



ONEFORTYONE WOOD PRODUCTS AUSTRALIA MT GAMBIER SAWMILL UNIONS ENTERPRISE AGREEMENT

2024

Part 1 – Application And Operation of Agreement

1. Title

This Agreement shall be known as the OneFortyOne Wood Products Pty Ltd Mt Gambier Unions Enterprise Agreement 2024.

2. Arrangement

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3. Application and Parties Bound

- 3.1. This Agreement shall apply at the OneFortyOne Wood Products Pty Ltd Mount Gambier Sawmill, 150 Jubilee Highway East, Mount Gambier, South Australia, and has been negotiated between and is intended to cover and be binding upon:
- (a) OneFortyOne Wood Products Pty Ltd in respect of all employees employed at the site above and working in activities covered by this Agreement.
 - (b) The following Unions, their officers and members employed at the site listed above and working in activities covered by this Agreement:
 - (i) Construction Forestry Maritime and Employees Union, Manufacturing Division, as the bargaining representative of its members; and
 - (ii) Australian Manufacturing Workers Union, as the bargaining representative of its members.
- 3.2. All employees and new employees employed at the site listed above and working in activities covered by this Agreement.

4. Period of Operation and Review of Agreement

- 4.1. This Agreement shall operate from seven days after approval by the Fair Work Commission and shall remain in force until 1 October 2026.
- 4.2. The parties agree to undertake a review of the Agreement and commence negotiations for a further Agreement no later than 3 months before the nominal expiry date of this Agreement.
- 4.3. The Company is committed to the Enterprise Bargaining process, to maintaining the existing relationship with the relevant Unions. The Unions are equally as committed to working with the Company to improve the business.
- 4.4. In order to reach a new Agreement prior to the nominal expiry date of this Agreement, the aim of these discussions and any timetable agreed between the parties for those discussions will be for each party,
- (a) To use their best endeavours; and
 - (b) bargain in good faith.
- 4.5. Discussions pursuant to this clause will involve Union officials and Union delegates as the Bargaining Representatives of Union members.
- 4.6. Union delegates and bargaining representatives will have paid time in which to consult with employees and hold discussions with management.
- 4.7. In undertaking discussions with each other, the Union and the employees they represent, Union delegates and each Union will not unduly interfere with the work in progress on site.
- 4.8. Site meetings involving employees will be arranged in consultation and with final approval from the senior management representative.

- 4.9. The Parties recognise that achieving the maximum benefits from the matters agreed to in this Agreement will require ongoing commitment to the Agreement's implementation and process of review.

5. No Extra Claims Commitment

- 5.1. The Parties undertake that during the period of operation of this Agreement, except as where consistent with the principles in respect of wage movements contained in State or National Wage Case decisions, there shall be no further wage increase sought or granted except by way of processes covered under the terms of this Agreement.

6. Objectives

- 6.1. The Mount Gambier Sawmill will produce high quality products for a demanding global market. Each person has an important role in ensuring the ongoing successful operation of the mill. OneFortyOne has a vision for *'Growing a better tomorrow'*.
- 6.2. The objectives of this Agreement are to:
- (a) strive to be a business that improves the future of the industry and creates workforce stability, while maintaining operational efficiency and flexibility of the teams,
 - (b) continue to be community conscious in our activities and actions,
 - (c) be a best practice business in the areas of EHSR, quality compliance, productivity and continuous improvement,
 - (d) be equitable in the decisions we make that connect with employees and business outcomes,
 - (e) seek contributions from employees on improvements in the workplace,
 - (f) set high standards and outcomes to create an environment of high work performance through engagement and work satisfaction,
 - (g) foster an inclusive culture to promote a diverse work environment,
 - (h) create opportunities for flexibility that enables work-life balance that meets the business needs,
 - (i) The parties of this Agreement aim to administer the documents intent in a fair and just manner, in the spirit of forming a strong and successful partnership that meets the Vision and Objectives.
- 6.3. Projects may be initiated to improve productivity, performance and efficiency reflecting the modern sawmilling environment. Performance indicators will be adopted to measure the improvements however, will not be used as a wage setting mechanism.

7. Relationship to Awards and Standards

- 7.1. This Agreement incorporates and applies wholly in conjunction with the Timber Industry Award 2020 and the Manufacturing and Associated Industries and Occupations Award 2020 (the Awards), as varied from time to time.
- 7.2. Where there is an inconsistency between an express provision of this Agreement and a provision in the Awards, the provisions of this Agreement shall prevail to the extent of the inconsistency.
- 7.3. The Company agrees not to implement the Awards in such a manner that would reduce any conditions, entitlements or benefits which were available to employees either prior to making this Agreement or prior to the commencement of modern awards, unless the condition is the subject of a specific clause in this Agreement.
- 7.4. Any classification structure or definition included in any Award which covered the workplace prior to modernisation will apply to all employees covered by this Agreement.
- 7.5. Any increase, improvement, or broadening of entitlements for employees as part of the introduction of the modern award will be taken to be included in this Agreement unless the area the subject of the increase, improvement or broadening of entitlements is the subject of a specific clause in this Agreement, in which case the terms of this Agreement will apply.
- 7.6. The making of this Agreement does not affect existing above Agreement payments and conditions of employment, unless the terms of this Agreement expressly provide that no other arrangements will apply.
- 7.7. If, at any time, the conditions set out in this Agreement, including the incorporated Awards, are less favourable than those in the National Employment Standards (NES), in any particular respect, the conditions in the NES will apply to the exclusion of this Agreement in the particular respect in which they are more favourable.

Part 2 – Employee and Workplace Relations

8. Employee Consultative Committee (ECC)

- 8.1. The objectives of the ECC are to:
- (a) Facilitate open communication and consultation,
 - (b) Enable feedback between employees and management,
 - (c) Enhance employee engagement and wellbeing,
 - (d) Review relevant policies,
 - (e) Build trust and collaboration,
 - (f) Relevant project contribution and coordination,
 - (g) Major change consultation,
 - (h) Workplace dispute resolution.
- 8.2. These objectives help ensure that the committee is focused on creating a positive and productive workplace through effective consultation and collaboration.
- 8.3. The ECC Terms of Reference are documented within the Controlled Document System, which defines meeting agenda, attendee/site representation, how meetings will operate and the routine for review.
- 8.4. The ECC Terms of Reference are readily available upon request and are to be read in conjunction with the terms of this Agreement.
- 8.5. Changes to the Terms of Reference must be consulted and documented via ECC meetings.

9. Consultation regarding Major Change

9.1. Process and Structure

- (a) If the Company has made an in principal decision about major workplace changes that are likely to have a significant effect on the employees covered by this Agreement, the Company must consult with the Unions and any employees who will be affected by the decision. An employee is entitled to be represented by a Union or other representative for the purpose of consultation under this clause.
- (b) As soon as practicable, the Company must discuss with the relevant Union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The Company must discuss measures to avert or mitigate

the adverse effect of the change on the employees.

- (c) For the purposes of the discussion the Company will provide the relevant Union and relevant employees in writing:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (d) In complying with this clause the Company is not required to disclose information which is commercial in confidence.
- (e) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Unions or relevant employees.
- (f) As soon as a final decision has been made, the Company must notify the relevant Unions and the employees affected, in writing, and explain the effects of the decision.
- (g) All participants must act in good faith in relation to the consultation process provided in this clause.
- (h) While consultation in relation to major change is taking place, except where a genuine work health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the Company's consideration of major change will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

9.2. Major Change Definition

- (a) In this clause a major change is "likely to have a significant effect on employees" covered by this Agreement if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) change to the composition, operation or size of the Company's workforce; or
 - (iii) to the skills required of employees; or
 - (iv) the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or
 - (v) the alteration of hours of work; or
 - (vi) the need to retrain employees; or
 - (vii) the need to relocate employees to another workplace; or
 - (viii) the restructuring of jobs; or

- (ix) the introduction or variation of any policy or procedure; or
- (x) any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.

10. Consultation Arrangements in Relation to Shift or Roster Variation or Termination

- 10.1. Work rosters and shift patterns will be developed in consultation with the employees who they affect, taking into account the needs of the business.
- 10.2. The Company agrees to consult and reach majority agreement, in accordance with the majority flexibility provisions of this Agreement, with affected employees and the Unions where any change, alteration or termination of a shift, or roster is under consideration.
 - (a) The company will:
 - (i) Provide employees and their representatives with information about the proposed change;
 - (ii) Invite the employees and their representatives to give their views about the impact of the proposed change, including any impact on family and caring responsibilities; and
 - (iii) Consider any views given by the employees or their representatives.
- 10.3. Where agreement is not reached in relation to the proposed shift or roster change, the status quo will remain while the matter is dealt with in accordance with the dispute settlement procedure in this Agreement.

11. Annual Leave Close Down Consultation Arrangements

- 11.1. The Company may close down the mill or a section thereof, for the purpose of allowing leave to employees in the mill or section or sections concerned in accordance with the following provisions:
 - (a) Unless otherwise determined by majority agreement as provided for in clause 12, majority flexibility arrangements, the employer may, by giving not less than three months' notice either close down for one period or for two separate periods in each calendar year.
 - (b) Employees will not unreasonably withhold agreement if the 3 months notice of the proposed shut needs to be shortened due to factors outside of the company's ability to control.
 - (c) An employee who does not have sufficient leave accrued to cover the duration of the proposed close down may be stood down on leave without pay. Prior to standing down any employees on leave without pay, the employer will consult with the ECC and the relevant Unions, and use their best endeavours to identify useful work to avoid loss of pay to employees who do not have sufficient leave accrued to cover the

duration of the proposed shut down. All time during which an employee is stood down without pay in a close down period shall, for the purpose of annual leave credits be deemed to be time worked.

- (d) Unless otherwise agreed between the employer and employees, where an annual leave close down is observed during the Christmas/New Year period the leave granted shall be not less than fourteen consecutive days, exclusive of public holidays.

12. Majority Flexibility Arrangements

- (a) The Company and a majority of employees, in all or part of the workplace, may reach agreement, on how specific Agreement provisions are to apply in all or part of the workplace.
- (b) Reaching a majority flexibility arrangement is not to be used as a device to avoid Agreement obligations nor can it result in unfairness to an employee or employees covered by this Agreement. All employees affected by the majority flexibility arrangement must be better off over all as a result of the reaching of the majority flexibility arrangement.
- (c) The Unions, as bargaining representatives covered by this Agreement, must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed changes which results in a variation to the application of this Agreement.
- (d) Participation by the Unions or any other representative does not mean that their consent is required prior to reaching agreement in relation to a majority flexibility arrangement.

12.2. Memorandum of Understandings (MOU's)

- (a) The parties recognise that where further industrial matters are agreed between them during the life of this Agreement, MOU's can be an appropriate way and mechanism of recording these agreements or changed work patterns.
- (b) Where an MOU provides an entitlement that conflicts with an Agreement entitlement, the entitlement in the MOU will prevail.

12.3. MOU Process and Record Keeping

- (a) The Company, relevant Union or employees shall raise any proposed majority flexibility opportunities or major changes either for all employees or departments with the ECC for discussion.
- (b) If discussion results in an outcome for possible changes, the MOU process will be initiated.
 - (i) Consultation will take place with affected employees, relevant Union and the Company on proposed changes to explore suggestions and feedback.
 - (ii) Once consultation has taken place, any proposed changes must be recorded in writing before being offered to the affected employees for consideration. This may be in the form of presenting options to employees for their consideration

and outlining individual circumstances where necessary.

- (iii) If required, a ballot vote may take place to adopt and formalise the changes.
- (iv) If proposed changes are approved by a majority of affected employees, a copy of the arrangement must be provided to each affected employee or group of employees, and a record of the arrangement and the method of its approval must be retained in the time and wages records of the affected employees.
- (v) The changes adopted will be formally documented through an MOU, signed jointly by a Company Representative and the relevant Union.
- (vi) Where applicable and related to the Agreement, the MOU will be drafted into the Agreement as a clause within the relevant section during the next negotiation phase.
- (vii) Where an MOU is related only to particular work areas and does not change conditions of this Agreement (such as a change in roster or days of work patterns), these MOU's will be included in Schedule C – Department Variations.

12.4. Employee Representation

- (a) Union members are entitled to be represented by their Union at every stage of negotiations about majority flexibility arrangements. Employees who are not Union members may also choose to be represented.

12.5. Provisions which may be Subject to a Majority Flexibility Arrangement

- (a) Any provision of this Agreement which specifies that its application may be varied by majority agreement may be the subject of a majority flexibility arrangement in respect of all, or part, of the workplace.
- (b) A majority flexibility arrangement will be binding on all affected employees covered by this Agreement, provided the requirements of this clause have been met.

12.6. Additional Safeguard

- (a) The additional safeguard requires that the Unions covered by the Agreement shall be informed by the Company of the intention to use the majority flexibility provision (Clause 12) and shall be given a reasonable opportunity to participate in negotiations regarding its use. Union involvement in this process does not mean that the consent of the Union is required prior to the introduction of agreed majority flexibility arrangements at the enterprise.
- (b) The Company may not implement a majority flexibility arrangement unless it complies with all of the requirements of this clause.

13. Individual Flexibility Arrangements

13.1. Employee Representation

- (a) Union members are entitled to be represented by their Union at every stage of this process. Employees who are not Union members may also choose to be represented and any reference to the Union in this procedure shall be treated as a reference to the employee's representative, if any.
- (b) If an employee has nominated the Union, or another person, as their representative, the union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of a flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to a flexibility arrangement.

13.2. Agreed Flexibilities

- (a) The Company and an individual employee covered by this Agreement may agree to an arrangement which varies the effect of certain terms of this Agreement to meet the genuine individual needs of the Company and the individual employee. The terms of this Agreement which the Company and the individual employee may arrange to vary the effect of, are listed below:
 - (i) Pay out of personal leave, as long as the arrangement does not result in the employee's remaining accrued entitlement to personal leave being less than 15 days and the employee is paid at least the amount that they would have been paid if they had taken the leave which is cashed out.

13.3. Process

- (a) The Company and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Company and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.
- (b) The arrangement between the Company and the individual employee must:
 - (i) only be the term listed in clause 13.2 (a) (i); and
 - (ii) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - (iii) be about matters that would be permitted matters if the arrangement were included in this Agreement;
 - (iv) not include a term that would be an unlawful term if the arrangement were included in this Agreement;
 - (v) be in writing, name the parties to the arrangement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- (vi) set out each term of this agreement that the employer and the individual employee have agreed to vary the effect of;
 - (vii) set out how the effect of each term has been varied by the arrangement;
 - (viii) set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (ix) state the date the arrangement commences to operate.
- (c) The Company is responsible for ensuring that all of the requirements of clause 13.3 (b) are met.
 - (d) The Company must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.
 - (e) Except as provided in clause 13.3 (b) (v) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
 - (f) Where the Company is seeking to enter into an arrangement they must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Company must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

13.4. Termination of Arrangement

- (a) The arrangement may be terminated:
 - (i) by the Company or the individual employee giving 28 days' notice of termination, in writing, to the other party (if the individual employee was represented in negotiating the arrangement the Union or other representative, must also be given notice of its proposed termination); or
 - (ii) at any time, by written agreement between the Company and the individual employee.

13.5. Additional Safeguards

- (a) Where the Company initiates discussion in relation to any individual flexibility arrangement that is intended to remain in place for a period longer than 30 days the Company must inform the Unions covered by this Agreement in writing. When advising the Unions of its intention to initiate discussions in relation to a flexibility arrangement the Company must:
 - (i) Include details of the terms of the arrangement and the classifications of employees which are proposed to be the subject of the arrangement; and
 - (ii) Not disclose the name of any employee who will be the subject of the arrangement without the consent of the employee.
- (b) Union involvement in this process does not mean that the consent of the Union is required prior to reaching agreement in relation to a flexibility arrangement.

- (c) The Company must provide copies of all individual flexibility arrangements made under this Agreement to the Unions covered by this Agreement. The employer and the Union will review all flexibility arrangements made under this Agreement on an annual basis.
- (d) The operation of this clause is intended to exclude the operation of the individual flexibility arrangement provision included in the Awards which apply in conjunction with this Agreement.

14. Dispute Resolution Procedure

- 14.1. Union members are entitled to be represented by their Union at every stage of this process. Employees who are not Union members may also choose to be represented and any reference to the Union in this process shall be treated as a reference to the employee's representative, if any. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.
- 14.2. If a dispute arises about any matters the parties will attempt to resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure:
 - (a) Initially formal discussions will take place between the employee, or employees concerned, the Union delegate, and the relevant supervisor or management representative.
 - (b) If the dispute is not resolved as a result of those discussions the matter shall be referred to the Union's organiser and a more senior management representative for further discussion.
 - (c) In the event that the dispute remains unresolved further discussions shall take place between an appropriate senior official of the Union and management representative.
- 14.3. If the matter cannot be resolved by discussions in the workplace a party may refer the dispute to the Fair Work Commission for resolution by conciliation, or arbitration if necessary.
- 14.4. If a party is represented by a Union representative, or other representative, who is not present in the workplace, discussions in relation to the issue in dispute will not proceed until the Union representative, or other representative, is able to attend.
- 14.5. At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 2 working days, if a response is not received the matter may be referred directly to the Fair Work Commission.
- 14.6. The Fair Work Commission may exercise such powers in relation to conciliation and arbitration as are necessary to make the conciliation or arbitration effective including all of the powers given to the Fair Work Commission by the Act 2009.

- 14.7. The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 14.8. While this dispute settlement procedure is being followed, except where a genuine work health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the subject matter of the grievance or dispute occurring will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 14.9. Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure.
- 14.10. No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause.
- 14.11. The decision of the Fair Work Commission in an arbitration under this procedure may be appealed to a Full Bench of the Fair Work Commission.
- 14.12. Subject to a stay order or decision on Appeal, the parties to the dispute shall be bound by and must comply with a decision of the Fair Work Commission made pursuant to this clause.

15. Consent to Conciliation in Certain Circumstances

- 15.1. The Union and the Company agree that if:
 - (a) the employment of an employee is terminated, in accordance with this Agreement, or otherwise, and the employee makes an application to the Fair Work Commission under the Act 2009; or
 - (b) either the Company or the Union has initiated proceedings alleging that a breach of the Workplace Rights set out in Part 3-1 of the Act has occurred, then
 - (i) the Company or the relevant Union will consent to conciliation by the Fair Work Commission, including conciliation in person in lieu of telephone conciliation in the first instance, if either the Company or the Union requests it. Nothing in this clause shall be interpreted to give an employee the right to make an application in relation to unfair dismissal in the first six months of their employment with the Company.

16. Employee Representation and Union Recognition

- 16.1. The Company will advise each new employee of the Unions that have coverage on site and that the Company provides payroll deductions for Union dues.
- 16.2. The Company will arrange for new and existing employees to be introduced to the appropriate Union delegate who will be allocated reasonable time to explain about the

Union and provide the employee with information about the Union.

16.3. Nothing in this clause authorises the Company, Union or any Union delegate to prejudice employees who are not members of the Union in their employment or authorises the Company to discriminate against employees who are not Union members.

16.4. Delegates Rights

- (a) The Company recognises the role of elected Union delegates within the enterprise. The Company will treat delegates fairly and to allow them to perform their role as Union delegate without any discrimination in their employment. The Company recognises and respects that endorsed Union delegates speak on behalf of Union members in the workplace.
- (b) In the event a workplace delegate would receive a more favourable entitlement under the delegates' right term of one of the incorporated Awards than under this clause, the more favourable Award entitlement will operate as a term of this clause.
- (c) A Union delegate shall have the right to:
 - (i) Discuss work-related matters of concern of any employee or to convey information relating to the workplace to employees during working hours.
 - (ii) Prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent, in paid time.
 - (iii) The Union delegate will use best endeavours not to unduly interfere with the work in progress and the supervisor of the shift or section will be informed of the Union delegate's intention.
 - (iv) The Union delegate shall have reasonable access to a telephone and email to contact the union office or to progress enquiries on behalf of a member on work-related matters.
 - (v) The Union delegate shall be provided with a suitable lockable cupboard or filing cabinet and facilities to enable the Union delegate to keep records, union circulars and documentation to efficiently carry out union responsibilities.
 - (vi) The Union delegate shall have the right to place notices on notice boards within the enterprise. Such notices shall be within the policy of and authorised by the Union.
 - (vii) The Company shall not dismiss or injure a Union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a Union delegate.
 - (viii) The Company shall supply the Union delegate with a copy of this agreement and of the award and with all subsequent variations and will post such agreement or award on the notice board.

- (ix) Unless otherwise agreed with the site manager, the maximum number of paid mass meeting of site's employees in accordance with this clause will be capped two per calendar year.

16.5. Delegate Responsibilities

- (a) The time spent by Union delegates or the Unions during working hours in accordance with any rights set out in this clause or elsewhere in this Agreement shall be no more than the time that is reasonably necessary to attend to such matters.
- (b) The arrangements for any meeting or discussions arranged by the Union or an authorised delegate, including the timing and length of meeting, held in paid time to discuss the application of this agreement or any other matter will be by agreement of the relevant manager. The manager will not unreasonably withhold agreement.
- (c) In exercising any right as set out in this Agreement, Union delegates and the Unions will also work with site management to ensure that any activity will not unduly interfere with the work in progress on site and that interruptions are kept to a minimum.

16.6. Payroll Deductions

- (a) For the purpose of payroll deduction; each employee covered by this Agreement who is a Union member will be asked to sign an authorisation, if they have not already done so. The Company agrees to the payroll deduction of Union dues and to forward deducted dues to the Union each month, and shall continue to do so unless requested otherwise by the Union or the employee.

16.7. Access to the Workplace

- (a) An official of a Union covered by this Agreement may have access to the Company's premises, at any time, for the following purposes connected to this Agreement:
 - (i) to represent employees under any term of this Agreement which creates a right to representation;
 - (ii) to deal with disputes and represent employees under the dispute resolution procedure set out in this Agreement;
 - (iii) to represent employees and meet with the Company about the negotiation of a replacement Agreement;
 - (iv) to attend induction meetings for new employees of the Company; and
 - (v) for any other purpose connected to the relationship between the Union and the Company.
- (b) Officials will not unduly hinder the productivity of the workplace. The Union can, by agreement, hold paid meetings of Union members for the purposes associated with this Agreement identified above. Management will not unreasonably withhold agreement to paid meetings of Union members.

- (c) However, nothing in this clause provides an official of the Union with a right to enter premises for a purpose which is within Part 3-4 of the Act 2009.

16.8. Leave for Site Union Responsibilities and Training

- (a) Leave of absence granted for any purpose pursuant to this clause, shall count as service for all purposes of this Agreement.
- (b) Each employee on leave for any purpose approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation, shift loading and any all-purpose allowances, which otherwise would have been payable.
- (c) An employee on night or afternoon shift who is granted paid leave pursuant to this clause to attend training, meetings or other activities during any period outside their ordinary rostered shift, shall be granted leave for all the hours in the day and shall not be required to attend or perform their rostered shift.
- (d) An employee may be required to provide evidence of attendance at the course, meeting or activity to the Company's reasonable satisfaction in order to qualify for payment of leave.

16.9. Leave for Union Responsibilities

- (a) The Company recognises that some employees and Union delegates are on occasion nominated or elected to fulfil roles within the Unions covered by this Agreement. The nature of these roles usually involves attending Union committee of management and executive meetings, or specialist committee meetings on an infrequent basis and associated duties.
- (b) The Company agrees that such representatives will be granted paid leave during normal working hours at the written request of the relevant district secretary to fulfil their Union duties, on an as needs basis.

16.10. Trade Union Training

- (a) The parties recognise that workplace harmony and productivity can be diminished by an ineffective and unskilled approach to industrial relations. Accordingly, it is agreed that Trade Union Training for delegates will take place in order to provide Union delegates with the skills and knowledge required to address this important issue.
- (b) A Union delegate is entitled to, and the Company must grant, up to five days paid leave during normal working hours each year to attend Trade Union courses including courses which are directed at the enhancement of the operation of the dispute resolution procedure in this Agreement and regarding the operation of this Agreement, the Award and the Act 2009.
- (c) A delegate who participates in training under this clause shall be deemed to have used the equivalent amount of their entitlement to Dispute Resolution Training Leave under the award, on a day for day basis.

- (d) The Union must give the Company six weeks' notice, or such shorter period of notice as the Company may agree to accept, of the delegate's intention to attend such courses and the amount of leave to be taken.
- (e) The notice to the Company must include details of the type, content and duration of the course to be attended.
- (f) The taking of such leave must be arranged having regard to the operational requirements of the Company so as to minimise any adverse effect on those requirements: however, the Company will not unreasonably refuse to grant leave on operational grounds.

16.11. ECC Training Provisions

- (a) All ECC representatives will be entitled to a minimum of five days paid leave during normal working hours, to attend Union training courses on ECC skills. An ECC representative shall be entitled to this training on a once off basis at the time they become a member of the ECC. In addition to initial ECC training as set out in this clause the ECC may arrange for agreed refresher or advanced ECC training as the need arises.
- (b) Training will be carried out during normal working hours and participants will be paid at their usual rate for that time.
- (c) Where it is appropriate, management ECC representatives will be able to participate in joint ECC training. However, management participation in ECC training may only occur with the consent of the Union and employee representatives. Management participation in joint ECC training will only be appropriate where Employee ECC representatives have previously participated in appropriate ECC training, as determined by the CFMEU, before participating in joint training with management ECC representatives.
- (d) ECC Training Leave shall be in addition to any other training leave entitlement outlined in this Agreement or in any applicable Award.

Part 3 – Conditions of Employment

17. Employment and Probation

17.1. Employment Relationship

- (a) All employees except those engaged on special work or as casual employees shall be employed on a weekly engagement subject to the following terms.
 - (i) An employee shall perform such work as the Company requires on the usual day and within the prescribed hours.
 - (ii) Where an employee holds a supervisor or team leader position, the Company may reduce their rate of pay, if they are no longer required to perform those higher duties as a result of disciplinary action, following expiration of seven days' notice of transfer to a lower grade of work.
 - (iii) The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent within the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
 - (iv) 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 properly trained in the use of such tools and equipment.
 - (v) Any direction issued by the Company pursuant to subclauses 17.1 (a) (iii) and (iv) shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

17.2. Probationary Employment

- (a) All new employees shall be employed on a three month probationary period. During this period employees will be required to undergo a formal induction and training process.
- (b) During the probationary period an employee's employment may be terminated for a reason or reasons connected with the employee's capacity or conduct.
- (c) The employment may be terminated at any time during the probationary period by either party giving one weeks' notice or payment in lieu of notice prior to the completion of the probationary period. To remove any doubt, one week's notice shall be provided / required during the probationary period on either side or by the payment of or forfeiture of one week's wages in lieu of notice as the case may be.
- (d) At the satisfactory completion of the three month period the employee's ongoing full time employment in accordance with the terms of this Agreement will be confirmed. It is agreed that performance of probationary employees will be regularly reviewed during the three month probation period and employees will be provided with appropriate feedback, counselling and where necessary additional assistance. Employees will be paid rates of pay, as contained in this Agreement during the probation period and service shall be recognised from their commencement date for

all entitlements and provisions.

- (e) If at the end of the probationary period an employee has not attained the required standards and the level of competency scope exists, the Company may seek to extend the probationary period through consultation with the employee.
- (f) Where Management has failed to provide the appropriate induction and training for new employees during their probation period, (and such failure is not due to circumstances beyond the control of Management) the employee's permanent status shall be confirmed at the conclusion of the three months.

18. Types of Employment

18.1. Continuous Shift Employees

- (a) Continuous shift employees are those who work on a 7-day week roster as per clause 63, definitions. .

(b) Annualised Wages

- (i) The annualised waged structure for the continuous shift employees includes, but not limited to normal hours, shift allowances, penalty shifts, shift change overs, leave loading, public holidays, public holiday penalties and a general allowance.
- (ii) The general allowance is comprised of factors such as annualised overtime and other allowances that may form part of this role.
- (iii) The Company completes an annual review of the annualised wage formula and employee's wages to ensure that employees remain better off overall.
- (iv) An employee can request a copy of this review to compare to the weekly wage structure outlined within this Agreement through Payroll.
- (v) Continuous shift employees are entitled to annual leave as per Clause 33.2.

(c) Time Off in Lieu

- (i) Subject to the following provisions, time off in lieu of payment for over-time may be taken by an employee by agreement.
- (ii) The amount of time off shall be calculated on the basis of the appropriate penalty rate.
- (iii) The time period off shall be taken during ordinary working hours within one month of the work being performed.

(d) Absences from Duty

- (i) Where an employee on an annualised wage is absent from duty, the employee shall, for each day absent, lose average pay for that day by dividing the average weekly wage rate by five.

- (ii) An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof the employee is absent calculated at the employee's hourly rate.

(e) Rates for Saturday, Sunday and Public Holidays

- (i) Ordinary hours of work and ordinary shifts, the major portion of which is worked:
 - on a Saturday, shall be paid at time and a half,
 - on a Sunday at double time and
 - on Public Holidays at double time and a half.
- (ii) Such extra rate shall be in substitution for shift allowances as prescribed in clause 28.3.

18.2. Part-Time Employment

- (a) While operational needs and efficiencies will be a key consideration, the Company may enable the ability to engage part-time employees within our workforce as an attraction and retention strategy.
- (b) The Parties reaffirm their commitment to the principles and intent of achieving full time employment for all employees covered by this Agreement.
- (c) The Parties further recognise that in order to meet the requirements of the business part-time employment may be offered to accommodate such requirements.
- (d) The following provisions shall apply to the engagement of part-time employees:
 - (i) The agreed weekly and daily ordinary hours of work once determined shall not be altered without the written consent of the employee.
 - (ii) A part-time employee shall be employed for not less than 8 hours or in excess of 32 hours per week.
 - (iii) A part-time employee shall be paid for each hour worked 1/38th of the weekly wage prescribed by this Agreement for the grade of work performed.
 - (iv) Subject to sub-clause 18.2 (d) (v) of this clause a part-time employee required to work in excess of their ordinary hours, on any day, shall be paid overtime in accordance with clause 30 of this Agreement.
 - (v) A part-time employee who agrees to work in excess of the agreed weekly hours within the spread of hours established for the area shall receive payment at ordinary rates up to 38 hours worked. Where a part-timer's ordinary hours include weekend work (inclusive of appropriate penalties) those ordinary hours are to be counted towards the total of 38 hours worked at ordinary time in a week.

- (vi) A part-time employee who works on weekends or Public Holidays shall be paid penalty rates in accordance with clause 31 of this Agreement.
- (vii) Part-time employees will be entitled to all conditions of this Agreement in proportion to all ordinary hours worked.
- (viii) Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.

18.3. Part-Time Work relating to Parental Leave

- (a) Entitlement with the agreement of the Company and in reference to the Act:
 - (i) An employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
 - (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (b) **Nature of Part-Time Work**
 - (i) The work to be performed part-time need not be the work performed by the employee in their former position but shall be work otherwise performed under this Agreement.
- (c) **Extension of Hours of Work**
 - (i) The Company may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with this clause and clause 18.2 and clause 28.
- (d) **Replacement Employees**
 - (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause.
 - (ii) Before the Company engages a replacement employee under this clause, the Company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

18.4. Casual Employment

- (a) The Parties reaffirm their commitment to the principles and intent of achieving full time employment for all employees covered by this Agreement. The Parties further recognise that in order to meet the requirements of the business casual employment may be offered to accommodate such requirements.
- (b) A balanced mix of casual and permanent employees supports the flexibility for maintaining mill operations and meeting market demands. This balance will be

monitored by the parties to prevent an over-reliance on casual labour, while aiming to maintain core full-time employees.

- (c) The following provisions shall apply to the engagement of casual employees.
- (i) A casual employee shall be paid per hour 1/38th of the weekly wage rate prescribed by this Agreement for the grade of work performed plus a loading of 25 per cent.
 - (ii) A casual employee who is engaged in excess of 30 hours per week continuously for a three-month period shall be offered to become a full time weekly employee and shall be entitled to long service leave entitlements as from the commencement of their casual employment date.
 - (iii) A casual employee who works in excess of the ordinary hours fixed for weekly employees on any day (refer to clause 28), shall be paid at the appropriate overtime rate provided for in clause 30 on the casual employee's actual rate of pay.
 - (iv) A casual employee engaged for a part of any day shall be entitled to a minimum of four hours pay per day whether required to work for four hours or not.
 - (v) A casual employee may apply for a full-time position with the Company should a vacancy occur. The casual employee shall have preference of employment for the vacant position over external applicants subject to, the casual being able to perform the duties required or undertake training to acquire the skills required to fill the vacant position in a period acceptable to the Company.

18.5. Contractors and Labour Hire Workers

(a) Wages and Conditions

- (i) The Company must ensure the wages and conditions of contractors' and labour hire workers are no less favourable than those provided for in this Agreement for employees performing comparable work. The Union may request the Company to provide written evidence to verify.

(b) Consultation

- (i) The Company can engage contractors or labour hire companies to perform work covered by this Agreement on an as needs basis, while ensuring that the use of contractors or labour hire is not detrimental to employees covered by this Agreement.
- (ii) The Union may request the following information and, if requested, the Company will inform the Union of:
 - (a) the name of the proposed contractor(s) or labour hire Company or companies;
 - (b) the type of work covered by this Agreement proposed to be given to the contractor(s) or labour hire Company or companies;

- (c) the approximate number of persons the proposed contractor(s) or labour hire Company or companies may engage to perform work of the kind covered by this Agreement;
- (d) the likely duration of the contract or labour hire arrangement,
- (e) proposed arrangements for the work health and safety of contractors, labour hire workers and employees covered by this Agreement;
- (f) proposed alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire; and
- (g) proposed arrangements for inductions and facilities in the workplaces covered by this Agreement for contractor and labour hire workers.

18.6. Trainees, Scholarships and Cadetships

- (a) A trainee, scholarship holder or cadet shall be paid the appropriate rate of pay for the grade skill level that training is being undertaken to reflect the off the job training component undertaken with their employment with the Company.
- (b) Trainees, scholarship holders and cadets will receive all the benefits and obligations of this Agreement including full access to wage increases and superannuation.
- (c) Trainees, scholarship holders and cadets may be engaged as part-time employees.
- (d) Existing employees shall not be displaced from employment by trainees, scholarship holders and cadets.

18.7. Apprentices

- (a) The Company shall comply with the supervision ratio as specified by the South Australian Skills Standards under the South Australian Skills Act 2008.
- (b) The Company will review its apprentice needs on a yearly basis.
- (c) An apprentice shall be paid at the rate applying prior to undertaking an apprenticeship or the immediate skill level below the trade skill level for which the apprentice is undertaking training to achieve, whichever is the greater of the two.
- (d) An internal employee successfully appointed into an apprenticeship will not incur a loss of pay if the employees' current base rate of pay as per this Agreement, is higher than that of the apprentice rate.
 - (i) The employee will maintain their base rate of pay until the applicable apprentice level rate is higher.
- (e) Apprentices may be engaged as part-time employees.
- (f) Where an apprentice is required to attend block release training for training identified in their training contract, and such training requires and overnight/s stay, the Company must pay for the excess travel costs in attending such training. Excess travel

costs include transport costs (fares, petrol, etc.) meals and accommodation.

- (g) Where the Company does not directly pay for excess travel costs, they will be reimbursed to the apprentice in the pay period following the apprentice's advice to the Company of the amount of excess travel costs incurred.
- (h) Apprentices incurring excess travel costs when attending day release training will have those excess costs reimbursed on the next pay day. Excess travel costs mean travel costs which exceed those normally incurred by an apprentice when travelling from their usual residence to and from work.
- (i) Excess travel costs payable under subclause 18.7 (h) above, may be offset by an amount received by an apprentice for travel costs through a Government apprentice assistance scheme.
- (j) Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred by an employee in connection with training under the training contract, must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship of the relevant stage of apprenticeship.
- (k) Time spent by an apprentice in attending any off-the-job training and assessment is to be regarded as time worked for the employer for the purposes of calculating the apprentices' wages and determining the apprentice's employment conditions.
- (l) To avoid doubt, the competency based waged progression and other apprentice provisions of the Award incorporated in this Agreement apply except where inconsistent with this clause.
- (m) The Company requiring an apprentice to work overtime shall pay to such apprentice double the rates for such overtime (with the exception of Public Holidays where clause 31.4 of the Agreement shall apply):
 - (i) provided no apprentice shall be required to work overtime for more than eight hours in any one week, or
 - (ii) more than sixteen hours in any four weeks, and
 - (iii) provided that such overtime shall not prevent the apprentice attending trade school.
- (n) Apprentices will receive all the benefits and obligations of this Agreement including full access to wage increases and superannuation.
- (o) Apprentice Percentages
 - (i) A maintenance apprentice shall be paid no less than the following percentages of the prevailing workplace C10 rate of pay, as per Schedule A.3:

Year of Apprenticeship	Pay Percentage % of Level C10
First	80%
Second	85%
Third	90%
Fourth	95%

- (ii) A saw doctor apprentice shall be paid no less than the following percentages of the prevailing Saw Doctor Level 1 rate of pay as per Schedule A 3:

Year of Apprenticeship	Pay Percentage % of Level Saw Doctor Level 1
First	80%
Second	85%
Third	90%
Fourth	95%

- (iii) A Wood Machinist apprentice shall be paid no less that the following percentages of the prevailing workplace Timber Group Level 5 rate of pay, as per Schedule A.3:

Year of Apprenticeship	Pay Percentage % of Level 5
First	83.5%
Second	88.3%
Third	93.4%
Fourth	98.5%

- (p) In this Agreement unless the contrary intention appears, wood machinists are defined as:
- (i) Machinist A Grade means a tradesperson wood machinist who has served the prescribed apprenticeship to wood machining or an adult by reason of training for four years or more and experience is, at the time of engagement or subsequent thereto, deemed by the Company to be capable and is willing to perform the work of a tradesperson wood machinist even though such

employee does not set up and/or grind knives and cutters.

- (ii) Machinist B Grade means an adult employee other than a tradesperson, operating and setting up and/or grinding the knives or cutters of a Planer (one or two heads) other than box, a Planer, box (less than four heads), Router (working with templates, dies, jigs or fences).

19. Termination of Employment

- 19.1. Subject to the provisions of clauses 17.2, 20, 21 and 22, the following provisions relating to termination shall apply:

(a) Notice of Termination by the Company

- (i) In order to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Up to 1 year	1 week
More than 1 year and up to the completion of 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
More than 5 years	4 weeks

- (ii) In addition to the notice in subclause 19.1 (a) (i), employees over 45 years of age at the time of giving notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subclause 19.1 (a) (i) shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time worked during the period of notice had employment not been terminated shall be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual employees, apprentices, trainees or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by clause 32.1 of this Agreement.

(b) Notice of Termination by Employee

- (i) The notice of termination required to be given by an employee shall be as per the following:

Period of Continuous Service	Period of Notice
Up to 1 year	1 week
More than 1 year and up to the completion of 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
More than 5 years	4 weeks

(c) Termination following Parental Leave

- (i) Any termination entitlements payable to an employee whose employment is terminated while working part time following parental leave, or while working full time after transferring from part time work following parental leave, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part-time employee on a pro rata basis.

(d) Time off During Notice Period

- (i) Where the Company has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

(e) Statement of Service

- (i) The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

20. Summary Dismissal

- 20.1. Notwithstanding the provision of subclause 19.1 (a) the Company shall have the right, following appropriate investigation of the incident, in accordance with established agreed procedures, to dismiss any employee without notice for conduct that justifies instant dismissal, and in such cases the wages shall be paid up to the time of dismissal only.

21. Abandonment Of Employment

- 21.1. Notwithstanding anything elsewhere contained in this clause:
- (a) The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and notification to the employer shall be prima facie evidence that the employee has abandoned the employment.
 - (b) Provided that if within a period of fourteen days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned the employment and the Company is entitled to summarily terminate the employee's employment in writing.

22. Stand Down of Employees

- 22.1. The Company may deduct payment for any full day the employee cannot be usefully employed due to any strike, breakdown of machinery, or other stoppage of work, for any reasonable cause subject to the following provisions:
- (a) The onus of proving reasonableness of the causes shall be on the Company.
 - (b) Where a stand-down continues beyond one week, the employee may terminate the employment without notice or forfeiture of a week's wages.
 - (c) The Company advises the Union office of the commencement time and possible duration of the stand-down.
 - (d) Subject to any employee being ready, willing and available to work, nothing in this clause shall authorise deduction of payment for any time lost because the employee is prevented from working on account of rain, hail, snow, flood or bushfire or on account of a shortage of logs when such shortage is due to rain, hail, snow, flood or bushfire.

23. Emergency Provisions

- 23.1. If through no fault of its own the Company is subjected to restriction or rationing in the use of electric energy and/or coal gas and/or emergency disconnection thereof in accordance with orders, regulations or notices approved by the lawful authority the following provision shall apply:
- (a) If by any reason of such restriction, rationing or disconnection the Company is unable to usefully employ an employee for the whole or part of any day or shift the Company may deduct from wages of that employee payment for any part of the day or shift such employee cannot be usefully employed provided that:
 - (i) If the Company requires the employee to attend for work but is not able to be employed usefully the employee shall be entitled to be paid for two hours' work;

- (ii) Where an employee commences work they shall be entitled to be paid for four hours' work.
- (b) This clause shall not apply to apprentices.

24. Redundancy Provisions

24.1. Application and Definition

- (a) These provisions shall apply to all employees covered by this Agreement in respect of changes in employment of an employee(s) by reason of:
 - (i) A general downturn in activities brought about by a decline in market demand or unavailability of resources or materials;
 - (ii) Restructuring of operations and major reorganisation of work systems or staffing levels;
 - (iii) Mechanisation or technological change.
- (b) A position becomes redundant where the Company no longer needs an employee's role to be done by anyone, and this is not due to the ordinary and customary turnover of labour.
 - (i) "Retrenchment" shall mean the termination of employment as the result of redundancy where alternative employment as defined in clause 24.6 is not available or re-training appropriate.
 - (ii) The Parties agree that termination benefits in excess of the relevant Agreement provisions will only be payable in circumstances of retrenchment and that no retrenchment shall apply where alternative comparable employment is offered by the Company in accordance with clause 24.6 or where an employee is terminated for reasons other than those specified in clause 19.1.

24.2. Shut down of All or Part of a Mill

- (a) Where the Company has made an in principle decision to shut all or part of a mill resulting in the redundancy of the employees in that mill or part of the mill they will consult with employees in accordance with the Major Change (Clause 9) consultation provisions of this Agreement and, in addition, the Company will use its best endeavours to give affected employees no less than 3 months' notice of the proposed shut and any need for alterations to rosters or shifts which arise from that shut.

24.3. Consultation and Selection Process

- (a) In determining the employees to be retrenched the Company will consult with Representatives chosen by the affected employee(s), and the ECC. Decisions will wherever possible, be made by consensus however where consensus cannot be reached Managerial responsibility and prerogative will prevail. The selection criteria will be primarily based on the following:

- (i) Skill and versatility.
 - (ii) Equal Employment Opportunity.
 - (iii) Ability to transfer to other locations.
 - (iv) Length of service (i.e. the shortest-term employee shall be considered).
 - (v) Voluntary Retrenchments (based upon skill needs).
- (b) All Parties will adhere to the requirements of the Return to Work Act 2014 (SA) as amended in relation to employees suffering work related incapacities and disabilities.
 - (c) Unless agreement is reached between the Company and affected employees and their chosen representatives, casual employees will not be retained in preference to permanent employees who are to be retrenched where work arrangements being carried out by casual employees can be reorganised so that a full-time employee(s) can be retained to carry out such work.
 - (d) Voluntary retrenchment may be permitted under this Agreement. Requests for voluntary retrenchment will be considered as part of the processes described above.

24.4. Period of Notice

- (a) The Company will consult with employees and their chosen representatives at the earliest opportunity should the circumstances provided for in clause 24.1 arise. The Company will endeavour to give no less than two (2) months' notice of pending redundancy.
- (b) The Company will provide an itemised statement of all retrenchment payments, if any, due to an employee who is under notice of retrenchment. The employee will receive this within seven (7) days of receiving notice of retrenchment.
- (c) The Company will give a minimum of four (4) weeks formal notice or pay in lieu of notice to employees affected by retrenchment.
- (d) Employees over 45 years old with a minimum of 2 years' service will receive an additional one (1) week formal notice of pay in lieu of notice.
- (e) The Company shall not, within a period of twelve (12) weeks prior to any retrenchments, knowingly transfer an employee into a position which is to become redundant.

24.5. Employees under Notice

- (a) An employee who has been given formal notice of retrenchment may, with the agreement of the Company, elect to resign prior to the effective date of the employee's retrenchment notice. In such cases, any payments arising under this Agreement will be calculated to the date the resignation takes effect. The Company shall not unreasonably withhold agreement. The employee will not be entitled to the balance of the unexpired notice but will be entitled to the benefits prescribed under clause 24.15.

24.6. Alternative Position

- (a) Where the Company has made positions redundant for the reasons set out in clause 24.1, the Company will attempt to place any employee(s) in a position comparable in capacity or character. This is a position which is at the same classification level, which does not entail a change significant enough in capacity or character to be unreasonable in the circumstances of the employee's skills and abilities.
- (b) Where the Company on account of redundancy, offers an employee a position which is not a comparable position as described above, the following shall apply:
 - (i) Where the employee is offered employment a one-month trial period shall be allowed during which the employee can decline the offer.
- (c) Where the employee is offered employment at a different location a three (3) month trial period shall be allowed during which the employee can decline the offer. If the employee declines the offer within the trial period, the employee will be retrenched as per this Agreement. Prior to the expiration of the trial period the employee will be consulted with concerning the suitability of the employment with attempts to be made to address any of the employee's concerns. The Company will contact the employee one week before the trial period expires to determine the acceptance or otherwise of the position. The trial period will continue until the Company has made such contact. At this time the employee can accept the position and will have no entitlement to a retrenchment payment.

24.7. Wage Rate Maintenance in Alternative Positions

- (a) Employees who are placed into a position within the Company at a lower classification level will maintain the rate of pay of their previous classification, subject to employees accepting a reasonable offer of alternative employment occurring above their transitional, and at or between their previous classifications.
- (b) Employees who refuse to accept reasonable offers will revert to the classification pay level of the position they are placed in.

24.8. Time to Attend Interviews if no Alternative Position

- (a) In the case of an employee who is to be retrenched, the Company shall make every endeavour to assist the employee to find suitable employment. From the time an employee receives notice of retrenchment and up to the date of termination, a reasonable amount of time off work will be granted to the employee without loss of the employee's ordinary time rate of pay to attend employment interviews, provided that if proof of the interview is required by the Company such proof will be given.
- (b) The Company shall give to the employee, not later than the time of termination, a certificate of service in writing indicating the period of the employee's employment, list of duties carried out, training details and the reason for termination, and on the request of the employee provide a written statement of service.

24.9. Re-Employment

- (a) Within the 12-month period of the retrenchment date, employees who are retrenched by the Company may apply for any subsequent externally advertised vacancies and such employees shall receive priority of consideration for re-engagement in classifications for which they have the appropriate skills.

24.10. Personal Leave on Re-engagement

- (a) If an employee's service is terminated by the Company by reason of redundancy and is re-engaged by the Company within a period of six months the employee's unclaimed personal leave shall continue from the date of re-engagement. In such a case the employee's next year of service will commence after a total of twelve months has been served with the Company excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment as the case may be.

24.11. Continuity of Service

- (a) Employees who are re-employed within 12 months of their termination shall be deemed not to have broken their continuity of employment for the purposes of the Agreement, but the period of absence shall not be counted as service.
- (b) If after re-engagement, an employee's services are terminated for any reason either by the Company or the employee, the employee shall not receive payments for any entitlements (i.e. long service leave and redundancy) for which the employee has previously received payment on account of redundancy made in accordance with this clause or, where relevant, any similar agreement or arrangement which may have preceded this clause.

24.12. Long Service Leave

- (a) Entitlement to Long Service Leave or payment in lieu thereof shall be determined in accordance with clause 44 of this Agreement with the exception that the qualifying period will be reduced to five years for pro-rata calculations.

24.13. Personal Leave

- (a) Personal leave entitlements accrued to an employee shall be paid on termination up to a maximum payment of 152 hours. Previous Government Personal leave entitlements banked by former 'made available' employees are excluded from this arrangement.

24.14. Superannuation

- (a) Superannuation benefits will not be limited or offset against severance payments provided by this clause.

24.15. Retrenchment Payments

- (a) Employees with more than three months service shall be paid retrenchment payments as follows:
- (i) Three weeks' pay per year of service (pro-rata for completed months) with no employee to receive less than a minimum of four weeks retrenchment pay on the actual day the termination is to take effect. This four-week minimum applies with respect to the sum of entitlements under this clause and clause 24.4 (c) only.
 - (ii) A week's pay shall mean an employee's ordinary time rate of pay applying at the time of receiving notice. This rate of pay shall exclude penalty payments and shift loadings.
 - (iii) The payments provided for in this clause shall not exceed a maximum of 104 weeks' pay.
 - (iv) For example, an employee with 8.5 years' service would be eligible for 25.5 weeks retrenchment / severance pay.

	8 years	x	3.0 weeks per year	=	24 weeks
Plus	6 months	x	0.25 weeks per/ month	=	1.5 weeks
			Total	=	25.5 weeks

24.16. Extra Travel

- (a) Employees who accept an alternative position at a different Company location shall be paid all costs associated with reaching and returning from their relocated position for three months. This will include:
- (i) Payment from the Company at ordinary time rates for any extra time reasonably spent in additional travel;
 - (ii) Payment from the Company for any additional fares reasonably incurred in extra travel;
 - (iii) Where employees with the approval of Management use their own vehicle to travel to and from the relocated position, the Company will pay an allowance as per the relevant Award for any additional kilometres of extra travel. Car sharing will be utilised wherever possible.
- (b) After the first three months the assistance will be reduced to 50% for the next nine months after which it will cease.
- (c) No reimbursement of additional fares or private motor vehicle costs will be made where the Company provides transport from the original site to the new site except where authorised by local Management. Circumstances where reimbursement may be authorised shall include such things as callouts of working overtime where the transport is not available.

24.17. Benefits in the Event of Death

- (a) Should an employee under notice of retrenchment die, prior to the nominated date of termination, all benefits of this clause to which such employee was entitled shall be paid to the Trustee of the estate of the employee in the same manner as any other outstanding payments due.

24.18. Redundancy Services

- (a) As part of the severance benefit payable to each employee in addition to minimum severance pay and notice entitlements set out elsewhere in this Agreement, the Company will provide support services for redundant employees at a level consistent with the currently agreed arrangement between the Company and the Unions. These services may include:
 - (i) Pre-closure meetings
 - (ii) Pre-employment services
 - (iii) Job search assistance
 - (iv) Liaison with Centrelink
 - (v) A site skills audit
 - (vi) Financial services
 - (vii) Retirement planning
 - (viii) Assistance with new employment or setting up a small business
 - (ix) Training
 - (x) Mentoring services.

25. Equal Employment Opportunity (EEO)

- 25.1. The Company is committed to providing equal employment opportunities to all employees and applicants for employment.
- 25.2. The Company will comply with all relevant legislative requirements and will complete mandatory reporting in line with the Workplace Gender and Equality Agency (WGEA). WGEA reporting requirements require employees being made aware of the reporting submission, which is available to employees to access if requested.
- 25.3. The Company will also provide regular training and refresher training to managers and employees on the Company EEO Policy to ensure a comprehensive understanding and adherence to these principles. The EEO Policy covers bullying, discrimination, harassment and victimisation.

- 25.4. In fulfilling their obligations under this Agreement, the parties must make every endeavour to ensure that neither the Agreement nor its operations is directly or indirectly discriminatory in its effects.

26. Wages and Related Matters

26.1. Wage and Allowance Rates

- (a) This Enterprise Agreement will provide a wage and work and expense related allowance increase of:
- (i) 4.0% payable from the first full pay period on or after the 1st October 2024; and
 - (ii) 3.5% payable from the first full pay period on or after the 1st October 2025.
- (b) These wage increases are reflected in the wage and allowances schedule as per Schedule A.
- (c) The wage and allowance increases will be applied in full to all employees (including employees on supported wages and apprentices). Casual and part time employees will receive the full amount in proportion to the amount of hours worked.

26.2. Wages for Employees with Disabilities

- (a) Where this is being considered the level of wages will be subject to agreement between the Parties and consistent with the Supported Employment Services Award 2020.

26.3. Higher Duties

- (a) An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift the employee shall be paid the higher rate for the time worked.
- (b) For the purposes of this clause the work carrying a higher rate need not be performed during a continuous period but shall be based on the aggregate of the time worked during a particular day or shift.

26.4. Transfer or Directive to Work in a Different Role

- (a) Where an employee is directed by the Company to be transferred or to perform a role classified at a lower rate than that at which the employee is usually employed, the employee shall be paid their ordinary rate of pay.
- (b) If an employee is on a higher rate and they are successful for an internal vacancy or the employee requests a transfer, to a role of a lower rate, the employee will be reclassified to that lower rate.

26.5. Payment of Wages

- (a) All wages shall be paid weekly except where agreement is reached between the Company and the majority of employees in the workplace, when wages may be paid weekly, fortnightly or four weekly. Agreement in this respect may also be reached between the Company and an individual employee.

26.6. Method of Payment

- (a) Wages shall be paid by electronic funds transfer (EFT) into the employee's bank (or other recognised financial institution). Agreement in this respect may also be reached between the Company and an individual employee.
- (b) Where wages are to be paid via EFT to the employee's bank account, wages shall be made available for employee's withdrawal no later than the close of business, from the nominated bank, on the day such wages are due, being Thursday.

26.7. Late Payment Compensation

- (a) Where an employee's wages are unpaid for more than fifteen minutes after ceasing time on any pay day or for more than 2 hours after close of business where such wages are ordinarily paid by EFT, the employee shall be paid at overtime rates for three hours or until the hour of payment, whichever shall first occur if payment be made on the day of default, and if payment be not made on that day shall in addition be paid at overtime rates for all ordinary working hours between the end of the day of default, and the day of payment provided that this penalty shall not exceed payment as for 38 hours.
- (b) In the event that it can be shown that technical problems within the EFT system beyond the control of the Company prevent an employee from collecting their wages at the close of business at the nominated bank on the day such wages are due, the Company shall not be liable to pay the compensation prescribed in clause 26.7 (a) above provided the Company take immediate action to ensure such employee receives due payment or part payment by cash or, where agreed by other Australian legal tender and ensures that the employee receives due payment by 11.00AM the next day.

26.8. Details of Pay

- (a) On or prior to pay day the Company shall state to each employee in writing the following information:
 - (i) day of payment;
 - (ii) period covered by such payment;
 - (iii) the amount of wages for work at ordinary rates;
 - (iv) the number of hours paid at overtime rates and the amount paid;
 - (v) the nature and amount of all allowances paid;

- (vi) the nature and amount of deductions;
- (vii) any annual leave, public holidays or personal leave payments; and:
- (viii) the gross and net amount of moneys paid, and
- (ix) leave accruals.

27. Superannuation - General Entitlement

- 27.1. Employer Superannuation Contributions on behalf of employees covered by this Agreement shall be made into the Fund. In this clause, references to the Fund for all employees shall be the Fund selected in accordance with Superannuation Guarantee legislation (with the nominated default super Fund (“Default Fund”), being First Super.).
- (a) The Company will provide each employee with opportunity to nominate the Funds via a Superannuation standard choice form.
 - (b) If the employee fails to nominate a Fund the Company shall request the employee’s stapled superannuation details from the Australian Taxation Office. If the employee does not have a stapled superannuation Fund, the Company shall make the required contributions to the Default Fund.
- 27.2. All Company contributions will be made, as a minimum, on a monthly basis to the Fund nominated by the employee, or the Default Fund if the employee has not nominated a Fund. This includes all contributions made in accordance with this Agreement, and any other Company or employee contributions, including those made under wage sacrifice arrangements.
- 27.3. The Company must make superannuation contributions in respect of the employees covered by this Agreement regardless of age or income, in accordance with this clause.
- 27.4. The Parties agree that the Company must make contributions on behalf of each Employee of an amount no less than that specified pursuant to the Superannuation Guarantee (Administration) Act 1992.
- 27.5. Contributions to the Fund will continue to be paid during an employee’s absence from work due to paid leave of any kind including Long Service Leave and paid Parental Leave, or where the employee is receiving workers compensation or workers’ compensation make-up payments. For the avoidance of doubt, income protection insurance payments will not be considered paid leave for the purposes of this clause.
- 27.6. In all pay advice the Company gives to its employees, the Company will include:
- (a) a shortened description of the name of the Fund to which the Company has contributed on behalf of the employee; and
 - (b) the amount of the Company’s contributions paid in accordance with this clause.

28. Hours of Work

28.1. Ordinary Hours of Work

- (a) Ordinary hours of work shall be worked as agreed in accordance with business needs, major change consultation, or in the absence of agreement in accordance with clause 28.2.
- (b) Different methods of implementation of a 38 hour week including working shifts may apply to various groups or sections of employees in the Company. Ordinary hours of work shall not exceed 152 hours within a work cycle of four weeks.
- (c) Where agreement exists, ordinary hours can be worked on any day of the week, Saturday and Sunday inclusive. Electricians employed prior to 1997 will not be forced to work in accordance with this subclause unless they agree to do so.
- (d) The usual starting and finishing times once fixed may be altered as agreed between the Company and the majority of employees directly affected.

28.2. Hours of Work Definitions

- (a) "Day Shift" means any shift commencing after 6.00 a.m. and finishing at or before 6.00 p.m.
- (b) "Afternoon Shift – 8 hour" means any shift finishing after 6.00 p.m. and at or before midnight.
- (c) "Afternoon Shift – 10 hour" means any shift finishing after 6.00 p.m. and at or before 3.00 a.m.
- (d) "Night Shift" means any shift commencing after 9.30pm (5.00pm for continuous shift employees) and finishing at or before 8.00 a.m.

28.3. Payment of Ordinary Shifts

- (a) Day Shift
 - (i) An employee whilst on day shift shall be paid at ordinary rates.
- (b) Afternoon Shift
 - (i) An employee shall be paid 15 per cent more than the ordinary rate whilst on afternoon shift.
 - (ii) 10 or 12 hour shift employees shall be paid a 30 per cent loading for normal hours worked after midnight and before 6am.
- (c) Night Shift
 - (i) An employee whilst on night shift shall be paid 30 per cent more than the ordinary rate.

- (d) If agreement is reached in accordance with the ECC (Clause 8), a system of averaging the shift allowances may apply.

28.4. Day Employee Changing to Shift Work

- (a) Where a day employee commences shift work at the instruction of the Company without seven days' notice (or the reduced period of 48 hours' notice where the transfer to shift work is necessitated by absenteeism) the Company shall pay time and a half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

28.5. Change of Rosters

- (a) Employees placed on a shift roster shall not have their roster changed by the Company without 48 hours' notice of such change or payment is made at time and a half rates for ordinary time worked until such 48 hours' notice would have expired. Such extra rate shall be in substitution for the shift allowance. The Company will provide a least seven days' notice wherever possible.

28.6. Termination of Shift

- (a) A shift employee shall be given seven days' notice of the cessation of shift work. If such notice is not given the appropriate shift allowance set out in clause 28.3 shall apply to ordinary time worked until such seven days' notice would have expired. The Company will provide as much notice as possible about a cessation of a shift.

28.7. Daylight Saving

- (a) Daylight saving hours are to be paid as worked, with no additional cost to the business. This clause excludes continuous shift employees. This means;
 - (i) At the start of daylight savings, when the clock is put forward one hour, an employee working the full affected shift will be paid 1 hour less per the ordinary shift rate.
 - (ii) At the end of daylight savings, when the clock is put back one hour, an employee working the full affected shift will be paid 1 hour more per the ordinary shift rate.

28.8. Meal Breaks

- (a) A time and method as may be agreed upon, shall be allowed for a lunch break provided that an employee shall not be required to work more than five ordinary hours without a break for a meal.
- (b) Where the ordinary hours of work are worked on the basis of four days of eight ordinary hours each and one day of six ordinary hours in a weekly work cycle by agreement between the Company and the majority of employees concerned, the six ordinary hour day may be worked without a lunch break.

- (c) Where a shift roster provides for continuous shifts over 24 hours of the day a 20 minute paid crib break shall be allowed to shift workers each shift which shall be counted as time worked. Such crib shall be taken at a time and in a method agreed upon between the Company and the employee or majority of employees concerned so as to meet the needs of the site.
- (d) All work done during an employee's lunch break shall be paid for at double time rates of pay. Thereafter until a lunch break is allowed time and a half rate shall be paid.

For Maintenance Employees

- (e) By agreement between the Company and the majority of maintenance employees in the site, a maintenance employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- (f) An employee employed as a regular maintenance person shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making effective use of time for plant breakdowns or upon routine maintenance of plant which can only be done while such plant is idle.

29. Paid Days Off (PDO)

29.1. Overview

- (a) Employees working a forty-hour week will accrue additional leave, with the final two hours of each week banked as PDO hours instead of overtime (applicable in designated departments).
- (b) These PDO hours accumulate as extra leave, which employees can utilise at their convenience, through the Company's leave process.
- (c) The structure in which PDO's vary within departments are defined in Schedule C.
- (d) PDO structures may be varied by agreement in accordance with the ECC (Clause 8) of this Agreement.

29.2. Banking of PDO's

- (a) Unless otherwise negotiated, eligible employees will be able to bank up to 192 earned PDO hours at any one time.

29.3. Notice of PDO's

- (a) In cases where, by virtue of employees in excess of 192 hours earned PDO's, an employee is required to take a PDO during the work cycle. The Company will schedule a PDO on behalf of the employee to meet Company requirements.

29.4. Payment for Work on a PDO

- (a) If, upon agreeance, an employee is called in to work during an approved PDO, the Company will credit the PDO hours back to the employee and pay them at the standard appropriate rates.

29.5. Payout of PDO Accrual on Termination

- (a) The Company shall pay an employee for any accumulated (as per clause 29.2) untaken PDO hours at time and a half when the employee leaves employment.

30. Overtime

- 30.1. The Company may require an employee to work reasonable overtime at overtime rates and such employee will work overtime in accordance with such requirements. For the purpose of this clause a reasonable amount of overtime will be deemed to be four hours per week. This clause will be applied in accordance with the requirements of the NES.

30.2. Payment for Working Overtime

- (a) All time worked by employees in excess of, or outside the ordinary working hours prescribed by this Agreement shall be paid as follows:
 - (i) If on continuous work; at the rate of double time.
 - (ii) If on other than continuous work, at the rate of time and a half for the first two hours on any one day and at the rate of double time thereafter.
 - (iii) In computing overtime each day's work shall stand alone.
 - (iv) Except in each case when the time is worked:
 - (a) By arrangement between the employees themselves; or
 - (b) For the purpose of effecting the customary rotation of shifts; or
 - (c) On a shift to which an employee is transferred on short notice as an alternative to standing down the employee in circumstances which would entitle the Company to deduct payment for a day in accordance with clause 22 of this Agreement.
- (b) When computing overtime the hourly rate shall be determined by dividing the appropriate weekly rate by 1/38th, even cases when an employee works more than 38 hours per week.

31. Penalties

31.1. Non-Cumulation of Penalties

- (a) The rates prescribed herein shall be in substitution for and not cumulative upon the shift allowances prescribed elsewhere in this Agreement.

31.2. Payment for Work on Saturdays

- (a) All work performed on a Saturday by weekly employees, on the instructions of the Company, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

31.3. Payment for Work on Sundays

- (a) All work performed on a Sunday shall be paid at the rate of double time.

31.4. Payment for Work on Public Holidays

- (a) All work performed on a Public Holiday shall be paid for at the rate of double time and a half.

31.5. Minimum Payment - Saturday, Sunday or Public Holiday

- (a) Where an employee is required to work on a Saturday, Sunday or Public Holiday such employee shall be afforded at least three hours' work or be paid for three hours at the appropriate rate. This does not apply when employees are requested to work additional hours at the end of their normal shift.
- (b) This clause excludes continuous shift employees.

31.6. Crib Breaks

- (a) An employee working overtime including overtime on a Saturday, Sunday or Public Holiday on the instructions of the Company, shall be allowed crib time of 20 minutes without deduction of pay after each four and one half consecutive hours of overtime worked if the employee continues to work after such crib time.
- (b) Unless the period of overtime is two hours or less, an employee shall be allowed a meal break of 20 minutes before starting overtime after working ordinary hours, which shall be paid for at ordinary rates.
- (c) The Company and an employee may agree to any variation of this provision to meet the circumstances of the work at hand; provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

31.7. Rest Period after Overtime

- (a) Fatigue Management Guidelines will be followed to aim for an employee to receive at least ten consecutive hours off duty between the work of successive days where reasonably practicable.
- (b) Where a ten hour break does not occur an employee (other than a casual employee):
 - (i) Will be released after completion of the additional work until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (ii) If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double time for such period until released from duty and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provision of this clause shall apply as if eight hours were substituted for ten hours when overtime is worked:
 - (i) For the purpose of change shift rosters; or
 - (ii) Where a shift worker does not report for duty and a day employee or a shift employee is required to replace such shift employee; or
 - (iii) Where a shift is worked by arrangement between the employees themselves. Approval is to be sought from their manager or at least Supervisor in these circumstances.

31.8. Meals and Allowances

- (a) An employee required to continue working for two hours or more after the conclusion of their normal shift without being notified the day before shall :
 - (i) either be supplied with a meal by the Company, or
 - (ii) be paid in accordance with the Meal allowance specified in Schedule A.2, Allowances for the first meal and for each subsequent meal after each further four hours' overtime where the employee is required to continue working after each four hours.
- (b) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid as above prescribed for the meal or meals provided.

31.9. Standing By

- (a) When an employee who is ready, willing and capable to attend for duty is required by the Company to be in readiness for a call back to work the employee shall, until released by the Company or notified of the requirement to attend for duty, be paid for

standing by time at ordinary rates from the time so held in readiness.

- (b) An employee under this clause shall be paid for a minimum of three hours work at the appropriate rate.

31.10. Call Back

- (a) An employee recalled to work overtime, after leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate for the call back.

Part 4 – Leave and Public Holidays

32. Continuous Service

32.1. Calculation

- (a) For the purpose of this clause service shall be deemed to be continuous regardless of:
 - (i) Any interruption or termination of employment by the Company if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence; or
 - (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Company; or
 - (iii) Any absence with reasonable cause, proof whereof shall be upon the employee.
- (b) In cases of personal sickness, accident or absence with reasonable cause the employee to become entitled to the benefit of this clause shall inform the Company in writing, if practicable, within 48 hours of the commencement of such absence of their inability to attend for duty, and as far as practicable the nature of the illness, injury or cause and the estimated duration of the absence.
- (c) Any absence from work by reason of any cause not specified in this clause shall not be deemed to break the continuity of service, unless the Company, during the absence or within fourteen days of the termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service.
- (d) In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the usual manner on the site and by posting to any representative chosen by the employees concerned a copy of such notification not later than the day it is posted up on the site.
- (e) A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the last recorded address, in which case it shall be deemed to have reached the employee in due course by post.
- (f) In calculating the qualifying period of continuous service any such absence as aforesaid shall not be taken into account except:
 - (i) Where not more than 28 days absence has occurred in the case of sickness or accident, or
 - (ii) Annual Leave or Long Service Leave is granted to the employee.

32.2. Provisions for Parental and Adoption Leave

- (a) This clause is to be read in conjunction with the Act and the Company's Leave Policy.
- (b) In relation to Parental and Adoption Leave, "Continuous Service" means service under an unbroken contract of employment and includes:
 - (i) Any period of leave taken as parental or adoption leave; or
 - (ii) Any period of part-time employment worked in accordance with this clause; or
 - (iii) Any period of leave or absence authorised by the Company.

32.3. Effect of Adoption Leave on Employment

- (a) Subject to this clause, notwithstanding any provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service.

32.4. Effect of Part-Time Employment on Continuous Service

- (a) Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

32.5. Successor or Assignee

- (a) Where the Company is a successor, an assignee or transferee of a business, if an employee was in the employment of the Company's predecessor at the time when the Company became such successor or assignee or transferee, the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the Company.

33. Annual Leave

33.1. Period of Annual Leave – Weekly Shift Employees

- (a) A period of 152 hours leave shall be allowed annually to a weekly shift employee. This leave will accrue on a monthly basis.

33.2. Period of Annual Leave – Continuous Shift Employees

- (a) Continuous shift employees who are rostered to work regularly on Sundays and Public Holidays, shall be allowed 38 hours leave in addition to the period of annual leave prescribed in clause 33.1 (a).
- (b) When an employee moves to a seven day shift, the additional 38 hours annually is applied on a pro-rata basis.

33.3. Annual Leave Exclusive of Public Holidays

- (a) The annual leave prescribed by this clause shall be exclusive of any of the public holidays prescribed by clause 47.1 of this Agreement.
- (b) If any such public holiday falls within an employee's period of annual leave and is observed on a day which would have been an ordinary working day, there shall be added to the period of the employee's annual leave, time equivalent to the ordinary time which the employee would have worked if such a day had not been a public holiday.
- (c) Where a public holiday as prescribed by clause 47.1 falls as aforesaid and the employee fails without reasonable cause, (proof whereof shall be upon the employee) to attend work at the ordinary starting time on the working day immediately following the last day of the period of annual leave the employee shall not be entitled to be paid for any such public holiday.

33.4. Time of Taking Annual Leave

- (a) Except where agreement is reached in accordance with the ECC (clause 8), annual leave shall be taken at a time agreed between the Company and employee.
- (b) The Company may close down the plant or a section thereof, for the purpose of allowing leave to employees in the plant or section or sections concerned in accordance with the following provisions:
 - (i) Unless otherwise determined by agreement as provided for through the ECC, the Company may, by giving not less than three months' notice to either close down for one period or for two separate periods.
 - (ii) Unless otherwise agreed between the Company and employees, where a close down is observed during the Christmas/New Year period the leave granted shall be not less than fourteen consecutive days, exclusive of public holidays, except that where an employee is not entitled to fourteen consecutive days leave at such close down, the employee may be granted leave then accrued.

33.5. Payment for Period of Annual Leave

- (a) Except as provided by clause 33.7, payment shall not be made or accepted in lieu of annual leave.
- (b) Each employee shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on annual leave during the relevant period, exclusive of any public holidays occurring therein.
- (c) Subject to clause 33.7, for the purpose of this clause and clause 33.7, wages shall include shift premiums according to roster or projected rosters including Saturday, Sunday or public holiday shifts, leading hand as well as First Aid, Electrical Certificate of Compliance, Emergency Warden, and Health and Safety Representative allowances where applicable.

- (d) If a rate change occurs whilst an employee is on a period of annual leave, the employee's annual leave pay will be adjusted and paid to the employee in the first full pay period following the resumption of work from annual leave.

33.6. Loading on Annual Leave

- (a) During a period of annual leave an employee shall receive a loading calculated on the rate of pay prescribed by clause 33.5, in the following manner:
 - (i) **Day Employees:** An employee who would have worked on day work only had the employee not been on leave shall receive a loading of 17 ½ per cent.
 - (ii) **Shift Employees:** An employee who would have worked on shift work had the employee not been on leave and who would not have been entitled to a shift premium or whose shift premium payable in accordance with clause 28.3 would have been less than 17 ½ per cent of the rate of wage specified in this clause shall receive a loading of 17 ½ per cent in lieu of the said shift premium. If the shift premium the employee would have received would have been in excess of 17 ½ per cent then the employee shall receive whichever is the greater.
- (b) The loading prescribed by this clause shall not apply to any public holiday occurring during a period of annual leave.
- (c) The loading prescribed by this clause shall, upon termination of employment for any reason, also apply in respect of leave not taken.

33.7. Proportionate Payment on Termination

- (a) After one month of continuous service, if an employee leaves or is terminated, they will be paid 2.923 hours of ordinary pay for each completed week of service, provided they haven't already taken leave for that time, as per clauses 21 and 33.5.

34. Personal/Carer's Leave

- 34.1. Personal/Carer's Leave is provided to support employees during genuine illness or when they need to care for an immediate family or household member. Leave can be taken in part-day increments.
 - (a) Each employee accrues 10 days personal leave regardless of shift configuration per annum for use either as Personal or Carer's leave. The 10 days is accrued (and credited) each year on an employee's anniversary date and is cumulative.
 - (b) For employees in their first year of service the 10 days is accrued on a pro-rata basis (i.e. accrued on a week by week basis).
 - (c) Employees are entitled to 2 days unpaid carer's leave for each occasion after the paid entitlement is exhausted, this leave is not cumulative.
 - (d) The employee can use their entitlement in any combination of the following ways:

- (i) Personal Leave; up to the full accrual for personal illness or injury.
 - (ii) Carer's Leave; up to the full accrual can be taken when an employee is required to provide care and support to a member of their immediate family or household.
- (e) An employee is entitled to use accumulated personal leave as paid carer's leave if the employee has used the current year's accrual.
- (f) In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.
- (g) An employee who has unused Government personal leave entitlements accrued whilst employed by Woods and Forest will have their balance shown on their payslip.

34.2. Evidence

- (a) An employee shall prove to the satisfaction of the Company, or provide proof (a medical certificate or statutory declaration) as agreed in accordance with the ECC, verifying the cause of the absence to attend for duty on the day or days for which personal leave is claimed.

34.3. Notification

- (a) An employee, or a person on behalf of the employee, is required to give notice of absence prior to the start of their ordinary working hours, as far as reasonably practicable, informing the Company of:
- (i) their inability to attend for duty;
 - (ii) their reason for the absence; and
 - (iii) the estimated duration of their absence unless it is impracticable to do so.
- (b) If circumstances change then the Company must be notified as soon as possible.

34.4. Sickness on a Paid Day Off

- (a) Where an employee is sick or injured on a paid day off the employee shall be entitled to paid personal leave for that day and the employee's personal leave entitlements reduced as a result of sickness or injury that day.

34.5. Transfer of Personal Leave

- (a) Where a business is transmitted from one Company to another, an employee's service with the transmitter shall for the purpose of personal leave be taken as service with the transferee.

34.6. Payment of Untaken Personal Leave

- (a) Where an employee has more than 15 days of accumulated untaken personal leave, the employee is entitled to have a part of that accumulated entitlement paid out.
- (b) If the employee elects in writing to have a part of the accrued entitlement paid out the Company shall pay such an employee for any accumulated untaken personal leave exceeding 15 days, up to a maximum payment of 76 hours. The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave that has been cashed out.
- (c) Payment on the paying out of accumulated personal leave will have the effect of reducing the employee's personal leave entitlement by the amount (hours) of personal leave paid out.
- (d) Other than in the case of redundancy or summary dismissal, the Company shall pay an employee for any accumulated untaken personal leave up to a maximum payment of 114 hours when the employee leaves employment. Payment of accumulated personal leave to redundant employees is covered by clause 24.13.

35. Compassionate Leave

- 35.1. Employees are entitled to take up to two days paid compassionate leave per occasion for the purpose of spending time with a person of the employee's immediate family or household who has a personal illness or injury that poses a serious threat to their life.

36. Bereavement Leave

- 36.1. Employees are entitled to take up to two days paid bereavement leave per occasion after the death of a member of the employee's immediate family or household.
 - (a) The entitlement to use bereavement leave in accordance with this clause is subject to the person being either a member of the employee's immediate family or a member of the employee's household.

36.2. Death outside Australia

- (a) The provisions of this clause with regards to bereavement apply even though the family member may have died overseas.

37. Domestic Violence Leave

- 37.1. As per Schedule D, the Company's Leave Policy, as varied from time to time, provided that the policy is no less favorable to employees than the NES.

38. Parental and Adoption Leave

- 38.1. Employees are entitled to parental, and adoption leave as per the Company's Leave Policy (as varied from time to time) and entitlements in accordance with the provisions outlined in the Act. Employees seeking parental leave should refer to the Company's Leave Policy and the Act for comprehensive information.

- (a) Support regarding parental and adoption leave can be provided by Human Resources upon request.
- (b) The Company's Leave Policy is as per Schedule D.

38.2. Definitions Relating to Adoption

- (a) For the purpose of this clause:
 - (i) "Child" means a person who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - (ii) "Relative Adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

38.3. Adoption Leave and Other Leave Entitlements

- (a) The Company shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Company may require the employee to take such leave in lieu of unpaid leave.
- (b) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under the Act, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which they are entitled.
- (c) Paid personal leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

39. Training Leave

- 39.1. The Parties, through their commitment to skills development and training and in recognition of the fact that there will be significant benefits to the Company arising out of a more skilled and flexible workforce, agree that:
 - (a) All relevant expenses associated with the individual learning plan will be met by the Company.
 - (b) Wherever possible, training will occur during normal work time. Where this is not possible, the employees shall not be advantaged or disadvantaged in respect to the pay that they would have received had they not participated in the training. This approach is known as the no loss, no gain approach.

- (c) Employees who wish to undertake learning additional to that in their plan but which is directly related to their career path objectives will be assisted wherever possible.
- (d) Management will ensure that the person's work, subject to the nature of the work, will be completed whilst they are in training.

40. Blood/Plasma Donors Leave

- 40.1. A maximum of two hours paid leave shall be granted up to four times per year for an employee to donate blood/plasma.
- 40.2. Proof of the appointment will be required to be shown to the employee's supervisor/manager prior to leaving site during work hours for the appointment.
- 40.3. Normal clock on and clock off procedures are required when leaving site.

41. Vaccination Leave

- 41.1. A maximum of one hour's paid leave will be available per vaccination appointment per employee.
- 41.2. Proof of the vaccination appointment will be required to be shown to the employee's supervisor/manager prior to leaving site during work hours for the appointment.
- 41.3. Normal clock on and clock off procedures are required when leaving site.

42. Pandemic Leave

- 42.1. The Company recognises the challenges people face in dealing with a pandemic. Employees can access accrued leave to cover absences required because of pandemic conditions.
- 42.2. In circumstances where an employee has exhausted all paid leave entitlements and is in financial hardship, the Company will work with the employee on compassionate grounds to source any available financial assistance and additional external support.

43. Jury Service Leave

- 43.1. The provisions of this clause apply to permanent and eligible casual employees.
- 43.2. A casual employee is eligible if they have worked predictable hours on a regular and systematic basis during a period of at least 12 months, and that the employee has a reasonable expectation of ongoing employment.
- 43.3. An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee shall give the

Company proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

- 43.4. An employee required to attend jury service shall be reimbursed the difference between the juror payments and the amount the employee would have been expected to earn for regularly scheduled hours.

44. Long Service Leave

- 44.1. Employees are entitled to long service leave as per the entitlements in accordance with the provisions outlined in the South Australian Long Service Leave Act 1987. Employees seeking long service leave should refer to the South Australian Long Service Leave Act 1987 for comprehensive information.

44.2. Taking of Long Service Leave

- (a) Long service leave may be taken in one continuous period as per the South Australian Long Service Leave Act 1987 or, through the Company approval leave process, for separate periods (broken leave).

45. Community Services Leave

- 45.1. The Parties recognise and agree that support for community services provides employees with the opportunity to achieve positive outcomes in their communities.

- 45.2. The Company will support employees who commit their personal time outside of work to emergency organisations whose role is to service and protect the community, by permitting the employee to take up to one full day's paid leave and by consultation (if able) additional paid leave of absence each time they are obliged or have been officially called in to attend an emergency.

- 45.3. Approval will be given for an employee attending an emergency during working hours provided:

- (a) The employee substantiates they are a current member of the emergency organisation, (i.e. Country Fire Service, St. Johns Ambulance Service, State Emergency Service).
- (b) The employee is obliged to attend the emergency situation or the emergency organisation specifically requests the employee to attend.
- (c) The emergency situation is within the local jurisdiction of the emergency organisation and not for example volunteering to fight bushfires in other States or Territories.
- (d) The employee must notify their immediate Supervisor prior to their absence of the reason and the likely length of their absence.

- (e) Employees may be requested to produce evidence of their attendance at the emergency situation.
- 45.4. Where an employee has been absent from the workplace for more than one day (or their normal shift) due to the emergency, and the emergency situation has not abated, the employee must contact their Supervisor (if able) who in consultation with the relevant Manager will decide whether or not to grant permission to extend the leave of absence. Such extension will not be unreasonably withheld.
- 45.5. If any employee receives any remuneration for attending the emergency that amount will be deducted from the employee's wages for the period of absence (excluding accumulated leave provisions utilised).
- 45.6. The responsibility for Workers Compensation where an employee is injured whilst attending an emergency situation is the responsibility of the relevant emergency organisation.

46. Personal Interests Leave

- 46.1. The Parties recognise and agree that support of participation in personal interest activities provides employees with the opportunity to achieve work-life balance and positive outcomes in their communities.
- 46.2. The Company therefore agrees to allow employees to participate in such types of activities with its full support.
- 46.3. Leave for personal interest commitments will be either deducted from accrued leave entitlements or granted as leave without pay unless otherwise agreed between the Company and the employee.

47. Public Holidays

47.1. Prescribed Public Holidays

- (a) All weekly employees shall be entitled to holidays without deduction of pay on all gazetted public holidays in South Australia specified in the South Australia Public Holidays Act 2023.

47.2. Days Off in Lieu of Public Holiday Falling on a Saturday or Sunday

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Proclamation Day is a Saturday or a Sunday a holiday in lieu thereof shall be observed on 28 December.

- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

47.3. Changing Public Holidays by Agreement

- (a) The ECC may consider the taking of an alternative day in lieu of a designated public holiday subject to the following:
 - (i) the majority of employees affected agree to such alternate day; and
 - (ii) any employee(s) for personal reasons or circumstances who requests to take the recognised designated Public Holiday off will not have such a request unreasonably withheld. Such employees may be required to access accrued leave or approved unpaid leave on the alternative day.

47.4. Termination within Fourteen Days of a Public Holiday

- (a) In the case of an employee with at least three months' service with the Company whose employment is terminated by the Company through no fault of the employee within fourteen days prior to a public holiday and who is re-engaged by such a Company within fourteen days of such public holidays, or in the case of an annual leave close down within fourteen days after resumption of work, the employee shall be paid for any such public holiday the amount the employee would have received had employment not been terminated.

47.5. Full-time Employees Working Non-standard Hours

- (a) This clause applies to full-time workers who do not regularly work a five day Monday to Friday week.

47.6. Public Holidays Falling Upon Days Employees Not Working

- (a) When a prescribed public holiday falls upon a day when the employee would not be working in any event the employee shall receive:
 - (i) A day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the Company and the employee); or
 - (ii) An additional day's wage.

47.7. Employee Rostered to Work on a Public Holiday or its Substitute Day

- (a) If an employee is rostered to work on the public holiday or its substitute day (except Christmas Day) the employee is entitled to:
 - (i) If the employee is not required to work on the public holiday the employee shall receive the payment the employee would ordinarily receive for that day and is not entitled to the substituted day off.

- (ii) If the employee is required to work on the public holiday the employee is entitled to receive the normal rates of pay for working that day and the substitute day as a public holiday. (If the substitute day is a non-working day for the employee, the employee would receive the compensation described in subclause 47.10 (iii)).
- (iii) If the employee is required to work on the substitute day the employee shall receive the rates of pay for working on a public holiday.

47.8. Employee Required to Work on a Public Holiday and the Substitute Day

- (a) If an employee is rostered and required to work on both the “actual” public holiday and its substituted day (this would only occur if the holiday was to fall on a Saturday or a Sunday) the employee would be entitled to:
 - (i) a day’s paid leave to be taken on another day or added to annual leave (to be mutually agreed between the Company and the employee); or
 - (ii) payment at public holiday rates for the day’s work for the substituted day, and payment at the normal rates for Saturday or Sunday for the actual public holiday.

47.9. Christmas Day Loading

- (a) If employees are rostered to work on a Saturday or Sunday that is a Christmas Day and are required to work, the employee shall receive the normal Saturday or Sunday rate plus a loading of one-half of a normal day’s wages for the full day’s work and be entitled to the substitute day.

47.10. Part-time Employees

- (a) Where the normal roster of a part-time employee includes a day that is a public holiday, the employee shall receive the normal pay the employee would have received on that day and enjoy the public holiday or receive the appropriate public holiday rate for working whatever hours the employee worked during it.
- (b) For part-time employees whose normal roster includes a Saturday or Sunday that would be a prescribed public holiday but for the substitution of an alternative day, the following shall apply:
 - (i) The employee shall be granted leave with pay on the “actual day” without any substitution; or
 - (ii) The employee works on the “actual day” at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
 - (iii) The employee works on the “actual day” at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and receives, in addition, payment at ordinary time rates for an additional day of equal length (with no substitution of an alternative day).
- (c) If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary time rates.

- (d) Any circumstances for part time workers not covered by this clause should be the subject of negotiations between the Company, the Unions and the employees concerned using the principles of this clause to resolve the issue.

Part 5 – Classifications and Training

48. Classifications and Career Development

48.1. Grade Structure

- (a) The grade structures for the Company are underpinned by the Awards.
- (b) The grade structures within the Awards, will be used as the minimum for future classification reviews required as a result of changes to the workplace. The ECC may be identified as a useful project team to be utilised during these reviews.
- (c) Schedule B outlines the Company classifications that have been developed for various departments.

48.2. Skills and Pathway Development

- (a) The Parties are committed to developing employees to achieve a safe and highly skilled, flexible and ultimately, more productive workforce.
- (b) The Company will enable upskilling opportunities for relevant employees to learn about and maximise personal performance, quality and productivity indicators.
- (c) The Company commits to utilising technological advancements to provide opportunities for skill development.
- (d) Through the commitment to skills development, employees will maintain the workforce and industry based essential skills required for working within a modern sawmill.
- (e) This pathways structure will be achieved through models comprising of, but not limited to:
 - (i) Structured opportunities to enhance skills, growth and support during an employee's life-cycle
 - (ii) Providing access to nationally certified competencies
 - (iii) Formally recognising employees existing skills, such as nationally certified competencies
 - (iv) Providing employees with access to a structured career path through appropriate learning opportunities
 - (v) Regular performance feedback on behaviours, attitudes, skills and competencies
 - (vi) Development plans that will guide employees on how to achieve their pathway plan
 - (vii) Removing barriers that prevent employees from fully utilising their acquired skills, also considering quality and transferable skills
 - (viii) Ensuring all employees have equal access to learning opportunities
- (f) Employees have the option to choose if they want to participate in the pathway opportunities.
- (g) Employees unsatisfied with outcomes relating to skills development, can request an independent review with the parties or access the disputes resolution procedure.

49. Training

49.1. Training Plans

- (a) Employees seeking pathway opportunities will have training plans developed in consultation with the employee and their manager. Training plans will be based on the needs of the business as assessed by the Company from time to time.
- (b) Employees within the pathways program will receive learning development plans to support their development.
- (c) For Maintenance Employees: On the successful completion of a course approved by the Company, an employee may be eligible to receive a payment for the duration of the course. This payment will be restricted to any difference in the classification level of an employee on completion of the course. The relevant payment period is limited to the recommended course completion time as determined by the Company. Employees shall not be eligible for additional payment where the recommended course completion time is exceeded. Where no set course completion time is specified, a completion date will be set by the maintenance manager.
 - (i) Relevant licenses shall be recognised through employee classification reviews and within the pathways referred to in Schedule B.

49.2. English Language Literacy and Numeracy Training

- (a) The improvement of English Language Literacy and Numeracy skills is directly related to the success of the industry, workplace and training reforms. The Parties recognise the importance and relevance of English Language Literacy and Numeracy training in the workplace.
- (b) The Parties agree to the ongoing process of addressing the literacy needs of employees by:
 - (i) identifying the literacy and numeracy needs of employees;
 - (ii) developing a training strategy to meet these needs;
 - (iii) identifying suitable training providers; and
 - (iv) training provisions.

49.3. Industry Training and Skills Development

- (a) The objective of all parties is to ensure that training and development programs are aligned with national standards and best practice industry needs, fostering a skilled workforce that meets current and future demands.
- (b) The Company will establish and maintain partnerships with industry bodies, education institutions, and training organisations to stay informed about industry trends and best practice.
- (c) The Company will participate in or establish advisory committees comprising of industry experts to provide guidance on training content and delivery methods that suit business needs.

Part 6 – Employee Benefits

The Company is committed to providing a range of benefits to support employees during their employment life cycle. These benefits are designed to enhance the overall work experience and ensure a supportive and rewarding environment for all employees.

50. Wage Sacrifice

- 50.1. Employees covered by this Agreement shall have access to wage sacrifice for the same purposes as are allowed by Company Policy to salaried staff.
- 50.2. Support regarding Wage Sacrifice can be provided by Payroll upon request.

51. Income Protection Insurance

51.1. Benefit to Employees Covered by this Agreement

- (a) The Company will maintain an income protection insurance policy for the benefit of each eligible permanent full time or permanent part time employee covered by this Agreement.
- (b) At minimum, that policy will insure each permanent full time or permanent part time employee to the following standard of insurance benefit:
 - (i) 75% of ordinary base pay.
 - (ii) For a minimum of 2 years while unable to work because of illness or injury, other than injuries which are compensable under workers compensation legislation.
 - (iii) with a waiting period of no greater than 90 days.
 - (iv) It is noted that the policy will have an automatic acceptance limit of up to \$10,000 per month per employee and a maximum benefit of \$25,000 per month per employee.

51.2. Review of Arrangements

- (a) From time to time, the Company may review its arrangements with the insurance provider in order to ensure they remain competitive and continue to offer a satisfactory level of benefit to employees covered by this Agreement.
- (b) No changes to the insurance arrangements will be made without consultation with employees and the Unions, recognising that employees have a fundamental interest in the value for money offered by the insurance product because the value of the benefit provided under this clause is part of the consideration, in exchange for which, employees have entered into this Agreement.
- (c) In addition, the Company commits that the outcome of any review of income protection insurance arrangements will not result in a reduction of benefits to employees covered by this Agreement.

52. Journey Accident Cover

- 52.1. The Company will maintain Journey Accident Cover for all eligible employees covered by this Agreement.

Part 7 – Work Health and Safety (WHS), Environment and Risk

53. WHS Culture

- 53.1. The Company will ensure that WHS programs and policies align with relevant WHS legislation.
- 53.2. All stakeholders commit to work together to develop a culture which increases psychological safety, improves wellbeing and creates a mentally healthy workplace. A commitment to achieve this will foster a culture where care, trust, engagement, wellbeing and safe choices can thrive. The Company align with programs, that may vary from time to time, such as the alignment by Safe Work Australia with Professor Patrick Hudson, Care Factor Safety Program and the internal Home Safe and Well Program.
- 53.3. Aiming to achieve this will provide a workplace where:
- (a) Employees (including Managers) feel safe and supported to stop work where there is immediate risk.
 - (b) Unsafe work practices and conditions can be challenged.
 - (c) Situations where existing rules are not appropriate or need to be changed, can be raised and where practicable, be co-designed with employees, with the intent of improving the workplace.
 - (d) High levels of trust and respect is evident between employees and management on all situations and people are comfortable to speak up, admit mistakes and ask for help when needed.
 - (e) Near misses, hazards and errors are reported.
 - (f) Employees and management have received the training that enables capturing organisational learnings from investigations, incidents, near misses and errors. Including working together to solve and support risk exposures that are either physical or mental risks.
 - (g) EHSR policies and procedures are reviewed through consultation processes and those policies and procedures are applied as they are intended.
 - (h) Breaches are treated fairly and justly in a manner which takes into account all the relevant circumstances.

54. Commitment to WHS

- 54.1. The Company commits to:
- (a) placing priority on Environmental, Health, Safety and Risk (EHSR) activities. EHSR activities will be researched with the aim of best practice, innovative, practical and sustainable changes introduced.
 - (b) EHSR decisions and initiatives being put in place to improve our WHS performance. As far as reasonably practicable these changes will consider all intended and unintended consequences, which may include how changes impact the work environment, systems of work and working conditions.
 - (c) thorough consultation via Site EHSR and Environmental Committees, on all EHSR issues with the goal of ensuring that EHSR practices are fully integrated and embraced in all areas of the working environment by Management and employees.

- (d) employees being fit for work, where, as per the Fitness for Work – Drug and Alcohol Standard, the company will conduct random site testing.
- (e) aligning with and adhering to all relevant legislation and certification requirements.
- (f) to maintaining the EHSR and Environmental Committees that have been established.
- (g) encouraging the empowerment of employees in participation and ownership of EHSR activities.
- (h) having in place embedded programs that support WHS within the workplace. These programs also extend to benefit employees when not at work.
- (i) a training and induction procedure for new and transferring employees, casuals and contractors.

55. Environmental

- 55.1. The Parties believe that environmental awareness relating to the Company's enterprise is of great importance. Therefore the Parties are committed to addressing environment issues in a positive and co-operative manner in order to achieve a best practice environmental performance at the workplace.
- 55.2. The Parties agree it is the responsibility of the Environmental Committee to consider issues and take action as necessary in relation to the workplace environment and other environmental issues within the workplace. An example of such issues are:
 - (a) energy efficiency;
 - (b) waste minimisation and recycling;
 - (c) pollution and emission controls;
 - (d) workplace environment (inside and outside);
 - (e) compliance to statutory requirements (if applicable);
 - (f) education on environmental issues for the general workforce.

56. Rehabilitation and Return To Work

- 56.1. The Company is committed to the best possible outcome for any injury that occurs. Support is provided to employees for both work and non-work related injuries to ensure a safe and sustainable return to work.
- 56.2. The Unions and the Company agree that the aim of rehabilitation is to return workers to their full potential within their pre-injury duties, community, and family. This may include providing appropriate and modified duties for the worker to recover while at work.
- 56.3. The Company, employees and Unions (where applicable) will positively co-operate in rehabilitation programs, rehabilitation policies and procedures, designed to provide for the early and effective rehabilitation of injured workers.
- 56.4. Where permanent return to the employee's pre-injury duties is not possible, the Company will use their best endeavours to return the employee to permanent alternative duties consistent with their capacity and medical advice.

56.5. The Unions and the Company will promote the need for co-operation and assistance in relation to a rehabilitation program amongst the entire workforce.

56.6. Training and Education

- (a) The Company will consult with the Unions in order to provide agreed:
 - (i) Education to the whole workforce to ensure everyone is aware of and able to understand their role in providing support to injured workers,
 - (ii) Paid training leave for Delegates, WHS Representatives, Team Leaders and relevant Managers to attend agreed rehabilitation training courses so that they can participate in Return to Work and rehabilitation planning and effectively represent injured workers.

57. Accident Pay

57.1. Should an employee meet with an accident which is subject to and qualifies for compensation under the Return to Work Act 2014 (SA), such employee shall have the amount received by way of compensation increased by the Company to the amount of the usual agreement weekly rate ruling at the time of such accident. The payment made by the Company shall be limited to a maximum period of 39 weeks.

57.2. Casual employees make-up pay shall be based on the number of hours worked per week over the last month, with the present Company, or if less than one month the average for the time worked. The amount to be paid is the normal weekly rate of pay.

58. First Aid and First Aid Employees

58.1. The company is committed to ensuring that legislation is met with regard to first aid requirements. Additionally, the dedication to health, safety and welfare of all employees is of high priority, ensuring that best practice first aid provisions are applied. This includes maintaining well-stocked first aid kits, defibrillators, and providing access to first aid facilities.

58.2. The company will also conduct periodic reviews of first aid procedures and equipment to ensure compliance with current health and safety regulations and to address any emerging needs.

58.3. First Aid Employees

- (a) The company is committed to providing nationally accredited first aid training to any employee.
- (b) Designated First aiders will be appointed as per Company process and will be paid an allowance as per Schedule A.2.

58.4. Mental Health First Aid Employees

- (a) The Company is committed to fostering a supportive and healthy work environment by providing comprehensive mental health first aid training. The training aims to equip particular employees with the skills and knowledge to identify, understand and respond to signs of mental health issues amongst colleagues.

- (b) By going above and beyond minimum requirements, the company demonstrates its commitment to the well-being of its employees, ensuring that mental health first aiders are well-prepared to support their colleagues effectively.

59. Transport of Injured

- 59.1. In the event of an injury to an employee requiring offsite medical attention the Company shall, supply free of charge, the most appropriate means to convey such employee to the most appropriate medical facility.

60. Personal Protective Equipment (PPE)

- 60.1. The Company will issue appropriate PPE, relevant to the tasks being performed. PPE will meet or exceed relevant legislation and best practice standards.
- 60.2. The Company Clothing Policy outlines PPE issued for employees.
- 60.3. The use, training and care of PPE will be outlined through Standard Operating Procedures and Inductions.
- 60.4. All clothing issued by the Company is categorised as PPE. The Company will continue to accept recommendations and input from the EHSR Committee and ECC, with the aim of improving quality and rationalising the range.
- 60.5. PPE issued for Maintenance, Saw shop and WPP (Treatment) teams will have their clothing laundered.

60.6. Supply of Safety Footwear

- (a) The Company shall provide free of charge one pair of safety boots/shoes to each employee and thereafter on a replacement basis.
- (b) New employees will be supplied safety footwear at the commencement of employment.
- (c) The wearing of such supplied footwear will be a condition of employment except in relation to employees who are unable to wear such footwear for medical reasons and who produce a medical certificate of that fact, in which case an alternative that still meets minimum safety standards will be sought.

60.7. Prescription Safety Glasses

- (a) For employees who require prescription glasses, the company will provide safety prescription glasses for work at no cost to the employee. The provided glasses will comply with Australian Standards.

60.8. Damage to Clothing, Tools and Other Items

- (a) Compensation to the extent of the damage sustained shall be made where in the course of the work, clothing, tools, spectacles, hearing aids and dentures are destroyed by fire or corrosive substance or damaged. Provided that the Company's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Provided further that this clause shall not apply to an employee who is entitled to compensation under any

Workers Compensation or any other Act in respect of damage to clothing, tools, spectacles, hearing aids and dentures.

61. Working in Temperature Extremes

- 61.1. The Company meets or exceeds legislation and has in place best practice standards for employees who work in inclement weather or extreme temperatures. The Standard documents that are in place within the document control system are:
 - (a) Working in Extreme Temperatures Standard
 - (b) Extreme Temperatures Hazards and Controls (Guidance).
- 61.2. The Risk Manager System prompts the requirements for completing an audit twice per year.
- 61.3. The Standard documents, outcomes and reports are available for employees, ECC or Union should they request it.
- 61.4. The ECC and Unions will be consulted on any proposed changes to the Standard and Guideline documents.

62. Workplace Monitoring

- 62.1. The Company conducts continuous workplace monitoring to improve our workplace, for example, reviewing footage and gathering facts and data to improve operational performance or after a workplace incident.
- 62.2. Monitoring will be used in principle for these purposes and not for monitoring individuals or their performance unless directly related to the aforementioned purposes.
- 62.3. Monitoring methods may include video monitoring, electronic monitoring of company devices, and access logs. The Company will not use covert surveillance unless legally justified and necessary for specific investigations.
- 62.4. The Company may use monitoring footage to improve safety and production, investigate incidents or accidents, and address wilful misconduct or safety breaches. Monitoring may also be used for training, coaching, and continuous improvement purposes.
- 62.5. Where, following consultation, the Company implements new monitoring or changes to existing monitoring, it will be in a manner consistent with the following principles:
 - (a) The monitoring will be carried out in a manner consistent with relevant state legislation
 - (b) The Company will notify employees via ECC and Workgroup Meetings. This will include location specific warning signs advising a worker that they may be subject to monitoring in that part of the workplace. The notice must indicate:
 - (i) the kind of monitoring to be carried out
 - (ii) how the monitoring will be carried out
 - (iii) when the monitoring will start
 - (iv) whether the monitoring will be continuous or intermittent
 - (v) whether the monitoring will be for a specified limited period or ongoing,

- (c) The Company will not carry out monitoring in any change room, toilet facility, shower, bathing facility, lunch rooms or first aid room.

62.6. For the purpose of this clause workplace monitoring includes but is not limited to any form of:

- (a) **camera monitoring**, which is monitoring by means of a camera that monitors or records visual images of activities in the workplace,
- (b) **computer monitoring**, which is monitoring by means of software or other equipment that monitors or records the information input or output, or other use, of a computer (including, but not limited to, the sending and receipt of emails and the accessing of Internet websites),
- (c) **tracking monitoring**, which is monitoring by means of an electronic device the primary purpose of which is to monitor or record geographical location or movement (such as a Global Positioning System tracking device).

Part 8 – Agreement Administration

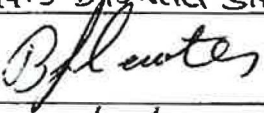
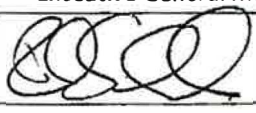
63. Definitions


Term	Definition
AMWU	Australian Manufacturing Workers Union
Better Off Overall	The Better Off Overall Test (BOOT) is a key assessment used by the Fair Work Commission in Australia to ensure that employees are not disadvantaged by enterprise agreements compared to relevant modern Awards.
CFMEU	Construction, Forestry, Mining Employees Union
Continuous Shift Employees	A continuous shift employee in an employee who works on a 7-day week roster. Due to the nature of this roster, the method for which these employees are paid is structured through an annualised wage.
Continuous Work	Work carried out with consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
De Facto Spouse	A de facto spouse, in relation to a person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person.
Fit for Work	Means that a person is in a state (physical or psychological) which enables them to perform assigned tasks competently and, in a manner, which does not threaten or compromise the health and safety of themselves or others.
Genuine Illness	A condition that renders an employee unfit for work due to personal illness or injury. This can include both physical and mental health conditions
Good Faith (Bargaining)	The principle that parties involved in negotiations must engage honestly and fairly with a genuine intent to reach an agreement.
Good Faith (Dispute Resolution)	Honest intention to act without taking an unfair advantage over another party. Acting honestly, fairly and sincerely throughout mediation or dispute resolution processes.
Good Faith (Major Change Consultation)	Obligation to meet, disclose relevant information, genuinely consider proposals, respond with reasons, and to refrain from unfair conduct that undermines consultation.
Immediate Family Member or Household	A spouse or a de facto spouse of the employee.; and/or A child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
Major Change	A major change is “likely to have a significant effect on employees” covered by this Agreement if it results in: <ul style="list-style-type: none"> • the termination of the employment of employees; or • change to the composition, operation or size of the Company’s workforce or • to the skills required of employees; or

	<ul style="list-style-type: none"> • the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or • the alteration of hours of work; or • the need to retrain employees; or • the need to relocate employees to another workplace; or • the restructuring of jobs; or • the introduction or variation of any policy or procedure or • any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.
Major Portion (for night shift workers)	<p>The day on which the greater part of the shift is worked.</p> <p>For example, if a night shift starts on Sunday night and continues into Monday, the “major portion” of the shift would be the part that falls on Monday if more hours are worked on that day. This would then be called Monday’s shift.</p>
Memorandum Of Understanding (MOU)	<p>Memorandum of Understanding - a formal enforceable agreement between two or more parties. It outlines the terms and details of a mutual understanding or agreement, noting each party’s requirements and responsibilities.</p>
Mixed Functions	<p>An employee engaged to perform a function that is different from their ordinary role.</p>
National Employment Standards (NES)	<p>National Employment Standards - a set of minimum employment entitlements that must be provided to all employees in Australia. These standards are part of the Fair Work Act 2009 and serve as a safety net for employees.</p>
No Less Favourable	<p>The terms and conditions offered to contractors must be at least as beneficial as those provided to employees under this Agreement.</p>
Paid Day Off (PDO)	<p>Employees working a forty-hour week will accrue additional leave, with the final two hours of each week banked as PDO hours instead of overtime (applicable only in designated areas). These PDO hours accumulate as extra leave, which employees can utilise at their convenience, through the Company’s leave process.</p>
Replacement Employees	<p>A replacement employee is an employee specifically engaged as a result of an employee working part-time under clause 18.3d.</p>
Rostered Shift	<p>A shift of which the employee concerned has had at least 48 hours’ notice of change of shift.</p>
Stay Order	<p>A stay order within the Fair Work Commission is a directive that temporarily halts the enforcement of a decision or order while an appeal is being considered.</p>
The Act	<p>Fair Work Act 2009</p>
The Awards	<p>Timber Industry Award 2020 and/or Manufacturing and Associated Industries and Occupations Award 2020</p>
The Company	<p>OneFortyOne Wood Products Pty Ltd</p>

64. Signatures

- 64.1. Representatives of the parties bound have signed below to demonstrate their acceptance of this negotiated Agreement;

Party	CFMEU Manufacturing	OneFortyOne Wood Products Pty Ltd
Address	2/165 Bouverie Street Carlton Vic 3053	Jubilee Highway East Mount Gambier SA 5290
Signatory	BRAOLIVY COURTIZ	Mike Bloomfield
Authority to sign	CGTD DISTRICT SECRETARY	Executive General Manager
Signature		
Date	2/12/2024	2/12/2024

Party	AMWU
Address	53-61 DALE STREET PT ADELAIDE SA 5015
Signatory	STUART GORDON
Authority to sign	AG STATE SECRETARY
Signature	
Date	2/12/2024

Part 9 – Schedules

Schedule A – Wage and Allowance Schedule

In addition to the increases on 1 October 2024 set out below, the wage rates and allowances referred in this in this Schedule will also increase on 1 October 2025

Schedule A.1 – Weekly Wage Schedule (Production and Saw Technicians)

		4.0%	3.5%
	Weekly rate pre approval of Agreement	1st full pay from 1 October 2024	1st full pay from 1 October 2025
Timber Industry Employees			
Timber Group 2	943.08	980.80	1,015.13
Timber Group 3	996.68	1,036.55	1,072.83
Timber Group 4	1,046.54	1,088.40	1,126.49
Timber Group 5	1,122.32	1,167.21	1,208.06
Timber Group 5 (LH 2-6)	1,155.75	1,201.98	1,244.05
Timber Group 5 (LH > 6)	1,174.50	1,221.48	1,264.23
Timber Group 6	1,171.89	1,218.77	1,261.43
Timber Group 6 (LH 2-6)	1,205.32	1,253.53	1,297.40
Timber Group 6 (LH >6)	1,224.07	1,273.03	1,317.59
Timber Group 6 Team Leader	1,347.67	1,401.58	1,450.64
Saw Doctor Level 1	1,225.26	1,274.27	1,318.87
Saw Technician	1,387.09	1,442.57	1,493.06
Saw Technician (LH 2-6)	1,431.10	1,488.34	1,540.43
Saw Technician (LH >6)	1,452.95	1,511.07	1,563.96
Saw Technician Team Leader	1,595.15	1,658.96	1,717.02
EHSR Resource	1,171.89	1,218.77	1,261.43

Schedule A.1 – Weekly Wage Schedule (Maintenance)

		4.0%	3.5%
	Weekly rate pre approval of Agreement	1st full pay from 1 October 2024	1st full pay from 1 October 2025
Metal Industry Employees			
Metal C10	1,280.40	1,331.62	1,378.23
Metal C7	1,449.51	1,507.49	1,560.25
Metal C7 Team Leader	1,666.94	1,733.62	1,794.30
Metal C6	1,569.05	1,631.81	1,688.92
Metal C6 Team Leader	1,804.41	1,876.59	1,942.27
Metal C5	1,624.66	1,689.65	1,748.79
Metal C5 Team Leader	1,868.36	1,943.09	2,011.10

Schedule A.2 – Allowances and Allowance Definitions

		4.0%	3.5%
	Rate of pay pre approval of Agreement	1st full pay from 1 October 2024	1st full pay from 1 October 2025
Classification			
*Confined Space	0.99	1.03	1.07
*Dirt Money	0.76	0.79	0.82
Breathing Apparatus		1.03	1.07
Meal	16.31	17.92	18.55
Electrical -Certificate of Compliance	41.60	43.26	44.77
First Aid	19.57	20.65	21.37
Emergency Warden	19.57	20.65	21.37
Health & Safety Rep	19.57	20.65	21.37
Trainers and Assessors		1.62	1.68

* For Maintenance employees only, the parties agree to absorb these allowances into the hourly rate in accordance with formulas agreed at the sites.

For additional allowance definitions, refer to the Timber Industry Award 2020 and/or the Manufacturing and Associated Industries and Occupations Award 2020.

Allowance Definitions:

1. **Meals and Meal Allowances:** An employee required to work overtime for two hours or more without being notified the day before that the employee will be so required to work shall either be supplied with a meal by the Company or paid a meal allowance in accordance with this schedule for the first meal and for each subsequent meal after each four hours' overtime where the employee is required to continue working after each four hours but such payment need not be made to employees living in the same locality as their place of employment who can reasonably return home for meals.
 - a. Unless the Company advises the employee on the previous day that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.
 - b. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid as above prescribed for the meal or meals provided.
2. **First Aid Employee:** Where the Company has appointed an employee who holds a certificate as a first aid attendant an additional amount as provided in this schedule shall be paid each week in which three days or more have been worked to such employee and such amount shall be payable in addition to any amounts paid for annual leave, sick leave and public holidays provided that this allowance shall not be subject to any premium or penalty additions. Provided that nothing in this clause shall be taken as meaning that the Company shall be required to make such an appointment.
3. **Leading Hands:** a leading hand shall be paid as detailed in Schedule A.1. The base wage rate is inclusive of a leading hand allowance.
4. **Dirty Work:** Work which a Supervisor and employee shall agree is of an unusually dirty or offensive nature shall be paid an additional hourly allowance as per this schedule (applicable only to production employees).
5. **Confined Spaces:** Working in confined spaces which have been identified as such by a person accredited in this field will attract an additional hourly allowance as per this schedule. (applicable only to production employees).
6. **Electricians Certificate of Compliance:** All licensed Electrical Tradespersons who complete Certificates of Compliance will receive a weekly electrical allowance. This allowance is intended to offset the cost of regulatory licensing requirements. This allowance is to be adjusted in line with annual wage increases.
7. **Employee Health and Safety Representative:** Employee Health and Safety Representative Committee members will be paid this allowance on a weekly basis.
8. **Emergency Warden Allowance:** An employee who is the designated Emergency Warden for their shift shall be entitled to this allowance.
9. **Trainers and Assessors Allowance:** Accredited trainers and assessors will be paid the allowance whilst they are performing training and assessing duties.
10. **Breathing Apparatus Allowance:** An employee will be paid this allowance for the duration of time when they are required to use breathing apparatus equipment within a confined space.

Schedule A.3: Apprentice Rates

		4.0%		3.5%
Wood Machinist Apprentice		2 October 2023	7 October 2024	6 October 2025
		Timber Level 5	Timber Level 5	Timber Level 5
		1,122.32	1,167.21	1,208.06
First	83.5%	937.14	974.62	1,008.73
Second	88.3%	991.01	1,030.65	1,066.72
Third	93.4%	1,048.25	1,090.17	1,128.33
Fourth	98.5%	1,105.49	1,149.70	1,189.94

		4.0%		3.5%
Saw Doctor Apprentice		2 October 2023	7 October 2024	6 October 2025
		Saw Doctor Level 1	Saw Doctor Level 1	Saw Doctor Level 1
		1,225.26	1,274.27	1,318.87
First	80%	980.21	1,019.42	1,055.10
Second	85%	1,041.47	1,083.13	1,121.04
Third	90%	1,102.73	1,146.84	1,186.98
Fourth	95%	1,164.00	1,210.56	1,252.93

		4.0%		3.5%
Maintenance Apprentice		2 October 2023	7 October 2024	6 October 2025
		Maint C10	Maint C10	Maint C10
		1,280.40	1,331.62	1,378.23
First	80%	1,024.32	1,065.30	1,102.58
Second	85%	1,088.34	1,131.88	1,171.50
Third	90%	1,152.36	1,198.46	1,240.41
Fourth	95%	1,216.38	1,265.04	1,309.32

Schedule B – Company Classifications

1. As developed, Company Classifications identifies where a role definition changes to document the roles and responsibilities that better align with the modern sawmilling environment. These Classifications have been developed to enable pathways for employees which were non-existent through existing means (either through the Agreement or applicable Awards). Company Position Descriptions or MOU criteria provide additional details for these roles.
2. Role definitions may also align with those specified within the relevant Awards.
3. Where role definitions have not been classified within the Company Classifications and the role exists within the Company's structure, the applicable Award classification stands to define the role.
4. If a role is identified within the Company structure which has not been defined, the Parties will collaborate to define and introduce.
5. If documentation relating to these classifications and pathways requires review, update or modification, the Parties will complete this via the ECC.
6. Wages for these Company Classifications are documented in Schedule A.
7. **Company Classification Descriptions:**
 - a. **Sawing Technicians**

A Sawing Technician is a tradesperson that is a qualified Saw Doctor with post trade training and qualifications or experience that covers in detail the safety, quality, productivity, maintenance and recovery in a modern sawmill. This skill set is consistently used to improve the performance of the sawmill but not limited to a single part of the sawmilling process.
 - b. **Treatment Plant**

Additional criteria developed outlines the requirements for Treatment Plant employees to advance beyond Level 5.
 - c. **Security**

An Advanced Security Operations Position Description and SOP have been introduced to enable a pathway for employees to advance beyond Level 5.
 - d. **Maintenance**

A C5 Classification criteria has been introduced to enable a pathway for employees to advance beyond C7. All employees can be independently assessed against the criteria.
 - e. **EHSR Resources**

EHSR Resources are positions allocated to various site departments to support teams in their EHSR activities, collaborate to achieve site cohesiveness and attend relevant site EHSR meetings.

Schedule C – Department Variations

In reference to the below models, in the event the Company was to reinstate running 5 days per week, PDO's will be reinstated at the commencement of this change for employees who are working this shift configuration where the PDO's were traded off in lieu of a 4-day week.

1. Greenmill 4-day week Model

- (a) Greenmill employees work a 4-day week, with Friday designated as a non-production day.
- (b) The final two (2) hours of the ten (10) hour workday on Thursday will be paid at double time.
- (c) Employees who don't work Thursday, don't get the final two (2) hours paid at double time.
- (d) The double time payment will remain in place for any Greenmill employee who is working a shift configuration where the PDO was traded off in lieu of a 4-day week.
- (e) Employees with existing accumulated PDO balances can retain their full entitlement in their PDO bank.
- (f) PDO's are to be managed and taken as per Clause 29 of this Agreement.

2. Drymill A 4-day week Model

- (a) Employees in Drymill A work a 4-day week, with Friday designated as a non-production day.
- (b) Employees can accrue up to one week (40 hours) of PDO's within a calendar year.
- (c) At the beginning of each year (1 January), if an employee's balance is 40 hours or less, they are eligible to accrue an additional 40 hours of PDO's for that calendar year.
- (d) If an employee's PDO balance exceeds 40 hours on 1 January, no additional PDO's will be accrued for that year. In this circumstance, an employee will be paid as per clause 2 (f) below.
- (e) Employees cannot exceed 80 hours of PDO's.
- (f) If PDO accrual cap (40 or 80 hours) is reached, the final two (2) hours of the ten (10) hour workday on Thursday will be paid at time and a half.
- (g) Employees who don't work Thursday, don't get the final two (2) hours paid at time and a half.

3. Area/Department Maintenance 4-day week Model

- (a) Employees in Area/Department Maintenance work a 4-day week, with Friday designated as a non-production day.
- (b) Employees can accrue up to one week (40 hours) of PDO's within a calendar year.
- (c) At the beginning of each year (1 January), if an employee's balance is 40 hours or less, they are eligible to accrue an additional 40 hours of PDO's for that calendar year.
- (d) If an employee's PDO balance exceeds 40 hours on 1 January, no additional PDO's will be accrued for that year. In this circumstance, an employee will be paid as per clause 3 (f) below.
- (e) Employees cannot exceed 80 hours of PDO's.
- (f) If PDO accrual cap (40 or 80 hours) is reached, the final two (2) hours of the ten (10) hour workday on Thursday will be paid at time and a half.
- (g) Employees who don't work Thursday, don't get the final two (2) hours paid at time and a half.

Schedule D – Company Leave Policy, Relevant Extracts

Unpaid family and domestic violence leave

Your unpaid family and domestic violence leave entitlement is as prescribed by the NES, which currently provides 5 days' unpaid family and domestic violence leave in a 12 month period.

Unpaid family and domestic violence leave is available in full at the start of each 12 month period of your employment. This type of leave does not accumulate from year to year.

You may use unpaid family and domestic violence leave if:

- you are experiencing family and domestic violence; and
- you need to do something to deal with the impact of the family and domestic violence; and
- it is impractical for you to do that thing outside your ordinary hours of work.

OFO has the right to request that you provide us with evidence that your family or domestic violence leave is taken for a permissible purpose.

11.3 Paid Parental Leave

Paid parental leave is offered to eligible employees for the birth, adoption or fostering of a child.

Employees are entitled to 3 months' paid parental leave at their Fixed Annual Remuneration/Base Salary, irrespective of their Government PPLS payment eligibility.

In order to be eligible for this payment, you must:

- be entitled to, and taking, a period of Parental Leave;
- be the primary carer for the child;
- be a permanent employee (part-time or full-time) with more than 12 months continuous service with OFO;
- not be serving out a notice period;
- not be subject to formal performance management, including having received a written warning for unsatisfactory performance or conduct in the previous 12 months.

Employees who are secondary carers are entitled to 1 month's paid parental leave at their Fixed Annual Remuneration/Base Salary.

If both parents are employed by OFO, leave may be taken simultaneously.

NB: **Base Salary** is the employee's minimum weekly pay rate but does not include any overtime, loadings, penalty rates or allowances