

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/136

TITLE: Ultrafloor (Aust) Pty Ltd Enterprise Agreement 2005

I.R.C. NO: IRC6/1127

DATE APPROVED/COMMENCEMENT: 8 March 2006 / 8 March 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/341.

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Ultrafloor Pty Ltd, located at 6, Kyle Street, Rutherford NSW 2320, who fall within the coverage of the Concrete Pipe and Concrete Products Factories Consolidated (State) Award.

PARTIES: Ultrafloor Pty Ltd -&- The Australian Workers' Union, New South Wales

ULTRAFLOOR(Aust) PTY LTD ENTERPRISE AGREEMENT 2005

1. TITLE

This agreement shall be known as the "**ULTRAFLOOR (Aust) PTY LTD ENTERPRISE AGREEMENT 2005**"

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PART 1 - PURPOSE

1.1 Intention

This is a single site agreement which has been developed through a process of consultation and reflects a commitment to achieving a flexible and more competitive enterprise.

Our intention is to create an environment which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.

Work will be organised wherever possible to maximise the flexibility of the work force and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained. Single status employment will be upheld wherever possible.

A workplace consultative committee representative of both management and employee stakeholders will review and oversee the implementation of this agreement.

1.2 Duress

This agreement was not entered into under duress by any party to it.

1.3 Incidence

This agreement shall be binding upon ;

- a) The operations of Ultrafloor Pty Ltd (hereafter referred to as "**the Company**") at 6 Kyle Street, RUTHERFORD NSW 2320 in respect of employees covered by the classifications contained within this agreement ; and
- b) The employees of Ultrafloor Pty Ltd employed at 6 Kyle Street, RUTHERFORD NSW 2320.
- c) The Australian Workers Union, NSW

1.4 Date and Period of Operation

This agreement shall operate from the date of certification and shall remain in force until 30th June 2008.

1.5 No Extra Claims

No extra claims including wage or allowance increases shall be granted or claimed other than those contained or provided herein for the duration of this agreement.

1.6 Demarcations

It is agreed there will be no demarcation other than those arising from individual levels of skill.

1.7 Previous Workplace Agreements

This agreement rescinds all previous workplace agreements relating to conditions of employment, written or practice whether certified or by notice.

1.8 Application of the Concrete Pipes and Concrete Products Factories (State) Award

This agreement replaces the conditions of employment previously regulated by the Concrete Pipes and Concrete Products Factories (State) Award. Where this agreement is silent the conditions of this award shall apply.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Statement of Engagement

Prior to commencement of employment, employees will be provided with a statement of engagement encompassing a job description which sets out the basic terms and conditions of employment. The duly signed copy by the employee shall be returned to the company prior to commencement.

2.2 Engagement

2.2.1 Permanent

Except for casual and/or part-time employees, engagement shall be by the week.

2.2.2 Part-Time Employees

A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days of hours worked by permanent employees. A part-time employee shall be paid a pro-rata proportion of the full time weekly rate applying to the classification, and shall be entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

2.2.3 Casual Employees

Casual employees shall mean an employee who is paid as such and engaged by the hour. The hourly rates noted in SCHEDULE A are inclusive of the Annual Holidays Act 1944 leave component for casuals. It is understood and agreed between the parties that no casual worker should be employed as such for a period exceeding 6 months. At or before the completion of 6 months

continuous employment the parties agree to meet with a view of offering a permanent position to the casual worker.

2.3 Probationary Period

A probationary period of three months will apply to all new permanent and part-time employees. During this period the employee's performance will be monitored and the employee being advised regularly of their performance outcomes. Following the probation period the employee will be further advised in writing as to the continuation of employment, such continuation being dependant on the employee obtaining an acceptable standard of performance.

2.4 Termination of Employment

In order to terminate the employment of an employee (other than a casual employee) the company shall give to the employee the following notice :

Period of Continuous Service	Period of Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the company.	

The notice of termination required to be given by an employee shall be the same as that required of the company, except that there shall be no additional notice based on the age of the employee concerned.

Employees after having been given or have given notice, may be requested by the company to leave their employment before the expiration of the notice period and receive wages in lieu.

2.5 Performance of Work

Employees will perform all work within their skill and competence, including work that may be peripheral and/or incidental to their main task or function. Further, it is agreed that there will be no demarcations other than those arising from individual levels of skill, competence and training.

2.6 Summary Dismissal

Notwithstanding the provisions of subclauses 2.3 and 2.4 the company shall have the right to dismiss any employee without notice for serious misconduct, which justifies instant dismissal including, refusal of duty or failure to obey the OH&S Act and

associated regulations in which case the employee shall be paid up to the time of dismissal only.

2.7 Redundancy

As a minimum the provisions of the Concrete Pipes and Concrete Products Factories (State) Award shall apply. Consideration may be given to an additional payment depending upon the particular circumstances. In this regard period of service will not be an over-riding consideration.

PART 3 - DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Classifications

All employees of the company shall have a basic knowledge and/or shall undertake training in the following:

Company Induction

- * Information on the company
- * Conditions of employment
- * Introduction to supervisors and fellow workers
- * Understand quality policy
- * Work and documentation procedures
- * Occupational Health and Safety policy
- * Equal Employment Opportunity policy

General Hand (GH)

An employee at this level performs a range of varied but simple tasks, using well-established techniques and practices under direct supervision.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following :

1. General Labouring (basic skills).
2. Housekeeping & general cleaning
3. Paver Stripping and cleaning
4. Assisting with stressing operation
5. Understand Bed set-up QA sheets & cutting schedules
6. Overhead crane operation

7. Marking out beds
8. Coil replacement
9. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level.

Note: Generally all new employees would commence employment on this level and remain for the first three (3) months of employment. During this period skills assessment may be carried out for progression to a higher level.

Plant Operator Level 1 (PO1)

An employee at this level performs a range of varied tasks above and including those of a General Hand, using well-established techniques and practices.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following :

1. Bed stripping & setting
2. Saw operation
3. Sweeper Operation
4. Beam Quality Identification
5. Paver Assembly Identification
6. Stressing
7. Concrete Sampling & Clip Cleaning
8. QA Checks and paperwork
9. Fork lift operator

The PO1 category will apply to all staff members for the initial three month training period when they first commence their duties as a full-time fork lift operator. At the end of this period their performance will be reviewed and subject to an adequate skill level being attained they will be reclassified on a PO2 status. Whenever a casual fork operator recommences work after a period of absence the previous work period will be taken into consideration in this regard.

10. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level.

Plant Operator Level 2 (PO2)

An employee at this level performs a range of varied tasks above and including those of a General Hand, and Plant Operator Level 1 using well-established techniques and practices.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all activities related to the duties and apply established practices and procedures. The duties of an employee at this level may include but are not limited to the following:

1. Batcher Set-up and Operation
2. Loader and Forklift Operation
3. All Laboratory Procedures
4. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level.

Plant Operator Level 3 (PO3)

An employee at this level performs a range of varied tasks above and including those of a General Hand, Plant Operator Level 1 and Plant Operator Level 2 using well-established techniques and practices.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all activities related to the duties and apply established practices and procedures. The duties of an employee at this level may include but are not limited to the following:

1. Paver Set-up and Operation
2. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level.

Leading Hand Level 1 (LH1)

An employee at this level performs a range of varied tasks above including all those relevant to his supervisory duties using well-established techniques and practices.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Supervise other employees
2. Promote Hazard/Safety awareness
3. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level.

Leading Hand Level 2 (LH2)

An employee at this level performs a range of varied tasks above and including those of a General Hand, and Plant Operator Level 1 and 2 using well-established techniques and practices.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Supervise other employees
2. Bed de-tensioning approval
3. Promote Hazard/Safety awareness
4. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level.

Tradesperson Level 1 (TP1)

An employee at this level performs a range of varied tasks which will require such employee to hold a basic trades certificate.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Apply their trade skills unsupervised
2. Attend to breakdowns, emergencies and urgent delivery requirements on an 'as required' basis.
3. Supervise other employees
4. Any other duty for which the employee has been trained and deemed necessary by the Company to complete a task at this level. This may include functions normally carried out by production personnel.

Tradesperson Level 2 (TP2)

An employee at this level performs a range of varied tasks which will require such employee to hold a basic trades certificate.

An employee appointed to this level may be required to perform any of the duties associated with Tradesperson Level 1 but generally carry a greater degree of responsibility. It is probable the employee will have other trade skills in addition to his/her primary training.

3.2 Skills Development

The parties are committed to providing for a more flexible working arrangement, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in employee development.

The Company recognises that appropriate training and development is critical for all employees. Training and development will be directed towards developing a highly skilled and productive workforce, a supportive working environment designed to broaden an employee's skills base.

Every employee will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the skills needed within the organisation and the financial constraints of the Company.

The Company will endeavour to provide employees with career opportunities through appropriate training and education. Training programs will be structured to meet all current legislative requirements and where practicable, training, learning outcomes, assessment and certification will comply with the standards determined by the National Training Board.

The Company shall provide Work Instructions (WI's) for all critical tasks undertaken at the factory. These will be available for all employees to view. When an employee is undertaking training for a new operation their performance will be appraised over a 2 month probationary period.

Employees may be required to perform work which, while primarily involving the skills of the employee's trade, are incidental or peripheral to the primary task, but will facilitate the completion of the whole task. Such incidental or peripheral work would not necessarily require additional formal technical training.

3.3 Higher Duties

Although the provisions of this clause provides for the payment to employees for work carried out at a higher level it is generally understood and agreed that the principles of a level pay structure may from time to time require an employee to perform a task or function for which he/she has been trained within a higher level. Although he/she may not have all the competencies at that higher level.

On most occasions this situation would not be covered under this clause and should be considered as the training phase for progression to a higher level.

If an employee is requested by the Company to perform the duties of an employee at a higher level, such employee shall be paid at the higher level provided:

- (I) the employee requested to perform such duties has been duly trained and has the skills to perform such higher duties, and
- (II) the requirement to perform higher duties is more than one continuous working day.

3.4 Training & Training Leave

The company acknowledges the importance of having appropriately trained staff in all positions. Where it is determined by the company that an employee shall undertake additional training, the employee shall undertake such training as directed. Internal and/or external training will be provided where required which will be at no extra cost to the employee. The employee shall not suffer any loss of pay, provided that the training is undertaken during ordinary working hours. The company shall endeavour to schedule training programs during ordinary working hours, however, if such training is conducted outside normal working hours the employee shall be paid at ordinary time rates while attending such training course.

3.5 Training Subsidy

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of an approved training course by the company shall be reimbursed by the company upon production of evidence of such expenditure. Such reimbursement shall be on an annual basis subject to the presentation of reports of satisfactory progress. A limit of one hundred dollars (\$100) per year will apply to text books but may be varied by approval of the company.

The cost of successfully obtaining and renewing licenses for plant operated by the Company shall be reimbursed by the Company. The costs of any unsuccessful tests shall be borne by the employee.

3.6 Apprenticeships

From time to time the company may choose to engage an apprentice for any relevant trade. No guarantee of employment will be made on the completion of such apprenticeships.

Rates of pay shall be structured as a percentage of the current TP1 rate but under no circumstances will be less than the apprentice rates in the relevant award.

Year 1	Year 2	Year 3	Year 4	Qualified
40%	55%	70%	85%	100%

Overtime basis, shiftwork allowance, clothing allowance and production bonus shall all be paid as for other factory staff.

PART 4 - WAGES AND ALLOWANCES

4.1 Remuneration

The minimum weekly rates of pay for employees covered by this agreement are those specified in the attachment, “**SCHEDULE A**”.

The remuneration of casual labour shall be limited to the hourly rate as noted in “**SCHEDULE A**” and the payment of the production bonus.

The Company recognises the need for employees to benefit from improvements in the economic climate and to catch up with the cost of living.

To this extent the Company agrees to increase the base weekly wages contained in “**SCHEDULE A**”. The new base wage rates shall apply from 01July2005 and during the currency of the agreement a further percentage rise equal to 4.0%* shall be applied on 01July2006 and with another of 3.5% to 4.5%* being applied on 01July2007. The allowances shall remain fixed for the period of the agreement unless noted otherwise in this Agreement.

The actual increment applicable on 01July2007 will be based upon the bed production during the previous 12 month period (ie. 2006/2007 financial year).
If the total production is less than 895 beds, a 3.5% increment will apply.
If the total production is between 895 and 995 beds, a 4% increment will apply.
If the total production exceeds 995 beds, a 4.5% increment will apply.

Casual workers in the factory will be remunerated at 120% of the GH rate. At the company’s discretion this may increase to 120% of the PO1 rate.
Casual forklift drivers will be remunerated at 120% of the PO1 or PO2 rate.
Tradespersons will be remunerated at 120% of the TP1 rate.

4.2 Performance -Based Bonus Systems (Flexible Wage Packaging)

No employee will be paid an ordinary rate of pay that is less than the ordinary rate they were paid prior to the certification of the agreement.

The Company recognises the work performance of individual employees. It also recognises the commitment of individual employees to increase their skill level and improve the work practices and procedures.

To this extent individual employee’s skills, performance and duties may be assessed from time to time by the Company against the Company’s performance criteria standards and the duties relevant to the classification structure contained in clause 3.1 classifications of this agreement. An additional supplementary rate may be determined based on the individual assessment and added to the minimum base rate

contained in SCHEDULE "A" of this agreement for the said employee.

Whenever the company considers an additional supplementary rate is appropriate they shall notify the Consultative Committee in advance of it being applied.

4.3 Bonus System

A quality bonus system shall apply to all employees covered by this agreement. The bonus shall be paid in accordance with the bonus table contained in "SCHEDULE B" of this agreement. Details of the bonus assessment is to be made available to all employees.

4.4 Payment of Wages

Wages shall be paid weekly into the employee's bank account of their choice, subject to the limitations of the company payroll system.

4.5 Meal Allowance

An employee required to work overtime for more than two (2) hours after his/her ordinary ceasing time and who has not been notified on the immediately preceding working day that he or she would be required to work such overtime, shall be paid an allowance of \$10.00 per meal.

In the circumstances where an employee is required to work more than six (6) hours after his/her ordinary ceasing time two meal allowances shall be paid.

Provided that where the company provides a suitable meal for the employees, no allowance shall be payable.

4.6 Clothing

As a contribution towards the employees work clothing requirement the company shall issue clothing at six monthly intervals up to a maximum value of \$120 per issue (Total annual clothing allowance of \$240). The supplier's list price will provide the basis of this assessment and any discount offered will be offset against the cost of embroidery.

All new employees will be issued with clothing at the same time as the rest of the employees, subject to them having worked a minimum continuous period of 1 month. (i.e. 1 month minimum, 7 months maximum).

Safety boots of an appropriate quality chosen by the company will be provided by the company at no cost to all permanent employees. When a pair of boots wear out they will be exchanged for a new pair.

Safety boots will also be provided to casual employees on the same basis after they have completed 3 months of continuous service.

4.7 Employee Entitlements

The company will provide the Consultative Committee with a letter from the auditor on an annual basis confirming the ongoing financial viability of Ultrafloor Pty Ltd.

PART 5 - HOURS OF WORK

5.1 Ordinary Hours of Work

Ordinary hours of work shall be thirty eight (38) hours per week, Monday to Friday. In addition, each permanent employee shall work an additional 0.4 hours per full working day which will be accrued towards a rostered day off. (Refer clause 5.10 for details). This accrued time by permanent employees will be considered to be ordinary hours of work.

5.2 Overtime

5.2.1 It is agreed that the hours of work may vary subject to seasonal trends and sales requirements. Any hours worked in addition to the ordinary hours of work shall be classified as overtime.

5.2.2 The company may require an employee to work overtime as and when required. The amount of overtime worked may vary according to work loads and Company needs.

Overtime worked shall be paid at the rate of time and one half for the first two hours worked and double time thereafter on any or all days, Monday to Saturday. Overtime worked on Sundays shall be paid at the rate of double time. Overtime worked on Public Holidays shall be paid at the rate of double time and a half which will be in substitution of but not in addition to the provision of clause 6.7 Public Holidays .

5.3 Shift Work

Definitions

For the purpose of this sub-clause the following definitions shall apply ;

“Day Shift” means any shift worked Monday to Friday commencing at or after 4.00am and before 12.00 noon.

"Afternoon Shift" means any shift worked Monday to Friday commencing at or after 12.00 noon and before 8.00pm.

“Night shift” means any shift worked Monday to Friday commencing at or after 8.00pm and before 4.00am the following day.

“Weekend shift” means a day shift worked Saturday and Sunday commencing at or after 4.00am and before 12.00 noon as part of a “Three shift roster”.

“Three shift roster” is a roster of a *day shift* and an *afternoon shift* rotating week about together with a non-rotating *weekend shift*.

“Shift A” means a day shift worked Tuesday to Saturday OR Sunday to Thursday commencing at or after 4.00am and before 12.00 noon.

Shift Allowance

A shift worker shall be paid in addition to the ordinary earnings for such shift, a shift allowance in accordance with allowance table contained in “ SCHEDULE A ”.

Three Shift Roster

This may be introduced at the discretion of the company when the current production level is running at a rate in excess of 100 beds/month and it is anticipated that this will continue for a minimum of 3 months in the future.

The weekend shift will work a minimum of 10 hours per day at the standard penalty rates. i.e. 2 hours at time and a half and 18 hours at double time.

For permanent employees annual leave, sick leave and long service leave will be accrued at the same rate per week irrespective of whether they are working a 5 day shift or a weekend shift.

Shift A

This may be introduced at the discretion of the company for a limited number of employees to enhance the efficiency of the factory operations. Wages for work on Saturday or Sunday will be paid at the standard weekend penalty rates.

Staffing of Weekend shift and Shift A.

It is acknowledged that a certain mix of classifications will be required to man these shifts. In the event of there being insufficient volunteers then a rotating roster of employees will be introduced, details by mutual agreement.

Leave considerations for different shifts

For permanent employees annual leave, sick leave, & long service level will be accrued at the same rate per week irrespective of whether they are working a 5 day shift or a Sat/Sun shift.

i.e. Annual leave 20days x 7.6 hrs = 152 hrs per annum
Annual leave cannot be taken while on Sat/Sun shift.
Employees will return to Mon/Fri shift to take their annual leave

Sick Leave	Year 1	5 days x 7.6 hrs = 38 hrs per annum
	Year 2	+ 8 days x 7.6 hrs = 60.8 hrs per annum

Employees taking sick leave on a Sat/Sun shift will receive 10.0hrs of pay at single time rates.

Long service leave	2 months for 10 yrs of service Long service leave cannot be taken while on Sat/Sun shift. Employees will return to Mon/Fri shift to take their long service leave
Public Holidays	Employees working Sat/Sun shift will be paid public holiday rates if they work a Sat or Sun which coincides with a public holiday

Sat/Sun shift working on weekdays

If an employee on the Sat/Sun shift is required to work during the week, they will be paid at the same rate as an equivalent classification employee working on that shift (7.6hrs at standard rates with penalty rates applying after that.)

5.4 Meal Breaks

A paid meal break of 20 minute duration will be taken according to the dictates of work requirements.

5.5 Rest Pause

A ten minute sustenance break will be provided without loss of pay at a time agreed between the company and the employees taking into consideration the work requirements. By mutual agreement this sustenance break may be combined with the meal break to give one single paid break of 30 minute duration.

5.6 Call Outs

An employee recalled to work overtime after leaving the business premises shall be paid for a minimum of four hours work at the appropriate overtime rate for each time he is so recalled.

5.7 Ten Hour Break

When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least ten consecutive hours off duty between the work on successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of

such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and shall then be entitled to be absent until he has had ten consecutive hours off duty without pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were submitted for ten hours when overtime is worked:

- For the purpose of changing shifts or
- Where a shift is worked by arrangement between the employees themselves.

5.8 Changes to ‘Hours of Work’

The hours of work and the way in which work is scheduled may be changed by mutual agreement at a later date.

5.9 Standby requirement for maintenance staff

From time to time when a maintenance staff member is not rostered on duty (annual leave, sick leave etc.) another maintenance staff member may be requested to be on standby for a possible call-out.

In cases where a company vehicle is not provided to the staff member on standby and no call-out is requested, that staff member shall receive four (4) hours ordinary time wages for being on standby. When a maintenance staff member is on standby it is expected that they will be available for duty at Rutherford within a maximum period of one hour from the time contact is made.

5.10 Rostered days off and accrued days off

- (a) On a normal working day all permanent employees shall work an additional 0.4 hours at the equivalent of normal time on the completion of 7.6 hours. This accrued time will be banked. The accrual will not occur if an employee does not work a full day for whatever reason including paid leave, unpaid leave, etc.
- (b) One day every two months (six days per year) will be predetermined by the Consultative Committee as a shutdown for an RDO.

If these happen to coincide with a period of high demand the company reserves the right to reschedule them for a later date within a 3 month time frame or later by mutual agreement.

For these purposes a ‘period of high demand’ is where 40 beds have been cast over the previous two weeks. Each RDO shutdown may only be rescheduled once.

- (c) The other days that are progressively accrued during the calendar year shall be termed an accrued day off (ADO).
- (d) The parties acknowledge that ADO's are a useful means of reducing the impact of the large variations in workload. Up to five ADO's per annum may be timed to coincide with periods of low demand. The timing of these days will be at the company's discretion and a minimum one week's notice will be given unless mutually agreed otherwise.

Annual leave may be substituted in situations where there are insufficient ADO's accumulated to cover the five days noted above.

- (e) Any ADO's remaining at the end of each calendar year will be paid out at Christmas.

On a 'shutdown' for an RDO some casual employees may be required to work as there are essential tasks such as the loading of trucks that will still be required.

- (f) The implication of this provision will be assessed over the life of the agreement and any continuation after 3 years will be subject to review on an agreed basis.

PART 6 - LEAVE

6.1 Sick Leave

6.1.1 Employees shall, be entitled to five (5) days sick leave during the first year of service and eight (8) days sick leave during the second and subsequent years of service on full pay. Up to three single days may be taken per annum without documentary evidence but all other sick leave must be substantiated with a certificate from a duly qualified medical practitioner. A fourth single sick day without a medical certificate will be paid if the employee has at least 10 sick days accrued.

6.1.2 Employees shall inform his/her immediate supervisor of such inability to attend for duty, where practical, within one (1) hour of the employee's normal commencement time.

Where the employee does not notify the company of the employee's inability to attend for duty in accordance with this sub-clause the said employee shall not be entitled to payment for the first eight (8) hours of such absence.

6.1.3 Any portion of sick leave entitlement not taken in any one year, shall be cumulative from year to year.

6.1.4 The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be

withheld by the company until the employee completes such three (3) months of employment at which time the payment shall be made.

6.2 Family Leave

6.2.1 Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

6.2.2 An immediate family member is identified as follows :

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis though not legally married to that person ; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph:
 - (i) 'Relative' means a person relative by blood, marriage or affinity;
 - (ii) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other; and
 - (iii) 'Household' means a family group living in the same domestic dwelling.

6.2.3 Leave granted in accordance with this clause shall be deducted from the employee's sick leave entitlement.

6.3 Annual Leave

6.3.1 See Annual Holidays Act, 1944.

6.3.2 During the period of leave each employee will receive his/her normal rate of pay for the period they would have worked had they not been on leave.

6.3.3 An additional day shall be added to each years Annual Leave entitlements in lieu of an employee picnic day.

6.4 Long Service Leave

Long Service Leave shall be in accordance with the New South Wales "Long Service Leave Act, 1955" as amended.

6.5 Bereavement Leave

Paid leave of three (3) days per occasion will be provided for the death of an immediate family member. The approval of such leave will be based on suitable proof being provided only if required by the company. On compassionate grounds additional bereavement leave may be granted by the company on a paid or unpaid basis. The approval and length of this additional leave will be at the discretion of the General Manager.

6.6 Compassionate Leave

Paid/unpaid leave in excess of the provisions of clause 6.2 Family Leave of this agreement may be granted to assist in circumstances of serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the General Manager.

6.7 Public Holidays

Shall be those Public Holidays gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day.

All permanent employees will be granted such holidays without deduction of pay.

The Company may require an employee to work Public Holidays to meet production needs.

- 6.7.1 (i) where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (ii) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- (iii) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day;
- (iv) where Australia Day falls on a Saturday or on a Sunday the following Monday shall be observed as Australia Day.

Where such days are substituted, the relevant Saturday and/or Sunday or other day shall be deemed not to be a holiday.

6.7.2 An employee absent without leave on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday unless the Company can be satisfied that the employee's absence was caused through illness or other valid reason. Such satisfaction may be obtained through the production of a medical certificate or other evidence satisfactory to the Company which may include a Statutory Declaration.

6.8 Jury Service

An employee required to attend for jury service during their ordinary working day shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

PART 7 - COMPANY POLICY AND PROCEDURES

7.1 Avoidance of Disputes Procedure

7.1.1 To ensure the orderly conduct of and speedy resolution of disagreements, disputes or occupational health and safety concerns, the following Resolution Procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the

New South Wales Industrial Relations Commission for assistance in resolving the dispute.

- (e) The resolution procedure noted below will not apply to casual employees who have worked for the company for a period of less than 3 months in total. However, the performance of casual employees will be monitored and recorded in a similar manner to provide a feedback process that gives the employee every opportunity to improve their performance.

7.1.2 RESOLUTION PROCEDURE

Stage one

The employee with the issue or concern will discuss the matter with the employee's immediate supervisor.

The supervisor will set aside time to hear the issue of concern in a private discussion with the employee, the employee's representative and/or a third party observer, and after consideration (3 working days maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded. The union shall be notified of the dispute.

Stage two

In the event that the matter is still not being resolved it will be referred to the General Manager or his/her representative who will convene a meeting with all the people previously involved in the matter to reconsider the issue or concern and the answers given thus far. All relevant facts shall be clearly recorded. The union will be a party to this meeting.

The same procedure as set out in Stage one will be adopted with all relevant facts being clearly recorded.

Stage three

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

7.2 Disciplinary Procedures

Whilst this agreement provides the right of the Company to dismiss an employee without notice for misconduct, in many circumstances, dismissal is too severe a penalty for some breaches of conduct. Accordingly, the parties agree that

disciplinary action by way of a warning can be imposed where misconduct did not warrant dismissal, in these circumstances it is agreed that the following procedures will apply.

7.2.1 **Warning for Minor breaches of Discipline**

A breach of discipline not necessarily warranting immediate dismissal may include such items as:

Absenteeism without reasonable cause, work performance and failure to properly carry out legitimate instructions.

For any breach of discipline of this type the following action will be taken :

7.2.2 **First Warning**

A Company representative, an employee representative and/or a third party observer in the presence of the employee concerned will discuss the breach and if substantiated a "**first warning**" will be recorded on the employee's personnel record. The employee will be advised of the possible consequences of any type of further breach. A copy of the warning will be given to the employee concerned.

7.2.3 **Second Warning**

A Company representative, an employees representative and/or a third party observer in the presence of the employee concerned will discuss the second breach and if substantiated a "**second warning**" will be recorded on the employee's personal record. The employee will be advised of the possible consequences of any type of further breach. A copy of the warning will be given to the employee concerned.

7.2.4 **Final Warning/Dismissal**

The employee shall be given the opportunity to explain his/her behaviour in the presence of a Company representative, an employees representative and/or a third party observer. Any explanation offered shall be taken into account before deciding if dismissal is the appropriate action to take.

If the Company accepts the explanation and decides that dismissal is not warranted a final warning may be given to the employee. A copy of the warning will be given to the employee and will be recorded on his/her personal record.

If the Company considers that dismissal is warranted and the Disciplinary Procedure has been previously exhausted, then the employee concerned will be advised immediately of the decision.

7.2.5 Duration of Warnings

All warnings shall be reviewed after six months and will be cancelled after twelve months except in the case of serious breaches.

7.2.6 Personal Records

Employees shall be entitled to view their personal records by request to the Company at a pre-arranged time. Personal records cannot be removed from the office and shall be treated as confidential by the employer. Photocopies of personal records for an employee shall be available to that employee upon request.

7.2.7 Dismissal - Misconduct

Notwithstanding other provisions of this clause the Company has the right to dismiss any employee without notice for misconduct where it has been clearly demonstrated that the employee's behaviour amounts to conduct that justifies instant dismissal.

To protect the interests of all employees and the company, employment may be terminated without notice if an employee is found guilty of conduct that justifies instant dismissal.

7.3 Equal Opportunity

The Company is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.

7.4 Quality Assurance

The Company seeks to maintain quality assurance accreditation to AS 9001 for manufactured products. It is agreed that employees will assist in maintaining this accreditation.

7.5 Worker's Compensation

Workers' compensation shall be in accordance to the New South Wales "Workers Compensation Act, 1987" as amended.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

The employees are to comply with the terms of the Company Rehabilitation Policy and actively participate in occupational rehabilitation through available suitable duties.

The company reserves the right to appoint a company doctor for the treatment of any work related injuries sustained by the employees.

7.6 Superannuation

The company shall provide a superannuation contribution equivalent to 9% of the employee's ordinary time earnings or the amount required by the SGC legislation, whichever is the greater.

7.7 Consultative Committee

7.7.1 Consultative Mechanism

The parties to this agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the company and to enhance the career opportunities and job security of employees.

The company shall establish a consultative mechanism and procedures appropriate to the needs for consultation and negotiation on matters effecting efficiency, productivity and training.

7.7.2 Consultative Committee Procedures

The joint consultative committee shall typically include ;

- (i) 50% employer/employee representation
- (ii) at least one senior management representative.

The Consultative Committee shall have a maximum of six representatives.

The appointment of management representatives will be determined by management and the election/appointment of employee representatives will be determined by the employees.

Elections for employee representatives shall be by majority vote using a secret ballot at 18 month intervals. Nominations shall be invited with a 7 day notice period for the election so that all employees have the opportunity to participate. If an employee representative resigns during the first twelve months of their term a new election will be held to fill the position. After this period the position shall remain vacant until the end of the 18 month term.

At the same time as the employee representatives are elected there shall also be a vote for the Union representative(s). At least one Union

representative shall be a member of the Consultative Committee. The only formal contact between the Union representatives and the company shall be through the Consultative Committee.

The Chairperson of the committee shall be a management representative nominated by management. The role of the Chairperson is to coordinate all the activities associated with committee meetings and to facilitate the discussion and decision making at the meetings.

A deputy chairperson shall be nominated by management to fulfil the role of the chairperson in the chairperson's absence and provide additional support as required.

A secretary shall be designated by the committee with a role to take the minutes. The committee may request secretarial assistance from the employer if the designated secretary is unable to take the minutes. The minutes shall be prepared by the secretary within 7 days of the meeting.

The committee may invite persons to attend specific meetings. Attendance of non-members at committee meetings is permitted subject to it being agreed by a majority of the members. Non-members may be invited to attend a meeting in order to provide information to members but they have no voting rights and must not directly influence the decision making process.

The following matters shall form the basis for the work of the committee and will seek to reach agreement on the matters and make recommendations to senior management/employees who will take account of the views and the deliberations of the committee ;

- (i) To implement the agreement in the workplace,
- (ii) To review the implications and/or impact of the provisions of the agreement on the company/employees,
- (iii) To consider the introduction of new or revised work methods or work arrangements,
- (iv) To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:
 - number of employees, job specifications and skill base.
 - acquisition of new skills and additional training requirements.
- (v) To assess proposed changes in product and/or production for possible impacts on work methods or work arrangements, employment and skill requirement.

- (vi) To consider other matters raised by consultative committee members which impact on the company or employees, or which contribute to the improved operation and efficiency of the enterprise.

The committee shall meet at least every two months.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with agenda items. Meetings shall operate on a consensus basis.

The minutes of the meeting shall be circulated to each member of the committee within one week of the meeting, and verified by committee members prior to the next meeting. The minutes shall be placed on the company's notice board for the information of employees.

7.7 Voting Procedures

Whenever a vote by the employees is required for whatever reason the following procedure shall be adopted:

- All permanent employees and all casual employees with a minimum three months equivalent full time service are eligible to vote.
- The voting shall be by secret ballot with a majority required to pass a resolution.
- A vote on a particular issue may be taken at any time at the request of management or by a majority show of hands from the employees.

7.8 Occupational Health & Safety

During the life of the Agreement discussions may be held with a view to implementing a smoke free workplace, an alcohol and drug testing policy and other OH&S related initiatives. Any outcome to be on agreed basis or as the current OH&S legislation requires.

PART 8 - SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF ULTRAFLOOR (Aust) Pty. Ltd.:

Signature :

Name :

Title :

WITNESSED BY : Signature :

Name :

Dated this day of 2006.

SIGNED FOR AND ON BEHALF OF THE EMPLOYEES OF ULTRAFLOOR (Aust) Pty. Ltd.:

Signature :

Name :

Title :

WITNESSED BY : Signature :

Name :

Dated this day of 2006.

SIGNED FOR AND ON BEHALF OF AUSTRALIAN WORKERS UNION, NSW:

Signature :

Name :

Title :

WITNESSED BY : Signature :

Name :

Dated this day of 2006.

PART 9 - ANNEXURES

9.1 SCHEDULE A

QUALITY BONUS

The purpose of the production bonus is to encourage staff to maximise the quantity and quality of product produced and for this reason it will be based as follows:

Quality of Product Produced

% Recovery - from	Over	99.0%	98.5%	98.0%	97.5%	97.0%
- to	99.5%	99.5%	99.0%	98.5%	98.0%	97.5%
Bonus	\$60	\$50	\$40	\$30	\$20	\$10

The production bonus shall be adjusted pro-rata where an employee works less than the ordinary hours in any wage week for any reason whatsoever.

The assessment of % recovery shall be made by the Quality Manager and/or Factory Manager neither of whom shall be receiving a quality related bonus. The percentage recovery is to be based on the theoretical production between the strand guides.