



AUSPINE PREFAB GILLMAN

COLLECTIVE WORKPLACE AGREEMENT

2008

PART 1. AGREEMENT ADMINISTRATION

1. Title

This Agreement will be referred to as the Auspine Prefab Gillman Collective Workplace Agreement 2008.

2. Arrangement

Part 1 Agreement Administration

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3. Commencement and Period of Operation

This Agreement will commence from 7 days after the date of approval of the Workplace Authority and will continue to operate until 19th May 2010 or until terminated or replaced by another Agreement.

4. Scope and Parties Bound

This Agreement will be binding on:

- Auspine Limited;
- All employees, including new employees of Auspine's Prefab Gillman Business Unit whose classifications and rates of pay are defined in Schedule 1; and
- The Union.

5. Definitions

For the purpose of this Agreement:

- 5.1 **"Act"** means the *Workplace Relations Act 1996* as amended from time to time.
- 5.2 **"Agreement"** means this Collective Workplace Agreement.

- 5.3 **"AIRC"** means the Australian Industrial Relations Commission.
- 5.4 **"Award"** means the *Timber and Allied Industries Award 1999* or any other Award, which replaces or supersedes this Award.
- 5.5 **"Company"** means or refers to Auspine Limited.
- 5.6 **"Employee"** means or refers to all employees bound by this Agreement.
- 5.7 **"Employee Representative"** means or refers to a person or agent nominated by an employee or group of employees to represent employee interests in matters pertaining to their employment and the operation of this Agreement.
- 5.8 **"Union"** means the Construction, Forestry, Mining and Energy Union, Forest and Forest Products Division, SA Branch.

6. No Extra Claims

- 6.1 The parties subject to this Agreement will not pursue any further claims relating to the relationship of employer and employee, whether dealt with in this Agreement or not, during the period of operation of this Agreement.
- 6.2 Wage increases provided by this Agreement are in lieu of any National, State or general wage increases which may be determined from time to time.

7. Single Bargaining Unit

For the purpose of this Agreement, a single bargaining unit has been established at the Auspine Prefab site consisting of the Company, employees and their representatives.

8. Variation of Agreement

The parties agree that this Agreement may be varied by consent, during the period of its operation, on matters that have been agreed between the parties. Such variation will be consistent with the undertakings of this Agreement and shall be lodged with the Workplace Authority.

9. Agreement Objectives

The parties to this Agreement are committed to the following objectives:

- 9.1 To enhance Auspine Prefab's reputation as a leading producer and reliable supplier of quality prefabricated engineered timber building products.
- 9.2 To build on the flexibility and team-based approach in every aspect of the Company's operations to ensure customer requirements and expectations are consistently met and the site remains competitive and profitable.
- 9.3 To facilitate and complement an expansion of site operations which will improve output and associated turnover.

PART 2. EMPLOYEE RESPONSIBILITIES

10. Basic Responsibilities of all Employees

Under the terms of this Agreement, all employees are expected to:

- 10.1 Perform all work to the best of their ability, skill and competence and in accordance with their job description.
- 10.2 Carry out work at any location on site where reasonably requested and with reference to Company inclement weather procedures.
- 10.3 Comply with all relevant policies, practices or procedures as varied from time to time in accordance with the consultative provisions outlined in this Agreement.
- 10.4 Do their best to promote, and not harm, the Company's business, interests and reputation.
- 10.5 Apply care and common sense in performing work.
- 10.6 Comply with all reasonable instructions in order to protect their own health and safety, and the health and safety of other employees and any other person having dealings at the workplace.
- 10.7 Not be absent from the workplace without approval.
- 10.8 Advise as early as possible prior to the commencement of their rostered shift of an inability to attend work due to illness or injury.
- 10.9 Not disclose in any way to anyone outside of the Company and to keep confidential any confidential information that they may become aware of through their employment. Confidential information includes all information relating to the Company's business or operational interests, its methodology and affairs, financial information and anything else designated by the Company as being confidential.

11. Disclosure of Information on Engagement

In the event that any inaccuracy or omission is discovered about information provided by an employee in support of an application for employment, promotion or transfer within the Company, the Company may dismiss the employee concerned if there are legal grounds for doing so. Such termination would not occur until the Company, the employee and their representative have had an opportunity to discuss the nature of the inaccuracy or omission and have considered any explanation offered.

12. Alternative Employment

- 12.1 Subject to clause 12.2, an employee must not work for anyone else while employed by the Company without the written authority of the Company. An employee must disclose in writing if he/she wishes to undertake alternative employment.
- 12.2 Written permission to work for someone else may be provided if the Company is of the opinion that such permission will not harm its business or affect the employee's ability to carry out their work or affect any other employment related matters referred to in this Agreement. Such permission will not be unreasonably withheld.

13. Workplace Discrimination and Harassment

- 13.1 The parties agree to respect and value the diversity of the workforce by acting to prevent and eliminate any form of discrimination and harassment in the workplace.

- 13.2 Any form of discrimination or harassment on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin will be dealt with in accordance with the *Act* and Company procedure.

14. A Team-based Approach to Work

- 14.1 All employees will work as part of a team.
- 14.2 The team will have the authority to make decisions within defined parameters. Employees are expected to provide input and assistance to the team's decision making processes.
- 14.3 Employees are encouraged to raise any issue which is of concern and to provide suggestions about any aspect of the processes and operations that they believe require improvement. The processes set out in Part 3 of this Agreement are intended to ensure that employees' views are dealt with in a practical and proper way.

PART 3. CONSULTATION AND COMMUNICATION

15. Team Consultation

Regular consultation will occur regarding all matters affecting employment and operational issues. It is expected that employees will use this consultative process as an opportunity to constructively raise matters likely to affect the team's and the Company's performance. Nothing in this Agreement should be taken as limiting an individual employee's capacity to take a matter up directly with their Manager. Direct communication of this type is encouraged.

16. Employee Representatives

16.1 Employees are entitled to seek representation from a nominated employee representative when dealing with matters directly related to their employment under this Agreement.

16.2 Employees nominated as employee representatives will be provided with reasonable paid time and appropriate training to assist them in effectively resolving any employment related issues arising under this Agreement.

17. Workplace Consultative Group

17.1 A Workplace Consultative Group comprising Company and nominated employee representatives will be maintained for the duration of this Agreement.

17.2 Where a change likely to affect the majority of employees is proposed, the Company will consult with the Workplace Consultative Group prior to discussing such issues with affected employees.

17.3 The Company will provide employees with the opportunity to nominate representatives to act on their behalf in all matters associated with the consultative process and to provide employees with details of the issues and proposals subject to discussion.

17.4 The Company will provide appropriate training for nominated management and employee representatives participating in the Workplace Consultative Group. The aim of the training will be to provide members of the Consultative Group with relevant skills that will improve the efficiency of meetings and the effectiveness of communication and feedback processes.

18. Resolving Workplace Grievances, Concerns or Disputes

18.1 It is agreed that if there is any problem, complaint or dispute during the life of this Agreement, the following procedures shall apply. A genuine attempt will be made by the Company and employees to work towards an amicable resolution of such problems, complaints or disputes at the early stages of this process. This does not preclude involvement of an employee representative in the process at any stage.

18.2 An appropriate and reasonable timeframe should be allowed for all stages of this process to be finalised and to ensure that the dispute is resolved promptly.

18.3 While a matter is being dealt with, work will continue as normal except where there is a bona-fide concern regarding an immediate threat to an employee's health or safety. Where there is a bona-fide safety issue, the employee must perform alternative work as directed. There will be no bans, stoppages or limitations in the way that work is customarily performed. The Act prohibits industrial action during the life of this Agreement.

18.4 In the first instance, the Team Leader should be advised of the problem, complaint or dispute by the employee(s) directly involved, with a view to resolving the matter. In cases where this is not appropriate, an employee may seek to raise the issue with an employee representative.

- 18.5 If the employee(s) is not satisfied with the response from the Team Leader, the matter may be referred to a more senior manager for further consideration.
- 18.6 If the matter still remains unresolved, it may be referred to the Site Manager.
- 18.7 Prior to any referral of the matter to the AIRC, the Site Manager, the employee(s) concerned and their representative must have met to discuss the potential settlement of the dispute. In the event that the matter remains unresolved following consultation between the Site Manager, the employee(s) and their representative, the matter may then be referred to the AIRC for mediation or conciliation.
- 18.8 If mediation or conciliation fails to resolve the matter, the matter may be referred to the AIRC for arbitration.
- 18.9 The AIRC may exercise such procedural powers in relation to conciliation, arbitration, hearings, witnesses, evidence and submissions as are necessary to make the conciliation or determination effective including, but not limited to, the powers set out in s.110 and s.111 of the Workplace Relations Act 1996.

PART 4. SKILL ACQUISITION AND PERSONAL DEVELOPMENT

19. Mutual Obligations to Training

- 19.1 Employees will be provided with all necessary training to ensure they have the skills and competencies needed to perform work at their classified level.
- 19.2 Employees are required to undertake training either on the job or off the job to enhance and broaden their work skills consistent with their employment classification.
- 19.3 Employees participating in training during their ordinary hours of work will not be paid less than what they would have been paid in respect to the ordinary hours they would have worked, had they not undertaken the training.
- 19.4 Employees undertaking training which requires them to work additional hours, will be entitled to be paid at the applicable additional hours rates prescribed in clause 22.2 of this Agreement.
- 19.5 By agreement, some training may be undertaken in an employee's own time on a non-paid basis.
- 19.6 Employees authorised to attend training away from the Prefab site will be reimbursed for any additional travel costs to those normally incurred in travelling to and from work.
- 19.7 Employees are required to teach work skills and procedures to other employees as and when required.
- 19.8 Employees (other than Team Leaders) involved in the provision of training to other employees in their capacity as a qualified workplace trainer will be paid an allowance in addition to their hourly rate when they are required to formally train others in the workplace.
- 19.9 Team Leaders will be required to undertake training and maintain accreditation as Workplace Trainers and Assessors. As qualified Workplace Trainers and Assessors, Team Leaders will have the additional responsibility of formally training and assessing other employees in the workplace against national and industry competency standards, provision for which has been made in the Level 7 rate of pay.
- 19.10 Training for career development will be offered and authorised in accordance with the Auspine Staff Training Policy.
- 19.11 Where the Company has required or authorised employees to undertake external training, and the employees have provided satisfactory evidence of successful progress, the Company will reimburse employees for the incurred cost of any standard course fees and any prescribed text books.

PART 5. EMPLOYMENT CATEGORIES

20. Employment Categories and Terms of Engagement

20.1 Probationary Employment

20.1.1 The Company may engage a full-time or part-time employee for an initial probationary and qualifying period of employment for the purpose of determining the employee's suitability for ongoing employment. The employee will be advised at the time of engagement that the employment offered is probationary and that the duration of the probationary and qualifying period may be for a period of up to six months.

20.1.2 During the probationary period, either party may terminate employment by providing one (1) week's notice to the other.

20.1.3 The employee's work performance will be assessed on a monthly basis during the probationary period with a view to establishing the employee's suitability for ongoing employment.

20.1.4 The period of probationary and qualifying employment will be considered part of an employee's period of continuous service for all purposes of this Agreement.

20.2 Full-time Employment

20.2.1 Full-time employees are engaged for a maximum of 38 hours per week averaged over the work cycle of the work area concerned and are entitled to all of the relevant provisions of this Agreement.

20.3 Part-time Employment

20.3.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which will average less than 38 hours per week. The conditions of engagement will be provided to the employee in writing, and any subsequent hours of work arrangements may be varied by consent.

20.3.2 Part-time employees will be remunerated on a pro-rata basis in proportion to the number of ordinary hours worked relative to a full time employee.

20.3.3 The terms and conditions of employment relating to full-time employees will also apply to part time employees.

20.3.4 Annual leave and personal leave entitlements will accrue on a pro-rata basis in proportion to the number of ordinary hours worked relative to a full time employee.

20.4 Casual Employment

20.4.1 The employment of casual employees will be based on the Company's ability to provide work and the availability of the casual employee to perform that work.

20.4.2 Casual employees are engaged on an hourly basis and will be paid at an hourly rate based on 1/38th of the rate applicable to the work performed as detailed in the Wages Schedule of this Agreement.

20.4.3 Casual employees will receive a loading of 20% in addition to their ordinary rate of pay in lieu of an entitlement to paid leave (other than long service leave) and payment for public holidays.



20.4.4 A casual employee engaged for a part of any day shall be entitled to a minimum of four (4) hours pay per day whether the casual employee is required to work for four (4) hours or not.

20.4.5 Casual employees who work in excess of the ordinary hours fixed for full-time employees on any day shall be paid at the appropriate additional hours rate provided in this Agreement and based on their actual rate of pay.

20.5 Fixed Term Employment

20.5.1 Fixed term employment may be offered for a specified period or for the duration of a specific task or project.

20.5.2 The term of employment in a temporary, fixed term capacity will be specified at the time of engagement.

20.5.3 Should an employee, initially engaged in a fixed term capacity, accept an offer of on-going employment with the Company, that employee will not be required to serve the probationary & qualifying period specified at Clause 20.1.1 of this Agreement

20.5.4 All of the terms and conditions applicable to permanent employees as outlined in this Agreement will apply in the event of a permanent appointment to a position.

PART 6. HOURS OF WORK

21. Ordinary hours of work

- 21.1 The working arrangements operating under this Agreement provide for hours of work up to a maximum of 38 ordinary hours per week, to be averaged over a four (4) week cycle.
- 21.2 The parties agree that customer expectation and industry requirements demand a flexible approach to when, at what times and how long work is required to be performed. The Company will consult with teams on an ongoing basis in deciding on the most appropriate work patterns that will meet these needs.
- 21.3 The Company will endeavour to provide employees with as much notice as is possible of any proposal involving a change to shift arrangements.
- 21.4 The Company will use its best endeavours to reasonably accommodate employees whose individual circumstances make it difficult for them to participate in any new shift arrangement arising from this process.
- 21.5 In line with the commitment of the Company and its employees to meeting customer requirements, the Company may implement any of the following working arrangements with two (2) weeks notice:

21.5.1 Production day work

- (a) Employee's ordinary hours of work will be up to a maximum of thirty eight (38) hours per week averaged over the work cycle.
- (b) Employee's will be scheduled to work their ordinary hours of work between the hours of 6.00am and 6.00pm on Monday to Friday in one of the following working arrangements:

	Working Arrangements	Rostered Day Off Accrual
1	5 x 8 hour shifts per week – Monday to Friday	Accrue 1 x RDO on completion of every 152 hour work cycle
2	4 x 10 hour shifts per week – Monday to Thursday	Accrue 1 x RDO on completion of every 152 hour work cycle
3	4 x 9.5 hour shifts per week – Monday to Thursday	No RDO accrual

- (c) Employees will be expected to be at their designated work stations, in their protective clothing and ready to commence work, at their rostered commencement time.
- (d) Employees may be required to vary their existing day work roster arrangements and work on shift to cover planned and unplanned absences through the provision of 48 hours notice.

21.5.2 Production shift work

- (a) Shifts may be worked on a two-shift, or three-shift basis. For the purposes of this clause:
- "Day Shift" means any shift commencing on or after 6.00am and finishing at or before 6.00pm.
 - "Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.
 - "Night Shift" means any shift finishing after midnight and at or before 8.00am.

- (b) An employee's ordinary hours of work will be a maximum of thirty eight (38) hours per week averaged over the work cycle in one of the following working arrangements:

	Shift Arrangements	Rostered Day Off Accrual
1	2 x 8 hour shifts per day (day & afternoon shift) over 5 days per week – Monday to Friday.	Accrue 1 x RDO on completion of every 152 hour work cycle
2	2 x 10 hour shifts per day (day & afternoon shift) over 4 days per week – Monday to Thursday.	Accrue 1 x RDO on completion of every 152 hour work cycle
3	2 x 9.5 hour shifts per day (day & afternoon shift) over 4 days per week – Monday to Thursday.	No RDO accrual
4	3 x 8 hour shifts per day (rotating day, afternoon & night shift) over 5 days per week – Monday to Friday	Accrue 1 x RDO on completion of every 152 hour work cycle

- (c) When working "afternoon shift", employees are entitled to a 15% shift allowance based on their ordinary rate of pay.
- (d) When working "night shift" on a rotational or voluntary basis, employees are entitled to a 15% shift allowance based on their ordinary rate of pay.
- (e) When working permanently on "night shift" on an involuntary basis, employees are entitled to a 30% shift allowance based on their ordinary rate of pay.
- (f) The Company and employees agree that the period of shift hand-over is critical to the smooth operation of the workplace. Work groups will develop a shift hand-over system, such that continuous operation is maintained and all information from the outgoing shift is communicated to the incoming shift.
- (g) Employees will be expected to be at their designated work stations, in their protective clothing and ready to commence work, at the rostered commencement time.
- (h) Employees may be required to vary their existing shift roster arrangements to cover planned and unplanned absences through the provision of 48 hours notice.
- (i) Where the Company determines that an employee is no longer required to work shift work, the employee will be given 7 days notice of ceasing shift work or paid the appropriate shift allowance for the period of notice not provided.

22. Additional Hours (Overtime)

22.1 Working of Additional Hours

22.1.1 Employees may be required or requested to work reasonable additional hours over and above their normal rostered hours of work.

22.1.2 In determining whether additional hours required or requested by the Company are reasonable additional hours, the Company will take into account a number of factors including:

- Any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- The employee's personal circumstances including any family responsibilities;

- The operational requirements of the Prefab Business Unit;
- Any notice given by the Company of the requirement or request that an employee work the additional hours;
- Any notice given by the employee of his or her intention to refuse to work additional hours;
- Whether any of the additional hours are on a public holiday;
- The employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours;
- Any other relevant factor.

22.2 Payment for working additional hours

The rates paid for additional hours are in substitution for and not cumulative upon the shift allowances described under clauses 21.5.2 (c), (d) & (e) of this Agreement.

22.2.1 Additional Hours - Week Days

All additional hours worked on any week day (Monday to Friday) will be paid for at the rate of time and a half for the first two hours and double time thereafter.

22.2.2 Saturday work

All additional hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.

22.2.3 Sunday work

All additional hours worked on Sundays shall be paid at the rate of double time.

22.2.4 Banking of Additional Hours

The option to bank the value of additional hours worked is available to all employees covered by this Agreement, subject to the following conditions:

- All additional hours banked will be credited at the monetary value earned.
- All additional hours banked will be taken in cash and not as time in lieu of hours worked, unless otherwise agreed between the Company and the employee concerned.
- The maximum allowable amount to be banked will be the equivalent of 40 hours pay. Any excess additional hours banked will automatically be paid out in the following pay week.
- Banked additional hours may be paid out on request to the Pay Office.
- In the event that an employee is not entitled to a full weeks pay due to unauthorised leave, such employee will not be entitled to access a payout of banked additional hours, unless otherwise agreed between the Company and the employee concerned.

22.3 Additional hours worked at employee request

The following conditions will apply where an employee requests to work additional hours.

- ### 22.3.1
- From time to time employees may wish to work additional hours to increase their income. A written request to work the additional hours in the form outlined at Schedule 3 should be submitted and approved prior to additional hours being worked at agreed times.

22.3.2 The working of additional hours in this way is entirely voluntary and will be accommodated as workload permits.

22.3.3 Hours worked in accordance with this clause will be paid at the ordinary hourly rate of pay specified at Schedule 1 or may be banked as rostered time off credits on an hour for hour basis.

22.4 Rest Period After Overtime

22.4.1 Employees who work additional hours will be required to observe a rest period of at least 10 hours prior to commencing work on a subsequent rostered shift.

22.4.2 Employees required to resume or continue work without having had such ten consecutive hours off duty, shall be paid double time rates for such period until released from duty. The employee shall then be entitled to be absent until he or she has had ten consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

22.5 Standing By

22.5.1 Where an employee is ready, willing and capable of attending for work and is advised by the Company to be in readiness for a call back to work, the employee will be paid at their ordinary rate of pay for the period of standing by. The period of standing by will cease upon notification to the employee by the Company or when the employee is required to attend the site.

22.6 Call Back

22.6.1 An employee recalled to work additional hours after leaving the work site will be paid a minimum of 4 hours pay at the appropriate additional hours rate.

23. Rostered Time Off

23.1 Where working arrangements and associated hours of work provide for the accrual of a rostered day off (RDO), full-time employees are entitled to a RDO on completion of each 152 hour work cycle.

23.2 For the purposes of this clause a rostered day off represents 7.6 hours.

23.3 Rostered time off will accrue to a maximum of 40 hours at any one time.

23.4 Rostered time off may be taken with one (1) weeks notice. To access rostered time off, employees will be required to complete a leave application form and forwarded it to their manager. In special circumstances and by mutual agreement between the employee and their manager, rostered time off may be granted with less that one (1) weeks notice.

23.5 The Company may request employees to take rostered time off with one (1) week's notice.

23.6 Normally, not more than one (1) rostered day off may be taken in any one (1) month period, however consecutive rostered days off may be taken by mutual agreement between the employee and their manager.

23.7 For operational reasons, rostered time off will not usually be granted to more than two employees from the same team at any one time.

23.8 Where employees are required to work on a scheduled rostered day off, the employees may nominate an alternative rostered day off or be paid at the rate of time and a half for the first two (2) hours and double time thereafter with a minimum payment as for three (3) hours at such rate.

24. Meal Breaks

- 24.1 Employees (other than employees working on a 3 shift roster) are entitled to an unpaid meal break of not less than 30 minutes and not more than one (1) hour provided that an employee is not required to work more than (5) ordinary hours on any one (1) day without a meal break. Employees not provided with a meal break after working 5 hours on any one (1) day will be paid at the rate of time and a half until a meal break of the customary duration occurs.
- 24.2 Employees working on a 3 shift roster operating continuously over 24 hours per day will be entitled to a paid meal break of 20 minutes duration each shift provided that an employee is not required to work more than (5) ordinary hours on any one (1) day without a meal break. Employees not provided with a meal break after working 5 hours on any one (1) day will be paid at the rate of time and a half until a meal break of the customary duration occurs.
- 24.3 Where employees are required to work during a meal break, the employees will be paid at the rate of double time for the period of the meal break so worked. Should employees continue to work beyond the period of the meal break, the employees will be paid at the rate of time and a half until a meal break of the customary duration occurs.
- 24.4 Where employees are required to work more than two (2) additional hours after completing their ordinary hours rostered for a particular day, employees will be entitled to a meal break of 20 minutes duration prior to working the additional hours.
- 24.5 The time and duration of meal breaks may be varied by agreement considering personal and operational requirements.
- 24.6 The time and duration of other breaks (rest breaks) will be by agreement with the team, considering start and finish times and operational requirements.

25. Stand Down of Employees

- 25.1 The Company is not required to pay an employee for any day on which an employee cannot be usefully employed due to:

- any industrial action*, within or outside the Company;
- any breakdown of machinery within, or outside the Company;
- any stoppage of work within the Company for any reasonable cause

that is outside of the control of the Company.

(* The Act prohibits industrial action during the life of this Agreement.)

The onus of proving the reasonableness of any causes for the stand down will be on the Company and the Company will consult with employees prior to any decision being made regarding the stand down of employees.

- 25.2 Where a stand-down continues beyond one week, an employee wishing to terminate employment on the basis of the prevailing situation may do so without the requirement to provide the period of notice prescribed at clause 45.3 of this Agreement. In such circumstances, the forfeiture of wages due equal to the period of notice not given will not apply.

26. Emergency Provisions

The following provisions apply when, through no fault of the Company, the Prefab site is subject to the immediate restriction, rationing or discontinuance of electrical supply, fuel or gas which disrupts normal operations for a period of up to one week.

- 26.1 In such circumstances, the Company may deduct from wages, payment for any part of a day or shift where an employee cannot be usefully employed to the following extent:
- 26.1.1 Where an employee (other than an Apprentice) who has been required to attend work but is unable to be usefully employed on arrival at the site on the day such disruption occurs, the employee will be entitled to be paid for two (2) hours work, which will include the relevant shift allowance applicable to the rostered hours to be worked that day.
- 26.1.2 An employee (other than an Apprentice) who has commenced work on the day such disruption occurs will be entitled to be paid for a minimum of four (4) hours work, and such payment will include the relevant shift allowance applicable to the rostered hours to be worked that day.
- 26.2 Where restrictions, rationing or discontinuance of supply extend beyond one (1) week, the Stand Down provisions detailed at clause 25 will apply.
- 26.3 The Company may, by agreement with an employee, allow leave to be taken by the employee without notice for any part or whole of any day or shift on which they cannot be usefully employed.

PART 7. REMUNERATION & BENEFITS

27. Wage Increases

- 27.1 The rates of pay applicable to all classification levels set out in Schedule 1 will be increased by 4 % effective from the first pay period commencing on or after approval of the Agreement.
- 27.2 The rates of pay applicable to all classification levels set out in Schedule 1 will be increased by a further 4% effective from the pay period commencing 18th November 2009.

28 Allowances

28.1 First Aid Allowance

- 28.1.1 The First Aid Allowance provided for at Schedule 1 will be payable to duly appointed first aid personnel who hold a certificate as a first aid attendant issued by the St John's Ambulance or similar body.
- 28.1.2 This Allowance continues to be payable during absences associated with annual leave, personal leave and public holidays.

28.2 Meal Allowance

- 28.2.1 Where employees are required to work two (2) or more additional hours after completing their ordinary hours rostered for a particular day, without prior notification on the previous day, the employees will be provided with a meal or be paid the meal allowance as prescribed at Schedule 1 of this Agreement.
- 28.2.2 In the circumstances where an employee is called in to perform at least two additional hours and they have not been given reasonable opportunity (at least 8 hours) to prepare a meal, the employee will be provided with a meal or be paid the meal allowance detailed in Schedule 1 of this Agreement.
- 28.2.3 Where a meal allowance is paid after the first two additional hours have been performed and the employee continues to work, subsequent meal allowances are then payable at four hourly intervals.

28.3 Motor Vehicle Allowance

- 28.3.1 Where an employee uses their motor vehicle with the approval of their manager in the course of their employment, the employee shall be paid the motor vehicle allowance prescribed in the Wages Schedule of this Agreement.

28.4 Travel Expenses

- 28.4.1 Employees required to travel and work away from the Gillman site (at the request of the Company) will be reimbursed reasonable expenses in accordance with the Company's Travel Policy. Expense categories eligible for reimbursement are:

- All travel fares reasonably incurred
- Approved accommodation costs
- The cost of meals and incidentals reasonably incurred

- 28.4.2 Employees will be required to furnish copies of tax invoices for all expenses incurred.

28.4.3 Where employees engaged at the Prefab site are required to work at another Company site on a permanent basis, and the relocation requires employees to change their place of residence, the employees concerned will be reimbursed reasonable travel expenses for a period not exceeding three (3) months whilst travelling between such localities. In the case where employees are in the process of purchasing a new home in the new locality, employees will be reimbursed for reasonable travel expenses until the employees have taken up residence at the new location or for a period not exceeding six months, whichever is the lesser period.

28.5 Mixed Functions

28.5.1 An employee engaged in work of a higher classification for more than two hours per shift (in aggregate), will be paid at the higher rate for the whole of the shift or shifts worked. An employee who is engaged in work of a higher classification for two hours or less per shift (in aggregate), will be paid at the higher rate for only the time so worked.

28.6 Supply and Wearing of Personal Protective Equipment

28.6.1 The Company will provide employees with suitable personal protective equipment relevant to the area the employee is operating, and in accordance with the safety requirements of any task to be undertaken. Personal protective equipment includes protective headwear, protective eyewear, hearing protection, protective footwear (annual issue) and gloves.

28.6.2 Employees will be responsible for complying with OH&S procedures in relation to the wearing and maintenance of personal protective equipment designated for each work area and task performed. Personal protective equipment will be replaced on a fair wear and tear basis.

28.7 Damage to Clothing, Tools and Other Items

28.7.1 The Company will reimburse employees for any damage caused by fire or corrosive substances at work to clothing (other than Company provided clothing), tools of trade, spectacles, hearing aids and dentures.

28.8 Case Hardened Glasses

28.8.1 The Company will reimburse employees for the cost of case hardening prescription lenses where they are required to wear them in the course of their employment.

29. Superannuation

The Company will contribute superannuation on behalf of an employee to a complying fund nominated by the employee as required under the Superannuation Guarantee Charge Act 1992 (as amended from time to time). In the event that an Employee does not nominate a complying fund, all contributions will be paid into the Timber Industry Superannuation Scheme (TISS).

30. Salary Sacrifice for Superannuation

Subject to the following conditions and to Australian taxation and superannuation laws and rulings applying from time to time, an employee may apply to the Company to salary sacrifice part of his or her ordinary time earnings under this Agreement toward superannuation.

30.1 It is the employee's responsibility to seek independent advice about the personal financial implications of salary sacrifice before entering into salary sacrifice arrangements.

- 30.2 Any salary sacrifice arrangement will be by mutual agreement between each individual employee and the Company. The Company's approval will not be withheld unreasonably.
- 30.3 The specific salary sacrifice arrangements will be agreed between the employee and the Company in writing and will detail the amount of remuneration to be salary sacrificed together with any associated cost deductions (eg Fringe Benefits Tax). The employee shall bear the responsibility associated with taxation and any other additional costs in respect of the salary sacrifice arrangements. The total net cost to the Company must be no greater than if the salary sacrifice did not occur.
- 30.4 The salary sacrifice must be a fixed, regular amount each pay. Remuneration arising from banked RDOs and overtime is not able to be salary sacrificed.
- 30.5 Salary sacrifice arrangements may be cancelled by the employee or the employer providing 21 days written notice to the other party.
- 30.6 Should Australian taxation legislation with respect to salary sacrifice of superannuation change, the Workplace Consultative Group will review these salary sacrifice provisions to ensure that processes are in place to allow employees to be fully informed about the changes and how those changes may potentially affect them.

31. Payment of Wages

- 31.1 Wages will be paid on a weekly basis via electronic funds transfer into the employee's nominated bank account. Wages will be available for an employee's withdrawal no later than at the close of business (5.00pm) on the day such wages are due.
- 31.2 In the event that technical problems within the EFT system, which can be shown to be beyond the control of the Company, prevent an employee from collecting his/her wages at the close of business (5.00pm) at the nominated bank on the day such wages are due, the Company shall take immediate action to ensure such employee receives due payment or part payment by cash, or where agreed, by cheque. Such action shall ensure that the employee receives due payment by 11.00am the next day. In the event that such actions are unsuccessful and payment is not available by 11.00am the next day, the provisions of clause 31.3 will apply.
- 31.3 Where a situation arises, due to Company error or neglect, where wages are normally payable by EFT and the employee's wages are not available by either cash or cheque at close of business (5.00pm) on the due day, the employee will be paid overtime rates for all ordinary hours worked from that time until the time that wages are available, provided that this penalty will not exceed payment as for 38 hours.
- 31.4 On or prior to the day on which wages are due, the Company will provide a Payslip to employees detailing the following information:
- Date of payment;
 - Period covered by such payment;
 - The amount of wages paid for ordinary hours of work;
 - The number of hours paid at overtime rates and the amount paid;
 - The nature and amount of all allowances paid;
 - The nature and amount of any deductions;
 - Any leave payments;
 - The gross and net amount of wages paid.
- 31.5 Payment of Wages Upon Termination

Any outstanding wages and entitlements on termination of employment will be paid into the employee's bank account via EFT and will be available on the day following the date of termination.

31.6 Wage Records

The Company will maintain wage records in accordance with the requirements of the Workplace Relations Act as amended from time to time.

32. Company Uniform

32.1 Employees will receive a minimum annual allowance of \$200 for Company uniforms. The conditions associated with the provision of a uniform allowance will be determined by the Company in consultation with the Workplace Consultative Group.

32.2 Uniforms must be worn at all times whilst on duty and must be maintained in a reasonable standard of presentation and repair.

32.3 The Company will meet with employee representatives to consult on options for an increase in the range of appropriate and acceptable uniform items, to ensure that all weather conditions are reasonably provided for.

33. Journey Accident Insurance Cover

The Company will provide insurance cover against the loss of wages related to journey accidents involving any employee covered by this Agreement on the following basis:

33.1 The insurance cover will apply in the event that the employee is incapacitated for work as a result of an injury sustained whilst the employee is travelling directly to and from his or her home and place of work for the purpose of attending work (including during meal breaks).

33.2 An employee incapacitated in accordance with clause 33.1 will be entitled to income maintenance at ordinary time rates of pay during the period of incapacity in accordance with the policy. The Company will make up any shortfall in the weekly income maintenance paid under the policy relative to the ordinary time earnings of the employee, for the period of the incapacity.

33.3 The policy may include a waiting period before the commencement of benefits, during which time employees may access sick leave or other accrued leave. At the commencement of this Agreement the waiting period is seven days.

33.4 The company will determine the insurance provider.

33.5 An employee will not be entitled to be paid sick or other leave entitlements for the period during which the employee is entitled to benefits pursuant to this clause.

33.6 In the event that an employee claim is rejected, the Company will not be liable for any financial shortfall in entitlement payments.

PART 8. LEAVE

34. Calculation of Continuous Service

For the purposes of this clause and the calculation of continuous service, an employee's service will be deemed to be continuous unless:

- An employee is absent from work for a period of unpaid leave on account of personal sickness or accident that is greater than 28 days in duration. In this circumstance, any unpaid leave of absence greater than 28 days in duration will not count as continuous service in relation to accruing leave.
- An employee is absent from work for any period without reasonable cause or where a leave of absence has not been approved.

35. Annual leave

35.1 Entitlement

35.1.1 Full-time employees accrue an entitlement equivalent to 152 hours of paid annual leave for each completed year of continuous service in accordance with the provisions of the Act. Part-time employees accrue an entitlement on a pro-rata basis.

35.1.2 Casual employees do not accrue an entitlement to annual leave.

35.2 Taking of Annual leave

35.2.1 Applications for annual leave shall be forwarded to the relevant manager for approval with a minimum of four (4) weeks notice of the time of taking such leave, unless otherwise agreed.

35.2.2 Employees may elect to take annual leave in single day periods or part of a single day at a mutually agreeable time or times consistent with operational requirements.

35.2.3 To assist employees in balancing their work and family responsibilities, an employee may elect to accrue and carry forward annual leave for a maximum of two years from the date of entitlement. In the event that an employee accrues annual leave in excess of this entitlement, the Company may direct that the employee utilises up to 25% of that accrued entitlement.

35.3 Payment for Period of Annual Leave

35.3.1 Each employee accessing annual leave 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.

35.3.2 Day workers

An employee who would have worked on day work only, had the employee not accessed annual leave, shall receive a loading of 17.5% based on the value of wages paid for the period of approved annual leave.

35.3.3 Shift workers

An employee who would have worked on shift work had the employee not accessed annual leave, and whose shift allowance would have been less than the 17.5% annual leave loading, shall receive a loading of 17.5% in lieu of the shift allowance. Where the shift allowance the employee would have received is in excess of the 17.5% leave loading, the employee shall

receive the relevant shift allowance for the period of annual leave.

35.4 Payment on Termination

35.4.1 In the event that an employee leaves the Company after one (1) month of continuous service, the employee will be paid any accrued annual leave at their ordinary rate of pay.

35.4.2 In addition to payment for accrued annual leave on termination, an annual leave loading of 17.5% will also apply to annual leave accrued but not taken for a full twelve months qualifying period of service, based on the employee's anniversary date of commencing employment with the Company.

35.4.3 Annual leave accrued for less than the full twelve (12) months qualifying period of service will only attract an annual leave loading of 17.5% on termination where;

- An employee has more than 6 months service; and
- The employee's employment is terminated by the Company for a reason that is not related to the employee's performance or conduct (i.e. redundancy).

36. Personal leave

36.1 Entitlement

36.1.1 Full-time employees are entitled to 76 hours paid personal leave per year based on continuous service. Part-time employees are also entitled to paid personal leave on a pro-rata basis to that of a full-time employee.

36.1.2 Casual employees do not accrue an entitlement to paid personal leave.

36.1.3 A statement of an employee's entitlements as at the beginning of the employee's personal leave year will be provided to an employee upon request.

36.2 Taking of Personal Leave

36.2.1 Paid Personal Leave will be available to employees when they are absent due to:

- Personal illness or injury (sick leave); or
- For the purpose of caring for an immediate family or household member who requires the employee's care and support due to personal illness or injury or an unexpected emergency affecting the member (carers leave).

36.3 Carers Leave

36.3.1 In the event that an employee is required to provide assistance in the care of a family or household member (as defined) the employee may access personal leave entitlements to accommodate this requirement up to a maximum of 76 hours per year.

36.3.2 An employee, including a casual employee, may with the consent of the Company take up to 2 days unpaid leave per year for occasions where family responsibilities require the employee to be absent from work.

36.4 Notice Required

36.4.1 Wherever practicable, employees (or a person on the employee's behalf) are to advise the Company as early as possible of their inability to attend work due to illness or injury and the estimated duration of absence, prior to the commencement of their rostered shift.

36.4.2 In the case of carers leave, where practicable, the employee should outline the circumstances relating to the request for leave prior to commencing the leave.

36.5 Provision of Medical Certificates and Approval of Personal Leave

36.5.1 An employee who accesses personal leave must provide a leave form and, if required, a medical certificate or statutory declaration to their Team Leader within 3 working days of returning to work.

36.5.2 Employees may take up to two (2) single days of sick leave in a twelve-month period (based on their anniversary date) without a medical certificate or other appropriate documentation. A leave form must be completed in each instance.

36.5.3 Employees may take carers leave without the production of a medical certificate or statutory declaration subject to appropriate notification being provided.

36.6 Redemption of Accrued Personal Leave Entitlements

36.6.1 An employee may seek to redeem the monetary value of unused personal leave up to a maximum of 76 hours per year, provided that an accrued entitlement of at least 114 hours is retained. The redemption of personal leave will be calculated on the basis of the employee's ordinary rate of pay and processed in the second pay period in February each year.

36.6.2 Employees who elect to receive such payment should notify the pay office in writing by the end of January each year.

37. Compassionate Leave

37.1 Entitlement

37.1.1 Employees are entitled to up to two (2) days paid leave on each occasion they are required to attend the funeral of a member of their immediate family or household; or spend time with a family or household member suffering a life threatening illness/injury.

37.1.2 Compassionate leave is non-cumulative and for the purpose of this clause, an occasion is limited to each separate life threatening illness or injury sustained by the person concerned.

37.1.3 Employees may apply to their manager to access other leave entitlements in conjunction with Compassionate leave where personal circumstances necessitate the extension of leave.

37.2 Applying for Compassionate Leave

37.2.1 Employees must advise their manager as soon as possible of the need to take compassionate leave.

37.2.2 The Company may require an employee to provide proof of the requirement to take and be paid for compassionate leave.

38. Long Service Leave

Long service leave will accrue and be granted in accordance with the South Australian Long Service Leave Act 1987.

39. Parental Leave

Employees are entitled to Parental Leave (i.e. Maternity Leave, Paternity Leave or Adoption Leave) in accordance with the Act.

40. Blood Donors Leave

40.1 Employees are entitled to be absent during ordinary working hours for the purpose of donating blood and shall not suffer any deduction of ordinary pay (up to a maximum of four (4) hours on each occasion and subject to a maximum of four (4) separate absences) each calendar year.

40.2 Employees must provide reasonable notice and make the necessary arrangements with the Team Leader prior to the taking of this leave. In this clause ordinary pay means all payments normally made for a shift worked in ordinary hours as prescribed at Schedule 1.

40.3 Proof of attendance and duration of visit will be furnished by the blood-taking organisation and provided to the Company for payroll purposes.

41. Emergency Services Leave

A permanent employee who with the consent of the employer is absent during ordinary working hours to undertake voluntary fire fighting or emergency services work shall not suffer any reduction in ordinary time earnings. This clause only applies where the employee is undertaking such voluntary work as a member of an accredited organisation such as the Country Fire Services or State Emergency Services organisations. Proof of attendance for such volunteer work shall be furnished to the satisfaction of the Company. A leave form will be completed upon return to work.

42. Jury Service Leave

An employee required to attend for jury service during ordinary working hours will be reimbursed an amount equal to the difference between the amount paid for attending such jury service, and the amount they would have received for the ordinary hours they would have worked had they not been required to attend for jury service.

43. Other Leave

The Company may grant, at its discretion, unpaid leave upon request.

44. Public Holidays

44.1 Full-time and part-time employees will not lose ordinary pay as a result of a public holiday falling on a day that they would normally be rostered to work. Employees will be paid at their ordinary rate of pay for that day.

44.2 The Act specifies that the following days will be treated as public holidays:

New Years Day (January 1), Australia Day (26 January), Good Friday, Easter Monday, Anzac Day (25th April) Christmas Day (25th December).

44.3 Employees are also entitled to the following public holidays in addition to those listed under clause 44.2:

Easter Saturday, Queen's Birthday, Labour Day, Proclamation Day and Adelaide Cup Day.

44.4 Where public holidays fall on a Saturday or a Sunday and an alternative day is observed, employees will be entitled to a day off on the observed day and be paid for that day at their ordinary rate of pay.



- 44.5 Where public holidays are prescribed in South Australia on days other than those listed under clauses 44.2 and 44.3 respectively, those days will constitute additional public holidays for the purposes of this Agreement.
- 44.6 Employees will not generally be rostered to work on a public holiday, but may be requested to do so in accordance with the provisions of the Act.
- 44.7 Employees who are required to work on a public holiday will be paid the public holiday at their ordinary rate of pay plus time and a half for all hours worked on that day with a minimum payment as for three (3) hours at such rate.
- 44.8 Where agreed between the majority of employees and the Company, a public holiday may be substituted without penalty for equivalent time off on a Monday or a Friday.

PART 9. TERMINATION OF EMPLOYMENT

45. Termination of Employment & Notice Period

45.1 Termination of Employment

An employee's employment may be terminated by the Company on the basis of:

45.1.1 serious and wilful misconduct, i.e conduct which, at common law, would justify summary dismissal; or

45.1.2 the cessation of a casual, or fixed term contract of employment.

45.2 Notice of Termination by the Company.

45.2.1 In order to terminate the employment of a full-time or part-time employee, the Company will provide the applicable period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

45.2.2 In addition to this notice, an employee over 45 years of age at the time of giving notice and with not less than two (2) years continuous service, is entitled to an additional one (1) week's notice.

45.2.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by requiring the employee to work part of the required period of notice and payment in lieu for the period of notice not worked.

45.2.4 In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time that would have been worked during the period of notice (had employment not been terminated) will be used.

45.2.5 The period of notice in this clause, will not apply in the case of dismissal for the reasons set out in clause 45.1.1 or if the employee is a casual employee, an apprentice or an employee engaged for a specific period of time or for a specific task or tasks. In this case, notice may be immediate.

45.2.6 In the circumstance where an employee's employment is terminated by the Company through no fault of the employee within 14 days of a public holiday, and the employee is re-engaged within 14 days after such public holiday or the resumption of work after a shutdown period, the employee shall be entitled to be paid for the public holiday.

45.2.7 An employee shall be allowed up to one day off without loss of pay during the notice period for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee and the Company.

45.3 Notice of Termination by Employees

45.3.1 The notice of termination required to be given by an employee is the same as that required to be given by the Company, save and except that there is no requirement on the employee to give additional notice based on age.

45.3.2 If the employee fails to give notice, the Company has the right to withhold monies due equal to the ordinary time rate of pay for the period of notice not given.

46. Abandonment of Employment

46.1 An employee absent from work for a continuous period exceeding three working days without the approval of the Company and who subsequently fails to establish to the satisfaction of the Company that such absence was due to a reasonable cause will be deemed to have abandoned employment.

46.2 Termination of employment by virtue of abandonment in accordance with this clause will be effected from the date of the employee's last day of attendance at work, the last day of authorised leave or the date of the last absence in respect of which notification was provided to the Company, whichever is the later.

46.3 The Company will not effect termination on the basis of abandonment without first seeking to establish the reason of the employee's unauthorised absence and determining the circumstances which may have prevented the employee providing adequate notification of such absence.

47. Redundancy

47.1 Application

47.1.1 These provisions will apply to employees subject to this Agreement in the event of the need to terminate their employment by reason of redundancy arising from:

- a general down-turn in business activities associated with a decline in demand for the Company's products, or non-availability of resource materials;
- restructuring of the business, reorganisation of work systems or staffing levels;
- mechanisation and/or technological change, causing positions to be made redundant and employees to be retrenched; or
- permanent removal of a job function.

47.2 Selection process

47.2.1 The following criteria will be applied when selecting employees to be made redundant.

- Voluntary redundancy;
- Skills and versatility;
- Length of service (last on - first off)
- Affirmative Action criteria; and
- Ability to transfer to other locations.

47.2.2 Employees with a partial or total incapacity for work arising from a workplace injury will be treated in accordance with the requirements of the South Australian Workers Rehabilitation & Compensation Act.

47.2.3 Voluntary retrenchments will be considered as the first option, provided that this does not affect the skills required to effectively maintain the operations of the business.

47.2.4 The Company will not knowingly transfer an employee into a position which is to become redundant within a period of eight (8) weeks prior to any terminations.

47.3 Alternative position at the same site

47.3.1 Where the Company offers an employee whose position has been made redundant an alternative position at the same or lower rate of pay as the result of the permanent removal of a job function and the employee declines such an offer, the resultant termination of employment will be deemed to have been made by the Company and the employee will be entitled to the benefits of this Agreement.

47.3.2 Where an employee accepts an alternative position of a different character a three (3) months trial period will apply.

47.3.3 Where an employee accepts a position within the Company which is at a lower rate of pay than the employee's current rate of pay, the employee's current rate of pay will be maintained until such a time as the rate for the position equals the employee's rate.

47.4 Alternative position at a different site

47.4.1 Employees who accept an alternative position at a different site which involves relocating their place of residence, will be entitled to a six (6) months trial period to determine their suitability for the new position and will have access through the appeals mechanism to seek further consultation if required.

47.5 Notice Period

47.5.1 The Company will consult with employees at the earliest opportunity, and where possible, will endeavour to give three (3) months' notice of redundancy. Employees subject to redundancy will be given a minimum of four (4) weeks' formal notice or payment in lieu of such notice. Employees over 45 years of age shall receive an additional one weeks' formal notice or payment in lieu of such notice.

47.5.2 An employee who has been given formal notice of redundancy may, with the agreement of the Company, elect to leave their employment prior to completing the notice period. In such cases any payments arising from this Agreement will be calculated to the actual date of termination.

47.6 Death of employee under notice of redundancy

47.6.1 Should an employee under notice of redundancy die prior to the date the redundancy would have taken effect, all benefits due under this Agreement will be paid to the employee's nominated dependent. Where no dependent is nominated the payment will be made to the employee's legal trustee.

47.6.2 The benefits provided by this Agreement will be the actual benefits payable and no additional claims will be made.

47.7 Severance Payments

47.7.1 Employees made redundant during the life of this Agreement shall be paid three (3) weeks' pay for each year of continuous service or part thereof, up to a maximum of 104 weeks' pay.

47.7.2 The rate of pay on which these entitlements will be based will be the ordinary time weekly earnings. The ordinary time weekly earnings includes applicable shift loadings for employees performing shift work but excludes:

- Overtime

- Penalty Rates
- Disability Allowances
- Special Rates
- Travel Allowances
- Bonuses and
- Any other ancillary payments of a like nature

47.7.3 Employees provided with suitable alternative employment (subject to clause 47.3 & 47.4 of this Agreement), or employed on a casual or fixed term basis, are not entitled to severance pay.

47.8 Leave Entitlements and Payments

47.8.1 An employee's entitlement to Long Service Leave (or payment in lieu thereof) will be in accordance with the South Australian Long Service Leave Act, except that entitlement to pro-rata leave will be made after completion of 5 years of service in the case of redundancy.

47.8.2 All outstanding Personal leave entitlements accrued and not taken or cashed out will be paid on retrenchment, up to a maximum of 152 hours, plus 50% of the balance.

47.8.3 Employees who are re-employed within 12 months of being made redundant will be deemed not to have broken their continuity of employment for the purpose of the Long Service Leave Act 1987 and will be entitled to all conditions which they would have received had their service not been terminated. Where payment has been made for Long Service Leave, Annual Leave and Personal Leave accrued to the termination date, entitlements to such payments will accrue from the date of re-employment.

Example: An employee is made redundant after 5 years, but less than 7 years of continuous service, receives payment for 5 years of pro rata Long Service Leave in accordance with the redundancy entitlements of this Agreement.

The employee is employed again by the Company within a 12 month period and becomes eligible to take Long Service Leave after a combined 10 years of continuous service. At the completion of the combined 10 years of continuous service, the employee will have access to accrued Long Service Leave equivalent to 5 years of continuous service.

47.9 Superannuation

47.9.1 Superannuation benefits will not be limited or offset against severance payments provided by this Agreement.

47.10 Assistance

47.10.1 The Company will make every effort to assist employees who are made redundant to secure alternative employment. A reasonable amount of time off without loss of pay will be granted to employees under notice to attend employment interviews, provided that where the company requires proof of attendance, such proof will be given. This provision will not offset payments and entitlements due under this Agreement.

47.10.2 At the time of termination, employees will receive a statement of service advising the period of employment and the reason for termination.

48. Transmission of Business

- 48.1 This subclause applies when work covered by this Agreement has been transmitted from Auspine Ltd ("the **transmittor**") to another employer ("the **transmittee**"). "**Transmission**" without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by agreement or operation of law. "**Transmitted**" has a corresponding meaning.
- 48.2 The redundancy benefits of this Agreement are not applicable where the business is transmitted from Auspine Ltd to another employer in any of the following circumstances:
- 48.2.1 Where the employee accepts employment with the transmittee which recognises the period of employment which the employee has with the transmittor and any prior transmittor to be service of the employee with the transmittee; or
- 48.2.2 Where the employee rejects an offer of employment with the transmittee, on terms and conditions no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and which recognises the period of employment which the employee has had with the transmittor and any prior transmittor to be service of the employee with the transmittee.
- 48.3 The Company will provide a statement of all payments due under this Agreement to each employee under notice of redundancy within seven (7) days of receiving such notice.



PART 10. SIGNATORY PAGE

SIGNED FOR AND ON BEHALF of

Auspine Limited

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Name: Slavek Pacan
Title: Manager, Auspine Prefab

Dated: / /

SIGNED FOR AND ON BEHALF of the

**Construction, Forestry, Mining & Energy Union
Forest & Forest Products Division**

)
)
)

.....

Name: David Kirner
Title: State Secretary, CFMEU Forest &
Forest Products Division (SA Branch)

Dated: / /

SCHEDULE 1

CLASSIFICATION LEVELS, POSITIONS, RATES OF PAY AND ALLOWANCES

Classifications & Rates of Pay

The classification levels which will apply under this Agreement and the rates of pay applicable to those levels are set out below.

Levels	Previous Rate per week	From the first pay period commencing on or after approval of the Agreement	From the pay period commencing 18 th November 2009
2	\$556.91 pw	\$579.19	\$602.36
3	\$606.01 pw	\$630.25	\$655.46
4	\$639.02 pw	\$664.58	\$691.16
5	\$689.56 pw	\$717.14	\$745.83
6	\$723.29 pw	\$752.22	\$782.31
7	\$751.90 pw	\$781.98	\$813.26

Levels	Positions
2	Probationary Employee (Base Level)
3	General Hand
4	Forklift Driver
4	Jig Hand
4	Orderperson
4	Plating Press Operator
4	Sawyer
4	Wall Frame Assembler
5	Jig Setter
5	Machinist
6	* Existing incumbents classified at Level 6
7	Team Leader

* The Level 6 classification will only apply to existing employees previously classified at Level 6.

Allowances

Allowances	Previous	From the first pay period commencing on or after approval of the Agreement	From the pay period commencing 18 th November 2009
Meal Allowance (per meal)	\$9.75	\$11.00	\$11.44
First Aid Allowance (per week)	\$11.54	\$12.38	\$12.87
Trainer Allowance (per hour)	\$2.22	\$2.31	\$2.40
Motor Vehicle Allowance (per km)	-	\$0.73	\$0.76

SCHEDULE 2

DISCIPLINARY PROCESS

The Company maintains a procedure to be followed in regard to addressing unsatisfactory work performance or incidents involving inappropriate behaviour in the workplace. The contents of this schedule summarises the key requirements of the process.

- 1.1 Where appropriate, the Company will provide counselling and additional training in order to address any skill or performance deficiencies.
- 1.2 In the case of unsatisfactory performance or inappropriate conduct, the Company may issue a verbal or written warning detailing the nature of the issue which has prompted concern and the steps to be taken to resolve the situation. Details of the warning issued will be placed on the employee's personal file.
- 1.3 The primary purpose of any warning issued will be to detail the steps considered necessary to effect the required improvement in performance or conduct. Further warnings, which may involve the imposition of further disciplinary measures, will only be issued if such improvement is not achieved in a nominated timeframe appropriate to the deficiency.
- 1.4 The provisions of this schedule will not affect the Company's right to dismiss an employee without notice for serious and/or wilful neglect of duty, refusal to obey any reasonable instruction, or for wilful or serious misconduct or other lawful cause warranting summary dismissal.
- 1.5 If poor performance or inappropriate behaviour continues or recurs, consideration may be given to terminate the employment relationship. Written confirmation of the reasons for termination will be provided.
- 1.6 At all stages of the disciplinary process, an employee will be provided with an opportunity to respond to any issue of concern and to be represented by a representative of their choice. Employees will be so advised prior to any discussion of the issue(s) under consideration.
- 1.7 Where an employee believes that disciplinary action (other than dismissal), has been unfairly administered, an employee may raise a grievance in accordance with the Company's Grievance procedure.



SCHEDULE 3

EMPLOYEE VOLUNTARY REQUEST TO WORK ADDITIONAL HOURS

In accordance with the provisions of the Auspine Prefab Gillman Collective Workplace Agreement (clause 21.3), I wish to work Employee Instigated Additional Hours for such hours as I request, subject to the business finding me such work and approving this request. I understand that this will be paid at the ordinary rate of pay for my classification in accordance with Schedule 1 for each hour worked.

My preference(s) for Employee Instigated Additional Hours are;

Place/Location: _____

Day	Date	Time	Hours

Signed by the Employee: _____

Employee's Name: _____

Date of Request: _____

Signed by the Manager: _____

Name of Manager: _____

Date of Authorisation: _____

Original: To employee's file/payroll
Copy : To the employee.