

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/75

**I.R.C. NO:** 97/725

**DATE APPROVED/COMMENCEMENT:** 25 March 1997

**TERM:** 2 years

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**TITLE:** ACTEST Certified Agreement 1996

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Laboratory Assistant, Trainee Laboratory Assistant/Sampler, Laboratory Assistant/Sampler, Technician, Senior Technician/Sampler

**PARTIES:** ACIRL Quality Testing Services Pty Ltd trading as ACTEST -&- The AWU - FIME Amalgamated Union, New South Wales.



**AGREEMENT BETWEEN**

**THE AWU-FIME AMALGAMATED UNION NEW SOUTH WALES**

**AND**

**ACIRL QUALITY TESTING SERVICES PTY LTD, TRADING AS ACTEST**



## INDEX

CLAUSE NUMBER		PAGE
1	Title	3
2	Definitions	3
3	Parties	3
4	Objectives	4
5	Term of Agreement	6
6	Contract of Employment	6
7	Hours of Work	7
8	Meal Breaks	8
9	Remuneration and Payment	8
10	Overtime, Saturday and Sunday Work	9
11	Clothing , Safety & Protective Equipment	11
12	Shift Work	11
13	Public Holidays	12
14	Annual Leave	12
15	Sick Leave	13
16	Long Service Leave	14
17	Jury Service	14
18	Reductions of Employment, Severance & Retrenchment	14
19	Disputes Procedure	14
20	Increase in Employment	15
21	Performance Review	16
22	Maternity Leave	17
23	Parental and Adoption Leave	17
24	Family Leave	17
25	Delegate Training	17
26	Work Environment	17
27	Other Allowances	18
28	Right of Entry	18
	APPENDIX 1	19
	APPENDIX 2	20



## 1. TITLE

This agreement shall be known as the ACTEST Certified Agreement 1996.'

## 2. DEFINITIONS

- (a) "Act" means the Industrial Relation Act 1996.
- (b) "Bench Marking" means the Rate of pay in respect of ordinary hours as prescribed in Clause 11.
- (c) " Classification Rate" means the Rate of pay in respect of ordinary hours as prescribed in Clause 11.
- (d) Company means ACIRL Quality Testing Services Pty Ltd trading as ACTEST.
- (e) " Employee(s) means a person(s) employed by the Company engaged in sampling, testing and processing of coal, minerals, water, and other export or import commodities and goods.
- (f) " Rostered Hours" means the ordinary hours of week and rostered overtime worked by employees as contained in the Rosters marked Annexure 8 to this Agreement.
- (g) " Rostered Overtime" means overtime which forms an integral part of the employees ordinary hours of work and rostered overtime hours.
- (h) " Rostered Shift" means the employees shift length which comprises the employees ordinary hours of work and rostered overtime hours.
- (i) "Team members" means employees engaged under this Agreement.
- (j) "Union" means the AWU-FIME Amalgamated Union New South Wales of Employees.

## 3. PARTIES & COVERAGE

This Agreement shall be binding upon the Company and its employees, members of the Union engaged in Laboratories or at the portside facilities loading and unloading of commodities.

#### 4. INTENT AIMS & OBJECTIVES

- 4.1 This Agreement recognises the unique circumstances of ACTEST which will carry out sampling and analytical tasks at different sites for various periods of time and applies to any and all locations in New South Wales.
- 4.2 This Agreement represents the agreed conditions of employment and site specific conditions which apply to ACTEST.
- 4.3 To ensure maximum flexibility, the nature of operations will require that employees may be deployed from one site to another as determined by the needs of the business. Factors that will influence deployment include training and career development, start and finish of contracts, the need to vary production levels to match customer requirements, the Company intent to use the total labour pool and skills of employees throughout the organisation and such other factors as influence operational and production requirements.
- 4.4 This Agreement constitutes a "Partnering Arrangement" between the Company, its employees and the Union.

The following Principles underpin the objectives of this Agreement and the commitment each party brings to the employment relationship and to achieving the goals of this Agreement.

The parties are committed to achieving under this arrangement the following objectives:-

##### 4.4.1 Safety

Excellence in Safety and ensuring that the Safety of employees and equipment is the first priority and a prerequisite to the conduct of all activities.

The platform of our safety approach is that everyone should expect to be able to work without injury. The Safety of the public, employees and contractors is the responsibility of all mine personnel and is to be demonstrated at all times.

A Health and Safety management system will be implemented at each Laboratory site in conjunction with the development of Safe Working procedures. Such safety management systems are directed at giving an immediate insight into what causes accidents, what causes injuries, what causes unsafe acts and conditions and what is the remedy. The parties are committed to the education and involvement of all employees in ensuring a safe working environment and to the production of a health and safety culture where the highest standards are observed.

#### 4.4.2 Collaborative Arrangements

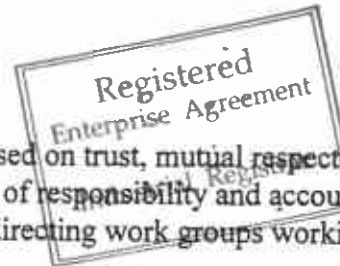
Providing a framework for the establishment of collaborative arrangements between the parties and the development of that relationship.

#### 4.4.3 Environmental Excellence

The commitment of the parties to environmental awareness and the achievement of environmental standards.

#### 4.4.4 Co-operation and Teamwork

Develop and maintain relationships based on trust, mutual respect and teamwork. The giving and acceptance of responsibility and accountability for the performance of tasks through self directing work groups working within a Team based Organisation structure.



#### 4.4.5 Multi-Skilled and Flexible Work Teams

To achieve such levels of world competitive performance it is essential that innovative work systems are introduced to maximise team efficiency and individual effectiveness through the flexible use of skills. Employees will undertake all work without restriction on individual or job basis, subject only to limitations imposed by the individuals skills and safety.

Appropriate allowances will apply in respect of the areas under which work is performed.

#### 4.4.6 Training and Education

The Company is committed to the training and education of all employees to meet the needs of the company and employees. As the maintenance of the highest skill standards is essential to the success of the business, all employees will be required to participate in the training and education of fellow employees on the job as part of their daily responsibilities.

#### 4.4.7 Operating Philosophies

##### Productivity & Continuous Improvement

The parties are committed to maximising the productivity of equipment through benchmarking against the worlds best operations and the implementation of the Company Continuous Improvement Program.

### Cost Minimisation & Control

Commercial viability and security of employment depends ultimately on meeting the specifications of the customer at the lowest cost possible. The parties are committed to establishing an environment where all members of the organisation are conscious of operating costs and seek continuously to reduce them.

### Reliability of Supply and Industrial Relations

The parties commit to ensuring the reliability of services and quality of product within specification and cost parameters.

The parties agree that the avoidance of disputes is a shared goal and that procedures will be developed to establish an effective consultative framework.

The parties commit to the processing of industrial grievances through agreed Disputes Resolution Procedures and that the taking industrial action by either party is against the spirit and intent of the Agreement.

### Benchmarking and Best Practice

The parties are committed to achieving world best practice operations whose operating practices, procedures, productivity, efficiency and costs are leaders when benchmarked against competitors.

Procedures and task operating practice will be continually assessed and bench marked against competitors so as to ensure ACTEST remains a best practice Company.

## 5. TERM OF AGREEMENT

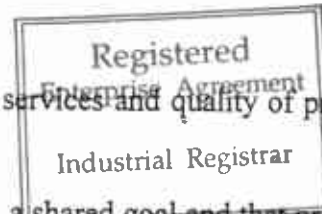
This Agreement shall operate from the date of certification by New South Wales Industrial Relations Commission and shall remain in force for a period of two (2) years.

## 6. CONTRACT OF EMPLOYMENT

### 6.1 Full Time Employees:-

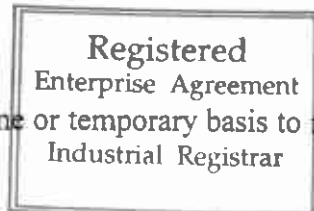
6.1.1 Employment shall be on a weekly basis and terminable by the giving of two weeks' notice by either party of the forfeiture of two weeks wages, except in the case of dismissal for misconduct.

6.1.2 The first three months of employment shall be a probation period which will include a review of performance. The review process will incorporate aspects of the Personal Assessment and Review System as outlined in Clause 26 of this Agreement.



Continuing employment during and at the conclusion of the probation period will be dependent upon the employees performance meeting the defined assessment standards at the reviews. It's the intention of ACTEST wherever possible and dependent on the performance of both the company and the individual, to have casuals after six months continuous employment offered full time employment. If an employee is terminated, the termination will be in accordance with sub-clause 6.1.1 herein.

6.2 Casuals, Part time Employees and Temporaries:-



6.2.1 The Company may engage persons on a casual, part time or temporary basis to meet the operational needs of the business.

6.2.2 Casuals shall be employed by the hour and shall in respect of each hour worked be paid one fortieth of the appropriate weekly classification rate plus 19%. This loading is in lieu of sick leave, annual leave, overtime payments, or termination payments otherwise payable. No other payments or entitlements shall apply.

6.2.3 Temporaries and part-time employees shall be employed for a fixed term and shall be paid the appropriate weekly rate on a pro rata basis in respect of each hour worked. Other entitlements shall be a strict pro rata. Temporary employees shall only be entitled to severance and retrenchment benefits as prescribed by this Agreement where they have more than twelve months continuous service.

Part time employees will be advised by the end of day shift on the Friday of the previous week the days that will be required to work during the current week.

6.3 Task Allocation and Performance:-

6.3.1 The Company may direct employees to carry out such duties and use such tools and equipment as are within the employees recognised skills, competence and training as outlined in Appendix 1 & 2. An employee not attending for or not performing such work shall except as otherwise provided lose payment for the actual time of such non-attendance or non-performance.

6.4 This clause shall not affect the right of the Company to dismiss an employee without notice for refusal of duty, neglect of duty or misconduct and in such cases wages shall be payable up to the time of dismissal only.

## 7. HOURS OF WORK

7.1 Ordinary Hours

- (1) The Ordinary Hours of Work shall be an average of 40 hours per week and shall be worked between the hours of 5 am and 5 pm. Monday to Friday.
- (2) By arrangement, shift not exceeding twelve (12) ordinary working hours may be worked in a 24 hours period.



## 7.2 Rostered Shifts

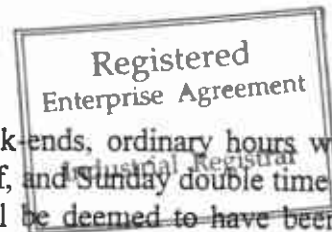
By agreement between staff and management, rostered shifts of up to 12 hours may be worked on any of the seven days of the week.

## 7.3 Shift Work

7.3.1 Employees may be required to work shift work.

7.3.2 Where rostered ordinary shifts are worked on week-ends, ordinary hours worked on Saturday shall be paid at the rate of time and one half, and Sunday double time provided that a shift commencing on or after 10.00 pm shall be deemed to have been worked wholly on the following day and paid as such.

7.3.3 For the purpose of this Agreement, while employing three shifts for daily operations, afternoon shift means any shift finishing after 6.00 pm and at or before 12.00 midnight. Night shift means any shift finishing after 12.00 midnight and at or before 8.00 am.



## 8. MEAL BREAKS

8.1 Employees working twelve hour shifts shall be allowed a maximum of two 30 minute meal breaks each rostered twelve (12) hour shift, which may either be combined into one, one (1) hour break or taken as two (2) thirty minute breaks.

8.2 Employees working Shifts of less than twelve (12) hours will be allowed a maximum of one thirty (30) minute break and such meal break shall be taken between the fourth and sixth hour after the commencement of work. In addition a ten minute morning or afternoon tea break can be taken.

8.3 Meal breaks shall be allowed without deduction of pay in respect of shift and day workers.

8.4 In all cases meal breaks shall be organised so as to ensure continuity of operations and taken in a flexible manner at any time during the shift to suit the needs of the work group and the operation. This will be in accordance with the relevant OH & S Act.

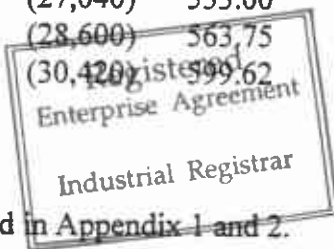
## 9. REMUNERATION & PAYMENT

9.1 Earnings will take the form of a fortnightly wage pro rated to a fortnightly amount and shall be paid into the employees nominated bank account by electronic funds transfer ("EFT") on a fortnightly basis.

Any employee kept waiting for wages after one (1) hour prior to closure of normal bank trading hours on his normal pay day, shall be entitled to payment at ordinary rates for all the time he she is kept waiting to be paid. This Clause shall not apply to electronic funds transfer where the delay in payment is due to circumstances over which the Company has no control.

- 9.2 Upon termination of the employment, the Salary due shall be paid on the day of such termination by EFT or forwarded by post to the last known address within 72 hours.
- 9.3 The Classification rates \$ in respect of the average 40 ordinary hours and on which salaries are calculated as follows:

	From 1/10/96 per week	PA (13,000)	From 1/10/97 per week	From 1/10/98 per week
Level 1 Lab Assistant - under 17	250.00	(13,000)	256.25	262.66
Level 2 Trainee Lab Assistant/Sampler < 3 month experience 80%	416.00	(21,632)	426.40	437.06
Level 3 Trainee Lab Assistant/Sampler 3-9 months experience 90%	468.00	(24,336)	479.70	491.69
Level 4 Lab Assistant/Sampler	520.00	(27,040)	533.00	546.33
Level 5 Technician	550.00	(28,600)	563.75	577.84
Level 6 Senior Technician/Sampler	585.00	(30,420)	599.62	629.98



The skills/training required for levels 1-6 is attached in Appendix 1 and 2.

At the discretion of the employer from time to time employees may be advanced to higher levels without all of the required skills being attained.

In addition to these rates full time employees will receive the superannuation guarantee levy and will be eligible to join the ACIRL Superannuation Scheme. In this event a further 5.9% superannuation is contributed by the employer.

These pay rates have been adjusted to include paid meal breaks.

## 10. OVERTIME, SATURDAY & SUNDAY WORK

### 10.1 Monday to Friday Rates

All time worked by full time employees and casuals on overtime in excess of or outside the ordinary working hours of any shift shall be paid at the rate of double time. This is to be calculated on the hourly base rate exclusive of shift loadings. Each day's work shall stand alone.

## 10.2 Saturday Rates

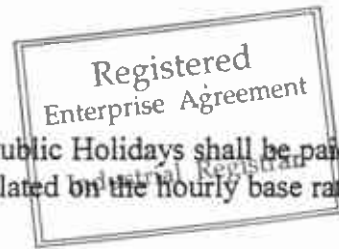
All time worked by full time employees and casuals on overtime on Saturday shall be paid at the rate of double time. This is to be calculated on the hourly base rate exclusive of shift loadings. Each day's work shall stand alone.

## 10.3 Sunday Rates

All time worked by employees and casuals on overtime on Sunday shall be paid at the rate of double time. This is to be calculated on the hourly base rate exclusive of shift loadings. Each day's work shall stand alone.

## 10.4 Public Holiday Rates

All time worked by all staff on overtime on Public Holidays shall be paid at the rate of double time and one half. This is to be calculated on the hourly base rate exclusive of shift loading.



## 10.5 Call Out

(1) An employee recalled to work overtime shall be paid a minimum of two (2) hours at the overtime rate and may be required to work the full two hour period to undertake tasks allocated by the Company. Where the employee is released from work within the two hour period and is again recalled, the employee shall only be entitled to a travel allowance and paid in respect of any overtime worked in excess of the two hour period on a time worked time paid basis. This clause does not apply to situations where it is customary for the employee to return to work to undertake specific tasks outside of ordinary hours, or where overtime is continuous with the completion or commencement of ordinary working time.

(2) The operation of this sub-clause shall not apply in relation to rest periods.

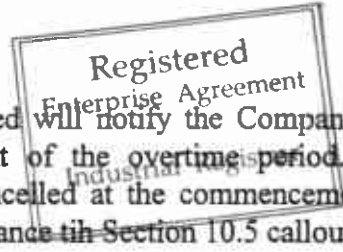
## 10.6 Overtime Rest Period

10.6.1 Work on successive days should be so arranged that the employee has eight consecutive hours off duty. If an employee on the instructions of the Company resumes work not having had eight consecutive hours off duty, the employee shall be paid at the rate of double time in respect of ordinary hours worked and thereafter until released from duty.

10.6.2 Employees released from work so as to have an eight hour break shall do so without loss of ordinary pay.

**10.7 Notification of Inability to work overtime**

Employees who are unable to work pre-arranged will notify the Company of their inability to attend prior to the commencement of the overtime period. Advise immediate supervisor. Should overtime be cancelled at the commencement of the planned overtime shift payment is to be in accordance with Section 10.5 callout.

**11. CLOTHING, SAFETY & PROTECTIVE EQUIPMENT**

- 11.1 At the commencement of employment the employee shall be provided with a pair of safety footwear and two sets of Industrial Clothing appropriate to their work.
- 11.2 Other protective and safety clothing shall be issued on a needs basis and cared for by employees whilst under their control.
- 11.3 It is a condition of employment that employees wear safety clothing and protective equipment provided to them whilst engaged on the site. It is the responsibility of employees to maintain and clean all footwear and industrial clothing.
- 11.4 Safety footwear and Industrial clothing will be replaced on a fair wear and tear basis by the Company upon satisfactory proof.
- 11.5 Employees who leave the employment of the Company within three months of the date of issue of clothing and footwear shall be returned.
- 11.6 All employees and management should work in accordance with the relevant OH & S Act.

**12. SHIFT WORK****12.1 Shift Allowance**

Shift workers on afternoon shift, for the time worked shall be paid 15 % of their ordinary shift rate. Workers on night shift should be paid an allowance of 20% of their shift rate. Such shift allowance does not apply to overtime shifts worked on weekends, holidays or respect of overtime periods.

**12.2 Change of Shift**

An employee required to change their rostered shift will where practicable be given twenty four hours notice of such change.

### 13. PUBLIC HOLIDAYS

#### 13.1 Public Holidays

The recognised Holidays shall be those gazetted from time to time in the State of New South Wales.

#### 13.2 Holiday Requirement to Work

Employees may be rostered to work public holidays at the discretion of the Company to meet the Companies operational requirements.

#### 13.3 Transfer of Holidays

Agreement may be reached between the Company and the majority of employees affected to observe AWU Picnic Day Holiday on a day other than the day prescribed in sub-clause 14.1. In such case, the actual holiday shall be an ordinary working day.

Registered  
Enterprise Agreement

### 14. ANNUAL LEAVE

- 14.1 On the anniversary of their employment and every twelve months thereafter employees (other than casuals) shall be entitled to four weeks annual leave, provided that continuous shift workers shall be entitled to five weeks leave.

The Company shall schedule Annual Leave throughout the year to ensure continuity of maintenance and productive operations and an equal distribution of employees on leave.

#### 14.2 Payment

- (1) Other than Shift workers

Payment shall be according to the employee's classification rate in respect of ordinary hours immediately prior to the taking of leave plus 17.5% on ordinary rates.

- (2) Shift workers

Payment shall be at the wage rate in respect of ordinary time according to the employees projected roster, including Saturday, Sunday or Holiday shifts if applicable.

- (3) Payment shall be made in advance of the leave being taken.

- (4) Payment shall not be made in lieu of annual leave.

(5) On termination of employment (other than dismissal for misconduct) an employee shall be paid pro-rata-as per State Act, for untaken annual leave at the employees classification rate.

- 14.3 Holidays falling during a period of annual leave are exclusive to the period of leave.
- 14.4 For periods of less than twelve months employment annual leave shall accrue on a pro rata basis.
- 14.5 This clause shall not apply to casuals.



### 15. SICK LEAVE

- 15.1 Every employee shall become entitled to not less than ten days sick leave for each completed year of employment with the employer.

However, as respects any completed period of employment of less than one year with the employer, sick leave entitlement will accumulate at the rate of one (1) day for each 5.2 weeks of service.

- 15.2 Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of their employer, and subject to him/her having promptly notified the employer of the illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time absent from work:

Provided that it shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed two days.

- 15.3 Sick leave shall be accumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than thirteen weeks' absence from work through illness in any one year.
- 15.4 The continuity of employment of an employee with the employer for sick leave accumulation purposed shall be deemed not be broken by any of the following:-
- (a) Absence from work on leave granted by the employer:
  - (b) The employee having been dismissed or stood down by the employer, or the employee having terminated his/her employment with the employer for any period not exceeding three months:

Provided that employee shall have been re-employed by that employer.

## 16. LONG SERVICE LEAVE

- 16.1 Employees shall be entitled to Long Service Leave in accordance with the provisions of Part 12 of Division 3 of the Industrial Relations Act, 1990.

Registered  
Enterprise Agreement  
Industrial Registrar

## 17. JURY SERVICE

- 17.1 An employee required to attend for Jury Service during ordinary working hours shall notify the Company as soon as possible prior to the absence(s) of such requirement and the expected duration of attendance for Jury Service.
- 17.2 The Company will pay the employee, upon proof of attendance and payments received, the difference between what the employee received for such attendance and what the employee would have received in respect of ordinary earnings for the period of attendance.

## 18. REDUCTIONS OF EMPLOYMENT, SEVERANCE & RETRENCHMENT

- 18.1 Reduction of Employment and Notice
- (1) When the Company determines a need to reduce employment, the parties will endeavour to agree upon the method by which the reduction may be achieved and which enables the Company to continue to operate in the most efficient and cost effective manner. The parties will address the following:-
    - (i) Whether the reduction can be achieved from volunteers
    - (ii) The criteria to apply in the selection of employees to be made redundant which may include skills, attendance, competence, performance, physical capacity, etc.
  - (2) In the event of no agreement being reached, the Company shall notify the employees of the method of retrenchment.
  - (3) Notwithstanding the Contract of Employment Clause herein, the Company shall give employees notice of Retrenchment in accordance with the Provisions of the Act.

## 19. DISPUTES PROCEDURE

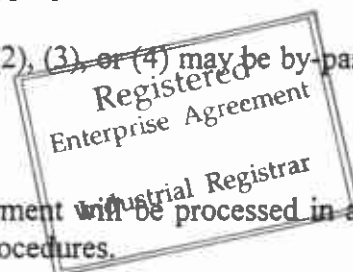
- 19.1 In the event of any dispute arising as to the interpretation of this Agreement or any dispute arising in the course of employment there shall not be any stoppage of work either by the Company or employee, and if such dispute is not settled it shall be processed in accordance with sub-clause 19.2 of this clause.

## 19.2 Procedure:-

- (1) When a grievance arises the matter shall in the first instance be discussed between the employee and their Supervisor. If the matter remains unresolved;
- (2) It shall be referred in writing on the Company Issue Resolution Form by the person(s) raising the grievance for discussion between the employee's local area Union representative and the employee's Supervisor. If the matter remains unresolved;
- (3) It may be referred for discussion between the employee's Union representative and the Manager (or representative); If the matter remains unresolved;
- (4) It may be referred for discussion between District Organiser of the employees Union and the nominated senior Company official. If the matter remains unresolved;
- (5) It may be referred by either party to the appropriate industrial authority.

By agreement between the parties any or all of the steps (2), (3) or (4) may be by-passed in the interests of speedy resolution of the grievance.

- 19.3 Safety issues that arise in the course of employment will be processed in accordance with the agreed Company Safety Policies and Procedures.



## 20. INCREASE IN EMPLOYMENT

- 20.1 The Company shall have free selection in the engagement of labour in line with the Equal Employment Opportunity Act. ACTEST is committed to the principle of equal employment opportunity for all employees.
- 20.2 Where the Company is engaging labour it shall advertise in the local or national press and detail the criteria which shall apply in relation to the selection of labour.
- 20.3 The engagement of labour shall be directed at employing those persons whose skills and competence meet the Companies requirements. In selecting applicants the Company shall have regard to but not limited to the following criteria:-

- Safety working history
- Skills possessed
- Competence
- Work attendance
- Performance and productivity level



- Aptitude - ability to learn testing
- Challenge tests either practical or class assessment subject to suitability levels being defined
- Employment references
- Behavioural Testing
- Attitude
- Medical Testing

## 21. PERFORMANCE REVIEW

Registered  
Enterprise Agreement  
Industrial Registrar

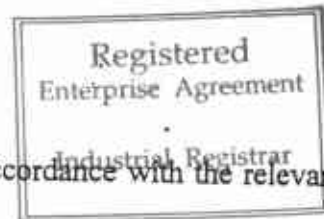
- 21.1 Employees will participate in the Company's Personal Assessment and Review System. Employees will undertake an Assessment each six months, or as agreed, which will give the employees feed back on their performance, assist in the identification of training needs and career development and provide direction for individuals to meet Team and Company objectives.
- 21.2 The personal effectiveness review will be conducted via discussion between each employee and their Supervisor.
- 21.3 All records of the discussion will be confidential and based on a standard format.
- 21.4 The employee shall have access to the Review Committee if a grievance arises as a result of the performance review.
- 21.5 Areas of review will include but are not limited to:
- Productivity
  - Safety
  - Environmental awareness
  - Individual work history (skill audit)
  - Attendance Record
  - Punctuality
  - Job Satisfaction
  - Team and Individual Performance Targets
  - Training Requirements
  - Competency
- 21.6 The overall objective of the Personal Assessment and Review System is to develop a suitable development program for all individuals and to establish mutual feedback in the workplace. Whilst not related to wage levels the Personal Assessment and Review System measures the effectiveness of individual and their contribution to the achievement of ACTEST goals.

Payment for performance as a component of the remuneration system will be developed in consultation with employees and implemented during the term of this Agreement.

- 21.7 By participating in the Personal Assessment and Review System the Company may assist employees who have difficulty in achieving the agreed performance targets and Company goals.
- 21.8 Employees will be consulted in relation to the progressive achievement of the Performance Targets and will participate in the ongoing monitoring of them in conjunction with the Personal Assessment and Review System.
- 21.9 Failure to achieve the Targets will trigger a collaborative assessment by the Company and employees to identify factors which have affected performance so as to enable remedial action to be implemented.

## 22. MATERNITY LEAVE

- 22.1 Employees shall be entitled to Maternity Leave in accordance with the relevant New South Wales Act.



## 23. PARENTAL AND ADOPTION LEAVE

- 23.1 Employees shall be entitled to Parental and Adoption Leave in accordance with the relevant New South Wales Act.

## 24. FAMILY LEAVE

- 24.1 Employees shall be entitled to Family Leave in accordance with the relevant New South Wales Act.

## 25. DELEGATES TRAINING

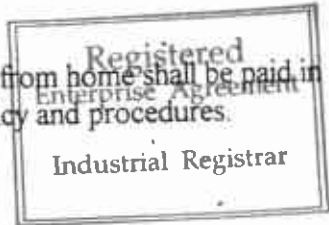
- 25.1 On a yearly basis the ACTEST union delegate will be available for up to three days of local training to be provided by the Union.

## 26. WORK ENVIRONMENT

- 26.1 It is ACTEST's objective to ensure that all employees enjoy a workplace environment free from all forms of discrimination. The company has clear guidelines for dealing with harassment in the workplace, on any ground, which are in accordance with the relevant act.

**27. OTHER ALLOWANCES**

- 27.1 A meal allowance shall be paid at a rate of \$7.20 for unscheduled overtime exceeding four hours.
- 27.2 First aid allowance shall be paid at a rate of \$1.67 per day for duly appointed and certified personnel (St John Ambulance Certificate).
- 27.3 All other allowances including travel and living away from home shall be paid in accordance with the ACIRL/ACTEST personnel policy and procedures.



**28. RIGHT OF ENTRY**

- 28.1 As per Section 73 Industry Relations Act 1991 (as amended).

Signed on behalf of:

*L. Long* ..... Dated: *13.2.97* .....  
ACIRL Quality Testing Services Pty Ltd trading as ACTEST

*John Boyd* ..... Dated: *13.2.97* .....  
The AWU-FIME Amalgamated Union of New South Wales

## APPENDIX 1

## TRAINING MATRIX - LABORATORY STAFF

	<i>Level required to be proficient in this skill</i>	<i>Supervised</i>	<i>Unsupervised</i>	<i>Able to Train</i>
Ash	Level 1 & 2			
Moisture	Level 1 & 2			
Sulfur	Level 1 & 2			
Volatile Matter	Level 1 & 2			
CSN	Level 2			
Ash Fusion	Level 3			
Preparation of Composites	Level 3			
Specific Energy	Level 3			
Basic Sample Preparation	Level 4			
Calibration of Thermometers	Level 4			
Calibration of Balances	Level 4			
Carbon & Hydrogen	Level 4			
Calibration of Timers	Level 4			
Giesler	Level 4			
HGI	Level 4			
Nitrogen	Level 4			
Total Moisture	Level 4			
Calibration of Moisture Ovens	Level 5			
Calibration of Ash Furnaces	Level 5			
Calibration of Twin Tube Furnaces	Level 5			
Calibration of Ash Fusion Furnace	Level 5			
Calibration of Volatile Furnaces	Level 5			
Calibration of Giesler Equipment	Level 5			
Calibration of Calorimeter	Level 5			
Calibration of CSN	Level 5			
Calibration of Flowmeters	Level 5			
Calculation of Results	Level 5			
Generated of Final Reports	Level 5			
Rostering of Staff	Level 6			
Reporting of Results	Level 6			
Supervision of Staff	Level 6			

LEVELS: Supervised (S) Unsupervised (U) Able to Train (T) \*\* Skills are to be signed off by Supervisor

## APPENDIX 2

## TRAINING MATRIX - SAMPLERS

	<i>Level required to be proficient in this skill</i>	<i>Supervised</i>	<i>Unsupervised</i>	<i>Able to Train</i>
<i>Automatic Sampling 0C4</i>	<i>Level 1</i>			
<i>Automatic Sampling 0C5</i>	<i>Level 1</i>			
<i>Automatic Sampling 0C11</i>	<i>Level 1</i>			
<i>Automatic Sampling K4</i>	<i>Level 1</i>			
<i>Automatic Sampling K5</i>	<i>Level 1</i>			
<i>Manual Ship Sampling</i>	<i>Level 1</i>			
<i>Train Sample Collection</i>	<i>Level 1</i>			
<i>Composite Preparation</i>	<i>Level 2</i>			
<i>HGI</i>	<i>Level 2</i>			
<i>Train Sample Preparation</i>	<i>Level 2</i>			
<i>Size Analysis</i>	<i>Level 2</i>			
<i>Total Moisture</i>	<i>Level 2</i>			
<i>Ship Sample Preparation</i>	<i>Level 2</i>			
<i>Manual Ship Sample Preparation</i>	<i>Level 2</i>			
<i>Ash</i>	<i>Level 3</i>			
<i>CSN</i>	<i>Level 3</i>			
<i>Float - Sink Analysis</i>	<i>Level 3</i>			
<i>Manual Stockpile Sampling</i>	<i>Level 3</i>			
<i>Moisture</i>	<i>Level 3</i>			
<i>Sampling on Site - Washery</i>	<i>Level 3</i>			
<i>Specific Energy</i>	<i>Level 3</i>			
<i>Sulfur</i>	<i>Level 3</i>			
<i>Volatile Matter</i>	<i>Level 3</i>			
<i>Calculation of Preparation Results</i>	<i>Level 4</i>			
<i>Calibration of Preparation Equipment</i>	<i>Level 4</i>			
<i>Training of Preparation Staff</i>	<i>Level 4</i>			
<i>Scheduling of Work, Rosters etc.</i>	<i>Level 6</i>			
<i>Apparent Relative Density</i>				

LEVELS: Supervised (S) Unsupervised (U) Able to Train (T) \*\* Skills are to be signed off by Supervisor