

AMCOR AUSTRALASIA

**Botany Mill B7/B8 Closure
Agreement 2008**

Botany Mill B7/B8 Closure Agreement 2008

1 Title

This Agreement shall be known as the Botany Mill B7/B8 Closure Agreement 2008.

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3 Parties bound

This Agreement shall be binding on:

- (a) Amcor Packaging (Australia) Pty Ltd ("the Company");
 - (b) The Construction, Forestry, Mining and Energy Union ("CFMEU") ("the Union")
and
 - (c) The employees whose employment is subject to this Agreement.
-

4 Area and incidence of Agreement

- (a) This Agreement applies to employees, engaged to work on the B7 or B8 machines or the Waste Paper Plant in the production functions and ancillary operations, excluding engineering, who fall within the classification structure in this Agreement, employed at the Amcor Packaging Botany Mill, located at 1891 Botany Road, Matraville NSW.

- (b) This Agreement, including its Addendums, contains the entire Agreement between the Parties and the Parties agree that this Agreement operates to the exclusion of any award, agreement or understanding, except as implied in or provided for in Employees' contracts of employment.

5 Relationship to existing awards

This Agreement operates to the exclusion of all previous applicable Awards and Agreements.

6 Duration

This Agreement will come into operation 7 days after the Workplace Authority issues a notice under the Act confirming that the Agreement has passed the no disadvantage test, and will remaining force until the 30th June 2011 and thereafter until terminated or replaced by a new agreement..

The first wage increase arising from this Agreement shall be payable from the beginning of the first full pay period to commence on or after the 1st July 2008.

7 Dispute settlement procedure

- (a) It is agreed that every endeavour will be made to amicably resolve disputes in relation to the application of this Agreement, where they arise, by direct negotiations and consultation between the Company and the employee/s. The parties agree that the issue should be resolved at the site level wherever possible.
- (b) Subject to the provisions of the Act, and to facilitate the settlement of such grievance or dispute which may be raised by an employee or the Company the following procedure will apply:
- (1) The matter should first be pursued between the employee or employees concerned and the area or department supervisor.
 - (2) If the matter is not resolved at this level then discussions should be conducted with the Production Manager, and where requested by an employee, the employee's representative.

- (3) If the matter is still not settled, then a conference shall be held between the employee and where requested by the employee, the employee representative organisation party to this agreement together with the Mill Manager or an appointed representative.
- (4) If agreement cannot be reached the matter shall then be discussed between the Group General Manager, Paper (or nominee) together with the employee and where requested by the employee, the employee representative organisation party to this agreement and the relevant management.
- (5) If a dispute in relation to a matter arising under this agreement is unable to be resolved at the workplace after the process in sub-clause (b)(1)-(b)(4), and all agreed steps for resolving it have been taken, either the employee (or if requested by the employee, the employee representative organisation party to this agreement) or the Company may refer the matter to the Australian Industrial Relations Commission (AIRC) or to an specialist Independent Arbitrator to whom both parties have agreed.
- (6) The parties agree that the Independent Arbitrator or AIRC must first attempt to resolve the dispute by conciliation. If the dispute remains unresolved, the Independent Arbitrator or AIRC may resolve the dispute by arbitration.
- (7) Any dispute referred to the AIRC under clause (b) should be dealt with by Commissioner Blair or, should that member not be available within a reasonable time, a member nominated by the President of the AIRC or his delegate.
- (8) If the dispute is referred to the Independent Arbitrator or the AIRC, the parties agree that the powers of the Independent Arbitrator or AIRC shall be the following:
 - taking evidence on oath or affirmation;
 - giving directions orally or in writing for the purposes of procedural matters relating to the conciliation or arbitration;
 - making a final decision about the dispute, including dismissing the dispute.

- (9) The decision or order of the Independent Arbitrator or the AIRC will bind the parties including the employees subject to this Agreement (save that where the decision is made by the AIRC either party may appeal the decision to a Full Bench of the AIRC).
- (10) Where a dispute is referred to an agreed Independent Arbitrator or the AIRC in the dispute resolution process, the Company and the employee (as the case may be) can choose to be represented by:
- another person bound by this agreement, including the Union; or
 - a legal representative.
- (c) The parties are committed to adherence to this procedure. Reasonable time limits shall be allowed for the completion of the various stages of this procedure.
- (d) This procedure shall not prevent the Company or the union (where the union is the chosen representative) from making direct representations to one another on any matter likely to give rise to a grievance or dispute.

8 Transitional arrangements for new B9 machine

This clause sets out transitional arrangements that will apply from the date of commencement of this Agreement until the new paper plant machine at Botany (B9) becomes fully operational (“transition period”).

The provisions of this clause will override any other provision of this Agreement to the extent of any inconsistency.

- (a) Transitional workplace arrangements
- (1) The Company has the right to select all employees for deployment on the B9 machine on the basis of merit and the skills and competencies required for the role. All positions will be by the appointment of the Company.
- (2) Employees selected for transfer to the B9 machine will have no right to redundancy except in cases of genuine hardship.

- (3) Terms and conditions of employment for the B9 machine will be agreed between the company and the union, and will be formalised in a collective agreement ('the B9 agreement').
 - (4) The Waste Paper Plant will service the current machines as well as the B9 machine until it is fully operational. Employees employed in the Waste Paper Plant will continue to be covered by this agreement until the Waste Paper Plant Phase 1 is upgraded to the B9 capacity. Once the Waste Paper Plant Phase 1 is upgraded to B9 capacity, employees employed in the Waste Paper Plant will no longer be covered by this Agreement.
- (b) Production arrangements
- (1) All expected levels of production, quality and customer service will be achieved during the transition period, without interruptions or stoppages of manufacturing unless genuinely affected by reasons beyond the control of employees.
 - (2) Shift changes during transition:
 - (A) The Company will maintain the current shift roster during the transitional period, but in doing so the union and employees will ensure that total flexibility is provided so that operational performance is maintained on the B7 and B8 machines, training and development is not hindered or impeded so that B9 start up achieves its production milestones.
 - (B) To ensure the Company is able to meet the requirements to support the B9 start-up, Amcor will recruit either as casuals or limited tenure employees (either through a third party or directly) labour that will support the transition.
 - (C) The decision to engage labour is at the Company's discretion.
 - (3) Employees agree to work in different areas as required by the Company based on the employee having the appropriate skill and competency. Where employees do not have the competency, they

will agree to undertake and complete the training and achieve the required skill level.

- (4) Employees whose employment terminates during the transition period will be replaced by the engagement of casual or term period employees (either through a third party or directly). The decision to engage replacement staff is at the Company's discretion.
 - (5) Individual employees not selected for transfer to the B9 machine will continue to work with the Company until their effective termination date, as notified by the Company.
 - (6) All employees will work in a safe, flexible and cooperative manner during the transition period.
- (c) Business Continuity Payment
- (1) The Company will pay a Business Continuity Payment to employees in accordance with this Agreement, who support the successful transition from present operational arrangements (B7 and B8) to the operational arrangements on the new paper machine (B9). The payment will be made to employees who are selected for the B9 machine, and to other employees who support the successful transition. Payment of the Business Continuity Payment is conditional upon employees complying with this transitional arrangements clause.
 - (2) The Business Continuity Payment is a discretionary payment in addition to employee entitlements payable on transfer or termination by redundancy. The payment will be made given the unique circumstances applicable to the transition to the B9 machine, and will not apply in cases of redundancy or transfer at the Botany Mill or any other Company sites that are not a direct result of closure of the B7 and B8 machines.
 - (3) The decision to make the Business Continuity Payment is at the sole discretion of the General Manager – Botany Mill.
 - (4) Payment of the Business Continuity Payment will be on an individual basis on the assessment of each employee of the Company against specified criteria.

- (5) In respect of redundant employees, the Business Continuity Payment will form part of the employee's Employment Termination Payment. It will be paid separately, and in addition to, all other redundancy payments payable at the time of the employee's termination.
- (6) In respect of employees transferring to the B9 machine, the Business Continuity Payment will be paid as follows:
- 50% on start-up of the B9 machine;
 - 25% on the production milestone of daily production at 95% of design;
 - 25% 6 months after production milestone is achieved.
- (7) The General Manager – Botany Mill may suspend or terminate all further Business Continuity Payments in the case of serious misconduct, high levels of absenteeism, non-cooperation by employees or the union or other actions by one or more employees that cause an adverse cost impact to the business. In particular, any payments may be suspended or terminated if there is any significant deterioration in the safety performance or increase in compensation claims during the transition period. The Company will establish acceptable parameters on safety performance and compensation claims based on the performance of the site over the 2 years preceding the lodgement of this Agreement.

9 Objectives

The objective of this Agreement is to ensure the successful transition from current operational arrangements (B7 and B8) to the new operational arrangements of the B9 machine.

10 Definitions

Act means the Workplace Relations Act 1996.

Afternoon Shift means any shift finishing after 6.00 p.m. and not later than midnight.

Commission means the Australian Industrial Relations Commission.

Company means Amcor Packaging (Australia) Pty Ltd .

Continuous Shift means work carried on with consecutive shifts throughout the 24 hours of each day of the week on a roster arrangement which requires employees to work on any day of the week including Saturdays, Sundays and Public Holidays without interruption except during meal breaks, breakdowns, general overhaul or stoppages due to causes beyond the control of the Company.

Day Shift means any shift commencing on or after 6.00 a.m. and finishing not later than 6.00 p.m.

Night Shift means any shift finishing after midnight and not later than 8.00 a.m.

Shift Worker is an employee who is engaged in work which is carried on for two or more shifts during five or more days per week, or one who works any day, afternoon or night shift as defined.

Standard time and **summer time** clause 26.6 have the same meanings as are prescribed by the relevant State legislation.

PART 1 - CONTRACT OF EMPLOYMENT

11 Botany paper mill - career paths/structure and wage rate

11.1 Career Paths

The career path is:

Grade 1 (Entry Level), Grade 2, Grade 3 F.O., Grade 4 F.O. (PHO and Shift Yard driver rotate with Grade 4 F.O.), Grade 5 then Grade 6.

Note : There may be exceptional circumstances for some incumbent operators which will be considered by the parties during implementation of the rotation of the Grade 4 roles.

Grade 7 Services Operator and Grade 8. Grades 6 to 8 are by application, when required, and then by appointment. Capability review process is applied to all positions to determine progress of training.

- (a) Further information regarding career paths can be found in Attachment 1.

11.2 Probationary Employment

New people through the gate are classified as Grade 1. Each employee will start for a probationary period of 6 months initial employment and subject to satisfactory performance, including skills development, application, attendance and behaviour, may apply for appointment to normal permanent hire thereafter.

Performance reviews are assessed by the Mill Training Committee after eight weeks, sixteen weeks and then finally twenty two weeks to determine if their performance is acceptable. If not, employment may, cease.

Subject to acceptable performance appointed will be reclassified to Grade 2 when Evidence Guide is completed for Grade 2 skills. In the event of unsatisfactory performance, attendance and/or behaviour, the probationary employee may be terminated by the Department Manager on a week's notice, or with pay in lieu thereof, at any time during the probationary period.

11.3 BOTANY MILL - CAREER PATH STRUCTURE - GRADE DEFINITIONS AND WAGE RATES

Note: The indicative skill and accountabilities described herein are not meant to be a job description. Achievement of the Grades is reliant on meeting the requirements of the Pulp and Paper Manufacturing Industry Competency standards. Each indicative skill or accountability is cumulative from Grade 1 through to Grade 8. For example, reference to QMS and EMS procedures are only mentioned in G2 but are relative to all grades through to and inclusive of G8.

(a) GRADE 1 , Assistant Operator

An entry level employee on fixed term employment of 6 months who is undergoing training or working under supervision performing tasks requiring minimal judgement or a limited scope of training.

(b) GRADE 2 Process Operator

An employee who has at least 6 months of continuous service and who is undertaking to perform all the functions of a process operation required for Grade 3. This employee will be able to perform some or all of these functions under supervision or for limited periods.

An employee at this level:

- Works under supervision individually or in a team.
- Understands and follows Safety, Environmental, Quality Management System Procedures and Instructions.
- Understands the process, work systems, product and materials in the assigned work area.
- Operates equipment to the level of training.
- Operates flexibly between work areas or tasks performing any work for which the employee has skills and knowledge.
- Assists in training of other operators.

(c) **GRADE 3 Process Operator**

An employee who has at least 6 months of continuous service and who has completed training and skill development in at least one process operation OR has a broad general knowledge of a plant area involving multiple processes and is progressing in training to operate that area.

An employee at this level:

- works under routine supervision either individually or in a team environment
- is responsible for the quality of output from the process under his/her control
- exercises discretion within the level of skills and training
- provides training to others as required
- operates flexibly between work areas or tasks, performing any work for which the employee has the skills and knowledge.

(d) **GRADE 4 Process Operator**

An employee who has completed training and skill development in a number of process operations, OR who has thorough knowledge of one

process operation, such as a paper machine winder, and has the skills and responsibility to co-ordinate the work of a small team.

An employee at this level:

- works under general supervision either individually or in a team
- is responsible for quality of output from processes under his/her control
- exercises discretion within the level of training
- provides training to others as required
- co-ordinates and is accountable for the work of a small team when required.
- operates flexibly between work areas or tasks, performing any work for which the employee has the skills and knowledge.

Indicative Tasks

Operation of mobile equipment and despatch of finished product, including clerical work and computer terminal operation.

Operates a paper machine winder and co-ordinates the work of the winder crew and operates a size press and starch system.

Operates mobile equipment, receives raw materials, stores raw materials, performs stocktakes.

Assists with operation of a major plant area, such as the wastepaper plant.

Understands the operation and safety requirements of the water, effluent and fire systems and operates these areas unassisted for limited period.

Testing of finished product and clerical functions required for the maintenance of plant records and quality assurance functions.

(e) **GRADE 5 Process Operator**

An employee who has completed training and skills development for operation of an area of plant, including inter-personal and communication skills.

An employee at this level:

- Co-ordinates and is accountable for work in a team environment or works individually under minimum supervision.
- Has a sound knowledge of the process, work systems, product and materials in the area of accountability.
- May audit conformance to Management System requirements.
- Provides training to others as required.
- Operates flexibly as required to the limits of skill and training.

Indicative tasks performed at this level are:

Co-ordination of a group of operators performing storage and despatch of finished product, including arranging transport and stacking plans.

Assisting in Quality Assurance and Technical functions including trials, analysis of data and decisions on disposition of product under supervision.

Operation of a major part of a paper machine, such as the "dry end".

Co-ordination of a group of operators performing storage and retrieval of raw materials and all other functions of the Yard Group.

Operation of the whole water and effluent system and fire systems.

Carrying out day to day functions for operation of the maintenance and operating store.

(f) **GRADE 6 Senior Operator**

A Grade 6 is by application, when required, and then by appointment.

An employee who has completed training and assessment for control of the operation of a complete paper machine An employee at this level:

- (1) Co-ordinates the work of others working in one or more process areas under minimum supervision and exercises independent judgement for the safe and efficient operation of the process.
- (2) Co-ordinates and/or conducts the job training for members of the shift
- (3) Has a comprehensive knowledge of the processes including costs, customer requirements and interactions between parts of the mill.
- (4) Counsels members of the team on performance issues.

- (5) Acts to ensure the customer requirements are met.
- (6) Routinely attends scheduled crew meetings and leads crew in issues raised at these meetings.

Assessment of suitability including process knowledge, demonstrated judgement, maturity, leadership, problem solving, communication skills and supervisory aptitude. Appointment to this level requires successful completion of training and demonstrated competence to the satisfaction of the Mill Training Committee.

(g) **GRADE 7 Services Operator**

A Grade 7 is by application, when required, and then by appointment.

An employee who has completed training and assessment for control of the operation of the Mill services including water & Effluent, Stock Preparation Plant and Steam generation plant. An employee at this level:

- (1) Co-ordinates the work of others working in one or more process areas under minimum supervision and exercises independent judgement for the safe and efficient operation of the process.
- (2) Co-ordinates and/or conducts the job training for members of the shift
- (3) Has a comprehensive knowledge of the processes including costs, customer requirements and interactions between parts of the mill.
- (4) Counsels members of the team on performance issues.
- (5) Acts to ensure the customer requirements are met.
- (6) Routinely attends scheduled crew meetings and leads crew in issues raised at these meetings.

Assessment of suitability including process knowledge, demonstrated judgement, maturity, leadership, problem solving, communication skills and supervisory aptitude. Appointment to this level requires successful completion of training and demonstrated competence to the satisfaction of the Mill Training Committee.

(h) **GRADE 8 Co-Ordinator**

A Grade 8 is by application, when required, and then by appointment.

An employee who has completed training and skill development for the operation and supervision of the Botany Paper Mill Site. Employees at this level work flexibly as required to achieve the best possible overall Botany Paper Mill operation.

All Grade 6 & 7 operators who have attained the Pulp and Paper Manufacturing Industry Competency Standards may apply to be considered for development to Grade 8, however the number of Grade 8 Site Operators appointed will be at the discretion of Mill Manager.

Grade 8's will not be involved in disciplinary procedures but will be involved in the counselling of employees, refer clause 65, and will refer unresolved issues to the Production Manager.

Assessment of suitability includes process knowledge, demonstrated judgement, maturity, communication skills, supervisory aptitude and experience. Assessment may include a psychological profile.

It is expected that the Grade 8 routinely attends scheduled crew meetings and leads the crew in issues raised at these meetings.

Appointment to this level requires successful completion of training and assessment, and demonstrated competence to the satisfaction of a Sub-Committee of the Mill Training Committee.

11.4 BOTANY PAPER MILL - WAGE RATES

Table of wage rates by grade and the supporting calculations are set out in Attachment 1 and Schedule K.

12 Weekly Employment

- (a) Employees shall be engaged by the week, except in the case of a casual or part time employee, or unless otherwise agreed at site level.
- (b) An employee shall initially be engaged on 6 months probation. Upon successfully completing this probationary period, the employee may apply for a term period position.
- (c) An employee not attending for duty shall lose pay for such time, unless absent on approved paid leave.

- (d) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, and are within the employee's skill, competence and training consistent with the classification structure, provided that a safe and healthy working environment is maintained.

13 Termination Of Employment

13.1 Notice Period

On the termination of employment of an employee, the Company shall provide a period of notice as follows:

Employee's Period of Continuous Service	Period of Notice
Not more than one year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition, an employee over 45 years of age and with at least two years' service shall be entitled to an additional week's notice.

13.2 Payment in Lieu of Notice

Payment in lieu of notice at the All Purpose Hourly Rate of pay shall be made if the appropriate period of notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

13.3 Termination by Employee

An employee may terminate his/her employment by giving one week's notice, in writing, or by forfeiting an amount equal to one week's wages. Provided that such forfeiture shall not be imposed upon an employee who through any reasonable cause is unable to give the full week's notice of termination of employment.

13.4 Summary Dismissal

The Company has the right to dismiss an employee without notice if the employee is guilty of serious misconduct, and in such case, wages and other accrued entitlements shall be paid up to the time of dismissal only.

14 Stand Down

- (a) Where work is interrupted because of strike, breakdown of machinery or stoppage of work for any cause for which the employer cannot reasonably be held responsible, the Company may deduct payment for any period of three or more consecutive working days during which an employee cannot be usefully employed because of that interruption. This includes interruption of key services and utilities to Botany Mill.
- (b) Provided that deduction of payment for any period of one or more days may be made where an employee cannot be usefully employed as a consequence of any industrial action by employees being members of the Union.

15 Casual Employment

- (a) A casual employee is one engaged and paid by the hour. Such an employee:
 - (1) shall be paid an hourly rate equal to one thirty-fifth of the weekly rate prescribed for the classification in which engaged plus an allowance of twenty percent in lieu of those matters specified in sub-clause (c);
 - (2) shall be paid for a minimum of four hours work;
 - (3) may be employed for a maximum of 8 consecutive weeks; and
 - (4) may be terminated at any time without notice.
- (b) Where it is proposed to recruit casual employees at the site, the site will provide a pool of trained employees for relief purposes, prior consultation with the union will occur. Such employees will be given priority in consideration for future permanent employment.

- (c) Subject to this clause, all provisions of this Agreement shall apply to casual employees, except annual leave, sick leave, parental leave, special leave, compassionate leave, jury service, public holidays and redundancy.
- (d) A casual employee who qualifies under the Superannuation Guarantee legislation shall receive superannuation contributions in accordance with those rules.
- (e) A casual employee, who was engaged prior to the commencement of this Agreement at a rate which included a 25% loading, shall continue to receive that rate whilst engaged on a casual basis.

16 Part-Time Employment

- (a) A part-time employee may be engaged on the following terms and conditions:
 - (1) employment shall be for not less than seventeen and one half hours in any week
 - (2) payment shall be made for each hour worked at the rate of 1/35th of the weekly wage prescribed by this Agreement for the class of work performed by that employee plus ten per centum;
 - (3) employees shall receive public holidays, annual leave, long service leave, and sick leave in accordance with the terms and conditions of this Agreement on a pro-rata basis; and
 - (4) subject to this sub-clause, the provisions of this Agreement shall apply to a part-time employee.
- (b) Part-time employment shall not be offered without prior consultation with the union.

17 Term Period Employment

A Term Period employee may be engaged on the following terms and conditions:

- (a) The specified term of employment will be determined by the Company following consultation with the Union prior to employment.
- (b) Employment will be for no less than 35 hours per week.

- (c) The term of employment will be specified in writing to the employee.
- (d) Term Period employees will typically be employed for entry level position or to cover long term sickness, training needs of the Company, assist during major capital expenditure projects and to cover absences or needs as determined by the Company following consultation with the Union.
- (e) A Term Period employee shall receive public holidays that fall within the term of employment. Annual leave and sick leave will accrue in accordance with the terms and conditions of this Agreement on a pro rata basis.
- (f) The provisions of this Agreement shall apply to a Term Period employee, except for and Clause 58- Redundancy.
- (g) Where a term period employee becomes permanent, service will count for all purposes.

18 Crewing

The parties agree that there is a requirement to have adequate crewing numbers in order to meet their obligations and commitments under this Agreement. This relates to such matters as safe staffing levels, training, absences, etc.

This level will vary based on staged shutdown of the machine, market needs, Mill activities including capital projects and continuous improvement initiatives.

PART 2 - HOURS OF WORK OVERTIME, SHIFT WORK

19 Hours Of Work - Dayworkers

- (a) The average ordinary hours of work for day workers shall be thirty-five per week between the hours of 6.00 am and 6.00 pm on any day of the week, provided that the spread of hours and the meal breaks may be altered by agreement between the Company and the majority of affected employees.

- (b) The ordinary hours per week will be fixed at the site level by agreement between the Company and the majority of affected employees and may be determined in accordance with a roster arrangement which provides for the average of thirty-five hours to be calculated over a number of weeks.
- (c) It is agreed that an employee's hours of work may be averaged over a period of 12 months.

20 Rosters - day work

- (a) Day work rosters will be devised so that the allocation of "normal" hours in a section best suits the needs of customers and mill operation.
- (b) Where the requirements would result in rosters outside the definition of "Day Work" in clause 19 then special "Shift" arrangements will be developed.
- (c) Annual Leave for Day Work people will be arranged in accordance with the requirement of the Agreement.
- (d) Through flexibility in rostering the parties will achieve better service to customers and/or lower cost of operation.

21 Hours Of Work - Shiftworkers

- (a) The ordinary hours of work for shift workers employed on:
 - (1) a permanent shift;
 - (2) alternating day and afternoon shifts for five consecutive days per week; or
 - (3) three shifts per day for five consecutive days per week,

shall not exceed an average of thirty-five per week

- (b) For continuous shiftworkers, the ordinary hours of work shall not exceed an average of thirty-seven per week.
- (c) It is agreed that an employee's hours of work may be averaged over a period of 12 months.

- (d) The average hours for shift workers will be fixed at the site level following consultation between the Company, the union and the majority of affected employees in a work section or sections, and may be determined in accordance with a roster arrangement which provides for the average hours to be calculated over a number of weeks, or over the duration of the roster, as appropriate.
- (e) Each shift shall consist of no more than ten hours inclusive of crib time, provided that ordinary hours in excess of ten shall be subject to consultation between the Company, the union, and the majority of employees in the plant or section concerned.
- (f) Ordinary hours not exceeding twelve on any day may be worked subject to:
 - (1) the Company and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12-hour shifts;
 - (2) proper health monitoring procedures being introduced;
 - (3) suitable roster arrangements being made; and
 - (4) proper supervision being provided.

22 Rosters - shift work - mutual shift changes -

22.1 Shift work rosters

Shift Work Rosters have been agreed between the CFMEU and the Company and have included periods of inbuilt Annual Leave. Rosters may be changed following consultation between all parties. Any periods of leave outside the roster, for any reason, can only be taken when approved by the Production Manager.

Procedure for Leave Outside of Roster

- (a) An application for leave outside the roster is to be made to the Production Manager, all requests must go via the Grade 8 in writing stating reason.
- (b) The Production Manager will authorise or deny the request.

22.2 Conditions Pertaining to Mutual Shift Changes

- (a) Operators may mutually agree to change an operating shift with each other provided:
 - (1) The Grade 8's and Senior Machine Operators on both shifts agree with the change, prior to its implementation. (The Mutual Shift change form must be completed and signed prior to the shift change occurring)
 - (2) The operators are equally skilled.
 - (3) The shift change is not detrimental to the Company operations or costs.
- (b) Any operator who agrees to a mutual shift change does so on the basis:
 - (1) It is not an overtime shift and does not attract penalties, meal allowance or Cab Vouchers.
 - (2) The Mutual shift change is either 8 hours duration or 2 hours duration.
 - (3) In the case of 8 hour mutual shift changes all hours worked must be on an RDO and must occur following an 10 hour rest.
 - (4) The agreement to change shifts is a personal agreement, and any failure by either party to fulfil their part of the agreement could lead to a cessation of this activity for the individuals concerned.

Note: For Grade 8 operators - the approval and sign off is required from Manufacturing Manager prior to implementing the mutual shift change.

22.3 10 Hour Rule – Guidelines

The following guidelines cover requirements to be followed, in order to avoid exposing operators to situations where so much overtime is worked that a minimum 10 hour break between shifts is not possible.

- (a) All attempts should be made to avoid working an 8 hour overtime shift. If someone does work 16 hours', a 10 hour break is required prior to the commencement of the next shift.
- (b) It is not up to the operator to determine if he or she wishes to work the double shift.

- (c) All effort is to be made to ensure 12 hour shift coverage is provided. This will include the option of halting training.
- (d) Forward double shifts must be avoided, as there will not be 10 hours rest prior to the commencement of the shift. The Manufacturing Manager must be contacted by Grade 8 for authorisation, prior to a forward double shift being organised.
- (e) If a double shift is worked as a last resort - then the operator on the 3rd shift is required to stay back 2 hours to ensure the 10 hour break is observed
- (f) An operator working back 4 hours and then being called in 4 hours early for the next shift will also breach the 10 hour rule - it is the operator's responsibility to avoid this situation.
- (g) If a situation exists where the 10 hour rule cannot be followed, overtime will apply for the day, as such this should occur only when there is NO other option. Also written communication to Paymaster and Manufacturing Manager is required in this event.

22.4 10 Hour Rule Exemptions

Where overtime is worked which involves off the job activities, the requirement for 10 hours rest before commencing work is not required and as such the associated penalty payments (see clause 22.3 (g)) do not apply.

Examples of this situation include:

- Class room training
- Crew meetings
- Customer visits
- Specific meetings where an employee's expertise or input is requested. Examples are VIS Committee, Mill Training Committee, Grade 7 meetings, Grade 8 meetings, PHO meetings, WPP meetings.

Note: It is not permitted to use operators on site who meet these exceptions to perform on the job tasks such as relief for absences etc.

23 Overtime

23.1 Payment of Overtime

Except in the case of casual and part-time employees, employees will be entitled to be paid overtime at the appropriate rate stated in this clause for all work in excess of an employee's normal rostered working hours.

This provision does not apply in the case of:

- (a) time worked by mutual arrangement between employees or for other reasons not at the direction of the Company;
- (b) time worked by mutual arrangement with the Company;
- (c) voluntary attendance at work for meetings etc outside ordinary or rostered working hours, which will be unpaid;
- (d) overtime which is already included in the calculation of the average weekly wage or annualised salary.

23.2 Rate of Payment

- (a) All work in excess of the ordinary working hours or rostered shift shall be deemed to be overtime and shall be paid for at the following rates:
 - (1) Day Work - time and a half for the first two hours and double time thereafter,
 - (2) Shift Work - double time, except in cases where such time is worked by arrangement between employees themselves.
- (b) Nothing in this Agreement shall prevent the Company from reaching agreement on an alternative rate of payment for training conducted outside ordinary hours.

23.3 Minimum Payment for Overtime

- (a) A day worker who is given notice to work overtime immediately following normal hours, which is cancelled after the employee commences that overtime, shall be paid a minimum of one hour's ordinary pay for that overtime.

- (b) A shift worker who is given notice to work overtime which is subsequently cancelled, shall be paid for four hours' ordinary pay under the following circumstances:
 - (1) where notice to work on a rostered day off is cancelled within sixteen hours of the time the employee is due to commence; or
 - (2) where notice is given to work the succeeding shift and as a consequence the employee has remained on the premises until the prescribed starting time.
- (c) An employee who returns after leaving the premises to work overtime when instructed to do so, or who is instructed to work overtime which except for meal breaks is not continuous with ordinary hours, shall be paid at the appropriate overtime rate for a minimum of four hours' work.
- (d) Provided that this subclause shall not apply:
 - (1) in the circumstances covered by sub-clause 24.4(a)(1)(A) of this Agreement;
 - (2) to an employee who ceases work on the day concerned without the authority of the Company; or
 - (3) to work performed immediately preceding ordinary working hours and of which the employee has received at least eight hours' notice.
- (e) Provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job is completed within a shorter period.

23.4 Rest Period After Overtime

- (a) Rest period after overtime
- (b) Overtime shall, whenever practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive days. ie: double shifts will be avoided unless absolutely necessary to avoid, impacts on Safety, Productivity and Environment.

23.5 Computing Overtime

In computing payment for overtime each days work shall stand alone.

23.6 Reasonable Overtime

- (a) The Company may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime as required.
- (b) The parties agree that employees will co-operate in every way to secure the maximum operation the Mill. Employees shall, when required, work during week-ends and, subject to clause 48.3, on any of the public holidays specified in clause 48.1. Provided that the Company shall not require more than a reasonable amount of overtime work from any employee during weekends and on public holidays.

23.7 Sunday Work

- (a) An employee required to work on a Sunday shall be paid:
 - (1) at the rate of double time; and
 - (2) for a minimum of four hours' work, except in the case of -
 - (A) an employee who ceases work without the authority of the Company;
 - (B) work performed by an employee immediately following or immediately preceding time worked on Saturday or on Monday as the case may be;or
 - (C) an employee who is permitted to cease work before the four hours have expired and before the work is finished.
- (b) An employee who works at least eight hours on a Sunday outside the ordinary hours of work prescribed by this Agreement, and has worked at least eight hours on either of the immediately preceding two Sundays outside such ordinary hours, shall be paid in respect of the first mentioned Sunday, a special allowance of four hours' pay at ordinary time.
- (c) Employees and the union agree that less than eight hours can be offered and worked on a Sunday and where requested employees will work in accordance with this Agreement.

23.8 Miscellaneous

- (a) An employee recalled without notice to work overtime shall be paid at the rate of ordinary time from the time of receipt of notice of recall until reporting for duty, provided the employee reports for duty without unreasonable delay.
- (b) If the employee's normal means of transport is available and the amount of overtime worked does not constitute a double shift then a taxi will not be provided.

If overtime is pre-arranged a taxi will not be provided.

There may be times when a Site Co-ordinator or Team Leader will authorise the use of a taxi. This will be at the discretion of the Site Co-ordinator or Team Leader.

Any unused Cabcharge Vouchers must be returned to the Site Coordinator or Team Leader.

- (c) Provided that this subclause shall not apply to an employee who lives within reasonable walking distance from the location at which employed.
- (d) When employees (other than those engaged on continuous work) are required for work during a week-end, they shall be notified as early as possible in each week and in any case not later than their normal ceasing times on Thursday.
- (e) Provided that, in the event of a breakdown of a unit of plant, or other necessity to do work which could not be foreseen, notification may be given later than the times specified herein, but in this event the longest possible notice shall be given
- (f) Overtime shall be distributed as equitably as practicable amongst the employees in the section concerned.

24 Meal Breaks

24.1 Minimum Period of Break

An employee shall be allowed a meal break or a crib time of not less than thirty minutes in each day or shift. In the case of a shift worker, the crib time shall be

taken so as not to cause a stoppage of work and no deduction shall be made from the employee's wages.

24.2 Time of Taking Break

- (a) An employee shall not be required to work for more than 5 hours without a break for a meal. By agreement between the Company and the majority of employees in the plant, work section or sections concerned, employees may be required to work in excess of 5 hours, but not more than 6 hours, at ordinary rates of pay without a meal break.

24.3 Work During Meal Breaks

- (a) Subject to sub-clause 24.2, an employee shall work during meal breaks at ordinary rates of pay whenever required to make good breakdown of plant or to perform routine maintenance which can only be done while the plant is idle.
- (b) Except as provided in sub-clauses 24.2 and 24.3(a), double time rates shall be paid for all work performed by a day worker during meal breaks and thereafter until a meal break is taken.

24.4 Meal Break During Overtime

- (a) Day Worker
 - (1) Subject to sub-clause 24.4(a)(2) a day worker required to work overtime of at least one and a half hours but not more than four hours duration which is continuous with the ordinary working hours, shall be allowed a meal break of thirty minutes which shall be paid for at the rate of time and a half. Such break shall be taken:
 - (A) before starting such overtime, if the overtime is at the conclusion of the ordinary working time; or
 - (B) either during or at the conclusion of such overtime, if the overtime is immediately before the ordinary working time.

The time of taking this meal break may be changed by mutual agreement between the Company and the employee or employees.

- (2) A day worker working overtime (including overtime on a Saturday, Sunday or Public Holiday) shall be allowed a meal break of thirty

minutes without deduction of pay after each four hours of overtime worked where the overtime is to be continued after such meal break.

(b) Shift Worker

Subject to the continued operation of the plant, a shift worker required to work overtime of one and a half hours or more which is continuous with the ordinary working hours shall be entitled to a crib time either

- (1) at or about the commencement of such overtime after completing the ordinary hours; or
- (2) at or about the commencement of the ordinary hours after working such overtime.
- (3) A meal break shall not be regarded as time worked for the purpose of determining when the next meal break falls due.

25 Rest Period

- (a) A rest period of ten minutes shall be allowed to all employees in the first half of each day or shift.

26 Shift Work

26.1 Obligations

- (a) After due notice employees shall work a continuous shift roster as and when required.
- (b) Shift workers recognise their obligations to continue at work until relieved; provided they are not required to work more than sixteen consecutive hours.
- (c) The Company and employees shall avoid double shifts as far as possible by using every endeavour to arrange reliefs.
- (d) Shift workers recognise their obligation to assist the Company to avoid double shifts or other overtime caused by the failure to relieve fellow workers by using every endeavour to notify impending absence from work

immediately they are aware that they will be unable to report for duty as rostered.

26.2 Shift Allowances

Shift allowances per week shall be paid to the following categories of shift worker and will be the prescribed percentages of the base trade rate (or equivalent) at the particular site:

- (a) Continuous shift as defined 8%
- (b) Three shifts per day for 5 consecutive days per week 6.5%
- (c) Alternating day and afternoon shifts for 5 consecutive days per week 5.5%
- (d) Alternating day and afternoon shifts for 7 consecutive days per week 6.5%

Provided that in lieu of the above shift allowances the undermentioned percentages of the weekly wage rate prescribed in this Agreement shall be paid to a shift worker engaged as follows:

- (1) exclusively on night shift 30%
- (2) exclusively on afternoon shift 15%
- (3) on alternating afternoon and night shifts 15%
- (4) on alternating day and night shifts 12.5%

The above allowances shall be calculated to the nearest 10 cents.

26.3 Weekend Premiums

Shift workers shall be paid the undermentioned premiums for ordinary time worked on:

- (a) Saturdays time and a half
- (b) Sundays double time.

26.4 Transfer From Day Work to Shift Work

- (a) An employee may be transferred from day work to shift work.
- (b) The employee shall be paid at the appropriate overtime rate for day workers:

- (1) Where less than seven days' notice is given of such transfer for all time worked outside of the ordinary day workers hours during the period of notice; and
- (2) On any afternoon or night shift which does not continue for at least five consecutive afternoons or nights, or, in the case of a roster which prescribes less than five consecutive afternoons or nights, which does not continue for the maximum number of afternoons or nights for all time worked outside the ordinary day worker's hours and such time shall be counted in the computation of the ordinary working hours for the purposes of clause 19(a) of this Agreement.

26.5 Shift Changes

An employee may be required to change from one shift to another, or from shift work to day work, provided that:

- (a) The employee shall be given at least forty-eight hours' notice of such change, or shall be paid at the rate of double time for all ordinary time worked after such change until the expiration of forty-eight hours' notice.
- (b) Where such change requires that the employee works on a day which otherwise would have been a rostered day off, the employee shall be paid at the rate of double time for all time worked on that day or shift unless the employee has received at least seven days' notice of such requirement.
- (c) Where notice of a change of shift is cancelled within sixteen hours of the due time of commencement, the employee concerned shall receive four hours' ordinary pay.

Paragraph (a) shall not apply to changes from day shift to day work, which may be made without penalty.

26.6 Daylight Saving

Where, under the relevant State legislation, summer time is prescribed as being in advance of the standard time, the length of any shift which:

- (a) commences before the time for the start of a summer time period; or
- (b) commences on or before the time for the end of a summer time period

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end, as fixed by the relevant legislation.

PART 3 - WAGES, ALLOWANCES

27 Wage Increases

Wage rates shall be varied by application of the following increases from the dates as indicated:

Date – first full pay period commencing on or after	Wage Increase	Additional Closure Increase	Total Increase
1 July 2008	4%	1%	5%
1 July 2009	4%	0.6%	4.6%
1 July 2010	3%	-	3%

The percentage wage increases as specified in this clause shall be applied to all other rates and allowances contained within this Agreement.

The wage rates and allowances contained in this Agreement include the first **5%** payment.

28 Payment of Wages

- (a) Wages shall be paid fortnightly (unless otherwise agreed) into an account nominated by the employee with a bank or other financial institution recognised by the Company.
- (b) The employee may elect, in writing, to have part of their remuneration contributed directly to superannuation or medical funds. Deductions for any other lawful purpose may be made from an employee's wage, subject to the approval of the Company.
- (c) Wages due to an employee upon termination shall be paid on the day of termination, or as soon as practicable thereafter.

29 Wage/Salary sacrifice

The Company will provide consideration to the introduction of any tax effective salary sacrifice measure from pre-tax salary which:

- Is legal
- Is administratively simple
- Is at no additional cost to the company and
- Has adequate safeguards to ensure employees do not become over committed.

30 Wage Rates

- (a) The minimum rate to be paid to an employee during the term of this Agreement shall be the rate for the classification, or the level within the career path structure, at which the employee is currently employed, as specified in clauses 11.3, 11.4 and Schedule K. The weekly wage rates shall be calculated to the nearest ten cents per week, any fraction not exceeding five cents being disregarded.

31 Annualised pay arrangements and wage rates

- (a) The normal worked shifts for a 5 shift continuous shift worker with full leave entitlements are 217 x 8 hour shifts in 364 day roster period.
- (b) In counting the 217 shifts all "leave" under the Agreement, other than the current years' Annual Leave entitlement are included.
- (c) Normal worked shifts for a person with zero current Annual Leave entitlements would be 242, calculated as $217 + 25$.
- (d) Normal worked shifts for a part year will be calculated pro rata and rounded to the nearest shift. The pro rata calculation will be $242 \times \text{days on shift} / 364$, less any leave entitlement shifts.
- (e) For a person new to shift work the target shifts for a part year will be the normal worked shifts as in (d). In this case a special roster will be worked out for that person at the time of starting shift work to achieve the required target shifts by adding extra days at long roster breaks, if shifts worked will fall short. If shifts worked will be excessive, extra days off may be allowed or overtime planned to be paid at the discretion of the Company.
- (f) Any adjustment by paying of overtime for excessive shift in a roster year will be paid in the first pay period of the next roster year and at no other time.
- (g) The initial 6 months' probationary period for a new employee will consist of 121 x 8 hour shifts over 26 weeks normal worked time. A new employee will have a special roster to achieve these 121 shifts over the 26 week period. Assessment of the employee will begin after 8 weeks to ensure that after 26 weeks the employee is either terminated or placed on

permanent duties. After 26 weeks the employee will be treated as a "new" shift worker working a part year as in (d) and (e) above.

- (h) Shift changes may result in variation to the number of worked shifts. Shift rosters will be designed to minimise variation. By agreement Shift changes will be done in such a way that variations are minimised. Additional days off the roster will be taken to avoid the accumulation of excessive shifts in a roster year or overtime planned to be paid at the discretion of the company

(Note f). Any shortfall of days worked due to shift change will not create any pay variance nor carry over into the next year.

- (i) Attendance at company organised training programs will remain separate to the annualised wages system when such programs occur on other than normal rostered days off.

Attendance at such programs will be paid at normal overtime rates except for first aid, mobile equipment and other agreed programs which will be paid at single time.

The days worked outside normal rostered days off, and paid as above, are not included in the total number of "days worked" calculation.

- (j) Transfer of a continuous shift worker to Day Shift for work purposes and method of payment.

Method 1

Appropriate shift change notification to be given.

FULL FORTNIGHT = 10 = 80 hours of work. Starting and finishing times (8 hours) by agreement i.e. 7am - 3pm, 6pm, 2pm, or other. He/she will be paid as if he/she is working his/her shift for the full fortnight.

Public Holidays Off

6 hours of the 80 hours will be paid as Shift Overtime. Any other time worked outside of "normal hours" will be paid as Shift Overtime.

Part Shift Works/Day Work

Paid as if working his/her shift for the full fortnight and past practice will apply.

Method 2

Transfer the worker to Day Shift and work on Day Shift when his/her own shift is rostered on.

Payment: Paid as if he/she has worked his/her own shift and time worked outside of Day Shift paid at Shift Overtime rates.

32 Merit Based Training and promotion

(a) For Grades 2 to 5, length of service and Capability review will be used to decide the priority for allocation of training resources for training to the next grade level.

For Grades 6, 7 and 8 appointment is by application, in response to advertisement, to the production Manager. The Capability review procedure will apply to these positions.

(b) Progression through a career path is dependent on achieving satisfactory performance as defined in the capability review procedure.

(c) Where practical, career path development within the crew is encouraged to minimise shift changes and the effect on that team's performance.

(d)

Capability Review Procedure

There will be 3 reviewers made up of 2 x G8's, Area Supt.'s or equivalent management staff.

The review will assess the most senior candidates in their current role to identify any significant gaps which may be an issue in the new role. The Area Supt. responsible for the area will nominate the key skills required and give them a weighting. A comparison will then be done of the 3 reviewer's ratings and compared to the weighting to identify any significant gaps.

The process is:

- Most senior applicant candidate identified
- Skills for current Grade held by candidate are identified from relevant Botany Mill Competency Standard – Evidence Guide and listed by category
- Weighting applied based on importance of these skills for the new Grade

- Candidate is reviewed against this list by Grade 8s, Area Superintendent or Management Staff.
- Review of ratings versus the weighting is conducted.
- Outcome is that senior candidate will be selected for training / appointment if no skills gaps identified between rating of current performance on the weighted skills.
- If gaps are identified with a candidate – the Mill Training Committee will address this issue with the employee and a plan to address the issues will be implemented. Upon the issues being addressed, the employee will be considered for future training and promotional opportunities under the process outlined in this clause,
- The process is then repeated on the next candidate.

33 Meal Allowance

- (a) An employee who is required to work overtime, and is prevented from returning home for a meal, shall paid a meal allowance.
- (b) The allowance prescribed by clause 33(a) is set out in Schedule K
- (c) The provisions of this clause shall not apply to overtime worked in accordance with an employee's shift roster

34 Call in allowance

34.1 Shift Workers

A call in allowance of \$91.77 is to be paid for all call ins.

34.2 Day Workers

A day worker will be paid an allowance of \$112.04 plus one hour's ordinary pay.

This allowance will be indexed to future wage increases.

35 Higher duties allowance

Individuals identified in Mill Training Committee meeting as being in a training program will not be paid a higher rate of pay when they are operating at the level they are in the program to achieve.

An employee will not be requested to work in a higher Grade, other than as a part of a Mill Training program, where they do not have the full range of skills to perform the job.

36 Training outside the Shift Roster - payments

- (a) Training of an employee:
 - (1) Day Shift
 - (2) Night Shift
 - (3) Afternoon Shift or
 - (4) RDO's.

Day Shift: It is a straight transfer of work (no payment).

Night Shift: It is a straight transfer of work with the preceding and following Night Shifts off during the period of training (no payment).

Afternoon Shift: Two choices (a) straight transfer of work i.e. attend training and have "A" shift off (no payment) or (b) attend training and work "A" shift then training is paid at overtime rates.

RDO's: All training on RDO's, except First Aid, Mobile Equipment and other agreed programs, will be paid at overtime rates.

- (b) Working Training - RDO's

There may be infrequent events occur which would clearly be advantageous to a trainee if he/she were present. For example, the opportunity for an operator to perform a fabric or felt change that is a key element in a trainee Grade 6 operator's development.

Call in allowance is not applicable.

Note: Payment of overtime rates.

- (c) Management System Audits

Audits could normally occur

- (1) During any shift
- (2) After any shift
- (3) Before any shift

Every effort to perform audit within the shift must be made, options 2 & 3 can then be used. Audits should not be scheduled for "RDO's".

Payment for (2) and (3) is at Overtime Rates.

37 Training allowance

A Training Allowance as set out in Schedule K is to be paid to nominated trainers for positions above Grade 4 in the Mill's career paths.

The number of nominated trainers is 10 and will be determined following consultation between the parties.

This allowance is to be indexed to future wage increases and paid for all purposes of the Agreement.

38 First aid arrangements

An employee who has been trained to render First Aid and who is a current holder of the agreed appropriate First Aid qualifications shall be paid a weekly allowance of \$15.20 if the employee has been jointly appointed by the Company and the CFMEU to perform First Aid duty. A maximum of 11 operators (excluding G8 and store positions) are to be paid the first aid allowance. A transition to this position will be following consultation between the CFMEU and the Company.

PART 4 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

39 Annual Leave

39.1 Period of Leave

An employee will accrue an amount of paid annual leave, for each twelve months' continuous service with the Company as follows:

- (a) A shiftworker engaged on continuous shift (as defined) for the full year shall be entitled to 175 hours leave.
- (b) A dayworker, or a shift worker other than on continuous shift, for the full year shall be entitled to 140 hours leave.
- (c) An employee who has worked for part of the year as specified in paragraph (b), and for part of the same year as specified in paragraph (a), shall be entitled to a pro-rata number of hours calculated to the nearest one hour.

39.2 Calculation of Service

- (a) Annual leave accrues and is credited to employees monthly.
- (b) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:
 - (1) any absence from work on account of personal illness or injury or on account of leave granted by the Company;
 - (2) a stand down pursuant to clause 14; or
 - (3) any other absence with reasonable cause.
- (c) In cases of personal sickness, injury or absence with reasonable cause as referred to in sub-clause (b), the employee to become entitled to the benefit of this subclause shall inform the Company, if practicable, within twenty-four hours of the commencement of such absence of the inability to attend for duty and, as far as practicable, the nature of the illness, injury or cause and the estimated duration of his/her absence. A notification given by an employee pursuant to sub-clause 40.2 of this Agreement shall be accepted as a notification under this subclause.

39.3 Taking of Annual Leave

- (a) Annual leave shall be given and taken in a continuous period, or if the employee and the Company agree, in two or more separate periods.
- (b) An employee shall take annual leave in accordance with the roster or at a time authorised by the Company.

- (c) Where a shiftworker engaged on continuous shift (as defined) has accrued more than 350 hours leave, the Company may direct the employee to take up to $\frac{1}{4}$ of the amount of accrued annual leave.
- (d) Where a dayworker, or a shift worker other than on continuous shift, has accrued more than 280 hours leave, the Company may direct the employee to take up to $\frac{1}{4}$ of the amount of accrued annual leave.

39.4 Payment of Leave Loading

An employee who is proceeding on annual leave shall be entitled to the payment of an annual leave loading of 20% or, in the case of a shift worker, the higher of the loading or the average shift earnings on ordinary rostered time.

39.5 Public Holidays during Annual Leave

- (a) Annual leave shall be exclusive of public holidays prescribed by this Agreement. Provided that annual leave may be inclusive of public holidays for the purpose of allowing for shift rostering, in which case public holidays falling during any period of annual leave shall be paid at single ordinary time in addition to the payment of annual leave.
- (b) An employee shall forfeit the right to payment for any public holiday within or immediately following the period of annual leave if the employee fails, without reasonable cause, to report for duty at the proper time after the period of annual leave.

39.6 Employee Incapacitated

- (a) An employee who is incapacitated as a result of a personal illness or injury while on annual leave may submit a claim for the period of incapacity to be regarded as sick leave provided that:
 - (1) the period of incapacity is five or more consecutive days; and
 - (2) the employee proves to the satisfaction of the Company by the provision of a certificate from a qualified health practitioner that he/she was incapacitated for the period claimed.
 - (3) unpaid sick leave shall not be taken where an employee has sick leave credits.

- (b) In making a claim for paid sick leave under this sub-clause, an employee shall comply with all the requirements of Clause 40 - Sick leave.

39.7 Payment for Annual Leave

Payment shall not be made or accepted in lieu of annual leave except in respect of:

- (a) accumulated entitlement on termination of service;
- (b) a total entitlement at 31st December in any year of less than 24 hours; or
- (c) a remaining entitlement at 31st December in any year in excess of any number of hours divisible by eight, unless the employee requests otherwise.

provided that during any 12 month period an employee cannot receive payment in lieu of annual leave that is greater than $\frac{1}{2}$ of the annual leave accrued to that employee during that 12 month period.

40 Sick leave

40.1 Entitlement

- (a) An employee, shall accumulate sick leave in accordance with the following table:
 - (1) First year of employment up to 70 hours
 - (2) Each subsequent year of employment 72 hours.
- (b) A 6 month term employee shall accumulate sick leave at 36 hrs for the 6 months.
- (c) Entitlements shall be allocated to employees each month at 6hrs per month and pro rata on a monthly basis for employees in their first year of employment.

40.2 Eligibility for Payment

Out of such entitlement, an employee who is absent from work on account of personal illness or non-compensable injury shall be paid at the amount they would

reasonably have expected to be paid by the employer if the employee had worked during that period for such absence, provided the employee shall:

- (a) advise the Company as early as possible of their inability to attend for duty stating as far as practicable, the nature of the illness or injury and the estimated duration of the absence; and
- (b) provide to the satisfaction of the Company details of their inability, on account of illness or injury, to attend for duty.

40.3 Payout of Entitlement

- (a) In the event of an employee dying, the Company shall pay to the deceased employee's estate the monetary value of all entitlements standing to the employee's credit.
- (b) Where an employee retires due to age or incapacity, or the employment terminates after ten years continuous service for other reasonable cause, any unused entitlement standing to the employee's credit shall be paid at the All purpose hourly rate, as defined in Attachment 1.

40.4 Ex-serviceperson

- (a) This subclause applies only to an ex-serviceperson who:
 - (1) has served in a theatre of war,
 - (2) has a disability accepted by the Repatriation Department as war caused; and
 - (3) has exhausted their sick leave credits as a result of absences due specifically to war caused disability.
- (b) If such an ex-serviceperson has worked for part of the year, but becomes too ill to work (whether such illness be war caused or not) before the ex-serviceperson's next sick leave credits become due, the ex-serviceperson will be entitled in that year to special non-cumulative sick leave to cover such further illness up to a maximum of 70 hours.

40.5 Absentee Management procedure

- (a) A Sick Leave entitlement as set out in clause 40.1 is available to employees for paid absences due to illness or non-work related injury.

- (b) All days off in excess of 9 days for any rolling 12 consecutive month period automatically require a Doctor's certificate for sick leave to be claimed. An example of this might be 9 days off between the period November 2009 to October 2010. (There may be necessary exceptions eg. Compassionate leave, mutual agreements, other extenuating circumstances and common sense must apply). However, the intent is all days off require a Doctor's certificate once the 9 days have been used up in any 12 consecutive month period. If a Doctor's certificate is not supplied the warning procedure will be used.

Where (b) is identified, the warning procedure will be used.

- (c) It is the right of the company to discuss systematic absentee trends with an employee prior to the nine days being used up in a 12 consecutive month period. Examples of systematic trends could be: consistent weekend absentees, consistent night shift absences or consistent absences at the start or end of a shift cycle.
- (d) It is the right of the company to discuss high absentee rates with an employee within any 12 consecutive month period. As a guide, 7 days off within the first six months of any 12 consecutive month period is the minimum requirement.
- (e) The Area Superintendents will review monthly, an updated database showing the rolling 12 months absentee performance for each employee.
- (f) Employees can access their own absentee status via a written request to their respective Grade 8 or their immediate supervisor.
- (g) The commencement of the 1st rolling 12 month period is 1st September 2004.

40.6 Entitlement to cash out sick leave

- (a) Sick leave accrued before 27 March 2006

An employee is entitled to cash out any amount of sick leave that was accrued before 27 March 2006 if

- (1) the employee gives the Company a written election to cash out the amount of paid sick leave; and

- (2) the Company authorises the employee to cash out that amount of paid sick leave.

The Company will pay the employee in lieu of any sick leave accrued before 27 March 2006 that is cashed out by the employee at the employee's basic periodic rate of pay (expressed as an hourly rate). If any Superannuation Guarantee liability arises as a result of the employee electing to cash out their sick leave, the employee will be deemed to have agreed to direct the employer to salary sacrifice any Superannuation Guarantee liability from the future salary or wages of the employee.

- (b) Sick leave accrued after 27 March 2006

An employee with more than 105 hours of unused sick leave accrued after the 27 March 2006 is entitled to cash out their entitlement to take any amount of that accrued paid sick leave beyond 105 hours if:

- (1) the employee gives the Company a written election to cash out the amount of paid sick leave; and
- (2) the Company authorises the employee to cash out that amount of paid sick leave.

The Company will pay the employee in lieu of any sick leave beyond 105 hours that is cashed out by the employee at the employee's basic periodic rate of pay (expressed as an hourly rate). If any Superannuation Guarantee liability arises as a result of the employee electing to cash out their sick leave, the employee will be deemed to have agreed to direct the employer to salary sacrifice any Superannuation Guarantee liability from the future salary or wages of the employee

41 Sick leave arrangements

- (a) When an employee's employment is terminated, for any reason, any Sick Leave entitlements shall be paid to the employee at the All purpose hourly rate, as defined in Schedule D
- (b) By agreement, doctor's certificates will not be required for one or two day sickness absences except by agreement between the Union and the Company in cases where sick leave provisions have been abused as

described in clause 40.5. The Company will require a certificate from a registered health practitioner for absences of three days or longer.

- (c) New employees on a probationary period of six months will require a certificate from a registered health practitioner for any period off in those six months.
- (d) Employees will be docked for all time absent at the start of a Shift but if an employee leaves after starting a Shift, Sick Leave credits will be substituted if the employee has entitlements.
- (e) Note: Any variation to the above can only be approved by the Production Manger.

42 Long service leave

- (a) After the completion of 15 years' continuous service with the Company, an employee shall be entitled to Long Service Leave during their ordinary working hours to the following extent:
 - (1) Fifteen weeks leave excluding public holidays effective 1 July 2003 and no retrospectivity applies to any service before this date.
 - (2) A further five weeks leave after completing each subsequent five years continuous service.
 - (3) An employee may access LSL after completing 10 years service on a pro rata basis.
- (b) The employee shall be paid for Long Service Leave at the rates prescribed in Schedule G
- (c) Subject to this clause and Schedule G, Long Service Leave shall be taken as detailed in the relevant New South Wales act.

43 Parental leave

Employees shall be entitled to Parental Leave in accordance with the Australian Fair Pay and Conditions Standard.

44 Special leave

Special paid or unpaid leave may be granted to an employee on such terms and conditions as may be determined by the Company and services shall be continuous, subject to the terms of such determination.

45 Compassionate leave

- (a) An employee shall, on the death of a member of his/her immediate family (as defined) or household member, be entitled on notice to leave up to and including the day after the funeral.
- (b) An employee shall be entitled on notice to leave when a member of his/her immediate family (as defined) or household member contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life.
- (c) Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work in accordance with the normal work roster. There will be no deduction of penalties where the leave defined under this clause is taken on a Saturday, Sunday or Public Holiday.
- (d) Proof of such death or serious illness or injury shall be furnished to the satisfaction of the Company.
- (e) This entitlement will not apply when the period coincides with an absence on other leave, except annual leave.
- (f) "Immediate family" (for the purposes of this clause) means an employee's spouse (including a person living with the employee in a de facto relationship), parent (including stepparent), child (including step-child), sister, brother (including step-sister and stepbrother), parent-in-law, grandparent, grandchild, or a spouse's child, grandchild, grandparent or sibling, or a member of the employee's household.

46 Family leave

46.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date this Agreement comes into effect for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate from a registered health practitioner or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being either
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.
- (d) The term "immediate family" includes:
 - (1) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and -
 - (2) 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.
- (e) The employee shall, wherever practicable, give the Company prior notice of.
 - (1) the intention to take leave;
 - (2) the name of the person requiring care;
 - (3) the person's relationship to the employee;
 - (4) the reasons for taking such leave; and

- (5) the estimated length of absence.
- (f) If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

46.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care to a family member who is ill.

46.3 Grievance Process

In the event of any dispute arising in accordance with any part of this clause, such a dispute shall be processed in accordance with the grievance and dispute settlement procedure of this Agreement.

47 Jury service

An employee called to attend for jury service during ordinary working hours shall:

- (a) notify the Company as soon as possible- of the date of attendance: and
- (b) provide proof of attendance, the duration of such attendance and the amount received for attending.

The employee shall be reimbursed by the Company the difference between:

- (1) the amount paid whilst attending for jury service, and
- (2) the amount the employee would have received in respect of their average weekly wage.

48 Public holidays

48.1 Prescribed Holidays

- (a) The following days will be public holidays (or such other days as generally observed in the locality in lieu thereof) without loss of pay:
 - (1) New Year's Day, Australia Day, Industry Picnic Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day (or such other day which shall be substituted when Anzac Day falls on a

Saturday or Sunday), Queen's Birthday, Christmas Day and Boxing Day.

- (b) For the purpose of this Agreement:
 - (1) When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
 - (2) When Boxing Day falls on a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
 - (3) When New Year's Day or Australia Day falls on a Saturday or a Sunday, a holiday in lieu shall be observed on the following Monday.

48.2 Holiday During Leave

A public holiday prescribed by this Agreement occurring during the taking of any period of annual leave or long service leave shall be added to the period of such leave, except as provided by sub-clause 39.5(a).

48.3 Requirement to work on a public holiday

- (a) An employee may be required to work on any of the holidays prescribed by this clause in order for the Company to meet its operational requirements. Employees acknowledge that this may be required from time to time.

48.4 Payment for Work on a Holiday

- (a) An employee required to work on a public holiday shall be paid at the rate of double time and one half.
- (b) An employee shall be paid for a full day or shift, except in the case of-
 - (1) an employee who ceases work without the authority of the Company; or
 - (2) work that is performed immediately following or immediately preceding time worked on the day before or the day after such holiday, as the case may be, which is of not more than four hours duration, and of which the employee received at least twenty-four hours notice.

48.5 Substitute Days

At the site level, the Company may, following consultation with the union and the majority of affected employees, substitute another day for any prescribed in this clause.

49 Annual Christmas shut

Botany Paper Mill will shut from 10.00pm on 24/12 to 6.00am on 27/12 for a combined Christmas Day and Industry Picnic Day shut.

This agreement is made on the understanding that there will be a Botany Mill Picnic held on a day to be nominated each year, and that Botany Mill Operations will continue to function normally on that day.

For Day workers, Two shift workers, Permanent afternoon shift workers or Permanent night shift workers, a day off in lieu for Industry Picnic Day can be arranged with the relevant Staff Supervisor, at a mutually agreed date or Botany Mill management may require a day added to a planned period of annual leave shut.

Botany Mill Management may at any time raise the requirement to work over the Christmas Day and/or Industry Picnic Day period. Such a request will be supported by data which establishes the commercial rationale for the requirement to work. The union recognises the Botany Mill Management's right to approach employees at any time on the matter of working through the public holidays in question and it is understood that the level of employee and Union support will depend upon the case made by Botany Mill Management.

Any arrangements made to work over Christmas Day and/or Industry Picnic Day will be by agreement with the Union.

PART 5 SAFETY, HEALTH AND WELFARE

50 Occupational health and safety

50.1 Objectives

- (a) The parties to this Agreement will strive to continuously improve occupational health and safety for the well being of all employees, contractors and the public and comply with relevant legislation.
- (b) The Company will reach agreement with the occupational health and safety committees on matters associated with ensuring that the Company can provide a working environment in which all foreseeable hazards have been identified and control measures implemented to reduce the risks associated with these hazards to a practicable level.
- (c) The Company will provide a rehabilitation service which will attempt to return any injured workers to their pre-injury status regarding employment and well being.

50.2 Commitments

In order to achieve these objectives, the following commitments will be made:

- (a) Legislation: The Company and its employees will comply with all Acts, Regulations, Codes of Practice and Standards relevant to occupational, health safety and rehabilitation.
- (b) Consultation:
 - (1) The Company will actively participate in the Pulp and Paper Industry Occupational, Health Safety and Environment Steering Committee and support the Pulp and Paper Industry Occupational, Health Safety and Environment Unit Co-ordinator in implementing the Committee objectives.
 - (2) The Company will abide by the provisions of the Pulp and Paper Industry Occupational Health and Safety Agreement, together with all policies and arrangements that complement the Agreement.

- (3) The Company will actively participate in site Occupational Health and Safety Committees, of which there will be equal number of employee and Company representatives. The site Occupational Health and Safety Committees will oversee the progress of the Company occupational, health, safety and rehabilitation program. The aim of this program is to provide continuous improvement in the safety and rehabilitation standards of the Company. This will be achieved by:
 - (A) Training employees and supervisors in hazard identification and risk assessment techniques and training employees in the measures used to reduce the risks associated with the identified hazards;
 - (B) Collecting information on hazards and incidents in the workplace with the aim of identifying areas of concern and implementing the appropriate interventions to reduce risk;
 - (C) Regularly auditing the effectiveness of the safety program and conducting worksite safety inspections;
 - (D) Reviewing the effectiveness of site policies and procedures in managing occupational health and safety. Any changes in the workplace will be assessed for any occupational health and safety implications prior to the changes taking place;
 - (E) Developing agreed flexible rehabilitation programs to ensure the return to work of any injured employee.
- (c) Safety Programs: The parties agree that any significant safety program that will impact Botany Mill will only be introduced at sites on the following basis:
 - (1) Prior to the commencement of the program the company will consult with the union;
 - (2) Safety committee at that site has agreed to a trial and review process and the Pulp & Paper Industry Occupational Health, Safety and Environment Unit has been consulted, with measures to determine it's effectiveness;

- (3) That the program is incorporated as part of the safety management system once approved by the Site Safety Committee.

51 Injuries on duty

- (a) An employee injured on duty and unable to continue at work shall be paid in full:
 - (1) when on normal day or shift, for the remainder of that day or shift;
or
 - (2) when on overtime, for the remaining hours which would have been worked.
- (b) The Company shall make up to the all-purpose weekly wage the workers' compensation weekly payments of an injured employee, subject to the following conditions:
 - (1) Make-up payments will not be continued for longer than 52 weeks from the date of the injury, nor beyond the time, within that period, of a claim for damages being granted.
 - (2) Subject to paragraph (c) below, make-up payments will be paid not later than seven days from submission of First Certificate and Report of Injury.
 - (3) Payments will not be back-dated prior to submission of these reports, unless they are submitted within seven days of the date of injury.
 - (4) Make-up payments will not be commenced until liability for the payment of workers compensation is admitted.
 - (5) Make-up payments will not be continued if the employee refuses to submit to any necessary medical examination.
 - (6) In the case of a claim for damages against the Company being granted, the make-up payments already made shall be to that extent a satisfaction of the judgement. In the case of a claim for damages against a third party being successful, the make-up payments shall be refunded by the employee to the Company out of the damages received.

- (c) These provisions do not apply to casual employees.
- (d) In the case of a part-time employee, wages will be made up to the ordinary rate of pay for the normal time worked by that employee.

52 Clothing

All employees will be issued with the OH&S Committee approved work clothes on employment and then by annual issue, due 1st July of each year. All shirts, sloppy joes and jackets will be monogrammed with the Amcor Logo

Only supplied clothing is to be worn.

Exceptions to this are:

- (a) Special exceptions may be made, at Grade 8 Supervisor's discretion, for equivalent clothing to be worn if supplied clothing can not be made available on any one day. Grade 8 supervisor is responsible to ensure the appropriate application of this exemption.
- (b) Union supplied clothing that has approval by OHS committee prior to issue.

Long hair must be suitably constrained when working at Botany Paper Mill.

53 Tools and Equipment

The Company shall provide employees with such tools and equipment as are required to carry out their duties.

PART 6 - CONSULTATION

54 Consultative arrangements

54.1 Objectives

- (a) In order to promote effective communication and harmonious relations between the Company, its employees and the Union, a Site Consultative Committee will be established.

(b) It is intended that the Consultative Committees will be an effective forum in which union representatives (where the union is the chosen representative) covering all employees can discuss with representatives of the Company, those matters which affect employees or this Agreement. In so doing it is recognised that all concerned have a mutual interest in ensuring the prosperity of the Company and thus promoting the prosperity of all employees. It is intended that Committees may discuss the following items and their effect on their workplace, but it should be noted that the list is in no way meant to be exhaustive:

- (1) Investment Policy and Business Plans;
- (2) Operating performance, financial position and market information;
- (3) Quality; and
- (4) Productivity and Efficiency Indicators

54.2 Boundaries

- (a) The site committee is not a negotiating forum and as a consequence will not deal with pay and employment conditions. In addition the committee will not address individual employee grievances and disciplinary matters.
- (b) The chairperson of the committee is empowered to decide if an item is appropriate for consideration by the committee, or whether it should be dealt with elsewhere.
- (c) The Consultative Committees have not been designed to, and will not, replace the normal management process or the normal industrial relations processes.

54.3 Composition of Committees

Committees will be composed of nominees of the company and trade union representatives (where the union is the chosen representative). Employees shall be represented at least equally on the committee by their elected union delegates or employee representatives nominated for the purpose by the union.

54.4 Committee Meetings

Committee meetings will be held every two months but this period may be varied at the request of representatives.

54.5 Participative/consultative practices

- (a) The development of effective participative/consultative practices is important in the process of change and will lead to advantages for both the Company and employees. It is therefore agreed that participative/consultative mechanisms at the Botany Mill will be implemented as follows:
- (b) The form, structure and method of implementing consultative mechanisms / practices shall be determined by agreement.
- (c) The process of consultation will be provided with a mechanism through which employees can be involved in and positively contribute towards agreed outcomes.
- (d) Employees shall be represented at least equally on the committee by their elected union delegates or employee representatives nominated for the purpose by the union (where the union is the chosen representative).
- (e) Joint sub-committees may be established for specific purposes and may be comprised of persons nominated by the parties.

54.6 Consultative committee charter

- (a) The Consultative Committee will provide a forum to review all agreement and non agreement matters applicable to the employees at Botany Mill with a view to eliminating all potential problems, possible sources of confrontation, and to provide agreed outcomes.
- (b) The Committee will meet at times and dates which are mutually agreed and will of their own motion determine the adequacy of representation to deal with particular agenda items or to defer them if they see fit. The basic principle is that no matter should be dealt with unless the Committee is satisfied that all parties affected are properly represented. To this end, the Committee may invite Union officials, Company representatives and other people as may assist in the consultative process.

PART 7 - MISCELLANEOUS

55 Agreement to be displayed

The Company shall display and maintain copies of the Agreement at convenient places within its premises.

56 Time and wages records

The company shall keep a record from which can be readily ascertained the name and classification of each employee, the hours worked by the employee each day, and the wages and allowances paid in respect of each pay period.

57 Superannuation

57.1 Company contribution

- (a) For the purposes of both the Superannuation Guarantee (Administration) Act 1992 (“SG Act”) superannuation contributions and any additional Company superannuation contributions, the employees have the choice to have those superannuation contributions made to either FIRST Super or the Amcor Superannuation Fund. If no choice is made, the default superannuation fund will be FIRST Super. Employees may also choose at commencement of employment (and at any other times permitted by the Company) to make their own additional superannuation contributions. All additional employee contributions will be made to either FIRST Super or the Amcor Superannuation Fund in accordance with the rules of the appropriate fund and any election made by the employee.
- (b) Company contributions will be based on an employee’s ‘Ordinary Time Earnings’ (as defined in the SG Act) and will conform with the Company’s SG Act obligations.

57.2 Flexible Remuneration

- (a) An employee may, by mutual agreement with the Company, request to receive wages calculated in accordance with this Agreement minus the

amount of additional voluntary pre-tax superannuation contributions that the Company has agreed to pay from time to time for the benefit of the employee.

- (b) An employee may elect to make voluntary superannuation contributions on a pre-tax basis as part of a wage sacrifice arrangement and any request shall be in the form prescribed by the Company.
- (c) An employee who takes any paid leave shall receive the benefit and wage prescribed under this wage sacrifice arrangement in lieu of wages and other amounts payable under this Agreement.
- (d) Any other payment, including termination payments, calculated by reference to the employee's wage as provided in this Agreement will be calculated by reference to the total of wage and benefits provided in clause 57.2(a) unless this Agreement specifically provides otherwise.
- (e) Each employee participating in benefits available under paragraph 57.2(a) of this Agreement shall receive written confirmation of relevant information including the post-arrangement gross wage rates, net wage rates and any other payments that may be affected by the arrangement.
- (f) Written confirmation as specified in paragraph 57.2(e) above shall be provided upon any adjustment to pre-arrangement wage rates under this Agreement or reclassification.

57.3 Additional superannuation

In addition to the amount required under clause 57.1(b), the Company will pay additional Company superannuation on behalf of each employee (apart from casual employees) into their nominated superannuation fund as follows:

Amount	First full pay period commencing on or after
\$1000 (gross)	The commencement of this Agreement;
\$1000 (gross)	1 July 2009;
\$1000 (gross)	1 July 2010.

58 Redundancy

58.1 Process for implementing redundancies

(a) Should natural attrition or redeployment not meet the needs of the Company, the following staged process will apply in consultation with the parties to this Agreement:

(1) **Voluntary Redundancies** To allow employees to make an informed decision as to whether to apply for a voluntary redundancy, the company will provide all required information (including redundancy payment advice) to employees at least two weeks prior to the closing date for applications.

The company will call for application for voluntary redundancy, in the following order:

- (A) Affected position;
- (B) Affected part of work area;
- (C) Affected work area;
- (D) Mill wide.

This order will also be used for determining offers of voluntary redundancy, consistent with the principles set out below:

(2) **Skills Retention**

The Company will endeavour to fill all of the available redundancies from those who make an application. However, the parties recognise that the operational requirements of the business, may result in an application for redundancy not being accepted by the Company where the employee has skills, competence, training and / or experience that is not able to be replaced in a reasonable timeframe or at a reasonable additional cost to the Company.

(3) If there are insufficient employees available at the position level for voluntary redundancy due either to insufficient applications or the retention of an employee under paragraph (a), the company will move from redundancies based on affected position to redundancies based on affected part of work area and then, if there

are still insufficient employees, affected work area and then, if there is still insufficient employees, mill wide.

(b) Involuntary Redundancies

This provision shall only apply in circumstances where there is an insufficient number of applications accepted by the company for voluntary redundancy under the process outlined above.

Where involuntary redundancies occur a comprehensive selection process will be implemented at a site level to ensure fairness and meet the operational requirements of the business. The comprehensive selection process will take into account an employee's experience in the first instance, then their skills, competence and training.

(c) The following general principles will apply to both voluntary and involuntary redundancy processes:

- (1) Consistent with (A) above, the implementation details of the voluntary and involuntary redundancy process will be developed by the Company. All redundancy arrangements and payments will be consistent with the Redundancy clauses in the agreement, specifically, this clause 58.
- (2) Any dispute over the implementation of the redundancy process outlined in this clause that cannot be resolved at a mill level will be referred to the AIRC under clause 7, the dispute settlement procedure in this Agreement.

58.2 Severance Payments

(a) Should a position become redundant and an employee subsequently be retrenched, the employee shall be entitled to the following payments:

- (1) All accumulated sick leave credits;
- (2) All accumulated annual leave credits;
- (3) Pro-rata long service leave if the employee concerned has five or more years' continuous service with the Company;
- (4) Four weeks' pay at the employee's annualised wage for each full year of service and pro-rata for part years.

In the case of day workers and non-continuous shift workers, the ordinary hours will be increased by a factor of 46/35 to provide a loading of 31 % consistent with payments made to shift workers.

- (b) The minimum payment for an employee with up to and including one year of service shall be four weeks' pay and the minimum payment for an employee with more than one year and up to and including two years of service shall be eight weeks' pay.
- (c) These payments are subject to the employee concerned continuing in employment to a date notified by the Company to the union. An individual employee's special circumstances may be taken into account provided this does not prevent production continuing to the agreed date.

58.3 Transfer to Lower Paid Job

Should a position become redundant and an employee is transferred to a lower paid job, the employee concerned shall:

- (a) retain the annualised wage rate applicable to the employee's skills acquired and preparedness to use.
- (b) forfeit the right to retain the higher annualized wage rate of a redundant position if they:
 - (1) refuse appointment to an equal or higher paid position;
 - (2) refuse to undertake or fail to satisfactorily complete training and/or assessment for an equal or higher paid position

58.4 General Option

An employee who has opted for transfer to another classification in lieu of retrenchment shall have 8 weeks in which to change their mind and accept retrenchment terms which were available at the time of transfer.

58.5 Undertakings By The Parties

- (a) The Company undertakes to give the maximum possible notice to the union of any permanent change affecting employment, and not less than one month to each person whose employment is to be affected. It is understood by the parties that:

- (1) the aim is to ensure that one month's notice does not become the standard period of notice;
 - (2) long term notice may create unnecessary concern unless there is a high degree of certainty that an individual will be affected by the change.
- (b) The union and employees on their part, in the light of undertakings by the Company, undertake to ensure that:
- (1) During the period of notice given by the Company, operations will continue as normal;
 - (2) With the aim of minimising retrenchments, they will accept employment of fixed-term labour and the working of overtime after consultation with management to avoid replacement of people voluntarily leaving during the notice period.

58.6 Re-employment

In the event that the retrenched employee responds within fourteen days to an offer of re-employment, it is understood that the Company will maintain continuous service and preserve benefits relating to accumulated long service leave at the date of retrenchment.

58.7 General

- (a) In terminating the employment of an employee on account of redundancy, the Company will comply with the requirements of Subdivision C of Division 4 of Part 12 of the Act.
- (b) The Company and the union will co-operate:
 - (1) to assist retrenched employees to obtain Government compensation as applicable;
 - (2) to try to find alternative employment for retrenched employees outside the Company; and
 - (3) to provide retraining for employees (in accordance with the outplacement services); from the commencement of this agreement and

- (4) provide comprehensive outplacement services to employees who are made redundant as a result of a decommissioning of the B7/B8 machines.

58.8 Exclusion

These retrenchment conditions do not apply where an employee retires due to ill-health or elects to retire early for personal reasons.

58.9 Transmission of Business

(a) Adequate Alternative Employment

- (1) The Company may make application under clause 7 of the Agreement, to the Australian Industrial Relations Commission to have the general severance pay prescription varied if the employer obtains alternative employment for an employee.
- (2) This provision does not apply to circumstances involving transmission of business as set out in clause 58.9(b).

(b) Transmission of Business

- (1) The provisions of clause 58 are not applicable where a business is transmitted from the Company (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee"), in any of the following circumstances:
 - (A) Where the employee accepts employment with the transmittee (new employer) which recognises (such recognition will be demonstrated by the Company to the CFMEU and its members) the period of continuous service which the employee had with the transmitter (previous employer) and any prior transmitter to be continuous service of the employee with the transmittee (new employer); or
 - (B) Where the employee rejects an offer of employment with the transmittee (new employer):
 - (i) 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 transmitter; and

- (ii) Which recognises the period of continuous services the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

- (2) The Commission may, under clause 7 of this Agreement, vary sub-clause 58.9(b)(1)(B) if it is satisfied that this provision would operate unfairly in a particular case.

59 Competency standards

- (a) The parties are committed to the implementation of National Competency Standards developed by ForestWork (formerly FAFPESC).
- (b) Competency Standards will incorporate the concept of payment for skills acquired and preparedness to use.

60 No extra claims commitment

- (a) Up to the nominal expiry date of this Agreement, the union/s and the employees will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees;
- (b) Up to the nominal expiry, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Workplace Relations Act 1996; and
- (c) Up to the nominal expiry date of this Agreement, the parties will not engage in protected action under the Workplace Relations Act 1996.

61 Continuous Improvement

The parties to this Agreement recognise that continuous improvement is fundamental to achieving the Objectives of this Agreement.

Opportunities to improve process efficiency, skills and their development, and the cost effectiveness of Botany Mill will occur during the operation of this Agreement. The parties commit to work together to ensure these opportunities are realised.

62 Mill improvement projects

Before any definite commitment to an improvement project affecting the work area of any employee or employees is made, those employees and their union will be consulted. The consultation will include discussion of benefits and effects of the project, costs, alternatives and opportunity for constructive input from employees and occupational health and safety issues.

Where it is determined by the Company that it is required, a consultative project committee will be formed to oversee progress, plan and assist in implementation and assess the success of the project.

63 Skills development / Maintenance skills

The parties recognise that investment in skills development requires that skills obtained be maintained through frequent periods of practical application of those skills. Practical measures will be put in place to ensure that this maintenance of skills will take place.

People will commit to working flexibly as required to allow skill development to take place and to allow the maintenance of skills of other people by being prepared to perform tasks in the areas adjacent to their usual areas of operator. If working in an adjacent role is not practical another work area consistent with the skills and competence of the individual will be allocated by agreement.

People who elect not to progress in the grade structure will be allocated tasks consistent with their skills and competence of their grade when necessary to allow other people to achieve and/or maintain skills.

The Company Training Committee has the responsibility to oversee that skill development takes place and that the maintenance of skills occurs. Implementation of skills maintenance plans will be the responsibility of Senior Operators assisted by Grade 8's as necessary. Any difficulties will be referred back to the Company Training Committee.

If an individual has a grievance arising from this process, normal grievance procedures shall be followed.

PART 8 – PERFORMANCE AND DISCIPLINE

64 Performance problems

Any performance problem identified must be brought to the attention of the Senior Operator, Team Leader, Site Co-ordinator or Area Superintendent as applicable in the first instance.

64.1 Performance Review Procedure

The aim of a performance review is to identify and correct a performance problem and endeavour to have that person contribute to a shift or team effort and play a constructive and productive role in the Company's operations.

This is not to be confused with the agreed disciplinary procedures.

(a) Performance problem identified

If a potential problem is identified, it is to be brought to the attention of the Senior Operator or Team Leader if applicable, or Site Co-Ordinator or Area Superintendent.

(b) If the Senior Operator, Team Leader, Site Co-ordinator or Area Superintendent agrees there is a problem he/she will consult with the person with the aim of turning the situation around.

Note: It may be a training, attitude or other problem such as;

- Personal problems;
- Substance dependence;
- Personality clashes; or
- Illness.

A training problem can be addressed or referred to the Mill Training Committee.

Other problems may be referred to the Site Co-Ordinator or Area Superintendent.

- (c) Performance problem continues

Matter referred to Site Co-Ordinator or Area Superintendent who shall convene a meeting of himself/herself, Senior Operator or Team Leader, Person and, if requested by the employee, Union Shop Steward with the aim of correcting the situation. This discussion may be recorded in writing.

- (d) Performance problem still continues

Matter referred to Site Co-ordinator or Team Leader who will refer matter to Area Superintendent who will convene a meeting of person, , if requested by the employee, CFMEU Sydney Sub/Branch Secretary or his/her nominee, and other people as agreed to discuss the whole issue.

Notwithstanding the requirement for additional training, an ongoing performance problem will not be allowed to affect safety and will not be allowed to affect the efficiency of the Botany Mill operation where a reasonable alternative is available.

Continued unsatisfactory performance of duties shall be cause for an assessment of all options available to resolve the problem provided all reasonable efforts, including additional training, have been made to correct the performance deficiencies to the satisfaction of the Mill Training Committee.

An option available may include regrading to a lower grade and the applicable pay rate for that grade.

65 Disciplinary procedures

The Company has the right to dismiss employees without notice for misconduct but as dismissal is too severe a penalty in many circumstances a Company Policy providing for the use of suspension or a formal warning procedure has been agreed. The Company reserves the right to dismiss without notice for serious misconduct. Examples of serious misconduct are:

- (a) Wilful or deliberate behaviour by an employee that is inconsistent with continuation of the contract of employment;

- (b) Conduct which causes an imminent and serious risk to the health or safety of any person or the reputation, viability or profitability of the Company's business; and
- (c) An employee engaging in any of the following in the course of employment:
 - Theft;
 - Fraud;
 - Assault;
 - Intoxication at work; or
 - Refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Dismissal is a severe penalty and will not be used lightly. To ensure that due process is observed, the authority to impose dismissal is limited to the appropriate Manager or the General Manager. The Staff Supervisor's action in the event of serious misconduct will be to follow the agreed Suspension Procedure or Warning Procedure. Employees have the right to appeal any penalty imposed to the Botany General Manager and to the Divisional General Manager - Paper.

In the event of serious misconduct the following guideline will be followed:

- Grade 8's or Team Leader will notify a Staff Supervisor that an incident has occurred.
- The Staff Supervisor will then investigate and if required follow the agreed suspension and/or warning procedure.

66 Suspension procedure

- (a) Where a staff Supervisor considers that a breach of discipline is sufficiently serious he/she may suspend an employee without pay.
- (b) If requested by the employee, the suspension will be imposed in the presence of the shop steward.
- (c) The suspended employee will leave the plant immediately and the time of departure will be recorded on the computer time sheet.

- (d) The period of initial suspension shall be only to cover the interval needed for the arranging of a formal hearing by the appropriate Manager or Botany General Manager. Normally this is held on the next day though in some cases, e.g. on weekends, it may have to be the next working day for day workers.
- (e) Arrangements for the formal hearing will normally be made through the appropriate Manager and the employee shall have the right to have an official of the Union present to represent or assist at the hearing.
- (f) If the hearing finds that there was no breach of discipline or that the breach was too minor to warrant suspension the employee shall be paid at the appropriate rate for the working time lost as a result of the suspension.
- (g) If a breach is found to have occurred, it is open to the appropriate Manager, in lieu of other disciplinary action, to suspend the employee without pay for a specified period.
- (h) Any decision by the appropriate Manager may be over-ruled or varied by the Botany General Manager.
- (i) The employee may appeal to the Divisional General Manager - Paper against the suspension imposed in the same way as it may against any other disciplinary action.

67 Warning procedure

A Warning Procedure has been agreed for breaches of discipline, such as but not limited to excessive absence, lateness, not notifying absence or leaving job without relief, which are not serious enough to warrant dismissal or suspension. The option to use a warning as well as suspension is also available.

The Staff Supervisor will collect relevant facts to substantiate the warning and, if requested by the employee, will discuss the matter and the intention to issue a warning with the Union Shop Steward.

67.1 First Warning (Written)

The employee concerned and his/her immediate Staff Supervisor and, if requested by the employee, Union Shop Steward will discuss the breach, and if

substantiated, record a first warning on his/her personnel file. The employee needs to be made aware that this warning will be recorded on his/her personnel file. Signed copies of the warning are to be given to the employee, and the original to the Staff Supervisor.

67.2 Second Warning (Written)

The Production Manager in the presence of the employee concerned, along with his/her immediate Staff Supervisor and, if requested by the employee, CFMEU Sub-Branch Secretary, or his/her nominee, will discuss the breach, and if substantiated, record a second warning on his/her personnel file. The employee needs to be made aware that this warning will be recorded on his/her personnel file and advised of the possible consequences of a further breach. Employees should be counselled on their behaviour and needs/ways to improve. Deadlines with objectives must be set, with a review period established. Additional training may be available and can be requested by the Company and/or the employee to avoid further transgression.

Signed copies of the warning are to be issued to the employee.

67.3 Third Warning (Written)

The Production Manger in the presence of the employee concerned, along with his/her immediate Staff Supervisor and, if requested by the employee, CFMEU Sub-Branch Secretary, or his/her nominee, will discuss the breach, and if substantiated, will issue a third and final warning to the employee. The employee needs to be made aware that this warning will be recorded on his/her personnel file and that any further transgressions will lead to dismissal. Counselling needs to concentrate on the unacceptable behaviour and discuss ways in which to improve. Deadlines need to be established with objectives and a review period set in which the individual must improve their performance. Additional training will be available and can be requested by the Company and/or the employee to avoid further transgression.

Signed copies of the warning are to be issued to the employee, if requested by the employee, the CFMEU Sub-Branch Secretary.

In the case of any warning issued the employee has the right to appeal as in the Suspension procedures.

Note: Warnings are cumulative i.e. three separate and different offences can lead to a third and final warning, however warnings of absenteeism/timekeeping will be kept separate to all other warnings.

67.4 Termination

The Botany General Manager and the employee concerned and, if requested by the employee, the CFMEU Sub-Branch Secretary will discuss any further breaches that occur, and if substantiated, the employee's employment may be terminated at the discretion of the Company. The Union and employees' rights will be reserved.

67.5 Duration Warnings

Warnings for breaches of discipline including excessive absence, lateness, not notifying absence or leaving job without relief, will be retained on file for one year. After one year the warning becomes inactive and will be removed from the personnel file.

Attachment 1 - Annualised Wages, Definitions and Examples of Application

1 Introduction

Clause 3.1 incorporates the concept of annualising wages for an employee over the full year and may be adapted to suit any particular roster or shift pattern.

Annualising has the effect of including in the average weekly wage the payment for public holidays, shift weekend penalties and leave loading and delivering such wages in equal fortnightly payments.

Provided that where agreed, annualised wages may also include overtime and sick leave payments which are paid in constant equal fortnightly payments.

2 Definitions

(a) Agreement Hourly Rate

equals the relevant Australian Pay and Classification Scale (APCS) rate plus 25 percent over the APCS rate for each classification.

(b) All Purpose Hourly Rate

equals the relevant APCS plus 25 percent the APCS for each classification plus any other all purpose allowances.

(c) Base Paid Hours

The Base Paid hours per Annum is

- (1)** Five shift continuous operation:
- (A)** 2502.9 for 8 hour roster. (see Schedule A)
- (2)** Day Work:

(A) 1854.3 for Botany and (see Schedule B)

(d) Base Worked Hours

The Base Worked Hours per Annum is calculated thus:

(a) Five shift continuous operation (irrespective of the roster):

(1) Average number of days in a four year period	365.25
less not worked (Ref Agreement, Clause 48.3)	<u>2.00</u>
	= 363.25

Worked weeks

363.25 divided by 7	51.892 less
annual leave period	<u>5.000</u>
	46.892

(2) Worked Hours

46.89 weeks @ 37 hours per week	Worked hours
plus annual leave	1735.0
	<u>175.0</u>
	1910.0

(b) Day Work:

(1) Worked weeks

365.25 divided by 7	52.18 less
annual leave period	<u>4.00</u>
less 11 Public holidays	2.514
	=45.667

(2) Worked hours	
47.667 weeks multiplied by 35 hours per week	1598.3
plus annual leave	140.0
plus public holidays	88.0
	= 1826.3

(e) Non-Continuous Roster:

The Base Worked Hours for any such roster will be the subject of consultation between Union and Management.

(f) Average Annual Wage

equals the total earnings for a year for a classification and is inclusive of ordinary time earnings, continuous operating penalties, public holiday penalties, annual leave loadings, flexibility, shift allowance and other allowances as applicable based on the standard calculation of worked and paid hours. The Average Annual Wage includes a fully annualised wage where applicable (Botany Powerhouse).

(g) Average Weekly Wage

equals the Average Annual Wage divided by 52.18 weeks and in the case of day workers it will be constant except for unpaid absences and overtime.

(h) Average Hourly Rate

equals the notional hourly rate as derived by dividing the Average Annual Wage by the Base Worked Hours per annum.

(i) Paid Hourly Rate

equals the Average Hourly Rate less the amount of any penalties. In the case of day workers the Paid Hourly Rate and the Average Hourly Rate are-the same.

(j) Addendum Schedules

- (A)** 5 Shift Employee Annual Wage Base
- (B)** Day Work Employee Wage Base
- (C)** Wage Calculations
- (D)** Sick Leave
- (E)** Overtime
- (F)** Annual Leave
- (G)** Long Service Leave
- (H)** Workers' Compensation
- (I)** Jury Service
- (J)** Redundancy
- (K)** Wage Rates

Addendum Schedule A - 5 Shift Employee - Annual Wage Base

(a) Hours	8 hour Roster
(1) <u>Ordinary</u>	46.89 x 37 1735.0
(2) <u>Annual Leave</u>	175.0
(3) <u>Annual Leave Loading 175 x .325</u>	56.9
(4) <u>Continuous Operating Penalty 52.18 weeks x 1</u>	52.00
(5) <u>Weekend Premiums (Agreement, Clause 26.3)</u>	
(i) Saturdays @ time and a half	12.0
(ii) Sundays @ double time	<u>24.0</u> 36.0
(iii) for 52 weekends divided between 5 Shifts	
	(36 x 52.0) ÷ 5 374.4
(6) <u>Public Holidays</u>	
(i) Total 11 per year @ 8 hours each	88.0
(ii) Worked 9.67 per year	

Penalties 12 hours each between 5 Shifts

(9 x 12) ÷ 5

21.6

Total Hours

2502.9

(k) Payments

July 2010

July 2009

July 2008

1. Flexibility (all rosters): 5 weeks

Weekly Rate

\$305.97

\$320.04

\$329.65

Annual amount

\$1529.85

\$1600.22

\$1648.23

2. First Aid (If applicable)

Applies to all paid hours,
based on 35 hour week

included in All Purpose Hourly

Rate

Weekly Rate

\$15.23

\$15.93

\$16.40

Hourly Rate

\$ 0.4350

\$ 0.4550

\$0.4687

3.	Shift Allowance			
	Applies to all paid hours, based on 35 hour week included in All Purpose Hourly Rate			
	Weekly Rate	\$59.50	\$62.20	\$64.10
	Hourly Rate	\$ 1.7000	\$ 1.7771	\$ 1.8314
4.	Meal Allowance (if applicable) Per meal	\$13.23	\$13.84	\$14.25
5.	Call Back (if applicable) Per Call back	\$91.77	\$95.99	\$98.87
6.	Training Allowance			
	Weekly Rate	\$13.13	\$13.73	\$14.14
	Hourly Rate	\$ 0.3751	\$ 0.3923	\$0.4040

Addendum Schedule B - Day Work Employee - Annual Wage Base

(b)	Hours		
(1)	<u>Ordinary</u>	less annual leave (140 hours @ 35 hr/week) less public holidays (11 PH x 8 hr per day /. 35 hr per week) 11 x 8 /. 35	52.18 weeks 4.00 weeks <u>2.514</u> weeks 45.667
(2)	<u>Annual Leave</u> (Agreement Clause 39.1(b))	@ 35 hours per week	1598.3 140.0
(3)	<u>Annual Leave Loading</u> (140 x.20) (Agreement 39.4)		28.0
(4)	<u>Public Holidays</u> Not worked 11 days @ 8 hours per day		88.0
Total Hours			1854.3

(I) Payments

	July 2008	July 2009	July 2010
1. Flexibility (all rosters): 4 weeks			
Weekly Rate	\$305.97	\$320.04	\$326.96
Annual amount	\$1223.88	\$1280.18	\$1318.58
2. First Aid (if applicable)			
Applies to all paid hours, based on 35 hour week included in All Purpose Hourly Rate			
Weekly Rate	\$15.23	\$15.93	\$16.40
Hourly Rate	\$ 0.4350	\$ 0.4550	\$0.4687
4. Shift Allowance			
Applies to all paid hours, based on 35 hour week included in All Purpose Hourly Rate 2 Shift			
Weekly Rate	\$40.90	\$42.80	\$44.10
Hourly Rate	\$ 1.1686	\$ 1.2229	\$1.2600

3 Shift				
Weekly Rate	\$48.30	\$50.60	\$52.10	
Hourly Rate	\$ 1.3800	\$ 1.4457	\$1.4886	
4. Meal Allowance (if applicable)	\$13.23	\$13.84	\$14.25	
Per meal				
5. Call Back (if applicable)				
Per Call back				
1 hours pay at the employee's All Purpose Hourly Rate Plus overtime at the prescribed rate for overtime hours worked plus a call allowance of	\$112.04	\$117.19	\$120.70	

Addendum Schedule C - Wage Calculations - Botany Grade 4 - Five Shift Operator

	July 2008	July 2009	July 2010
1	Agreement Hourly Rate (\$925.40 / 35)	\$27.6572	\$30.3171
	plus Shift Allowance	<u>\$ 1.7771</u>	\$ 1.8314
	All Purpose Hourly Rate	\$29.4343	\$30.3171
2.	<u>Average Annual Wage</u>		
	(\$26.4400 x 2502.9)	\$73671.11	\$75880.67
	plus Flexibility	<u>1,600.22</u>	<u>1648.23</u>
		\$75271.33	\$77528.90
3.	<u>Average Weekly Wage</u>		
	Average Annual Wage divided by 52.18	\$1,442.53	\$1485.80
4.	Average Hourly Rate	\$39.4091	\$40.5910
	Average Annual Wage divided by Base Worked Hours (1910.0)		

Addendum Schedule F - Annual Leave

Employees are entitled to annual leave as detailed in Clause 39 of the Agreement .

Employees shall receive the same Average Weekly Wage whilst on annual leave as during their normal work cycle.

Addendum Schedule G - Long Service Leave

2 Introduction

Under Clause 42 of the Agreement employees are entitled to 15 weeks of Long Service Leave (**LSL**) after a period of service of 15 years. The pro-rata portion may be taken after ten years if the employee requests it and the employer agrees.

A continuous shift employee working a rostered weekend or public holiday shift is paid penalties for that work, so it follows that if the employee is absent for such a shift the penalty is not paid. Averaged weekend and public holiday penalties are included in the Base Paid Hours component of the Average Weekly Wage (**AWW**) calculation.

3 Options

A continuous shift employee has the option of taking the LSL without the penalties at a reduced rate of pay or at the normal rate of pay (his/her AWW) but using more of his/her LSL entitlement. These are commonly known as the 'Low' and 'High' Rates respectively.

4 Method

4.1 Low Rate

For each shift taken as LSL the Average weekly pay is deduced by the average penalty (ie; Public Holiday and Weekend Penalties) per shift that has been built into the annualised wage.

This is the Total Worked penalty hours (ie Public Holiday and Weekend penalties) as included in the annualised wage averaged over the number of shifts worked in a year, (rounded to one tenth of an hour)

The total built in penalties for 8 hour, 12 hour (Power House) and 10 hour(Tester)

Rosters is 374.4 Weekend + 21.6 Public Holiday = A Total of 396 hours

8 hour shift 10 hour shift

Shifts worked per year 218.15 165.12

Penalty Hours per shift 2.4

Reduction to Average

Wage per LSL Shift 12.4

Payment out of LSL

Entitlements 10.0

4.2 High Rate

Average wage is reduced per shift as per the Low Rate, but the employee may choose to replace the full deduction with entitlement hours

	8 hour shift	10 hour shift
Shifts worked per year	217.75	165.12
Penalty Hours per shift	1.8	2.4
Reduction to Average		
Wage per LSL Shift	9.8	12.4
Payment out of LSL		
Entitlements	9.8	12.4

Addendum Schedule H - Workers' Compensation

Employees are entitled to receive workers' compensation as described in Clause 51 of the Agreement. Make-up pay may be made up to 52 weeks.

Employees on a fully annualised wage shall be paid at the annualised wage rate.

Payment for workers' compensation shall be calculated as per the LOW LSL rate

The Company will Pay an employee on workers' compensation their full Annualised rate if they are actively involved in an approved rehabilitation program.

Addendum Schedule I - Jury Service

Employees are entitled to maintained earnings whilst on Jury Service as described in Clause 47 of the Agreement.

The Company will reimburse the difference between the Court payments received by the employee and their average weekly wage.

Typical Example

- As at 1 July 2008 in the State of NSW- jurors are paid attendance of approximately \$88.40 per day (for the 2nd to 5th day of jury duty and for more than 4 hours attendance on the 1st day).
- For a Botany Grade 4 Five Shift Operator the Average Weekly Wage of \$1379.10 is maintained.
- The employee produces evidence of jury service payment of \$442.00 as documentation supporting a five day absence so this amount is applied as a deduction to his/her normal pay.
- A similar arrangement applies for day worker employee.

Addendum Schedule J - Redundancy

Employees are entitled to severance payments as described in clause 58 of the Agreement.

Severance payments of 4 weeks per year of service apply, pro-rated for the number of days in a part year.

The rate used is the Average Weekly Wage (or the annualised wage rate, where appropriate).

For Continuous Shift Employee (Botany Grade 4 Five Shift Operator)

- Employee who commenced on 25 May 1992 accepts redundancy on 28 July 2008
- Period 25/05/92 to 24/05/06 is 14 years
- Period 25/05/06 to 28/07/06 is 65 days inclusive

Payment is $(14 + 65/365) \times 4 \text{ weeks} \times \text{AWW}$

$14.1781 \times 4 \times \$1379.10 = \$78212.07$

For Day workers & Non Continuous Shift Workers

The same calculation method is used and the result is then factored up by

$46 \div 35$ as stated in clause 58.2(a)(4)

BOTANY PAPER MILL WAGE SHEETS

BASIS OF CALCULATION			
Paid Hours 5 Shift	2502.9		
Worked Hours 5 Shift	1735		
Paid Hours Day/2 Shift	1854.3		
Worked Hours Day/2 Shift	1598.3		
	01-Jul-08	01-Jul-09	01-Jul-10
INCREASE	5.00%	4.60%	3.00%
Five Shift Allowance	59.50	62.20	64.10
Three Shift Allowance	48.30	50.60	52.10
Two Shift Allowance	40.90	42.80	44.10
First Aid Allowance	15.23	15.93	16.40
Meal Allowance	13.23	13.84	14.25
Call In Allowance (Day)	112.04	117.19	120.70
Call In Allowance (Shift)	91.77	95.99	98.87
Training Allowance	13.13	13.73	14.14
Leading Hand B	67.94	71.06	73.19
NSW Fitters Rate (P9)	743.82	778.04	801.38
Flexibility per Week	305.97	320.04	329.65

Company Wage Sheets

Addendum Schedule K - Wage rates

Botany Mill Appendix

Botany Paper Mill Wage Rates + 5.0% 01/07/2008

GRADED RATES CLASSIFICATION	PAY CODE	AWARD WAGE	25% OVER AWARD	SHIFT ALLOW.	OTHER A.P	TOTAL WEEKLY WAGE	HOURLY RATE	FLEX PAY	AVERAGE		AVERAGE	
									ANNUAL WAGE	WEEKLY WAGE	ANNUAL WAGE	FORTNIGHTLY WAGE
FIVE SHIFT												
GRADE 1	B01	682.90	170.70	59.50	0	913.10	26.0886	1529.85		66827.01	1280.70	2561.40
GRADE 2	B02	704.00	176.00	59.50	0	939.50	26.8429	1529.85		68714.94	1316.88	2633.76
GRADE 3	B03	720.90	180.20	59.50	0	960.60	27.4457	1529.85		70223.69	1345.80	2691.60
GRADE 4	B04	740.30	185.10	59.50	0	984.90	28.1400	1529.85		71961.46	1379.10	2758.20
WPP GRADE 4	C04	750.30	187.60	59.50	0	997.40	28.4971	1529.85		72855.24	1396.23	2792.46
GRADE 5	B05	788.40	197.10	59.50	0	1045.00	29.8571	1529.85		76259.19	1461.46	2922.92
GRADE 6	B07	905.20	226.30	59.50	0	1191.00	34.0286	1529.85		86700.03	1661.56	3323.12
WPP & SERVICE GRADE 7	D07	924.70	231.20	59.50	0	1215.40	34.7257	1529.85		88444.80	1694.99	3389.98
TWO SHIFT												
GRADE 1	B01	682.90	170.70	40.90	0	894.50	25.5571	1223.88		48614.41	931.67	1863.34
GRADE 2	B02	704.00	176.00	40.90	0	920.90	26.3114	1223.88		50013.11	958.47	1916.94
GRADE 3	B03	720.90	180.20	40.90	0	942.00	26.9143	1223.88		51131.07	979.90	1959.80
GRADE 4	B04	740.30	185.10	40.90	0	966.30	27.6086	1223.88		52418.51	1004.57	2009.14
GRADE 5	B05	788.40	197.10	40.90	0	1026.40	29.3257	1223.88		55602.53	1065.59	2131.18
DAY WORK												
GRADE 1	B01	682.90	170.70	0.00	0	853.60	24.3886	1223.88		46447.66	890.14	1780.28
GRADE 2	B02	704.00	176.00	0.00	0	880.00	25.1429	1223.88		47846.36	916.95	1833.90
GRADE 3	B03	720.90	180.20	0.00	0	901.10	25.7457	1223.88		48964.13	938.37	1876.74
GRADE 4	B04	740.30	185.10	0.00	0	925.40	26.4400	1223.88		50251.57	963.04	1926.08
GRADE 5	B05	788.40	197.10	0.00	0	985.50	28.1571	1223.88		53435.59	1024.06	2048.12
NOTE FOR FIRSTAID ALLOWANCE	5 SHIFT				15.23		0.4350			1088.76	20.87	41.74

ADD THESE AMOUNTS	2 SHIFT + DAY WORK	15.23	0.4350	806.62	15.46	30.92
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Botany Mill Appendix Botany Paper Mill Special Wage Rates + 5.0% 01/07/2008

SPECIAL RATES CLASSIFICATION	PAY CODE	AWARD WAGE	25% OVER AWARD	SHIFT ALLOW.	OTHER A.P	TOTAL WEEKLY WAGE	HOURLY RATE	FLEX PAY	AVERAGE		AVERAGE	
									ANNUAL WAGE	WEEKLY WAGE	ANNUAL WAGE	FORTNIGHTLY WAGE
DEO/WEO 7	T73	791.90	198.00	59.50	0.00	1049.40	29.9829	1529.85	76574.05	1468.34	2936.68	
B7 WEO PH	D06	824.60	206.20	59.50	0.00	1090.30	31.1514	1529.85	79498.69	1524.42	3048.84	
WPP GRADE 7	C07	871.20	217.80	59.50	0.00	1148.50	32.8143	1529.85	83660.76	1604.23	3208.46	
TRAINING COORDINATOR	U64	1236.30	309.10	0.00	0.00	1545.40	44.1543	1223.88	83099.20	1593.46	3186.92	
DAY TRAINER	U65	1257.30	314.30	0.00	0.00	1571.60	44.9029	1223.88	84487.33	1620.08	3240.16	
C40/B 2 SHIFT	U71	740.10	185.00	40.90	67.94	1033.94	29.5410	1223.88	56001.76	1073.86	2147.72	
STOREMAN (Annualised)	U61	1058.50	264.60	0.00	0.00	1323.10	37.8029	1223.88	71321.80	1367.63	2735.26	
GRADE 8 (Non Annualised)	B08	999.70	249.90	59.50	0.00	1309.10	37.4029	1529.85	95145.57	1824.46	3648.92	
GRADE 8 (Annualised)	A08	1155.90	289.00	59.50	0.00	1504.40	42.9829	1529.85	109111.75	2092.27	4184.54	
TESTERS	B05	788.40	197.10	48.30	0.00	1033.80	29.5371	1529.85	70079.55	1343.81	2687.62	

GRADED RATES CLASSIFICATION	PAY CODE	AWARD		25% OVER AWARD	SHIFT ALLOW.	OTHER A.P	TOTAL		HOURLY RATE	FLEX PAY	AVERAGE		AVERAGE FORTNIGHTLY WAGE
		WAGE					WEEKLY WAGE	WAGE			ANNUAL WAGE	WEEKLY WAGE	
FIVE SHIFT													
GRADE 1	B01	714.30		178.60	62.20	0	955.10	27.2886	1600.22		69900.86	1339.61	2679.22
GRADE 2	B02	736.40		184.10	62.20	0	982.70	28.0771	1600.22		71874.40	1377.43	2754.86
GRADE 3	B03	754.10		188.50	62.20	0	1004.80	28.7086	1600.22		73454.98	1407.72	2815.44
GRADE 4	B04	774.40		193.60	62.20	0	1030.20	29.4343	1600.22		75271.33	1442.53	2885.06
WPP GRADE 4	C04	784.80		196.20	62.20	0	1043.20	29.8057	1600.22		76200.91	1460.35	2920.70
GRADE 5	B05	824.70		206.20	62.20	0	1093.10	31.2314	1600.22		79769.29	1528.73	3057.46
GRADE 6	B07	946.80		236.70	62.20	0	1245.70	35.5914	1600.22		90681.94	1737.87	3475.74
WPP & SERVICE GRADE 7	D07	967.20		241.80	62.20	0	1271.20	36.3200	1600.22		92505.55	1772.82	3545.64
TWO SHIFT													
GRADE 1	B01	714.30		178.60	42.80	0	935.70	26.7343	1280.18		50853.59	974.58	1949.16
GRADE 2	B02	736.40		184.10	42.80	0	963.30	27.5229	1280.18		52315.89	1002.60	2005.20
GRADE 3	B03	754.10		188.50	42.80	0	985.40	28.1543	1280.18		53486.70	1025.04	2050.08
GRADE 4	B04	774.40		193.60	42.80	0	1010.80	28.8800	1280.18		54832.36	1050.83	2101.66
GRADE 5	B05	824.70		206.20	42.80	0	1073.70	30.6771	1280.18		58164.73	1114.69	2229.38
DAY WORK													
GRADE 1	B01	714.30		178.60	0.00	0	892.90	25.5114	1280.18		48585.97	931.12	1862.24
GRADE 2	B02	736.40		184.10	0.00	0	920.50	26.3000	1280.18		50048.27	959.15	1918.30
GRADE 3	B03	754.10		188.50	0.00	0	942.60	26.9314	1280.18		51219.07	981.58	1963.16
GRADE 4	B04	774.40		193.60	0.00	0	968.00	27.6571	1280.18		52564.74	1007.37	2014.74
GRADE 5	B05	824.70		206.20	0.00	0	1030.90	29.4543	1280.18		55897.29	1071.24	2142.48
NOTE FOR FIRST AID ALLOWANCE													
5 SHIFT													
2 SHIFT + DAY WORK													
ADD THESE AMOUNTS													
15.93													
15.93													
843.71													
21.82													
16.17													
32.34													

Botany Mill Appendix

Botany Paper Mill Special Wage Rates + 4.6% 01/07/2009

SPECIAL RATES CLASSIFICATION	PAY CODE	AWARD WAGE	25% OVER AWARD	SHIFT ALLOW.	OTHER A.P ALLOW.	TOTAL WEEKLY WAGE	HOURLY RATE	FLEX PAY	AVERAGE		AVERAGE	
									ANNUAL WAGE	WEEKLY WAGE	ANNUAL WAGE	FORTNIGHTLY WAGE
DEO/WEO 7	T73	828.30	207.10	62.20	0.00	1097.60	31.3600	1600.22	80091.17	1534.90	3069.80	
B7 WEO PH	D06	862.50	215.60	62.20	0.00	1140.30	32.5800	1600.22	83144.71	1593.42	3186.84	
WPP GRADE 7	C07	911.30	227.80	62.20	0.00	1201.30	34.3229	1600.22	87507.01	1677.02	3354.04	
TRAINING COORDINATOR	U64	1293.20	323.30	0.00	0.00	1616.50	46.1857	1280.18	86922.32	1665.82	3331.63	
DAY TRAINER	U65	1315.10	328.80	0.00	0.00	1643.90	46.9686	1280.18	88374.05	1693.64	3387.28	
C40/B 2 SHIFT	U71	774.10	193.50	42.80	71.06	1081.46	30.8989	1280.18	58576.01	1122.58	2245.15	
STOREMAN (Annualised)	U61	1107.20	276.80	0.00	0.00	1384.00	39.5429	1280.18	74604.58	1429.75	2859.51	
GRADE 8 (Non Annualised)	B08	1045.70	261.40	62.20	0.00	1369.30	39.1229	1600.22	99520.93	1907.26	3814.52	
GRADE 8 (Annualised)	A08	1209.10	302.30	62.20	0.00	1573.60	44.9600	1600.22	114130.61	2187.25	4374.50	
TESTERS	B05	824.70	206.20	50.60	0.00	1081.50	30.9000	1600.22	73312.94	1405.00	2810.00	

Botany Mill Appendix

Botany Paper Mill Wage Rates + 3.0% 01/07/2010

GRADED RATES CLASSIFICATION	PAY CODE	AWARD		25% OVER AWARD	SHIFT ALLOW.	OTHER A.P	TOTAL		HOURLY RATE	FLEX PAY		AVERAGE		AVERAGE FORTNIGHTLY WAGE
		WAGE					WEEKLY WAGE	WAGE		ANNUAL WAGE	WEEKLY WAGE	WAGE		
FIVE SHIFT														
GRADE 1	B01	735.70	183.90	64.10	0	983.70	28.1057	1648.23	71993.99	1379.72			2759.44	
GRADE 2	B02	758.50	189.60	64.10	0	1012.20	28.9200	1648.23	74032.10	1418.78			2837.56	
GRADE 3	B03	776.70	194.20	64.10	0	1035.00	29.5714	1648.23	75662.49	1450.03			2900.06	
GRADE 4	B04	797.60	199.40	64.10	0	1061.10	30.3171	1648.23	77528.90	1485.80			2971.60	
WPP GRADE 4	C04	808.30	202.10	64.10	0	1074.50	30.7000	1648.23	78487.26	1504.16			3008.32	
GRADE 5	B05	849.40	212.40	64.10	0	1125.90	32.1686	1648.23	82163.02	1574.61			3149.22	
GRADE 6	B07	975.20	243.80	64.10	0	1283.10	36.6600	1648.23	93404.54	1790.04			3580.08	
WPP & SERVICE GRADE 7	D07	996.20	249.10	64.10	0	1309.40	37.4114	1648.23	95285.22	1826.09			3652.18	
TWO SHIFT														
GRADE 1	B01	735.70	183.90	44.10	0	963.70	27.5343	1318.58	52375.44	1003.75			2007.50	
GRADE 2	B02	758.50	189.60	44.10	0	992.20	28.3486	1318.58	53885.39	1032.68			2065.36	
GRADE 3	B03	776.70	194.20	44.10	0	1015.00	29.0000	1318.58	55093.28	1055.83			2111.66	
GRADE 4	B04	797.60	199.40	44.10	0	1041.10	29.7457	1318.58	56476.04	1082.33			2164.66	
GRADE 5	B05	849.40	212.40	44.10	0	1105.90	31.5971	1318.58	59909.09	1148.12			2296.24	
DAY WORK														
GRADE 1	B01	735.70	183.90	0.00	0	919.60	26.2743	1318.58	50039.02	958.97			1917.94	
GRADE 2	B02	758.50	189.60	0.00	0	948.10	27.0886	1318.58	51548.97	987.91			1975.82	
GRADE 3	B03	776.70	194.20	0.00	0	970.90	27.7400	1318.58	52756.87	1011.06			2022.12	
GRADE 4	B04	797.60	199.40	0.00	0	997.00	28.4857	1318.58	54139.62	1037.55			2075.10	
GRADE 5	B05	849.40	212.40	0.00	0	1061.80	30.3371	1318.58	57572.67	1103.35			2206.70	
NOTE FOR FIRTAID ALLOWANCE														
5 SHIFT														
2 SHIFT + DAY WORK														
ADD THESE AMOUNTS														
16.40														
16.40														
1173.11														
22.48														
16.66														
869.11														
33.32														

Botany Mill Appendix

Botany Paper Mill Special Wage Rates + 3.0% 01/07/2010

SPECIAL RATES CLASSIFICATION	PAY CODE	AWARD		25% OVER		SHIFT		OTHER		TOTAL WEEKLY WAGE	HOURLY RATE	FLEX		AVERAGE		AVERAGE	
		WAGE		AWARD		ALLOW.	A.P	ALLOW.	A.P			ANNUAL WAGE	WEEKLY WAGE	WAGE	PAY	WEEKLY WAGE	FORTNIGHTLY WAGE
DEO/WEO 7	T73	853.10		213.30		64.10		0.00		1130.50	32.3000	1648.23		82491.90	1580.91		3161.82
B7 WEO PH	D06	888.40		222.10		64.10		0.00		1174.60	33.5600	1648.23		85645.55	1641.35		3282.70
WPP GRADE 7	C07	938.60		234.70		64.10		0.00		1237.40	35.3543	1648.23		90136.51	1727.41		3454.82
TRAINING COORDINATOR	U64	1332.00		333.00		0.00		0.00		1665.00	47.5714	1318.58		89530.23	1715.80		3431.60
DAY TRAINER	U65	1354.60		338.70		0.00		0.00		1693.30	48.3800	1318.58		91029.62	1744.53		3489.06
C40/B 2 SHIFT	U71	797.30		199.30		44.10		73.19		1113.89	31.8255	1318.58		60332.61	1156.24		2312.48
STOREMAN (Annualised)	U61	1140.40		285.10		0.00		0.00		1425.50	40.7286	1318.58		76841.63	1472.63		2945.26
GRADE 8 (Non Annualised)	B08	1077.10		269.30		64.10		0.00		1410.50	40.3000	1648.23		102515.10	1964.64		3929.28
GRADE 8 (Annualised)	A08	1245.40		311.40		64.10		0.00		1620.90	46.3114	1648.23		117561.03	2252.99		4505.98
TESTERS	B05	849.40		212.40		52.10		0.00		1113.90	31.8257	1648.23		75509.31	1447.09		2894.18