

# **Etex Plasterboard [Matraverse] Agreement 2024**

# ARRANGEMENT

<u>Subject</u>	<u>Clause number</u>
<b>Part A</b>	
<b><i>About the Agreement</i></b>	
Title	1
Period of operation	2
Parties	3
Scope, application and effect of Agreement	4
Calling up content of award	5
<b><i>The Employment Relationship</i></b>	
Types of employment	6
<b><i>Ending Employment</i></b>	
Notice of termination by the Company	7
Notice of termination by an employee	8
Job search entitlement	9
Transmission of business	10
Redundancy	11
Stand down	12
<b><i>Consultative Mechanisms</i></b>	
Consultation Term & Consultative Committee	13
Disputes resolution	14
Counselling guidelines	15
<b><i>Hours of Work</i></b>	
Ordinary hours of work – day, shift, non-continuous shift	16
Operation of the 38 Hour Week	17
Eight hour shift work	18
Extended shift work	19
Special provisions for shift workers	20
Breaks	21
Overtime	22
Attendance issues	23

<u>Subject</u>	<u>Clause number</u>
<b><i>Classifications and Related Matters</i></b>	
Classifications	24
Training and acquisition of production skills	25
Payment for ordinary shifts	26
Wage rate increases	27
Allowances	28
Superannuation	29
Income protection insurance	30
Payment of wages (including late payment)	31
Payment for public holidays	32
<b><i>Types of Leave and Public Holidays</i></b>	
Annual leave	33
Entitlement to cash out part of annual leave	34
Annual leave loading	35
Rostered days off (RDO's)	36
Personal / Carers Leave	37
Entitlement to cash out part of personal leave	38
Compassionate leave	39
Long service leave	40
Parental leave	41
Community Service Leave	42
Family and Domestic Violence Leave	43
Public holidays	44
<b><i>General Matters</i></b>	
Occupational health and safety	45
Operation – Warehouse and Production and Maintenance	46
Anti-discrimination	47
Union Rights Clause	48
Flexibility Term	49
Variation of Agreement	50
No further claims	51
Definitions	52
<b>Part B</b>	
<b><i>Rates of Pay and allowances – confidential between the parties</i></b>	
Rates of Pay	
Allowances	

## **PART A**

### **ABOUT THE AGREEMENT**

#### **1. Title**

This agreement is to be known as the "Etex Plasterboard [Matraville] Agreement 2024", and is made pursuant to, Part 2-4, Division 2 [s.172(2)(a)] of the Fair Work Act 2009 ("FW Act").

#### **2. Period of operation**

This Agreement is to operate from the first full pay period to commence on or after the date of approval by the Fair Work Commission. The nominal expiry date of this Agreement is 26 May 2027.

#### **3. Parties**

The parties to this Agreement are:

- (a) Etex Australia Pty. Ltd. ("the Company")
- (b) Construction, Forestry, and Maritime Employees Union, NSW Branch
- (c) Electrical Trades Union
- (d) Australian Manufacturing Workers Union
- (e) Employees of Etex Plasterboard whose employment is within the scope and application of this Agreement.

#### **4. Scope, application & effect of Agreement**

- (a) This Agreement applies to employment at the Company's Matraville Plant of production and warehouse employees in job classifications set out in clause 24 of this Agreement; and in the case of maintenance employees, in job classifications defined in the *Manufacturing and Associated Industries and Occupations Award 2020 [MA000010]* ("Award").
- (b) This Agreement replaces and supersedes the *Etex Plasterboard [Matraville] Agreement 2021 [AE514322]*.

#### **5. Calling up content of award / interaction with NES**

- (a) With respect to maintenance employees only, this Agreement will incorporate all the terms of the *Manufacturing and Associated Industries and Occupations Award 2020 [MA000010]* ("Award").
- (b) Where this Agreement is inconsistent with provisions of the Award, the provisions of this Agreement will prevail to the extent of any inconsistency, with respect to maintenance employees.

- (c) This Agreement will be read and interpreted in conjunction with the 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.

## **THE EMPLOYMENT RELATIONSHIP**

### **6. Types of employment**

- (a) Employment may be full time, part time, casual or labour hire.
- (b) A full time employee is one who is engaged as such and who works an average of 38 ordinary hours per week or an average of 152 hours in a four week period.
- (c) A part time employee is one who is engaged as such and who works less than an average of 38 hours per week or less than an average of 152 hours in a four week period. Part time employment is usually, but not necessarily employment for a regular number of hours each week. A part time employee is entitled to all provisions of this Agreement on a pro rata basis.
- (d) The employment of a new full time or part time employees is subject to a probationary period of 6 months.
- (e) A casual employee is an employee who has no firm advance commitment to continuing and indefinite work according to an agreed pattern of work. A casual employee shall be paid at the appropriate hourly rate plus 25 per cent. The casual loading is paid instead of annual leave, paid personal/carer's leave, paid compassionate leave, paid community service leave, notice of termination, redundancy benefits and any other attributes of permanent employment.
- (f) Casual employees may have their casual employment converted to permanent employment, which may be either full-time or part-time employment, in accordance with Division 4A - 'Casual Employment' of the Fair Work Act 2009 as varied from time to time.
- (g) A casual employee shall cease to be a casual employee after one month's continuous employment with the Company. Notwithstanding the provisions of this clause, a casual employee may be engaged for more than one month where the casual employee is in a supernumerary position.
- (h) Casual employees will not be used to reduce the number of full time employees or to reduce overtime opportunities for full time employees.
- (i) The provisions of this Agreement shall apply to casual employees excepting clauses and sub clauses 6(b)(c)(d) -Types of employment, 7(a)(b)(c)(d)-Notice of termination by the Company, 9- Job search entitlement, , 11-Redundancy, 15-Counselling guidelines, 30 Income protection insurance, 32- Payment for public holidays, 33-Annual leave, 34-Entitlement to cash out part of annual leave, 35- Annual leave loading, 36-Rostered days off, 37-Personal / Carers leave, 38-Entitlement to cash out part of Personal leave 39-Compassionate leave, 42-Community Service Leave, 44-Public holidays.
- (j) The hiring of casual employees will be monitored by the Consultative Committee.
- (k) In the case of maintenance employees, a casual employee is to be employed by the hour. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly wage for the work which they perform plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate of pay. The base rate is to be as for the Fitter - Level 1 or Electrician Level 1.

- (l) The Company is committed to the development of opportunities that lead to business growth and the creation of permanent positions. Labour hire and contractors may be used to supplement the permanent workforce to enhance flexibility, site performance, security of directly employed employees' employment and their conditions of engagement. The Company will endeavour to maximise permanent employment. In the event of directly employed positions becoming available, the Company will grant preference for those positions to labour hire employees who have in excess of 3 months engagement at the workplace.
- (m) Wherever possible, additional hours which become available will be offered in the first instance to existing staff with the necessary skills, including as overtime.
- (n) Existing staff with relevant training and/or skills will be given preference to fill positions which become available before labour hire employees are engaged in those roles.
- (o) If the Company is considering the engagement of labour hire employees to perform work which might otherwise be performed by current or future employees under the terms of this Agreement, or changes in the number of those labour hire employees, or the work to be performed by such employees, the Company must first consult with affected employees and the Union.
- (p) If, after consultation, the Company decides to engage labour hire employees, or additional labour hire employees, or to change the nature of the work to be performed by those employees, the Company will ensure any such labour hire employees are afforded terms and conditions appropriate to the job for which they are employed.
- (q) If the nature of the employment, however, is to perform a role as described by the Etex Plasterboard (Matrville) Agreement then the labour hire employee will be afforded terms and conditions no less favourable than those applicable to employees engaged directly by the Company to perform the same work.

## **ENDING EMPLOYMENT**

### **7. Notice of termination by the Company**

- (a) In order to terminate the employment of a full-time or regular part-time employee the Company shall give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer

would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- the employee's ordinary hours of work (even if not standard hours); and
  - the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
- in the case of dismissal for serious misconduct;
  - to apprentices;
  - to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - to casual employees.
- (f) Where the Company has dismissed an employee without notice for serious and wilful misconduct wages shall be paid up to the time of dismissal only.

## 8. Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of the Company, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice, the Company has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice, subject to the employee authorising the relevant deduction at the time.

## 9. Job search entitlement

- (a) Where the Company has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay 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. Transfer of business

- (a) Where a business is before or after the date of this Agreement, transmitted from the company (in this clause called the **old employer**) to another employer (in this clause called the new employer) and an employee who at the time of such transmission was an employee of the old employer in that business becomes an employee of the new employer the;
- (i) continuity of the employment of the employee will be deemed not to have been broken by reason of the transfer; and
  - (ii) period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer.
- (b) In this clause business includes trade, process, business or occupation and includes part of any such business. Transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

- (c) Where a business is transferred from one employer to another, as set out above the period of continuous service that the employee had with the old employer or any prior old employer is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 11. Redundancy

- (a) Redundancy occurs where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- (b) In the event that the Company makes a decision, which is likely to cause redundancy, or will cause redundancy among the employees covered by this Agreement, the Company will consult with the site employee representatives and the Union/s to discuss the areas or skills that the Company considers essential for its future operational requirements. Essential employees from these areas or those with the required skills would be excluded from any redundancy action.
- (c) The consultation will include the number of employees affected, the timing of any retrenchments and the selection criteria that is to be used.
- (d) Where possible the Company, will preference a system that facilitates voluntary redundancy. In the case of insufficient numbers Etex Australia will retrench on the basis of last on, first to go. In the event that excessive volunteers are provided then Etex Australia will select the employees to be made redundant.
- (e) Employees who are retrenched shall receive 4 weeks' notice, or, payment in lieu of notice. In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (f) Retrenched employees with at least 1 year service, but less than 2 year's service will receive 4 week's pay. Employees with at least 2 year's service will receive 3 weeks' pay per year of service, calculated on completed half years of service. Redundancy payments will be capped to either 60 weeks, or based on an employee's length of service as at 25 May 2014, whichever is greater.
- (g) Week's pay means the base rate plus shift loadings for continuous shift workers.
- (h) Weekly (permanent) employees, with less than 12 months service will receive the same benefit as a weekly employee with 12 months service.
- (i) Casual employees are not eligible for redundancy payments.
- (j) Long Service Leave will be paid on a pro-rata basis where an employee has completed 5 years of service.
- (k) An employee who has been made redundant will have access to the encashment of sick leave provisions, under clause 38. However, a bank of 60 hours must be maintained as a minimum. The Company will not unreasonably refuse access to this payment.
- (l) An employee who has been made redundant will have the option of participating in an outplacement program arranged and paid for by the Company. Where an employee accepts this option the employee will forfeit a total of one weeks pay from the total severance payment. The Company and the Union/s recommend that employees made redundant accept the offer of outplacement support.



A detailed statement of entitlements will be supplied to employees together with a statement of service setting out the employee's employment record and reason for termination of employment. A free medical examination by a doctor nominated by the Company will be made available to redundant employees. A financial advisor, agreed between the Company and the Union/s, will give advice on investment to redundant employees.

- (m) Employees exempted. Redundancy arrangements and payments do not apply to:
  - (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
  - (ii) probationary employees;
  - (iii) trainees;
  - (iv) employees engaged for a specific period of time or for a specified task or tasks; or
  - (v) casual employees.
- (n) Transfer of business. The provisions of this clause 11 are not applicable where a business or part of the business is before or after the date of this Agreement, transferred from the company (the old employer) to another employer (the new employer), in any of the following circumstances:
  - (i) Where the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer and any prior transferring old employer to be continuous service of the employee with the new employer; or
  - (ii) Where the employee rejects an offer of employment with the new employer, in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the old employer; and which recognises the period of continuous service which the employee had with the old employer and any prior transferring old employer to be continuous service of the employee with the new employer.

## **12. Stand down**

The Company may stand down an employee without pay on any day in which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or due to any cause for which the Company cannot reasonably be held responsible; provided that any employee having commenced work on such a day or shift shall be paid for the completed day or shift; provided further that such employee shall in each case be entitled to terminate his or her employment by giving one day's notice.

## **13. Consultation Term and Consultative Committee**

- (a) This term applies if the employer:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- (ii) subject to the other clauses in this Agreement proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Major change*

- (b) For a major change referred to in paragraph (a)(i):
  - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (ii) subclauses (c) to (i) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
  - (i) discuss with the relevant employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and
    - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - all relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the employees; and
    - any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on employees if it results in:

- (i) the termination of the employment of employees; or
- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - the alteration of hours of work; or
  - the need to retrain employees; or
  - the need to relocate employees to another workplace; or
  - the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (j) For a change referred to in paragraph (a)(ii):
  - (i) the employer must notify the relevant employees of the proposed change; and
  - (ii) subclauses (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation;
  - (ii) the employee or employees advise the employer of the identity of the representative; and
  - (iii) the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion—provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the employer reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term relevant employees means the employees who may be affected by a change referred to in subclause (a).

(q) Consultative Committee

This Committee will function in accordance with procedures agreed between the parties. The Committee will comprise:

- one employee from each production shift plus one employee from the warehouse plus one employee from the maintenance team (i.e. 6 employees in all whose employment is within the scope of this Agreement); and
- management representatives.
- A quorum for meetings is, at minimum, three of six employee members and two of three management representatives.

## 14. Disputes resolution

(a) This clause sets out a procedure for the avoidance and settlement of industrial disputes about matters arising under this Agreement and in relation to the National Employment Standards. The procedure will apply to all operations and all workgroups (production, maintenance and warehouse) covered by this Agreement. The objectives of the procedure are:

- to prevent disputes and to promote the resolution of disputes by measures based on consultation, co-operation and discussion;
- to minimize the risk of industrial confrontation; and
- to avoid any interruption to the performance of work and the consequential loss of production and wages.

(b) The procedure is designed to eliminate disruption to supply of Company products to customers. A procedure involving the following five sequential stages of discussion/negotiation will apply. These are:

- discussion between the employee(s) concerned and at his/her request a nominated employee representative and the immediate supervisors; and, in the event of the issue not being resolved;
- an employee who is a party to the dispute may appoint a representative for the purposes of procedures in this term;
- discussions involving the employee(s), nominated employee representatives (including an officer of the union) and more senior management; and, in the event of the issue not being resolved;
- reference of the matters to the site Consultative Committee; and, in the event of the issue not being resolved;
- The parties must place emphasis on a negotiated settlement. However, if the negotiation process is exhausted without the matter or dispute being resolved, the employee(s) and their nominated representative(s) or the Company may jointly or individually refer the matter to the Fair Work Commission for conciliation and, if necessary, arbitration.
- The Fair Work Commission may exercise all powers available under the *Fair Work Act* when arbitrating a dispute under this procedure.
- For the avoidance of doubt, a decision made by the Fair Work Commission in accordance with this procedure, is a decision of the Fair Work Commission for the purpose of the Act's appeal provisions.

(c) Any party will have the right to advance the issue to a higher stage.

(d) All parties to this Agreement commit themselves to achieve adherence with this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue, problem or

grievance which may give rise to a dispute. Throughout all stages of the procedure all relevant facts should be clearly identified and recorded.

- (e) Sensible time limits will be allowed for the completion of the various stages of the discussions. At least seven days should be allowed for all stages of the discussions to be finalised. A matter may also be deferred until the next scheduled meeting of the Consultative Committee.
- (f) In order to allow for the peaceful resolution of grievances all parties commit themselves to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (g) The Company will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

## 15. Counselling guidelines

- (a) To ensure that employees are treated in a fair, just and reasonable manner, the following procedure guides the parties in all disciplinary matters;
  - (i) The primary objective is to encourage and achieve an improvement in behaviour and performance. Ending the employment relationship only becomes a last option after a person demonstrates that they are unable or unwilling to conform to the general standards of conduct and performance.
  - (ii) In order to deal with counselling matters in the most effective manner possible, sensible time limits will be respected for completion of the various stages of the discussions. No more than 7 days should be allowed for each stage of the discussions to be finalized. Any variation to this must be agreed by both parties.
- (b) The stages of this procedure are as follows;

### Step 1: Initial Verbal Counselling

If an employee is breaking an established rule or standard of behaviour/performance, then the first aim of the supervisor (or line manager) is to draw the employee's attention to the issue. At this stage the supervisor will notify the employee of the issue and seek to understand why the issue is occurring and agree a course of action with the employee to address the issue (including retraining options).

The employee may wish to have a nominated representative present during this counselling session. The supervisor (or line manager) will note and document this session.

### Step 2: First Written Warning

If the employee does not change the exhibited behaviour/performance stipulated in Step 1, the employee will receive a written warning which will outline the problem and the action (or retraining) required of the employee to improve the specified behaviour/performance. The employee may wish to have a nominated representative present for this session. The warning will be issued by the employee's Supervisor or Line Manager. Provided there is no repetition of this problem for a period of 6 months, the written warning will be removed from the employee's record.

### Step 3: Second Written Warning

If during the 6 months following the first written warning, the employee repeats the specified behaviour/performance issue raised, he/she will receive a second written warning, the duration of which will be six months.

[Special note as to time limits. Where the behaviour or performance being dealt with is serious or occurs or recurs over a period of time (e.g. absenteeism - but not limited to absenteeism) the Company will nominate a longer period (up to 12 months) as the duration of the warning].

#### Step 4: Final Written Warning

If during the 6 months of the second warning, the individual repeats the specified behaviour/performance issue raised, he/she will receive a final written warning which will remain on his/her file for a period of 12 months.

- (i) If, after this final warning, the employee still does not comply with the requirements of the workplace, the following will occur;
- (ii) The employee and his/her nominated representative will be notified of the issue and the intended course of action to be taken.
- (iii) The employee will be stood down (with pay) pending discussion with the employee's nominated representative regarding dismissal. Such pay shall continue up to a maximum of 3 working days. This period may be extended by mutual agreement.
- (iv) Depending on those discussions, the Company will decide whether the employee should be dismissed. In unusual circumstances the period of paid standdown may be extended by the Company to enable the employee and his/her nominated representative to take the matter to the Commission.
- (v) If the issue is specifically skill performance related, the employee may have this skill removed from them and their pay rate adjusted accordingly as a consequence rather than dismissal. Such action shall not be taken until the employee has been given re-training opportunities and the whole issue of performance has been discussed in the Consultative Committee process. An employee's rate of pay shall not be reduced where the Company has changed the requirements of the employee's job.

[Note: where action by an employee is serious but does not, in the opinion of the Company, constitute "Serious Misconduct" following consultation with the Consultative Committee, the Company may go straight to step 4].

#### (c) Serious Misconduct.

- (i) Issues arising will result in a full and proper investigation by the relevant Line Manager. This may also involve the employee's nominated representative. All parties concerned will be spoken to and a written report will be prepared. The person (or persons) involved, may be stood down on full pay until the investigation is complete.

- (ii) All parties must be aware that as a result of this investigation, the person may receive at least a final written warning, or the employment of the person may be terminated if circumstances warrant termination.

## **HOURS OF WORK**

### **16. Ordinary hours of work - day, shift, non-continuous shift**

- (a) Day workers. The ordinary hours of work for day workers shall be an average of 38 hours per week over a four week cycle to be worked in days of eight hours each, Monday to Friday inclusive, between the hours of 6.00 am and 6.00 pm or such times as may be agreed between the Company and employee representatives.
- (b) Shift workers. The ordinary hours of shift workers, both non-continuous and continuous shall not exceed: 304 hours in an eight week cycle to be worked in shifts of eight hours' duration inclusive of crib time of twenty minutes which shall be counted as time worked, and shall be worked according to a roster agreed between the Company and employee representatives.
- (c) Extended shift workers. The ordinary working hours of employees engaged on twelve hour ordinary time shifts shall be an average of 38 hours per week and shall not exceed 48 hours in any 1 week of the roster cycle. Shifts shall not exceed twelve ordinary hours' duration inclusive of the breaks prescribed by clause 19(e) hereof and shall be worked according to a roster agreed between the Company and employee representatives.
- (d) All washing time before meal or crib breaks and at the end of each day's or shift's work shall be undertaken outside the hours of work specified in this clause and in clause 18 – Eight hour shift work. Shift workers shall 'hand over' on the job.

### **17. Operation of the 38 hour week**

- (a) Ordinary hours of work shall be an average of 38 hours per week as provided in clause 16 hereof.
- (b) Circumstances may arise where rostered cycles of varying lengths will apply to various groups or sections of employees in the plant or establishment.
- (c) The Company shall give an employee 4 weeks' notice of the week day he/she is to be rostered off duty.
- (d) Provided that the Company may substitute another day as a rostered day off in the case of:
- breakdown in machinery; or
  - failure or shortage of electric power or gas supply; or
  - to enable the employee to attend for training; or
  - some other emergency situation including rush orders;
  - such postponed RDO shall be taken at the employees discretion with one weeks notice to the Company.
- (e) An individual employee, with the agreement of the Company, may substitute the day he/she is rostered off duty for another day.
- (f) For every ordinary hour paid for, payment to the employee of one twentieth (5%) of his/her hourly rate (weekly rate divided by 38) will be withheld by the Company then paid in the pay week in which the employee's rostered day off is taken.

- (g) For all ordinary hours worked, where any allowance or penalty prescribed by this Agreement is expressed as a percentage or multiple of the ordinary rate, the ordinary rate for an eight hour day or shift shall equal weekly rate divided by five.
- (h) Each employee is entitled to a total of thirteen rostered days off per year one of which is included in the four week annual leave entitlement as prescribed by clause 33 – Annual Leave, of this Agreement.
- (i) Any employee required to work on his/her rostered day off shall be paid in accordance with the overtime entitlements for work performed outside ordinary hours as prescribed by clause 22 - Overtime, of this Agreement.
- (j) The time of commencing and finishing shifts and roster arrangements for non-permanent changes, once having been determined, may be varied by agreement between the Company and employees' nominated representatives to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the Company to the employee/s.
- (k) The time of commencing and finishing shifts and roster arrangements for permanent changes, once having been determined, may be varied by agreement between the Company and employees' nominated representatives to suit the circumstances of the establishment or in the absence of agreement by one calendar months' notice of alteration given by the Company to the employee/s.

#### **18. Eight hour shift work**

For the purposes of this clause:

- (a) Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.
- (b) Night shift means any shift finishing after midnight and at or before 8.00 am.
- (c) Rostered shift means a shift of which the employee concerned has had at least twenty four hours' notice.
- (d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

#### **19. Extended shift work**

- (a) This clause shall only apply to twelve hour shift workers. Where the provisions of this clause are inconsistent with other clauses of this Agreement the provisions of this clause shall apply.
- (b) Hours. The ordinary working hours of employees engaged on twelve hour ordinary time shifts shall be an average of 38 hours per week and shall not exceed 48 hours in any 1 week of the roster cycle. Shifts shall not exceed twelve ordinary hours' duration inclusive of the breaks prescribed by clause 19(e) hereof and shall be worked according to a roster agreed between the Company and employees.
- (c) Day Shift means the shift commencing at 7.00 am and concluding at 7.00 pm, i.e. Saturday Day Shift commences at 7.00 am Saturday and concludes at 7.00 pm Saturday.
- (d) Shift workers who work ordinary time shifts (i.e. within the hours prescribed in clause 20 hereof), of twelve hours' duration shall be paid at the rate of single time, plus -



- (i) a 5% shift loading for working a rostered day shift; or
  - (ii) a 20% shift loading for working a rostered night shift.
- (e) Employees working twelve hour ordinary time shifts shall be entitled to a break of ten minutes for morning rest, twenty five minutes for crib time and ten minutes for afternoon rest without deduction of pay. Such breaks shall be staggered to allow production to continue. Such breaks shall be continuous except in the case of an emergency.
- (f) An employee who works on a shift roster which does not include weekend shifts shall not be entitled to payment for a public holiday falling on Saturday or Sunday.
- (g) Employees who work a twelve hour continuous shift roster, i.e. a roster under which work is regularly performed on Saturdays, Sundays and public holidays shall be allowed five weeks annual leave after twelve months' continuous service during which the employee is engaged solely on such shift work. Where an employee with twelve months' continuous service is engaged for part of the twelve monthly period as a continuous shift worker, the annual leave entitlement shall be reduced by three and one-sixth hours for each month the employee is not engaged on twelve hour shifts.
- (h) Each employee before going on leave shall be paid for the period of leave at the applicable rate of pay for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his or her leave plus annual leave loading as provided for in clause 36- of this Agreement. Provided that where the employee would have received shift loadings as prescribed by this clause had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the annual leave loading, then the shift loading shall be added to the applicable rate of pay.

**20. Special provisions for shift workers**

- (a) Re-alignment of working days. To simplify payroll administration and to effect a more efficient start-up of the board line after public holidays, a working "day" will be realigned with the shift patterns for production employees.

The following shift hours and payment arrangements will apply.

<b>Shift Hours</b>	<b>Paid As</b>
7a.m. Monday to 7a.m. Tuesday	Monday Shifts
7a.m. Tuesday to 7a.m. Wednesday	Tuesday Shifts
7a.m. Wednesday to 7am. Thursday	Wednesday Shifts
7a.m. Thursday to 7a.m. Friday	Thursday Shifts
7a.m. Friday to 7a.m. Saturday	Friday Shifts
7a.m. Saturday to 7a.m. Sunday	Saturday Shifts
7a.m. Sunday to 7a.m. Monday	Sunday Shifts
7a.m. on the day of a Public Holiday to 7a.m. the following day	Public Holiday Shifts

The arrangements set out above will apply in lieu of the equivalent provisions in any relevant award.

- (b) Maintenance Operators. Due to circumstances beyond the Company's control, a rearrangement of the shift roster may be necessary at short notice, with agreement by both parties. In the event that a roster change is within 24 hours of the rostered shift, an affected employee will be paid from the beginning of the new shift with no loss in pay, providing that employee can be on site at a reasonable time after being notified. The reasonable time is to be mutually agreed in each case between the employee involved and the Maintenance Manager.

Maintenance Operators must to be prepared to work a rostered rotating shift as may be varied from time to time. Shift rosters will be posted one week in advance.

Maintenance Operators must be willing to work overtime at short notice, i.e. within 2 hours of required overtime.

Maintenance Operators may be required to work through meal breaks if necessary. This may require the tradesperson to have the meal break before or after normal meal break time. Meal breaks may need to be staggered between Maintenance Operators to allow for continuity of repair or installation work when the need arises.

## 21. Breaks

Employees shall be entitled to a period of ten minutes in the morning or once each shift as a paid rest break, provided that there is no interruption to the work process.

- (a) Meal break. A period of not less than 30 minutes or not more than one hour shall be allowed for day workers for meals, at a time as specified by the Company to each employee no earlier than four hours and no longer than six hours from the employee's normal starting time. The time of a period during which such meals shall be taken, once specified, shall not be altered without four hours' notice being given by the Company to each employee affected.
- (b) All work performed by such employees during the recognised meal break shall be paid for at the rate of time and a half until such time as the meal is taken.

## 22. Overtime

- (a) Rates of payment. For all work done outside the ordinary hours the rates of payment shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime worked.
- (b) Meal break – Overtime. An employee working overtime shall be allowed a meal break of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such meal break.
- (c) Where the period of overtime is one and a half hours or more, an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at overtime rates. The Company and an employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
- (d) Call back – Overtime. An employee recalled to work overtime after having left the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This clause shall

not apply in cases where the overtime is continuous (subject to a meal break, if applicable) with the completion or commencement of ordinary working time.

- (e) Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of clause 19(g) when the actual time worked is less than three hours on such recall or on each of such recalls.
- (f) An employee called into work in accordance with the provisions of this Agreement shall be paid from the time he or she records arrival at the plant, plus an additional 45 minutes at overtime rates for a minimum of 4 hours.
- (g) Rest periods after overtime. When overtime is necessary it shall whenever reasonably practicable, be so arranged that employees have at least ten consecutive hours off work between the work of successive days.
- (h) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after the completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (i) If, on the instruction of the Company, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (j) The provisions of this clause shall apply in the case of shift workers, other than those working twelve hour shifts, as if eight hours were substituted for ten hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (k) Sunday and holiday work. Except as otherwise provided, all work done on a Sunday shall be paid for at the rate of double time, while all work done on a holiday prescribed by clause 44 of this Agreement shall be paid for at the rate of triple time. There shall be a minimum payment of four hours at the appropriate rate for any work performed on a Sunday or holiday, provided that such payment does not apply to work which is continuous with work done on the previous or following day.

## **23. Attendance issues**

- (a) Crew Meetings are to be held on overtime at a time and day to be determined by the Consultative Committee. The shift roster will be altered to show the crew meeting times when this has been decided. Attendance at crew meetings will be compulsory for all operators unless reasonable cause can be given for not attending (i.e. medical certificate).
- (b) Maintenance Electricians are required to attend the Crew Meeting with their nominated Production Crew. Maintenance fitters are also required to attend the crew meeting whenever they are rostered to work on a Wednesday (it is recognised by all that this means each fitter will attend a crew meeting every 3 weeks).

- (c) Training courses in statutory areas (OHS, EEO and Environmental) will be compulsory attendance for all nominated operators. Training in other areas will be discussed at the Consultative Committee to determine the priority. Where attendance is deemed compulsory (as listed above), any non attendance will be discussed at the next Consultative Committee Meeting. Further non attendances by the same operator may result in disciplinary action being taken.
- (d) It is expected all operators arrive for their shift early enough to allow for a hand over with the off-going operator. In the case of Maintenance Operators, this is dependent on the roster allowing such a relief provision to work. This is to ensure that the on-coming operator is aware of all relevant issues and will be able to plan accordingly. The Consultative Committee will monitor compliance and progress in this matter.
- (e) Employees not at work at the time, and who are required by the Company to attend designated meetings, will be paid for their time on site. The Company will provide a minimum of four hours work (inclusive of meeting time) and employees undertake to be available to perform work during their period of attendance as directed by the Company. This arrangement also applies to operators attending meetings at the conclusion of night shift. Should operators not make themselves available for the full period of time, payment will be made only for the time they are required on site.
- (f) If an employee is requested by the Company to attend a meeting on a day that they are taking an RDO or annual leave, then the Company will make payment for 4 hours at double time irrespective of the employee being in attendance for four hours or not.
- (g) All crews should have a back up committee member so that when employees are on annual leave, RDO's etc., the back up committee member can attend. An exception would be if a line manager or supervisor specifically requested the first representative to be in attendance at the designated meeting.
- (h) In circumstances where:
  - (i) an employee representative is required to attend site to participate in designated meetings or events, such as health and safety meetings or consultative committee meetings; and
  - (ii) the employee representative is not rostered to work during the time of the meeting/event (or immediately before or after the meeting/event),

the employee representative will be entitled to a minimum of 2 hours' pay irrespective of the length of attendance. This indicates the Company's continued support for employee involvement in health and safety matters and employee consultation.

## CLASSIFICATIONS AND RELATED MATTERS

### 24. Classifications

- (a) Production and Distribution Employees. Current skill levels are set out below. Major skills are:

<b>Production</b>	<b>Warehouse</b>
Plastermill Operator	Forklift (loading trucks)
P.L.B. Operator	
Former Operator	Load Planning

Core Mix Operator	Paper Receival plus 2 of the following:- insulation forklift, grab forklift, pack turner, floor sweeper, pack strapper.
Dry End Inspector	FEL Operator
Dry End Operator	
Forklift Operator	
FEL Operator	

For an employee to progress to Senior Operator, that employee must have all 7 boardline operator position major skills (including the FEL skill) plus 1 warehouse major skill.

For a warehouse employee to progress to level 6 that employee must have each of the warehouse major skills (including the FEL skill) plus Forklift (end of line) major skill plus the gypsum receival peripheral skill.

Skill Levels apply as follows:-

Level		Skills Required
1		Introductory
2		Any 2 or more peripheral skills.
3		1 major skill
4		2 major skills
5		3 major skills
6	(production)	5 major skills
6	(warehouse)	All warehouse major skills plus FEL and ft (end of line) major skill plus gypsum receival peripheral skill
7		7 major skills including 2 wet end skills
Senior Operator		9 major skills (8 boardline position skills and 1 major warehouse skill)

(b) Maintenance employees.

All Maintenance employees on site to be in possession of a current trade certificate relevant to his or her respective trade.

A multi-skilling environment exists on site where each maintenance employee may be called upon to perform duties that may not necessarily be specifically related to the scope of work covered by that trade. Examples of these duties may include incidents of cleaning up plaster spills caused by dismantling of machinery, sweeping of floor area where maintenance work has been performed, wiping down of machinery parts from oil and other contaminants for the purpose of dismantling, etc.

Multi-skilling will also involve the process of different trades personnel helping each other where required.

Maintenance Operators may at times be required to operate machinery, in a production role. Skills are defined by Training Schedules (TS) located in the Quality Manual. Skill Levels apply as follows:-

Level	Skills Required
-------	-----------------

Fitter Level 1	Trade Certificate + TS901
Fitter Level 2	Fitter Level 1 + TS902
Fitter Level 3	Fitter Level 2 + TS903
Fitter Level 4	Fitter Level 3 + TS904
Electrician Level 1	Trade Certificate + TS911
Electrician Level 2	Electrician Level 1 + TS912
Electrician Level 3	Electrician Level 2 + TS913
Electrician Level 4	Electrician Level 3 + TS914

**25. Training and acquisition of production skills**

- (a) There shall be no barriers to employees advancing through the classification structure and all employees shall have the opportunity and be willing to undertake training to the level of their competence in order to progress through the classification structure.
- (b) The Company will make arrangements to provide on-the-job and off-the-job training for particular production skills defined in the structure set out in this clause.
- (c) Such training arrangements will include institutional courses and/or appropriate on-the-job training programs.
- (d) The Company undertakes to provide refresher training and operating time opportunities as required in order that an employee may maintain competence in his/her portfolio of job skills.
- (e) Progression through the classification structure set out in this clause will be dependent upon an employee achieving an acceptable standard of performance in training programs undertaken.
- (f) An employee may be required to transfer between work locations and shifts, as necessary to maintain his/her portfolio of job skills and to maintain a history of recent operating hours of experience in a particular job. Where such transfers involve a change of shift 7 days' notice shall be given, provided that a lesser period may be between the employee and the Company.
- (g) Transfers between work locations and shifts, as necessary of one employee may also be effected to enable another employee to maintain and/or develop skills. Where such transfers involve a change of shift, 7 days' notice shall be given provided that a lesser period may be agreed between the employee and the Company.
- (h) When there is work carried out by contractors, dealing with PLC programming updates or N.T conductor or any other major work, the Company will endeavour to have an electrician present while they do so. A list of all changes to be documented and distributed to all electricians and logged for future reference.
- (i) Occupational licenses. The cost of job specific licenses, as listed below, will be reimbursed on the basis that they are specifically required by the Company for the employee to carry out their job responsibilities.
  - (i) The employee will be responsible for renewing the license, prior to the expiry date of the licence, and on provision of a receipt, will be reimbursed for the cost.
  - (ii) The Company will notify the employee in writing three months prior to the expiry date and then again two weeks prior to the employee's licence expiring.

- (iii) If the requirements of 25(i)(ii) are met, then the Company will not pay for re-establishment of a licence where the employee has allowed the licence to lapse.
  - Forklift licence
  - Elevated work platform licence
- (iv) Any licenses not referred to in this list, but mandated by the Company as a job requirement, during the period of this Agreement, will be referred to the consultative committee on a case by case basis.

## **26. Payment for ordinary shifts**

- (a) Day Shift. An employee working on day shift shall be paid at ordinary rates when working an 8 hour shift.
- (b) Afternoon Shift. An employee working on afternoon shift shall be paid 17.5 percent more than the ordinary rate.
- (c) Night Shift – Rotating. An employee working on night shift which rotates with another shift shall be paid 20 percent more than the ordinary rate.
- (d) Rates for ordinary shifts on Saturday, Sunday and holidays.
  - (i) Ordinary shifts worked on a Saturday shall be paid for at the rate of time and one half, on a Sunday at the rate of double time and on holidays at the rate of triple time. Such extra rate shall be in substitution for shift allowances as prescribed in sub clauses 26(a)(b)(c) above.
  - (ii) Saturday and Sunday are defined as the hours of work prescribed for shifts in clause 20 hereof.
- (e) Prohibition on permanent night shift. Employees shall not be engaged to work on non-rotating night shifts.

## **27. Wage rate increases**

- (a) Employees will be paid all rates and allowances for the duration of this Agreement's operation in accordance with the Briefing Document circulated to employees during the course of the 'access period' for voting on the Agreement.
- (b) An undertaking will be given to the Fair Work Commission to ensure employees are paid in accordance with the Briefing Document.
- (c) Employees who have been continuously employed for at least 12 months with the Company, at the date that this Agreement is made (ie. the day it is approved by employee vote) will receive a one-time 'Cost of Living Bonus' of \$3,500, paid in the first pay period after principal agreement is reached on this Agreement (which will occur before the Agreement is approved by the FWC). Part-time and casual employees will receive a pro-rata amount based on their average weekly hours over the previous 6 months. This payment is subject to applicable taxes.

## **28. Allowances**

All allowances and applicable increases are specified in the Briefing Document circulated to employees during the course of the 'access period' for voting on this Agreement.

## **29. Superannuation**

- (a) The Company will make contributions to an eligible choice superannuation fund (complying fund) on behalf of employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) In the event that an employee does not exercise their right to choose a superannuation fund or if they fail to do so within the prescribed time, the Company will make contributions on their behalf to the CBUS superannuation fund (default fund); provided that the default fund continues to have a "My Super" facility.
- (c) The Company makes no guarantee nor is it required to assure the availability of benefits from any superannuation fund(s).
- (d) Employees may on a voluntary basis elect to have a proportion of their gross income allocated on "salary sacrifice" basis to superannuation.
- (e) This proportion must conform to ATO rules for employer contributions and not exceed the maximums as defined by the ATO. Also, subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Company to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 29(a) or (b) hereof.
- (f) An employee may adjust the amount the employee has authorised the Company to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Company.
- (g) The Company will comply with Government legislated superannuation increases during the term of this Agreement.
- (h) The Company will include rostered crew meeting overtime for the purposes of the superannuation calculation.

## **30. Income protection insurance**

The Company agrees to contribute to an Income Protection Scheme, currently provided by Coverforce Pty Ltd. These contributions constitute part of the overall wage settlement between the parties. The scheme will incorporate a 21 day qualifying period, with 90% of coverage for non-work related sickness and injuries and 100% of coverage for work related injuries at a maximum contribution by the Company of 1.83% of wage rate. Coverforce Pty Ltd. acknowledges that the premium rate, as agreed, will be maintained at that rate for the term of this Agreement.

- (a) The scheme comprises Injury and Sickness cover. The terms and conditions of the Income Protection Scheme are attached to the Agreement as an annexure.
- (b) The Company agrees to contribute to the Income Protection Scheme up to and capped at 1.83%.
- (c) The scheme comprises personal Injury and sickness cover. The terms and conditions of the Income Protection Scheme are to be negotiated by the employer with the provider.

## **31. Payment of wages (including late payment)**



- (a) All wages shall be paid weekly not later than two days following the expiration of the pay week.
- (b) Subject to the provisions of this clause, the method of payment shall be by electronic funds transfer to the employee's bank account in all cases.
- (c) Currently, the Company payroll is calculated and deposited one day earlier than required by the provisions of this Agreement. The following procedure will therefore apply where payment is not credited on the usual day (i.e. Tuesday each week):
  - (i) The Company will have one working day (i.e. Wednesday) to resolve the problem.
  - (ii) Thereafter the Company will draw a cheque for the payment and arrangements will be made for the cheque to be cashed at the Company's bank.
  - (iii) If a cheque is not available, a letter of credit has been established at the Company's bank to enable payment to be made.
- (d) This sub clause will apply where an employee has not been paid standard wages, including shift loading but excluding overtime and allowances, by 5pm on the day following pay day (i.e Tuesday), and has provided written notification to their supervisor by 4.00pm that day (i.e Tuesday). As set out in sub-clause 31 (c), the Company will have one working day (i.e Wednesday) to resolve the problem. Failure to resolve the problem after one working day (i.e Wednesday) will result in a penalty applying. The penalty will be payment of time and one half for each ordinary rostered hour until payment is made. Where the employee is not rostered on, the penalty will be 8 hours at time and a half. This penalty arrangement will only apply where none of the standby arrangements set out in sub clause 31(c) above, have been effected.
- (e) Maintenance employees are required to complete their own time sheets and submit them to the Maintenance Manager each week (before 10:00am Monday). Late payment schedule applies as indicated above provided these time sheets have been submitted and notice of a problem is given in accordance with the limits described above.
- (f) Employees who are rostered on a shift(s) that commences on a Friday, and who report any payroll discrepancies within 24 hours to their supervisor, will have any pay corrections rectified by the following Tuesday morning.

### **32. Payment for public holidays**

- (a) For Maintenance Operators on public holidays will receive 12 hours pay regardless of whether they are rostered on or off.
- (b) Continuous shift Workers will be paid 12 hours pay regardless of whether they are rostered on or off.
- (c) Public Holidays worked will be paid at triple time. The triple time payment will substitute for and will not be additional to any other payment for the public holidays concerned.

## **TYPES OF LEAVE AND PUBLIC HOLIDAYS**

### **33. Annual leave**

- (a) Day workers and non-continuous shift workers shall be allowed a period of four weeks' annual leave for each twelve months' continuous service with the Company (less the period of annual leave). An employee's entitlement to paid annual leave accrues progressively during a year of service and

accumulates from year to year. The four week period shall be inclusive of one rostered day off as provided in this Agreement.

- (b) Seven day shift workers. In addition to the leave hereinbefore prescribed, seven day shift workers, that is shift workers who are rostered to work regularly on Saturdays, Sundays and holidays, shall be allowed seven consecutive days' leave, as per the shift roster, including non-working days. Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven day shift worker, he or she shall be entitled to have the period of four weeks' consecutive days' annual leave prescribed in clause 36(a) hereof increased by three and one-sixth hours for each month he or she is continuously engaged as aforesaid.
- (c) Annual leave exclusive of public holidays. If any holiday specified in clause 44 of this Agreement falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.
- (d) Broken leave. Annual leave shall be taken in a continuous period, unless otherwise agreed between the Company and the employee. In cases where the Company and an employee have agreed on multiple periods of leave, one of the periods shall not be less than two consecutive weeks, exclusive of any public holiday or holidays which may occur during such period of leave. Any such periods of leave shall be granted to an employee within six months from the date when the right to annual leave accrued.
- (e) Time of taking leave. Annual leave shall be given at a time fixed by the Company within a period not exceeding six months from the date when the right to annual leave accrued and after not less than four weeks' notice to the employee.
- (f) Production employees. The Company expects that the normal pattern of annual leave will involve production employees taking three weeks annual leave (including the Christmas - New Year period) plus a separate period of one week, and another separate period of one week (for continuous seven day shift roster employees) later in the year.
- (g) For the purposes of annual shut down periods, all members of a production crew will take their period(s) of annual leave at the same time. For the purposes of annual shut down periods all production crews or an agreed number of production crews will take leave at the same time to ensure that the production shut down period is continuous.
- (h) Warehouse employees. Except for the December - January period not more than one warehouse employee will be on annual leave at any one time. Warehouse employees will take their annual leave in broken periods to suit the Company's warehousing and distribution work pattern requirements.
- (i) Maintenance employees. Each trade is to ensure that annual leave periods do not clash, overlap or interfere with planned maintenance. This includes Easter and Christmas shutdowns. Only one (1) maintenance operator from each trade to be absent for annual leave at any one time.
- (j) General. The arrangements set out above may be varied by mutual agreement between the employees and Company management.
- (k) It is recognised that from time to time an employee may request to have leave approved which falls outside the arrangements set out above. The Company will wherever possible accommodate such requests for leave made with reasonable notice, to facilitate such situations as attendance at special events or overseas or interstate travel.
- (l) In the event that it is decided that an annual shutdown period will not take place, the Company will inform all employees of such a decision by the end of September. After this information is

communicated it is compulsory that all employees submit an annual leave form for a minimum of 14 days continuous leave by the end of December that calendar year. This period of leave must be taken in between the period of September to the following September, thus all employees have a 3 month window to submit in their leave forms. This leave will have the following guidelines;

- (i) the basis on which this leave will be granted will be the first form received will be the first leave granted;
  - (ii) only one operator per workgroup will be granted leave at any particular time, if another operator requires leave, during a period where another operator has already been granted leave, this leave will be discussed at the Consultative Committee meeting where its members will decide to either grant or reject the leave.
- (m) Objectives. The objective of these arrangements is to maintain maximum flexibility and versatility to meet customer requirements.
- (m) Leave allowed before due date. The Company may allow annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.
- (n) Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued and the employee subsequently leaves or is discharged from the service of the Company before completing the twelve months' continuous service in respect of which the leave was granted, the Company may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sum paid for any of the holidays prescribed by clause 44 of this Agreement.
- (o) Payment for period of leave. Each employee before going on leave shall be paid for the period of leave at the applicable rate of pay for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his or her leave or the termination of his or her employment, as the case may be.
- (p) Proportionate leave on termination. If after one month's continuous service in any qualifying twelve monthly period an employee leaves his or her employment or his or her employment is terminated by the Company, the employee shall be paid at his or her ordinary wage rate 2.923 hours in respect of each completed week of continuous service, in respect of which leave has not been granted. Provided that a continuous shift worker shall be paid at his or her ordinary wage rate 3.65 hours in respect of each completed week of continuous service, in respect of which leave has not been granted hereunder in this clause.

#### **34. Entitlement to cash out part of annual leave**

- (a) Subject to agreement by the Company, an employee may cash out accrued annual leave in any 12 month period, provided that:
  - (i) the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
  - (ii) each cashing out of a particular amount of paid annual leave is by a separate written agreement in writing between the employee and the Company; and

- (iii) the employee is paid at least the full amount that would have been payable had the employee taken the leave forgone.

### **35. Annual leave loading**

- (a) In addition to the payments prescribed in clause 33 hereof, an employee shall receive during a period of annual leave:
  - (i) In the case of day workers a loading of 17.5% calculated on the appropriate rate prescribed in this Agreement. This payment is dedicated to compensate employees for the lost opportunity to work overtime during the relevant annual leave period.
  - (ii) In the case of shift workers the loading provided in clause 35(a)(i) hereof or shift loadings the employee would have received during the period had he or she not been on annual leave, whichever is the greater.
- (b) The loading prescribed above shall apply to proportionate leave on termination of employment where the required period of notice is given, but not in the case of summary termination.

### **36. Rostered days off (RDO's)**

- (a) Production Employees. Production employees working on rotating or day shift may accrue up to 3.6 hours on a 4 shift roster. The deferring of RDO's and the times at which they will be taken to be mutually agreed between the employees and the Company.
- (b) Distribution roster will be drawn up to suit the Company's distribution requirements (not to be taken in the first 3 working days of any month). Employees will be able to accrue up to 5 RDO's to be taken in conjunction with a period of annual leave
- (c) Maintenance Employees. Maintenance employees working shift work will not be eligible for rostered days off. Maintenance employees working on a Day Shift Roster (8 hours per day) will accumulate 2 hours per week for a monthly rostered day off.
- (d) Cashing out of RDO's. An employee and the Company may agree to cash out accrued RDO's in lieu of an employee taking the time off. In such case payment will be made at the employee's ordinary time rate of pay.

### **37. Personal / Carers leave**

- (a) The provisions of this clause apply to full time and regular part time employees, but do not apply to casual employees.
- (b) Personal leave accrues at the rate of 10 days for each completed year of continuous employment with the Company. In the first year of an employee's employment with the Company, personal leave will accrue progressively according to an employee's service in that year.
- (c) On the first anniversary, and each subsequent anniversary of an employee's continuous employment, the Company will credit employees with 10 days personal leave (to be determined as per clause (b)).
- (d) Personal leave not used or paid out in accordance with clause 38 of this Agreement, will accumulate for the term of an employee's employment with the Company.
- (e) An employee may use any of his/her available balance of personal leave as paid carer's leave.

- (f) Paid personal leave is available to an employee when he or she is absent due to:
- personal illness or injury (sick leave); or
  - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- (g) The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:
- a member of the employee's immediate family; or
  - a member of the employee's household
- (h) Sick leave. Sick leave is leave to which an employee, other than a casual, is entitled without loss of pay because of his or her personal illness or injury.
- (i) Employee must give notice. As soon as practicable preferably within four hours of the commencement of such absence, the employee shall inform the Company of his or her inability to attend for duty. An employee working extended shifts as prescribed in clause 19 hereof shall be required to inform the Company one hour before the start of day shift or two hours before the start of night shift of his or her inability to attend for duty. The notice must include:
- the nature of the injury or illness (if known); and
  - how long the employee expects to be away from work.
- (j) If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone at the first opportunity.
- (k) Evidence supporting claim. The employee must, if required by the Company, establish by production of a medical certificate from a registered medical practitioner that the employee was unable to work because of injury or personal illness.
- (l) Carer's leave. An employee other than a casual is entitled to use personal leave to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- (m) Notice required. Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so. The notice must include:
- the name of the person requiring care and support and his or her relationship to the employee;
  - the reasons for taking such leave; and
  - the estimated length of absence.
- (n) If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone at the first opportunity.
- (o) Evidence supporting claim. The employee must, if required by the Company, establish by production of a medical certificate from a registered medical practitioner, the illness of the person concerned and that the illness is such as to require care by another.

- (p) Unpaid leave. An employee may take up to 2 days unpaid carer's leave, or more than 2 days unpaid carer's leave by agreement with the Company.

### **38. Entitlement to cash out part of Personal Leave**

Subject to agreement by the Company, an employee may elect to cash out personal leave, provided that:

- the amount cashed out must not result in the employee's remaining accrued personal leave balance falling below 15 days;
- each cashing out of a particular amount of leave must be by a separate agreement in writing between the employee and the Company; and
- the employee must be paid at least the amount that would have been payable to the employee had the leave been taken.

### **39. Compassionate leave**

- (a) Compassionate leave is paid leave taken by an employee for the purposes of spending time with a person who:
- (i) is a member of the employee's immediate family or a member of the employee's household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (iii) after the death of a member of the employee's immediate family or a member of the employee's household.
- (b) Subject to this clause, an employee is entitled to a period of 3 days (or three separate periods of 1 day each) of compassionate leave each occasion when a member of the employee's immediate family or a member of the employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (c) However, the employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

### **40. Long service leave**

Long service leave accrues, is taken and paid in accordance with the provisions of the *Long Service Leave Act 1955* (NSW) (as amended).

### **41. Parental leave**

Parental leave (maternity, paternity, adoption leave) is unpaid leave which is granted and arranged in accordance with the provisions of Part 2-2, Division 5 of the FW Act. Employees are entitled to parental leave in accordance with these provisions.

### **42. Community service leave**

- (a) An employee who engages in an eligible community service activity such as jury duty or a voluntary emergency activity is entitled to be absent from his or her employment for a reasonable period.
- (b) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- (c) An employee required to attend a voluntary emergency management activity in an emergency or natural disaster will be entitled to be absent from his or her employment, provided the absence is reasonable in all the circumstances.
- (d) An employee shall notify the Company as soon as possible of the day upon which he/she is required to attend for jury service or a voluntary emergency management activity. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **43. Family and Domestic Violence Leave**

- (a) Employees experiencing or who have experienced domestic or family violence are entitled to 10 days paid family and domestic violence leave in a 12 month period, in accordance with the National Employment Standards (NES) to deal with domestic or family violence. Paid family and domestic violence leave does not accumulate from year to year and is available in full to part-time and casual employees.
- (b) It is important the employee contact the respective Etex manager as soon as practicable, to advise on the period of leave, or expected period of leave.
- (c) Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.
- (d) It is possible that employees may use Carer's leave, including leave without pay to support a person experiencing family violence in addition to the ten (10) days of paid leave. The pre-requisites for taking Carer's leave (and the evidence requirements applicable) must be met in these circumstances.
- (e) An employee will be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional.
- (f) All personal information about family violence will not form part of the employee records and will be kept confidential.
- (g) An employee experiencing family violence will be offered referral to the Employee Assistance program in addition to any other support the employee has in place at the time and or seeks to take up in the future, including recommendations by their union.
- (h) An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

#### **44. Public holidays**

- (a) For the purpose of this Agreement, the following public holidays are recognised:

New Years Day

Australia Day  
Good Friday / Easter Saturday / Easter Sunday / Easter Monday  
ANZAC Day  
Queens Birthday  
Labour Day  
Christmas Day  
Boxing Day  
One other day in accordance with subclause (b) hereof.

- (b) The Company will provide one other recognized workplace holiday. This will be either the Tuesday following Easter Monday or a day mutually agreed in each work area.
- (c) The following arrangements will apply to work on public holidays: -
- (i) The Company will publish an annual shift roster, revised every three months. Such roster may be subject to change in accordance with Agreement provisions.
  - (ii) Where the Company decides not to work on a public holiday at least seven (7) days notice will be given to affected employees.
- (d) The above holidays shall be paid for even though not worked if such holidays fall on an ordinary working day.
- (e) Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, the Company Counselling guidelines (clause 15) will apply.
- (f) In the event of an employee's rostered day off falling on a public holiday, the Company and the employee shall agree to an alternative day off duty as a substitution. Provided that in the absence of agreement the substituted day shall be determined by the Company.
- (g) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- (h) The Company may request an employee to work on a public holiday if the request is reasonable.
- (i) If the Company requests an employee to work on a public holiday, the employee may refuse the request if:
- (i) the request is not reasonable; or
  - (ii) the refusal is reasonable.
- (j) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
- (i) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
  - (ii) the employee's personal circumstances, including family responsibilities;



- (iii) whether the employee could reasonably expect that the employer might request work on the public holiday;
- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
- (vi) the amount of notice in advance of the public holiday given by the employer when making the request;
- (vii) in relation to the refusal of a request--the amount of notice in advance of the public holiday given by the employee when refusing the request;
- (viii) any other relevant matter.

### **General Matters**

#### **45. Occupational health and safety and Maintenance**

- (a) The Company has developed appropriate OH&S goals which employees contribute to and support. The parties will work jointly to develop among the Matraville work force a greater awareness of safety issues and the impact that occupational health and safety can have on the operating environment and costs.
- (b) The Company is developing a smoke free workplace. As such smoking is only permitted in the designated areas on the Matraville Site. However the Company may, in collaboration with the Occupational Health and Safety Committee, declare the whole of the Matraville Site as a NO SMOKING ZONE.

#### **46. Operation – Warehouse and Production and Maintenance**

Warehouse:

- (a) It is the Company's aim to maintain a manning level of maintenance employees that ensures safe and cost effective operation of plant equipment and that meets with the operational requirements of the business.
- (b) The Warehouse will run with a manning level of 8 operators, operating on a split hour system between the hours of 5.30am and 5pm Monday to Friday.
- (c) The Warehouse is responsible for managing the whole yard; this would include unloading of all raw materials (excepting Gypsum).
- (d) A bonus payment of \$13.00 per week will be paid to warehouse employees subject to all trucks which arrive within the times designated in the Performance Standards and Procedures Manual, being loaded/offloaded on the day on which they arrive. Those times are:
  - B-doubles to arrive at site by 2.30pm;
  - tray trucks to arrive by 4:00pm; and

- semi-trailers to arrive by 3.30pm.
- (e) The Leading Hand is to confirm overtime, for the early shift, with management by 12.00. In some cases additional overtime opportunity may arise after 12.00pm. The Leading Hand is to confirm overtime required after 5.00pm by 3.00pm.
- (f) In the event of warehouse operators being unavailable to load trucks which arrive within the designated times, production operators may be used to load those trucks, provided this being the work or duties within the limits of the employee's skill, competence and training; including the load plan.
- (g) In normal circumstances, not more than two employees will be on a break at any one time. This arrangement may be varied to suit work requirements.

Production:

- (h) It is the Company's aim to run with an optimum manning level of 7 operators.

#### **47. Anti-discrimination**

- (a) It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (b) Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of the Agreement nor their operation are directly or indirectly discriminatory in their effects.

#### **48. Union Rights Clause**

- (a) Union Membership - The parties recognise the arrangements outlined in this Agreement have evolved from the Union representing the employees. The Company agrees that the Union will have the rights to enrol employees on the premises.
- (b) The Company undertakes upon authorisation to deduct Union membership dues, as levied by the Union in accordance with its rules, from pay of employees who are members of the Union. Such monies collected will be forwarded to the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- (c) Should the employee choose the option of direct debit of Union membership dues then the employee is responsible for all arrangements directly with the Union.

*Workplace Delegates*

- (d) 'Delegate's organisation' - means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected.
- (e) 'Eligible employees' - means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.
- (f) Before exercising entitlements under clause 48, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace

delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.

- (g) An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.
- (h) Right of representation - A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
  - 1) consultation about major workplace change;
  - 2) consultation about changes to rosters or hours of work;
  - 3) resolution of disputes;
  - 4) disciplinary processes;
  - 5) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
  - 6) any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.
- (i) Reasonable communication - A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 48(h). This includes discussing membership of the delegate's organisation and representation with eligible employees. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- (j) Reasonable access to the workplace and workplace facilities: The Company must provide a workplace delegate with access to or use of the following workplace facilities:
  - 1) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - 2) a physical or electronic noticeboard;
  - 3) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - 4) a lockable filing cabinet or other secure document storage area; and
  - 5) office facilities and equipment including printers, scanners and photocopiers.

The Company is not required to provide access to or use of a workplace facility under clause 48(j) if:

- 1) the workplace does not have the facility;
  - 2) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - 3) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
- (k) Reasonable access to training: The Company will provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
  - 1) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

- 2) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
    - (i) full-time or part-time employees; or
    - (ii) regular casual employees.
  - 3) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
  - 4) The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
  - 5) If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.
  - 6) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
  - 7) The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.
- (l) Exercise of entitlements: A workplace delegate's entitlements under clause 48 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- 1) comply with their duties and obligations as an employee;
  - 2) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - 3) not hinder, obstruct or prevent the normal performance of work; and
  - 4) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

Clause 48 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

Clause 48 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: In accordance with section 350A of the Act, the Company also must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or this clause.

#### *Dispute Resolution procedure Training Leave*

- (m) An eligible employee representative is entitled to, and the Company will grant, up to 5 days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and with the FW Act.
- (n) An eligible employee representative must give the Company 6 weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the Company may agree to accept.
- (o) The notice to the Company must include details of the type, content and duration of the course to be attended.
- (p) The taking of such leave must be arranged having regard to the operational requirements of the Company so as to minimise any adverse effect on those requirements.
- (q) An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- (r) Leave of absence granted pursuant to this clause counts as service for all purposes of this Agreement.
- (s) For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:
  - 1) Who is a shop steward, a workplace delegate, or an employee representative duly elected or appointed by the employees in the workplace (Matraverse Plant of production and warehouse) generally or collectively for all or part of the workplace for the purpose of representing those employees in the dispute resolution procedure; and
  - 2) Who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

<b>Number of employees employed by the Company in an enterprise or workplace</b>	<b>Maximum number of eligible employee representatives entitled per year</b>
5–15	1
16–30	2
31–50	3
51–90	4
More than 90	5

- 3) Where the number of eligible employee representatives exceeds the quota at any particular time for the relevant workplace, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 4) For the purpose of applying the quota table, employees employed by the Company in the workplace are full-time and part-time employees, and casual employees with 6 months or more service, covered by this Agreement who are employed by the Company and engaged in the workplace to which the procedure established under clause 14 — Disputes resolution applies.

#### 49. Flexibility Term

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) the agreement deals with one or more of the following matters:
    - arrangements about when work is performed;
    - overtime rates, in so far as they are affected by a variation made in relation to (a);
    - penalty rates, in so far as they are affected by a variation made in relation to (a);
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the FW Act and
  - (ii) are not unlawful terms under section 194 of the FW Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the Company and employee; and
  - (iii) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (iv) includes details of:
    - the terms of the enterprise agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) The Company will seek to ensure that the arrangement does not disadvantage or discriminate against the employee, or other employees or a group of employees, whether directly or indirectly.
- (e) Flexibility arrangements will not be entered into with employees with less than 6 months service.
- (f) An employee is entitled to have a nominated representative present for flexibility discussions if they desire.

- (g) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (h) The Company or employee may terminate the individual flexibility arrangement:
  - by giving no more than 28 days written notice to the other party to the arrangement; or
  - if the employer and employee agree in writing – at any time.

## **50. Variation of Agreement**

If during the period of operation of this Agreement the parties by discussion and consent wish to vary this Agreement, the variation(s) will be processed in accordance with ss.207-217 of the FW Act.

## **51. No further claims**

The finalisation of this Agreement by the parties, settles in full all wage rates and wage rate increases and conditions of employment matters and claims however arising against the Company.

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- (a) the parties will not pursue any extra claims for wage increases;
- (b) the parties will not seek any changes to or make any further claims in relation to the terms and conditions of their employment whether dealt with in this Agreement or not during the nominal term of this Agreement;
- (c) this Agreement will cover all matters or claims regarding the employment of the employees which could otherwise be the subject of protected action pursuant to the provisions of the FW Act; and
- (d) the parties to this Agreement will not engage in protected action pursuant to the FW Act in relation to the performance of any work covered by this Agreement during the nominal term of the Agreement.

**52. Definitions**

“Agreement”	means the Etex Plasterboard [Matraville] Agreement 2021
“ATO”	means the Australian Taxation Office
“Award”	means the <i>Manufacturing and Associated Industries and Occupations Award 2020 [MA000010]</i> . In the application of this Agreement, the content of the Award applies exclusively to maintenance employees.
“Casual employee”	A casual employee is an employee who works as required for the Company and is paid on an hourly basis. There are no set hours of employment and the employee is paid a casual loading in accordance with the award or this Agreement. A casual employee is a direct employee of the Company.
“Company”	means Etex Australia Pty. Ltd. [ACN 003 621 010]
“Labour hire employee”	A labour hire employee is an employee who works as required for the Company and is paid on an hourly basis. There are no set hours of employment and the employee is paid as per the arrangements with a labour hire agency. A labour hire employee is a direct employee of a labour hire agency.
“FW Act”	means the <i>Fair Work Act 2009</i> (Cth)
“FWC”	means the Fair Work Commission.
“Immediate family”	Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee in a bona fide domestic basis; and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.





**SIGNATURES OF THE PARTIES**

**SIGNED** for and on behalf of

Etex Australia Pty. Ltd.  
31 Military Road, Matraville NSW 2036  
by its Country Manager Australia  
ABN: 61 003 621 010

  
.....  
Rob Verguizas

**DATED** This        day of                    2024

---

**SIGNED** for and on behalf of

Construction, Forestry and Maritime Employees Union, NSW Branch  
[ABN 37317397120 ]  
Level 2, 63 Miller Street, Pyrmont NSW 2009] 9]

by its Secretary  
*JOINT EXECUTIVE OFFICER*  
**DATED** This 12<sup>th</sup> day of *NOVEMBER* 2024

  
.....  
(insert name) *PHILLIP PASFIELD*

---

**SIGNED** for and on behalf of

Electrical Trades Union  
[ABN                    ]  
Level 5, 370 Pitt Street, Sydney NSW 2000  
by its Secretary

.....  
(insert name)

**DATED** This        day of                    2024

---

**SIGNED** for and on behalf of

The Australian Manufacturing Workers Union  
[ABN                    ]  
133 Parramatta Road, Granville NSW 2142  
by its Secretary

.....  
(insert name)

**DATED** This        day of                    2024