

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/205

TITLE: Enterprise Agreement between Firearms Training Australia Pty Ltd (ABN 60 082 978 514) and Employees - Head Office

I.R.C. NO: IRC3/3762

DATE APPROVED/COMMENCEMENT: 5 August 2003

TERM: 23 months

**NEW AGREEMENT OR
VARIATION:** New

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are employed by Firearms Training Systems Australia Pty Ltd at Head Office in Lavington NSW who fall within the coverage of the NSW Clerical and Administrative Employees (State) Award and the Business Equipment Industry - Technical Service - Award 1999

PARTIES: Firearms Training Systems Aust Pty Ltd -&- Sally Back, Graeme Barber, Anthony Bray, Peter Cardamone, Maxwell Clarke, Michelle Cofield, Greg Cosgrove, Anthony Edmonds, Liam Farrell, Chris Jordan, Phillip Lambert, Lachlan Mackinnon, Alick Makeham, Mario Mangion, Karen Mitchelmore, Vanessa Mudge, Allen Priest, Matthew Stanyer, Shane Ziebell

**ENTERPRISE AGREEMENT BETWEEN FIREARMS TRAINING
SYSTEMS AUSTRALIA PTY LTD (ABN 60 082 978 514)
AND EMPLOYEES - HEAD OFFICE**

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1. Introduction

1.1 Parties Bound

This Agreement will apply in respect to all current and future employees who are employed by Firearms Training Systems Australia Pty Ltd based at Head Office in Lavington NSW.

The terms and conditions of this Enterprise Agreement shall be a condition of employment. The employer shall ensure that prior to commencement with the company, any prospective employees shall be provided with this Agreement in full and the fact that this Agreement is a Common Law Agreement binding on the employee as a condition of employment.

1.2 Intention of Agreement

The intention of this Agreement is to establish and foster a flexible, consultative and productive workplace, where all participants honour their obligations for mutual benefit. It is also the intention of this agreement to assist the parties to better balance their work and family responsibilities.

The parties acknowledge the value of a consultative environment in determining effective company policies and procedures, avoiding or resolving disputes and in developing and maintaining a safe and productive workplace.

1.3 Period of operation

For new employees the Agreement is intended to take effect from the beginning of employment. For existing employees, this Agreement will take effect from the date of approval by the Industrial Relations Commission.

The Agreement shall remain in force until 30th June 2005 unless otherwise terminated, varied or extended beforehand by mutual agreement of the parties. The Agreement shall continue in force beyond its expiry date until it is terminated.

1.4 Definitions of classification of employment

Continuing Employment

A contract of employment with an expectation of continuing employment. Continuing employees may be employed on a full-time or part-time basis. If employment is to be continuing then all clauses in this Agreement may be applied.

Part-time Employment

A 'part-time employee' shall mean an employee who is engaged as such, whose spread of ordinary hours shall be within the same specified working hours as those worked by full-time employees. Part-time employees shall work not less than 12 hours per week. The ordinary hours shall not exceed 8 hours per day. If employment is to be of a part-time nature, then some clauses in this agreement may vary, and these clauses have been noted in the text of this document. Set days will be agreed upon at the time of engagement.

Casual Employment

Employment which is engaged in irregularly or employment in which each engagement to work is subject to acceptance by the employee. Casual employment is remunerated at a specific hourly rate with a percentage loading over the rate paid to continuing employees. Casual employees are not entitled to any additional benefits beyond their loading such as annual leave, sick leave, severance or redundancy pay, irrespective of the number or period of engagements.

2. Responsibilities

2.1 Duty & Responsibility

Both parties agree that the business has special needs relating to its size and that there is a need for the parties to be reasonable and flexible in their conduct. In order to further the development, reputation and business of the company, the employee is required to diligently and faithfully observe all lawful directions in accordance with the position description and such other duties as may be reasonably required.

The employer undertakes to provide a safe, clean and hygienic workplace and the necessary equipment for the work required of the employee.

While on the company's premises and/or representing the company, the employee is required to abide by all company policies and procedures.

2.2 Confidential Information

The employee shall not divulge or make use of, for any purpose other than the business of the company, any trade secrets, customer lists or confidential information which the employee may acquire during the course of or incidental to the employee's employment by the company. This obligation shall apply for the duration of the employee's employment with the company and after the termination of the employee's employment.

No personal, medical or financial details of the employee that the employer may gather as part of, or the result of, this employment will be divulged by the employer without the permission of the employee, except where a legal obligation exists.

2.3 Intellectual Property

Any new idea, invention, improvement or work that could be made subject to copyright, that the employee creates, develops or helps to develop will be deemed to have arisen in the course of employment and belongs to Firearms Training Systems Australia Pty Ltd. if it relates to the business [or similar] of Firearms Training Systems Australia Pty Ltd, or to the parent company, FATS Inc.

2.4 Security

The employer agrees to take all reasonable steps and precautions to provide a safe and secure workplace for the employee and for any property of the employee that may legally and reasonably be brought on to the employer's property.

The employee undertakes not to remove from the employment premises any articles or material that the employee should not reasonably have in their possession other than while in the workplace.

Any materials or documents removed from the workplace by the employee for the purposes of continuing their work should be made known to the employer for reasons of administration and security, and to avoid any misunderstandings as to the reason for their removal.

2.5 External Employment

An employee who carries on secondary employment shall advise Firearms Training Systems Australia Pty Ltd by way of written notification prior to commencement of external employment being undertaken while an employee of the company.

2.6 Occupational Health & Safety

The employer agrees to abide by the terms of relevant Occupational Health & Safety legislation and any relevant industry Codes of Practice.

The employee agrees to abide by directions, policies and decisions made to promote and maintain a workplace consistent with the aims of relevant Occupational Health and Safety legislation and any requirements specific to this industry and workplace not covered in the legislation. The employee shall wear appropriate safety clothing when required and use appropriate safety equipment as required at all times.

The employer requires the employee to be unaffected by alcohol or prohibited substances during working hours for their own safety and that of others.

Should the employee be temporarily under medication or in any condition that may affect or impair their ability to carry out normal job tasks, they are to advise the employer and alternative work arrangements will be made where possible.

3. Wages & Conditions

3.1 Hours of Work

3.1.1 Ordinary Hours of Work

The ordinary hours of work shall be 38 hours per week. The ordinary hours shall be worked on 19 days over a 4-week cycle, and shall be worked between the hours of 8.00am and 16.45pm, Monday to Friday. Variation to normal start/finish times shall only be allowed by mutual agreement between the parties of this Agreement.

The Company will operate a system of rostered days off in the workplace, which is to be taken as per the clause 4.6 in this agreement at the ordinary rate of pay.

3.1.2 Meal Breaks

Employees whose ordinary working hours fall between 8.00am and 4.45pm shall be allowed a meal break of forty-five minutes from 12.30pm to 1.15pm. The employer grants two additional breaks per day for the employees and will be taken as follows:

A 10 minute break may be taken at 10.00am of each working day; and

A 10-minute break may be taken at 3.00pm on each working day.

An employee shall not be required to work more than 5 hours without a break from their duties for not less than 30 minutes, and no more than 45 minutes.

3.2 Overtime

3.2.1 Salary Employees

Employees on a salary who work in excess of their ordinary hours for the week at the company's request shall be entitled to time off in lieu based on the following conditions:

Must have prior approval by the relevant manager;

The approval must be documented by the manager either prior to, or within 48 hours of the approval being granted.

Excess hours worked, which are not previously approved and documented, shall not be granted leave in lieu.

Leave is to be taken at a time mutually agreed between both parties.

3.2.2 Wages Employees

Employees who are paid a wage and work hours in excess of a standard week ["overtime"] will be paid overtime. Overtime will be paid as follows:

Monday to Friday shall be paid at time and one half for the first 2 hours; and double time thereafter.

Saturday work shall be paid for a minimum of 4 hours, and will be paid at time and one half for the first 2 hours, and double time thereafter.

Sunday work shall be paid for a minimum of 4 hours, and will be paid at double time for the total hours worked.

Work on Public Holidays shall be paid for a minimum of 4 hours, and will be paid at the rate of double time & one half for all hours worked on that day.

Overtime must be pre-approved by the relevant manager prior to working additional hours. Overtime not previously approved and documented shall not be paid.

3.2.3 No 10-hour break

Where overtime work is necessary, it shall be arranged that the employees has at least 10 consecutive hours off duty between the work of successive days. On the instruction of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty; the employee shall be paid at double rates until they are released from duty for such a period.

3.2.4 Travel time

Employees on a wage who are required to travel for company business will be paid at the employee's ordinary rate of pay. Salaried employees shall not be paid travel time.

3.3 Time in lieu

Where it is agreed between both parties, an employee may take time off in lieu. Hours shall be taken at the ordinary-time rate, that is, one hour for each hour worked.

3.4 Payment of Wages

Wages shall be paid on a fortnightly basis for all employees other than Management. Management will be paid on a monthly basis. Wages shall be paid via electronic funds transfer.

In the case of termination of employment, an employee shall be paid all monies due to the employee. Such monies shall be paid via electronic funds transfer, and shall be paid into the employee's bank account on the day following their last working day.

Payslips will be available for employees no later than the normal day of payment and will include the following information: name of employee, date in which the payment was made, period to which the pay relates, ordinary hourly rate & hours paid, overtime rates & hours paid, hours leave paid, any relevant salary sacrifice arrangements, gross payment, tax withheld, net payment, amount of superannuation contributed, balance of accrued leave hours and year to date figures paid for each category.

3.5 Public Holidays

All gazetted public holidays for NSW will apply to this agreement. They include New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, One additional holiday to be observed (Melbourne Cup Day) and any other day gazetted as a state public holiday shall be observed.

If an employee is required to work a public holiday, the employee will be paid at double time and one half for the hours worked on that day. Only at management's discretion will leave in lieu be granted which will be paid at ordinary time, one hour for each hour worked.

Where an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for the holiday.

3.6 Remuneration

Employees will be paid the rate agreed upon between both parties, and signed as agreed in the 'Terms and Conditions of Employment' at the time of commencement with the company.

Should the pay rates in the NSW State Clerical Award be amended at anytime throughout the life of this Agreement, all employee pay rates shall be reviewed. Those employees who are being paid below the new award rate shall be increased to the new award rate. Those employees with current rates above the new award rate shall remain on the same rate of pay. Those employees who are entitled to an increase shall receive a letter from the company, stating the employee's new rate and the date effective thereof. Any back pay the employee is entitled to, will be paid within one week of the new rates being published.

The minimum rates of pay shall apply:

Classification

Minimum Salary

Administration - Level 1	\$31,000
Administration - Level 2	\$34,000
Administration - Level 3	\$38,000
Administration - Level 4	\$42,000
Administration - Level 5	\$50,000
Technical - Level 1	\$34,000
Technical - Level 2	\$37,000
Technical - Level 3	\$39,000
Technical - Level 4	\$42,000

3.7 Salary reviews

Management will meet formally in April of each year with each member of their staff to review the past year's performance. At this time, a salary increase will either be denied or recommended. The decision will be made in accordance with both the company's financial performance for the year, and the individual employee's past performance. At no time will any employee's wage or salary fall below the relevant State Award.

3.8 Probation

New employees are initially engaged on the basis of a three-month probationary period from the date of the commencement of employment. During the probationary period the employer or the employee has the right to terminate the employment for any reason without explanation and without any repercussions. The purpose of the probationary period is to enable the employee and the employer to ascertain their suitability and capability to work together.

At the successful completion of the three-month probationary period the employee will become eligible for continuing employment. The probation period will be included in the employee's total period of employment. The employer at its discretion may extend the probation period for a further 3 months. The total probation period will not exceed 6 months.

Employees who accept permanent positions with the company after completing at least three months on site employed by an Employment Agency may have their probation periods waived at management's discretion.

3.9 Stand Down

The company shall have the right to deduct or withhold payment for any day that the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work for which the company cannot reasonably be held responsible.

If the employee so requests, the company may elect to allow the employee to take time off in lieu, or annual or special leave rather than standing down the employee.

An employee may also be "stood down" if, in the opinion of the employer, their condition and/or behaviour represent a hazard to their own safety and/or that of others.

3.10 Travelling Entitlements

When an employee in the course of their duty is required to travel for company business, they shall be paid in accordance with the company's 'Travel Policy'.

Allowances will be paid in accordance with the current Australian Taxation Ruling. This ruling sets out the amounts, which the Commissioner of Taxation considers are reasonable for the relevant financial year of income in relation to claims made for work, related losses or outgoings incurred.

Travellers are entitled to the allowance if the period away from the normal place of employment exceeds 10 hours per day, or an overnight stay is required.

Travellers flying will not be entitled to the allowance during travel time, as the company pays for food/drinks to be provided during the flight in the airfare price. The allowance will commence from the time of arrival at destination. However the employee will still be entitled to the 'Incidentals' allowance (as specified in the Travel Policy) while flying.

Where an employee is required by the company to use their own motorcar, they shall be reimbursed in accordance with the current Australian Taxation Office rates.

All domestic and international travel is to be economy class. However, the employer reserves the right to approve business class if circumstances require. Approval for business class travel shall be at the discretion of the Managing Director only.

3.11 Uniforms

Where an employee is required by the company to wear a distinctive uniform, or where the nature of work performed by the employee requires the provision of protective clothing, the same shall be supplied by the employer, free of charge to the employee. The employee must abide by the company's 'Dress Policy'.

Employees will be required to wear their supplied uniform whilst on duty. Should an employee turn up for work not wearing their issued uniform without a reasonable explanation, the employee will be sent home to change. In this case, the employee will not be paid until they return to work in their uniform.

Such uniform or other clothing shall remain the property of the employer and shall be returned to the employer in the event of termination of the employment.

3.12 First-aid Allowance

Where an employee who has been trained to render first aid, and is the company's 'First-aid Officer', shall be paid an allowance in line with the Clerical and Administrative (State) Award.

4. Leave

4.1 Types of leave

All applications for leave are to be submitted on the company's 'Leave Application' form. Your manager decides whether to approve your leave application, guided by legal rights and obligations. This agreement covers the following types of leave:

Annual leave

Sick leave

Carer's leave

Bereavement leave

Rostered day's off

Jury service

Emergency services

Military leave

Leave without pay

Long service leave

Parental leave

Christmas closedown periods

4.2 Annual leave

Entitlement

Full-time employees are entitled to annual leave of 152 hours (4 weeks) for each year of service. Part-time employees are entitled to annual leave in proportion - i.e. the percentage their working week represents compared to the full-time week.

Annual leave will be accrued on a pro-rata basis, however no voluntary leave can be taken for the initial 4 months of service or until the probation period has been completed (if in excess of 4 months). Exceptions to this rule apply whereby compulsory annual leave is scheduled and must be taken. However, where the employee requests voluntary leave, enough leave (where possible) must be kept in reserve for upcoming/scheduled compulsory annual leave nominated by the company.

Employees request for annual leave to be paid-out

The company will provide employees with the option to have their annual leave paid out rather than taking the time off work. Should an employee elect to have their leave paid-out, the request must be in writing; only weekly blocks may be requested at any time; and you will be required to maintain a minimum of 76 hours (2 weeks) owing to them after the excess leave has been paid to the employee.

Employers request for annual leave to be paid-out

The company does prefer employees to take their annual leave entitlement as it accrues each year. To encourage employees to take their annual leave entitlement, the company has adopted an 'Annual leave pay-out policy'.

An employee's annual leave entitlement will remain at a minimum of 152 hours (or less if they choose) and a maximum of 304 hours. In March of each year, the company will pay-out hours in excess of 152 hours (Note: in the first year of this agreement, all leave in excess of the 152 hours shall be paid out even if in excess of the 304 hours). If employees do not wish to have their annual leave paid-out to them, then they are encouraged to take their annual leave entitlement of 152 hours within the year it accrues. The company will pay the leave loading entitlement on any annual leave paid-out to employees.

4.2.1 Annual Leave Loading

Leave loading is payable in addition to the pay for the period of annual leave taken by an employee. Leave loading will be calculated at 17½ percent (or as amended as per the Act) of the ordinary rate of pay in which the employee was employed immediately before commencing their annual holiday. No leave

loading is payable where; the employee voluntarily terminates their employment with the company; or where the employment of the employee is terminated by the employer for a cause such as misconduct.

4.3 Sick leave

Full-time employees are entitled to 76 hours (10 days) paid sick leave per year of employment. Part-time employees are entitled to sick leave in proportion - i.e. the percentage their working week represents compared to the full-time week.

Employees are required to notify their immediate supervisor as soon as possible when they are absent due to illness or injury and to indicate how long they expect to be absent.

Two single non-consecutive days per calendar year are acceptable without providing a certificate.

Absence from work on sick leave for two or more consecutive working days (including Friday and Monday) needs to be supported by a medical certificate to the satisfaction of the employer.

No payment will be made for unused sick leave.

4.4 Carer's leave

To help you to reconcile work and family responsibilities greater access to existing paid leave entitlements has been allowed. Carer's (or family) leave is an arrangement under which you are able to take leave to care for family members who are ill.

Paid carer's leave is a maximum of five days a year and may be taken in periods of less than one day. Days taken as Carer's leave will be deducted from the employee's sick leave accrual.

The employee shall produce a medical certificate, stating that the illness is such as to require care by another person.

The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) The employee being responsible for the care and support of the person concerned: and
- (2) The person concerned being:

A spouse or de facto spouse of the employee; or

A child, an adult child, or an adult including; a sibling of the employee or spouse or de facto spouse of the employee, an adopted child, a step child, a foster child, a grandchild, parent, grandparent; or

A relative of the employee who lives in the same household.

4.5 Bereavement leave

You will be granted up to three days leave on full pay in respect of the death of a member of your immediate family. If you need an additional day's travel, your manager can approve it.

Immediate family includes your husband, wife, de facto husband, de facto wife, father, mother, step-father, step-mother, brother, sister, child, step-child, grandparents or parents-in-law.

4.6 Rostered days off

The employer will provide employees with one rostered day off per month. Employees who work 40 hours per week will be paid for 38 hours and will accrue 2 hours for that week. Once you have accrued 8 hours, you will be entitled to one rostered day off.

The company will set 11 non-flexible RDO's per calendar year. The aim of this policy is to ensure the smooth operation of the RDO system within the company and that disruptions to the business are kept to a minimum.

Any additional accrual of RDO's may be taken at a time agreed between the employee and their manager. Accumulation of more than 3 RDO's is against company policy - resulting in employees in this situation being asked to take their leave. If employees do not take these additional RDO's as leave days, the company reserves the right to pay them out in the employees next pay.

4.7 Jury duty

An employee shall notify their employer as soon as possible of the date in which they are required to attend for jury service. The employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

The company will reimburse you an amount equal to the difference between, the amount paid in respect of your attendance for jury service and the amount of wages you would have received had you worked rather than attend jury service.

4.8 Emergency Services

If you are a member of Emergency Services you may be granted leave to respond to emergencies at the company's discretion.

Sixteen (16) hours per year will be paid for employees associated with community emergency organisations that are required to perform emergency duties requested during business hours. Leave will be approved at managements discretion and the company requires an 'Attendance certificate' to be signed by commanding officer in order to pay this entitlement. Emergency service leave may only be taken in four 4-hourly blocks or two full days and will be approved at managements discretion.

Any days exceeding the 16 hours paid days may be granted as leave without pay on the Managing Director's approval only. However if the employee so wishes, they may elect to use accrued leave entitlements, such as RDO's or annual leave to be applied for & approved in the normal manner.

4.9 Military

If you are a member of the Australian Defence Force Reserves you will be granted up to 15 working days leave per calendar year to attend reserves, camps and training. Your application needs to be supported by authorised documentation from the relevant military authority.

While on military leave you will be paid the difference between your ordinary pay and your total military pay. If your ordinary pay is higher than your military pay, the difference between the two will be paid to you upon your return to work.

Payment of any difference is subject to the production of a "Certificate of Attendance" signed by the employees Commanding Officer specifying the actual dates of attendance together with details of the daily rates of pay and allowances received.

4.10 Leave without pay

Applications for 'leave without pay' may only be approved by the Managing Director. Unpaid leave may only be applied for when all annual leave and RDO entitlements have been used. Note that all other leave entitlements are not accrued while an employee is on leave without pay.

4.11 Long service

You are entitled to the provisions for long service leave detailed in the *Long Service Leave Act 1955* (NSW).

Entitlement

Currently the Act provides that an employee is entitled to 2 months leave for 10 years of continuous employment. Further long service leave of 1 month accrues after each 5 years of service. A month is defined in the Act as 4 1/3 weeks.

Long service leave is exclusive of annual holidays but where a public holiday falls within a period of long service leave, the period shall be extended by one day for each public holiday that occurs.

Notice

The employee shall give 1 months notice of the date from which the long service leave shall be taken. Unless by mutual agreement, leave must be taken in one continuous period. The employee's manager has the discretion to approve the taking of long service leave when it falls due.

Payment for period of leave

Payment for leave may be in full at the beginning of the leave or at the same time as the employees ordinary pay would have been paid if the employee had remained on duty.

An employee who takes long service leave is entitled to be paid the amount of ordinary pay as on the day of taking leave, or the average amount earned during the previous 5 years, whichever is the greater. Ordinary pay does not include overtime and other penalty rates.

Where an employee has earned any amount under a bonus, incentive or other similar scheme, the employee's ordinary pay shall be increased by the average amount of bonuses, etc received by the employee during the period of 12 months, or 5 years before taking the leave, as the case may be.

Payment on termination

Where an employee has served at least 10 years service with an employer, on termination the employee is paid long service leave. The payment becomes due irrespective of which party terminates the service or for what reason. In calculating the amount due for service in excess of 15 years only, whole years of service count.

An employee with less than 10 years service with an employer is not entitled to pro rata long service leave on termination unless the employees services are terminated by the employer for any reason other than serious and wilful misconduct, and the employee has at least 5 years service with the employer.

An employee with less than 5 years service has no entitlement to pro-rata long service leave.

4.12 Parental

Employees are entitled to the provisions for parental leave detailed in the relevant industrial relations legislation.

Briefly, the current legislation allows for maternity, paternity and adoption leave for full-time and part-time staff (and long-term casuals staff in certain jurisdictions) that have completed one year of service.

4.12.1 Maternity leave

Maternity leave is unpaid leave however the employee is entitled to take annual leave or long service leave during this period. The employee can substitute maternity leave for paid leave as long as the total period does not exceed 52 weeks.

Eligible employee:

To be eligible for maternity leave, the female employee must have completed at least 12 months continuous service with the employer.

There is no limit to the number of times that maternity leave can be taken.

There is no longer period of maternity leave if the employee has twins or triplets. However if the employee gives birth to two children in the same year on separate occasions, the employee is entitled to two periods of maternity leave.

Period of leave:

The employee is entitled to an unbroken period of leave no longer than 52 weeks and must be completed before the child's first birthday.

An employee and her spouse may not take maternity leave and paternity leave at the same time, except where the spouse is on 'short paternity leave' (see below).

Paid sick leave, payment for public holidays or other paid absences are not available to the employee during a period of maternity leave.

Certification and notice requirements:

The employee must give at least 10 weeks written notice of the intention to take leave which is to include the estimated start and end dates of the leave.

The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.

The employee must, before the start of leave, provide a certificate from a qualified medical practitioner confirming that she is pregnant and the expected date of birth.

The employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any paternity leave sought or taken by her spouse.

An employee must confirm her intention of returning to work in writing, not less than 4 weeks before the end of the period of maternity leave.

Variation / cancellation of leave:

The employee can lengthen the period of maternity leave once without the consent of the employer by giving at least 14 days notice in writing that the employee is extending the leave. Any further extension of the leave must be done by mutual agreement with the employer. Any extension of maternity leave is acceptable provided the total period does not exceed 52 weeks.

The employee can only shorten the period of maternity leave with the agreement of the employer. The employee must give at least 14 days written notice that they wish to return to work earlier than had been arranged.

Maternity leave applied for but not commenced shall be cancelled when the pregnancy terminates other than by the birth of a living child.

Effect of maternity leave on employment:

Absence on maternity leave shall not break the continuity of service of an employee, but shall not be taken into account in calculating the period of service for any purpose of long service leave, annual leave or other statutory entitlements.

An employee on maternity leave can terminate her employment at any time during the period of leave by notice given in accordance with clause 6.1 in this agreement.

An employer shall not terminate an employee on the ground of her pregnancy or of her absence on maternity leave.

The employee is entitled to return to her previous position which she held immediately before she went on maternity leave.

4.12.2 Paternity leave

Paternity leave is taken by a male employee in connection with the birth of a child of the employee's spouse (including de facto spouse). Paternity leave consists of an unbroken period of up to one week at a time of the birth of the child or other termination of the pregnancy (short-paternity leave), and a further unbroken period in order to be the primary caregiver of the child (extended paternity leave).

Paternity leave is unpaid leave; however the employee is entitled to take annual leave or long service leave during this period. The employee can substitute paternity leave for paid leave as long as the total period does not exceed 52 weeks.

Eligible employee:

To be eligible for paternity leave, the employee must have completed at least 12 months continuous service with the employer.

There is no limit to the number of times that paternity leave can be taken.

There is no longer period of paternity leave if the employee's spouse has twins or triplets. However if the employee's spouse gives birth to two children in the same year on separate occasions, the employee is entitled to two periods of paternity leave.

Period of leave:

The employee is entitled to an unbroken period of leave no longer than 52 weeks and must be completed before the child's first birthday.

An employee and their spouse may not take maternity leave and paternity leave at the same time, except where the employee is on 'short paternity leave'.

Paid sick leave, payment for public holidays or other paid absences are not available to the employee during a period of paternity leave.

Certification and notice requirements:

In the case of extended paternity leave, the employee must give at least 10 weeks written notice of the intention to take leave which is to include the estimated start and end dates of the leave.

The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave.

The employee must, before the start of leave, provide a certificate from a qualified medical practitioner confirming that his spouse is pregnant and the expected date of birth.

In the case of extended paternity leave, the employee must provide a statutory declaration by the employee stating, if applicable, the period of any maternity leave sought or taken by his spouse, and that he is seeking that the period of extended paternity leave to become the primary care-giver of a child.

An employee must confirm his intention of returning to work in writing, not less than 4 weeks before the end of the period of paternity leave.

Variation / cancellation of leave:

The employee can lengthen the period of paternity leave once without the consent of the employer by giving at least 14 days notice in writing that the employee is extending the leave. Any further extension of the leave must be done by mutual agreement with the employer. Any extension of paternity leave is acceptable provided the total period does not exceed 52 weeks.

The employee can only shorten the period of paternity leave with the agreement of the employer. The employee must give at least 14 days written notice that they wish to return to work earlier than had been arranged.

Paternity leave applied for but not commenced shall be cancelled when the pregnancy terminates other than by the birth of a living child.

Effect of paternity leave on employment:

Absence on paternity leave shall not break the continuity of service of an employee, but shall not be taken into account in calculating the period of service for any purpose of long service leave, annual leave or other statutory entitlements.

An employee on paternity leave can terminate his employment at any time during the period of leave by notice given in accordance with clause 6.1 in this agreement.

An employer shall not terminate an employee on the ground of his spouse's pregnancy or of his absence on paternity leave.

The employee is entitled to return to his previous position which he held immediately before he went on paternity leave.

4.13 Closedown Period

Where the company requires a closedown period, the employer shall give at least one month's notice to the affected employees. The notice shall advise employees of the commencement date and duration of the closedown period.

Employees shall receive accrued annual leave during the closedown period. Where an employee has insufficient accrued leave, the employee shall receive the accrued leave entitlement, and the remaining time will be leave without pay.

5. Entitlements

5.1 Superannuation

Superannuation will be paid in accordance with the *Superannuation Guarantee Act 1992*. The current rate is 9%, however may be subject to change, and if so, company contributions will be those required under the *Superannuation Guarantee [Administration] Act 1992* at any point in time.

The company will offer employees the choice of one of the five funds offered below. The terms and conditions of each fund are set out in the relevant superannuation fund booklet. The company will make monthly superannuation contributions to one of the following superannuation funds, which is to be selected by the employee within one month of commencing employment:

1. Australian Superannuation Savings Employment Trust (ASSET); or
2. AXA Australia; or
3. Colonial First State; or
4. AMP Flexible Lifetime Super; or
5. ING Life Limited.

5.2 Salary Sacrifice

In addition you may make further optional contributions, subject to the prescribed legal requirements for qualifying superannuation funds. If you wish to Salary Sacrifice into the fund you select for the company contributions, you must advise so in writing.

Under the current legislation, the company allows employees to salary sacrifice into superannuation only. However should the legislation be amended at anytime during the life of this agreement, management will review the related salary sacrifice options available to employees.

5.3 Training & development

The company recognises that the calibre and competence of our employees are vital factors in ensuring that we remain a successful company providing quality service to our customers. To this end we actively promote employee development through high quality training and learning opportunities both on and off the job. The company encourages employees to come forward with suggestions for employment related training for their own development. However, your attendance at any training course is subject to the express permission of the company.

5.4 Other Entitlements

The employer recognises that regular performance reviews for the employee, which will include an assessment of training requirements, are in keeping with the intent of the agreement. These performance reviews will be conducted on an annual basis.

The employer also recognises the need for employees to maintain a proper balance of work, family and social responsibilities.

6. Cessation of Employment

6.1 Termination by notice

The employer may terminate the employment of the employee, and the employee may resign from employment with the employer by giving written notice. The amount of notice required is based upon the period of continuous employment in accordance with the following table:

Period of continuous service with employer	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

For purposes of termination by the employer, this period of notice shall be increased by one week if the employee is over 45 years old.

The employer may, instead of giving notice, pay to the employee wages for the specified period of notice. If the employee terminates their employment without giving the required notice, the employer reserves the right to withhold wages for the period of notice not given by the employee.

This clause shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct (as detailed below).

6.2 Termination without notice

The employer may terminate the employee without giving notice if the employee's conduct is clearly inconsistent with the continuation of employment and the company's policies.

Conduct of an employee that may, depending on the circumstances, justify termination of the employee's employment without notice includes:

- (a) Being intoxicated or under the influence of illegal drugs.
- (b) Theft, fraud, assault or other criminal behaviour.
- (c) Sexual harassment and other offensive or harassing behaviour.
- (d) Disregard for health and safety obligations.
- (e) Refusal to carry out a lawful and reasonable instruction.
- (f) Neglect of duty.
- (g) Support of a competitor to the Company's business.

Conduct of an employer that may, depending on the circumstances, justify the employee terminating the employment without notice includes:

- (h) Assault or other criminal behaviour.
- (i) Sexual harassment and other offensive or harassing behaviour.
- (j) Disregard for health and safety obligations.
- (k) Requiring the employee to carry out an unlawful and unreasonable instruction.

6.3 Unsatisfactory Work Performance

The provisions of the Workplace Relations Act relating to termination of employment will apply. Subject to clause 6.2 above, if the employer is concerned about the performance or conduct of an employee, the employer shall consult with the employee and make the concerns known. The employer will advise the employee of the level of performance or behaviour that is acceptable and discuss ways and means that an acceptable level may be achieved. A reasonable time period for the achievement of acceptable

performance or conduct shall be discussed and set. The employee should be warned that their employment might be terminated if acceptable performance levels or appropriate behaviour are not reached.

The employer shall consult with the employee during the period to discuss progress and, if necessary, to further warn the employee that termination of employment will occur if acceptable levels are not reached. The meetings and warnings shall be recorded in writing, dated, and signed by both the employer and the employee.

Should acceptable performance or behaviour not be achieved within the time period set the employee may be dismissed from employment on appropriate notice or payment in lieu of notice as provided in clause 6.1 above.

The employer may supply to the employee contact details of appropriate organisations for assistance and support in the event of training, counselling or dispute resolution being required

6.4 Redundancy

This clause shall apply in respect to full-time and part-time employees, but will not apply to casual employees.

In the event that the employer decides that the employee's position cannot be continued on account of redundancy, the employer shall consult with the employee about the matter and give consideration to redeployment and options other than termination of employment, where possible.

If employment is terminated on account of redundancy, then the employer will pay to the employee a severance payment in accordance with the following table:

Period of continuous service	Period of Notice	Severance payment	Severance payment over
		under 45 yrs of age	45 yrs of age
1 year or less	1 week	Nil	Nil
1 year and less than 2 years	2 weeks	4 weeks' pay	5 weeks' pay
2 years and less than 3 years	2 weeks	7 weeks' pay	8.75 weeks' pay
3 years and less than 4 years	3 weeks	10 weeks' pay	12.5 weeks' pay
4 years and less than 5 years	3 weeks	12 weeks' pay	15 weeks' pay
5 years and less than 6 years	4 weeks	14 weeks' pay	17.5 weeks' pay
6 years and over	4 weeks	16 week's pay	20 weeks' pay

For purposes of termination, this period of notice is increased by one week if the employee is over 45 years old.

7. Change & Variation to Agreement

7.1 Workplace Change

Both parties acknowledge the inevitability of changes to the methods by which the business is conducted and undertake to maintain the intent of this agreement - to develop and maintain a flexible, consultative and productive workplace.

As noted, the employer undertakes to provide the employee with the relevant training to advance the employee's skills and in adjusting to change[s] and the employee undertakes to remain flexible and

accept such changes to the position and the methods of conducting the business as may be required in the best interests of the company.

7.2 Variation to Agreement

The parties to this Agreement acknowledge that this Agreement can be varied by consent of both parties at any time during the currency of the Agreement. Any such variations will need to be approved by the NSW Industrial Relations Commission.

8. Other

8.1 Anti-Discrimination Provision

The parties to this Agreement agree that:

It is their intention to achieve the principal object in paragraph 3[j] of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and

Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

Nothing in these provisions prohibits:

- (i) The payment of junior rates of pay; or
- (ii) Any discriminatory conduct, or conduct having a discriminatory effect, that is based on the inherent requirements of a particular position; or
- (iii) Any discriminatory conduct, or conduct having a discriminatory effect, if:

The employee is a member of staff of an institution that is

Conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and

The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

8.2 Dispute Resolution Procedure

The parties agree to keep faith with the intent of the Agreement, by cooperating to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

Step 1 - Employee and Supervisor

In relation to any matter that may be in dispute between the parties to this Agreement, the parties will attempt to resolve the matter at the workplace level. This will involve the employee and the employer [or Manager] meeting and conferring on the matter. If the matter is not resolved at such a meeting, then:

Step 2 - Employee, Supervisor and Senior Management

The parties may arrange further discussions involving any existing more senior levels of management. Both parties acknowledge the right of either party to appoint, in writing, another person to act on their behalf, or accompany them in relation to resolving the matter at the workplace level. If the matter cannot be resolved at the workplace level, then:

Step 3 - External Mediation

If both parties agree, a mutually agreed independent person or organisation may refer a dispute to mediation. If a matter is referred to mediation, both parties must participate in the mediation process in good faith.

General

During any of the steps above the parties will continue to work in accordance with the Agreement unless the employee has a reasonable concern about an imminent risk to their health or safety.

Even with this "reasonable concern" but subject to relevant provisions of New South Wales occupational health and safety law, the employee must not unreasonably fail to comply with a direction by the employer to perform other available work.

Available work may be at the same workplace or another workplace. Such work must be safe and appropriate for the employee to perform.

During the term of the dispute, the parties agree not to commence legal action:

To obtain a penalty under section 170VV of the Act; or

To obtain damages for breaches of an AWA; or

To enforce a provision of the AWA or Part VID of the Act [other than an action to enforce section 170VU of the Act];

Unless the party initiating the action has genuinely attempted to resolve the dispute at the workplace level, and either:

A period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or

Either party requested mediation and that mediation have been completed.

9. Signatories to the Agreement

Company

Name of authorised representative].	
Signature of authorised representative].	
Date].	
Name of witness].	
Signature of witness].	
Date].	
Name of employees		
Back, Sally	Signature:.....	Date:.....

Barber, Graeme	Signature:.....	Date:.....
Bray, Anthony	Signature:.....	Date:.....
Cardamone, Peter	Signature:.....	Date:.....
Clarke, Maxwell	Signature:.....	Date:.....
Cofield, Michelle	Signature:.....	Date:.....
Cosgrove, Greg	Signature:.....	Date:.....
Edmonds, Anthony	Signature:.....	Date:.....
Farrell, Liam	Signature:.....	Date:.....
Jordan, Chris	Signature:.....	Date:.....
Lambert, Phillip	Signature:.....	Date:.....
Mackinnon, Lachlan	Signature:.....	Date:.....
Makeham, Alick	Signature:.....	Date:.....
Mangion, Mario	Signature:.....	Date:.....
Mitchelmore, Karen	Signature:.....	Date:.....
Mudge, Vanessa	Signature:.....	Date:.....
Priest, Allen	Signature:.....	Date:.....
Stanyer, Matthew	Signature:.....	Date:.....
Ziebell, Shane	Signature:.....	Date:.....