

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/147
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DATE REGISTERED 6.4.98
.....

PRICE \$ 72
.....

Registered
Enterprise Agreement
Industrial Registrar

NEW ENGLAND TRADING PTY LTD ENTERPRISE AGREEMENT

Between

New England Trading Pty Ltd

&

the Employees

December 1997

NOW IT IS AGREED BY THE PARTIES AS FOLLOWS:-

1) TITLE

This Agreement shall be known as the New England Trading Proprietary Limited Enterprise Agreement 1997.

2) ARRANGEMENT

<u>Clause</u>	<u>Content</u>
1.	Title
2.	Arrangement
3.	Intention
4.	Commitment
5.	Parties, and Scope
6.	Terms of Agreement
7.	Productivity Improvement & Flexibility
8.	Definitions
9.	Rates of Pay
10.	Tool Allowance
11.	Licence/Registration Allowance
12.	Crane & Fork Lift Allowance
13.	Quality Assurance Duties
14.	Special Rates
15.	Mixed Functions
16.	Hours
17.	Rest Periods, Meal and Crib Times
18.	Overtime and Special Time
19.	Weekend Work
20.	Shift Work
21.	Public Holidays and Holiday Work
22.	Fares and Travelling Time
23.	Meal Allowance
24.	Casual Employment
25.	Part-Time Employment
26.	Payment of Wages
27.	Termination of Employment
28.	Redundancy
29.	Annual Leave
30.	Sick Leave
31.	Personal/Carers Leave
32.	Bereavement Leave
33.	Long Service Leave
34.	Jury Service
35.	Compensation for Clothes and Tools
36.	Protection of Employees
37.	Amenities
38.	First Aid
39.	Right to Deduct Pay
40.	Consultative Mechanism
41.	Settlement of Disputes
42.	Posting of Agreement



-2-

3) INTENTION

This Agreement has been developed by representatives of the above Company and its employees.

The objectives of this Agreement are to;

* To contribute to long term improvement in the company's performance, and so support the labour cost increases which are included in the Agreement;

* To provide the means by which management and its employees can introduce flexibility at the workplace;

* To provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job-satisfaction and security of employment.

4) COMMITMENT

4.1 This Agreement was not entered into under duress by any party to it.

4.2 No employee's ordinary rate of pay shall be reduced as a result of this Agreement.

4.3 The parties agree not to pursue any extra claims against each other for the life of this Agreement.

5) PARTIES, AND SCOPE

5.1 This Agreement will be binding on New England Trading Pty. Ltd. ("the Employer") on the one hand, and the Employer's employees on the other.

5.2 This Agreement will regulate totally the terms and conditions of employment of the company's employees previously regulated by:- New England Trading Pty. Ltd. Enterprise Agreement 1994 and before the approval of that Agreement, by the:-

- * Joiners (State) Award
- * Metal & Engineering Industry (New South Wales) Award
- * Metal & Engineering Industry Remuneration (State) Award
- * Building Employees Mixed Industries (State) Award
- * Electricians &c (State) Award

and any "splinter" Awards of the above Awards.

5.3 Where there is any inconsistency between this Agreement and the Award this Agreement shall prevail to the extent of the inconsistency.

6) TERM OF AGREEMENT

This Agreement shall come into effect from the beginning of the first full pay period commencing on or after the date of approval by the New South Wales Industrial Relations Commission, and shall continue in force for two years unless terminated beforehand in accordance with s44 of the Industrial Relations Act 1996.

7) PRODUCTIVITY IMPROVEMENT & FLEXIBILITY

7.1 The parties are committed to co-operating positively to increase the efficiency, productivity, level of service and competitiveness of the enterprise to assure the continued profitability and viability of the company.

7.2 The parties are committed to seeking continuous improvement to provide more flexible working arrangements, improvement in the quality of working life, enhanced skills and job satisfaction, and to enhance the career opportunities and job security of employees in the enterprise.

7.3 The parties agree that the working party or replacement consultative mechanism established in accordance with Clause 45 of this Agreement will continue to develop means of achieving the above aims.

7.4 An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee's skill, competence and training including but not limited by duties which are incidental and peripheral to the employee's main task or function.

7.5 An instruction issued by an employer pursuant to sub-clause 7.4 hereof shall be consistent with the employer's responsibility to provide a healthy and safe working environment.

8) DEFINITIONS

8.1 "Casual Employee" means an employee who is engaged and paid as such.

8.2 "Commission" means the New South Wales Industrial Relations Commission.

8.3 "Confined Space" means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

8.4 "Employee" means a person employed under the terms and conditions of this Agreement.

8.5 "Leading hand" means an employee responsible for directing and/or supervising the work of other persons.

8.6 "Maintenance" means small carpentry, repair and renovation work.

8.7 "Operator of Explosive-Powered Tools" means an employee qualified in accordance with the applicable laws and regulations to operate explosive-powered tools.

8.8 "Prefabricated Building" means any building which is prefabricated in sections, modules or panels at a factory or yard prior to erection or siting in a permanent or semi-permanent position, including buildings or sections supplied in kit form.

8.9 "Shop work" or "Factory work" means any work performed in a workshop or factory or yard not located as an on site construction project.

8.10 "The Act" means the Industrial Relations Act 1996, as it may be amended from time to time.

9) RATES OF PAY

9.1 Except as elsewhere provided in this Agreement, the minimum rates of pay payable to an adult employee (other than an apprenticeship) shall be the total of the rate identified in paragraph (a) for the respective classification, plus the allowances prescribed in paragraph (b) of this subclause, clause 10, 11, 12, 13, 14 and 16(c) of this Agreement, where applicable.

9.1 (a)	New Rate per week.
Boilermaker	\$503.62
Joiner	\$534.21
Painter	\$499.27
Labourer	\$469.23
Electrician	\$503.63
Plumber	\$527.63
Rigger	\$534.21
Rigger (Unlicensed)	\$518.07
(b)	
Leading Hand	\$25.00



(b) A person specifically appointed to be a leading hand (as defined) and/or carrying out administrative duties in addition to work within his or her trade shall be paid an additional of \$5.00 per day above the employee's own rate. The above rate includes the special rate detailed by clause 14.0.

9.2 The rates of pay set out in subclause 9.1 (a) reflect the parties' agreement on the need for flexibility of jobs and duties in and between work areas, subject only to limitations imposed by individual skill levels. With that aim the parties agree that an employee engaged in any particular classification in this Agreement will be prepared to undertake the work and duties covered by other classifications in order to achieve real demonstrable gains in productivity efficiency and flexibility. On that basis the rates applicable to each classification are in general higher than those which would be payable pursuant to the relevant awards that cover a particular trade or occupation but for this Agreement.

9.3 The rates of pay set out in subclause 9.1(a) are inclusive of industry allowance, and all work and expense related allowance other than those specifically provided for in this Agreement.

9.4 A. Rates of Pay- Trainee Apprentices -

(a) Trainee Apprentices shall be paid a percentage of the adult trade rate set out in subclause 9.1(a) in accordance with the table below:

Year of Apprenticeship	% of Adult Rate
1st Year	42
2nd Year	56
3rd Year	73
4th Year	85

(b) Any person under 21 years of age entering a trade covered by this Agreement who has completed a pre-apprenticeship course of 36 weeks conducted by the Department of Technical & Further Education shall serve a 33 month apprenticeship and the wage shall commence at the second year rate and continue for a period of nine months, at which time the apprentice shall be progressed to the third year rate.

9.5 Adjustment

(a) During the term of this Agreement the rates of pay set out in subclauses 9.1(a),(b) & 9.4A, 10, 12, 13, 14 and 16(c) shall be adjusted for the second year by 3%.

(b) Any employee whose rate of pay at the date of registration of this Agreement is above the rate for the relevant classification set out in sub-clause 9.1(a) shall have the rate adjusted as follows:



(i) the amount by which the individual's rate exceeds the rate shown in Clause 9.1(a) at the date of registration of this Agreement will remain fixed and will not be adjusted;

(ii) the remaining part of the individual's rate, which equals the rate shown in subclause 9.1(a) will be adjusted in accordance with subclause 9.5(a) above.

(iii) the new rate of pay for the individual will be the sum of the fixed portion and the adjusted rate.

10. TOOL ALLOWANCE

10.1 All trades - \$11.07 except painters
Painter - \$4.80
Adjusted for the second year by 3%

10.2 Provided that:

Where the company provides all the tools reasonably required by the tradesperson to perform all the functions of his/her employment no tool allowance shall be payable. Further that in such cases:

(a) an employee provided with tools shall not be responsible for the loss of such tools where the loss is outside the control of the employee;

(b) an employee provided with tools of trade by the employer shall replace all or any tools of trade lost due to the negligence of the employee, provided that where the tools of trade are locked in a secure location provided by the employer, or at the employers premises, the employee shall not be held responsible for the loss.

10.3 Further provided that the company shall supply all power tools, special jigs, and consumable tool parts.

11. LICENCE/REGISTRATION ALLOWANCE

Those employees in the classifications of Electrician and Plumber will be paid a Licence/Registration allowance which shall be the amount specified from time to time for the equivalent allowance in the award which, but for this Agreement, would apply to the relevant classification. This allowance shall be paid for all purposes of the Agreement.

12. CRANE & FORK LIFT ALLOWANCE

Payment of the allowance shall be made as follows:

(a) Holder of fork lift certificate 50c per day.

(b) Holder of crane certificate \$1.50 per day.

If both certificates are held \$2.00 per day.

(c) When required to use the fork lift - 50c per day

When required to use the crane - \$1.50 per day

If both fork lift and crane are used - \$2.00 per day

Note The requirement to use is to be defined as when an employee is placed into the position of rigger or crane driver for eight (8) hours or more.

13. QUALITY ASSURANCE DUTIES

An employee who is required to carry out quality assurance/quality review functions as part thereof while so engaged shall be paid a rate of \$2.05 per day.

14. SPECIAL RATES

14.1 Level one tradesperson - \$3.00 per day.

The rate shall apply when the employee has achieved the following level of knowledge, experience and skill base.

(a) The knowledge and skill to strip, repair, prepare, assemble, paint, out-fit furniture, doors and P.C. Items - to all types of modules that are available from the Department of School Education stock of demountable school buildings. The employee shall be capable of completing the work with limited supervision, to a standard acceptable to the N.S.W. Department of Public Works & Services specification and within the companies standard time.

(b) The employee is to demonstrate a level of co-operation and leadership that could lead to future advancement.

(c) The employee ideally should have at least twelve (12) months experience in the repair of demountable school buildings.

(d) The employee should have completed four (4) year apprenticeship and the appropriate technical training course.

14.2 Asbestos & Stripping-out

(i) Employees engaged in the stripping out of demountable buildings or otherwise required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate Occupational Health Authority and where such safeguards include the mandatory wearing of protective equipment (ie combination overalls and breathing equipment or similar apparatus) such employees shall be paid 47 cents per hour extra whilst so engaged.

15. MIXED FUNCTIONS

15.1 Except as provided in sub-clause 15.2, an employee engaged for more than two hours during one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day. If for two hours or less during one day the employee shall be paid the higher rate for the time so worked.

An employee shall not be taken to be engaged on such duties unless the employee undertakes the full range of duties and responsibilities of the classification carrying the higher rate.

15.2 (a) An employee engaged on renovation or structural alterations to the employer's premises (which do not fall under the definition of maintenance), or away from the factory on construction work (as defined), or fixing work on site (as defined) shall be paid in accordance with the rates allowances and conditions prescribed in clauses 3,4,6,11,12,38, and 42 of the Building Tradesmen (State) Construction Award and Clauses 5,7,10 and 12 of the Building Tradesmen (State) Construction-1992 Expense Related Allowance Award as varied from time to time.

(b) An employee employed on work prescribed in sub-clause 15.2 (a) herein on any part of the day shall be paid the wage rate as prescribed for the whole of that day. Where such entitlement occurs on three or more days in any pay week, such employee shall be paid the wage rate as prescribed for the whole of that week.

16. HOURS

16.1 (a) The ordinary working hours shall be 152 hours over a work cycle not exceeding 28 consecutive days to be worked on the following basis:

(i) nine hours each on Monday to Friday inclusive, between the hours of- 6.30am to 4.00pm during Daylight Saving;
7.00am to 4.30pm throughout the rest of the year.

(ii) 1.4 hours of each day worked accruing as an entitlement to take 28 hours in each cycle as a rostered time off paid for as though worked.

(b) Should it be the employer's opinion that insufficient work is available, the arrangement set out in subclause (a) shall be terminated at the end of the then current 28 day cycle and ordinary hours shall be 38 per week over a cycle of 28 consecutive days, worked on the following basis:

(i) 8 hours per day Monday to Friday with 0.4 hours per day accruing as an entitlement to take one day in each cycle as a rostered day off paid for as though worked.

(ii) rostered days off may be taken by the employee on a day chosen by the employee subject to the reasonable requirements of the employer that the employee be available to enable work schedules to be met.

(c) When working under the rostering system prescribed at subclause (a) of this clause, employees shall be paid a Roster Allowance of \$13.12 per week.

(d) Each day of paid leave taken (except a rostered time or a rostered day off) and any holiday prescribed in clause 23 occurring during any cycle of 28 days shall be regarded as a day worked for accrual purposes.

(e) An employee who has not worked, or is not regarded by reason of paragraph (c) above as having worked, a complete 28 day cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

(f) Where for any reason an employee is unable to take accrued rostered time off, the employer may elect either to:

(i) pay penalty rates and provisions as prescribed for Saturday work in clause 19 - Weekend Work for the time so accrued (but the employee shall not be entitled to a day off in lieu thereof); or

(ii) direct the employee to take such accrued time in conjunction with a period of annual leave (save that such time shall not be counted in calculation of any entitlement to Annual Leave Loading).

17. REST PERIODS, MEALS AND CRIB TIMES

17.1 There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty minutes to be taken no less than four hours and no later than six hours after the commencement of work. Existing arrangements may be varied by agreement between employer and employees.

17.2 There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00am and 11.00am with an additional 5 minutes to allow employees to move from and return to the job.

17.3 When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, and employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work the employee shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the even of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

-10-

17.4 Where shift work comprises three continuous and consecutive shifts of eight hours each per day, inclusive of time worked for accrual purposes as prescribed in clauses 16 and 20, a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period of cessation of work elsewhere prescribed by this Award.

17.5 For the purposes of this clause "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 16 or 20.

18. OVERTIME AND SPECIAL TIME

18.1 All time worked beyond the ordinary time of work, inclusive of time worked for accrual purposes as prescribed in clause 16, shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.

18.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period.

This sub-clause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside the ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

18.3 If an employer requires an employee to work during the time prescribed by Clause 17 of this Agreement for cessation of work for the purpose of a meal, the employee shall allow the employee whatever time is necessary to make-up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time; provided, however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the prescribed cessation time; and provided also that if the cessation time is shortened at the request of the employee to the minimum of 30 minutes prescribed in clause 17 of this Agreement or to any other extent (not being less than 30 minutes) the employer shall not be required to pay more than the ordinary rates pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.



-11-

18.4 Overtime work performed by shift workers employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.

18.5 No apprentice under the age of 18 years of age shall be required to work overtime or shift work unless the employee so desires. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent attendance at Technical School, as required by any statute, award or regulation applicable to the employee.

18.6 When an employee, after having worked overtime and/or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with conveyance to the employee's home or to the nearest public transport.

18.7 An employee who works so much overtime

- (a) (i) between the termination of the employee's ordinary work day or shift, and the commencement of the employee's ordinary work in the next day or shift that the employee has not at least ten consecutive hours off duty between these times;
- (ii) or on Saturday, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty four hours preceding the employee's next ordinary day or shift shall, subject to this sub-clause be released after completion of such overtime until the employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

(b) If on the instruction of employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (i) For the purpose of changing shift rosters; or
- (ii) Where a shift worker does not report for duty and day worker or a shift worker is required to replace such shift worker; or
- (iii) Where a shift is worked by arrangement between the employees themselves.



18.8 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement except as provided for in subclause 18.5.

18.9 An employee who has worked continuously (except for meal or crib times allowed by this award) for 20 hours shall not be required to continue at or recommence work for at least 12 hours.

19. WEEKEND WORK

19.1 Overtime work on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.

19.2 All time worked on Sundays shall be paid for at the rate of double time.

19.3 An employee required to work overtime on a Saturday or on a Sunday shall be afforded and paid for at least three hours work on a Saturday or for four hours work on a Sunday at the appropriate rate.

19.4 An employee working overtime on Saturday or on a Sunday shall be allowed without deduction of pay, a rest period of ten minutes.

19.5 An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30-minute meal period, the time in addition to the paid 20 minutes which shall be paid at the ordinary rate of pay.

In the event of an employee being required to work in excess of a further four hours, the employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

20. SHIFT WORK

20.1 Except as otherwise prescribed in this clause, where work is performed in shifts the following conditions shall apply:

For the purposes of this clause:

"Afternoon Shift" means a shift finishing at or after 9.00pm and at or before 11.00pm.

"Night Shift" means a shift finishing after 11.00pm and at or before 7.00am.

"Early morning Shift" means a shift finishing after 12.30pm and before 2.00pm.



-13-

"Early afternoon Shift" means a shift finishing after 7.30pm and before 9.00pm.

Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time and a half and the rate for early morning and early afternoon shift shall be time and a quarter, provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purposes of this subclause.

20.2 An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day the employee works on any of the shifts referred to in subclause 20.1 at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates their services during the week, the employee shall be paid at the rate specified in subclause 20.1 hereof for the time actually worked.

20.3 (a) The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks. Provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this award.

Employees on shift work shall accrue 0.4 of one hour for each eight hour shifts worked to allow one complete shift to be taken off as a paid shift for every twenty shift cycle. This twentieth shift shall be paid for at the appropriate shift rate as prescribed by this clause.

Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 21 - Public Holidays and Holiday Work, shall be regarded as shifts worked for accrual purposes.

Except as provided above, employees not working a complete four week cycle shall be paid accrued pro rata entitlements for each shift worked on the programmed shift off or, in the case of termination of employment on termination.

The employer and employees shall agree in writing upon arrangements for rostered paid days off during the twenty day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract provided that such accumulation shall be limited to no more than five such accrued days and when taken, the days shall be regarded as days and when taken, the days shall be regarded as days worked for accrued purposes in the particular twenty shift cycle.

-14-

Once such days have been rostered they shall be taken as paid days off provided that where an employer, for emergency reasons requires an employee to work on the employee's rostered day off, then by agreement between the employer and employee the rostered day shall be taken on another day; or if this is impracticable or no agreement can be reached, the employee shall be paid, in addition to the employee's accrued entitlement, the penalty rates prescribed in subclause 20.7 herein.

(b) For the purpose of this clause an employee shall not be required to work for more than five hours without a meal break.

20.4 An employee shall be given at least 48 hours notice of a requirement to work shift work.

20.5 The hours for shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time of the previous shift.

20.6 For all work performed on a Saturday, Sunday or holiday, the provisions of clauses 16, 19, and 21 shall be applicable in lieu of the rate prescribed in this clause.

20.7 Work in excess of shift hours, Monday to Friday, other than Holidays shall be paid at double time, provided that these rates shall be based in each case on ordinary rates.

20.8 Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

20.9 The variations to this clause shall not apply so as to reduce the rates of pay and/or conditions of work of any employee.

21. PUBLIC HOLIDAYS AND HOLIDAY WORK

21.1 An employee, other than a casual employee (as defined) shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

New Years's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Queens Birthday; Eight Hour Day or Labour Day; Christmas Day; Boxing Day or such other day as is generally observed in the Newcastle area as a substitute for any of the said days respectively.

21.2 In addition to the holidays prescribed in 21.1 of this clause employees shall be entitled to the following additional public holidays:

(a) New England Trading Social Day. The date of which shall be set by agreement between the employer and employees, save that if no agreement can be reached, the holiday shall be the day after the New Year's Day or substitute public holiday as the case may require.

(b) Newcastle Show Day, as gazetted in the New South Wales Government Gazette, when that day occurs on an employee's ordinary working day.

21.3 Where an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or in the locality of Newcastle, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday, for the purposes of this agreement for employees of the company. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

21.4 All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half. An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

21.5 An employee shall not be entitled to receive payment for such public holidays unless the employee has worked as required by the employer the working day immediately before and the working day immediately after such a holiday, or is absent with the permission of the employer or is absent with reasonable cause. Absences arising by termination of employment by the employee shall be reasonable cause.

21.6 All work performed on the day after Good Friday shall be paid for at the rate of double time and a half. An employee required to work on the Saturday following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

22. FARES AND TRAVELLING TIME

Where an employee is required to carry out construction work as defined, such employee shall be paid the fares and travelling allowances prescribed as per clause 15 of the Building Tradesmen (State) Construction Award and Clause 10 of the Building Tradesmen (State) Construction 1992 Expense Related Allowances Award.



23. MEAL ALLOWANCE

23.1 An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by the employer an amount of \$7.70 to meet the cost of a meal.

23.2 The amount prescribed in subclause 23.1 shall be adjusted at the same time and in the same manner as prescribed under clause 9.5.

24. CASUAL EMPLOYMENT

Casual employees as defined may be employed under the terms of this Agreement subject to this clause.

24.1 Engagement shall be by the hour with a minimum daily engagement of 7.6 hours.

24.2 Termination of employment shall be by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.

24.3 An employee shall not be employed as a casual employee for more than twelve weeks provided however, that such period may be extended to meet the following circumstances:

- (a) exceptional work demands;
- (b) relieving an employee who is on extended leave or workers compensation.

24.4 For each ordinary hour worked, a casual employee shall be paid the hourly equivalent of the appropriate weekly wage prescribed by this award for the class of work performed plus an additional 20 per cent of that hour rate. Such loading is in lieu of annual leave, public holidays not worked, sick leave, and bereavement leave, prescribed for other employees under this Agreement.

25. PART-TIME EMPLOYMENT

25.1 Before establishing part-time employment the company shall consult with the company's employees at least 10 days before any such arrangement is implemented.

25.2 An employee may be engaged by the week for work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

25.3 An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 9 for the classification in which the employee is engaged.



25.4 An employee engaged on a part-time basis shall be entitled to all other benefits available to full-time employees arising under this award on a proportional basis depending on the number of ordinary regular hours worked per week.

25.5 A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Clause 18- Overtime and Special Time- of this award.

25.6 Employees already employed by the company may by agreement with the company change from full-time to part-time work, and such employee's conditions of employment shall be subject to this clause during any period of part-time employment.

25.7 Such an employee shall have the right to return to the position held immediately before commencing part-time employment, and any period of part-time work shall not break the employee's continuity of employment.

25.8 A former full-time employee transferring to part-time employment in accordance with this clause shall be paid for and take any annual leave accrued in respect of a period of full-time employment as provided for under this agreement as if the employee were working full-time in his or her former position.

25.9 A full-time employee is to be paid and take any annual leave accrued during a period of part-time employment under this clause as if the employee were working part-time in the position held immediately before recommencing full-time work, save that by agreement between the company and the employee the period over which such leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

25.10 An employee working part-time under this clause is to have sick leave entitlements converted into hours, and when this entitlement is used the employee is to be debited for the ordinary hours that the employee would have worked during the period of absence.

26. PAYMENT OF WAGES

26.1 All wages due shall be paid and be available not later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday mutually acceptable alternative arrangements shall be made.

26.2 All rates, allowances and other monies shall be paid by direct to the account of an approved financial institution as agreed between the employer and the employee.



26.3 Subject to subclause 26.1 and employee who, due to circumstances within the company's control, does not receive his/her wages due by the cessation of ordinary hours of work on the Thursday of each week shall be paid in waiting time at overtime rates, with a minimum of a quarter of an hour, until such time as the wages are paid, up to a maximum payment of eight hours.

27. TERMINATION OF EMPLOYMENT

27.1 Except as elsewhere provided an employee shall be engaged by the week.

27.2 Unfair Dismissals

(a) Termination of employment by the Company will not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment includes termination with or without notice.

Without limiting the above, unless a distinction, exclusion or preference is based on the operational requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin will constitute a harsh, unjust or unreasonable termination of employment.

Disputes Settlement Procedures - Unfair Dismissals

(a) Subject to the provisions of Part 6 Chapter 2 of the Industrial Relations Act 1996, any dispute or claim arising under paragraph 27.2 (a) should be dealt with in accordance with clause 41 of this Agreement.

27.3 Termination of Employment

Notice of Termination of Employment

(a) (i) Except as provided in subparagraph (v) below, when terminating the employee the company shall give the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years.	2 weeks
3 years and up to the completion of 5 years.	3 weeks
5 years and over.	4 weeks

(ii) In addition to this period of notice, employees over 45 years old at the time of giving notice and who have two years or more continuous service will be entitled to an additional weeks notice.

(iii) Payment in lieu will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice and part payment in lieu thereof.

-19-

(iv) Any payment in lieu of notice will be calculated on the basis of the wages an employee would have received for the ordinary time he or she would have worked during the period had his or her employment not been terminated.

(v) The above periods of notice will not apply in the case of dismissal for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty, or the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

Notice of Termination By Employees

(b) The notice of termination required to be given by an employee will be the same as that required for the company, except that employees over 45 will not be required to give an additional weeks notice.

If an employee fails to give notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off During Notice Period

(c) Where the company has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay to seek other employment. The time off will be taken at times that are convenient to the employee after consultation with the company.

Statement of Employment

(d) The company will, upon request from an employee whose employment has been terminated, give the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

Summary Dismissal

(e) Notwithstanding the above notice provisions the company will have the right to dismiss any employee without notice for conduct which justifies instant dismissal, including malingering, inefficiency or neglect of duty. In such cases the wages will be paid up to the time of dismissal only.

Absence from Duty

(f) An employee who does not attend for duty will lose pay for the actual period of non attendance, unless the employee has given or received notice in accordance with paragraph (a) or (b) of this subclause, or is absent on paid leave or with the company's permission.



Abandonment of Employment

(g) (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the company and without notification to the company will be prima facie evidence that the employee has abandoned employment.

(ii) If within fourteen days from the employee's last attendance at work, or at the date of the last absence in respect of which notification has been given or consent has been granted, an employee has not established to the company's satisfaction that the absence was for a reasonable cause, the employee will be deemed to have abandoned employment.

(iii) Termination of employment by abandonment in accordance with this paragraph will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of last absence in respect of which notification was given to the employer, whichever was the later.

27.4 Termination of Employment of Apprentices

Two weeks notice of the termination of employment of trainee apprentices shall be given by either party; provided that in the event of either party being dissatisfied an appeal may be made to the Vocational Training Board.

28. REDUNDANCY

28.1 Discussions Before Termination

(a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 28.1(a) hereof and shall cover, entirely, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the employees concerned.



(c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the period over which the terminations are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interest.

28.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 28.1(a) hereof the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

28.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause 27.3 and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 28.1(a) hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<u>Years of Service</u>		<u>Entitlement</u>
0-1		Nil
1-2		1 Weeks
2-3	additional	2 Weeks
3-4	additional	3 Weeks
4-5	additional	3 Weeks
5-6	additional	4 Weeks
6-7	additional	4 Weeks

plus an extra 25% of the relevant payment where the employee is aged 45 or over.

(a) "Weeks pay" means the ordinary time rate of earnings for the employee concerned.



28.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 28.1 (a) hereof may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

28.5 Alternative Employment

The company may, in respect of particular employees, make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

28.6 Time off During Notice Period

(a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purposes of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview in order to receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

28.7 Superannuation Benefits

Subject to further order of the Commission where an employee who is terminated is eligible for a benefit from a redundancy/superannuation scheme, he or she shall only receive under subclause 28.3 the difference between the severance pay specified in that subclause and the amount of the redundancy benefit he or she receives which is attributable to employer contributions in excess of those provided for under this Award. If this excess superannuation benefit is greater than the amount due under subclause 28.3 then he or she shall receive no payment under that subclause.

28.8 Transmission of Business

(a) Should the business of the company before or after the date of this agreement be transmitted from the company (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:



(i) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

(ii) the period of employment which the employee has had with the transmittor or any prior transmitter shall be deemed to be service of the employee with the transmittee.

(b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

28.9 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on the company in such cases will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

28.10 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, nor shall it apply in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

28.11 Employers who employ less than 15 employees

Subject to an order of the Commission, this clause shall not apply should the company employ fewer than 15 employees at the time the redundancy situation arises.

28.12 Incapacity to pay

In respect of any particular redundancy situation, the company may make application to the Commission to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.

29. ANNUAL LEAVE

29.1 Period of Leave

Subject to the provisions of Sub-Clauses 29.2, 29.4 and 29.5 of this Clause, a period of twenty-eight (28) consecutive days, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees, after twelve (12) month's continuous service (less the period of annual leave) with an employer.



Provided that where a rostered day off, as prescribed in clause 16 or 20, falls during the period annual leave is taken, payment of accrued entitlements for such day shall be made in addition to annual leave payments prescribed in subclause 29.7(b) herein.

29.2 Method of Taking Leave

Either twenty-eight (28) consecutive days, or two separate periods of not less than seven (7) consecutive days in all cases exclusive of any public holidays occurring therein, or if the worker and the employer so agree, in either two, three or four separate periods and not otherwise, shall be given and taken within six (6) months from the date when the right to annual leave accrued.

29.3 Leave Allowed Before Due Date

(a) The employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances, the qualifying period of further annual leave shall not commence until the expiration of twelve (12) months in respect of which the leave so allowed was taken.

(b) Where the employer has allowed an employee to take annual leave pursuant to Subclause 27.3 (a) hereof and the employee's services are terminated (by whatsoever clause) prior to the employee completing the twelve (12) months continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of twelve (12) months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-fifty-second of the amount of wages paid on account of the annual leave.

29.4 Proportionate Leave on Termination

Where an employee has given five(5) working days or more continuous service, inclusive of any day off as prescribed by clause 17 and 23 (excluding overtime), and either leaves employment or employment is terminated by the employer the employee shall be paid one-twelfth of an ordinary week's wages in respect of each completed five (5) working days of continuous service with the company for which leave has not been granted or paid for in accordance with this Agreement.

29.5 Broken Service

Where an employee breaks continuity of service by an absence from work for any reason other than a reason set out in 29.6 hereof, the amount of leave to which the employee would have been entitled under 29.1 hereof shall be reduced by one-forty-eight for each week or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the employee would have been entitled under 29.4 hereof shall be reduced by one-twelfth of a week's pay for each week or part thereof during which any such absence occurs.

Provided, however, than no reduction shall be made in respect of any absence unless the employer informs the employee in writing of the employers intention to do so within fourteen (14) days of the termination of the absence.

29.6 Calculation of Continuous Service

For the purpose of this Clause, service shall be deemed to be continuous notwithstanding an employee's absence from work for any of the following reasons:

- (a) Illness or accident up to maximum of four (4) weeks after the expiration of paid sick leave;
- (b) Bereavement leave;
- (c) Jury service;
- (d) Injury received during the course of employment and up to a maximum of twenty-six (26) weeks for which workers' compensation was received.
- (e) Where called up for military service of up to three (3) months in any qualifying periods;
- (f) Long Service Leave;
- (g) Any reason satisfactory to the employer or in the event of dispute, to the Commission.

Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within twenty-four (24) hours of the time when the employee was due to attend for work or as soon as practicable thereafter of the reason for the absence and probable duration thereof.

29.7 Payment for Period of Leave

- (a) Each employee, before going on leave, shall be paid in advance the wages which would ordinarily accrue to the employee during the currency of the leave.

Annual Leave Loading

- (b) In addition to the payment prescribed in paragraph (a) hereof, and employee shall received during a period of annual leave a loading of 17.5% calculated on the rates, loadings, and allowances prescribed by Clauses 9,10 and 11 and leading hand rates as prescribed by Clause 9 if applicable. The loading prescribed above shall also apply to proportionate leave on lawful termination.

29.8 Service Under Previous Award or Agreement.

- (a) For the purpose of calculating annual leave, the service of the employee prior to the operative date of this Agreement shall be taken into account but an employee shall not be entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof) has been allowed or made under any previous award or agreement.

(b) Subject to paragraph (a) of this subclause, an employee's entitlement to annual leave under the terms of a previous award shall be preserved as at the operative date of this agreement and shall become the employee's entitlement under the terms of this agreement, save that accruals of annual leave after the operative date of this agreement shall be in accordance with subclause 29.1 of this clause.

29.9 Annual Close Down

Notwithstanding anything contained in this Agreement, the employer when giving any leave in conjunction with the Christmas-New Year holidays may, at the employer's option, either:

(a) stand off without pay during the period of leave any employee who has not yet qualified under 29.1 hereof; or

(b) stand off without pay during the period of leave any employee who has not qualified under 29.1 hereof and pay (up to the period of leave then given) at a rate of one-twelfth of any ordinary week's wages in respect of each 38 hours continuous service (excluding over-time).

Provided that where the employer at its option decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, the employer shall give at least two (2) months' notice to the employees of the employer's intention to do so.

29.10 Commencement of Leave - Distant Jobs

If an employee is still engaged on a distant job when annual leave is granted and the employee returns to the place of engagement, or if employed prior to going to country work the place regarded as the headquarters, by the first reasonable means of transport, the employee's annual leave shall commence on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

30. SICK LEAVE

30.1 (a) An employee other than a casual employee (as defined) who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by Workers' Compensation, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

(i) He/She shall within 24 hours of the commencement of such absence inform the employer of his/her 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.

(ii) He/She shall prove to the satisfaction of the employer (or in the event of dispute the Commissioner) that he/she was unable to account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iii) An employee during his/her first year of employment with an employer shall accumulate a sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of his/her first year of employment, provided that such employee will be entitled to a minimum of 1 week's paid sick leave whether accumulated or not, but such payment is to be deducted from subsequent accumulated entitlements.

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he/she has already been allowed paid sick leave on two occasions for one day only, or two (2) consecutive days or more shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury. Provided that the employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this subclause shall limit the employer's rights under 30.1 (a)(11) hereof.

(c) Sick leave with the employer shall accumulate from year to year so that any balance of the period specified in 30.1 (a)(iii) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by the employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of ten years but for not longer from the end of the year in which is accrues.

(d) Cash out of leave shall be allowed in accordance with;

- (i) All previous accrued leave to be preserved;
- (ii) Cash out to be last pay period of each year;
- (iii) Cash out to be voluntary;
- (iv) Cash out to apply to remaining days from the first five (5) days. ie days 1 to 5; or any one year
- (v) Must accrued days 6 to 10 each year.



31. PERSONAL/CARERS LEAVE

Use of Sick Leave -

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlements provided for in clause 30, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

(i) the employee being responsible for the care of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence,

the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

31.2 Unpaid Leave for Family Purpose -

(a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 31.1 of this clause, who is ill.

31.3 Annual Leave -

(a) An employee may elect, with the consent of the employer and subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shut down period provided for elsewhere under this award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

31.4 Time off in Lieu of Payment for Overtime -

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

(b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

(c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

(d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

31.5 Make-up Time -

(a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.



31.6 Rostered Days off -

(a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.

(b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amount.

(c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

(d) The subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

32. BEREAVEMENT LEAVE

32.1 An employee shall on the death of a spouse, parent, parent-in-law, brother, sister, child or stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work.

32.2 Proof of such death shall be furnished by the employee to the satisfaction of employer.

32.3 Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the Clause applies, and that any dispute as to the granting of unpaid bereavement leave may be dealt with in accordance with Clause 41.

32.4 For the purposes of this Clause, "spouse" shall include a person who lives the employee as a de facto spouse.

33. LONG SERVICE LEAVE

See Building & Construction Industry Long Service Leave Payment Act 1986 or the Long Service Leave Act 1955.

34. JURY SERVICE

An employee required to attend for jury service shall be entitled to have his/her pay made up by the employer to equal the employee's ordinary pay as for eight (8) hours (inclusive of accrued entitlements prescribed by clause 16 or 20) per day plus fares whilst meeting this requirement. The employee shall give to the employer proof of his/her attendance and the amount received in respect of such jury duty.

35. COMPENSATION FOR CLOTHES AND TOOLS

35.1 An employee whose clothes, spectacles, hearing aids or tools have been accidentally spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered as may be agreed upon with the company.

35.2 An employee shall be reimbursed by the company to a maximum of \$992.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the company's direction in a room or building on the company's premises, or job site or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

35.3 Provided that for the purpose of this Clause

(a) Only tools used by the employee in the course of employment shall be covered by this Clause;

(b) The employee shall, if requested to do so, furnish the employer with a list of tools so used;

(c) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;

(d) The employee shall report any theft to the police prior to making claim on the employer for replacement of stolen tools.

36. PROTECTION OF EMPLOYEES

36.1 After an employee has completed three (3) months employment, the company shall provide all necessary protective clothing and safety footwear, which items shall be replaced on a needs basis. Where there is any dispute as to whether an item needs to be replaced the dispute shall be submitted to the first-aid officer whose decision on the matter shall be final.

36.2 This agreement shall not override the obligations of the company to comply with the provisions of the Factories, Shops and Industries Act 1962 or the Construction Safety Act 1962 of the Parliament of New South Wales.

37. AMENITIES

37.1 The Company shall provide reasonably accessible boiling water at meal times and rest periods and cool clean drinking water shall be provided at all times in a reasonably accessible place.

37.2 Provided that this agreement shall not apply in respect of any other area of amenities subject to the legislation listed in Clause 36.



38. FIRST AID

An employee who is a qualified first aid person and is appointed by the employer to carry out first aid duties in addition to their usual duties shall be paid a additional rate of \$6.41 per week.

39. RIGHT TO DEDUCT PAY

Notwithstanding any other provision of this Agreement, in cases where employees cannot be usefully employed because of any strike by or participation in any strike by members of any union; or because of any strike by members of any union employed buy the employer; or because of any strike by or participation in any strike by any other union, organisation or association or by any branch thereof; or because of any stoppage of work for any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible. The employer may apply stand down provisions.

40. CONSULTATIVE MECHANISM

40.1 A formal consultative mechanism will be established which shall include representatives of both employer and employees, the form of which (including the numbers of representatives of each party) shall be agreed between the parties.

40.2 The objectives of this mechanism shall be to provide a forum for discussion and, as far as possible and necessary, resolution of:

(i) any matters which, under the terms of this Agreement, are to be discussed between employer and employees;

(ii) positive steps to increase the efficiency and productivity of the enterprise in accordance with Clause 7 of this Agreement;

(iii) in accordance with Clause 41 of this Agreement - Settlement of Disputes between employee and employer;

(iv) any other matters which, by mutual agreement, the parties wish to be dealt with in that forum.

(c) The consultative mechanism established under this clause shall establish and have control of its own procedures, save that decisions shall be arrived at by consensus and not by majority vote, and shall be in the form of recommendations to the employer.

41. SETTLEMENT OF DISPUTES

Any dispute or claim as to wages and/or conditions of employment of any employee of the company shall be settled in the following manner:



(a) Where any claim, dispute or grievance arises at any place of work the aggrieved employee shall raise the matter with the immediate supervisor or foreperson.

(b) If the matter is unresolved it shall be referred to the consultative Committee which shall discuss the matter as soon as possible.

(c) If the matter remains unresolved it may then be referred, if the Consultative Committee so resolves, to the Branch/State Secretary of employee representative level.

(d) In the event that the Committee decide not to refer the matter to the Union or if after such referral the matter remains unresolved, it shall be referred to the Industrial Relations Commission for resolution.

(e) Without prejudicing either party as to final settlement, normal work shall continue throughout the above procedures save and except for issues of genuine safety.

(f) The above procedures are established and agreed to between the parties in order to minimise the effects of industrial disputes and is entered into a measure and commitment to this effect without limiting the rights of either.

42. POSTING OF AGREEMENT

A copy of this Agreement shall be posted and kept posted by the company in a prominent place on the company's premises accessible to the employees.



NEW ENGLAND TRADING PTY LTD ENTERPRISE AGREEMENT 1997

Signed for and on behalf of
New England Trading Pty Ltd

[Signature]
.....
C.R. CARPENTER.
.....
(Name in block letters)

In the presence of

[Signature]
.....
D.G. HARVEY.....
.....
(Name in block letters)

Signed by the Employees:

Signed: *[Signature]*
.....
JASON RITERS
.....
(Name in block letters)

Classification: PAINTER.....

Signed: *[Signature]*
.....
A. HAMPSON
.....
(Name in block letters)

Classification: JOINER.....

Signed: *[Signature]*
.....
COREY MCBEATH
.....
(Name in block letters)

Classification: BOILERMAKER.....

Signed: *[Signature]*
.....
P. REBRIK
.....
(Name in block letters)

Classification: JOINER.....

Signed: *[Signature]*
.....
DAVID ALLPORT
.....
(Name in block letters)

Classification: BOILERMAKER.....

Signed: *[Signature]*
.....
D. Edwards
.....
(Name in block letters)

Classification: U/H Electrician.....

Signed: *[Signature]*
.....
MICHAEL ROSS
.....
(Name in block letters)

Classification: PLUMBER.....

Signed: *[Signature]*
.....
Peter Winter
.....
(Name in block letters)

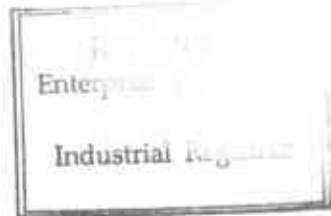
Classification: L.H. PAINTER.....

Signed: *[Signature]*
.....
Jeff Coles
.....
(Name in block letters)

Classification: Joiner.....

Signed: *[Signature]*
.....
GERD PETER STUHR
.....
(Name in block letters)

Classification: PLUMBER.....



Signed: Steven Devon
.....
Steven Devon.
.....
(Name in block letters)

Classification: labourer.....

Signed: CAVIN J EVANS
.....
CAVIN J EVANS
.....
(Name in block letters)

Classification: labourer.....

Signed: L. ODGUKS
.....
L. ODGUKS
.....
(Name in block letters)

Classification: CRANE DRIVER.....

Signed: B. MCKEWIN
.....
B. MCKEWIN
.....
(Name in block letters)

Classification: RIGGER.....

Signed: JOHN BORRELLI
.....
JOHN BORRELLI
.....
(Name in block letters)

Classification: CLEANER.....

Signed:
.....
(Name in block letters)

Classification:
.....