

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/111

TITLE: Harris - Daishowa (Australia) Electricians Agreement No.3

I.R.C. NO: 97/3029

DATE APPROVED/COMMENCEMENT: 19 June 1997 and commenced from beginning of the first full pay period on or after 12 September 1996

TERM: Expires 13 September 1998

NEW AGREEMENT OR
VARIATION: New Replacing EA 266/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 48

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Maintenance Tradesperson Grade T1 to T5 and Apprentices Grade A1 to A4

PARTIES: Harris-Daishowa (Australia) Pty Ltd -&- Electrical Trades Union of Australia, New South Wales Branch

1. TITLE

The title of this Agreement is the Harris-Daishowa (Australia) Electricians Agreement 1996 and it shall be known as the HDA Electricians Agreement (No.3).



2. ARRANGEMENT

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3. OPERATION AND DURATION OF AGREEMENT

The Agreement shall take effect on and from the date of its approval by the Industrial Relations Commission of New South Wales in accordance with Section 32 of the Act.

Nonetheless, by procedural agreement between the parties the Agreement shall come into operation from the beginning of the first full pay period commencing on or after 12 September 1996. The Agreement shall remain in operation until 13 September 1998.

4. PERSONS AND PARTIES BOUND

The HDA Electricians Agreement (No.3) shall apply to and be binding upon;

- (a) Harris-Daishowa (Australia) Pty Ltd, Jews Head, Eden NSW 2551 (the Company) and
- (b) Employees of the Company covered by Clause 8, Wage Rates, Clause 13, Apprentices and Clause 16 Classifications and Career Paths, of the HDA Electricians Agreement (No.3); and
- (c) The Electrical Trades Union - NSW Branch.

5. PREVIOUS AWARDS AND AGREEMENTS SUPERSEDED

Subject to the operation of Clause 6. Relationship to Parent Award, the HDA Electricians Agreement (No.3) shall replace and rescind all and any previous practices, agreements, Awards and Orders relating to the employment of employees at Harris-Daishowa (Australia) Pty Ltd. including the HDA Electricians Agreement (No.2). However no right, obligation or liability earlier accrued or incurred under any such previous practice, agreement, Award or Order shall be affected by this Agreement.

6. RELATIONSHIP TO PARENT AWARD

- (a) The HDA Electricians Agreement No.3 shall be read and interpreted in conjunction with the Electricians (State) Award. Provided that where there is any inconsistency between the Award and the HDA Electricians Agreement (No.3), the HDA Electricians Agreement (No.3) shall take precedence, except where the overall benefits from the Award, for a particular case, are more advantageous to the employee in which case the Award shall apply.
- (b) The conditions of employment contained in this Agreement shall also apply to the employment of Indentured Apprentices except in circumstances where the overall benefits, from the relevant Apprenticeship Award, in a particular case, are more advantageous to the, in which case the relevant State Apprenticeship Award shall apply.



7. ABILITY TO INTRODUCE CHANGE DURING LIFE OF THIS AGREEMENT

The parties to this Agreement recognise that a wide range of circumstances may make variation of terms contained in this Agreement desirable during the life of the Agreement.

Accordingly, the parties agree that;

- (a) Changes may be made to any provision contained in this Agreement, during the life of this Agreement, in circumstances where there is full unequivocal agreement between the parties to the Agreement through the Enterprise Consultative Committee, provided that such variation is made in terms of Section 125 of the Industrial Relations Act, 1991

8. WAGE RATES AND ALLOWANCES

A weekly employee of a classification defined in Clause 16 of this Agreement shall be paid the following;

(a) Maintenance Tradespersons

Grade T1	558.20 per week
T2	574.70 per week
T3	607.40 per week
T4	640.30 per week
T5	673.10 per week



- (i) These rates are inclusive of an amount which is an allowance for the purchase of tools by tradespersons.
- (ii) Tradespersons who hold a current electrical license will be paid an allowance which is extracted from the Electricians (NSW State) Award, which is currently \$22.30 per week.

(b) Apprentices

1st Year	Grade A1	287.40 per week	(50% of T2)
2nd Year	A2	344.80 per week	(60% of T2)
3rd Year	A3	431.00 per week	(75% of T2)
4th Year	A4	517.20 per week	(90% of T2)

(c) Wage Rate Increases

The wage rates contained in paragraphs (a) & (b) above shall be increased by 6.25% effective from 15th September 1997.

(d) Adjustment of Wage Rates

- (i) It is a term of this Agreement that the Unions and Employees undertake not to pursue any extra claims, for increases in either wages or allowances for the life of this Agreement, except where consistent with the wage fixing principles of the Australian Industrial Relations Commission.
- (ii) This sub-clause serves to specifically exclude any right to claim productivity based wage increases or safety net adjustments resulting from any National Wage Case decision handed down during the life of this Agreement.

(e) Special Allowances

Acting Staff Allowance (Clause 11)	\$ 1.30 per hour
First Aid Allowance (Clause 21)	\$ 8.00 per week (not part of hourly rate)
Travelling Allowance (Clause 39)	\$38.25 per return trip from Eden township to Eden Chip Mill.
Training Allowance (Clause 37)	Half the difference between pay grades N7 & N8 paid as a weekly allowance.
Meal Allowance	\$6.70 per meal
5% Allowance	5% of grade rate.

NOTE: The 5% allowance will be removed when two shift production recommences.

9. DEFINITIONS

In this Agreement unless the contrary intention appears:

Accident Pay : Means a weekly payment of an amount equal to the difference between the weekly amount of compensation paid to an employee pursuant to the Workers Compensation Act of NSW, and the weekly rate of pay to which such employee is entitled as per Clause 10 of this Agreement.

The Agreement/This Agreement : Means the HDA Electricians Agreement (No.3).

Apprentice : Means an employee employed under indenture in terms of the provisions of the NSW Industrial and Commercial Training Act 1989.



date of the injury giving rise to the said payments of compensation providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments by the employer shall not be taken into account.

- (e) The total weekly rate of pay above mentioned shall be the same as that applying for a total incapacity, provided that where any employee receives a weekly payment of compensation under the respective Act and subsequently such payment is reduced pursuant to the said Act, such reduction shall not increase the liability of the employer to increase the amount of Accident Pay in respect of that injury.
- (f) Where an employee receives Accident Pay and such pay is payable for incapacity for part of a week, the amount shall be a direct pro-rata.
- (g) Before paying the Accident Pay the company requires the claimants to sign a recovery agreement permitting the company to reclaim Accident Pay monies paid from any Common Law settlement or verdict the claimant receives following from the original injury giving rise to the Workers Compensation claim.

11. ACTING STAFF ALLOWANCE

Where an employee is asked to assume full responsibility for supervising operations in the absence of a designated Staff Supervisor, that employee shall receive an allowance of \$1.30 per hour.

12. ANNUAL LEAVE LOADING

The Company agrees to pay an Annual Leave Loading of 20% for all annual leave. This loading shall be paid in accordance with the provisions in the Award

13. APPRENTICES

(a) Form and Registration of Indenture

Apprentices shall be employed in accordance with the training and employment provisions as set down by the appropriate State Legislation.

(b) Wages

- (i) Apprentices will be paid wages as prescribed in Clause 8 of this Agreement or as prescribed by the State Authority where such rates are higher than those prescribed in Clause 8.



(c) Travelling and Living Away Allowance

The following regulations apply to Apprentices who are required to attend TAFE on a block release basis;

- (1) Travel and Work arrangements and payments of allowances will be determined at the beginning of each academic year, with consideration given to the times, dates and location of TAFE college classes, and circumstances of individual apprentices such as whether they drive or use public transport.

The following allowances will be paid where appropriate:

(2) Travel to Wollongong

(a) Car

- (i) Five hours travelling allowance for travel to Wollongong on Sunday evening paid at ordinary rates where the apprentice is required at College early on Monday morning.
- (ii) Daily living allowance of \$25.00 to contribute towards accommodation, meals and travel to and from college.

*Note: that the amount stated as a daily living away allowance includes any government subsidy available which will be recovered by the Company. The allowance will be calculated according to the number of nights an apprentice is required to obtain accommodation, as per (1) above.

- (iii) A car allowance of \$70.00 for the return trip when more than one person is travelling to TAFE training from the Company. When only one person is travelling the amount of payment will be equal to the cost of bus/rail transport to Wollongong.

(b) By Public Transport

- (i) An amount equal to the cost of public transport fare(s) shall be paid.
- (ii) Travelling allowance of five hours at ordinary rates where the apprentice is required to travel home on Saturday or on a rostered day off.
- (iii) Daily living away allowance as per 2 (a) (ii) above.



(3) Travelling to Goulburn or Nowra

(a) Car

(i) Four hours travelling allowance for travel to Goulburn or Nowra on Sunday pm paid at ordinary rates where the apprentice is required at College early on the Monday.

(ii) Daily living allowance as per 2 (a) (ii) above.

(iii) A car allowance of \$65.00 for the return trip as per conditions in 2 (a) (iii) above.

(b) By Public Transport

(i) An amount equal to the cost of public transport fare(s) shall be paid.

(ii) Travelling allowance of four hours at ordinary rates where the apprentice is required to travel home on a Saturday or rostered day off.

(iii) Daily Living Allowance as per 2 (a) (ii) above.

(4) Travelling to Moss Vale

Conditions relating to travel to Moss Vale are the same as for travel to Wollongong. (Para. 2 above).

(5) Travel to Other TAFE Colleges

Should apprentices be required to travel to TAFE Colleges other than listed above, arrangements consistent with those determined for the above colleges will be made at the beginning of the academic year.

(6) Variation of Travelling and Living Away Allowances

The rates of these allowances may be varied through agreement by the Enterprise Consultative Committee, and subsequent approval of the General Manager.

(d) Adult Apprenticeships

A system of adult Apprenticeships shall be established with a view to allowing non-trades employees to gain full trade qualifications. Under such a system, overall manning levels would not be increased. Adult Apprenticeships would be available to HDA employees only, and such employees would continue in employment with the Company on the completion of their trade training subject to the provisions of Clause 31 of this Agreement.



14. CANTEEN SERVICE

(a) Meal Entitlements on Ordinary Time

- (i) Each employee shall be entitled to receive a free meal from the Canteen on each normal working day or shift when full canteen service is available.
- (ii) Full canteen service will be provided for day and afternoon shift on each normal working day during the week, or when fourteen (14) people or more are organised to work during a set period.
- (iii) Where an employee is rostered to work ordinary time when full canteen service is not available he/she shall be entitled to receive a meal allowance.
- (iv) If a meal entitlement is not taken on the day it is due, entitlement to meal will be forfeited by the employee.

(b) Meal Entitlement on Pre-Notified Overtime

- (i) Employees working pre-notified overtime will be entitled to receive a meal when :-
 - a. Working a 12 hour shift (3¹/₂ or 4 hours overtime)
 - b. Working a 16 hour shift (7¹/₂ or 8 hours overtime)
 - c. Working 8 hours on a Saturday, Sunday, public holiday, or No Day.
- (ii) When full canteen service is available, consistent with sub-clause (a) (ii) above, the meals will be provided direct from the canteen. At other times employees will receive a meal allowance.

(c) Meal Allowance is the highest of the meal allowance rates in the Timber Industry Award, the Electricians (State) Award or the Metal Industry Award.

(d) Description of Meals

The meals to be provided when full canteen service is available will include a choice of:-

(i) Meals

Meal of the day
Fish when available
Cold meat and vegetables or salad
Chicken with salad or vegetables
2 pies and vegetables or salad
Cold meat and salad and drink



- (ii) Snacks as per list in Canteen

The above food items may be supplemented with side salad items available from the salad table at no extra cost

15. CERTIFICATES OF COMPETENCY

The Company will pay all compulsory fees for employees who gain Certificates of Competency relevant to their jobs at HDÁ,

Where an employee fails an examination or does not undertake an examination due to no fault of the Company, the employee must meet any additional WorkCover Authority fees incurred.

16. CLASSIFICATIONS AND CAREER PATHS

Each employee shall be appointed to the appropriate classification within the career path.

The selection of the appropriate classification for an employee within the career path will be based on the employees successful completion of all of the prescribed skill modules for that level.

Successful completion of a skill module means the employee is able to demonstrate through the assessment process the practical application of the skills covered by the modules curriculum.

The required training modules and/or skill requirements for Electrical Grades employees at each grade level are set out below and are deemed to include the relevant training modules and/or skill requirements of all lower classification grades.



Grade T1

This grade shall apply to a new employee with the Company who is a certified tradesperson. An employee who remains on Grade T1 for a period of more than three months shall have their continued employment reviewed by the Training Committee.

Grade T2

This grade shall apply to an employee who has successfully completed the appropriate training as indicated:

Safety and Induction Course
Plant Identification
Chip Quality and Production
Electrical Isolations
Dogman/Overhead Crane

Grade T3

Fitting Module
PLC Module

Grade T4

Air Conditioning Module
Welding and Oxy Cutting



Progression to Grade T5 - All Trades

This classification has yet to be clarified, and is to be developed when there is a likely structure change within the current operations, or when there is a need to increase or implement new skill levels.

Change of Career Paths

- (i) "Retention of rates" will apply to employees changing career paths at Management direction, until progress up the career path enables such employee to reach a level of payment greater than the existing rate of pay.
- (ii) If a change is made at the employees request, the current rate of pay will be maintained for a maximum of six months to allow the employee time to train in the new area of work. If after six months the necessary skills in the new area of work have not been learned, payment will be reduced to the level commensurate with the skills and knowledge possessed and able to be used.

Waiving or Variation of Training Requirements - Grade Level Increases

In some circumstances it may be appropriate to waive or vary the training requirements outlined in this clause due to the impracticality of an individual being trained to perform a particular duty. For example, it may not be either necessary, or efficient utilisation of training resources and time, to require an employee to undergo training which is a requirement for a grade level increase where such employee would in all likelihood never be required to use the skills gained through such training.

The waiving or variation of such training requirements shall be allowed, subject to the recommendation of the Training Committee and the approval of the General Manager.

17. CLOTHING, TOOLS & PROTECTIVE EQUIPMENT

- (a) During each year of employment employees will be entitled to receive standard uniform clothing to a value equal to the cost to the Company of three permanent press long trousers and three permanent press long sleeve shirts.

The following items comprise standard uniform clothing:-

Overalls
Short (Stubbies)
Permanent Press Long Trousers
Permanent Press Shirts
Heavy Winter Jackets
'Bluey' Coats
Jumper



ALL ITEMS TO BE BLUE, GREEN OR KHAKI IN COLOUR ALL SHIRTS, JACKETS, COATS AND JUMPERS MUST HAVE HDA LOGO BADGE ATTACHED OVER ONE POCKET.

- (b) Clothing issued free of charge to employees will remain the property of the Company for twelve months after issue and must be returned to the Company if the employee terminates during this time. Employees wishing to retain clothing on termination may do so, on payment of one twelfth of the clothing replacement value for each month remaining in the twelve months dating from time of issue. Should any item of clothing become unsuitable for wear due to damage, soiling, etc. whilst clothing is being worn at work, for a period of six (6) months from the date of issue of the clothing, the item of clothing will be replaced by the Company. Before any item of clothing is replaced, the relevant supervisor should be satisfied that the above provisions have been met.

(c) Laundry Facilities

The Company will make available on site laundry facilities (washing machine and dryer) to enable employees to wash dirty overalls and work clothes at work.

- (d) All employees will be issued with one pair of safety boots upon commencement of employment. These boots will be replaced every twelve months, or when the footwear become unsuitable for wear due to damage, etc.

- (e) Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools, spectacles, hearing aids and dentures are damaged or destroyed by fire or corrosive substance. Provided that the Company's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Provided further that this subclause shall not apply to an employee who is entitled to compensation under any workers compensation or any other Act in respect of damage to tools, spectacles, hearing aids and dentures.
- (f) Employees shall be provided with all safety equipment necessary for the safe performance of any task they are directed to perform. Failure to utilise safety equipment as directed will result in disciplinary action, and in extreme circumstances, instant dismissal.
- (g) Supply of Tools to Multi skilled Tradespersons

The Company shall supply any tools required by tradespersons to perform work related to their recognition by the Company as cross skilled tradespersons which are above and beyond the requirements of their designated base trade.



Such tools shall remain the property of the Company and will be returned to the Company on leaving it's employment.

An agreed list of cross skilled tools for each trade is set out below.

BASIC TOOL KIT - ELECTRICIAN

- Set of A.F. open end and ring spanners ¼" to 1") or a combination or
- Set of metric open end and ring spanners 6 to 25mm) spanners to allow 2 of
- Set of A.F. sockets ¼" to 1") each size
- Set of screw drivers both standards & phillips) or a set that
- Insulated screw drivers both standard & phillips) includes both
- Insulated combination pliers
- Insulated side cutters
- Insulated long nose pliers
- Multi grips
- Crimping tool
- 150mm Shifter
- 300mm Shifter
- 300mm Steel rule metric/imperial
- 5m/16ft Tape metric or metric/imperial
- Centre punch
- Small cold chisel
- Large cold chisel
- 2lb/.9kg Ball pein hammer
- Hacksaw
- Knife
- Hacksaw junior

CROSS SKILLED TOOL KIT - ADDITIONAL TOOLS

Vice grips
Internal circlip pliers
External circlip pliers
300mm Stillsons
Double ended scriber
150mm Dividers
Feeler gauges
Pin punch set
String line
Level minimum 300mm long
Boilermakers plate square
Combination square
4lb/1.8kg Double faced hammer
Chipping hammer
Pinch bar



18. CONSULTATIVE MECHANISMS

1. Enterprise Consultative Committee

This Committee meets at least every two months, and is the 'peak' consultative group on site, involving Senior Management representatives and Union/Employee representatives. This group does not discuss day to day issues, but rather issues relating to the shorter and long term objectives of the Company, operational and business objectives, matters pertaining to the Industry as a whole, and provides a forum to enable employees an input into decision making processes and access to relevant information about the Company's activities.

A copy of the Constitution of this Committee follows:

CONSTITUTION OF THE COMMITTEE

1. STRUCTURE

- (a) The Enterprise Consultative Committee shall consist of four employee representatives who are members of the on site unions and four management representatives.
- (b) Any member of the Committee shall cease to be recognised as such upon termination of employment with the Company. Also any employee representative shall cease to be recognised as such upon resignation from the union or upon assuming promotion to a staff position.

2. LIST OF OFFICE BEARERS AND THEIR ROLE

(a) Chairperson: shall be a member of the Committee and shall have the same voting rights as other Committee members. The position of Chairperson will rotate every six months between a management and a union representative by agreement of the Committee.

- shall act as a spokesperson for the Committee.
- shall call special meetings of the Committee if required.

(b) Chairperson's Duties

- (i) To understand the format and distinctive stages of the meeting.
- (ii) To be familiar with the Agenda and come to the meeting prepared. Indicate the items of business on the Agenda as being either "for information", "for discussion" or "for decision".
- (iii) To liaise with the nominated member of the Committee (if any) who is responsible for preparing the Agenda for the meeting.
- (iv) To open the meeting and follow the Agenda.
- (v) To maintain the meeting in order by encouraging participation and leading the meeting.
- (vi) To ensure that if the previous minutes require amendment prior to their confirmation that these alterations are made prior to signing the minutes.
- (vii) To allow all members of the Committee to put their point of view.
- (viii) To close the meeting and make known the date, time and place of the next meeting.
- (ix) To liaise with the member of the Committee who prepares the minutes of the meetings.

(c) Vice Chairperson

- (i) When the Chairperson is absent from the Committee meetings, the Vice-Chairperson shall assume the Chairperson's role.



- (ii) The Vice-Chairperson shall be elected from the Committee and will be a representative of the group to which the Chairperson does not belong.
- (iii) Following the Chairperson serving their six month term the Vice-Chairperson shall become the Chairperson with a new Vice-Chairperson elected.

3. PROXY

- (a) Committee Members where possible are to nominate a proxy to participate on the ECC (in the Committee Member's absence).
- (b) All rights and obligations extended to Committee Members will be transferred to the proxy whilst they participate in meetings or undertake Committee work.

The Minutes of the meeting will record details of the proxy.

4. MEETINGS

Meetings shall be held at least once every two months or when specially convened through the Chairperson.



5. QUORUM

A Quorum shall consist of a majority of management and a majority of union representatives.

6. AGENDA

- (a) The Agenda is to be prepared and distributed by the Chairman or a member nominated by the Chairman to all Committee Members and the General Manager at least five (5) working days prior to meetings. Any Committee Member may submit Agenda items. Management members shall submit as Agenda items all matters which may impact upon employees at the conceptual stage of management consideration.
- (b) Appropriate information shall be provided with each Agenda item submitted.
- (c) Agenda items may be raised for next meeting whilst a meeting is in progress.
- (d) Issues of importance but not noted on the finalised Agenda can be raised at the meeting and by agreement of a majority of members of the Committee discussed at the meeting.

- (e) Provision shall be made available within the Agenda to review decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.

7. RECORDING OF MINUTES

Minutes will be taken by a Committee Member or other nominated person. Minutes shall be circulated to Committee Members for verification prior to posting on the notice boards. Every effort shall be made to have the Minutes publicised within five working days of the meetings. The minutes shall include:

Attendances at the meeting.

Summary of the issues and alternatives proposed with brief supporting arguments.

Decisions made, the time frame for implementation of decisions and who is responsible for acting on the decision.

Time frame for consideration of deferred decisions.



8. PREPARATION TIME AND REPORT BACK

Union Members of the Committee shall have adequate time and access to their membership.

Prior to Committee meetings to prepare their response and input to Agenda items.

Following Committee meetings to report back, when necessary, on issues discussed.

The Committee will make recommendations on the appropriateness of paid meetings of employees depending on the issues involved.

9. CO-OPTION TO COMMITTEE

Where agreed by the Committee:

- (a) Representatives shall have the power to co-opt personnel for advisory purposes on specific issues to expedite Committee business. Individuals retain the right to refuse any such request by the Committee.
- (b) Accredited union officials may be invited to attend Committee meetings and participate in discussions but shall not have voting rights on the Committee.

10. DISCRIMINATION

Management shall not dismiss or injure an employee in their employment or alter their position to their detriment by reason of the fact that the employee is a member of, or has an interest in, the Consultative Committee.

11. RIGHTS AND DUTIES OF REPRESENTATIVES

All Members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- (i) To attend the meeting and be present a few minutes before the time stated on the Agenda.
- (ii) To forward apologies to the Chairman if unable to attend the meeting and arrange a proxy to attend.
- (iii) To come to the meeting prepared, having read the minutes of previous meeting.
- (iv) To study the Agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent.
- (v) To communicate with constituents to establish their views and opinions on Agenda items.
- (vi) To represent the views and opinions of those people they represent and not just their own.
- (vii) To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- (viii) Encouraging and assisting constituents to submit Agenda items.
- (ix) Providing explanations of items recorded in the Minutes.
- (x) To report back to constituents on Committee business.



12. PAID TIME AVAILABLE TO UNION REPRESENTATIVES

Union representatives on the Committee shall be entitled to use time whilst at work to:

- (i) Attend Committee meetings.
- (ii) Prepare for Committee meetings.

- (iii) To attend to other Committee business by agreement with management.

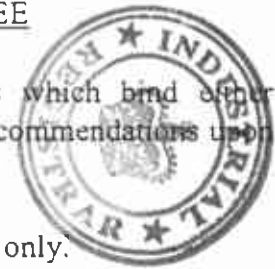
13. TRAINING REQUIREMENTS OF COMMITTEE MEMBERS

All Members of the Committee to be entitled to training, the range of which to be decided by the Committee, with a view to ensuring all members have the opportunity to perform to the best of their ability. No employee shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking. Union representatives shall be entitled to paid time to attend Union-sponsored training courses within the Trade Union training provisions in the Timber Industry Award.

14. DECISION MAKING PROCESS OF COMMITTEE

The Committee does not make final decisions which bind other employees, the Union or management. It make recommendations upon which Management makes its final decision.

The Committee shall reach decisions by consensus only.



15. DISPUTE SETTLEMENT PROCEDURE

Should the Committee be unable to reach a decision on an issue the matter will be referred to the General Manager.

If no resolution is achievable normal industrial relation procedures will apply, the stage in the Disputes Settlement Procedure which is invoked will depend on the individual issue.

16. RIGHT OF ACCESS TO ALL RELEVANT INFORMATION

Management and Union representatives have the right of reasonable access to information relevant to issues being considered by the Committee.

All reasonable effort will be made by representatives to request specific items of information within adequate time. However, this does not diminish management's responsibility to provide all relevant information in a timely manner.

17. UNION RESOURCES AND FACILITIES

Committee representatives shall have the right of access to the following facilities and resources in relation to their duties as Committee Members:

Lockable filing cabinets
Typing facilities
Photocopying as required
A telephone
Meeting facilities

18. STAFF REPRESENTATIVES

Representatives of "staff" employees may attend meetings as observers only, subject to Departmental approval.



19. OTHER

Provision shall be made at regular intervals for the review and evaluation of the Committee, its operations and procedures for the purpose of improving its performance and responsiveness to its stated objectives and functions.

This review shall be undertaken jointly by Management and Committee Members.

20. TRAINING COMMITTEE

Consistent with the principles laid down by the August 1988 National Wage Case the need is recognised by all parties to this Agreement for the establishment of a Committee to:

- (a) Oversee the identification and definition of all job skills existing and likely to exist in the foreseeable future at the Eden Woodchip Mill, and
- (b) Oversee the development and implementation of a training structure, using internal and external resources, to provide the skilled workforce necessary to meet the current and foreseeable job skill needs of the Company, and
- (c) Determine policies and procedures within the Company covering eligibility for training and the priorities to be given to the respective classes of training.

This Committee will be called the Training Committee and will be made up of four Company representatives and four employee representatives.

In broad terms the Committee will determine its policies by consensus and where an issue arises upon which the Committee cannot agree, this matter will be referred to the General Manager, or may be taken up by the dissenting parties through the Grievance and Disputes Settlement Procedure.

19. DISCIPLINARY PROCEDURE

When there is cause to believe that an employee may have committed a misconduct, the following procedure will be followed :-



Company will investigate the facts and circumstances of the alleged misconduct. It may be appropriate for the employee concerned to be stood down without loss of pay during this process.

Company will then conduct an interview of the employee. It would be appropriate for a second member of management to be present at the interview as well as the employee's Union delegate (if requested by the employee or the Company) or another nominated or responsible employee acceptable to the employee being disciplined.

During the interview the employee shall be informed of the nature of the problem and shall be given a reasonable opportunity to defend himself/herself against the allegations and to explain his/her actions.

Circumstances where the employee does not give a satisfactory explanation of his/her actions and disciplinary action is to be taken, certain details of the interview should be recorded, such as :-

The nature of the poor work performance or unsatisfactory conduct and the specific details.

Date/s of poor work performance or unsatisfactory conduct (if available).

Clarification of the improvements required of the employee to correct the problem and when the improvements are expected.

A warning which makes clear the consequences if the employee does not correct the problem i.e. the possible or definite termination of employment.

Date and time of review.

Provision should be made for signature of the parties present at the interview.

A copy of the record of interview will be supplied to the employee as well as formal written warning.

A copy of the record of interview and each written warning will be kept on the employee's personal file with the employee and his delegate having access to such reprimand documents if they so wish.

If the union delegate and the employee do not agree with the disciplinary action proposed by the Company, then a cooling off period of seven days shall be implemented. Where the issue is one of summary dismissal due to serious misconduct the employee may seek and will be granted one week's leave without pay if the cooling off period is invoked. A cooling off period will not prejudice the right of the Company or the union to take action regarding the employee after expiry of the cooling off period.

Except in cases of serious misconduct justifying instant dismissal, an employee will be formally warned at least twice about their conduct before being dismissed in accordance with this clause.

The Company shall be entitled to dismiss an employee under this clause when the employee is found guilty of misconduct in accordance with the above procedures within one year of receiving a final written warning.

Where an employee is found guilty of misconduct more than one year after receiving a final warning, the disciplinary action to be taken will be based on the employee's overall employment history, each case being decided on its own merits.

In certain cases the Company may consider the suspension of an employee as being preferable to dismissal. In such cases the Enterprise Consultative Committee will be asked to endorse the employee's suspension from work without pay as an alternative to dismissal. The maximum period of suspension is two weeks.

These procedures in no way limit the Company's rights of summary dismissal where an employee is found to be guilty of serious misconduct.

20. FIFTEEN YEAR SERVICE AWARD

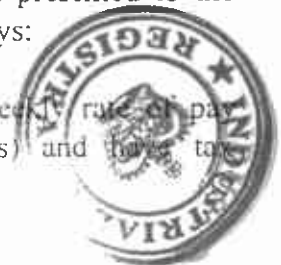
On completion of 15 years continuous service with the Company, wages employees will be presented with a voucher by the Company which must be presented to the Company within one year for redemption in one of the following ways:

- (a) The employee will be paid 15 days pay at the normal weekly rate of pay (excluding shift allowance, overtime and other penalties) and three tax deducted at the employees marginal tax rate.

or

- (b) The employee will be permitted 15 consecutive working days leave on full pay (excluding shift allowance, overtime and other penalties).

Employees who complete ten (10) years service but fail to achieve fifteen (15) consecutive years service because they have to retire at age 65 years, or because they retire due to genuine permanent disability, will be paid a pro-rata service award based on their actual completed years of continuous service.



21. FIRST AID PROVISIONS

(a) First Aid Outfit

The Company shall supply and maintain a first aid outfit at each workplace as prescribed by the legislation of the State.

(b) First Aid Training

The Company agrees to meet course expenses for eight (8) employees to attend the St. Johns First Aid Certificate Training, upon their successful completion of the course, and course expenses for any employee who may replace one of these eight (8) first aiders, should they leave the Company's employment, or their qualifications lapse. Payment of first aid allowance to suitably qualified employees will be paid subject to the provisions of Clause (c) below. Training must be undertaken outside work hours.

(c) First Aid Employee

Where the Company has appointed an employee who holds a certificate as a first aid attendant, an additional \$8.00 per week for each week in which three days or more have been worked shall be paid to such employee, and such amount shall be payable in addition to any amounts paid for annual leave, sick leave and public holidays provided that this allowance shall not be subject to any premium or penalty additions.

Provided that nothing in this subclause shall be taken as meaning that the Company shall be required to make such an appointment.

22. FLEXIBILITY

- (a) Because the rates of remuneration prescribed by this Agreement are based on skills and knowledge possessed, employees may be allocated any task for which they have been trained and assessed as being competent to perform.
- (b) Employees in identified areas shall work in semi autonomous unsupervised teams, subject to the Company providing adequate training to enable employees to make the transition to team based work arrangements.
- (c) A Production team will consist of employees whose collective skills and knowledge will enable the efficient operation of the mill, mobile plant and maintenance functions. Rotation through different areas of operations should be determined by the team members themselves, however, if agreement cannot be reached by consensus within the crew, a responsible staff person will allocate labour to various areas of operations, with a view to providing all employees with as wide a variety of work as possible in terms of (a) above, and

also allowing employees optimum opportunities for training and consequent movement through their career path.

- (d) Rotation will be monitored to ensure compliance with (a) and (b).
- (e) These arrangements shall also apply to overtime work.
- (f) Rotation and flexibility will not be restricted because of Union membership alone.
- (g) The parties agree that, if and when necessary, deliveries of sawmill waste chips, and logs, will be received. The Enterprise Consultative Committee must be advised in advance of any significant changes in the ratio of incoming tonnages of sawmill chips and logs.
- (h) Receivals on the Production No Day will be achieved by changing the No Day arrangements of employees, rather than working overtime. Manning changes which will enable the Company to receive logs (and chips after full consultation with the E.C.C.) on the production No Day will be made on a voluntary basis, or through agreement by the E.C.C. This provision is not intended to enable a further reduction in truck numbers but is required to enable contractors and truck owners to gain more effective use of their capital equipment (trucks) by giving them more available days to deliver to the mill.

23. GRIEVANCE AND DISPUTE SETTLING PROCEDURE



- (a) Should a question, dispute, or grievance (hereinafter referred to as a dispute) arise, the following procedure shall be observed.
 - (i) The person or persons concerned shall raise the matter with their Supervisor. The Supervisor shall respond to the matter within 24 hours.
 - (ii) If the matter is settled then the Supervisor shall merely report the details of the dispute and the settlement to the Works Manager for recording and any further action.
 - (iii) Should the dispute not be resolved, it is to be referred to the Works Manager who will endeavour to resolve the dispute by meeting with the employee(s) representative(s). The Works Manager shall respond to the parties within 24 hours.
- (b) While the procedures outlined in this Clause are in progress, work shall proceed normally without bans, stoppages or other interruptions. In return the Company will do all in its power to expedite the meetings, hearings, etc and will keep employees informed of progress and efforts.
- (c) Where a dispute cannot be resolved by meetings, etc., under Clause 23 (a), either of the parties may arrange to refer the dispute to either:-

- (i) The NSW Industrial Commission for determination and such decision, subject to the parties right of appeal, will be accepted; or
 - (ii) An independent mediator, who is nominated by the parties beforehand, for determination and such decision, subject to the parties right of appeal to one other independent mediator also nominated by both parties, will be accepted by both parties. The fees and costs of the independent mediator to hear the appeal will be borne by the party appealing the decision.
- (d) In the case of a genuine health and safety issue, immediate steps are to be taken to remedy the situation
- (i) Where an employee is concerned about a situation which he or she genuinely considers to be a threat or potential threat to his or her own or other employees safety, the employee should rectify the situation if this is within his/her own ability.
 - (ii) If the employee is unable to rectify the unsafe situation the employee should draw the matter to the attention of his/her Supervisor.
 - (iii) Where a matter has been raised with a Company representative and no suitable action has been taken to rectify the problem within a reasonable time, the employee concerned should refer the problem to the Chairman of the Occupational Health and Safety Committee or, in his/her absence, to another member of that Committee.



24. HOURS OF WORK - DAY WORKERS

(a) Ordinary Hours of Work

The ordinary hours of work for day work employees shall be from 7.00am to 3.30pm Monday to Friday. However, these hours of work may be varied by arrangement between the Company and employees through agreement by the Enterprise Consultative Committee.

(b) Meal Break

Employees are allowed one half hour for a lunch break. An employee shall not be required to work more than five hours without a meal break. All work done during an employee's meal break shall be paid for at double time rates of pay. For work performed thereafter until a lunch break is allowed time and one half rates shall be paid.

(c) 38 Hour Week

Employees will work an average of 38 hours per week over a four week cycle. Under normal circumstances this will mean that every fourth Friday would not be worked. This arrangement may be varied by agreement between the Company and employees through the Enterprise Consultative Committee. Where a holiday as defined in the Award falls as a designated non working day due to the 38 hours week arrangements for the site, an alternative non working day shall be arranged by agreement between the Company and employees through the Enterprise Consultative Committee.

An employee who works on a rostered day off shall be paid overtime in accordance with the relevant overtime clause in the appropriate parent Award except where such work is in accordance with circumstances outlined in Sub Clause 22(h) of this Agreement.

25. HOURS OF WORK - SHIFTWORERS



(a) Definitions

- (i) "Day Shift" shall mean a shift commencing at 7.00am and finishing at 3.00pm.
- (ii) "Afternoon Shift" shall mean a shift commencing at 3.00pm and finishing at 11.00pm.
- (iii) "Night Shift" shall mean a shift commencing at 11.00pm and finishing at 7.00am. In all cases the Night Shift shall be deemed to be the first shift of each day.
- (iv) "Rostered Shift" shall mean a shift of which the employee(s) concerned has had at least 48 hours notice.
- (v) "Continuous Work" means work carried on with consecutive shifts of persons throughout the 24 hours of each of at least six consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

(b) Payment of Ordinary Shifts

- (i) An employee whilst on Day Shift shall be paid at ordinary rates.
- (ii) An employee whilst on Afternoon Shift or Night Shift shall be paid 15% more than the ordinary rate.

(c) Day Worker Changing to Shift Work

Where a day worker commences shiftwork at the instructions of the Company without seven days notice except as provided for in Clause 25 (j) herein (or the reduced period of 48 hours notice where the transfer to shift work is necessitated by absenteeism) the Company shall pay time and one half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(d) Change of Shift Rosters

Employees placed on a shift roster shall not have their roster changed by the Company without 48 hours notice of such change or payment is made at time and one half rates for ordinary time worked until such 48 hours notice would have expired. Such extra rate shall be in substitution for the shift allowances.

(e) Termination of Shift

A shift worker shall be given seven days notice of the cessation of the shift work. If such notice is not given the appropriate shift allowance set out in subclause (b) hereof shall apply to ordinary time worked until such seven days notice would have expired, except as provided for in Clause 25 (j) herein.

(f) 38 Hour Week

Employees will work an average of 38 hours per week over a four week cycle. Under normal circumstances this will mean that every fourth Friday would not be worked. This arrangement may be varied by agreement between the Company and the employees through the Enterprise Consultative Committee.

Where a holiday, as defined in the Award falls on a designated non working day due to the 38 hour week arrangements, an alternative non working day shall be arranged by agreement between the Company and employees through the Enterprise Consultative Committee.

(g) Work on a Non-Working Day

Unless a rostered day off is substituted for another shift off in accordance with sub clause (h) hereof, work performed on the rostered shift off will be paid for in accordance with the relevant provisions of the Award.

(h) Substitute Shift

The Company and an employee or employees may, by agreement through the Enterprise Consultative Committee, substitute the shift the employees concerned are to take off during a work cycle for another shift without thereby incurring a penalty.

(i) Daylight Saving

When, by declaration by the Government of NSW, summer time is prescribed as being in advance of the standard time, the length of any shift;

- (i) Commencing before the time prescribed by the legislation for the commencement of a summer time period, or
- (ii) Commencing on or before the time prescribed by such legislation for the termination of a summer time period.

Shall be deemed to be the number of hours represented by the difference between the time recorded on the clock at the beginning of the shift and the time so recorded at the end of the shift, the time of the clock in each case to be set at the time fixed pursuant to the relevant legislation.

(j) Shiploading

- (i) Shiploading rosters will be posted at least forty-eight (48) hours before the estimated time of arrival of each ship.

- (ii) Where an employee is placed on the 7.00pm to 7.00am. Shiploading Shift, on the first day of loading, the period from 7.00pm to 11.00pm on that day will be treated as the employee's normal afternoon shift for that day. The employee will receive eight hours ordinary pay and the period from 11.00pm to 7.00am will be the employees ordinary shift for the following day and will attract the normal shift premium.

- (iii) Early Arrival (Weekdays)

Where a ship unexpectedly arrives early, shiploading will not be commenced until the originally scheduled commencement time unless suitable labour can be obtained at an earlier time.

- (iv) Late Arrival (Weekdays)

Where a ship arrives late and as a consequence the commencement of shiploading is delayed, the employees rostered on the 7.00am shift to 7.00pm Shiploading Shift will cease work and go home at 3.00pm. Similarly employees on the 7.00pm to 7.00am Shiploading Shift will work from 7.00pm to 11.00pm only. They will be paid eight (8) hours ordinary pay and shift premium.

- (v) Early Completion (Weekdays)

Where Shiploading is completed early on the night shift during week days (ie; between 11.00pm Sunday and 11.00pm Friday) the employees on Shiploading may go home at the completion of loading and be paid until 7.00am.

(vi) Late Completion (Weekdays)

Where Shiploading proceeds beyond a rostered Shiploading Shift during a week day (ie; between 11.00pm Sunday and 11.00pm Friday) the off going crew will work on to complete the loading for up to two hours or until relieved.

(vii) Early Arrivals (Weekends)

Where a ship unexpectedly arrives early between 11.00pm Friday and 11.00pm Sunday, Shiploading will not be commenced until the originally scheduled loading time unless suitable labour can be obtained at an earlier time.

(viii) Late Arrival (Weekends)

Where a ship arrives late between 11.00pm Friday and 11.00pm Sunday and as a result shiploading is delayed, the rostered shiploading crew will be permitted to work at least eight (8) hours from the originally rostered starting time.

(ix) Early Completion (Weekends)

Where Shiploading is completed between 11.00pm Friday and 11.00pm Sunday, part way through a rostered twelve hour period of overtime, work will be made available to employees on duty to enable them to work a minimum of eight (8) hours. If loading continues in excess of 8 hours but less than 12 hours, work will be made available to complete the 12 hour shift.

Employees choosing to go home at the completion of a shiploading will only be paid for time worked and the company will provide transport at this time if all employees wish to leave early. Where any employees elect to work on, the transport will be supplied at the completion of the extended overtime period (ie. at end of 8 or 12 hour period as mentioned above).

(x) Late Completion (Weekends)

Where Shiploading proceeds unexpectedly beyond a rostered twelve hour period employees will work on to complete the shiploading for up to an extra two hours if necessary. Every effort will be made by the Company to define completion time of loading, taking into consideration such anomalies as weather or other unscheduled delays which may occur.

- (xi) The ordinary shifts forming part of the Shiploading Roster will attract the Shift premiums as follows;

an employee who works an afternoon or night shift which does not continue for at least five afternoons or nights in a five day workshop shall be paid for each shift 50% for the first two hours thereof and 100% for the remaining hours thereof in addition to the ordinary rate.

- (xii) Back to Back Ships - Delay to first ship

In the case where the Company is loading ships back to back (ie. where there is no break in the shiploading team roster between vessels) and there is a delay in the completion of loading the first vessel, the shiploading team rostered to work on the next scheduled shift shall work towards completing the loading. Shiploading manning will continue as per the roster.

- (xiii) Shiploading Holidays

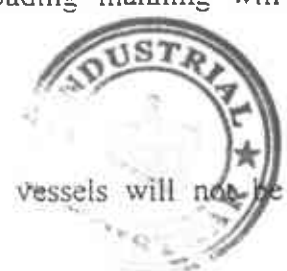
Unless warranted by exceptional circumstances vessels will not be loaded during the following days and times:

New Years Eve - 31 December from midday to midnight
New Years Day - 1 January for 24 hours expiring at 11.00 pm on that day
Good Friday - as declared for 24 hours expiring at 11.00pm on that day
Anzac Day - 25 April for 24 hours expiring at 11.00 pm on that day
Christmas Eve - 24 December midday to midnight
Christmas Day - 25 December for 24 hours exp. at 11.00pm on that day

- (k) Burner Rosters

Normally burner operations will be carried out from 11.00pm Sundays with twelve (12) hour shifts operating from 7.00am Mondays through to 7.00pm on Fridays (7.00pm on Thursdays during No Day weeks).

Where the burner ceases to operate before the planned completion time, employees working the 7.00pm to 7.00am shift will continue to work twelve hour shifts during those hours with suitable work being made available.



26. JOB SECURITY

There will be no forced redundancy through the process of Restructuring as a result of the implementation of the Structural Efficiency Principles.

27. LONG SERVICE LEAVE

All weekly paid employees covered by this Agreement shall be entitled to Long Service Leave in accordance with the provisions of the NSW Long Service Leave Act (1955).

28. MANNING LEVELS

These are based on a 'one shift' production operation.

(a) Maintenance Crew

(i) Normal operations will consist of :

3 Fitters
4 Boilermakers
2 Plant Mechanics
2 Electricians
4 Maintenance Non Trades
15

One Boilermaker will work permanent dayshift and the balance will be shiftworkers. Employees may move between Maintenance non-trades and production crew positions and vice versa, provided the skills required are possessed.

(ii) Minimum Manning

The minimum manning is 3 trades persons and 1 Storeman on each shift. During production this will be increased by 1 knife grinder.

(b) Shiploading Manning

(i) A shiploading crew shall consist of five employees covering the following functions;

Shiploading Operator
Chip Tester
Dozer Drivers (2)
Tradesperson



- (c) Variations to Minimum Manning may be made if approved by the ECC.

29. PAYMENT OF WAGES

- (a) All wages shall be paid weekly except where agreement is reached through the consultative process established under Clause 18 of this Agreement when wages may be paid weekly, fortnightly or monthly.

- (b) Wages shall be paid by electronic funds transfer.

- (c) Time of Payment

The accepted pay day which is Wednesday shall not be altered except by agreement reached through the consultative process established under sub-clause 18 of this Agreement.

- (d) Details of Pay

On or prior to pay day, the Company shall state to each employee in writing the following information;

- (i) Date of payment.
- (ii) Period covered by such payment.
- (iii) The amount of wages paid for work at ordinary rates.
- (iv) The number of hours paid at overtime rates and the amount paid.
- (v) The nature and amount of all allowances paid.
- (vi) The nature and amount of all deductions
- (vii) Any annual leave, public holidays or sick leave payments.
- (viii) The gross and net amount of moneys paid.
- (ix) Details of Superannuation contributions
- (x) Any other details as prescribed by relevant statutes.



(e) Payment of Wages Upon Termination

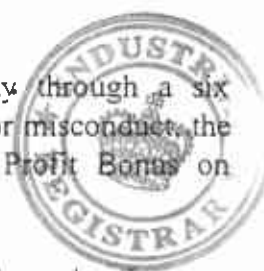
Upon termination of the employment after the prescribed period of notice of termination has been given by either the Company or the employee or where the period of notice is dispensed with in accordance with the provisions of Clause 19 of this Agreement, all moneys which are legally due shall be paid to the employee at the ceasing time on the day of the termination of the employment.

Should the employment be otherwise terminated the Company may retain any moneys legally due to the employee no later than the expiration of the pay period.

30. PROFIT BONUS

Where the Company makes a pre-tax profit in the preceding financial Year (1st January - 31st December for HDA) it will pay a Profit Bonus to its wages employees twice in the ensuing year, on the following conditions:

- (a) The Profit Bonus will be equal to 4.0% of each employee's normal weekly rate (excluding penalties and shift allowance) multiplied by 26.
- (b) The amount paid to individual employees will be discounted on a pro-rata basis where the employees has not completed six months continuous service prior to the payment.
- (c) Employees granted extended leave without pay (ie; more than one week during a period) will have their Profit Bonus payment discounted by the period of leave taken.
- (d) Where an employee leaves the Company part way through a six month's period, due to reasons other than dismissal for misconduct, the employee will be entitled to pro-rata payment of Profit Bonus on termination, for the period of service completed.
- (e) The two annual Profit Bonus payments will be paid on the first pay period to fall on or after 1st April and 1st October each year.
- (f) Profit Bonus will be taxed as a separate amount to the wages payment due on the pay day that the Profit Bonus is paid.



31. REDUNDANCY

- (a) The provisions of this Clause shall apply to all employees in regard to continuous service with Harris-Daishowa (Aust.) Pty Ltd in circumstances where the employee is terminated by reason of:
- (i) A general downturn in activities brought about by a decline in demand for the Company's products,
or
 - (ii) Restructuring of the Industry, re-organisation of systems or staff levels,
or
 - (iii) Mechanisation or technological changes,
or
 - (iv) Government Policy towards the industry.



Provided further that no retrenchment payment shall apply to an employee terminated for reasons other than those specified in sub-clause (a) (i), (ii), (iii) or (iv) of this clause.

- (b) In the case of forced redundancy volunteers will be sought before issuing notices of retrenchment.
- (c) The Company will agree to give at least one month's notice of retrenchment to all affected employees.
- (d) In determining redundancy the general principle of 'last on first off' will be followed, and any variation from the 'last on first off' principle will be discussed and agreed with the E.C.C., eg:
 - (i) Where the need for special skills may override years of service.
 - (ii) Where the individual circumstances relating to age or personal responsibilities require sympathetic consideration.
- (e) Voluntary retrenchments may be permitted under this plan, provided that for the purposes of calculating payment, sub-clauses (p), (q) and (r) herein for such volunteers will apply. The job position vacated by a voluntary retrenchment will be filled by the next available and suitable employee under notice of retrenchment for whom such notice will accordingly be withdrawn.

- (f) Where the number of employees volunteering for retrenchment exceeds the number of people to be retrenched, the Company will only retrench the number of employees that are not required. Where agreement cannot be reached between employees on who is to be retrenched, under a voluntary arrangement, the employees with most service will be put off first.
- (g) In the event of attrition occurring or any other circumstances arising which enables the Company to withdraw a notice of retrenchment, the next available and suitable employee under notice of retrenchment shall have his/her notice withdrawn.
- (h) An employee who has been given notice of retrenchment may elect to resign prior to the effective date of the employee's retrenchment notice. In such cases, any payments arising under this plan will be calculated to the date the resignation takes effect, and the effective date of retrenchment for that employee shall be disregarded.

Where the Company requests such employees to withdraw their resignation and remain with the Company until the date of their retrenchment, further compensation by way of a retention allowance will be negotiated with that employee or with the Union on their behalf.

- (i) The Company shall not, within a period of eight weeks prior to any termination wholly or substantially, on account of redundancy, transfer an employee from one class of work to another or from one part of the business to another, where such transfers may affect the liability of the employee to such termination.
- (j) Where the Company, wholly or substantially, on account of redundancy offers an employee employment in a significantly different capacity or character, or at a lower rate of pay and the employee declines such offer, then the termination of employment shall be deemed to have been made by the Company, and the employee shall be entitled to the benefit of this plan.
- (k) Employees offered alternative work within the Mill and who accept such work shall retain their rate of pay until it is equalled or exceeded by the rate applicable to their new job.
- (l) 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. To this end the Company shall consult the Commonwealth Employment Service and any similar agency; it will make use of the contacts it has with other employers.

- (m) During a period of notice given to a redundant employee the Company will permit the employee reasonable leave of absence, without loss of pay, to seek alternative employment, provided the employee supplies satisfactory evidence that such leave is being genuinely used to seek new employment.
- (n) The Company shall give to the employee, not later than the time of termination a certificate of service in writing indicating the period of the employees employment and the reason for termination.
- (o) Entitlement to Long Service Leave or payment in lieu thereof on retrenchment shall be determined in accordance with the Long Service Leave Act of this NSW.
- (p) Payments - persons terminated under this Clause shall be entitled to receive the following special payments in addition to normal Special Leave, Annual Leave, Long Service Leave and Sick Leave Payout entitlements as prescribed by the relevant Awards, Acts, and other sections of this Agreement. Such persons shall also be entitled to their full share of the Harris-Daishowa Group Superannuation Fund as determined in line with the provisions of the Trust Deed.

The relevant redundancy payment due to employees will in no way be reduced by Company Contributions to the Superannuation Fund.

Retrenchment payments at current salary level will be paid to each employee as follows:

- (i) Four (4) weeks pay, plus
- (ii) Three (3) weeks pay for each completed year of service in the case of Voluntary Redundancy.
- (iii) Four (4) weeks per year of service in the case of forced redundancy only.

The payments prescribed in (p) (i), (ii) and (iii) shall not exceed a combined total of 78 weeks pay.

- (q) In the case of voluntary redundancy only, employees over the age of forty (40) years, in addition to the payments prescribed by sub-clause (p) shall be entitled to one week's pay for each year of service completed after they have attained the age of forty.
- (r) Notwithstanding the provisions for payment set out in (p) and (q) above, an employee shall not be entitled under this severance pay provision to payments in excess of those he/she would have received in ordinary pay had he/she remained with the Company until normal retirement date.

- (s) Where an employee takes up employment away from the Eden area which requires the employee and his/her family to relocate within six (6) months of being retrenched, the Company will reimburse removalist expenses to a maximum of \$1,500 subject to the following conditions:-
 - (i) Reimbursement by the Company will not be made where the employee is entitled to assistance under the Relocation Assistance Scheme administered by the Commonwealth Employment Service.
 - (ii) To qualify for reimbursement from the Company affected employees must provide the Company with accounts and/or receipts relating to all removalist expenses incurred.

32. SHIPLOADING LEAVE

When employees are engaged on shiploading activities during a designated Christmas Shutdown Period they will be entitled to one days leave for each 8 hours or more worked on a Public Holiday, Saturday or Sunday falling during this period.

For administration purposes this leave entitlement will be added to each persons current Special Leave entitlement as prescribed in Clause 35 Special Leave of this Agreement.

The leave entitlement prescribed by this Clause must be taken in the calendar year occurring immediately following the Christmas shutdown. Where the leave is not taken the entitlement will lapse after an employee has been advised that such action may be taken.

33. SHUTDOWNS

The Company may close down the Mill, or a section of the Mill, and allow employees to take leave in the following circumstances:

- (a) By giving at least one month's notice of the period the mill will be closed. The Company will endeavour to give employees three months notice of the intended shutdown, but reserves the right to alter the shutdown dates up to one month prior to the commencement of any shutdown. The rationale for changing any notified shutdown period will be discussed by the E.C.C.
- (b) If an employee has insufficient paid leave available to cover the period of a shutdown, such employee shall be granted leave without pay for any period for which such employee has no paid leave entitlement.

- (c) Other provisions applying to shutdowns are as per the 'close down' provisions of the Annual Holidays Act, 1944

34. SICK LEAVE

(a) Amount of Leave

Except as otherwise prescribed in this clause an employee on weekly hiring after one months service with the Company, who is absent from work on account of personal illness, or on account of injury by accident shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (i) An employee shall not be entitled to paid leave of absence for any period in respect of which there is an entitlement to workers compensation.
- (ii) An employee, or a person on behalf of the employee, shall prior to the conclusion of the ordinary hours of work inform the Company of the inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) An employee shall prove to the satisfaction of the Company or provide proof as agreed through the consultative process established under Clause 18 of this Agreement, that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the Company may require an employee to make a statutory declaration verifying the cause of the absence, or supply a medical certificate covering the period of absence.
- (iv) An employee shall be entitled to 40 hours sick leave during the first sick leave year, and to 64 hours sick leave from the commencement of each subsequent sick leave year.
- (v) An employee shall not be entitled to paid leave in excess of ten hours during the first three months of employment with the Company and a further ten hours during the second three months of such employment. Provided that should employment continue beyond six months the employee shall be paid for the leave for which the employee would otherwise have been entitled to be paid except for the limitations prescribed by this paragraph and for which payment has not previously been made.

- (vi) Subject to the provisions of sub-clause (b) hereof, untaken sick leave shall accumulate from year to year and it shall be available to an employee in any subsequent year of employment.

(b) Payment of Untaken Sick Leave

Employees may nominate to accrue sick leave, and receive payment for untaken sick leave, in terms of the following;

- (i) An employee will have the option on a once only basis, to nominate to accrue sick leave entitlement to a maximum of 494 hours.

Where such an employee has more than 494 hours of accumulated untaken sick leave at their anniversary date of the commencement of employment with the Company each year, the Company shall pay such employee for any accumulated untaken sick leave exceeding 494 hours, up to a maximum payment as for 64 hours. Such payment shall be made at the ordinary rate of pay applicable to the employee at that time,

or

- (ii) An employee will have the option on a once only basis to nominate to accrue sick leave entitlements to a maximum of 104 hours.

Where such an employee has more than 104 hours of accumulated untaken sick leave at their anniversary date of the commencement of their employment with the Company each year, the Company shall pay such employee for any accumulated untaken sick leave exceeding 104 hours, up to a maximum payment of 64 hours. Such payment shall be made at the ordinary rate of pay applicable to the employee at that time.

Employees have the opportunity to nominate the method of sick leave accrual they wish to be party to on a once only basis, however, only in cases of extreme personal hardship, the General Manager may approve a variation in method of sick leave accrual.

(iii) Payment of Untaken Sick Leave on Termination

Where an employee ceases employment with the Company, such employee shall be paid a cash bonus representing the value of sick leave not expended.

(c) Sickness on a No Day

When an employee is sick or injured on a rostered "No Day" the employee shall not be entitled to paid sick leave for that day, nor will the employee's sick leave entitlements be reduced as a result of sickness or injury on that day.

35. SPECIAL LEAVE

On December 31st each year, each employee will become entitled to Special Leave entitlements based on continuous service with the Company. These entitlements will be determined and administered as follows:

(a) Amount of Special Leave

- (i) Each employee will receive 2/3 of an hour Special Leave for each completed month of service.
- (ii) Where the entitlement prescribed by (i) is 40 but less than 80 hours, an additional 8 hours Special Leave will be granted.
- (iii) Where the entitlement prescribed by (i) is 80 hours an additional 16 hours Special Leave will be granted.
- (iv) The maximum Special Leave entitlements will be 96 hours.
- (v) Continuity of service for the purposes of qualifying for Special Leave shall be granted where an employee ceases employment and is re-engaged within 14 days and subsequently serves a further three continuous years with the Company.

(b) Taking of Special Leave

- (i) Special Leave may either be taken as time off or as a cash payment.
- (ii) Where an employee elects to take Special Leave as time off the employee will be paid cash for any part day entitlements (eg. if an employee has 28 hours Special Leave due the employee will take 3 days off and be paid cash for the remaining 4 untaken hours).



- (iii) Where an employee elects to take Special Leave as time off the leave must be taken within 12 months of it falling due, in no more than one period where the leave entitlement is 40 hours or less, two period, where the leave entitlement is 80 hours or less but more than 40 hours, and three periods where the entitlement is more than 80 hours.
- (iv) Payment for Special Leave taken as time off will be at the normal 38 hour rate, exclusive of penalties and allowances, applying at the time of taking the time off.
- (v) Where a Special Leave entitlement remains untaken as time off twelve months after it has fallen due the employee will be paid cash for the untaken leave at the ordinary rate of pay which is applicable at the time of payout.
- (vi) There is no loading payable on Special Leave pay.
- (vii) Employees may not elect to take part of their Special Leave entitlement as time off and part as a cash payment except in the circumstances stipulated in (b) (ii).
- (viii) Where an employee elects to take Special Leave entitlements as a cash payment the payment will be made at the normal 38 hour rate of pay applying at the time the entitlement falls due. Where possible the actual payment of Special Leave entitlement for those electing to take cash payment will be made on the first pay day falling on or after December 8 each year.
- (ix) Special Leave may only be taken by prior arrangement. Special Leave will not be granted after the time has actually been taken off.



(c) Pro-rata Payment on Termination

- (i) Where an employee terminates part way through a year the employee will be entitled to a pro-rata leave payment on termination.
- (ii) The pro-rata entitlement referred to in (i) will be 1/12 of what the employee would have received at the end of the year, for each completed month's service falling due since December 31, the previous year.
- (iii) The payment for the pro-rata entitlement defined in (ii) will be at the normal 38 hour rate of pay applying at the time of termination.

(d) Taxation of Special Leave

- (i) Where Special Leave is taken as time off, payment for the time off will be taxed in the same way Annual Leave is taxed.
- (ii) Special leave taken as a cash payment will be taxed so that the effect is spread over the full years pay. (The tax is taken out at time of payment).

36. SUPERANNUATION

- (a) (i) All new permanent weekly paid employees of the Company on weekly hire will be eligible for Category 'A' membership of the Harris-Daishowa Superannuation Fund. Contributions to Category 'A' will be at the minimum rate prescribed by Superannuation Guarantee Legislation.
- (ii) After a twelve month qualifying period employees on weekly hire will be entitled to join Category '1' of the Harris-Daishowa Superannuation Fund, as defined by the Trust Deed.
- (iii) After attaining Category 1 membership contributions to Category 'A' will revert to 3%.

(b) Casuals

Casual employees who meet the relevant eligibility criteria under the legislation will be eligible for Category 'A' membership of the Harris-Daishowa Superannuation Fund with contributions to be made at the minimum rate prescribed by Superannuation Guarantee Legislation.

(c) Savings Clause

Employees rights, responsibilities and entitlements shall be as per prescriptions of the relevant Trust Deeds and/or legislation, as amended from time to time.

37. TRAINING PROVISIONS

(a) Payment of Expenses Incurred Whilst Training

The Company will meet all reasonable expenses incurred by employees required to travel to externally run approved training courses. Approval for attendance at external training courses will be through the Training Committee.

(b) Grievances Related to Training Issues

Any dispute or grievance arising from Training related issues will be referred to the Training Committee. If the matter cannot be resolved it should be referred to the General Manager, however affected employees may opt to utilise the established grievance procedure.

(c) Access to Training

Access to training will be restricted to training within an employees Career Path, except in the case of other training exercises which would be related to an employee's future career development, which would be approved by the Training Committee. Access to Career Path training will only be limited due to training resources, time and the Company's need to utilise the skills to be acquired through such training.

(d) Priority of Employees to Undertake Training

Priority of individual employees to undertake training will be determined by the Training Committee, and will be based on guidelines agreed to by that Committee.

(e) Appointment of Trainers

Where the Company (through the Training Committee) has appointed a wages employee to the role of Trainer an additional amount which will be half the difference between grades N7 and N8 shall be paid to such employee as a weekly allowance.

(f) Attendance at External Training

- (i) Employees who attend externally run approved training courses will be paid for eight hours at ordinary time rates where the course is held during their normal working hours.
- (ii) An employee rostered on afternoon shift who attends a course during the day or an employee rostered on day shift who attends a course during the evening, will not be paid for the time spent outside ordinary hours unless the training is at the specific request of the Company.
- (iii) If attendance at a course necessitates an employee leaving work part way through their rostered shift the employee will be allowed suitable time off to travel to the location of the course. In this circumstance the affected employee will be paid an allowance as follows;

Where an employee is required to use their private vehicle to travel to an approved Training Course outside Eden, the



employee shall be entitled to claim reimbursement for the use of such vehicle at the following rates:

First 100km of approved use at travelling allowance rate (clause 39)

all kilometres thereafter 30c per kilometre

For training courses held in Eden, normal Travelling Allowance provisions will apply where use of a private vehicle is necessary.

Where up to four employees are attending such a course at the same time, only one allowance will be paid to the owner of the vehicle. An allowance will be paid to the driver of any other vehicle provided that the optimum use is made of each vehicle, ie. that every vehicle carries four employees except one vehicle which may carry any remaining employees to the course venue.

- (iv) The Company shall meet the costs of all compulsory fees for training for the first attempt at any training course only. Should an employee fail to satisfactorily complete a course any repeat of the course will be paid for by the employee.
- (v) (1) Where it is necessary for an employee to travel to a Training Course on a Sunday or a Holiday, time spent travelling shall be paid for at the rate of time and one half.
- (2) For time spent travelling on any other day, time spent travelling to approved training courses shall be paid for at ordinary rates.



38. TRANSPORT OF EMPLOYEES

The Company shall provide bus transport for all wages employees from Eden township to the mill site for all normal shifts.

Employees required to attend work when no bus service is provided may either:

- (a) catch a taxi to work, which would be paid for by the Company.
- or
- (b) use a private vehicle to travel to the mill, and receive Travelling Allowance in terms of Clause 41 of this Agreement, provided that approval for either catching a taxi or driving to work in private vehicle(s) must be by the Company

or

- (c) travel to work by means (other than private vehicle or taxi) provided by the Company.

39. TRAVELLING ALLOWANCE

- (a) Where an employee agrees to use his or her own vehicle in lieu of using Company provided transport, when going to and from work at time other than normal work time, the employee will receive a travelling allowance for each return trip equal to 75 km at the higher of the travelling allowance rates included in either the Timber Industry Award, Electricians (State) Award or Metal Industry Award.
- (b) If the Company is not able to supply suitable transport to shiploading employees within one hour of the early completion of loading between 11.00pm and 7.00am Monday to Friday (normal working days) two members of the shiploading crew will be entitled to receive a travelling allowance as prescribed in sub-clause (a) of this clause.
- (c) Where an employee is required to work overtime on any shift and on the completion of such overtime company transport is not available to return the employee home, the employee will notify the Gatehouse Attendant who shall order a taxi for the employee to return home and the cost shall be borne by the Company.

40. WORKPLACE CULTURE CHANGE

A Committee of employee and Company representatives will be formed to develop and implement the values, goals and principles for employees working together in teams. This will involve teams and team members having a say in the decisions that affect them and assuming greater levels of accountability and responsibility in their place of work. This will facilitate the creation of a work culture in which everyone will contribute to achieving the Company goals by a process of continuous improvement.

Continuous improvement will be used as a measure of performance for all facets of the Company's operation.

Consequently this process will provide employees with access to rewarding and satisfying jobs and will result in continuously improving operations.

41. MONITORING AND RENEWAL OF AGREEMENT

The parties, through the Enterprise Consultative Committee, shall continuously monitor the application of the Agreement to ensure the effective implementation of the commitments and improvements agreed to in the Enterprise Bargaining process.



Representatives of the Employees and Management will meet at a time not less than six (6) months prior to the expiry of this Agreement to review the terms and conditions of the Agreement. This arrangement will preclude any retrospective payment of wage increases negotiated in the next Agreement.

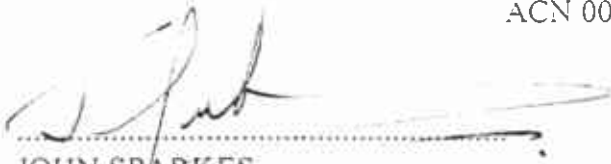


42. ENDORSEMENT OF AGREEMENT

The signatories below accept the terms of Agreement on behalf of their organisations and the employees they represent and endorse its terms, and in doing so declare that the Enterprise Agreement was not entered into under duress by any party to it.

Signed on the 27TH day of MAY 1997.

For and on behalf of HARRIS-DAISHOWA (AUSTRALIA) PTY LTD:
ACN 000 604 795



JOHN SPARKES
GENERAL MANAGER



Signed on the 21ST day of MAY 1997.

For and on behalf of the
ELECTRICAL TRADES UNION NSW BRANCH



STATE SECRETARY

21.5.97