



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Construction, Forestry, Mining and Energy Union
(AG2011/731)

ASSOCIATED KILN DRIERS PTY LTD (AKD SOFTWOODS) ENTERPRISE AGREEMENT - 2009 TO 2012

Timber and paper products industry

COMMISSIONER BLAIR

MELBOURNE, 19 APRIL 2011

Application for approval of the Associated Kiln Driers Pty Ltd (AKD Softwoods) Enterprise Agreement - 2009 to 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Associated Kiln Driers Pty Ltd (AKD Softwoods) Enterprise Agreement - 2009 to 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Construction, Forestry, Mining and Energy Union (CFMEU). The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The CFMEU, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 April 2011. The nominal expiry date of the Agreement is 30 September 2012.



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ENTERPRISE AGREEMENT

Associated Kiln Driers Pty Ltd

October 2009 – September 2012



DOCUMENT AUTHORISATION

Title: AKD Enterprise Agreement 2009-2012
Version: 01
Revision: 00
Dated: October 2009
Review Date: September 2012
Application: All employees of Associated Kiln Driers Pty Ltd

COMPANY DETAILS

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1 DEFINITIONS

AFPCS	Australian Fair Pay & Conditions Standard
AKD Softwoods	Trading name of Associated Kiln Driers Pty Ltd
AMWU	Australian Manufacturing Workers' Union
CFMEU	Construction, Forestry, Mining and Energy Union
Employees	Individuals under an award performing work for AKD Softwoods
Employer	Associated Kiln Driers Pty Ltd trading as AKD Softwoods
FWA	Fair Work Australia
FWA 2009	Fair Work Act 2009
FW Regs 2009	Fair Work Regulations 2009
Metal Award	Metal, Engineering and Associated Industries Award 1998
Milling & Processing Operations	Processing of logs and other forms of raw timber into building timber and other value added products in timber mills, factories, merchant's premises and other locations. Processing includes, lifting, sorting, stacking, storing, warehousing, transporting, debarking, sawing, dressing, drying, machining, laminating, jointing, chipping, treating and carrying out any grading, labeling and clerical functions associated with processing. Operation of any machinery used in processing or in connection with processing including plant and infrastructure and any maintenance associated with such machinery, plant or infrastructure. Assembling and construction of products from processed timber. Supervision, co-ordination and planning of the processing activities and processing infrastructure.
NES	National Employment Standards
PCL	Personal / Carers Leave
RDO	Rostered Day Off
Serious Misconduct	As described in Part 1, Div 2 s1.07 FW Regs 2009 page 13. Essentially willful or deliberate behaviour/s by an employee that is inconsistent with the continuation of the contract of employment.
The Agreement	Associated Kiln Driers Pty Ltd (AKD Softwoods) Enterprise Agreement 2009 – 2012 including Appendices and Awards and Standards
The Company	AKD Softwoods.
TIA 2010	The modern award Timber Industry Award 2010
Work activity	The nature of work AKD Softwoods' performs on a daily basis.
Workplace	Includes (and is not limited to) areas where work is performed for gain or reward including any designated office, canteen or amenity block, driving company vehicles, travelling between work sites, travelling to a medical facility for treatment for a work injury, attending training courses at the Company's expense, processing plants, or yards.



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2 TITLE

This Agreement refers to the Associated Kiln Driers Pty Ltd (AKD Softwoods) Enterprise Agreement – 2009 to 2012.

3 APPLICATION OF THIS AGREEMENT

This Agreement shall apply to all employees of AKD Softwoods engaged at the company's workplace located at 7 - 15 Forest Street, Colac and workplace located at Princes Highway Irrewarra and workplace located at Buckley Grove, Moolap and who are engaged in the Milling and Processing Operations (as defined), and in a classification specified in the classification structure set out in the TIA 2010.

4 PARTIES BOUND

This Agreement is binding upon:

- a. AKD Softwoods as described in clause 3 of this Agreement.
- b. All employees of AKD Softwoods as described in clause 3 of this Agreement.
- c. Construction, Forestry, Mining and Energy Union Forestry and Furnishing Products Division representing employees. A reference in this Agreement to negotiation and / or agreements reached between employees and the Company can include, if so requested by the employee/s, their representative.
- d. Australian Manufacturing Workers' Union

5 PERIOD OF OPERATION

This Agreement will operate from the first pay period on or after October 5th, 2009 and shall remain in force until 30 September 2012. The parties agree to undertake a review of the operation of the Agreement no later than 2 months before the expiry of this Agreement.

6 OBJECTIVES

AKD Softwoods and its employees are committed to the continuous improvement of its operations to ensure that at all times it meets and exceeds the expectations of its customers.

The objective of this Agreement is to facilitate the continuation in development of the company's culture of excellence in customer service and continuous improvement in products, services and work practices. Some initiatives include promotion of real gains in productivity and / or efficiency and flexibility in the workplace and also reduction in the high levels of absenteeism among some employees.

AKD Softwoods acknowledges the positive contribution each employee, both individually and as part of a team, has made and will continue to make to increasing personal and company productivity.

By continued progress on the implementation of employee training and workplace development through the Company consultative process, more varied and skilled jobs will result for employees of the Company.

To this end the parties undertake to positively support the continued development of the company's continuous improvement program.



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7 RELATIONSHIP TO AWARDS AND STANDARDS

This agreement incorporates and applies wholly in conjunction with the Timber Industry Award 2010 and, for workshop employees, the Metal, Engineering and Associated Industries Award 1998 as varied from time to time.

Where there is an inconsistency between an express provision of this Agreement and a provision in the Award, the provisions of this Agreement shall prevail to the extent of the inconsistency.

The employer agrees not to implement the Award in such a manner that would reduce any conditions, entitlements or benefits which were available to employees either prior making this agreement or prior to modernisation. Any classification structure or definition included in any Award which covered the workplace prior to modernization will apply to all employees covered by this Agreement. Any increase, improvement or broadening of entitlements in the Award will be taken to be included in this Agreement.

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. Upon incorporating Award terms into the Agreement the incorporated terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award; references within the Award to the 'Award' shall be read to mean this Agreement.

If, at any time, the conditions set out in this Agreement, including the incorporated Award, are less favourable than those in the National Employment Standard, in any particular respect, the conditions in the Standard will apply to the exclusion of this Agreement in the particular respect in which they are more favourable.

8 MATTERS AGREED

The matters agreed below refer to implementation of changes that are designed to bring about real productivity and efficiency improvements.

Coordinated through toolbox meetings, the ongoing process of improving productivity will be reviewed and processes evaluated including such areas as standard procedures, supervision, shift arrangements, absenteeism, waste, value adding and skill auditing of employees.

8.1 PROBATIONARY PERIOD

The probationary period for new full time employees is twelve weeks during which time they are employed on a day to day basis.

8.2 ANNUAL LEAVE PAYOUT

At the individual employee's request in writing, and subject to the approval of the employer, the employee may elect to cash in a maximum of two weeks of his/her annual leave accrual in any 12 month period, for an equivalent cash payment, subject to appropriate taxation requirements.

As stated in Clause 93 (2) (a) of the NES a minimum of four weeks annual leave must remain as a balance after cashing out annual leave.

An employee must be paid at least the full amount that they would have received if they had taken the leave forgone.

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Cashing in annual leave will have the effect of reducing the employee's annual leave entitlement by the amount of annual leave cashed in.

All parties understand that this provision has been included to assist employees in extraordinary circumstances and can only be accessed in cases of hardship.

8.3 COMPANY CLOTHING ISSUE

The Company has developed a system of clothing issue based on a number of points allocated each year. It is a condition of employment that the clothing be worn.

Full details and conditions are outlined in Appendix 3.

8.4 PERSONAL / CARERS LEAVE

The entitlements to Personal / Carers Leave (PCL), including sick leave and carer's leave available to employees covered by this Agreement will be as per the FWA 2009 and NES.

The following clause shall be read in conjunction with the provisions of clause 34, TIA 2010 & Div 6, Subdivision A of the NES.

An employee may claim sick leave for one day during the year without the production of a medical certificate or statutory declaration. A statutory declaration or medical certificate must accompany any further claim for sick leave. However, where practicable, a medical certificate is required for any day off immediately before or after an RDO or Public Holiday (if not practicable, a statutory declaration is required). In the case of consecutive days a medical certificate will be required.

As per clause 107 of the NES should an employee fail to provide evidence of a medical certificate or statutory declaration where required, the employee will be deemed to be absent from duty will not be paid for that day.

Employees are required to ring in within 2 hours of their shift commencing in the case of day shift or by 1:00pm in the case of afternoon shift.

8.4.1 CASHING OUT PERSONAL LEAVE

An employee may elect to cash some of his/her personal leave entitlement subject to the following:

- The employee's election must be in writing.
- The employer agrees to authorize the cashing out of the leave.
- That the employee maintains a personal/cares leave entitlement of at least 15 days or 114 hours after the cashing out as per NES s 101.

The employee must be paid at least the full amount that they would have received if they had taken the leave which is forgone.

Employees who have sufficient accrued personal/cares leave will be entitled to be paid out a maximum of 152 hours personal/cares leave upon leaving the Company through redundancy or retirement or for any reasons other than summary dismissal.



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Personal / Carers leave entitlements will not be paid out to employees upon resignation of employment.

8.4.2 SPECIAL LEAVE

With prior notice (preferably at least one day) employees may request leave for special purposes, including family responsibilities. In consultation and agreement with their immediate area manager, the leave may be taken in one of four ways:

1. Unpaid
2. Sick Pay
3. Time worked in lieu
4. Annual Leave (up to 5 days)

It will be the employee's choice as to which option he takes but consideration must be given to the needs of the business. For example, in some areas the option of time worked in lieu may not be practical. No request will be unreasonably withheld.

Any leave not taken by the above means shall be taken to be unauthorised leave and will be dealt with under the Disciplinary Procedure (Appendix 2).

8.5 COMPASSIONATE LEAVE

The entitlements to Compassionate leave available to employees covered by this agreement will be as per the NES s.104. This entitlement applies as follows:

- (a) An employee (other than a casual) is entitled to up to 2 days per occasion of paid Compassionate Leave:
 - (i) for the purposes of spending time with a person who is a member of the employee's immediate family or household who:
 - contracts or develops a personal illness that poses a serious threat to his or her life, or,
 - sustains a personal injury that poses a serious threat to his or her life, or
 - (ii) after the death of a member of the employee's immediate family or household.
- (b) The employee shall supply evidence as per NES s. 107 satisfactory to the employer to support Compassionate Leave absences.

8.6 DISCIPLINARY PROCEDURE

Refer to Appendix 2.

8.7 START & FINISH TIMES

As a means of maintaining productivity employees commit themselves to commence work on time at their workstation at the designated start time and to promptly recommence work after meal breaks.

8.8 ELECTRONIC FUNDS TRANSFER

The pay week of the Company ends on Sunday. Pays are prepared and transmitted on the following Wednesday afternoon so as to be available to employees on Thursday in a bank, credit union or building society, provided the institution has a transfer arrangement with the ANZ bank.

8.9 FLEXIBLE MEAL BREAKS

The timing of taking meal breaks is to be flexible and may be adjusted by up to one hour from commencement of a normal break for the purpose of enabling the Company to maximise its production efficiency and cope with abnormal circumstances. Employees will not unreasonably withhold their consent. Implementation of the above provision shall not impose any penalty upon the Company.

8.10 MAINTENANCE MEAL BREAKS

A meal allowance as per Part 4, clause 21.6 TIA 2010 will be paid to maintenance employees who have their meal break interrupted. Scheduling of breaks will be reviewed to try and reduce the number of such interruptions.

8.11 SKILL DEVELOPMENT

The parties agree to continue to improve and upgrade the skills of the workplace. This will be consistent with industry best practice.

8.12 ENGLISH LANGUAGE LITERACY AND TRAINING

The parties recognise the importance of English Language Literacy and Training in addressing workplace issues and will continue to address these needs in accordance with past practices of providing for those whose needs have been identified and are willing to participate in this area of training.

8.13 VOLUNTEER EMERGENCY SERVICES WORK

In addition to the provision contained in the NES Div 8, s109 (2) (3), eligible voluntary emergency services work – a weekly employee who with the consent of the employer is absent during ordinary working hours to undertake voluntary firefighting or emergency services work within the local CFA region (Region 6 for Colac mills) shall not suffer any reduction in pay. 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 organisation.

As per the NES Div 8, s110 notice and evidence supporting this leave including the expected period of the absence is required to be provided to the employer.



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8.14 REDUNDANCY

Refer to Appendix 1.

8.15 CASUAL EMPLOYEES

Within practical constraints of potential mill developments, the number of casuals employed by the Company is to be minimised wherever possible.

The casual loading will be in accordance with the phase in provisions

Casual loadings are currently transitioning from 20% (from the Timber and Allied Industries Award 1999) to 25% (in the Timber Industry Award 2010).

The rates are transitioning as follows and change on July 1st each year:

2010/11	21%
2011/12	22%
2012/13	23%
2013/14	24%

From 1 July 2014 25%

8.16 LABOUR HIRE EMPLOYEES & CONTRACTORS

Labour Hire personnel (including contractors primarily supplying personal services) carrying out work covered by this Agreement shall be paid at rates equivalent to the Company base rates including the appropriate Award allowances. Provision of personal protective equipment is as per the Award. Labour hire personnel are to work in the same environment and are to comply with the same workplace policies, procedures and standards as company employees for equivalent tasks.

8.17 AFTER MIDNIGHT (afternoon shift)

Afternoon shift employees will be paid 30% shift allowance for hours worked after midnight based on normal hours of work. For example, if the normal afternoon shift working a standard 7.6 hour day works 30 minutes past midnight, the 30% shift allowance will apply to that 30 minutes after midnight. If it is agreed that shift is to work a nine day fortnight and therefore works additional time each day in order to have a day off, this additional time will not attract the 30% shift allowance. Other afternoon shift hours worked attract a 15% shift allowance. Refer to table in Appendix 7. Overtime rates apply as set out in TIA 2010.

8.18 AWARD FLEXIBILITY

The parties recognise that from time to time changes to work schedules, shifts or methods may be required to adapt to changing conditions as they arise. The provisions of the Enterprise Flexibility Arrangements clause 17 set out in this agreement will be adhered to.

Shift hours will remain unchanged unless agreed between the employee/s concerned and the Company.



8.19 WORK ON ROSTER DAY OFF

A full time employee who nominates to work an RDO will be offered additional work before it is offered to a casual employee provided all the following apply.

- a. An additional worker is required.
- b. All work performed by an employee working an RDO will be paid at the Group base rate no less than their current normal rate. Applicable overtime rates will apply.
- c. The Company has the discretion to offer additional work to an RDO employee if the additional work is classified at a Group base rate less than their current normal rate.
- d. Employees have the discretion in choosing to accept or decline an offer to work their RDO.
- e. The RDO employee is suited to the required work.
- f. Arrangements are operationally practicable, e.g. co-ordination by Supervisor, or notice period required to make arrangements in advance.

No offer of work will be made to employees on PCL the day prior to their RDO.

8.20 DEFINITION OF ORDINARY HOURS

Ordinary hours of work shall be worked between the hours of 6:00am and 7:00pm Monday to Saturday inclusive. Total ordinary hours per week is 38.

- Consistent with the facilitative provisions in TIA 2010 Part 5, clause 27.2 of this agreement any change to current shift arrangements are to be agreed by the majority of affected employees.
- In addition to the Facilitative Provisions no employee shall be placed onto a roster that involves Saturday work without their individual agreement in writing.
- Nothing in this clause alters the appropriate penalty rates for working a Saturday Shift.

8.21 ABANDONMENT OF EMPLOYMENT

- 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 company shall be prima facie evidence that the employee has abandoned the employment.
- 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.
- Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the company whichever is the later.



8.22 APPRENTICESHIPS & TRAINEESHIPS

The parties are committed to providing increased employment opportunities for apprentices and trainees through an effective manufacturing industry policy and an increase in apprenticeship places in the TAFE system. Apprentices and Trainees will be paid for attending the required schooling to complete their apprenticeship or traineeship.

1. course fees
2. books
3. travel expenses to attend block releases
4. accommodation at site of block releases

- All apprentices shall be supervised by an appropriately qualified tradesperson.
- Junior maintenance apprentices will be paid from the Level 1 rotating rate (see Appendix 4, table 3). When the site competency scale is finalized apprentices will be paid at no less than this rate.

Adult maintenance apprentices shall be paid at:

- Maintenance employees: Percentages for junior and adult apprentices is currently based upon the current Level-1 rotating rate. (see Appendix 4, table 4).
- Timber production employees: Timber production apprentices shall be paid the percentage of the rate set out in this agreement which is identified in clause 17 of the Timber Industry Award 2010.

8.23 TRAINING

The company will facilitate quality training and development of its employees. Where an employee undertakes training required by the company it shall be at the company's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the company, the company may provide assistance to the employee in terms that the company approves, for this to occur.

8.24 COMPETENCY STANDARDS

The Company shall develop and implement competency profiles for all employees relative to industry and / or national training standards. Workshop employees will be mapped to the Metal and Engineering Competency Standards. Standards for workshop employees shall be completed by September 2011.

8.25 FACILITIES

The company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the dispute settlement procedure.



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8.26 SAFETY COMMITMENT

The parties to this Agreement agree to the establishment of a health and safety committee with representation from each work area. The Company shall recognize the rights and training for health and safety representatives according to current State Occupational Health and Safety legislation.

All parties shall work together to safeguard and improve the working life and health of employees. OH&S representatives will be provided with five days' paid training for attendance at an Occupational Health and Safety Course.

The company shall engage a training organisation registered with Worksafe to deliver the five day and one day refresher training as required under the States Occupational Health and Safety legislation. The training organisation engaged by the Company shall be selected by agreement with the employee health and safety representatives.

All parties to this Agreement including employees shall comply with their obligations under the relevant State Occupational Health and Safety law and associated regulations, standards and compliance codes.

All parties shall also observe the safety policies and procedures enforced by the Company. It is recognised by the parties to the Agreement that failure to observe these regulations may be grounds for instant dismissal. It shall be the duty of the Company to ensure that each employee is made aware of the regulations in force on the site or within the process area in which the employee works.

8.27 FIRST AID COMMITMENT

The company shall make adequate provisions for nominated qualified persons to be available to render first aid and be paid the relevant award allowance as adjusted by this Agreement. Where an allowance has been agreed at the workplace level which is in excess of the award then the greater will apply and be adjusted by this agreement.

8.28 FIRST AID CERTIFICATE COURSES

The Company agrees to meet enrolment costs and other costs associated with an approved first aid course for Company nominated persons subject to satisfactory completion and gaining of a certificate. The Company agrees to have at least two (2) staff members gain Level Two St. John's ambulance first aid certificates or equivalent.

8.29 CALL BACK PROVISIONS

Anyone called back to work outside their normal hours will be paid a minimum four hours.

8.30 SAFETY GLASSES

The Company shall provide appropriate safety glasses including prescription glasses for all employees to satisfactorily perform the functions associated with their classification.

No claims will be entertained for replacement or repair of prescription glasses from employees who have not availed themselves of this provision.



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8.31 EXTREME WEATHER PROVISIONS

On days of extreme heat breaks for refreshments shall be structured at intervals as determined after consultation with the Supervisor and health and safety representative for each area. The Thermal Stress policy must be consulted to assist decisions on planning work and break times.

Thermal Stress Policy & Procedure to be developed and implemented by December 1, 2011.

8.32 PDO SYSTEM FOR WORKSHOP EMPLOYEES

During the term of this agreement the Employer will convene a representative working group to investigate and report on the options for introducing a PDO system for Workshop employees.

9 SUPERANNUATION

The Company recognises its obligation as outlined in the Superannuation Guarantee Administration Act, 1992 and the Superannuation Guarantee Charge Act, 1992.

Employees will be given the choice of joining an approved fund either First Super or ING. Where an employee does not choose a fund, First Super will be the default fund.

10 PAYROLL DEDUCTIONS

The company agrees to the payroll deduction of union dues and the forwarding of these to the union each month and shall continue to do so unless requested otherwise by the union or employee. For such purposes, each employee covered by this Agreement will be asked to sign an authorization.

Upon receipt of written authorization the Company will make deductions for payment of safety net insurance. Deductions will also be made for child support and other like payments as directed by relevant government agencies.

Employees can, upon written authorization, allocated payment of wages into a maximum of 3 bank accounts.

11 WAGE RATES

The wage rates set out in Appendix 7 will apply for the duration of this Agreement. These rates are for an adult working an ordinary 38 hour week, from the pay period commencing on the date shown.

Junior rates of pay will be set at a minimum of the 18-year-old rate Timber Industry Award 2010 Part 4, s.17.6.

12 KILN OPERATORS (AKD Colac Mill)

The operation of the kilns will be based on a 7 day, 12 hour roster rotating on a 4 week cycle with kiln operators (refer to Appendix 6a Table 1).

Weekly payment to kiln operators will be based on an annualised salary (refer to Appendix 6a Table 2). The annualized salary is calculated as follows:

- Average weekly earnings are obtained from calculating earnings based on actual hours worked over the roster period of one month
- Multiply average weekly earnings x 47 weeks
- Add 5 weeks annual leave + 17.5% loading
- Add 7 days public holiday (may vary from year to year)
- Total amount is divided by 52 to obtain weekly payment.

13 KILN FORKLIFT DRIVER ANNUALISED FORMULA

Refer to Appendix 6b:

- Table 1 Four Week Sample Kiln Forklift Driver Roster
- Table 2 Four Week Sample Forklift Driver A annualized EOY Gross Earnings
- Table 3 Four Week Sample Forklift Driver B annualized EOY Gross Earnings

14 GRIEVANCE & DISPUTES 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. 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 this agreement, the NES (including subsections 65(5) or 76(4) of the Act), or legislation, 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 discussions will take place between the employee, or employees concerned, and the Union delegate if requested to by the employee, 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 sub-branch secretary/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 Fair Work Australia 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 Fair Work Australia.

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- 14.6 Fair Work Australia 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 Fair Work Australia by the Fair Work 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 occupational 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 Fair Work Australia in an arbitration under this procedure may be appealed to a Full Bench of Fair Work Australia.
- 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 Fair Work Australia made pursuant to this clause.
- 14.13 Consent to Conciliation in certain circumstances

The Union and the Employer 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 Fair Work Australia under the Fair Work Act 2009; or
- (b) either the Employer or the Union alleges that a breach of the Workplace Rights set out in Part 3-1 of the Act has occurred, then

the Employer or the Union will consent to conciliation by Fair Work Australia, including conciliation in person in lieu of telephone conciliation in the first instance, if either the Employer or the Union requests it.

14.14 Delegates Rights

The company recognises the role of elected union delegates within the enterprise. The employer will treat delegates fairly and to allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.

A union delegate shall have the right to discuss work-related matters of concern of any employee or to convey information relating to the workplace to employees during working hours. The Union delegate shall have the right to prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent, in paid time. The union delegate will not unduly interfere with the work in progress and the supervisor of the shift or section will be informed of the union delegate's intention.

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14.15 Leave for Union Responsibilities and Training

Up to five days paid leave per annum (non cumulative) is made available to employee representatives for training to assist them to settle disputes as per TIA 2010 Part 2 s.11 (11.1).

Leave of absence granted for any purpose pursuant to this clause, shall count as service for all purposes of this Agreement.

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.

Where an employee is granted paid leave pursuant to this clause and the employee would otherwise be on a Rostered Day Off, on the day for which leave is granted, the employee shall be paid all ordinary time earnings and the Rostered Day Off shall accrue.

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.

An employee may be required to provide evidence of attendance at the course, meeting or activity to the employer's reasonable satisfaction in order to qualify for payment of leave.

14.16 Leave for Union Responsibilities

The company recognises that some employees and union delegates may on occasion be nominated or elected to fulfil roles within the CFMEU. 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.

The Company, at its discretion, and considering relevance and mutual benefits, grant such representatives paid leave during normal working hours. The request for this leave must be received in writing from the relevant district union secretary no later than four weeks prior to the leave and include a brief explanation of tasks to be performed.

15 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

15.1 Employee Representation

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.

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.

15.2 Agreed Flexibilities

15.21 An employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms of this agreement which the employer and the individual employee may arrange to vary the effect of are listed below:

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- Pay out of personal leave, as long 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.
 - method of arranging ordinary working hours
 - variation to spread of hours
 - starting and finishing times
- 15.3 If the Employer wishes to initiate discussions or negotiations for the purposes of entering into an individual flexibility arrangement it must first notify the union or employee representative of this intention. The employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.
- 15.4 The arrangement between the employer and the individual employee must:
- (a) only be about one or more of the terms listed in clause 15.2; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - (c) be about matters that would be permitted matters if the arrangement were included in this enterprise agreement; and
 - (d) not include a term that would be an unlawful term if the arrangement were included in this enterprise agreement;
 - (e) be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (f) set out each term of this agreement that the employer and the individual employee have agreed to vary the effect of;
 - (g) set out how the effect of each term has been varied by the arrangement.
 - (h) 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
 - (i) state the date the arrangement commences to operate.
- 15.5 The employer is responsible for ensuring that all of the requirements of clause 15.4 are met.
- 15.6 The employer 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.
- 15.7 Except as provided in clause 15.4(e) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 15.8 An employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 15.9 The arrangement may be terminated:
- (a) by the employer 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

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proposed termination); or

- (b) at any time, by written agreement between the employer and the individual employee.

15.10 Additional Safeguards

- (a) Where the employer initiates discussion in relation to any individual flexibility arrangement that is intended to remain in place for a period longer than 30 days the employer must inform the Union covered by this agreement in writing. When advising the Union of its intention to initiate discussions in relation to a flexibility arrangement the employer must:
 - (i) Include details of the terms of the agreement and the classifications of employees which are proposed to be the subject of the arrangement
 - (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 employer must provide copies of all flexibility arrangements made under this agreement to the Union covered by this agreement.
- (d) The operation of this clause is intended to exclude the operation of the individual flexibility arrangement provision included in clause 8 of the Timber Industry Award 2010 of the Award which applies in conjunction with this agreement.

16. Consultation regarding Major Change

- 16.1 If the Employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision. An employee is entitled to be represented by the Union or other representative for the purpose of consultation under this clause.
- 16.2 As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees
- 16.3 For the purposes of the discussion the employer will provide the union and relevant employees in writing and through awareness and education processes facilitated at toolbox meetings:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- 16.4 In complying with this clause the employer is not required to disclose information which is confidential and commercially sensitive.
- 16.5 The employer must give prompt and genuine consideration to matters raised about the major change by the Union or relevant employees.
- 16.6 As soon as a final decision has been made, the Employer must notify the Union and the

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employees affected, in writing, and explain the effects of the decision.

- 16.7 All participants must act in good faith in relation to the consultation process provided in this clause.
- 16.8 While consultation in relation to major change is taking place, except where a genuine occupational 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 employer'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.
- 16.9 In this clause:
- (a) "Good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
 - (b) A major change is "likely to have a significant effect on employees" if it results in: the termination of the employment of employees; or change to the composition, operation or size of the employer's workforce or to the skills required of employees; or 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 relating to drug and alcohol testing; or the introduction or variation of any policy or procedure relating to workplace privacy and electronic surveillance of any kind in the workplace; or any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.

17. Enterprise Flexibility Arrangements

Facilitation by majority agreement

The following facilitative provisions (not exhaustive) can be utilised upon agreement between the employer and the majority of employees in the workplace or a section or sections of it.

- Payment of wages
- Hours of work:
- Breaks: alteration of meal breaks for day workers
- Changing public holidays
- Rostered days off / substitute days
- Hours – shift work

Majority Agreement

Where agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision, and they are a member of a union bound by the Enterprise Agreement, the employer shall give the union, as a bargaining representative covered by this agreement reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of a majority flexibility arrangement which results in a variation to the application of this agreement. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

If a proposed majority flexibility arrangement is approved by a majority of affected employees, a copy of the arrangement must be provided to each affected employee, 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.

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Voting

The employer shall conduct a vote of employees in the workplace or a section of it at a toolbox meeting to determine if there is majority employee support for implementation of a facilitative provision. The vote shall be recorded and kept by the employer's payroll department.

Dispute over facilitation

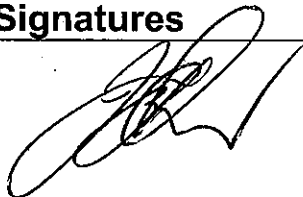
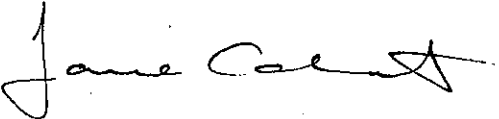
In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure.

18. NO EXTRA CLAIMS

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 increases sought or granted except for those granted under the terms of this Agreement.

19 SIGNATURES

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

Details	Signatures
John Hayden CEO Associated Kiln Driers Pty Ltd 7 – 15 Forest Street, Colac, Vic 3250	
Date:	
Jane Calvert Divisional President CFMEU FFPD 148 – 152 Miller Street, West Melbourne VIC 3003	
Date:	5-4-11
AMWU Details	
Date:	

20 APPENDICES**APPENDIX 1: REDUNDANCY****1. Application and Definition**

1.1 The provision of this Agreement shall apply to all employees bound by this Agreement in respect of the termination of an employee(s) by reason of:

1.1.1 A general downturn in activities brought about by a decline in demand for the Company's products, or unavailability of resource or material,

1.1.2 Subject to Clause 1.2 below, restructuring of the industry, re-organisation of work systems or staffing levels,

1.1.3 Mechanisation or technology change.

1.2 There will be no redundancy if there is a transmission of business which occurs in circumstances set out in FWA 2009 subsection 22 (5) and NES Clause 122 (2) or any like provision.

1.3 Employees exempted from redundancy will be as set out in NES 121.

1.4 The parties agree that termination benefits in excess of the relevant TIA 2010 provision will only be payable in circumstances of retrenchments or redundancy and be subject to the following conditions:

2. Consultation Process

2.1 When a definite decision has been made that redundancy is to be implemented, the Company will hold discussions with the employees directly affected and, if requested, their employee representative.

2.2 All parties will adhere to the requirements of the (relevant) State Workers Compensation Act as amended in relation to employees suffering work-related incapacities and disabilities.

2.3 Voluntary retrenchment may be permitted under this Agreement and will be the first part of the processes described in this sub clause.

2.4 Apprentices may only become redundant upon completion of the specified apprenticeship training period and will receive redundancy payments in accordance with this Agreement. In this case the rate of pay on which these entitlements are based will be the ordinary time weekly rate for the trade classification in which the apprenticeship has served.

3. Period of Notice

The Company will give a minimum of four (4) weeks formal notice or pay in lieu of notice to affected employees.



4. Employees Under Notice

- 4.1 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, payments arising under this Agreement will be calculated to the date the resignation takes effect. The Company shall not unreasonably withhold agreement.
- 4.2 The Company will provide an itemised statement of all payments due to each employee who is under notice of redundancy. The employee will receive this statement within seven (7) days of receiving notice.

5. Assistance

- 5.1 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 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.
- 5.2 The Company shall give to the employee, not later than the time of the termination, a certificate of service in writing indicating the period of the employee's employment and the reason for termination and on the request of the employee provide a written reference.

6. Continuity of Service

If an employee is terminated under provisions of this Appendix their period of service will be recorded in their personnel file. Should an ex-employee be re-employed within 12 months of termination, the previous period of service as recorded will be included in their current period of service for the purposes of long service leave entitlement calculations. Any pro rata Long Service Leave paid out on termination will be deducted from current entitlement calculation.

7. Long Service Leave

Entitlement to Long Service Leave or payment in lieu thereof shall be determined in accordance with the (appropriate) State Long Service Leave Act with the exception that the qualifying period will be five (5) years:

8. Personal / Carers Leave

All outstanding Personal / Carers Leave entitlements accrued to an employee shall be paid on termination up to a maximum of 152 hours.



9. Superannuation

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

10. Retrenchment Pay

In addition to the period of notice prescribed for ordinary termination and subject to any further order of FWA, an employee whose employment is terminated for reasons set out in paragraph 1.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service, provided that the employee has been employed by the Company in a full time capacity for more than three months.

In the first three years of service an employee will receive severance payments in accordance with the National Employment Standards. That is an employee with at least 1 year of service but less than 2 years shall receive 4 weeks severance pay and an employee with at least 2 years but less than 3 years shall receive 6 weeks severance pay.

An employee with three or more years service shall receive two and a half weeks pay for every completed year of service up to 5 years, after 5 years 3 weeks for each year of service with a minimum payment of three weeks and a maximum payment of 104 weeks.

For example, an employee with 8.5 years service would be eligible for 23 weeks retrenchment / severance pay.

	5 yrs	x	2.5 wks	=	12.5 wks
	plus	3.5 yrs	x	3 wks	= <u>10.5 wks</u>
			Total	=	<u>23 wks</u>

"Weeks' Pay" means the ordinary time rate of pay for the employee concerned, provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the Company had proceeded to the employee's normal retirement date. In any case severance payments shall not exceed 104 weeks' pay.

11. Benefits

11.1 Should an employee under notice of retrenchment die, prior to the nominated date of termination, all benefits of this Agreement to which such employee was entitled shall be paid directly to the employee's nominated dependent. If no nominated dependent, then the entitlement shall be paid to the employee's legal dependent.

11.2 The benefits provided for in this Agreement shall be the actual benefits paid and no additional claims will be made during the life of this Agreement.

12. Period of Agreement

The conditions of this Redundancy Agreement will hold for the Period of Operation as set out in Clause 5 Period of Operation of this Agreement.



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APPENDIX 2: DISCIPLINARY PROCEDURE

Where it is necessary to discipline an employee because of unauthorised absenteeism, lateness, or other reasons which do not constitute instant dismissal, then the following procedure will be adopted. (Reasons for instant dismissal include malingering, inefficiency or neglect of duty, ...)

1. The employee will be given a verbal warning (confirmed in writing) by the supervisor in the presence of an employee representative from his work area.
2. If the problem persists then the employee will be counselled in confidence in the presence of the employee representative from his work area unless otherwise requested. A second warning (in writing) will be issued to the employee.
3. A third warning (in writing) will be issued if there is a further breach. This letter will be a final warning. If the employee persists with the action leading to the disciplinary action taken by the Company then the employee faces dismissal. A copy of this letter will be given to the employee representative.
4. The latest issued warning under this procedure will remain in force for a period of 12 months.

Note: Where the conduct of an employee represents a serious breach of this agreement and/or Company policies and procedures such as instances that may cause damage to persons or property, the employee may be suspended from duty without pay for up to the balance of the current working day plus the following scheduled working day, at the discretion of the Company. An investigation that includes the employee, an employee representative and a management representative is to be conducted to discover all details of the incident. If the breach is confirmed to be serious the employee may be terminated. Alternatively, if the investigation clears the employee of serious breach, pay will be immediately re-instated and back paid. Findings of the investigation may result in the employee being required to attend counselling and/or training sessions during the suspension period.

In addition to the above, the Company maintains the right to dismiss any employee with or without notice for conduct which justifies instant dismissal.



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APPENDIX 3: CLOTHING ISSUE

Conditions:

1. Employees will be issued with the minimum requirement of safety clothing as soon as possible after commencement of employment. The balance of Company clothing will be available after three (3) months full time service (the cost of issued clothing may be deducted from final pay if an employee does not complete three (3) months full time employment).
2. Once the clothing is issued it becomes a condition of employment that the issued clothing must be worn at all times when on an AKD Softwoods work site.
3. Issues of clothing will be carried out quarterly for those employees whose anniversary dates fall in that quarter.
4. Overalls, shirts, jumpers or flying jackets must be exposed on the top half of the uniform at all times. This will serve as a substitute for a reflective vest.
5. 18 points will be allocated at the first issue, thereafter 16 points will be allocated each year.
6. Unused points can be carried forward provided that in any one year only 20 points can be used.
7. No monetary value is attached to unused points upon leaving the Company.
8. All overalls will be laundered by the Company.

Clothing Article	Points Allocation
Shorts	2
Trousers *	3
Overalls	5
Flying Jacket	5
Bluey Jacket (long & short)	10
Shirt – long sleeved	3
Shirt – short sleeved	3
Polo top shirt	3
Jumper	5

*(Under special circumstances and by arrangement, tracksuit pants may be provided in lieu of trousers)

APPENDIX 4: MAINTENANCE EMPLOYEE RATES

Table 1: Maintenance Rates – Non Rotating

Adult Weekly Rates Applicable on First Full Pay Period On or After:				
Level	Prior to Oct 09	5th Oct 09 2.50%	4th Oct 10 2.75%	3rd Oct 11 3.00%
Level 1	787.4246	807.1102	829.3057	854.1849
Level 2	839.5302	860.5185	884.1827	910.7082
Level 3	871.4312	893.217	917.7804	945.3139
Level 4	904.5482	927.1619	952.6589	981.2386
Level 5	938.9154	962.3883	988.8540	1018.5196
Level 6	974.5974	998.9623	1026.4338	1057.2268

Table 2: Maintenance Rates – Shift Rotating

Adult Weekly Rates Applicable on First Full Pay Period On or After:				
Level	Prior to Oct 09	5th Oct 09 2.50%	4th Oct 10 2.75%	3rd Oct 11 3.00%
Lvl 1 - Rotate	826.7964	847.4663	870.7716	896.8948
Lvl 2 - Rotate	881.5050	903.5426	928.3900	956.2417
Lvl 3 - Rotate	915.0134	937.8887	963.6807	992.5911
Lvl 4 - Rotate	949.7796	973.5241	1000.2960	1030.3049
Lvl 5 - Rotate	985.8606	1010.507	1038.2961	1069.4449

- * Rotation is where crews alternate between day, afternoon and night on a fortnightly basis.
- * Night shift allowance 30% Mon – Thurs and 50% Fri.
- * Weekend On-call allowance is \$100 per day where applicable for non-standard work by non-rostered employees.
- * Tool Allowance is \$25 per week paid where applicable for maintenance trades persons.



Table 3: Maintenance Rates – Junior Apprentices

Junior Apprentices Weekly Rates Applicable on First Full Pay Period On or After:				
Apprentice Year Level	Prior to Oct 09	5th Oct 09	4th Oct 10	3rd Oct 11
		2.50%	2.75%	3.00%
1st year: 50%	393.7123	403.5551	414.6529	427.0925
2nd year: 60%	472.4548	484.2661	497.5834	512.5110
3rd year: 75%	590.5685	605.3327	621.9793	640.6387
4th year: 90%	708.6821	726.3992	746.3752	768.7664

Table 4: Maintenance Rates – Adult Apprentices % Level 1 – Rotating

Adult Apprentice Weekly Rates Applicable on First Full Pay Period On or After:				
Apprentice Year Level	Prior to Oct 09	5th Oct 09	4th Oct 10	3rd Oct 11
		2.50%	2.75%	3.00%
1st year: 75%	590.5685	605.3327	621.9793	640.6387
2nd year: 85%	669.3109	686.0437	704.9099	726.0572
3rd year: 90%	708.6821	726.3992	746.3752	768.7664
4th year: 95%	748.0534	766.7547	787.8405	811.4757



APPENDIX 5: MAINTENANCE CLASSIFICATIONS

The following is a schedule of technical performance indicators used as a guideline only to assist the review of AKD Softwoods maintenance employees. Other more qualitative descriptions may equally apply in recognition of an individual's strengths, limitations and general level of productive contribution. Reviews will include input from the employee, the immediate supervisor and manager.

People at each Level must be competent in all items within the Level and routinely apply these competencies in their daily work.

LEVEL ONE

- a) Engineering Trade Person or equivalent engineering skills
- b) Is able to perform the skills and knowledge of that trade.
- c) Has in-house training and performs work within the scope of this level.
- d) Program Maintenance and lubrication of production equipment.
- e) Running and adjustment of production equipment.

LEVEL TWO

- a) Engineering Trade Person or equivalent engineering skills
- b) Performs the skills and knowledge of that trade.
- c) Has in-house training and can perform work within the scope of this level.
- d) Program Maintenance and lubrication of production equipment.
- e) Running and adjustment of production equipment.
- f) Understands and applies quality control and procedures to rectify faults and deviations.
- g) Trained or has the knowledge in welding, fitting and basic motor mechanic work.

LEVEL THREE

- a) Engineering Trade Person
- b) Performs the skills and knowledge of that trade.
- c) Has in-house training and can perform work within the scope of this level.
- d) Program Maintenance and lubrication of production equipment.
- e) Running and adjustment of production equipment.
- f) Understands and applies quality control and procedures to rectify faults and deviations.
- g) Trained or has the knowledge in welding, fitting and basic motor mechanic work.
- h) Works with limited supervision.
- i) Good communication skills.
- j) Works from drawings / prints and or plans.
- k) Mechanical fault finding skills
- l) Quality work assured.



LEVEL FOUR

- a) Engineering Trade Person
- b) Performs the skills and knowledge of that trade.
- c) Has in-house training and can perform work within the scope of this level.
- d) Program Maintenance and lubrication of production equipment.
- e) Running and adjustment of production equipment.
- f) Understand and applies quality control and procedures to rectify faults and deviations.
- g) Trained or has the knowledge in welding or fitting and basic motor mechanic work.
- h) Works with limited supervision.
- i) Good communication skills.
- j) Work from drawings / prints and or plans.
- k) Mechanical fault finding skills.
- l) Quality work assured.
- m) Suggest detailed ideas for systems improvements.
- n) Basic knowledge of hydraulic and pneumatic systems.

LEVEL FIVE

- a) Engineering Trade Person
- b) Performs the skills and knowledge of that trade.
- c) Has in-house training and can perform work within the scope of this level.
- d) Program Maintenance and lubrication of production equipment.
- e) Running and adjustment of production equipment.
- f) Understand and applies quality control and procedures to rectify faults and deviations.
- g) Trained or has the knowledge in welding or fitting and basic motor mechanic work.
- h) Works with limited supervision.
- i) Good communication skills.
- j) Work from drawings / prints and or plans.
- k) Mechanical fault finding skills.
- l) Quality work assured.
- m) Suggest detailed ideas for systems improvement.
- n) Intermediate knowledge of hydraulic and pneumatic systems.
- o) Authorised to modify systems for improvement.
- p) Assists training of others and gives direction.



LEVEL SIX

- a) Engineering Trade Person
- b) Performs the skills and knowledge of that trade.
- c) Has in-house training and can perform work within the scope of this level.
- d) Program Maintenance and lubrication of production equipment.
- e) Running and adjustment of production equipment.
- f) Understand and applies quality control and procedures to rectify faults and deviations.
- g) Trained or has the knowledge in welding or fitting and basic motor mechanic work.
- h) Works with limited supervision.
- i) Good communication skills.
- j) Work from drawings / prints and or plans.
- k) Mechanical fault finding skills.
- l) Quality work assured.
- m) Suggest detailed ideas for systems improvement.
- n) Competent knowledge of hydraulic and pneumatic systems.
- o) Authorised to modify systems for improvement.
- p) Assists training of others and gives direction.
- q) Checks work of others
- r) Hydraulic and pneumatic fault finding and repair skills



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APPENDIX 6A: KILN OPERATORS SHIFT ROSTER & RATES

Table 1: Sample of Kiln Roster

1		2		3		4		5		6	
Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm
EMP 1	EMP 2	EMP 3	EMP 4	EMP 3	EMP 4	EMP 5	EMP 6	EMP 5	EMP 6	EMP 7	EMP 8
EMP 6	EMP 5	EMP 6	EMP 7	EMP 8	EMP 7	EMP 8	EMP 2	EMP 1	EMP 2	EMP 1	EMP 3

7		8		9		10		11		12		13	
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm
EMP 8	EMP 7	EMP 8	EMP 7	EMP 2	EMP 1	EMP 2	EMP 1	EMP 3	EMP 4	EMP 3	EMP 4	EMP 6	EMP 5
EMP 3	EMP 4	EMP 3	EMP 4	EMP 4	EMP 5	EMP 6	EMP 5	EMP 6	EMP 7	EMP 8	EMP 7	EMP 8	EMP 1

14		15		16		17		18		19		20	
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm
EMP 5	EMP 6	EMP 5	EMP 6	EMP 7	EMP 8	EMP 7	EMP 8	EMP 2	EMP 1	EMP 2	EMP 1	EMP 3	EMP 4
EMP 2	EMP 1	EMP 2	EMP 1	EMP 2	EMP 3	EMP 4	EMP 3	EMP 4	EMP 5	EMP 6	EMP 5	EMP 6	EMP 7

21		22		23		24		25		26		27	
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm
EMP 3	EMP 4	EMP 3	EMP 4	EMP 5	EMP 6	EMP 5	EMP 6	EMP 8	EMP 7	EMP 8	EMP 7	EMP 2	EMP 1
EMP 8	EMP 7	EMP 8	EMP 7	EMP 8	EMP 2	EMP 1	EMP 2	EMP 1	EMP 3	EMP 4	EMP 3	EMP 4	EMP 5

28		29		30		1		2		3		4	
Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm	6.00 am	6.00 pm
EMP 2	EMP 1	EMP 2	EMP 1	EMP 3	EMP 4	EMP 3	EMP 4	EMP 5	EMP 6	EMP 5	EMP 6	EMP 8	EMP 7

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EMP 6	EMP 5	EMP 6	EMP 5	EMP 6	EMP 8	EMP 7	EMP 8	EMP 7	EMP 2	EMP 1	EMP 2	EMP 1	EMP 3

Table 2: Kiln Operator Schedule of Rates

	Group 4	Group 4.5	Group 5	Group 6
Ord Hrs PW	38	38	38	38
Hrs 4 wks	168	168	168	168
Ave wk \$	1206.03	1238.17	1270.31	1312.65
Gross PA	62713.76	64384.91	66056.03	68257.56
5 wks AL + 17.5% L/L	4352.48	4468.46	4584.44	4737.24
Pub Hols x 7	1091.78	1120.87	1149.96	1188.29
9% Super on 38 hr + 15% shift allow	76.68	78.72	80.76	83.46



APPENDIX 6B: KILN FORKLIFT DRIVER ROSTER

Table 1: Four Week Sample Kiln Forklift Driver Roster

Week	Mon	Tue	Wed	Thur	Fri	Sat	Sun
1	A	B	B	A	A	B	B
2	B	A	A	B	B	A	A
3	A	B	B	A	A	B	B
4	B	A	A	B	B	A	A

Table 2: Four Week Sample Driver A including annualized EOY Gross earnings

Hrs Wkd	Hours paid			Total	Group 5
	N	1.5	2		\$20.54
33	33			33	\$677.66
44	22	2	20	65	\$1,334.78
33	33			33	\$677.66
44	22	2	20	65	\$1,334.78
					\$54,356.15
Plus 17.5% hol loading			@190hrs		\$ 682.79
		TOTAL			\$55,038.93
			p/week		1058.4410

- Overtime rate on base hourly rate. Plus 9% Superannuation
- Includes 5 weeks annual leave



Table 3: Four Week Sample Driver B including annualized EOY Gross earnings

Hrs Wkd	Hours paid			Total	Group 5
	N	1.5	2		\$20.54
44	22	2	20	65	\$1,334.78
33	33			33	\$677.66
44	22	2	20	65	\$1,334.78
33	33			33	\$677.66
					\$54,356.15
Plus 17.5% hol loading			@190hrs		\$ 682.79
			TOTAL		\$55,038.93
			p/week		1058.4410

- Overtime rate on base hourly rate. Plus 9% Superannuation
- Includes 5 weeks annual leave



APPENDIX 7: WAGE RATES

Pay adjustments as follows:

- 2.50% increase from first full pay period on or after 5th Oct 2009
- 2.75% increase from first full pay period on or after 4th Oct 2010
- 3.00% increase from first full pay period on or after 3rd Oct 2011

Adult Weekly Rates Applicable on First Full Pay Period On or After:				
	Prior to Oct 09	5th Oct 09	4th Oct 10	3rd Oct 11
Grades	\$ / week	\$ / week	\$ / week	\$ / week
6	786.671	806.338	828.512	853.367
5	761.299	780.331	801.791	825.844
4	722.779	740.848	761.222	784.058
3	697.392	714.827	734.485	756.519



21 AWARDS AND STANDARDS

1. Timber Industry Award 2010
2. Metal, Engineering and Associated Industries Award 1998
3. Fair Work Act 2009
4. National Employment Standards (NES)
5. Long Service Leave Act 1992
6. Superannuation Guarantee Administration Act 1992
7. Superannuation Guarantee Charge Act 1992

