employee's training:
  - (a) Works from complex instructions and procedures.
  - (b) Assists in the provision of on-the-job training to a limited degree.
  - (c) Co-ordinates work in a team environment or works individually under general supervision.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- (d) Is responsible for assuring the quality of his or her own work.
- (3) Indicative of the tasks which an employee at this Level may perform are the following:
  - (a) Uses precision measuring instruments.
  - (b) Machine setting, loading and operation.
  - (c) Rigging (certificated).
  - (d) Inventory and store control, including -
    - (i) licensed operation of all appropriate materials handling equipment;
    - (ii) use of tools and equipment within the scope of (basic non-trades) maintenance;
    - (iii) computer operation at a level higher than that of an employee at C12 Level.
  - (e) Intermediate keyboard skills.
  - (f) Basic engineering and fault-finding skills.
  - (g) Basic quality checks on the work of others.
  - (h) Is licensed and certified for forklift, engine driving and crane driving operations to a level higher than C12.
  - (i) Has a knowledge of the Company's operations as it relates to production processes.
  - (j) Lubricates production machinery equipment.
  - (k) Assists in the provision of on-the-job training in conjunction with tradespersons and supervisor/trainers.

### 1.4 Wage Group C10

- (1) Engineering Tradesperson - Level I
  - An Engineering Tradesperson - Level I holds a Trade Certificate or Tradesperson's Rights Certificate as an:
  - Engineering Tradesperson (Electrical/Electronic) - Level I; or
  - Engineering Tradesperson (Mechanical) - Level I; or
  - Is able to exercise the skills and knowledge of that trade.
- (2) An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of the employee's training:
  - (a) Understands and applies quality control techniques.
  - (b) Exercises good interpersonal and communications skills.
  - (c) Exercises keyboard skills at a level higher than C11.
  - (d) Exercises discretion within the scope of this grade.
  - (e) Performs work under limited supervision, either individually or in a team environment.
  - (f) Operates all lifting equipment incidental to the employee's work.
  - (g) Performs non-trade tasks incidental to the employee's work.
  - (h) Performs work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
  - (i) Is able to inspect products and/or materials for conformity with established operational standards.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 1.4.1 Production Systems Employee

- (1) A Production Systems employee, while still being primarily engaged in engineering/production work, applies the skills acquired through the successful completion of an Engineering/Production Certificate Level III or equivalent in the production, distribution or stores functions according to the needs of the enterprise.
- (2) A Production Systems employee works above and beyond an employee at C11 and to the level of the employee's training:
  - (a) Understands and applies quality control techniques.
  - (b) Exercises good interpersonal communications skills.
  - (c) Exercises discretion within the scope of this grade.
  - (d) Exercises keyboard skills at a level higher than C11.
  - (e) Performs work under general supervision, either individually or in a team environment.
  - (f) Is able to inspect products and/or materials for conformity with established operational standards.
- (3) Indicative of the tasks which an employee at this Level may perform are as follows:
  - (a) Approves and passes first off samples and maintains quality of product.
  - (b) Works from production drawings, prints or plans.
  - (c) Operates, sets up and adjusts all production machinery in a plant, including production process welding to the extent of training.
  - (d) Can perform a range of engineering maintenance function including:
    - (i) removal of equipment fastenings, including use of destructive cutting equipment;
    - (ii) lubrication of production equipment;
    - (iii) running adjustments to production equipment.
  - (e) Operates all lifting equipment.
  - (f) Basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians.
  - (g) Understands and applies computer techniques relating to production process operations.
  - (h) First class engine driver's certificate.
  - (i) Has high level stores and inventory responsibilities beyond the requirements of an employee at C11.
  - (j) Assists in the provision of on-the-job training in conjunction with tradespersons and trainers.
  - (k) Has a sound knowledge of the Company's operations as it relates to the production process.

### 1.5 **Wage Group C9**

- (1) Engineering Tradesperson - Level II

(Relativity to C10 - 105%)

- An Engineering Tradesperson - Level II is an:
- Engineering Tradesperson (Electrical/Electronic) - Level II; or

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- Engineering Tradesperson (Mechanical) - Level II; or
  - Who has completed the following training requirement, including appropriate on-the-job training:
  - Three appropriate modules in addition to the training requirements of C10 Level;
  - And, where practical, the modules should be identified in the Enterprise Training Programme.
- (2) An Engineering Tradesperson - Level II works above and beyond a Tradesperson at C10 and to the level of the employee's training:
- (a) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
  - (b) Exercises discretion within the scope of this grade.
  - (c) Works under general supervision, either individually or in a team environment.
  - (d) Understands and implements quality control techniques.
  - (e) Provides trade guidance and assistance as part of a work team.
  - (f) Exercises trade skills relevant to specific requirements of the enterprise at a level higher than Engineering Tradesperson - Level I.
- (3) Tasks which an employee at this Level may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed.

### 1.6 Wage Group C8

- (1) Engineering Tradesperson Special Class - Level I (Relativity to C10 - 110%)
- An Engineering Tradesperson Special Class - Level I means an:
  - Engineering Tradesperson Special Class (Electrical/Electronic) - Level I; or
  - Engineering Tradesperson Special Class (Mechanical) - Level I, or
  - Who has completed the following training requirements including appropriate on-the-job training:
  - Six appropriate modules in addition to the training requirements of C10 Level;
  - And, where practical, the modules should be identified in the Enterprise Training Programme.
- (2) An Engineering Tradesperson Special Class - Level I works above and beyond a Tradesperson at C9 and to the level of the employee's training:
- (a) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
  - (b) Provides trade guidance and assistance as part of a work team.
  - (c) Assists in the provision of training in conjunction with supervisors and trainers.
  - (d) Understands and implements quality control techniques.
  - (e) Works under limited supervision, either individually or in a team environment.
- (3) The following tasks are indicative of what an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:
- (a) Exercises high precision trade skills using various materials and/or specialised techniques.
  - (b) Performs operations on a CAD/CAM (Computer Aided Drafting/Computing

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Aided Manufacturing) terminal in the performance of routine modifications to NC/CNC (Numerical Control/Computer Numeric Control) programmes.

- (c) Installs, repairs, maintains, tests, modifies, commissions and/or fault-finds complex machinery and equipment which utilises hydraulic and/or pneumatic principles and, in the course of such work, reads and understands hydraulic and pneumatic circuitry which controls fluid power systems.
- (d) Works on complex or intricate circuitry which involves examining, diagnosing, and modifying systems comprising inter-connected circuits.

### 1.7 Wage Group C7

- (1) Engineering Tradesperson Special Class - Level II (Relativity to C10 - 115%) an Engineering Tradesperson Special Class - Level II means an:
  - Engineering Tradesperson Special Class (Electrical/Electronic) - Level II; or
  - Engineering Tradesperson Special Class (Mechanical) - Level II; or
  - Who has completed the following training requirement, including appropriate on-the-job training:
  - Three appropriate modules which are qualitatively higher than, and in addition to, the training requirements of C 8 Level;
  - And, where practical, the modules should be identified in the Enterprise Training Programme.
- (2) An Engineering Tradesperson Special Class - Level II works above and beyond a Tradesperson at C8 and to the level of the employee's training:
  - (a) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
  - (b) Is able to provide trade guidance and assistance as part of a work team.
  - (c) Provides training in conjunction with supervisors and trainers.
  - (d) Understands and implements quality control techniques.
  - (e) Works under limited supervision, either individually or in a team environment.
- (3) The following tasks are indicative of what an employee at this Level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:
  - (a) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.
  - (b) Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.
  - (c) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.
  - (d) Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.
  - (e) Exercises intermediate CAD/CAM skills in the performance of routine modifications to programmes.
  - (f) Works on complex or intricate interconnected electrical circuits at a Level above C8.
  - (g) Works on complex radio/communication equipment.

### 1.8 Wage Group C6

- \* The Advanced Certificates and Associate Diplomas noted in this definition do not



## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

equate to existing TAFE qualifications of the same name and possession of such qualifications does not of itself justify classification of an employee at this level.

- (1) Advanced Engineering Tradesperson - Level I (Relativity to C10 - 125%) An Advanced Engineering Tradesperson Level I means an:

- Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
- Advanced Engineering Tradesperson (Mechanical) - Level I; or
- Who has completed, (including appropriate on-the-job training):
  - 12 modules of an Advanced Certificate; or
  - 12 modules of an Associate Diploma; or
  - equivalent accredited training,

and, where practical, the modules should be identified in the Enterprise Training Programme.

- (2) An Advanced Engineering Tradesperson - Level I works above and beyond a Tradesperson at C7 and to the level of the employee's training:

- (a) Undertakes quality control and work organisation at a Level higher than C7.
- (b) Provides trade guidance and assistance as part of a work team.
- (c) Assists in the training of employees in conjunction with supervisors/trainers.
- (d) Performs maintenance planning and predictive maintenance work other than in technical fields.
- (e) Works under limited supervision, either individually or in a team environment.
- (f) Prepares reports of a technical nature on specific tasks or assignments as directed.
- (g) Exercises broad discretion within the scope of this Level.

- (3) The following are indicative of tasks which an employee at this Level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- (a) Work on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.
- (b) Work on instruments which make up a complex control system that utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.
- (c) Application of computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for Level C7.
- (d) Work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

### 1.9 Wage Group C5

\* The Advanced Certificates and Associate Diplomas noted in this definition do not equate to existing TAFE qualifications of the same name and possession of such qualifications does not of itself justify classification of an employee at this level.

- (1) Advanced Engineering Tradesperson - Level II (Relativity to C10 - 130%) An Advanced Engineering Tradesperson - Level II means an:

- Advanced Engineering Tradesperson (Electrical/Electronic) Level II; or

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- Advanced Engineering Tradesperson (Mechanical) - Level II or
  - who has completed (including appropriate on-the-job training) -
    - an Advanced Certificate; or
    - 15 modules of an Associate Diploma; or
    - equivalent accredited training,
    - and, where practical, the modules should be identified in the Enterprise Training Programme.
- (2) An Advanced Engineering Tradesperson - Level II works above and beyond a Tradesperson at C6 and to the level of the employee's training:
- (a) Provides technical guidance or advice within the scope of this level.
  - (b) Prepares reports of a technical nature on specific tasks or assignments as directed, or within the scope of discretion at this level.
  - (c) Has an over-all knowledge and understanding of the operating principle of the systems and equipment on which the Tradesperson is required to carry out the task.
  - (d) Assists in the provision of on-the-job training in conjunction with supervisors and trainers.
- (3) The following are indicative of the tasks an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:
- (a) Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.
  - (b) Sets up, commissions, maintains and operates sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than C6.
  - (c) Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.
  - (d) Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

## 2. HOURS OF WORK & OVERTIME

### 2.1 HOURS

- 2.1.1 (1) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.
- (2) Subject to the provisions of 2.1.3 and 2.1.4 the ordinary hours of the work shall be an average of 38 per week to be worked on one of the following bases.
- (a) 38 hours within a work cycle not exceeding seven (7) consecutive days; or
  - (b) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
  - (c) 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
  - (d) 152 hours within a work cycle not exceeding twenty-eight (28) consecutive days; or
  - (e) where the ordinary hours being worked each day are in accordance with

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- 2.1.1 (5)(b), any other work cycle during which a weekly average of 38 ordinary hours are worked; or
- (f) for the purposes of 2.1.3(6) any other work cycle during which a weekly average of 38 ordinary hours are worked as may be agreed in accordance with 2.1.3(6).
- (3) The ordinary hours of work may be worked on any or all days of the week, Monday to Friday inclusive, and except in the case of shift employees, shall be worked between the hours of
- 6.00 a.m. and 6.00 p.m. Provided that the provisions of this subclause may be altered by agreement between the Company and the majority of employees in the plant, section or sections concerned.
- (4) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
- (5) The ordinary hours of work prescribed herein shall not exceed ten (10) any day. Provided that:
- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement between the Company and the majority of employees in the plant, section or sections concerned; and
- (b) by arrangement between the Company and the majority of employees in the plant, section or sections concerned, ordinary hours, not exceeding twelve (12) on any day, may be worked subject to:
- (i) the Company and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;
- (ii) proper health monitoring procedures being introduced;
- (iii) suitable roster arrangements being made; and
- (iv) proper supervision being provided.
- (6) Other than in the case of Continuous Shift Workers, the ordinary hours of work shall be consecutive except for a meal interval which shall not exceed one hour, and -
- (a) An employee shall not be compelled to work for more than five (5) hours without a meal interval except where an alternative arrangement is entered into as a result of discussions.
- (b) By arrangement between the Company and the majority of employees in the plant, section or sections concerned, an employee or employees may be required to work in excess of five (5) hours, but not more than six (6), at ordinary rates of pay without a meal break.
- (c) The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
- (d) The Company may stagger the time of taking a meal or rest break to meet operational requirements.
- (e) Day workers shall be allowed a rest period of 7 minutes (which shall count as time worked), during the time between commencement of work and meal interval and a further period of 7 minutes (which shall count as time worked) between the cessation of the meal interval and the time of ceasing work. Provided that by agreement between the Company and the majority of employees in a section or sections of the Plant, the two 7 minutes rest periods, may be combined into a single 15 minute rest period which may be taken either in the 1<sup>st</sup> or 2<sup>nd</sup> half of the day's shift.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- (f) When an employee is required to work 12 or more hours, the employee shall be entitled to 3 x 20 minutes breaks (which shall count as time worked) during the shift.
- (g) When an employee is required for duty during the employee's usual meal interval and the meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.
- (7) Continuous shift workers shall be entitled to 3 x 20 minutes breaks (which shall count as time worked) during each rostered shift.
- (8) (a) As the majority of employees at the Plant are not subject to this Schedule, the ordinary working hours of an employee who is employed on maintenance work may be worked from Monday to Saturday noon, inclusive, but only if
  - (i) the employee is paid at the rate of time and one quarter for ordinary hours worked on Saturdays up to 12 noon;
  - (ii) the ordinary hours of the aforesaid majority may include work on Saturdays; and
  - (iii) the business of that establishment is carried on Saturdays.
- (b) Notwithstanding the provisions of this Schedule contained elsewhere than in this paragraph, when New Year's Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday an employee who does not work on that Saturday is nevertheless entitled to be paid for each of the two weeks preceding that Saturday the ordinary weekly wage and the starting and/or finishing time on any day or days in those two weeks may be varied by the Company so that the ordinary hours usually worked by an employee between Monday and Friday (both inclusive) may be increased in each of those weeks by the ordinary hours usually worked by that employee on Saturday.

This paragraph does not apply to a casual employee.

- 2.1.2 (1) The provisions of this subclause apply only to employees engaged on continuous shift work.
- (2) Subject to the provisions of 2.1.3 the ordinary hours of continuous shift employees shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in twenty-eight (28) consecutive days.
- Provided that, where the Company and the majority of the employees covered by this Schedule agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds twenty-eight (28) consecutive days.
- (3) The ordinary hours of work prescribed herein shall not exceed ten (10) on any day. Provided that -
- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to agreement between the Company and the majority of employees to whom this Schedule applies; and
  - (b) by agreement between the Company and the majority of employees to whom this Schedule applies, ordinary hours, not exceeding twelve (12) on any day, may be worked subject to -
    - (i) the Company and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 Hour Shifts;
    - (ii) proper health monitoring procedures being introduced;
    - (iii) suitable roster arrangements being made; and

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- (iv) proper supervision being provided.
  - (c) Subject to the provisions of 2.1.2(3)(a) and 2.1.2(3)(b), twelve (12) hour shifts may be worked.
- 2.1.3 (1) Except as provided in 2.1.3(3) the method of implementation of the 38 hour week may be any one of the following:
  - (a) by employees working less than eight (8) ordinary hours each day; or
  - (b) by employees working less than eight (8) ordinary hours on one (1) or more days each week; or
  - (c) by fixing one (1) day of ordinary working hours on which all employees will be off duty during a particular work cycle; or
  - (d) by rostering employees off duty on various days of the week during a particular work cycle so that each employee has one day of ordinary working hours off duty during that cycle; or
  - (e) except in the case of continuous shift employees where the ordinary hours of work are worked within an arrangement as provided in 2.1.3(1)(c) or 2.1.3(1)(d), any day off duty shall be arranged so that it does not coincide with a holiday prescribed in Clause 23 - Public Holidays of this Agreement.
- (2) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the Plant.
- (3) On each occasion which a casual employee is required to attend work, the employee must be paid for a minimum of 4 consecutive hours work. In order to meet their personal circumstance a casual employee may request, and the Company may agree to an engagement for no less than 3 consecutive hours.
- (4) Notice of Days off Duty.

Except as provided in 2.1.3(5) and 2.1.3(6) in cases where, by virtue of the arrangement of ordinary hours an employee, in accordance with 2.1.3(1)(c) and 2.1.3(1)(d), is entitled to a day off duty during the work cycle, then such employee shall be advised by the Company at least four (4) weeks in advance of the day to be taken off duty provided that a lesser period of notice may be agreed by the Company and the majority of employees in the plant or section or sections concerned.
- (5)
  - (a) The Company, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with 2.1.3(1)(c) and 2.1.3(1)(d), for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
  - (b) The Company and employee may by agreement substitute the day the employee is to take off for another day.
- (6) Flexibility in relation to rostered days off.
  - (a) Notwithstanding any other provision in this clause, where the hours of work of an establishment, plant or section are organised in accordance with 2.1.3(1)(c) and 2.1.3(1)(d) the Company and the majority of employees in the plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

Where an employee accesses their banked rostered day off hours, payment shall be at 8 hours. In the event that an employee decides to take the day as 10 hours as per their roster, they shall either access the additional 2 hours from their accrual hours or supplement the hours by annual leave only or leave without pay.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Accessing these hours shall be by agreement and processing through the payroll system.

Where such agreement has been reached the accrued rostered days off must be taken within twelve (12) months from the date of agreement and each twelve (12) months thereafter.

### 2.2 OVERTIME

2.2.1 (1) The provisions of this subclause apply to all employees other than those engaged on continuous shift work.

(2) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with Clause 2.1 - Hours.

(3) (a) Work done on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.

(b) Work done on any day prescribed as a holiday under this Schedule shall be paid for at the rate of double time and a half.

(4) Work done on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter but this paragraph does not apply in a case to which 2.1.1(4) or 2.1.1(7) of Clause 2.1 - Hours applies.

(5) In computing overtime each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purposes of this subclause.

2.2.2 (1) The provisions of this subclause apply only to employees engaged on continuous shift work.

(2) Subject to the provisions of 2.2.2(3) all time worked in excess of or outside the ordinary working hours, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where an employee is called upon to work a sixth shift in not more than one week in any four weeks, when the employee shall be paid for such shift at time and a half for the first four hours and double time thereafter.

For the purposes of this subclause, ordinary hours shall mean the hours of work fixed in an establishment in accordance with 2.1.3 of Clause 2.1 - Hours.

(3) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates:

(a) if it is due to private arrangements between the employees themselves; or

(b) if it does not exceed two hours and is due to a relieving employee not coming on duty at the proper time; or

(c) if it is for the purpose of effecting the customary rotation of shifts.

2.2.3 (1) The provisions of this subclause apply to all employees.

(2) (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten (10) consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this paragraph, be released

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on 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 released from duty and shall then be entitled to be absent for such period of ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (d) Where an employee (other than a casual employee or an employee engaged on continuous shift work) is called into work on a Sunday or holiday prescribed under this Schedule preceding an ordinary working day, the employee shall, wherever reasonably practicable, be given ten consecutive hours off duty before the employee's usual starting time on the next day. If this is not practicable, then the provisions of 3.2.3(3)(b) and 2.2.3(3)(c) shall apply, the necessary changes having been made.
  - (e) The provisions of this paragraph shall apply in the case of shift employees who rotate from one shift to another, as if eight (8) hours were substituted for ten hours when overtime is worked -
    - (i) for the purpose of changing shift rosters; or
    - (ii) where a shift employee does not report for duty; or
    - (iii) where a shift is worked by arrangement between the employees themselves.
  - (f) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this paragraph when the actual time worked is less than three hours on such recall or on each of such recalls.
- (4) When an employee is recalled to work after leaving the job:
- (a) the employee shall be paid for at least three (3) hours at overtime rates;
  - (b) time reasonably spent in getting to and from work shall be counted as time worked.
- (5) When an employee is instructed by the Company to hold in readiness at the employee's place of residence or other agreed place of residence for a call to work after ordinary hours, the employee shall be paid at ordinary rates for the time the employee so holds in readiness.
- (6) Subject to the provisions of 2.2.3(7), an employee required to work overtime for more than two (2) hours shall be supplied with a meal by the Company or be paid \$15.01 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required, the employee shall be supplied with each such meal by the Company or be paid \$15.01 for each meal so required.
- (7) The provisions of 2.2.3(6) do not apply:
- (a) in respect of any period of overtime for which the employee has been notified of the requirement on the previous day or earlier.
  - (b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which the employee can reasonably go home.
- (8) If an employee to whom 2.2.3(7)(a) applies has, as a consequence of the notification referred to in that paragraph, provided a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, the employee shall be paid, for each meal provided and not required, the appropriate amount prescribed in 2.2.3(6).
- (9) (a) The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

such requirements.

- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the Plant;
  - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (c) The assignment of overtime by the Company to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.
- (d) No employee or employees covered by this Schedule, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

2.2.4 The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this Schedule, for any work except and to the extent that the provisions of of Clause 6 Special Allowances and Facilities of this Schedule and Clause 18 of the Agreement apply to that work.

### 3. SHIFT WORK

- 3.1 The provisions of this clause apply to shift work whether continuous or otherwise.
- 3.2 The Company may work the Plant on shifts but before doing so shall give notice of the intention to the employee or employees concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- 3.3 (1) Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provision of 3.3(1) shall be as if that number of consecutive shifts were substituted for five (5) consecutive shifts.
- (2) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the Company observes a shut down for the purpose of allowing a 38 hour week or on any holiday.
- 3.4 Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this Schedule, to have been worked on the following day.
- 3.5 A shift employee when on afternoon or night shift shall be paid, for such fifteen per cent (15%) more than the employee's ordinary rate.
- 3.6 (1) All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows -

Saturday - at the rate of time and one half.



## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Sunday - at the rate of double time

Holidays - at the rate of double time.

- (2) These rates shall be paid in lieu of the shift allowances prescribed in 3.5.
- (3) Provided that the provisions of this subclause may be altered by agreement between the Company and the majority of employees concerned where they have reached agreement to vary the ordinary hours of work under Clause 2.1 - Hours of this Schedule.

- 3.7 A continuous shift employee who is not required to work on a holiday which falls on the employee's rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.

### 4. PART TIME EMPLOYMENT

- 4.1 A part time employee may be engaged to work for a constant number of hours each week which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

- 4.2 A part-time employee must be engaged and paid for a minimum of 4 consecutive hours per shift. In order to meet their personal circumstance, a part-time employee may request, and the company may agree to an engagement of no less than 3 consecutive hours per day or shift.

- 4.3 An employee so engaged shall be paid per hour at the rate prescribed in Appendix B for the classification in which the employee is engaged.

- 4.4 An employee engaged on a part time basis shall be entitled in respect of annual leave, public holidays, personal leave and compassionate leave arising under this Schedule payment on a proportionate basis calculated as follows:

- (1) Annual Leave

Where a part time employee is entitled to a payment, either on termination or for the purpose of annual leave or at a close down, then the payment of 2.923 hours' pay prescribed by 8.10(b) of Clause 8 - Annual Leave shall be in respect of each cumulative period of 38 ordinary hours worked during the qualifying period.

- (2) Public Holidays

A part time employee shall be allowed the holidays prescribed by Clause 23 - Public Holidays and Clause 8 - Annual Leave without deduction of pay in respect of each holiday which is observed on a day ordinarily worked by the part time employee.

- (3) Absence Due to Personal Leave

Notwithstanding the provisions of Clause 27 - Personal Leave the accrual of 1.4615 hours pay for each completed week of service shall be calculated on the average number of ordinary hours worked each week.

- (4) Compassionate Leave

Where a part time employee would normally work on either or both of the two ordinary working days' entitlement in accordance with Clause 29 - Compassionate Leave of this Schedule the employee shall be entitled to be absent on compassionate leave on either or both of those two working days without loss of pay for the day or days concerned.

- (5) Overtime

A part time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 2.2 - Overtime of this Schedule.

### 5. PAYMENT OF WAGES

- 5.1 Each employee shall be paid the appropriate rate shown in the Agreement to which this

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Schedule is attached.

### 5.2 Wages shall be paid as follows:

#### (1) Actual 38 ordinary hours

In the case of an employee who works 38 ordinary hours each week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week or fortnight.

#### (2) Average of 38 ordinary hours

Subject to 5.3 and 5.4, in the case of an employee who works an average of 38 ordinary hours each week during a particular work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

#### SPECIAL NOTE - Explanation of Averaging System

As provided in 5.2(2) an employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid the wage on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week. An explanation of the averaging system of paying wages is set out below:

(a) Clause 3.1 - Hours in 2.1.3(1)(c) and 2.1.3(1)(d) provides that in implementing a 38 hour week the ordinary hours of an employee may be arranged so that the employee is entitled to a day off, on a fixed day or rostered day basis, during each work cycle. It is in these circumstances that the averaging system would apply.

(b) If the 38 hour week is to be implemented so as to give an employee a day off in each work cycle this would be achieved if, during a work cycle of 28 consecutive days (that is, over four consecutive weeks) the employee's ordinary hours were arranged on the basis that for three of the four weeks the employee worked 40 ordinary hours each week and in the fourth week worked 32 ordinary hours. That is, the employee would work for 8 ordinary hours each day, Monday to Friday inclusive for three weeks and 8 ordinary hours on four days only in the fourth week – a total of 19 days during the work cycle.

(c) In such a case the averaging system applies and the weekly wage rates for ordinary hours of work applicable to the employee shall be the average weekly wage rates set out for the employee's classification and shall be paid each week even though more or less than 38 hours are worked that week.

In effect, under the averaging system, the employee accrues a "credit" each day the employee works actual ordinary hours in excess of the daily average which would otherwise be 7 hours 36 minutes. This "credit" is carried forward so that in the week of the cycle that the employee works only four days, the actual pay would be for an average of 38 ordinary hours even though, that week, the employee works a total of 32 ordinary hours.

Consequently, for each day an employee works 8 ordinary hours the employee accrues a "credit" of 24 minutes (0.4 hours). The maximum "credit" the employee may accrue under this system is 0.4 hours on 19 days; that is, a total of 7 hours 36 minutes.

(d) As provided in 5.3, an employee will not accrue a "credit" for each day the employee is absent from duty other than on paid leave.

### 5.3 Absences from Duty

(1) An employee whose ordinary hours are arranged in accordance with 2.1.3(1)(c) or 2.1.3(1)(d) of Clause 2.1 - Hours of this Schedule and who is paid wages in accordance with 5.2(1) and is absent from duty (other than on paid leave) shall,

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

for each day the employee is so absent, lose average pay for that day calculated by dividing the employee's average weekly wage rate by 5.

An employee who is so absent from duty for part of a day shall lose average pay for each hour the employee is absent by dividing the employee's average daily pay rate by 8.

- (2) Provided when such an employee is absent from duty for a whole day the employee will not accrue a "credit" because the employee would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which the employee would otherwise have been paid. Consequently, during the week of the work cycle the employee is to work less than 38 ordinary hours the employee will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the "credit" the employee does not accrue for each whole day during the work cycle the employee is absent.

The amount by which an employee's average weekly pay will be reduced when the employee is absent from duty (other than on paid leave) is to be calculated as follows:

	<u>average weekly pay</u>
Total of "credits" not accrued during cyclex	38
<u>Examples</u>	
1 Employee takes one day off without authorisation in first week of cycle	
<u>Week of Cycle</u>	<u>Payment</u>
1st week	= average weekly pay <u>less</u> one day's pay (i.e. 1/5 <sup>th</sup> )
2nd & 3rd weeks	= average weekly pay each week
4th Week	= average pay <u>less</u> credit not accrued on day of
absence	= average pay <u>less</u> 0.4 hours x (average weekly pay / 38)

2. Employee takes each of the 4 days off without authorisation in the 4th week.
- |                      |   |
|----------------------|---|
| <u>Week of Cycle</u> | <u>Payment</u>  |
| 1st, 2nd & 3rd weeks | = average pay each week   |
| 4th week             | = average pay <u>less</u> 4/5 <sup>ths</sup> of average pay for the four days absent <u>less</u> total of credits not accrued that week |
|                      | = 1/5 <sup>th</sup> average pay <u>less</u> 4 x 0.4 hours x (average weekly pay / 38)   |
|                      | = 1/5 <sup>th</sup> average pay <u>less</u> 1.6 hours x (average weekly pay / 38)   |

### 5.4 Alternative Method of Payment

An alternative method of paying wages to that prescribed by 5.2 and 5.3 may be agreed between the Company and the majority of the employees concerned.

### 5.5 Day Off Coinciding with Pay Day

In the event that an employee, by virtue of the arrangement of the employee's ordinary working hours, is to take a day off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that, where the Company is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

### 5.6 Payment by Electronic Fund Transfer

Where an employee and the Company agree, the employee's wages may be paid by direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the Company and the majority of employees agree, all employees may be paid their wages by direct transfer into an employee's bank (or other recognised financial institution) account.

### 5.7 Termination of Employment

An employee who lawfully leaves the employment or is dismissed for reasons other

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

than misconduct shall be paid all monies due at the termination of service with the Company.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with 2.1.3(1)(c) or 2.1.3(1)(d) of Clause 2.1 - Hours of this Schedule and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle as detailed in the Special Note following 5.2(2).

Provided further, where the employee has taken a day off during the work cycle in which the employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

### 5.8 Details of Payments to be Given

Where an employee requests the Company to state in writing with respect to each week's wages the amount of wages to which the employee is entitled, the amount of deductions made therefrom, the net amount being paid, and the number of hours worked, the Company shall do so not less than two (2) hours before the employee is paid.

### 5.9 Calculation of Hourly Rate

Except as provided in 5.3 the ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

## 6. SPECIAL ALLOWANCES AND FACILITIES

### 6.1 Car Allowance

Where an employee is required and authorised to use his or her own motor vehicle in the course of the employee's duties the employee shall be paid an allowance of 69 cents per kilometer.

### 6.2 The work of an electrical fitter shall not be tested by an employee of a lower grade.

### 6.3 Confined Space

An employee shall be paid an allowance of 56 cents per hour when, because of the dimensions of the compartment or space in which the employee is working, the employee is required to work in a stooped or otherwise cramped position, or without proper ventilation.

### 6.4 Hot Work

An employee shall be paid an allowance of 47 cents per hour when the employee works in the shade in any place where the temperature is raised by artificial means to between 46.1 degrees and 54.4 degrees celsius.

## 7. FARES AND TRAVELLING TIME

- 7.1
- (1) An employee, who, on any day, or from day to day is required to work at a job away from the accustomed workshop or depot shall, at the direction of the Company, present for work at such job at the usual starting time.
  - (2) An employee to whom 7.1(1) applies shall be paid at ordinary rates for time spent in travelling between the employee's home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between the employee's home and the accustomed workshop or depot.
  - (3) An employee who with the approval of the Company uses a personal means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which the employee would have incurred in using public transport unless the employee has an arrangement with the Company for a regular allowance.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

- 7.2 For travelling during working hours from and to the Company's place of business or from one job to another, an employee shall be paid by the Company at ordinary rates. The Company shall pay all fares and reasonable expenses in connection with such travelling.

### 8. ANNUAL LEAVE

#### 8.1 Period of Leave

- 8.1.1 A full time or part time employee under this schedule is entitled to a period of 28 consecutive days leave, including non-working days, (i.e. 4 weeks) after each 12 months service (less the period of annual leave) with the Company.

The Company may reach agreement with the majority of employees concerned to convert the entitlements in 8.1 or 8.2 to an hourly entitlement.

- 8.1.2 The annual leave for full time and part time employees accrues at a rate of 2.923 hours for each 38 ordinary hours worked.

- 8.1.3 Casual employees are not entitled to annual leave.

#### 8.2 Additional Leave for Seven Day Shift Workers

In addition to leave provided for in 8.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in subclause 8.1 increased by half a day for each month he or she is continuously engaged as a seven day shift worker.

#### 8.3 Payment for Period of Annual Leave

Subject to subclause 8.1 employees, before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. This amount shall be calculated as follows:

#### 8.4 Time Workers

The wages to be paid must be worked out on the basis of what the employee would have been paid under this schedule for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the schedule, first aid allowance and any other wages payable under the employee's contract of employment including any over schedule payment.

The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

#### 8.5 Loading on Annual Leave

During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed by subclause 8.3.

The loading shall be as follows:

- (a) Day Workers - employees who would have worked on day work only had they not been on leave - a loading of 17.5% or the relevant weekend penalty rates, whichever is greater but not both.
- (b) Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 25% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

The loading prescribed by this subclause does not apply to proportionate leave on termination

#### 8.6 How to Calculate the Leave Entitlement

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:

8.6.1 Paid personal leave.

If greater than paid personal leave, up to 152 ordinary working hours during a 12 month period because of sickness or accident.

8.6.2 Long service leave, annual leave, public holidays, paid compassionate leave, paid training leave and jury service taken by an employee will count as time worked.

8.6.3 Any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.

8.6.4 Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this schedule include:

- (a) any absence with reasonable cause, proof of which shall be upon the employee.
- (b) any leave without pay taken with the agreement of the Company.
- (c) parental leave.

8.6.5 Where a business is transmitted from the Company to another company, , the period of continuous service that the employee had with the transmittor or any prior transmittor shall be deemed to be service with the transmittee and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

8.7 Public Holidays Falling in a Period of Leave

- (a) If any public holiday prescribed by Clause 23 of this schedule falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

8.8 Annual Leave in one or more Separate Periods

- (a) Annual leave is to be given by the Company and taken by the employee in up to four separate periods.
- (b) If the Company and an employee so agree the annual leave entitlement may be given and taken in more than four separate periods including in single day absences.

8.9 Leave is to be Taken

The annual leave provided by this clause must be taken as leave and except as provided by subclause 8.10 of this Schedule and Clause 25 of the Agreement to which this Schedule is attached, annual leave is not to be paid in lieu.

8.10 Leave Allowed Before Due Date

- (a) The Company may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part of it had been taken before it accrued.
- (b) Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of the Company before completing the required 12 months continuous service and the amount paid by the Company to the employee for the annual leave or part so taken in advance exceeds the amount which the Company is required to pay to the employee under subclause 8.10 the Company will not be liable to

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

make any payment to the employee under subclause 9.10 and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

8.11 Annual leave loading shall be paid on any unused annual leave which is paid out on termination of employment at the rate of 17.5% for day workers and 25% for shift workers.

- (a) After one week's continuous service in the first qualifying 12 monthly period with the Company, lawfully leaves the employment of the Company, or is terminated by the Company through no fault of the employee; or
- (b) After 12 months continuous service with the Company, if an employee leaves the employment of the Company or is terminated by the Company for any reason they shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with subclause 8.3.

8.12 Annual Close Down

Where the Company closes down the enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, the following provisions shall apply:

- (a) The Company may, by giving not less than four weeks notice of intention to do so, stand off for the duration of the close down all employees in the enterprise or part of the enterprise concerned and allow to those who are not then qualified for a full entitlement to annual leave for 12 months continuous service, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in subclauses 8.3 and 8.4 for 2.923 hours for each 38 ordinary hours worked.
- (b) An employee who has then qualified for a full entitlement to annual leave for 12 months continuous service and has also completed a further week or more of continuous service, shall be allowed leave, and shall, also be paid at the appropriate rate of wage as prescribed by subclauses 8.3 and 8.4 hereof for 2.923 hours for each 38 ordinary hours worked since the close of the employee's last 12 monthly qualifying period.
- (c) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the enterprise or part of the enterprise concerned, is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause is deemed to be time of service in the next 12 monthly qualifying period.
- (d)
  - (i) If the Company closes down the enterprise or part of the enterprise in two separate periods one of these periods shall be for a period of at least 14 consecutive days including non-working days.
  - (ii) The Company and the majority of employees concerned may agree to the annual leave being taken in three close downs provided that one of these periods will be a period of at least 14 days including non-working days.
- (e) The Company may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.
- (f) During the life of this agreement only, the Company may close down the enterprise or part of the enterprise, as a result of non-production periods that may arise due to demand, maintenance shuts or through the planning cycle resulting in a reduction in demand in the following manner:

Year One of the Agreement

- (i) The company may close down the enterprise or part of the enterprise for up to two separate periods, for the purposes of non-production periods in accordance with demand, maintenance and scheduled planning. The

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

company and the employees concerned may agree to a third close down period provided that the majority of employees agree.

### Year two of the Agreement

- (ii) The company may close down the enterprise or part of the enterprise for up to two separate periods, for the purposes of non-production periods in accordance with demand, maintenance and scheduled planning. The company and the employees concerned may agree to a third close down period provided that the majority of employees agree.

### Year three of the Agreement

- (iii) The company may close down the enterprise or part of the enterprise for up to two separate periods, for the purposes of non-production periods in accordance with demand, maintenance and scheduled planning. The company and the employees concerned may agree to a third close down period provided that the majority of employees agree.
- (iv) As prescribed in 8.12 (f) this clause will remain in place until a replacement Enterprise Bargaining Agreement is agreed and registered between the parties to replace this agreement.

## 9. DISTANT WORK

Where an employee is directed by the employer to proceed to work at such a distance that the employee cannot return home each night and the employee does so, the employer shall provide the employee with suitable board and lodging or shall pay the expenses reasonably incurred by the employee for board and lodging.

- (1) The employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by an employee who is directed by the employer to proceed to work pursuant to Clause 9 – Distant Work and who complies with such direction.
- (2) The employee shall be paid at ordinary rate of pay for the time up to a maximum of eight (8) hours in any one day incurred in travelling pursuant to the employer's direction.

An employee, to whom the provisions of Clause 9 apply, shall be paid an allowance of \$31.20 for any weekend the employee returns home from the job, but only if:

- (a) the employee advises the employer or the employer's agent of such intention not later than the Tuesday immediately preceding the weekend in which the employee so returns;
- (b) the employee is not required for work during that weekend;
- (c) the employee returns to the job on the first working day following the weekend; and
- (d) the employer does not provide, or offer to provide, suitable transport.

Where an employee, supplied with board and lodging by the employer, is required to live more than 800 meters from the job, the employee shall be provided with suitable transport to and from that job or be paid an allowance of \$13.75 per day, provided that where the time actually spent in travelling either to or from the job exceeds twenty (20) minutes, that excess time shall be paid for at ordinary rates whether or not suitable transport is supplied by the employer.



## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 10. CONTRACT OF SERVICE

10.1 A contract of service may be terminated in accordance with the provisions of this clause and not otherwise. This subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than is hereinafter prescribed-

10.2 Subject to the provisions of this clause, a party to a contract of service may, on any day give the other party the appropriate period of notice of termination of the contract prescribed in clause 10.3 and the contract terminates when that period expires.

#### 10.3 Notice of Termination by the Company

In order to terminate the employment of an employee the Company shall give the employee the following notice:

PERIOD OF CONTINUOUS SERVICE WITH THE COMPANY	PERIOD OF NOTICE
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

10.3.1 In addition to the notice prescribed in 10.3, if an Employee is 45 years of age or older and has at least 2 years' continuous service with the Company, the Company will provide an additional weeks' notice

10.3.2 Payment in lieu of the notice prescribed in 10.3 and 13.3.1 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

10.3.3 In calculating any payment in lieu of notice the Company shall pay the employee an amount that is equal to, or exceeds, the total of all amounts that, if the employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be worked out on the basis of:

- (a) the employee's ordinary hours of work (even if they are not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including for example, allowances, loadings and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

10.3.4 The period of notice in this subclause shall not apply in the case of trainees engaged under a traineeship agreement or an approved traineeship, employees engaged for a specific period of time or for a specific task or tasks, or short-term casual employees.

10.3.5 For the purposes of this clause a "short-term casual employee" refers to any casual employee who accepts employment knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.

10.3.6 For the purpose of this clause continuity of service shall be calculated in accordance with Section 22 Meanings of Service and Continuous Service in the Fair Work Act 2009.

10.3.7 In order to terminate the employment of a short-term casual employee the Company shall give the employee one hour's notice, or one hour's wages in lieu of notice.

10.3.8 An employee is not entitled to notice under this clause where the termination of employment occurs because of succession, assignment, or transmission of the business of the Company to another person and the requirements of the Fair Work Act 2009 are met.

10.3.9 Nothing in this clause prevents or restricts the right of the Company to terminate an Employee's employment summarily without notice on the grounds of serious misconduct or as otherwise permitted by law.

## THE LAMINEX DARDANUP PLANT MAINTENANCE AGREEMENT 2023

### 10.4 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of the Company as outlined in 10.3, save and except that there shall be no additional notice based on the age of the employee concerned. The required period of notice to be given by any casual employee shall be one hour.

### 10.5 Time Off During Notice Period

10.5.1 During the period of notice of termination given by the Company an employee shall be afforded one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

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

### 10.6 Statement of Employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

### 10.7 Absence from Duty

The Company shall be under no obligation to pay for any day not worked upon which the employee is required to present for duty, except when such absence is due to paid leave to which the employee is entitled under the provisions of this Agreement.

### 10.8 Standing Down of Employees

10.8.1(a) The Company is entitled to deduct payment for any day or part of a day on which an employee (including an apprentice) cannot be usefully employed because of industrial action by any employee(s).

10.8.1(b) If an employee is required to attend for work on any day but because of failure or shortage of electric power work is not provided, such employee shall be entitled to two hours' pay and further, where any employee commences work he or she shall be provided with four hours' employment or be paid for four hours' work.

10.8.2 The provisions of 10.7 also apply where the employee cannot be usefully employed through any cause which the Company could not reasonably have prevented but only if, and to the extent that, the Company and the employees (including where requested any representative of employees) so agree.