

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/124

TITLE: **Sawmillers Exports Pty Limited Enterprise Agreement 2005**

I.R.C. NO: IRC6/1222

DATE APPROVED/COMMENCEMENT: 16 March 2006 / 16 March 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/81.

GAZETTAL REFERENCE: 31 March 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees (except the Manager) employed by Sawmillers Exports Pty Limited, at the company's operations in the City of Newcastle, New South Wales who fall within the coverage of the Transport Industry (State) Award.

PARTIES: Sawmillers Exports Pty Limited -&- the Transport Workers' Union of New South Wales

**SAWMILLERS EXPORTS PTY LIMITED
ENTERPRISE AGREEMENT**

2005

1. TITLE

This agreement shall be known as the Sawmillers Exports Pty Limited, City of Newcastle, Enterprise Agreement 2005.

2. PARTIES

This Enterprise Agreement is made between Sawmillers Exports Pty Limited (the Company), its employees and the Transport Workers Union of Australia, New South Wales Branch, (the Union), representing employees of the Company in accordance with the provisions of the New South Wales Industrial Relations Act 1996.

This Agreement is subject to registration by the New South Wales Industrial Registrar.

3. ARRANGEMENT

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4. APPLICATION

(a) This Agreement is binding on the Sawmillers Exports Pty Limited (the Company), its employees, the Transport Workers Union of Australia (NSW Branch) (the Union), its officers and members in respect to employment conditions and rates of pay of employees at the Company's operations in the City of Newcastle, New South Wales.

(b) The terms and conditions contained in this Agreement stand fully in place of those contained in the Transport Industry (State) Award for the period of the operation of this Agreement pursuant to the Act.

(c) It is expressly agreed by the parties that this Agreement will not be used as a precedent in any subsequent negotiations or arbitration proceedings, whether in this or any other industry.

(d) The parties will begin initial meeting for the next agreement 3 months prior to this agreement concluding.

(e) Employees terms and conditions of employment will not be reduced as a result of the enactment of the Federal Government's Work Choices Industrial Relations reforms. In the event that any Parent Award provisions are deleted in any future award simplification process, the parties will, subject to the requirements of the Workplace Relations Act, consent to this agreement being varied for the purposes of incorporating that Award provision.

5. PERIOD OF OPERATION

This Agreement will commence from the date of registration by the New South Wales Industrial Registrar and will operate from the first pay period commencing on or after that date. The employees will be entitled to back pay from when the previous agreement expired. The Agreement will continue in force for a period of three years subject to the provisions of the Industrial Relations Act.

6. PREVIOUS AGREEMENTS SUPERSEDED

This Agreement supersedes, and operates to the exclusion of any former Industrial Agreement or Award that may otherwise be applicable.

7. NO DURESS

This Agreement has not been entered into under duress by any of the parties.

8. SKILL LEVEL CLASSIFICATIONS

(a) TRAINEE OPERATOR

This will be the normal entry level for an employee.

An employee classified at this level will be one who does not have the necessary qualifications and/or skills and experience to be classified as an Operator.

An employee at this level will not be eligible to advance to the level of Operator until the Company's induction programme has been completed to the satisfaction of the Company.

An employee at this level performs routine duties essentially of a manual nature to the level of the employee's skill and training. Examples of tasks at this level include, but are not limited to:

- * Performing general labouring and cleaning duties;
- * exercising minimal judgement;
- * working under direct supervision;
- * undertaking structured training for duties as an Operator; and
- * ensuring Company quality assurance standards in regard to tasks performed are met.

(b) OPERATOR

An employee classified at this level will be multi- skilled in all plant operating tasks in SEPL and other tasks incidental to and/or associated with such operating tasks and will include property maintenance, wharf cleaning after shiploading as well as cleaning of SEPL's equipment on site after shiploading.

In order to become eligible for classification at this level I, the employee will possess the qualifications including having successfully completed the Company's induction courses operated and/or approved by the Company together with such period of experience considered necessary by the Company.

Examples of tasks at this level include, but are not limited to:

- (i) Operating and/or driving motor vehicles, machines, ancillary plant; receiving, weighing, tipping, stacking, blending, shovelling, carting and loading woodchips onto and/or into and/or off motor trucks, railway wagons and/or hoopers and/or conveyor belts and the routine servicing of vehicles, plant and ancillary equipment;
- (ii) Performing any of the tasks of a Trainee Operator;
- (iii) Ensuring all tasks performed meet the Company's quality assurance standards;
- (iv) Front End Loader Operator's Licence is essential;

- (v) Skills required include: Ability to perform any or all of the tasks in SEPL's operations at the certified level of competence.
- (vi) First Aid certification required.

(c) LEADING HAND OPERATOR

An employee classified at this level will have successfully undertaken all training required by the Company up to and including the level of Operator.

In addition the employee will have successfully completed any further training the Company requires for this level and to have and to be able to demonstrate competence in all tasks required of a lower level employee, to the satisfaction of the Company.

In addition to performing the functions of an Operator examples of tasks at this level include, but are not limited to:

- (i) The control and direction of duties/tasks assigned to other employees working on the same shift;
- (ii) The care and maintenance of SEPL's property and equipment;
- (iii) The control of stock turn after consultation with the manager or the manager's duly appointed representative to ensure the best use of the stockpile compound area for stock to be on a first in first out basis;
- (iv) Ensuring that safe work practices are maintained;
- (v) Ensuring that all environmental requirements are maintained in accordance with the E.P.A. licence.
- (vi) Training of new employees in the control and operation of equipment.
- (vii) Is qualified and performs the functions of First Aid Attendant.

9. TRAINING

(a) The training required to be eligible for promotion from Trainee Operator to Operator is as follows:

- (i) SEPL induction programme, in accordance with the New Employee Induction Manual;
- (ii) Instructor training for front end loader licence test;
- (iii) On the job training under supervision of a qualified Operator in accordance with the Company's Training Programme.
Certification of completion of the training programme to a satisfactory level of competence is to be determined by the Manager of SEPL.
In the event of disagreement by the trainee employee, the union may object in accordance with the Disputes Settlement Procedure as set out in Clause 33 of this Agreement.

(b) The Company acknowledges its commitment to provide for its employees' career paths and access to more varied, fulfilling and better paid jobs through training.

(c) No employee will be required to perform work at a level of skill for which that employee has not received accreditation as a result of qualification. In accordance with the needs of the Enterprise training will be provided to enable employees to qualify for classification to and to make a contribution at higher levels of skill by the application of a Training and Accreditation Program.

(d) The Company will accept responsibility for the organization of "on the job" training but employees will assist as required in the training of other employees. For training "off the job" the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet staffing requirements.

(e) The Company will pay at the classified level of skill during all training undertaken in normal working hours.

(f) Subject to Company approval as being in accordance with the needs of the Enterprise, an employee who undertakes training "off the job" and outside normal working hours will have necessary fees and the cost of essential textbooks, literature and stationery reimbursed by the Company. Such reimbursement will be subject to the employee providing evidence satisfactory to the Company of successful completion of the course.

(g) Where an employee undertakes training outside of ordinary hours of work, the employee will not be paid during the training where the skills acquired from the training are transportable. Where the skills acquired from such training are not transportable, the employee will be paid at the rate of time and one quarter for the time in training outside of ordinary hours.

(h) An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the lower classification level rate for which the employee has been accredited.

10. RATES OF PAY

(a) The rates of pay referred to in Appendix B classified by year and identified as the “Annualised Rate” normal worker/leading hand will apply to employees classified in accordance with Clause 8 of this Agreement

(b) Rates of pay as provided for in clause 10 (a) are subject to clause 10 (e) ‘Wages Sacrifice’ in return for increased employer funded superannuation.

(c) Casual employees will be paid at the hourly rate referred to in Appendix B as “normal rate (\$)” of \$18.66 plus 15% loading” then applied to Clauses 11, 12(e) and 13.

(d) Permanent part time employees will be paid at the hourly rate referred to in Appendix B as “Paid normal rate (\$)” of \$18.66 plus the “Final CPI multiplier” year on year as referred to in Appendix “B”, then applied to Clauses 11, 12(e),13.

(e) New employees will be paid on a salary basis @5% less than normal worker salary for 3 months.

Explanation of Appendix B

Concept

To establish a rate of remuneration which can be annualised while establishing the hours of work required on an annual basis. Both the remuneration and the hours will allow SEPL to receive, stockpile, load vessels on arrival and maintain plant/equipment and property maintenance with permanent employees and only supplement with casual labour during shiploading or at management’s discretion.

Explanation

The hours specified in Appendix B column (5) as the “total” will be stand alone year on year and no carry over will apply. Any additional hours to the total in column (5) in any one year will be paid at the “base rate (38 hr week)” column (6)/ (7) whichever is applicable or for whichever year applies divided by 52, divided by 43.75 and this will establish the base hourly rate to be applied to each “normal average weekly hour” as per column (1).

All hours worked in excess of 2433 hours in column (5) will be paid at overtime rates. Eg.

- (i) each shift stands alone.
- (ii) overtime paid at appropriate rate of this agreement.
- (iii) overtime as per award, conditions as it stands.

A spreadsheet showing hours worked will be distributed to employees on the last day of every month. Note: Shift allowance is 30% of Base Rate i.e. $\$18.66 / 30\% = \5.60 Shiploading will be continuous and shifts extended to 12 hours per day to allow 24 hour coverage over any day of the week Monday to Sunday inclusive. There will be no additional payments above the established annualised rate until the total hours to be worked in column (5) are exceeded.

(f) 'Wages Sacrifice' in return for increased employer funded superannuation.

- (1) A permanent employee may elect to forgo receiving part of their fortnightly ordinary time rate of pay in return for increased employer funded superannuation by completing the election form set out in Appendix C of this award.
- (2) Having made a wages sacrifice election in accordance with this clause an employee shall have their fortnightly ordinary time rate of pay reduced by the relevant elected amount except when:
 - (a) overtime is worked in which case the relevant pre election fortnightly ordinary time rate of pay shall apply for the purposes of calculating the payment for overtime;
 - (b) calculating allowances arising from [insert clause] in which case the relevant pre election fortnightly ordinary time rate of pay shall apply for the purposes of calculating the said allowances;
 - (c) calculating annual leave loading, in which case the relevant pre election fortnightly ordinary time rate of pay shall apply for the purposes of calculating the said allowances;
 - (d) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant pre election fortnightly ordinary time rate of pay shall apply for the purposes of calculating the payment those payment upon termination; or
 - (e) calculating an employee's minimum statutory Superannuation Guarantee contribution, in which case the relevant pre election fortnightly ordinary time rate of pay shall apply for the purposes of calculating the said contribution.

- (3) If an employee has made an election in accordance with this clause Boral shall provide the employee with employer funded superannuation contributions in the amount elected in addition to any statutory contributions.
- (4) Having made an election in accordance with this clause an employee may cease or vary their election by completing a further election form as set out in Schedule 2 of this award to have prospective effect on and only on 1 January or 1 July each year.
- (5) Despite anything else in this clause, if an employee makes an election in accordance with this clause:
 - (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon Boral than those applicable at the commencement of the operation of this clause then Boral may serve a notice upon the employee of their intention to cease the wages sacrifice for the employee and upon the first full pay period to commence on or after the service of the notice the employee's wages sacrifice election shall cease to operate;
 - (b) the employee enters a period of leave without pay the employee's wages sacrifice election shall be suspended for the period of such leave;
 - (c) during any period when the employee is injured or Incapacitated and in receipt of workers' compensation payments, Boral will continue to provide the employee with employer funded superannuation contributions in the amount elected while the employee is still employed by Boral, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation; or
 - (d) the employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the *Income Tax Assessment Act 1946* (Cth).
- (g) The fortnightly pay cycle will be changed to the alternate fortnight.

11. TERMS OF ENGAGEMENT

(a) Full Time employees will be engaged by the week.

(b) The employment of a weekly employee may be terminated only by one week's notice on either side which may be given at any time or by payment by the Company or forfeiture by the employee of a week's pay in lieu of notice.

This will not affect the right of the Company to dismiss an employee without notice in the case of an employee guilty of misconduct.

(c) Casual employees will be employed by the hour and will be employed for a minimum of 4 hours per engagement.

(d) Permanent Part-time employees may be employed to work regular days and regular hours less than 38 hours per week, provided that:

- (i) The set weekly hours for such employees will be determined upon engagement and thereafter can only be altered by agreement between the Company and the employee.
- (ii) A minimum of 3 days x 6 consecutive hours will be worked by such employees.
- (iii) All work performed over the set hours will be paid at overtime rates.
- (iv) All other provisions of this Agreement, where applicable will apply to part-time employees pro-rata to the hours worked.

(e) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

(f) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.

12. HOURS OF WORK AND SHIFT WORK

(a) Definitions:

- (i) "Day Shift" means ordinary hours worked between 6:00 a.m. and 6:00 p.m.
- (ii) "Afternoon Shift" means a shift which finishes after 6:00 p.m. and at or before midnight.
- (iii) "Night Shift" means a shift which commences between 12:00 midnight and 6:00 a.m.
- (iv) "Alternating Shift" means a shift which alternates between night shift and afternoon shift or night shift and afternoon shift and day work or day shift.

(b) Ordinary hours will be worked according to a rotational shift roster from Monday to Friday, provided that the hours in excess of 7 hours and 36 minutes per day will be classed as overtime.

(c) During Ship Loading two twelve hour shifts will be worked, with 7 hours and 36 minutes paid as ordinary time and the balance of the hours paid at overtime rates. The shift hours will be from 12:00 midnight to 12:00 mid-day and 12:00 mid-day to 12:00 midnight respectively or as agreed between the management and the employees. In the event that a change back to normal shift arrangements, at the conclusion of loading a ship, is required on a Sunday then the last shift will conclude at 8:00 a.m. An eight hour break will be provided prior to employees being required to return to their normal shift at 4:00 pm.

(d) Notwithstanding the provisions of sub-clause (b) and subject to the Company's requirements, the above shift arrangements may be altered to provide for 24 hour coverage from Monday to Friday on a rotating 3 shift operation. The provisions of this Agreement will apply to such a shift arrangement with the operating hours of the shifts to be determined by agreement between management and the employees prior to the implementation of a new shift roster. Employees will be given seven days notice of such shift change.

(e) Shift Allowance Casual Employees: For ordinary hours of shift work, shift workers other than permanent employees will be paid the following extra rates as a percentage of the appropriate classification rate of pay:

(i) Alternating Shift:

When on afternoon shift:.....	17.5%
When on night shift:.....	30%

- (ii) Shift allowance will not be paid when overtime penalty rates are payable for hours worked outside of ordinary hour

13. OVERTIME

(a) Overtime at the rate of time and one half for the first two hours and double time thereafter will be paid to permanent part time employees and casuals, as follows:

- (i) For all time worked which exceeds the ordinary hours of 7 hours and 36 minutes in any one day, or 38 hours in any one week.
- (ii) For the purpose of computing overtime, each day will stand alone, provided that where work continues beyond midnight, double time will be paid until the completion of such overtime.

(b) Notwithstanding the provision of sub-clause (a) of this Clause, all overtime worked on Sundays and Public Holidays will be paid at the rate of double time.

(c) Casuals – In the case of casual employees, the overtime rate will be calculated on the casual rate of pay.

(d) An employee required by the Company to work overtime in excess of the ordinary hours on any one day will be entitled to a break of 8 hours before resuming ordinary work on the next day.

e) Employees will work a reasonable amount of overtime when required.

f) An employee recalled to work overtime after leaving the premises at the end of a normal working day will be paid at the appropriate rate set out in this Clause for a minimum of four hours even though the employee may not be required to work for the full four hours paid. Provided that this Clause will not apply where an employee is recalled to work overtime which is continuous with normal working hours.

14. SUPERANNUATION

(a) “The Fund” named the Boral Employees Provident Fund as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.

(b) Employees will become eligible to join the Fund upon commencement of employment with the Company. A Members Handbook will be supplied to new members at the time of joining the Fund.

(c) Employee Contributions

Subject to the rules of the Fund, an employee may elect to make additional personal contributions to the Fund.

(d) Cessation of Contributions

An employee's eligibility for contributions to the Fund will cease on the last day of employment with the Company and the Company will not make any contributions to the Fund in respect of any period beyond the last day of employment.

15. MEALS, BREAK AND ALLOWANCES

(a) Employees will be entitled to a meal break of 30 minutes to be taken between 4 and 6 hours after the commencement of work.

Provided that employees on day shift will not be paid for the meal break and employees on afternoon or night shift will be paid for the meal break.

(b) All employees will be allowed one paid 20 minute paid refreshment break in addition to the meal break, to be taken at a time agreed by the Company.

(c) An employee who is required to work overtime for more than two hours after the normal finishing time on any one day will be allowed a paid rest break of 20 minutes no later than 5 hours after the end of the previous regular meal or rest break.

(d) An employee required to work overtime for more than two hours, and who is not notified by the Company on the previous day or earlier of the requirement to work such overtime, will be paid a Meal Allowance of \$8.70. Where notification to work overtime has been given on the previous day or earlier and such overtime is cancelled on the day on which the overtime was to be worked the employee will be paid the Meal Allowance.

(e) An employee required to work on a Saturday, Sunday or public holiday will be allowed a paid crib break of 20 minutes for each 5 hours worked.

Provided that where an employee works for a period of 8 hours on such days then the provisions of sub-clauses (a), (b) and (c) of this Clause will stand in substitution of this Clause.

(f) To allow flexibility and continuity of work employees may be required to take staggered meal and crib breaks, by agreement, between employees and management prior to any change being implemented.

16. SICK LEAVE

An employee, other than a casual, with not less than 3 months continuous service with the Company who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment, will be entitled to paid leave of absence in accordance with the following provisions.

(a) During the first year of service an employee will be entitled to paid sick leave on the basis of 5 days of ordinary time in the first year of service and 8 days of ordinary time in the second and subsequent years of service with the Company.

(b) An employee's untaken sick leave entitlement will accumulate from year to year during the employee's employment and may be taken in accordance with the provisions of this Clause.

(c) If a public holiday occurs during an employee's absence on sick leave then such public holiday will not be counted as sick leave.

(d) An employee will, unless it is not practicable to do so (the onus of proof being on the employee), before the ordinary starting time on the first day of absence and in any event within 24 hours, inform the Company of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.

(e) An employee will be required to provide evidence satisfactory to the Company of the reason for the absence from work for which sick leave is being claimed.

17. ANNUAL LEAVE

(a) At the completion of each year of employment with the Company employees will become entitled to four weeks annual leave, in accordance with the NSW Annual Holidays Act 1944.

(b) Where the employment of an employee is terminated that employee will be paid for all untaken annual leave and pro rata accrued leave up to the date of the termination of employment, at the normal rate of pay for the employee's skill level.

(c) Annual Leave Loading

- (i) An employee who takes annual leave will be paid a loading of an additional 25% of that employee's Classification Rate of pay for the period of the leave. This annual leave loading is incorporated in the annualised salary as per Appendix B.
- (ii) An employee who is terminated by the Company will be paid a loading in accordance with paragraph (i) above, for all untaken leave to which the employee is entitled at the date of leaving the Company. Annual Leave Loading is not payable in respect of pro rata annual leave.

18. LONG SERVICE LEAVE

Long Service Leave will be paid in accordance with the provisions of the NSW Long Service Leave Act 1955.

19. PUBLIC HOLIDAYS

(a) For the purpose of this Agreement, public holidays will include the following days: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day (on the day it falls), Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, and any other days proclaimed as holidays in New South Wales either as substitution for or in addition to any of the above.

(b) Employees other than casual employees will be entitled to public holidays specified in sub-clause (a) of this Clause without loss of pay.

(c) An employee, other than a casual employee, required to work on:

(i) Christmas Day or Good Friday will be paid at the rate of double time for the actual time worked in addition to the day's pay to which the employee is entitled under sub-clause b) of this Clause.

(ii) Any other public holiday prescribed in sub-clause (a) of this Clause will be paid at the rate of time and one half for the actual time worked in addition to the day's pay to which the employee is entitled for those days in accordance with sub-clause (b) of this Clause.

(d) Should any of the prescribed public holidays fall on a Saturday or Sunday and another day in lieu thereof is not proclaimed by the Government for the observance of such public holiday, an employee, other than a casual employee, required to work on such public holiday will be paid for all work performed on:

(i) Christmas Day – Double time for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of 8 hours pay at ordinary time.

(ii) Any of the other days prescribed in sub-clause (a), of this Clause – time and one half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours pay at ordinary time.

(e) A casual employee required to work on any of the public holidays prescribed in sub-clause (a) of this Clause, will be paid double time for all time worked, with a minimum payment of eight hours work.

(f) An employee required to work on any of the public holidays prescribed in sub-clause (a) of this Clause, will be guaranteed four hours work or will be paid for four hours work at the appropriate rate.

(g) An employee, other than a casual employee, whose services are terminated by the Company within seven days of the commencement of any week in which one or more public holidays occur and who is re-engaged within seven days of the said week, will be paid an ordinary days pay for each public holiday so occurring at the rate prescribed for the class of work performed by the employee prior to the date of termination of employment.

(h) An employee, other than a casual employee, who is absent from work without Company permission or without reasonable cause on the working day immediately preceding or the working day immediately succeeding any public holiday or series of public holidays, will not be entitled to payment for such holiday or holidays. Provided that if the employee is absent in accordance with the forgoing on only one of the working days preceding or succeeding a series of public holidays the employee will lose the holiday pay only in respect of the holiday closest to the day of absence.

20. INTRODUCTION OF CHANGE

(a) Where the Company has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and, the Union, if the employees are members.

(b) **Significant effects** include termination of employment, major changes in the composition of the Company's work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs. However, where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.

(c) The Company will discuss with the employees affected and, if they are members of the Union, the Union, inter alia, the introduction of the changes referred to in sub-clause (a), the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the Union, by their union, in relation to changes.

(d) The discussions will commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (a) of this Clause.

(e) For the purposes of such discussion, the Company will provide in writing to the employees concerned, and if they are members of the Union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the Company will not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.

21. REDUNDANCY

(a) Where the Company has made a definite decision that the Company no longer wishes the job an employee has been doing, done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the Company will hold discussions with the employees directly affected and, with the union to which they belong.

(b) The discussions will take place as soon as practicable after the Company has made such decision and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(c) For the purposes of the discussion the Company will, as soon as practicable, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the Company will not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interests.

(d) Termination of Employment

(i) For the purpose of this Clause the Company will give the employee the following period of notice of termination, or payment in lieu thereof:

Years of Continuous Under 45 Years Over 45 Years

Service of Age of Age

Less than 1 year 1 week 2 weeks

1 year and less than 3 years 2 weeks 3 weeks

3 years and less than 5 years 3 weeks 4 weeks

5 years and over 4 weeks 5 weeks

(ii) In addition to the period of notice prescribed in sub-clause (i), an employee whose employment is terminated for reasons set out in sub-clause (a) will be entitled to the following amount of severance pay in respect to a continuous period of service:

Years of Continuous Service	Under 45 Years	Over 45 Years
0-1	nil	nil
1-2	4.0 weeks	5.0 weeks
2-3	7.0 weeks	8.75 weeks
3-4	10.0 weeks	12.5 weeks
4-5	12.0 weeks	15.0 weeks
5-6	14.0 weeks	20.0 weeks
6-7	16.0 weeks	20.0 weeks

(iii) "**Weeks pay**" means the all purpose rate for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay, shift penalties and allowances.

(e) No payment will be made to an employee who accepts an offer of a position at another location within the Boral Group of Companies. However, if the employee finds the position is not suitable during a trial period of up to three months, and the employee leaves or is terminated during that period, then redundancy payments will be made in accordance with sub-clause (d) above at the date of termination of employment from the "trial" position.

(f) **Time off during notice period** – During the period of notice of termination given by the Company, an employee will be allowed up to one day off work without loss of pay during each week of notice up to a maximum of five weeks, for the purpose of seeking other employment. Where an employee is allowed paid absence during the notice period in accordance with this sub-clause, the employee will, at the request of the Company, be required to produce proof of attendance at an interview to qualify for payment for the day's absence.

(g) **Statement of employment** – Upon receipt of a request from an employee whose employment has been terminated, the Company will provide to the employee a written statement specifying the period of the employee's employment and the classification of or type of work performed by the employee.

(h) An employee who is given notice of redundancy may terminate employment at any time during the notice period. In such cases, the employee will be paid the severance benefit, however, no payment in lieu of the outstanding notice period will be paid.

(i) Where a decision has been made to terminate employees in the circumstances outlined in sub-clause (a), the Company will notify the

Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of employees likely to be affected and the period over which the terminations are intended to be carried out.

(j) This Clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for specific task or tasks.

22. UNION PICNIC DAY

(a) Easter Saturday will be recognised as the Union Picnic Day.

(b) In addition to all other payments due to the employee, a financial member of the Union, other than a casual employee, will upon proof thereof, be paid an additional days pay in the pay period in which Easter Saturday falls.

(c) A financial member of the Union who is required to work on Easter Saturday will be paid at the rate of time and one half for the actual time worked and, in addition, ordinary time for the actual time worked up to a maximum of eight hours pay at ordinary time.

(d) For the purpose of this Clause, "financial member of the Union" will mean an employee who is at the time of the Picnic Day, a financial member, or who was a financial member of the Union as at 31 December of the preceding year.

23. PAYMENT OF WAGES

(a) All wages will be paid by Electronic Funds Transfer into the employee's appropriate bank account as nominated by the employee and will be paid in 26 even instalments throughout the year (fortnightly).

(b) For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

(c) All accumulated hours worked will be held on site for reference when required, weekly & annual.

24. FIRST AID

An employee appointed by the Company to perform first aid will be paid an allowance of \$1.72 per day in addition to the ordinary wage rate during such appointment and will be indexed to the adjusted wage rate CPI Index in Appendix B each year of this Agreement.

25. BEREAVEMENT LEAVE

(a) A permanent employee will be entitled to a maximum of two days without loss of pay for each occasion and on production of satisfactory evidence of the death in Australia of the employee's wife, husband, father, mother, brother, sister, child, step-child, mother- in- law or father- in- law.

(b) In addition, a permanent employee will be entitled to a maximum of two days leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

(c) For the purpose of this Clause the words "wife" and "husband" will include de-facto wife or husband and the words "father" and "mother" will include foster- father or mother and step-father or mother.

26. JURY SERVICE

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

27. PARENTAL LEAVE

Parental Leave will be provided in accordance with the provisions of the New South Wales Industrial Relations Act 1991.

28. AMENITIES

(a) The following facilities will be made available to employees:

- (i) Proper dressing rooms with adequate washing facilities, including showers with both hot and cold water.
- (ii) Proper lock- up clothing lockers.
- (iii) A dining room with adequate seating and table accommodation for partaking of meals, including facilities for heating of food and boiling water.

(b) Employees will place all personal belongings in the lockers provided.

29. PROTECTIVE CLOTHING

(a) Permanent full-time employees will receive an initial issue of clothing, at no cost to the employee, after 3 months service. Clothing and footwear will be replaced on the basis of old for new on fair wear and tear.

The issue will comprise:

3 shirts

1 "Tasmanian Bluey" coat

1 wet weather coat and one pair of wet weather pants

2 pairs of shorts

2 pairs of trousers (2 additional pairs of shorts may be substituted for trousers)

2 long sleeve pullovers

1 pair of Safety Boots

(b) Casual employees, after the completion of 90 days full-time employment, will be issued with protective clothing at no cost to the employee, subject to the following condition: In the event that a casual employee fails to become available for work within twelve months from the date of the issue, for a minimum of 20 days, the casual employee will be liable to pay the Company half of the cost of the total protective clothing issued.

30. MIXED FUNCTIONS

(a) An employee required to work for less than two hours a day on work carrying a high rate of pay will be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work will be paid as for the whole day's work.

(b) This Clause will not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

31. UNION DELEGATE

(a) An employee appointed as union delegate will, upon notification to the Company by the branch or sub-branch Secretary of the Union, be recognised as the accredited representative of the Union. The employee will be allowed paid leave at a mutually agreed time when Union training is required.

(b) Any matter arising, which affects members of the Union may be investigated by the delegate and discussed with the Manager or nominee. The delegate will, upon request to Management, be allowed reasonable opportunity to carry out such duties at a mutually agreeable time.

(c) If a matter in dispute is not settled, the delegate will, upon request, be allowed access to a telephone for a reasonable opportunity of notifying the Union branch or Sub-branch concerned.

32. NOTICE BOARD

The Company will supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position which accredited representatives of the Union will be permitted to post formal Union notices signed by the representative or representatives.

33. GRIEVANCE AND DISPUTES SETTLEMENT PROCEDURE

The following procedures will be observed by the parties for the purpose of avoiding and settling industrial disputes and individual grievances:

(a) There will be effective means of consultation between SEPL, employees and the Union in all matters of mutual interest and concern, especially where such matters are likely to give rise to dispute.

(b) The accredited Union Job Representative will discuss any matter affecting the employees he/she represents with the supervisor in charge of the works.

(c) If the matter is not resolved at this level the Union Job Representative will ask for it to be referred to the Manager of SEPL and the latter will arrange a conference.

(d) If the matter remains unresolved, the Union Representative will advise the appropriate official of the Union and a conference will be arranged to be attended by such official(s) and the Union Job Representative concerned as the Union may decide and by the Manager and such other representative(s) of SEPL as the Manager may decide.

(e) Without prejudice to either party and except where a bona fide safety issue is involved, work will continue as normal prior to any disputed matter while matters in dispute between the parties are being resolved. If a bona fide safety issue is involved, SEPL and the appropriate safety authority will be notified.

(f) The parties will endeavour to resolve the issue between them in full accordance with these procedures before having recourse to the formal procedures of the Industrial Relations Act 1991.

(g) In the event of either party failing to observe these procedures, the other party may make application to bring the matter before the Industrial Relations Commission.

34. EMPLOYEE UNDERTAKINGS

(a) Occupational Health and Safety and Environmental

Employees undertake to co-operate with, and assist management in the enforcement of all statutory regulations, and Company policies and procedures in respect to Occupational Health, Safety and Environment. To this end, employees will, in particular ensure that all truck drivers wear regulation hard hats and adequate safe footwear when unloading trucks.

35. ALCOHOL, DRUGS AND FITNESS FOR WORK

In implementing any policy and/or program related to alcohol, drugs and/or fitness for work, Boral:

- (a) may direct you to undergo any alcohol test (in work time) that it, in its discretion, determines is appropriate to assess your capability and/or fitness to perform your work; and
- (b) shall pay the cost of any such test.

This may include but is not limited to:

- (a) tests for alcohol;
- (b) breathalyser tests for alcohol;
- (c) swab test for drugs;
- (d) for cause testing; and/or
- (e) random testing whether blanket testing or sample group testing.

The intention of testing is to ensure a safe work place and not to pry into the private lives of employees.

APPENDIX A

SIGNATURES

In recognition of their acceptance of the terms and conditions of this Agreement the parties have placed their signatures below as indicated:

SIGNED for and on behalf of employees, members of the Transport Workers Union of Australia, New South Wales Branch

Signature Date

Position Held

SIGNED for and on behalf of Sawmillers Exports Pty Limited:

Signature Date

Position Held

Appendix B**Rate up to 30 June 2005**

	N/W		L/H
Normal weekly component	49161.29		51241.58
Shiploading component	4804.18		5009.17
Based on 220k tonnes pa.			
Annualised rate	53965.47		56250.74
Fortnightly	2075.60		2163.49
Rate from 1st July 2005/6			
Normal weekly component	50790.99		52940.24
	1629.70	(diff)	1698.66
Shiploading component	4963.44		5175.22
	159.26	(diff)	166.05
Annualised rate	55754.43		58115.46
	1788.96	(diff)	1864.72
Fortnightly	2144.40		2235.21
	68.80	(diff)	71.72
Rate from 1st July 2006/7			
Normal weekly component	52388.36		54605.21
	1597.38	(diff)	1664.97
Shiploading component	5119.54		5337.98
Based on 220k tonnes pa.	156.10	(diff)	162.76
Annualised rate	57507.90		59943.19
	1753.48	(diff)	1827.73
Fortnightly	2211.84		2305.51
	67.44	(diff)	70.30
Rate from 1st July 2006/8			
Normal weekly component	54080.51		56368.96
	1692.14	(diff)	1763.75
Shiploading component	5284.90		5510.40
Based on 220k tonnes pa.	165.36	(diff)	172.42
Annualised rate	59365.41		61879.36
	1857.51	(diff)	1936.17
Fortnightly	2283.28		2379.98
	71.44	(diff)	74.47

CPI Rate	3.9%
Wage component @	85%
Adjustment rate	<u>3.32%</u>

CPI Rate	3.7%
Wage component @	85%
Adjustment rate	<u>3.15%</u>

CPI Rate	3.8%
Wage component @	85%
Adjustment rate	<u>3.23%</u>

Appendix C

'Wages Sacrifice' Election Form

Pursuant to Part 10 (a) of the Sawmillers Exports Pty Limited, City of Newcastle, Enterprise Agreement 2005 an employee may elect to forgo part of their weekly ordinary time rate of pay in return for increased employer funded superannuation to an equivalent amount.

Having taken my own independent financial and taxation advice on the matter, I [*insert employee name*] classified on Level [*insert level*] elect in accordance with Part 10 (a) of the Sawmillers Exports Pty Limited, City of Newcastle, Enterprise Agreement 2005 to forgo the amount circled in the table below for increased employer funded superannuation contributions equal to this amount.

On and from 1 July 2005

Classification	Fortnightly Ordinary Time Rate of Pay	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
Normal Worker	\$2144.40	\$21.44	\$64.33	\$107.22	\$150.11	\$214.44	\$321.66	\$428.88
Leading Hand	\$2235.21	\$22.35	\$67.06	\$111.76	\$156.46	\$223.52	\$335.28	\$447.04

On and from 1 July 2006

Classification	Fortnightly Ordinary Time Rate of Pay	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
Normal Worker	\$2,211.84	\$ 22.12	\$ 66.36	\$ 110.59	154.83 \$	221.18 \$	\$ 331.78	442.37 \$
Leading Hand	\$2,305.51	\$ 23.06	\$ 69.17	\$ 115.28	161.39 \$	230.55 \$	\$ 345.83	461.10 \$

On and from 1 July 2007

Classification	Fortnightly Ordinary Time Rate of Pay	1% Election	3% Election	5% Election	7% Election	10% Election	15% Election	20% Election
Normal Worker	\$2283.28	\$22.83	\$68.50	\$114.16	\$159.83	\$228.33	\$342.49	\$456.66
Leading Hand	\$2379.98	\$23.80	\$71.40	\$119.00	\$166.60	\$238.00	\$357.00	\$476.00

In making this election, the elected percentage when added to the minimum Superannuation Guarantee Contribution does not exceed the age-based contribution limit provided for by sections 82AAC to 82AAF of the *Income Tax Assessment Act 1946* (Cth).

Notation:

For the 2004/2005 tax year these were:

Under 35 Years of age	35 to 49 Years of age	Over 50 Years of age
\$13,934	\$38,702	\$95,980

Signed by [insert employee name]

Confirmed by Boral [insert name]

Date