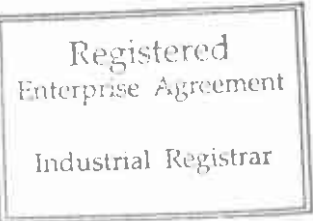


**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/58

TITLE: Kingswood and Newington Depots (Security Services) Enterprise Agreement 1997

I.R.C. NO: 98/209

DATE APPROVED/COMMENCEMENT: 30 January 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees of Valewest Pty Ltd and Oakgold Pty Ltd employed at Kingswood &/or Newington Naval Depots

PARTIES: Oakgold Pty Ltd and Valewest Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch



to the information in the usual course of his/her duties, advice will be made via post or telephone.

- 3.2.5 No employee may work more than sixty two (62) ordinary hours, nor more than six (6) shifts of ordinary time in any period of seven (7) consecutive days without the payment at the rate provided for Involuntary Additional Hours.
- 3.2.6 No more than one shift shall be rostered to commence during any period of 24 consecutive hours.
- 3.2.7 Rostering of Permanent Part-Time employees will be effected in accordance with the provisions set out in Clauses 2.1 (Permanent Part-Time Employment).

3.3 Minimum Engagements

The minimum number of hours that can be rostered for any one engagement for Part-Time Security Officers and Casual Security Officers is three (3) hours. Where such an employee is physically not required for at least three (3) hours work, they will be paid as if they had been.

- 3.3.1 If a Full-Time Security Officer works additional hours in accordance with Clause 3.4 (additional shifts) he or she will be paid for a minimum engagement of 3 hours unless the hours in question flow continuously from the end of their rostered hours.
- 3.3.2 If an employee is required to attend an interview with Management for disciplinary reasons, a minimum payment of two (2) hours will be made for time spent on site.

3.4 Additional Shifts

Where an employee voluntarily elects to work additional shifts in excess of their rostered number of hours such additional shifts will be paid for at rate prescribed in Clause 2.5.1 for "Voluntary Additional Hours" and in accordance with Appendix B. For all other additional hours and/or shifts worked to meet the requirements of the Company the rate payable will be the rate prescribed in Clause 2.5.1 for "Involuntary Additional Hours".

3.5 Rest Periods

A rest period of 30 minutes is available to all employees working a period in excess of 4 hours in duration. Where practicable, the rest period will be taken between the fourth and fifth hours after the time of commencement of each shift. Time allowed as a rest period will be regarded as time worked and will be paid for as such, provided that employees recognise that in accordance with operational needs they will be "on call" throughout the period and will remain at post.

- 3.5.1 Provided that in the case of Full-Time employees working a 12 hour shift, two (2) rest periods of 20 minutes duration each are available. Where practicable, the first rest period will be taken between the second and fourth hours after the time of commencement of the shift and the second between the eighth and tenth hours after the time of commencement of the shift. These breaks may not occur concurrently and employees will be 'on call' throughout them and shall remain at post.



3.6 Pre-shift Briefing

In the interests of smooth transition between shifts, where the Company requires that a Security Officer report to their work site for briefing and/or the transfer of equipment prior to the commencement of his or her shift, such briefing will be carried out at no extra cost to the Company provided the briefing time does not exceed 5 minutes. If the Company requests the Security Officer to report for briefing more than 5 minutes prior to the commencement of the Security Officer's shift, the Security Officer shall be entitled to additional pay at the Consolidated Hourly Rate for such excess time. Five minute brief time has been taken into consideration to establish the rates of pay set out in this Agreement.

3.7 Dual Posts

Employees by agreement with the Company may work at more than one post per day. Travel time between the locations will be counted as time worked.

3.8 Travelling Expenses

If a Security Officer is required, in the course of his/her work, to remain away from home overnight, he/she shall be reimbursed by the Company for all reasonable expenses actually incurred in obtaining board and accommodation, providing prior approval is obtained from his/her Supervisor.

3.9 Shift Hours

In all cases shifts shall be continuous and time shall start from the commencement of employment duties and shall continue until employment duties have ceased. For the purpose of this clause, employment duties include the collection and return of any equipment required by the employee to carry out duties as directed by the Company.

3.10 Break Between Shifts

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight hours off duty between those times shall be released after completion of such overtime until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such an employee resumes or continues work without having had eight hours off duty the employee shall be paid at the Involuntary Additional Hours rates until released from duty for eight hours and such employee shall then be entitled to be absent until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

Part 4 - Leave

4.0 Annual Leave

All employees shall be entitled to four (4) weeks annual leave per annum in accordance with the NSW Annual Holidays Act 1944. In addition, employees employed as seven day shift workers (as defined) shall be entitled to an extra week's leave (38 hours) per year. Annual Leave (including all existing accrued leave) will be converted to hours for the

sake of consistency and be paid at the consolidated rate of pay for the appropriate classification as per Clause 2.5 (Remuneration).

4.0.1 In the case of all employees the five (5) weeks annual leave will equate to one hundred and ninety (190) hours to be taken in accordance with the employees actual roster of ordinary hours worked.

4.0.2 Annual leave becomes available to be taken on the anniversary of each year of employment with the Company. Leave must be taken in one of the following ways within six (6) months of falling due:

- One (1) continuous period of accrued entitlement.
- Two (2) separate periods of equal duration
- Up to four (4) single day absences (may be grouped together) and one (1) period of the remaining duration.
- Such other arrangements by mutual agreement between the Company and the employee.

4.0.3 Part-Time employees will be entitled to pro-rata annual leave based on their actual hours of work. If hours are not regular, the average over the preceding 12 months will be used as the basis for calculation.

4.0.4 Rate of Pay During Annual Leave

Employees absent from work on approved annual leave will be paid at whichever is the greater of either the appropriate hourly rate for the ordinary rostered time the Security Officer would have been working had he/she not been on annual leave or the average rostered hourly rate earned by the employee during the previous twelve (12) months (excluding in both cases any additional shifts/hours worked by the employee). Furthermore, all employees will receive the additional "While on Annual Leave" rate shown under Clause 2.5.1 of this Agreement when on annual leave, to compensate them for the loss of opportunity for working additional shifts.

4.1 Sick Leave

An employee (except a Casual) rostered in advance to work a particular day who is unable to attend for duty during rostered working hours on that day by reason of personal illness or incapacity is entitled to be paid at the Monday-Friday rate applicable to the grade for such rostered hours applicable to the time of such non attendance (excluding additional rates paid as a result of a Public Holiday) subject to the following conditions and limitations:

4.1.1 Paid Leave is not available for any period in respect of which an employee is entitled to Workers' Compensation.

4.1.2 During the first year of employment an employee shall be entitled to a maximum of 38 hours paid sick leave on the basis of 7.6 hours of paid sick leave for each completed two months' service.

4.1.3 During the second and each subsequent year of service an employee shall be entitled to a maximum of 76 hours of paid sick leave per year of service.

4.1.4 Injury at work

Notwithstanding any other provisions of this clause, an employee suffering injury through an accident arising out of and in the course of such employee's employment necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the Company for all expenses reasonably incurred in connection with such attendance and expenses shall include fares.

4.1.5 An employee unable to attend for work on account of personal ill health or incapacity is required to notify the Company not less than three (3) hours before the commencement of their scheduled shift. Failure to advise the Company in this manner, without good reason, will render that particular shift absence unpaid.

4.1.6 In order to attract payment for sick leave, absences must be supported by the provision to the Company of:

- (i) in the case of the first two single day absences in any given year a statutory declaration stating the reason for absence;
- (ii) in the case of all other absences, medical certificates signed by a duly qualified medical practitioner.
- (iii) where a Public Holiday falls on, immediately before, or immediately following a day taken as sick leave, a doctor's certificate must be provided.



4.1.7 **Accumulation**

The rights under this clause shall accumulate from year to year so that any part of the sick leave entitlements which has not been allowed or paid out pursuant to Clause 4.1.5 of this agreement in any year may, subject to the conditions prescribed by this clause shall be allowed by the Company in any subsequent year of employment.

4.2 **Long Service Leave**

Employees covered by this Agreement are entitled to Long Service Leave as per the NSW Long Service Leave Act 1955.

4.3 **Bereavement Leave**

Subject to notice being given and adequate proof of death being provided, an employee (except a casual) is entitled to a maximum of two (2) days/shifts paid leave on the death of a spouse, de facto spouse, father, mother, brother, sister, parent-in-law, grandparents, grandchildren, child or step-child, son-in-law or daughter-in-law. Provided that an employee is not entitled to leave under this clause in respect of any period which coincides with any other entitlements to leave under this Agreement or otherwise.

4.4 **Parental Leave**

Employees are entitled to Parental Leave in accordance with the provisions of Part 4 and Part 5 of Chapter 2 of the *Industrial Relations Act 1996*. These provisions relate to maternity, paternity and adoption leave.

4.5 **Jury Service**

An employee (except a casual employee) is entitled to leave of absence during any period when required to attend for Jury Service. Such employees will be reimbursed by the Company an amount equal to the difference between the Jury Service fees and the normal rate of pay as if working.

4.5.1 An employee must notify the Company as soon as possible of the date upon which attendance is required. Further the employee will give the Company proof of attendance, the duration of such attendance and the amount received in Jury Fees.

4.5.2 Jury Service Leave is not available for any period in respect of which an employee is already on annual leave.

4.6 **Leave To Attend Court**

If it is necessary for an employee to attend a court on the Company's or Company's client's behalf in connection with any matter arising out of or in connection with an employee's duties, the employee, if working night shift, will be rostered off duty for the night shift immediately following the court attendance but be paid as if he/she had worked. Day shift employees will be paid for the shift they would have been working had they not been attending court. If an employee attends on a day they are not normally rostered to work, they will be paid for time spent in court, plus reasonable travelling time at the ordinary rate of pay.

4.7 Public Holidays

The days on which the following holidays are observed shall be holidays under this Agreement, namely:- New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and an additional public holiday (being the first Monday in August) and any day which may hereafter be proclaimed a public holiday throughout the State.

- 4.7.1 Should the Government vary any of the above public holidays during the term of this Agreement, the public holiday rates of pay set out in Clause 2.5 (Remuneration) will apply accordingly.
- 4.7.2 Employees who are rostered for duty on the day on which a holiday falls and who are required to attend for duty on that day will be entitled to payment at the public holiday rates set out in Clause 2.5 (Remuneration) for all hours actually worked between 0001 and 2359 on that holiday.
- 4.7.3 Employees not normally rostered to work on the day on which a holiday falls will not receive payment for such day.
- 4.7.4 Employees rostered to work on a day on which a holiday falls but not required to attend for duty will be paid the ordinary rate of pay for those hours, as if the day was not a holiday.
- 4.7.5 Once a roster is set the Company will not alter the roster with the objective of disadvantaging an employee in relation to public holiday entitlements.

4.8 Special Paid Family Leave

- 4.8.1 An employee with responsibilities in relation to their dependent child or children or to other members of their immediate family who need their care and support shall be entitled to special family leave for absences relating to illness of the family member.
- 4.8.2 Such employees shall include a part-time employee but shall not include an employee engaged in casual or seasonal work.
- 4.8.3 An employee shall not be entitled to special family leave unless he/she has had no less than 30 days continuous service with the Company immediately preceding the date upon which the employee is absent on such leave.
- 4.8.4 If the Company requests proof of the employee's responsibility for the family member in subclause 4.8.1, the employee shall provide written evidence in the form of a birth certificate, letter from adoption agency, statutory declaration or other letter of authority, or in respect of leave taken pursuant to this clause for the purpose of caring for a sick family member, a doctor's certificate indicating the employee is required to care for that sick family member.
- 4.8.5 An employee shall be entitled to be paid for absences related to special family leave up to 5 days per year.



- 4.8.6 The period of paid special family leave specified in subclause 4.8.5 shall not be increased where an employee is responsible for more than one member of their immediate family who need their care and support.
- 4.8.7 Special paid family leave will not be cumulative from year to year.
- 4.8.8 Special paid family leave will be in addition to the employee's existing paid sick leave, holiday leave and other entitlements, paid and unpaid.
- 4.8.9 Special paid family leave will not be available to employees who are on parental leave, including maternity leave, paternity leave or adoption leave.
- 4.8.10 Where possible, the employee shall give the Company notice prior to the absence of the intention to take special paid family leave, the name of the child or member of the immediate family and their relationship to the employee, the reasons for taking special paid family leave, and the estimated length of absence.
- 4.8.11 If it is not possible for the employee to give notice in advance of being absent, the employee will notify the Company by telephone of such absence at the first opportunity on the day of absence, as in subclause 4.8.10.
- 4.8.12 All absences relating to a family member's illness will be supported by a medical certificate if the absence is for more than one day.
- 4.8.13 For the purposes of this clause "one day's leave" equates to an absence from duty for a period equal to the duration of the shift which the employee would otherwise have worked on the day of the absence.

PART 5 - OTHER CONDITIONS

5.0 Payment of Wages

Wages will be paid weekly or fortnightly by electronic funds transfer into an employee nominated bank account. Payment will be effected within three (3) office working days of completion of each fortnightly pay cycle, not later than Thursday in the week. Any decision to change from weekly to fortnightly pay, or fortnightly to weekly, must be preceded by written notice to employees giving two months in advance of an intention to change.

- 5.0.1 If a Full-Time employee's hours vary over a roster cycle, wages may be paid according to a weekly average which will ensure regularity and consistency of income. Employees shall be advised in writing of the method being used and once so advised the method shall not be changed without prior written notification to the employee.
- 5.0.2 The Company shall specify the day upon which wages shall be paid into a bank or other account. Any employee who is not paid on such day shall be paid at the rate prescribed in Clause 2.5.1 for "Involuntary Additional Hours" for all time subsequently worked until payment is made.

5.0.3 The Company may pay wages to casual employees on a weekly or fortnightly basis at the time and place specified for permanent employees.

5.0.4 Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within forty-eight hours of notification by the employee to the Company's pay office. Where such underpayment or error is not corrected within forty-eight hours then waiting time as provided by subclauses 5.0.2 shall apply. For the purpose of this subclause, "forty-eight hours" shall mean hours which fall Monday to Friday inclusive.

5.0.5 Excess Payments

Where a payment in excess of the employee's entitlement is made in error then the Company shall notify the employee of the error at the earliest opportunity and the Company and the employee shall reach agreement as to the period over which the excess payment shall be re-paid. In such cases the employee shall authorise the necessary deductions in writing and the employee's pay-slips shall then show the amount deducted each pay period and the amount of excess payment which remains to be repaid. In the event that agreement cannot be reached the excess payment shall be repaid in equal instalments over a period of one year.

5.06 Pay Slips

Pay slips for all employees shall be available to be collected from the employee's normal work site by the end of the week (as defined) in which the pay is received.

5.1 **Termination of Employment**

The rights and responsibilities for termination of employment are subject to the following provisions:

5.1.1 Casual Employees

The employment of a casual employee may be terminated by one hour's notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, of one hour's wages in lieu thereof.

5.1.2 Probationary Employees

The employment of a probationary employee may be terminated by one day's notice given by either the Company or the employee, or by the payment or forfeiture, as the case may be, of one day's wages in lieu thereof.

5.1.3 Permanent Employees - Notice of termination by the Company:-

(a) Except in the case of summary dismissal, the Company will give the following notice of termination to Full-Time employees:

Period of Continuous Service

Period of Notice

Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) Provided that where an employee has had greater than two (2) years continuous service with the Company and is over 45 years of age an additional one (1) weeks' notice will be provided.
- (c) Part-Time employees are entitled to the same period of notice outlined in (a) above.
- (d) Payment in lieu of all or part of the notice prescribed in provisions (a) and (b) above may be made.

5.1.4 Permanent Employees - Notice of termination by an employee: Where an employee terminates his/her employment at his/her own discretion, the employee is required to provide the Company with one (1) week's notice of termination and such notice will be confirmed in writing at the earliest opportunity.

5.1.5 All employees upon cessation of employment are required to return to the Company's office, all uniforms, badges, keys and equipment issued to them by the Company and/or by the Company's client. Final payment of termination entitlements will only be made once the above property has been returned. Company property which is found to be damaged or is not returned will result in the value of the property being deducted from final termination payment (excluding fair wear and tear). Deductions will however only occur where prior authorisation has been given by the employee in question, provided that such authorisation shall not be unreasonably withheld.

5.1.6 The Company reserves the right to terminate any employee ~~without notice~~ (summary dismissal) for, serious breach of company policy and other forms of serious and wilful misconduct. Breaches of company policy which may form grounds for termination include but are not limited to:

1. Smoking in non designated areas
2. Sleeping whilst on duty
3. Dangerous driving
4. Mis-use of vehicles
5. Wilful damage
6. Theft
7. Any criminal offence
8. Non disclosure of information re form XP 17, security clearance.

5.1.7 All other provisions pertaining to termination of employment will be governed by the requirements of the *Industrial Relations Act 1996*.

5.2 Abandonment of Employment

If an employee is absent from work for a continuous period of three (3) shifts without having first notified the Company or gained consent, the employee will be deemed to have abandoned his/her employment. In such a case a letter will be sent by registered mail to the employees last known address stating that if the Company does not hear from the employee within 48 hours, it will accept the abandonment as having terminated the employment relationship. In the event that the employee subsequently contacts the Company he/she will be invited to write a letter to the Company outlining any reasons or circumstances which the employee believes justifies their position and their desire to be re-instated. Such a letter will be taken into consideration by the Company in deciding if reinstatement is justifiable. If a dispute arises over abandonment of employment it will be dealt with in accordance with the disputes settlement procedure in Clause 5.4.

5.3 Disputes Settlement Procedure

In order to avoid industrial unrest in relation to any grievance or dispute, the parties will take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously.

- (a) The matter must first be discussed by the aggrieved employee with his or her immediate supervisor;
- (b) If not settled, the employee may request a union representative to be present and the matter must be discussed with the immediate supervisor and his/her superior or another representative of the Company appointed for the purpose of this procedure;
- (c) If these discussions do not resolve the dispute then the local organiser will become involved.

- (d) If this does not lead to resolution of outstanding matters, then Officers from the Union and the Company will become involved, and if necessary, the dispute may be referred to the Industrial Relations Commission of New South Wales.
- (e) Depending upon the nature of the matter involved, considerations of urgency or the number of employees concerned it may be appropriate for earlier stages of this disputes procedure to be by-passed.
- (f) It is agreed that the status quo remain and no industrial action will occur whilst the dispute settlement procedure is being followed.
- (g) Nothing in the disputes settling procedure shall operate to the prejudice of an employee's health and safety.

5.4 Health and Safety

The parties to this Agreement are committed to the operation of safe working practices and the good health of all employees. To facilitate this it is provided that:

- (a) All employees will be provided with training in the performance of their jobs consistent with good health and safety practice.
- (b) All work related injuries must be reported by the employee and verified in writing to the appropriate Supervisor/Manager and be noted by the same.
- (c) Horseplay or unauthorised or irresponsible use of Company equipment may lead to instant dismissal.
- (d) Concerns regarding any health and safety issues should be raised through the auspices of the Joint Employee/Company Health and Safety Committee.

5.5 Equal Opportunity and Discrimination

The Company is an equal opportunity Company. All employees are entitled to work in an environment free from discrimination and harassment. The Company will recruit, employ and train personnel on the basis of experience, skills and on the job performance.

5.6 Security Licences

The cost of renewing security licences will be reimbursed by the Company, after twelve (12) months continuous employment.

5.7 Uniforms and Protective Clothing

All employees will be provided with the Company's uniform upon commencement of work with the Company. Where an employee is required to work in wet conditions he/she will be provided with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and boots. Provided that footwear will not be provided by the Company except where there is a site or occupational health and safety requirement for special footwear. All uniforms and protective clothing supplied by the Company will remain the property of the Company. Where on termination an employee fails to return any uniform and protective clothing issued, the employer may deduct the

monetary value of such uniform or clothing from the employees termination pay. Such deduction shall only occur where prior authorisation in writing has been given by has been given by the said employee. Where the employer so requests an employee shall sign such written authority upon engagement. Existing employees may be required to sign such an authority on receipt of the next issue of uniform/clothing.

5.8 Use of Own Motor Vehicle

If a Security Officer uses his or her own vehicle to travel on Company business while on duty (which does not include travelling to or from the Officers work site at the beginning or end of shifts), with the prior approval of a Supervisor or Manager, such Security Officer shall be reimbursed in accordance with the formula laid down by the Taxation Department from time to time. As at the commencement of this Agreement that formula provides:

<u>Vehicle Engine Capacity</u>	<u>Per Kilometre</u>
up to 1 600 cc	46.5 ¢
1601 - 2000 cc	52.7 ¢
2001 - 3000 cc	54.4 ¢
above 3000 cc	56.9 ¢

5.9 Attendance at Repatriation Centres

Security officers who are ex-service personnel shall be allowed, as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment, provided that;

- (a) such lost time does not exceed four (4) hours on each occasion and a maximum of twenty (20) hours per annum; and
- (b) the Security officer produces evidence satisfactory to the Company that there is a requirement to attend the Centre.

Provided that the Company shall be entitled to deduct from such lost time any payments the Security officer is entitled to receive for lost time from the Government in respect of any such attendance.

5.10 Incidental and Peripheral Tasks

Staffing Levels: the Company may direct a Security Officer to carry out such duties as are reasonably within the limits of the Security Officer's skill, competence and training.

5.11 Firearms

An employee shall not carry firearms unless required to do so by the Company. Where an employee is required to carry a firearm in the performance of his/her duties then the following provisions shall apply:

- 5.11.1 In the event that the Company requires that firearm be carried by an employee who is not licensed to do so then the cost of gaining accreditation and the cost of the initial licence fee will be borne by the Company.
- 5.11.2 Any firearm required to be carried by an employee shall be provided by the Company and shall be maintained in a reasonable condition by the Company.
- 5.11.3 The cost of any necessary training in the use of firearms shall be borne by the employer and refresher courses for employees required to carry firearms shall be conducted at twelve-monthly intervals. All time spent by the employee in undertaking such training shall count as time worked up to a maximum of four (4) hours.
- 5.11.4 After twelve (12) months continuous service, where an employee is required to hold a firearms licence, the cost to the employee of the renewal of his/her gun licence fee shall be reimbursed by the Company.

5.12 General Conditions

The Company shall provide the following amenities and conditions at the site(s) for all employees:

5.12.1 Gatekeeper's Shelter

An air-conditioned and/or heated gatehouse shall be provided to employees at the site(s) which shall contain tea and coffee making facilities and a fridge. Tea, coffee, sugar and biscuits shall be provided. Employees shall also have access to a television and video recorder for those periods of time designated by the Company and allowed for by the contract as "silent hours" (nights and weekends)

5.12.2 Accommodation for Meals

The Company shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and provide a microwave oven. The Company shall advise the employee of the accommodation available at a site prior to the commencement of work at that site. The Company shall also provide BBQ facilities for the employees and supply food for a monthly BBQ at the site(s) and shall also provide for an annual BBQ with family members upon the giving of two weeks' notice by employees to the Company.

5.12.3 Dressing Accommodation

Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided. In addition a washing machine, clothes dryer, iron and ironing board shall be provided by the Company and employees shall be able to wash work clothes during work time.



5.12.4 Means of Exit

Provision shall be made for an exit for night employees in case of necessity.

5.12.5 Supply of Equipment

All equipment necessary for employees to perform their work, including firearms and ammunition when required by the Company, shall be supplied by the Company.

5.13 **Mixed Functions**

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employees ordinary classification shall be paid the higher rate for such day or shift; provided that where an employee is engaged for less than two hours on any one day or shift the employee shall be paid the higher rate for the time so worked. Any employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed; provided that any work of less than one week's duration shall be deemed to be temporary.

5.14 **Confidential Information**

To protect the job security of the Company's Officers, employees shall not during continuance of their employment with the Company use any confidential information concerning the Company or its business affairs or the business or affairs of any customer of the Company which may have been acquired in the course of or as incidental of his/her employment for his/her own benefit or the benefit or any other person or company or to the detriment or intended or probable detriment of the Company. To do so may result in summary dismissal.

PART 6 - REPRESENTATIVE RIGHTS

6.0 **Job Delegates**

an employee elected as job delegate or co-delegate shall, upon notification thereof to the Company, be recognised as an accredited representative of the Union and shall be given reasonable assistance and opportunity to carry out the duties of a delegate.

6.1 **Right of Entry**

Duly accredited officials of the Union shall have the right to enter the Company's premises for the purpose of ensuring the observance of this Agreement and/or of any award or order of the Commission applicable to work carried on and/or controlled from within those premises, in accordance with the provisions of Part 7 of Chapter 5 of the *Industrial Relations Act 1996*, provided that where the official of the Union wishes to discuss any matter with the Company and/or to obtain the Company's assistance in investigating any matter then the Company may require reasonable prior notice to have been given.



6.2 Records

In accordance with Section 129 of the *Industrial Relations Act 1996*, and Division 2 of Part 3 of the *Industrial Relations (General) Regulation 1996*, the Company shall keep time and wages records for all employees for a period of six years, such records to have entered therein a correct record of the actual hours worked, the dates and times of commencing and finishing work and the wages and allowances paid to each employee. Such records will be produced for inspection by duly accredited officials of the Union, subject to reasonable prior notification having been given to the Company, and such officials of the Union shall have the right to visit the offices of the Company for this purpose.

Where requested by the official of the Union, copies of any relevant documents shall be provided to the official of the Union by the Company.

6.3 Preference of Employment

The Company shall give preference of employment to financial members of the Union.

6.4 Deduction of Union Fees

The Company shall support and facilitate employees joining the Union. Upon receipt of a Union Deduction Authority Form which has been properly signed by an employee the Company shall deduct union fees from the wages due to said employee and shall remit agreed amounts so deducted to the Union on a monthly basis, together with a list of the names of the employees from whose wages deductions have been made.

6.5 Notice Boards

The Company shall make a notice board available for authorised Union notices which have been signed or countersigned by an official of the Union or by an accredited Union delegate or co-delegate.

6.6 Trade Union Training

Employees who are nominated by the Union will be granted leave to attend Trade Union Training classes conducted by the Trade Union Training Authority and/or other training programs agreed between the Union and the Company, without loss of pay, provided that no more than 6 days leave in total shall be granted by the Company under the provisions of this sub-clause during any one year. Arrangements for such training programs are to be made with the Company at a reasonable time before attendance at the training program is required.



PART 7 - DECLARATION AND SIGNATORIES

7.0 Declaration

This Enterprise Agreement has been negotiated through consultation between the Company, its employees and the Union, the content of the Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

7.1 Future Negotiations

The parties agree to commence negotiations on a new Agreement no later than twenty-two (22) months after this Agreement's registration. The parties also accept that by mutual agreement elements of the document may be renegotiated prior to the scheduled expiration date.


7.2 No Extra Claims

The parties agree that excepting the provisions of clause 2.5.2, the rates of pay set out in this document will be the rates of pay applicable for the entire life of this Agreement as specified in Clause 1.1 (Date and Period of Operation).

7.3 Signatories

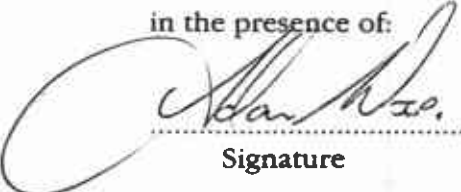
This Agreement is made at ERINA on this the 12th day of DECEMBER, 1997.

Signed for an on behalf of
VALEWEST PTY LTD
(ACN 070 054 769)


.....
Signature


Brian Edward Hughes
.....
Name in Full

in the presence of:


.....
Signature

A. WHEELER
.....
Witness Name in Full

Signed for an on behalf of
OAKGOLD PTY LTD
(ACN 074 948 020)


.....
Signature

CLINT M-RAE
.....
Name in Full

in the presence of:


.....
Signature

A. WHEELER.
.....
Witness Name in Full





Signed for an on behalf of
AUSTRALIAN LIQUOR,
HOSPITALITY AND
MISCELLANEOUS WORKERS
UNION, MISCELLANEOUS
WORKERS DIVISION, NSW
BRANCH

)
)
)
)
)
)
)

Signature

CHRIS RAPER

Name in Full

in the presence of:

Signature

Michael Vance
Witness Name in Full

Signed for an on behalf of
LHMU MEMBERS EMPLOYED TO
WORK AT THE NEWINGTON
AND/OR KINGSWOOD NAVAL
DEPOTS

)
)
)
)
)
)
)

Signature

Phillip Tengdahl
Name in Full

in the presence of:

Signature

Michael Vance
Witness Name in Full



APPENDIX A

**YEARLY ROSTER 1997 - DEOH & RANAD NEWINGTON
AND
STANDOWN DAY ROSTER - DEOH & NEWINGTON**

YEARLY ROSTER 1997 - DEOH & RANAD NEWINGTON

	M	T	W	T	F	S	Su	M	T	W	T	F	S	Su	M	T	W	T	F	S	Su	M	T	W	T	F	S	Su										
A-SHIFT	D	D	N	N	O	O	O	O	O	O	O	D	D	D	N	N	O	O	O	O	O	O	N	N	O	O	O	O	O									
B-SHIFT	O	O	D	D	N	N	N	O	O	O	O	D	D	D	N	N	O	O	O	O	O	O	D	D	N	N	O	O	O									
C-SHIFT	N	N	O	O	O	O	O	D	D	D	N	N	N	O	O	O	O	O	O	O	O	O	O	O	O	O	D	D	D									
D-SHIFT	O	O	O	O	D	D	D	N	N	N	O	O	O	O	D	D	N	N	N	O	O	O	O	O	D	D	N	N	N									
97 JAN																										1	2	3	4	5								
1998 FEB																																						
1998 MAR																																						
APRIL																																						
MAY																																						
JUNE																																						
JUL																																						
AUG																																						
SEPT																																						
OCT																																						
NOV																																						
DEC																																						

Registered
Enterprise Agreement
Industrial Registrar



STANDOWN DAY ROSTER NEWINGTON				
STAFF NO.	A - SHIFT	B - SHIFT	C - SHIFT	D - SHIFT
1		21 - Apr	7 - Apr	14 - Apr
2	1 - Apr	22 - Apr	8 - Apr	15 - Apr
1	28 - Apr	19 - May	5 - May	12 - May
2	29 - Apr	20 - May	6 - May	13 - May
1	26 - May	16 - Jun	2 - Jun	9 - Jun
2	27 - May	17 - Jun	3 - Jun	10 - Jun
1	23 - Jun	14 - Jul	30 - Jun	7 - Jul
2	24 - Jun	15 - Jul	1 - Jul	8 - Jul
1	21 - Jul	11 - Aug	28 - Jul	4 - Aug
2	22 - Jul	12 - Aug	29 - Jul	5 - Aug
1	18 - Aug	8 - Sep	25 - Aug	1 - Sep
2	19 - Aug	9 - Sep	26 - Aug	2 - Sep
1	15 - Sep	6 - Oct	22 - Sep	29 - Sep
2	16 - Sep	7 - Oct	23 - Sep	30 - Sep
1	13 - Oct	3 - Nov	20 - Oct	27 - Oct
2	14 - Oct	4 - Nov	21 - Oct	28 - Oct
1	10 - Nov	1 - Dec	17 - Nov	24 - Nov
2	11 - Nov	2 - Dec	18 - Nov	25 - Nov
1	8 - Dec	29 - Dec	15 - Dec	22 - Dec
2	9 - Dec	30 - Dec	16 - Dec	23 - Dec



STANDOWN DAY ROSTER - DEOH				
STAFF NO.	A - SHIFT	B - SHIFT	C - SHIFT	D - SHIFT
1		2 - Apr	7 - Apr	4 - Apr
2	1 - Apr	3 - Apr	8 - Apr	4 - Apr
3	9 - Apr	11 - Apr	16 - Apr	14 - Apr
4	10 - Apr	11 - Apr	17 - Apr	15 - Apr
5	18 - Apr	21 - Apr	25 - Apr	23 - Apr
6	18 - Apr	22 - Apr	25 - Apr	24 - Apr
1	28 - Apr	30 - Apr	5 - May	2 - May
2	29 - Apr	1 - May	6 - May	2 - May
3	7 - May	9 - May	14 - May	12 - May
4	8 - May	9 - May	15 - May	13 - May
5	16 - May	19 - May	23 - May	21 - May
6	16 - May	20 - May	23 - May	22 - May
1	28 - May	28 - May	2 - Jun	30 - May
2	27 - May	29 - May	3 - Jun	30 - May
3	4 - Jun	6 - Jun	11 - Jun	9 - Jun
4	5 - Jun	6 - Jun	12 - Jun	10 - Jun
5	13 - Jun	16 - Jun	20 - Jun	18 - Jun
6	13 - Jun	17 - Jun	20 - Jun	19 - Jun
1	23 - Jun	25 - Jun	30 - Jun	27 - Jun
2	24 - Jun	26 - Jun	1 - Jul	27 - Jun
3	2 - Jul	4 - Jul	9 - Jul	7 - Jul
4	3 - Jul	4 - Jul	10 - Jul	8 - Jul
5	11 - Jul	14 - Jul	18 - Jul	16 - Jul
6	11 - Jul	15 - Jul	18 - Jul	17 - Jul

Registered
Enterprise Agreement
Industrial Registrar

STANDOWN DAY ROSTER - DEOH				
STAFF NO.	A - SHIFT	B - SHIFT	C - SHIFT	D - SHIFT
1	21 - Jul	23 - Jul	28 - Jul	25 - Jul
2	22 - Jul	24 - Jul	29 - Jul	25 - Jul
3	30 - Jul	1 - Aug	6 - Aug	4 - Aug
4	31 - Jul	1 - Aug	7 - Aug	5 - Aug
5	8 - Aug	11 - Aug	15 - Aug	13 - Aug
6	8 - Aug	12 - Aug	15 - Aug	14 - Aug
1	18 - Aug	20 - Aug	25 - Aug	22 - Aug
2	19 - Aug	21 - Aug	26 - Aug	22 - Aug
3	27 - Aug	29 - Aug	3 - Sep	1 - Sep
4	28 - Aug	29 - Aug	4 - Sep	2 - Sep
5	5 - Sep	8 - Sep	12 - Sep	10 - Sep
6	5 - Sep	9 - Sep	12 - Sep	11 - Sep
1	15 - Sep	17 - Sep	22 - Sep	19 - Sep
2	16 - Sep	18 - Sep	23 - Sep	19 - Sep
3	24 - Sep	26 - Sep	1 - Oct	29 - Sep
4	25 - Sep	26 - Sep	2 - Oct	30 - Sep
5	3 - Oct	6 - Oct	10 - Oct	8 - Oct
6	3 - Oct	7 - Oct	10 - Oct	9 - Oct
1	13 - Oct	15 - Oct	20 - Oct	17 - Oct
2	14 - Oct	16 - Oct	21 - Oct	17 - Oct
3	22 - Oct	24 - Oct	29 - Oct	27 - Oct
4	23 - Oct	24 - Oct	30 - Oct	28 - Oct
5	31 - Oct	3 - Nov	7 - Nov	5 - Nov
6	31 - Oct	4 - Nov	7 - Nov	6 - Nov



STANDOWN DAY ROSTER - DEOH				
STAFF NO.	A - SHIFT	B - SHIFT	C - SHIFT	D - SHIFT
1	10 - Nov	12 - Nov	17 - Nov	14 - Nov
2	11 - Nov	13 - Nov	18 - Nov	14 - Nov
3	19 - Nov	21 - Nov	26 - Nov	24 - Nov
4	20 - Nov	21 - Nov	27 - Nov	25 - Nov
5	28 - Nov	1 - Dec	5 - Dec	3 - Dec
6	28 - Nov	2 - Dec	5 - Dec	4 - Dec
1	8 - Dec	10 - Dec	15 - Dec	12 - Dec
2	9 - Dec	11 - Dec	16 - Dec	12 - Dec
3	17 - Dec	19 - Dec	24 - Dec	22 - Dec
4	18 - Dec	19 - Dec	25 - Dec	23 - Dec
5	26 - Dec	29 - Dec	2 - Jan	31 - Dec
6	26 - Dec	30 - Dec	2 - Jan	1 - Jan

Registered
Enterprise Agreement
Industrial Registrar

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APPENDIX B

VOLUNTARY OVERTIME AGREEMENT

APPENDIX B - VOLUNTARY OVERTIME AGREEMENT

1. The following Agreement is made pursuant to clause 3.4 of Part 3 - Hours of Work and Rosters of the Agreement in regard to the following employee:

NAME (Print):

SIGNATURE

.....



2. The employee's name and signature which appears above agrees to be paid for overtime worked, in accordance with clause 3.4 in lieu of payment in accordance with clause 2.5.1.
3. This agreement once signed by both parties shall take effect from the beginning of the first full pay period to commence on or after and shall remain in force until rescinded in writing by any party giving two (2) weeks notice.
4. SIGNED ON BEHALF OF

.....
Valewest Pty Ltd

.....
Oakgold Pty Ltd

APPENDIX B
VOLUNTARY OVERTIME AGREEMENT