

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA08/29

TITLE: Australian Meat Industry Employees Union Newcastle & Northern Branch Clerical and Administrative Employees Agreement

I.R.C. NO: IRC6/473
IRC8/949

DATE APPROVED/COMMENCEMENT: 2 March 2006 / 1 July 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all clerical employees employed by the Australian Meat Industry Employees Union NSW Newcastle and Northern Branch, located at 34 Union Street, Newcastle West NSW 2302, who fall within the coverage of the Clerical and Administrative Employees (State) Award

PARTIES: Australasian Meat Industry Employees Union, Newcastle and Northern Branch -& the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

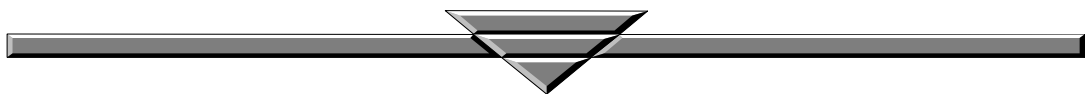
Australian Meat
Industry
Employees
Union

Newcastle & Northern
Branch

Clerical & Administrative
Employees

Agreement

01/07/2005 to 30/06/2008



AUSTRALIAN SERVICES UNION CLERICAL AND ADMINISTRATIVE BRANCH

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2. PARTIES BOUND

This Agreement shall be binding upon the **Australasian Meat Industry Employees Union Newcastle & Northern Branch** (AMIEU), all Clerical and Administrative employees of the AMIEU Newcastle and Northern Branch and the New South Wales Local Government, Clerical, Administrative, Energy , Airlines & Utilities Union (United Services Union).

This Agreement has been developed through a voluntary process of consultation and participation with all parties. This Agreement was not entered into under duress by any party to it. It reflects the ongoing commitment of the AMIEU and its employees to the delivery of quality goods/services and the creation of a rewarding and fulfilling working environment.

This agreement shall regulate the terms and conditions of employment including all site agreements and matters relating to custom and practice. The terms of this agreement shall be read in conjunction with the Clerical and Administrative Employees (State) Award. Where this agreement is silent the provision of the Clerical and Administrative Employees (State) Employees Award shall apply.

Should legislation be enacted after the lodging of this Enterprise Agreement that alters the effects of the terms and conditions of the parent award, Clerical and Administrative Employees (State) Award the parties agree that the parent award provisions as at the commencement date of this Enterprise Agreement will be deemed to be part of this agreement. With this securing of award provisions both parties will honour and adhere to the Disputes Procedure contained in Clause 39 for all industrial matters.

3. REPRESENTATION

This Agreement has been made between the AMIEU and the New South Wales Local Government, Clerical, Administrative, Energy , Airlines & Utilities Union (United Services Union), pursuant to the Industrial Relations Act 1996.

4. DEFINITIONS

- (i) **"Casual employee"** shall mean an employee as defined in clause 9, Casual and Part-time Employees.
- (ii) **"Part-time employee"** shall mean an employee as defined in clause 9, Casual and Part-time Employees.
- (iii) **"Union"** shall mean the New South Wales Local Government, Clerical, Administrative, Energy , Airlines & Utilities Union (United Services Union).
- (iv) **"Organisation"** shall mean A.M.I.E.U. Newcastle & Northern Branch.

5. TERMS OF ENGAGEMENT

- (i) All employees shall be employed as weekly, casual or part-time employees.
- (ii) The Organisation shall inform each employee as to the terms of his/her engagement, and in particular whether he/she is a weekly, part-time or casual employee, employed on day or shift work.

6. CLASSIFICATION STRUCTURE

- (i) **Grades:** All adult employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (ii) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the Organisation, is of a clerical nature and is described in subclauses (iii) to (vii) of this clause.

(iii) A **Grade 1** position is described as follows:

- (a) The employee may work under direct supervision with regular checking of progress.
- (b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

<i>UNIT</i>	<i>ELEMENT</i>
Information Handling	<ul style="list-style-type: none"> ◆ Receive and distribute incoming mail ◆ Receive and despatch outgoing mail ◆ Collate and despatch documents for bulk mailing ◆ File and retrieve documents such as advertising
Communication	<ul style="list-style-type: none"> ◆ Receive and relay oral and written messages ◆ Complete simple forms
Enterprise	<ul style="list-style-type: none"> ◆ Identify key functions and personnel ◆ Apply office procedures
Technology	<ul style="list-style-type: none"> ◆ Operate office equipment appropriate to the tasks to be completed ◆ Open computer file, retrieve and copy data ◆ Close Files
Organisational	<ul style="list-style-type: none"> ◆ Plan and organise a personal daily work routine
Team	<ul style="list-style-type: none"> ◆ Complete allocated tasks
Business Financial	<ul style="list-style-type: none"> ◆ Record petty cash transactions ◆ Prepare banking documents ◆ Prepare business source documents

(iv) A **Grade 2** position is described as follows:

- (a) The employee may work under routine supervision with intermittent checking.
- (b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

<i>UNIT</i>	<i>ELEMENT</i>
Information Handling	<ul style="list-style-type: none"> ◆ Update and modify existing organisational records ◆ Remove inactive files ◆ Copy data on to standard forms
Communication	<ul style="list-style-type: none"> ◆ Respond to incoming telephone calls ◆ Make telephone calls ◆ Draft simple correspondence
Enterprise	<ul style="list-style-type: none"> ◆ Provide information from own function area ◆ Re-direct inquiries and/or take appropriate follow-up action ◆ Greet visitors and attend to their needs
Technology	<ul style="list-style-type: none"> ◆ Operate equipment ◆ Identify and/or rectify minor faults in equipment ◆ Edit and save information such as advertising ◆ Produce document from written text using standard format ◆ Shutdown equipment
Organisational	<ul style="list-style-type: none"> ◆ Organise own work schedule ◆ Know roles and functions of other employees
Team	<ul style="list-style-type: none"> ◆ Participate in identifying tasks for team ◆ Complete own tasks ◆ Assist others to complete tasks
Business Financial	<ul style="list-style-type: none"> ◆ Reconcile invoices for payment to creditors ◆ Prepare statements for debtors ◆ Enter payment summaries into journals ◆ Post Journals to ledger

(v) A **Grade 3** position is described as follows:

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.

- (c) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

γ **Indicative tasks of a Grade 3 position are:**

<i>UNIT</i>	<i>ELEMENT</i>
Information Handling	<ul style="list-style-type: none"> ◆ Prepare new files ◆ Identify and process inactive files ◆ Record documentation movements
Communication	<ul style="list-style-type: none"> ◆ Respond to telephone, oral and written requests for information ◆ Draft routine correspondence ◆ Handle sensitive inquiries with tact and discretion
Enterprise	<ul style="list-style-type: none"> ◆ Clarify specific needs of client/other employees ◆ Provide information and advice ◆ Follow-up on client/employee needs ◆ Clarify the nature of a verbal message ◆ Identify options for resolution and act accordingly
Technology	<ul style="list-style-type: none"> ◆ Maintain equipment ◆ Train others in the use of office equipment ◆ Select appropriate media ◆ Establish document structure ◆ Produce document
Organisational	<ul style="list-style-type: none"> ◆ Co-ordinate own work routine with others ◆ Make and record appointments on behalf of others ◆ Make travel and accommodation bookings in line with given itinerary
Team	<ul style="list-style-type: none"> ◆ Clarify tasks to achieve group goals ◆ Negotiate allocation of tasks ◆ Monitor own completion of allocated tasks
Business Financial	<ul style="list-style-type: none"> ◆ Reconcile accounts to balance ◆ Prepare bank reconciliations ◆ Document and lodge takings at bank ◆ Receive and document payment/takings ◆ Despatch statements to debtors ◆ Follow-up and record outstanding accounts ◆ Despatch payments to creditors ◆ Maintain stock control records

- (vi) A **Grade 4** position is described as follows:

- (a) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

- (b) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (c) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

<i>UNIT</i>	<i>ELEMENT</i>
Information Handling	<ul style="list-style-type: none"> ◆ Categories files ◆ Ensure efficient distribution of files and records ◆ Maintain security of filing system ◆ Train others in the operation of the filing system ◆ Compile report ◆ Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> ◆ Receive and process a request for information ◆ Identify information source(s) ◆ Compose report/correspondence
Enterprise	<ul style="list-style-type: none"> ◆ Provide information on current service provision and resource allocation within area of responsibility ◆ Identify trends in client requirements
Technology	<ul style="list-style-type: none"> ◆ Maintain storage media ◆ Devise and maintain filing system ◆ Set printer for document requirements when various set-ups are available ◆ Design document format ◆ Assist and train network users ◆ Shutdown network equipment
Organisational	<ul style="list-style-type: none"> ◆ Manage diary on behalf of others ◆ Assist with appointment preparation and follow up for others ◆ Organise business itinerary ◆ Make meeting arrangements ◆ Record minutes of meeting ◆ Identify credit facilities ◆ Prepare content of documentation for meetings
Team	<ul style="list-style-type: none"> ◆ Plan work for the team ◆ Allocate tasks to members of the team ◆ Provide training for team members
Business Financial	<ul style="list-style-type: none"> ◆ Prepare financial reports ◆ Draft financial forecasts/budgets ◆ Undertake and document costing procedures

(vii) A **Grade 5** position is described as follows:

- (a) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

γ **Indicative tasks of a Grade 5 position are:**

<i>UNIT</i>	<i>ELEMENT</i>
Information Handling	<ul style="list-style-type: none"> ◆ Implement new/improved system ◆ Update incoming publications ◆ Circulate publications ◆ Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> ◆ Obtain data from external sources ◆ Produce report ◆ Identify need for documents and/or research
Enterprise	<ul style="list-style-type: none"> ◆ Assist with the development of options for future strategies ◆ Assist with planning to match future requirements with resource allocation
Technology	<ul style="list-style-type: none"> ◆ Establish and maintain a small network ◆ Identify document requirements ◆ Determine presentation and format of document and produce it
Organisational	<ul style="list-style-type: none"> ◆ Organise meetings ◆ Plan and organise conference
Team	<ul style="list-style-type: none"> ◆ Draft job vacancy advertisement ◆ Assist in the selection of staff ◆ Plan and allocate work for the team ◆ Monitor team performance ◆ Organise training for team
Business Financial	<ul style="list-style-type: none"> ◆ Administer PAYE salary records ◆ Process payment of wages and salaries ◆ Prepare payroll data

(viii) **Adults**

The minimum rates of wages per week for adult employees shall be the rate of wage as set out in Table 1 - Wages, of Part B, Monetary Rates.

(ix) **Juniors**

The minimum rates of wages per week for junior employees shall be as set out in (ii) of Table 1 - Wages, of Part B, Monetary Rates.

Junior rates shall be calculated to the nearest five cents and any part of five cents not exceeding half of five cents is to be disregarded.

(x) **Casual Employees**

Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-five plus 20 per cent with a minimum payment of four hours' work at the appropriate rate.

(xi) **Part-time Employees**

Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by: 35

(xii) **List of Employees Graded**

The Organisation shall keep a list of employees and the grade in which they are employed pursuant to subclause (i) of this clause, and each employee shall be notified in writing within 14 days of appointment to that and subsequent graded positions.

(xiii) **Arbitrated Safety Net Adjustment**

The rates of pay in this Award include the adjustments payable under the State Wage Cases.

7. HOURS

(i) Ordinary hours of work exclusive of meal breaks shall not exceed 35 per week. The starting and finishing times may be varied by agreement between the parties, within the hours of 6.00 am to 6.00 pm, Monday to Friday. Flexible Hours – hours worked will be flexible to meet personal and family needs as long as the office is covered between the hours of 9am and 4.30pm daily by administration staff. The arrangement of hours of work shall be by consultation with all employees and agreement by the Secretary. Administration staff will be committed to making every effort to cover other administration staffs absences due to leave. On the occasion this is impossible a call in casual will be utilised to cover the office hours.

(ii) Each employee shall be entitled to a 'Rostered Day Off' (RDO) each 4 weeks. The RDO is to be arranged between the employee and the secretary of the organisation. RDO's may accumulate if desired by each individual employee up to a maximum of 5. The intention is to clear all RDO's within each calendar year and, as such, employees can request to have accumulated RDO's paid out at the end of each calendar year.

(iii) **Casual Employees**

The spread of ordinary hours of work shall be the same as those worked by weekly employees.

(iv) **Part-time Employees**

The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees, but shall not, in any case, be less than twelve hours per week. The ordinary hours of work shall not exceed seven hours per day.

8. CASUAL AND PART-TIME EMPLOYEES

- (i) **"Casual employee"** shall mean an employee who is engaged and paid as such, whose spread of ordinary hours shall be as set out in subclause (iii) of clause 8, Hours, and whose rate of pay shall be calculated pursuant to subclause (x) of clause 7, Classification Structure and Wages.
- (ii) **"Part-time employee"**
- (a) A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly clerical employees employed by the Organisation, but such days shall not be less than 2 per week and such hours shall not be less than 12 per week.
 - (b) The spread of ordinary hours of work of part-time employees shall be as set out in subclause (iv) of the said clause 8, and their rate of pay shall be calculated pursuant to subclause (xi) of the said clause 7.
 - (c) Notwithstanding anything elsewhere contained in this agreement, the provisions of this agreement with respect to annual leave, annual leave loading, sick leave, blood donor and jury service, bereavement leave, maternity leave and holidays shall apply to part-time employees on a pro rata basis for each employee in proportion to the normal ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.
 - (d) Notwithstanding the provisions of this clause, the Union and the Organisation may agree, in writing, to observe other conditions in order to meet special cases.
 - (e) Nothing in this clause shall prohibit job sharing arrangements as agreed between employees and the organisation.

9. SUNDAYS AND HOLIDAYS

- (i) New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, Butchers Picnic Day, one ½ day for gazetted Newcastle Show Day and any other day gazetted as a public holiday for the State, shall be holidays for the purposes of this Agreement. By mutual agreement, a substitute day off in lieu may be taken for any of the above holidays.
- (ii) No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in subclause (i) of this clause, fall.
- (iii) For work done on any of the holidays, referred to in subclause (i) of this clause, except for Christmas Day and Good Friday, double time and one-half shall be paid with a minimum payment for four hours' work.
- (iv) Double time in addition to the weekly wage shall be paid for all time worked on Christmas Day and Good Friday with a minimum payment for four hours work.
- (v) For work done on a Sunday double ordinary time with a minimum payment for four hours' work shall be paid.

10. MEAL BREAK

- (i) Each employee shall be entitled to a 1 hour unpaid meal break to be taken between hours of 12 noon and 2.00 pm.
- (ii) The Organisation and employee may by mutual agreement alter the commencing time of the lunch break.
- (iii) Each employee shall be entitled to be paid morning tea break of 20 mins each day.
- (iv) Coffee, tea, milk, sugar and biscuits shall be provided for employees by the organisation for luncheon and morning teas.

11. PAYMENT OF WAGES

Payment will be by EFT. Pays will end on Friday and will be paid in advance on Tuesday/Wednesday of that week.

12. OVERTIME AND MEAL ALLOWANCE

(i) Meal Allowance

- a) Employees required to continue work after 6.00 pm or after 12 noon Saturday, Sunday or any public holiday, shall be paid a meal allowance as set in item 1 of Table 2 - Other Rates and Allowances of Part B Monetary Rates, or have a meal provided, in addition to overtime pay.
- b) Meal allowances shall be paid not later than the next succeeding working day except by mutual agreement.

(ii) Overtime

- (a) A payment shall be made at the rate of time and a half for all time worked.
 - ◆ for the first two hours before the fixed starting time or after the fixed finishing time Monday to Friday as prescribed in Clause 7 of this Agreement.
 - ◆ For the first two hours worked on a Saturday morning.
 - ◆ Overtime on a daily basis to be paid after 7 hours & on a weekly basis after 35 hours.
- (b) Payment shall be made at the rate of double time for all time worked after the first two hours, also for time worked on Saturday after twelve noon, or for all time worked on Sunday.
- (c) Ordinary time and a half in addition to the weekly wage shall be paid for all time worked on a public holiday as prescribed in Clause 10 of this agreement except Christmas Day and Good Friday.

- (d) Double time in addition to the weekly wage shall be paid for all time worked on Christmas Day and Good Friday.
- (e) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee other than a casual employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If on the instructions of the Organisation such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of ordinary working time occurring during such absence.

13. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- (i) An employee may elect, with consent of the organisation Secretary, to take time off in lieu of payment for overtime. Such time off to be based on the overtime rate.
- (ii) Such time off shall be taken within the next 3 months.
- (iii) If the leave is not taken in that period, payment for time accrued shall be made at expiry of 3 month period, or on termination.

14. TRAVELLING EXPENSES

- (i) When an employee, in the course of his/her duty, is required to go to any place away from his/her usual place of employment, he/she shall be paid all reasonable expenses actually incurred.
- (ii) When an employee, in the course of his/her duty, is required other than in ordinary working hours to go to any place away from his/her usual place of employment he/she shall be paid all reasonable expenses actually incurred where such travelling is required by the organisation and the employee has no choice therein.
- (iii) Where an employee is required to use his/her motor car by the organisation on a casual or incidental basis, he/she shall be paid 38c per kilometre travelled during such use, or any greater amount determined by the Committee of Management of the organisation from time to time.

15. UNIFORM ALLOWANCE

Each employee shall be paid \$500/annum as a uniform allowance consisting of two instalments of \$250 paid in April and October of each year.

16. FIRST-AID ALLOWANCE

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance as set in Item 3 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates if the employee is appointed by the Organisation to perform first-aid duty.

Currently the AMIEU employs a Registered Nurse as its Workers Compensation and Injury Management Officer. It is agreed that whilst this continues, there is little need to provide training or allowance to another Clerical and Administration staff member. However, should this arrangement cease, the AMIEU will provide training and an allowance to **the employee so appointed.**

17. ANNUAL LEAVE

- (i) See *Annual Holidays Act* 1944.

18. ANNUAL LEAVE LOADINGS

- (i) In this clause the *Annual Holidays Act* 1944, is referred to as "the Act".
- (ii) Before an employee is given and takes his/her annual holiday, or, where by agreement between the Organisation and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Organisation shall pay the employee a loading determined in accordance with this clause.

(**NOTE:** The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi).)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Agreement.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.

(**NOTE:** See subclause (vi) as to holidays taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 25 per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Agreement.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- (vii) The loading is payable on termination of an employee's employment on all Annual Leave accrued, including pro-rata, where employment is terminated by the organisation.

19. LONG SERVICE LEAVE

- a) Employees shall be entitled to 10 weeks leave on full pay after 10 years continuous service. After the qualifying period, 5 weeks leave on full pay shall be paid for each further 5 years continuous service.
- b) Payment of Long Service Leave shall apply on a pro rate basis calculated from point of engagement for resignation, termination and redundant situations.
- c) In the case of the death of an employee, the Organisation shall pay the employee's beneficiary the monetary value of any Long Service Leave accrued at that time.
- d) Long service leave entitlement to be calculated in accordance with:

The average of Long service leave entitlement accrued while employed on a full time basis, and, the average weekly ordinary rate while employed on a part-time or casual basis.

- e) All other provisions see Long Service Leave Act, 1995.

20. SICK LEAVE

- (i) Employees shall be entitled to 10 days sick leave in each year of service on full pay, subject to satisfactory evidence to the organisation if required after three consecutive days' leave.
- (ii) Where an employee suffers a serious illness or injury whilst on Annual Leave or Long Service Leave, such leave may be taken as Sick Leave and the period of Annual Leave or Long Service Leave may be extended by the period of Sick Leave. Any dispute concerning this clause will be resolved by the use of Clause 39 'Dispute Avoidance and Grievance Procedure'.
- (iii) Untaken Sick Leave shall be fully cumulative, to be taken as sick leave only, or, the employee may elect to receive payment for any untaken Sick Leave accumulated at December each year, such payment to be not more than 8 days each year.
- (iv) Accumulated sick leave will be paid out on termination.

21. PERSONAL/CARERS LEAVE

(i) Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (c) (2) who needs the employee's care and support shall be entitled to 2 days carers leave per year (non accumulative) prior to the use of any current or accrued sick leave entitlement provided for at

clause 21 of the Agreement, for absences to provide care support for such persons when they are ill. Such leave may be taken for part of a single day.

(b) The employees shall, if required, establish 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:

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

(2) the person concerned being:

(i) a spouse of the employee; or

(ii) 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

(iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), 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

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

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

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

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

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

(d) An employee shall, wherever practicable, give the organisation notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 organisation by telephone of such absence at the first opportunity on the day of absence.

(ii) **Unpaid Leave for Family Purpose**

An employee may elect, with the consent of the organisation, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in (i) (c) (2) above who is ill.

(iii) **Annual Leave**

- (a) employee may elect with the consent of the organisation, 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 (iii) (a) above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and the organisation 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.

(iv) **Leave Without Pay (Special Leave)**

Employees may apply for leave of absence as special leave of up to 3 months on expiration of accrued leave entitlements. The approval of unpaid leave will not be unreasonably withheld.

(iv) **Time Off in Lieu of Payment for Overtime**

See Clause 14.

(v) **Make-up Time**

An employee may elect, with the consent of the organisation, to work "make-up time", under which the employee takes time off during 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.

(vi) **Rostered Days Off**

- (a) An employee may elect, with the consent of the organisation, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the organisation, to take rostered days off in part day amounts.
- (c) Where the organisation and employee agree, rostered days off may be accumulated (to a maximum of 5) which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the organisation and the employee.

22. BEREAVEMENT LEAVE

- (i) An employee shall be entitled to bereavement leave on each occasion and on production of satisfactory evidence of the death of relatives as follows, including but not limited to:

Husband, wife (including defacto husband and wife), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father-in-law, brother/sister-in-law, grandmother, grandfather or grandchild of employee.

Every situation will be reviewed on its merits and the relationship of the employee to the deceased will be the main consideration as to the length of leave granted, varying from one to five days.

An employee is not entitled to bereavement leave if the leave coincides with any other period of leave.

23. PARENTAL LEAVE

Parental Leave will consist of six weeks paid leave and an additional 72 weeks unpaid leave, with the option of part time work at the employee's request during the latter. Upon conclusion the employee will have access to their position, duties and responsibility prior to the taking of parental leave.

24. BLOOD DONOR AND JURY SERVICE

Employees shall be entitled to full make-up pay on each and every occasion where such employee contributes blood as a blood donor, or is required for Jury Duty, provided satisfactory evidence of such attendance is produced if required by the organisation secretary.

25. EYE TESTS

An employee who is required to undertake tasks using computers for the majority of work time can request to attend an eye specialist for an eye-test at no cost to the employee. If glasses are required specifically for VDU use, the AMIEU will pay the cost of prescription glasses up to \$350.

26. SUPERANNUATION

Superannuation Legislation

- (i) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996 (NSW)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) Employees will continue to receive the additional 4% contribution over and above the legislative requirement as varied.
- (iii) Subject to the requirements of this legislation, superannuation contributions shall be made to a legally complying fund of the employees choice for minimum periods of 12 months, or to the Meat Industry Employees Super Fund (MIESF) which is also the default fund.
- (iv) The amount of any salary sacrifice contribution is deducted from the employee's weekly pay. However, the amount of the employee's weekly pay without any deduction for salary sacrifice contributions will be used for the purposes of calculating the superannuation contributions referred to in (i) above.

27. WORKERS COMPENSATION

See Workers Compensation Amendment Act, 2001.

28. OCCUPATIONAL HEALTH AND SAFETY

The parties agree to co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act 2000* and *OH&S Regulation 2001*.

29. AGREEMENT DISPLAY

A copy of this Agreement shall be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

30. NOTICE BOARD

The organisation shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the organisation.

31. RIGHT OF ENTRY

See the *Industrial Relations Act 1996*.

32. CHRISTMAS, NEW YEAR BREAK

The period between Christmas Day and New Years Day (as gazetted) which are not Public Holidays shall be granted as leave at the ordinary rate of pay. Such days shall be in addition to annual leave, rostered days off, time in lieu or other forms of leave covered by this Agreement.

33. MULTI-SKILLING

All parties agree to take whatever steps are necessary and practical to ensure that all clerical employees are fully skilled in all aspects of the efficient running of the office. Appropriate training will be provided to enable such multi-skilling.

34. TRAINING

- (i) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills;
and
 - (c) removing barriers to the utilisation of skills required.
- (ii) Following consultation with employees the organisation should develop a training programme consistent with:
 - (a) the current and future skill needs of the organisation;
 - (b) the size, structure and nature of the operations of the organisation;

- (c) the need to develop vocational skills relevant to the organisation through courses conducted on-the-job or by accredited institutions and providers.
- (iii) In developing a training programme the organisation should:
 - (a) disseminate information on the training program and the availability of training courses and career opportunities to employees;
 - (b) monitor and advise on the on-going effectiveness of the training;
 - (c) make suggestions on the specific training needs.
- (iv) (a) If training is undertaken at the organisation's request during ordinary working hours the employee concerned shall not suffer any loss of ordinary pay.
 - (b) Any costs associated with standard fees for courses prescribed by the organisation and prescribed textbooks (excluding those textbooks which are available in the organisation's library) incurred in connection with the undertaking of training shall be reimbursed by the organisation upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the organisation, where such training is required by the organisation.
- (v) Employees should undertake such training and retraining as required by the organisation.

35. DELEGATES TRAINING

Employee elected delegates of the Federated Clerks Union of Australia New South Wales Branch will be able to attend training Conducted by the Union. Time allocated will be two days per annum, per delegate, without loss of income. **The Federated Clerks Union of Australia will provide a minimum of 4 weeks notice for such training.**

36. CONSULTATIVE MECHANISM

The organisation will continue to provide a consultative mechanism and procedures on matters affecting efficiency and productivity.

37. TERMINATION OF ENGAGEMENT

(i) Full Time/Part Time Employees

Should the organisation wish to terminate the employment of a full or part time employee, the following period of notice shall be provided:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Less than 1 month	1 day
1 month or more but less than 1 year	1 week
1 year or more but less than 3 years	2 weeks

3 years or more but less than 5 years
5 years and over

3 weeks
4 weeks

Employees over 45 years of age with two or more years continuous service at the time of termination, shall receive an additional week's notice.

Where the relevant period of notice is not provided by the employer, the employee shall be entitled to payment in lieu provided that employment may be terminated by part of the period of notice and part payment in lieu.

Payment in lieu of notice shall be calculated using an employees weekly ordinary time earnings.

The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or employees engaged for a specific period of time and/or for a specific task or tasks.

(ii) Notice of Termination by Employee

In the case of termination by an employee, other than a casual, the following minimum notice shall be given to the organisation by the employee.

Period of Continuous Service

Period of Notice

Less than 1 year
1 Year or more

1 Week
2 Weeks

Subject to the relevant State or Territory long service leave provisions, if an employee fails to give notice, or fails to work out the full period of notice, the organisation shall have the right to withhold moneys due to the employee under this agreement to a maximum amount equal to the ordinary time earnings for the period of notice required.

At the employee's request, part or all of the period of notice required by an employee may be waived by the organisation and the employee shall be paid to the time of termination only.

- (iii) An employee with more than two months' service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee and shall be returned to him/her unnoted by a subsequent employer within seven days of the engagement.

38. REDUNDANCY

(i) Introduction of Change

(a) ***Employer's duty to notify***

- (1) Where the organisation has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the organisation shall notify the employee who may be affected by the proposed changes and the union to which they belong.

- (2) **'Significant effects'** include termination of employment, major changes in the composition, operation or size of the organisation's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) ***The Organisation's duty to discuss change***

- (1) The organisation shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the organisation to make the changes referred to in paragraph (a) of this clause.
- (3) For the purpose of such discussion, the organisation shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the organisation shall not be required to disclose confidential information the disclosure of which would adversely affect the organisation.

(ii) **Redundancy**

(a) ***Discussions before terminations***

- (1) Where the organisation has made a definite decision that the organisation no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (i) above, and that decision may lead to the termination of employment, the organisation shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the organisation has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the organisation shall, as soon as practicable, provide to the employees concerned and the union to which they belong, 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 number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the organisation shall not be required to disclose confidential information the disclosure of which would adversely affect the organisation.

(iii) **Termination of Employment**

(a) ***Notice for Changes in Production, Programme, Organisation or Structure***

This subclause sets out the notice provisions to be applied to terminations by the organisation for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (i) (a) (1) above.

- (1) In order to terminate the employment of an employee the organisation shall give to the employee the following notice:

Period of continuous service

Period of notice

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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(a) ***Notice for Technological Change***

This subclause sets out the notice provisions to be applied to terminations by the organisation for reasons arising from "technology" in accordance with subclause (i) (a) (1) above:

- (1) In order to terminate the employment of an employee the organisation shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the organisation for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

(c) ***Time off during the notice period***

- (1) During the period of notice of termination given by the organisation, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) 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 organisation, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) ***Employee leaving during the notice period***

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the organisation until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) **Statement of employment**

The organisation shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) **Notice to Centrelink**

Where a decision has been made to terminate employees, the organisation shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) **Department of Social Security Employment Separation Certificate**

The organisation shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

(h) **Transfer to lower paid duties**

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

(iv) **Severance Pay**

(a) Where an employee is to be terminated pursuant to subclause (iii) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service.

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Under 45 Years of Age</u>	<u>Years of Service Age Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age and over</u>
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	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

39. DISPUTE AVOIDANCE AND GRIEVANCE PROCEDURE

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Award shall be in accordance with the following procedural steps.

(i) **Procedure relating to grievance of an individual employee:**

- (a) The employee shall notify (in writing or otherwise) the organisation as to the substance of the grievance, request a meeting with the organisation for bilateral discussions and state the remedy sought, with reasonable time limits to apply.
- (b) At the conclusion of the discussion, the organisation must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (c) While a procedure is being followed, normal work must continue.
- (d) The organisation may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

(ii) **Procedure for a dispute between the organisation and the employees:**

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time levels must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The organisation may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

40. AREA, INCIDENCE AND DURATION

This Agreement rescinds and replaces the Clerical and Administrative Employees (State) Award and all former

Agreements, registered and unregistered. It shall apply to all clerical and Administrative employees of the A.M.I.E.U. Newcastle and Northern Branch. It shall commence from 1 July 2005 and shall have a nominal expiry date of 30 June 2008.

PART B

MONETARY RATES

Basic Wage for Adult : \$121.40 per week

Table 1 - Wages

- (i) **Adults** - The following minimum rates of wages for adult employees shall take effect on and from 1 July 2005

Grade	Weekly Rate From 1/7/05	Weekly Rate From 1/7/06	Weekly Rate From 1/7/07
1	\$552.52	\$574.62	\$597.60
2	\$581.18	\$604.43	\$628.61
3	\$622.13	\$647.02	\$672.90
4	\$676.18	\$703.23	\$731.36

5	\$787.35	\$818.84	\$851.59
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(ii) **Juniors**

Age	Rate Per Week
At 17 years of age	55% of Grade 1 rate
At 18 years of age	65% of Grade 1 rate
At 19 years of age	75% of Grade 1 rate
At 20 years of age	85% of Grade 1 rate

TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Brief Description	Amount
1	11(i)(a)	Meal Allowance (Overtime)	\$ 11.07 (01.07.05) Increased as per quantum or Award whichever is the greater
2	13(iii)	Own Car Allowance (For use on a casual or incidental basis)	\$ 0.42¢ per km
3	15	First-aid Allowance	\$ 9.11 per week (01.07.05) Increased as per quantum or Award whichever is the greater

The Quantum increase is 4% per annum.

**AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION
NEWCASTLE AND NORTHERN BRANCH**

EMAIL AND INTERNET USAGE POLICY AND PROCEDURE

1. PURPOSE

To establish guidelines for acceptable use of email and the internet as applicable to all users of the Australasian Meat Industry Employees' Union Newcastle and Northern Branch (referred to hereafter as the Union) IT system.

An employee's participation in internet services such as email and news groups reflects upon the Union in the same way as an employee's participation at a seminar. Therefore it is the Union's responsibility that such participation be strictly approved and regulated and the employee's responsibility to act in the best possible manner.

There is no such thing as true privacy on the Internet. Everything a user does from using email to browsing web sites can and often is monitored by a wide variety of people. Among those who might be listening is a highly educated motivated and often amoral group of individuals who can and will look for ways to access the networks of the unwary. While many of these hackers do this for the thrill alone there are those whose motivations are far more malevolent. If given the opportunity by a careless event the most inexperienced hacker could put the Union's entire data structure in peril. Therefore, the education of the user, coupled with strict rules and regulations are considered essential for any access to the Internet.

2. SCOPE

This procedure is applicable to all employees whether elected or appointed.

3. DEFINITIONS

Browser:

The computer program by which a user can access the visual aspects of the web.

Download/Upload:

The transmission of computer files or programs over the nation's communications system.

Internet:

A vast collection of computers, ranging in size from the desktop computers of private citizens to the largest mainframes of major corporations all connected to one another via telecommunications systems. This web of computers offers information or computer software that can be downloaded onto the user's computer.

Internet Email:

Another important service that the Internet provides is email by which a user can compose a message for someone across the country and have it delivered electronically almost instantly and usually without direct cost.

File Transfer Protocol (ftp):

The means by which a user can download a file from a computer onto the Internet. Many web sites are linked to ftp sites allowing you to download a file directly from their web site. Largest ftp sites have addresses that usually begin with ftp and require that you have their address to access it.

Telnet:

Another service provider by the Internet. The means by which a user can gain access into another computer or network over the Internet.

World Wide Web (www):

A subset of the Internet in which computers display information on web sites. If a proper browser is used, a web site will be displayed on a user's screen as a highly visual depiction of information. Most web sites have Internet addresses begin with www.

Approved Sources:

A source that is business related.

4. ENFORCEMENT AUTHORITY

The Secretary shall

- a) Ensure that employees have read and understand the Email and Internet Usage Policy and Procedures
- b) Be the point in contact for employees reporting alleged breaches of this procedure
- c) Conduct a thorough and fair investigation of any alleged breaches of this procedure
- d) If deemed necessary follow the Union's Disciplinary Process if an employee is found to be in breach of this procedure.

5. PROCEDURE

The primary purpose for which access to email and the Internet are provided by the Union to its employees is to assist them in carrying out the duties of their employment.

- a) At the time of employment all new employees will be assigned an email address.
- b) All employees who have an email address and authorized access to the Union system automatically have "standard access" to the Internet.
- c) All employees shall be informed of the Union's Email and Internet Usage Policy at the time of their employment.
- d) Employees may not use email and internet access provided by the Union in such a way as to interfere with the duties of their employment or to expose the Union to cost or risk of liability.
- e) It is strictly prohibited to use the Union's assets or resources including email or internet access for personal business or personal gain.

6. ACCEPTABLE USE

The definition of acceptable use of the Internet is any use that is related to Union business.

Examples:

- a) Emailing an individual or organization involved in Union business or issues
- b) Accessing web sites that offer information about union business or related issues
- c) Accessing web sites for technical information
- d) Ftp sites that may have updates in relation to Union software.
- e) Sending and receiving limited personal email messages
- f) Limited access to the World Wide Web for personal purposes

In each case the extent of personal use should:-

Be moderate in time

Not incur any cost to the Union

Not interfere with the employment duties of the employee or their colleagues

Conform to this Email and Internet Usage Policy

7. UNACCEPTABLE USE

Email and Internet access provided by the Union **may not** be used for:-

- a) Any illegal purpose
- b) Personal commercial purposes
- c) Sending unsolicited bulk email
- d) Sending email to discriminate, harass, abuse or defame
- e) Sourcing downloading or transmitting pornographic, profane, or sexually explicit material (photos, jokes) etc
- f) Child pornography (this will not be tolerated under any circumstances and will lead to instant termination of employment)
- g) Distributing confidential information of the Union
- h) Knowingly causing interference with or disruption to any network, information service equipment or any user thereof
- i) Distributing employee's or Union members personal information without their consent thereby putting the Union in breach of Privacy Legislation and Union Policy
- j) Knowingly causing any other person to view content which could put the Union in breach of equal opportunity or sexual discrimination legislation and Union policy or
- k) Email that is in anyway abusive towards a gender, race, religion or sexual orientation
- l) Email that is in anyway abusive towards another person(s)

8. MONITORING OF EMAIL AND INTERNET USE

- a) The Union reserves the right to monitor the content of email messages sent to or received by its employees
- b) All email messages sent and received should be regarded as not secure
- c) Back up tapes of the Union's servers are made regularly. Back up and archived tapes contain copies of email that has been sent, received and deleted by the user. The actual content of messages, the date and time the message was transmitted received and opened and the email address of the sender and recipients are recorded. Most email documents are recoverable on back up tapes.
- d) The Union logs all internet usage and reserves the right to monitor the use of internet access.
- e) Internet logs are used to identify frequently visited sites and they can be used to identify wrongful use of the Internet. The logs can reveal information such as Internet servers, URL (Uniform Resource Locaters or website addresses) of sites visited, frequency and length of time that a site has been visited.
- f) Access to email back up tapes and internet logs is strictly limited to the Secretary
- g) The Union may monitor employee compliance to the Email and Internet use procedures if it has a reasonable cause to suspect than an employee is misusing Union email or the internet.
- h) The Union will not disclose any of the logged, or otherwise collected information to a third party except by compulsion of the law.
- i) A firewall is used as a safeguard to protect the Union hardware from computer virus damage and unauthorized entry into the network

9. REPORTING UNACCEPTABLE USE

If an employee feels that they are being unfairly disadvantaged by another employee, harassed or otherwise put in an compromising position due to misuse of the Unions email or internet use, the employee should

- a) Save any documents emails or other evidence regarding the alleged breach
- b) Advise the Secretary of the alleged breach of procedure

10. CONSEQUENCE OF UNACCEPTABLE USE

- a) Responsibility for the appropriate use of the Union's email and internet lies with the employee using it.
- b) The Union will review any alleged breach of email and internet use on an individual basis.
- c) An alleged breach shall be dealt with by the Unions Disciplinary Process
- d) If the alleged breach is of a serious nature, the employee shall be given an opportunity to be heard in relation to the breach.
- e) A serious breach may be treated as grounds for dismissal.

EFFECTIVE DATE

These procedures will take effect immediately upon approval by signature and will remain in effect until further notice.

(Attachment B)

Bullying Prevention:

1.1: Introduction:

Protection of employees from acts of bullying that may occur in our workplace is an issue of particular concern for the management of **The Australasian Meat Industry Employees Union** (Newcastle & Northern Branch).

The **AMIEU** (Newcastle & Northern Branch) acknowledges that workplace bullying is an occupational health and safety issue, which must be seriously addressed by the union for both the protection of **AMIEU** (Newcastle & Northern Branch) employees and members. Under certain conditions most people are capable of bullying. Bullying is not always intentional, sometimes people do not realise that their behaviour can affect others in certain ways. It is therefore the **AMIEU's** (Newcastle & Northern Branch) intention to ensure that all staff and members are aware of what constitutes bullying and to make it clear that the union has a **“zero tolerance”** approach to bullying in the workplace.

This bullying prevention program has been established by the **AMIEU** (Newcastle & Northern Branch) to ensure that procedures are in place to prevent bullying from occurring in our workplace. In addition these procedures also ensure that the union is well equipped to take swift and decisive action to respond to incidents of bullying and to assist its employees to resolve issues and recover from bullying should it occur.

1.2: What is Workplace Bullying?

Bullying involves **“repeated, unreasonable behaviour directed towards an employee, or group of employees, that creates a risk to health and safety”** (WorkSafe, Victoria)

“Unreasonable behaviour” refers to behaviour that a reasonable person, having regard to all the circumstances, would expect to humiliate, intimidate or threaten.

“Behaviour” includes actions of individuals or a group and may involve using systems of work as a means of victimising, humiliating, undermining or threatening.

“Risk to health and safety” includes risk to the mental and physical health of an employee.

“Repeated behaviour” refers to an established and persistent pattern of behaviour that can be identified.

The **AMIEU** (Newcastle & Northern Branch) recognises that workplace bullying exists in various forms and involves behaviour that intimidates, degrades or humiliates an employee. Such behaviour may include:

- ◆ verbal abuse, including yelling and screaming
- ◆ constant “put downs”
- ◆ aggression
- ◆ behaviour which is intended to punish
- ◆ poorly managed conflicts of opinion or personality clashes
- ◆ inappropriate comments about personal appearance
- ◆ persistent, unreasonable comments about work performance
- ◆ actual or threatened physical assault

It is all these behaviours which the **AMIEU** (Newcastle & Northern Branch) is determined to prevent from occurring in its workplace.

The **AMIEU** (Newcastle & Northern Branch) recognises that bullying usually comes from a source inside the workplace. This policy has been developed to deal with the internal threat of bullying.

It is the union's intention to address the threat of bullying or violence which union employees face in the course of their representative duties in a separate policy.

1.3: General Policy:

The **AMIEU** (Newcastle & Northern Branch) demands a bullying free workplace.

It is an expectation of all employees of the union that they behave in a professional manner and treat each other with dignity and respect when they are at work.

The **AMIEU** (Newcastle & Northern Branch) recognises that as part of its general "**duty of care**" obligations, the organisation is obligated to implement a risk management approach to:

1. Identify all possible sources of bullying
2. Assess the risks arising from these potential sources of bullying, and
3. Implement procedures to control the risk of harm to employees

The **AMIEU** (Newcastle & Northern Branch) will ensure that the identification and assessment of potential sources of bullying is undertaken in consultation with employees and that the people most likely to be affected are involved in determining how best to prevent bullying from occurring.

The procedures which the union will employ to identify, assess and manage the potential risk of bullying are detailed in section 1.4 Despite preventative measures, **The AMIEU** (Newcastle & Northern Branch) recognises the importance of having in place an incident management plan which will ensure that all employees are prepared to deal with bullying should it occur.

The AMIEU (Newcastle & Northern Branch) encourages all employees who experience bullying, or feeling threatened in any way, to report the issue to the Branch Secretary.

Such reports will be viewed as serious matters and will be investigated in a timely manner and in accordance with the principles of neutrality, confidentiality and natural justice.

Section 1.5 details the reporting and investigation procedures for dealing with bullying.

In order to minimise potential bullying, employees of the **AMIEU** (Newcastle & Northern Branch) must cooperate with this policy to ensure their own health and safety.

1.4: Procedures for Preventing Bullying in our Workplace:

1.4.1: Identifying Risk Factors:

To prevent the risk of bullying the Branch Secretary of the **AMIEU** (Newcastle & Northern Branch) will take measures to:

- ◆ Display and promote the Unions Anti-Bullying Policy and Procedures in the workplace.
- ◆ Induct all existing and all new employees in the Anti-Bullying Policy and Procedures.
- ◆ Provide appropriate training to employees to enable them to understand the **AMIEU's** (Newcastle & Northern Branch) "**zero tolerance**" policy on bullying and to assure employees that the union will appropriately investigate and resolve the reported issues.
- ◆ Examine any general grievance reports for signs of persistent conflict.
- ◆ Encourage and make it easy for employees to report incidents of bullying.
- ◆ Ensure that any workplace change such as, restructuring, introduction of

new work systems or work practices are undertaken in consultation with employees.

1.4.2: Assessing the Risk:

The risk of bullying will be assessed by the Secretary of the **AMIEU** (Newcastle & Northern Branch) by:

- ◆ Examining sick leave reports
- ◆ Encouraging open dialogue with employees and listening to their grievances
- ◆ Conducting annual interviews with all employees
- ◆ Conducting exit interviews with all employees

1.4.3: Controlling the Risk:

If risk factors are identified the Secretary of the **AMIEU** (Newcastle & Northern Branch) will take the following action to eliminate or reduce the likelihood of bullying occurring:

- ◆ Undertake a strategy of workplace relations monitoring by encouraging open discussion with individual employees
- ◆ Consult with employees prior to and during any workplace change
- ◆ Clearly define individual roles and responsibilities and reporting channels in position descriptions
- ◆ Develop a conflict management process
- ◆ Review the allocation of resources and working loads and working conditions.

1.5: What Happens When Bullying Occurs:

1.5.1: Reporting Incidents of Bullying:

The **AMIEU** (Newcastle & Northern Branch) encourages the reporting of bullying and emphasises to employees that reporting such incidents allows the management of the union to:

- ◆ develop an accurate picture of the nature and extent of bullying
- ◆ take action to address the issues being reported
- ◆ assess whether prevention measures are failing , where and in what ways
- ◆ “nip” emerging issues “in the bud”
- ◆ provide prompt assistance and support to employees

1.5.2: Reporting Procedures:

To ensure that all employees of the **AMIEU** (Newcastle & Northern Branch) feel comfortable and are able to report incidents of bullying the following procedures have been developed and agreed to by all employees.

1. If an employee feels that they are being bullied or feel threatened in any way they are encouraged to approach the Branch Secretary of the **AMIEU** (Newcastle & Northern Branch) to raise the issue verbally.
2. Should the bullying allegation be against the Branch Secretary of the Union the employee is to raise the issue verbally with the Assistant Secretary of the **AMIEU**.
3. If the allegation is serious and complex or if the person making the complaint feels more comfortable making a written complaint, the **AMIEU** (Newcastle & Northern Branch) encourages the complainant to submit a written complaint clearly outlining:

- ◆ The specific allegation of bullying
- ◆ The person(s) against whom the allegation is being made
- ◆ The specific circumstances of events, occasions on which the bullying is alleged to have occurred, including details of date, time, events, who was present
- ◆ The nature of the bullying including what was said and what actions took place
- ◆ Any witness to the occurrences

4. Depending on the nature and severity of the alleged complaint, the Branch Secretary and the employee alleging bullying will determine if an **Informal Direct** approach is to be made with the person being accused of bullying or if a **Formal Indirect** approach is to be instigated. (See section 1.5.3)

This decision will be made after the employee has been informed of both the informal and formal process and of their rights to have an advocate present throughout or at any stage of the process.

Should the person making the complaint chose the informal process first, they may at any stage elect to commence formal proceedings, should they have concerns about the impartiality of the process.

1.5.3: Responding to Reports of Bullying:

The following workplace bullying resolution procedure has been developed in consultation with all employees of the **AMIEU** (Newcastle & Northern Branch) and has been agreed to by all personnel.

In implementing this procedure the Management of the **AMIEU** (Newcastle & Northern Branch) embraces the following key principles which underpin the way in which the resolution process will be conducted. These key principles are as follows:

KEY PRINCIPLES:

1. All matters to be treated seriously:

The **AMIEU** (Newcastle & Northern Branch) will treat all reports of bullying seriously, demonstrating to employees the unions commitment to its “**zero tolerance**” bullying policy.

2. Prompt action to be initiated:

The **AMIEU** (Newcastle & Northern Branch) will act promptly to deal with a complaint of bullying to ensure that the matter is dealt with as quickly and as fairly as possible.

3. Neither party to be victimised:

The **AMIEU** (Newcastle & Northern Branch) will ensure that any employee who raises an allegation of bullying will not be victimised, nor will the employee against whom the allegation is raised.

4. Support for both parties:

The **AMIEU** (Newcastle & Northern Branch) will ensure that both parties to the complaint are encouraged to obtain counselling support from appropriate external sources.

5. Matter to be managed with neutrality:

The **AMIEU** (Newcastle & Northern Branch), in dealing with the bullying allegation and investigation, will at all times show impartiality towards all parties to the complaint.

Everyone involved in the resolution and investigation process should have confidence in the impartiality of the process. All parties will be encouraged to be accompanied by a support person/representative during formal and informal discussions, to ensure the transparency and integrity of the process.

Should either party or the Branch Secretary feel that neutrality cannot be guaranteed, the option of referring the matter to an external third party will be canvassed and an agreement as to whom the independent person/organisation should be sought from the parties

6. Parties to be informed of process:

The **AMIEU** (Newcastle & Northern Branch) will ensure that once a complaint of bullying has been made, both parties to the complaint will be told the process that the union will use to investigate and resolve the matter, including how long it will take, and what they can expect will happen during and at the end of the process.

7. The matter to be treated confidentially:

The **AMIEU** (Newcastle & Northern Branch) will at all times ensure that the matter will be managed within the guidelines of strict confidentiality.

8. Clear records to be maintained:

The **AMIEU** (Newcastle & Northern Branch) will ensure that a record of all meetings, interviews and discussions will be kept detailing who was present, what was said and what was agreed to.

9. Natural Justice will be upheld:

The **AMIEU** (Newcastle & Northern Branch) will ensure that the principles of natural justice will be followed during all investigations to protect the integrity of both parties. Such principles include:

- ◆ at all times a “fair go all round” will be afforded to both parties
- ◆ both parties have the right to present their case and for their position to be objectively listened to.
- ◆ both parties have the right to be independently represented at all stages of the process should they so desire
- ◆ the person accused of the bullying allegation will remain innocent until proven guilty of the offence, beyond reasonable doubt
- ◆ both parties have the right of appeal against the outcome of the process
- ◆ both parties will be advised of their right to appeal the outcome of the investigation

1.6: The Resolution Process:

Once a complaint of bullying has been raised, either verbally or in writing, the Branch Secretary of the **AMIEU** (Newcastle & Northern Branch) will respond in the following way:

The Informal Direct Approach:

1. The Branch Secretary will discuss the issue with the employee making the allegation to clarify the matters being raised and offer to facilitate a discussion between the parties to have the issues raised and to identify a means of resolving the matter and monitoring the outcome. The employee making the complaint will be offered professional counselling and informed of their right to be represented at the proposed meeting. A record of this meeting will be maintained by the Branch Secretary
2. The Branch Secretary will discuss the allegation with the employee against whom the complaint has been made and indicate the intention to facilitate a meeting to discuss and resolve the issues. The employee against who the complaint is being made will be informed of their right to be represented at the proposed meeting. A record of this meeting will be maintained by the Branch Secretary.

3. If both parties agree to this approach a meeting will be held within 7 days of the complaint being made (if reasonably practicable). Every attempt will be made to allow the issues to be raised and to have both parties air their views, and to have the issues resolved.
4. During the period between the complaint being raised and the matter being resolved steps will be taken to ensure that informal contact between either party is minimised. Any contact between the parties required for the purposes of conducting the business of the Union will occur in the presence of the Branch Secretary or Branch President.
5. If the matter is able to be resolved in this manner, the parties will agree on a way to conclude the matter, a way to resolve any outstanding issues so that both parties can work together effectively and a way to monitor the outcome over the proceeding six months. A record of these agreements will be produced and signed by the Branch Secretary, the complainant and the person responding to the allegations.
6. If the matter is not able to be resolved in this manner, the person making the complaint will be formally invited to put the complaint in writing and a formal indirect approach will commence.

Formal Indirect Approach: If the employee making the complaint or the person against who the complaint is being made insists or if the Branch Secretary deems the allegation of a serious matter, a formal indirect procedure will be encouraged by the Branch Secretary. Such an approach will be as follows;

1. The employee making the complaint will be asked to detail the allegation in writing within 7 days.
2. The employee against whom the complaint is being made will be formally advised of the allegation and advised that they will be given a copy of the complaint when received by the Branch Secretary.
3. Upon receipt of the written complaint the Branch Secretary will give a copy to the person against whom the complaint is being made and will be asked to formally respond to the specific issues raised within 7 days.
4. On receipt of this response, the Branch Secretary will formally provide a copy of the response to the employee making the complaint and advised of their right of reply. The person making the complaint will be asked to respond to the other person's response within 7 days.
5. Both parties will be advised of the investigation process and given a time frame in which the matter will be considered and resolved.
6. During this phase both parties will be advised of their right to representation and will be advised of the Unions commitment to provide external counselling or support if requested.
7. Should either party or the Branch Secretary feel that neutrality cannot be guaranteed, the option of referring the matter to an external third party will be canvassed and an agreement as to whom the independent person/organisation should be sought from the parties.

1.7: The Investigation Process:

Once all of the written documents have been exchanged, the Branch Secretary will immediately implement the following process to investigate the allegations.

1. All parties, including the Branch Secretary, will be asked if they wish an independent facilitator to be appointed to assist the Branch Secretary to conduct the investigation. If any party indicates their desire to have a facilitator appointed, the Branch Secretary will appoint a person acceptable to both parties. Failing the parties

agreeing, the matter will be referred to a recognised conflict resolution organisation to be dealt with

2. Both employees' documents will be reviewed by the Branch Secretary (and the facilitator, if appointed).
3. The Branch Secretary (and facilitator) will interview "in confidence" any witnesses formally nominated by either employee, who agrees to make a signed statement. The Branch Secretary will keep a record of these discussions.
4. Both employees will be interviewed separately by the Branch Secretary (and facilitator).
5. On consideration of the written evidence, the account of witnesses and the account of both parties the Branch Secretary will make an informed judgement as to whether bullying has, in his/her opinion, occurred.
6. If required the Branch Secretary will seek independent legal or professional advice in reaching his/her conclusion.
7. Both employees will be advised of the decision within 14 days of commencement of the investigation.

1.8: Managing the Outcome:

In the event of the bullying allegations being substantiated;

Should the allegation of bullying be substantiated in the view of the Branch Secretary the following actions will be taken:

Depending on the seriousness and the extent of the bullying the employee responsible for the bullying behaviour will:

1. receive counselling from the Branch Secretary, warning of the seriousness of the behaviour and the Union's "**zero tolerance**" position on bullying, and asked to remedy their behaviour, or
2. receive a verbal warning to desist from such bullying behaviour or face formal disciplinary action, or
3. receive a formal written warning to desist from such behaviour and warned that should such behaviour continue formal disciplinary action leading to termination of employment may result, or
4. be summarily dismissed.

If the employee found to have engaged in bullying behaviour remains in the **AMIEU's** (Newcastle & Northern Branch) employment, the following actions will be taken:

5. An agreed resolution arrangement will be documented and agreed to by all parties to ensure the resolution of the specific issues and the ongoing management of the working relations of all parties. This agreed resolution will be signed by the Branch Secretary, the complainant and the respondent.
6. An agreed strategy to regularly monitor compliance with the agreed resolution arrangement over the proceeding six month period will also be documented and signed by the Branch Secretary, the complainant and the respondent.
7. It will be the responsibility of the Branch Secretary to ensure that the agreed resolution arrangement and the agreed monitoring process is implemented and adhered to
8. Both parties will be counselled and offered professional external counselling to deal with any personal or inter-personal issues resulting from the complaint.
9. Any staff member affected by the allegations and subsequent investigation

will be offered external counselling services.

10. Both parties will be advised of their right of appeal by lodging the basis of their appeal with the Branch Executive members of the AMIEU who have not been directly involved, who will investigate their appeal in accordance with the afore mentioned procedures.
11. The Branch Secretary, in consultation with staff will examine existing work practices to identify and assess any underlying risk factors which may have contributed to bullying occurring and will take steps to control such risk factors.

In the event of the bullying allegations not being substantiated:

1. If the complaint is proven to be vexatious, the person making the complaint will be disciplined as detailed in points 1- 4 above
2. If the complaint is not proven, an agreed resolution arrangement will be documented and agreed to by all parties to ensure the resolution of the specific issues and the ongoing management of the working relations of all parties. This agreed resolution will be signed by the Branch Secretary, the complainant and the respondent.
3. An agreed strategy to regularly monitor compliance with the agreed resolution arrangement over the proceeding six month period will also be documented and signed by the Branch Secretary, the complainant and the respondent.
4. It will be the responsibility of the Branch Secretary to ensure that the agreed resolution arrangement and the agreed monitoring process is implemented and adhered to
5. Both parties will be counselled and offered professional external counselling to deal with any personal or inter-personal issues resulting from the complaint.
6. Any staff member affected by the allegations and subsequent investigation will be offered external counselling services.
7. Both parties will be advised of their right of appeal by lodging the basis of their appeal with the Branch Executive of the AMIEU who have not been directly involved who will investigate their appeal in accordance with the afore mentioned procedures.

Note:

Nothing in this procedure prevents the employee making the complaint or the employee against whom the complaint is alleged from seeking assistance from:

- ◆ WorkCover
- ◆ Australian Industrial Relations Commission
- ◆ Industrial Relations Commission of NSW
- ◆ Human Rights and Equal Opportunity Commission
- ◆ Discrimination Board of NSW.

1.9: The Consultation Process:

This Bullying Prevention Policy and Procedure has been issued to all employees of the **AMIEU** (Newcastle & Northern Branch). All employees were asked for their comments on the documented procedures and asked to offer suggestion on how the procedures could be changed to ensure they were practical and easily implemented.

Following discussion and some redrafting of the procedures, all employees of the AMIEU (Newcastle & Northern Branch) have endorsed the Union's policy and procedures as documented in this document:

(Attachment C)

AMIEU Newcastle & Northern Branch Code of Conduct:

Introduction

The AMIEU (Newcastle & Northern Branch) believes that all employees should be treated equally and fairly at all times.

The AMIEU (Newcastle & Northern Branch) believes all employees are entitled to work in an environment that is safe and free of violence, harassment, conflict or discrimination of any kind.

The AMIEU (Newcastle & Northern Branch) believes that the workplace should be such that workers are not exposed to physical injury or mental anguish at anytime.

Our duty is to provide a service to the members of the AMIEU (Newcastle & Northern Branch) wherever they may be located, irrespective of the type of work they perform or when they perform that work.

Unless we, the Officials and staff of the Union, work together at all times to deliver this service we cannot expect the membership to grow and the Union to flourish.

So that we are able to work effectively together a number of procedures and appropriate communication systems are being formalised to ensure that everyone is aware of what is expected of them and of what is happening within the Union, and in the office. These procedures and this communication strategy are being established in consultation with all staff and will be implemented by the Branch Secretary.

The Code of Conduct forms a central part of the procedures needed to ensure that we can all work together cooperatively and productively for the benefits of ourselves and our members.

Purpose:

This Code of Conduct sets out the agreed way in which employees of the AMIEU (Newcastle & Northern Branch) will treat each other and conduct themselves while acting as an officer/employee of the Union.

The purpose of having this Code is to achieve a standard of behaviour which upholds the fundamental beliefs and commitment that Unions have - namely:

- cooperation and communication between individuals at work,
- trust and respect for one another,
- all people being treated with dignity and equality,

This Code of Conduct is binding, any breach of this code by an individual is a breach of that individual's contract of employment and could result in disciplinary action in accordance with the AMIEU's (Newcastle & Northern Branch) grievance and disciplinary procedure.

Code of Conduct:

All persons employed by the AMIEU (Newcastle & Northern Branch), including officials will at all times:

1. Treat each other, the members and visitors with respect, dignity and tolerance:

- i. be polite and courteous towards each other
- ii. speak to each other in a manner that is not rude, abusive or aggressive
- iii. do not yell, scream or swear at others
- iv. act towards each other in a way that is not intimidating, insulting, antagonising or derisive
- v. respect that others have a right to have and express a different point of view
- vi. respect and show acceptance of individual differences
- vii. cooperate and communicate with fellow workers to ensure that everyone can carry out their tasks effectively and efficiently

2. Carry out their duties with care, diligence and honesty:

- i. Carry out all duties and responsibilities in accordance with job descriptions
- ii. Promptly respond to all enquiries and voice messages
- iii. Ensure that information and advice given on behalf of the union is current and accurate
- iv. Ensure that all undertakings given are carried out within agreed timeframes or renegotiated timeframes
- v. Report on work activities in an agreed format and timeframe
- vi. Utilise Union resources for the primary purpose of conducting Union business

3. Behave in a way that upholds the principles and reputation of the AMIEU (Newcastle & Northern Branch) and the Australian Union movement:

- i. Conduct all union business frankly and honestly with due respect for the people involved and the processes which apply
- ii. At all times represent the views and the interests of the membership without compromise
- iii. Always maintain composure when dealing with difficult situations

4. Comply with any reasonable and lawful direction by the Branch Secretary or his/her appointee. In carrying out these directions all employees can expect:

- i. That such directions are fair, reasonable and lawful
- ii. That all employees are treated equally and without bias
- iii. That if an employee feels any direction is unreasonable that they have the right to raise their concerns or utilise the Unions grievance procedure.