

ENTERPRISE AGREEMENT

NO: E.A. 347 /1993

DATE REGISTERED: 18-11-93

PRICE: \$ 12-00.

1. TITLE

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

2. PARTIES

This Enterprise Agreement (hereinafter referred to as "this Agreement" is made between Sawmillers Exports Pty. Limited (hereinafter referred to as "SEPL") and its employees employed on operations involved in and in connection with or incidental to the receiving, stockpiling, moving, trimming, load-out, weighing, sampling, and/or testing of woodchips, including cleaning and clean-up of woodchip in the area known as the stockpile yard (hereinafter referred to as "the employees").

3. APPLICATION.

3.1 Any reference to the Award in relation to this enterprise agreement shall be the Transport Industry (State) Award

3.2 The terms and conditions of this Agreement shall be binding on SEPL, its employees and the Transport Workers Union of Australia (NSW Branch).

3.3 This Agreement was not entered into under duress.

3.4 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.

3.5 The provisions of this Agreement shall prevail over any award, former industrial agreement or order of the Commission that deal with the same matters in so far as they purport to apply to a person bound by this Agreement. In particular, it replaces in full former industrial agreement No. ~~1100~~ registered on 10 October 1990.

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4. AREA, INCIDENCE AND DURATION.

4.1 This Agreement shall apply in the City of Newcastle to all the employees engaged in the classification / skill levels of work specified in Clause 5 of this Agreement.

4.2 This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of registration and shall remain in force for a period of 2 years.

4.3 Wage increases will be made inline with any award wage adjustments after a twelve month period of signing this Agreement provided that the minimum rate shall not be less than applicable award rates of pay at any time during the operation of this Agreement.

5. CLASSIFICATION/SKILL LEVELS.

5.1 Trainee Operator.

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

- 5.1.2 An employee at this level shall not be eligible to advance to the classification/skill level of Operator until he has completed to the satisfaction of the Company the employer's induction program which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, appropriate company policies, occupational health and safety and quality assurance.
- 5.1.3 An employee at this level performs routine duties essentially of a manual nature to the level of the employee's skill and training.
- 5.1.4 Tasks indicative of work at this level include but are not restricted to:
1. Performing general labouring and cleaning duties;
 2. Exercising minimal judgement;
 3. Working under direct supervision;
 4. Undertaking structured training so as to enable an employee to work as an operator;
 5. Ensuring Company quality assurance standards in regard to tasks performed are met.

5.2 Operator.

- 5.2.1 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. In order to become eligible to be classified at this level, the employee shall possess the qualifications including having successfully completed the Company's induction course and any skills training courses operated and/or approved by the Company together with such period of experience considered necessary by the Company.
- 5.2.2 Tasks indicative of work at this level include but are not restricted to:
1. 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;
 2. Performing any of the tasks of a probationary operator;
 3. Ensuring all tasks performed meet the Company's quality assurance standards;
 4. Qualifications required are: Front end loader operator's licence, First Aid Certificate;
 5. Skills required are: Ability to perform any or all of the tasks in SEPL's Operations at the certified level of competence.

5.3 Leading Hand Operator.

- 5.3.1 An employee to be eligible to be classified at this level shall have successfully completed the Company's induction program and the training required by the Company up to and including that to be classified as an Operator. In addition the employee shall 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 and shall have completed to the satisfaction of the employer at least twelve (12) months service as an operator.

5.3.2 In addition to operating as an operator, tasks indicative of those required at this level include but are not restricted to:

1. The control and direction of duties/tasks assigned to other TWU members working on the same shift;
2. The care and maintenance of SEPL's property and equipment;
3. 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;
4. Ensuring that safe work practices are maintained;
5. Ensuring that all environmental requirements are maintained as per the E.P.A. licence;
6. Training of new employees in the control and operation of equipment.

5.4 The training required to be eligible for promotion from trainee operator to operator is as follows:

1. SEPL induction program;
2. Instructor training for FEL licence test;
3. Instructor training for First Aid Certificate;
4. On the job training under supervision of qualified operator in following tasks:

In feed conveyor
 Out feed conveyor
 Rubber tyred bulldozers
 Mobile sweeper
 Weighbridge terminal
 Unloading and loading of trucks and rail wagons
 Stockpiling
 Loading of conveyor belts
 Routine servicing of equipment
 Cleaning of area.

5.5 The above program may be modified from time to time to suit operational requirements.

5.6 Certification of completion of training program to a satisfactory level of competence 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 procedure as set out in clause 12 of this agreement.

6. RATES OF PAY.

6.1 Weekly pay rate for 38 hours ordinary time.

Trainee operator	\$443.61	per week
Operator	\$492.90	per week
Leading hand operator	\$514.60	per week

6.2 Trainee operator

The rate of pay for a trainee operator has been set to give effect to the intention that there should be an approximate differential of 10% to that of an operator.

6.3 The rates of pay specified in 5.1 above shall come into operation as from the date of registration of the Agreement.

6.4 Shift allowance and overtime will be paid in accordance with the Transport Industry (State) Award.

6.5 Wage adjustment

On completion of six months' successful operation of this agreement, and on evidence of productivity gains, the rates of pay in 6.1 above will be increased by 2.5%.

6.6 Productivity gains will be assessed by the following:

- * The elimination of rostered days off
- * The elimination of one hour's overlap period each working day

7. HOURS OF WORK – WORK CYCLE / SHIFT WORK.

7.1 The ordinary 38 hours per week will be worked on the basis of 7 hours 36 minutes (inclusive of a 20 minute paid break but exclusive of a 30 minute meal break) within the hours of 0830 hrs and 1800 hrs called day shift and the remainder of that shift worked will be classed as overtime each day, Monday – Friday and 0000 hrs and 0830 hrs called night shift, inclusive of a 20 minute paid crib break and a 30 minute meal break each day Monday – Friday.

7.2 For this Agreement, the following special conditions will apply to employees required to work shifts (all other provisions of Clause 40 of the Transport Industry (State) Award will apply, except where inconsistent with this clause).

During shiploading, employees may be required on a minimum of 24 hours notice to work a reasonable amount of overtime each day, Monday to Friday, and up to 12 hours overtime on Saturdays, Sundays and Public Holidays, until loading is completed.

8. PAYMENT OF WAGES.

An employee's wages shall be paid into a bank account nominated by the employee.

9. PROTECTIVE CLOTHING.

9.1 Clothing

A free issue of clothing will be made to casual employees after the completion of 40 days full time employment which will be subject to the following conditions. If the casual employee fails to become available for work within the next twelve months for a minimum of any 20 days, the casual employee will be liable for half of the cost of the total protective clothing issued.

A free initial issue of clothing will be made to each permanent full time employee classified as an operator, after 3 months service. The issue will comprise:

- 2 shirts
 - 1 cotton coat
 - 1 wet weather coat, and one pair of wet weather pants
 - 2 pairs of shorts
 - 2 slacks (2 additional pairs of shorts may be substituted for the slacks)
- Clothing will be replaced on an old for new and a fair wear and tear basis.

9.2 Safety Boots

SEPL will pay 100% of the cost of a pair of approved safety boots, with an old for new, on fair wear and tear basis.

10. DISPUTES PROCEDURE.

The following procedures will be observed for the avoiding and settling of industrial disputes:

- 10.1 There will be effective means of consultation between SEPL, employees and the Union on all matters of mutual interest and concern, especially where such matters are likely to give rise to dispute.
- 10.2 The accredited Union job representative will discuss any matter effecting the employees he represents with the supervisor in charge of the works.
- 10.3 If the matter is not resolved at this level the Union job representative will ask for it to be referred to the Manager for SEPL and the latter will arrange a conference.
- 10.4 If the matter is not resolved, the Union representative will advise the appropriate local official of the Union and a conference will be arranged to be attended by such official or officials and the Union job representative concerned as the Union may decide and by the Manager and such other representatives of SEPL as the Manager may decide.
- 10.5 Without prejudice to either party and except where a bona fide safety issue is involved, work will continue in accordance with this Agreement while matters in dispute between the parties are being negotiated in good faith. If a bona fide safety issue is involved, SEPL and the appropriate safety authority will be notified.
- 10.6 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.
- 10.7 In the event of either party failing to observe these procedures, the other party may notify the matter before the N.S.W. Industrial Commission.

In recognition of their consent to this Agreement, the parties have hereunto fixed their signatures:

For the employees, members of the
Transport Workers Union of
Australia (N. S. W.) Branch

Delegate Name..... *Ronald F. Hancock*
Signature..... *R Hancock* Date..... *29/6/93*

For the Transport Workers Union of
Australia (N. S. W.) Branch

Position..... *SECRETARY* Name..... *JOHN McLEAN*
Signature..... *John McLean* Date..... *11/6/93*



The Common Seal of
For Sawmillers Exports Pty. Limited hereunto
affixed by the authority of the
Position..... *Directors and in the presence of:-*
Signature..... *[Signature]* Date..... /..... /.....
WAT-UN Secretary

