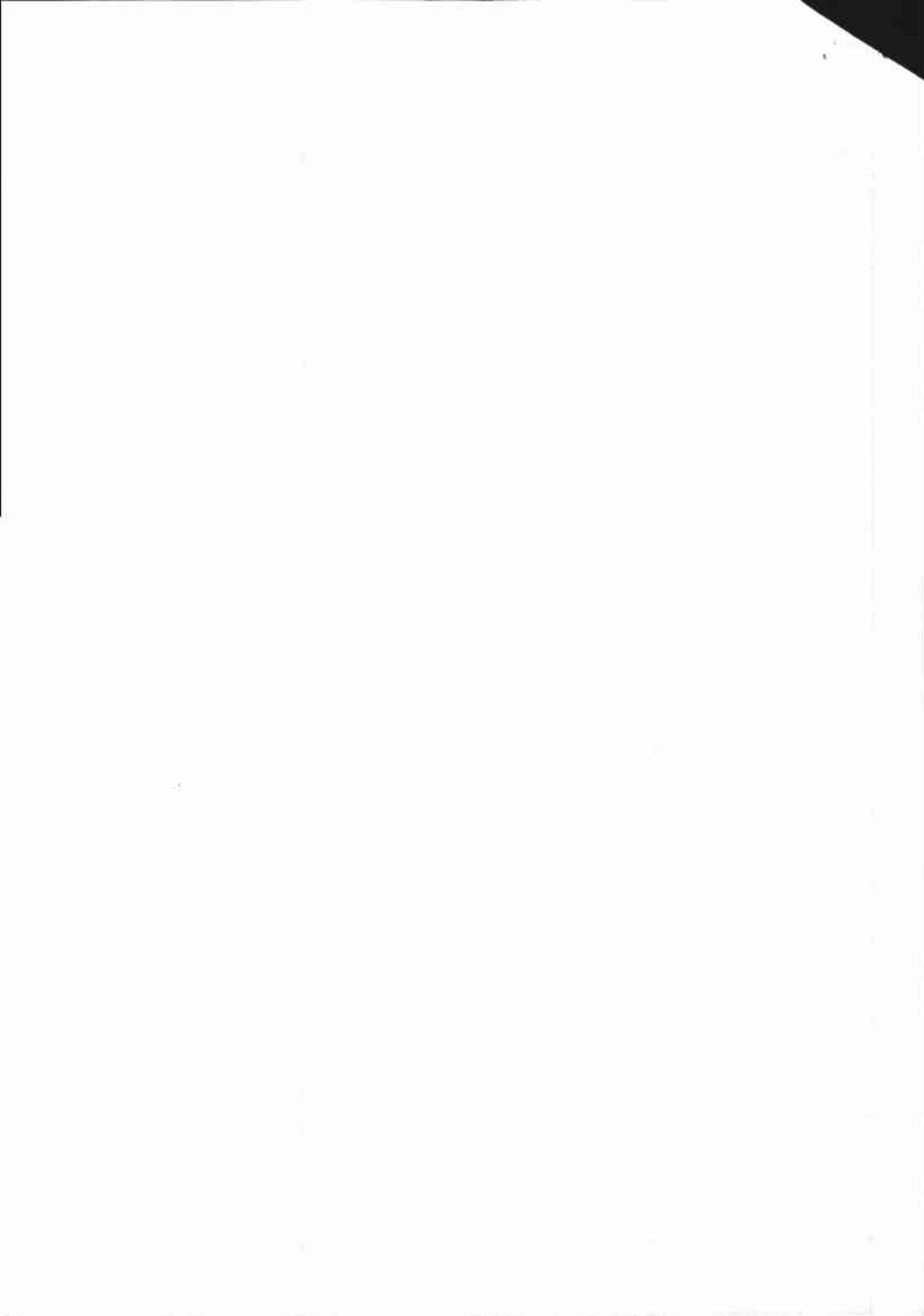


# ENTERPRISE AGREEMENT

NO. EA 98/128  
.....

DATE REGISTERED 24-3-98  
.....

PRICE \$ 74-00  
.....



REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/128

TITLE: Kurri Contracting Services Enterprise Agreement 1998

I.R.C. NO: 98/1190

DATE APPROVED/COMMENCEMENT: 24 March 1998

TERM: 30 June 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees engaged under the Miscellaneous Gardeners, &c. (State) Award

PARTIES: Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales  
Branch -&- Chamber of Manufactures of New South Wales (Industrial)



**KURRI CONTRACTING SERVICES  
ENTERPRISE AGREEMENT 1998**



**1. PREAMBLE**

Kurri Contracting Services is a non-profit organisation funded by the Department of Health & Family Services. The vision of the organisation is to give people with disabilities the opportunity to live and work in a community that respects and accepts them as individuals and equals.

It is acknowledged that Kurri Contracting Services is an organisation that as a general rule does not operate pure employment services in a strictly commercial sense. The organisation operates in an employment - like environment in which a range of additional support services are provided, including :-

- vocationally-related training ;
- work experience ;
- assistance with progression to open employment ; and
- a range of support services.

The primary relationship that exists between Kurri Contracting Service and its employees - who are disabled - extends beyond that which is generally expected in an employer-employee relationship.

It is further acknowledged that this primary relationship will have a direct impact on the operational costs of the service, and on the conditions of employment contained in this agreement.

The Enterprise Agreement has been developed with a view to achieving the vision, and to increasing employment options for people with disabilities. Through ongoing training and support, people with disabilities will be given the opportunity to work and therefore, contribute to the community, increase their self esteem and to exercise choice in their way of life. The Enterprise Agreement through its training and support content promotes community acceptance and recognition of the rights and abilities of all people with disabilities.



**2. TITLE**

This agreement shall be known as the "**Kurri Contracting Services Enterprise Agreement 1998**"

**3. APPLICATION OF THE MISCELLANEOUS GARDENERS, &c. (STATE) AWARD**

This agreement shall operate and be read so as to operate in conjunction with the Miscellaneous Gardeners &c. (State) Award or any award made in succession thereof, and to the extent that the provisions of the Miscellaneous Gardeners &c. (State) Award, as amended from time to time are inconsistent with the provisions of this agreement, the provisions of this agreement shall apply to the extent of any inconsistencies.

**4. ARRANGEMENT**

This agreement is arranged as follows ;

**PART 1 PURPOSE**

- 1.1 Intention
- 1.2 Duress
- 1.3 Incidence
- 1.4 Date and Period Operation
- 1.5 No Extra Claims
- 1.6 Demarcations
- 1.7 Industrial Action

**PART 2 TERMS AND CONDITIONS OF EMPLOYMENT**

- 2.1 Terms of Engagement
- 2.2 Engagement
  - 2.2.1 Permanent/Temporary Employees
  - 2.2.2 Part-Time Employees
  - 2.2.3 Casual Employees
  - 2.2.4 Seasonal Employees
- 2.3 Probationary Period
- 2.4 Termination of Employment
- 2.5 Performance of Work
- 2.6 Summary Dismissal



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**PART 3 DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING**

- 3.1 Classifications
- 3.2 Skills Development
  - 3.2.1 Training
  - 3.2.2 Career Path Planning
  - 3.2.3 Progression
  - 3.2.4 Performance Review

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  - 4.1.1 Wage Increases
- 4.2 Overtime
  - 4.2.1 Monday to Friday
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  - 4.2.3 Sunday and Holidays
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- 5.1 Ordinary Hours of Work
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- 5.3 Saturday Ordinary Hours of Work
- 5.4 Meal Breaks
- 5.5 Rest Pause ( Morning Tea )
- 5.6 Accrued Leisure Time (RDO'S or Flexi-time)
  - 5.6.1 One day Off after 19 Days
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  - 5.6.3 Other Agreed methods of Implementation
  - 5.6.4 Work on a Rostered Day Off

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- 6.2 Family Leave
- 6.3 Annual Leave
  - 6.3.1 Entitlement



6.3.2 Annual Holiday Loading

- 6.4 Long Service Leave
- 6.5 Bereavement Leave
- 6.6 Compassionate Leave

- 6.7 Public Holidays
  - 6.7.1 Absent Without Leave

- 6.8 Jury Service
- 6.9 Parental Leave
- 6.10 Leave Without Pay



**PART 7 COMPANY POLICY AND PROCEDURES**

- 7.1 Avoidance of Disputes Procedure
  - 7.1.1 Procedure Principles
  - 7.1.2 Resolution Procedure
- 7.2 Disciplinary Procedures
  - 7.2.1 Definitions
  - 7.2.2 Unsatisfactory Work Performance or Conduct
  - 7.2.3 Serious Misconduct
- 7.3 Equal Employment Opportunity



**PART 8 OCCUPATIONAL HEALTH AND SAFETY**

- 8.1 Protective Clothing and Safety Equipment
- 8.2 Workers Compensation
- 8.3 First Aid
- 8.4 Inclement Weather
- 8.5 Drinking Water

**PART 9 MISCELLANEOUS**

- 9.1 Superannuation

**PART 10 SIGNATORIES TO AGREEMENT**

**SCHEDULE "A"**

## **PART 1 - PURPOSE**

### **1.1 Intention**

This is a single site agreement which has been developed through a process of consultation and reflects a commitment to developing a multi-skilled work force and achieving a flexible and more competitive enterprise.

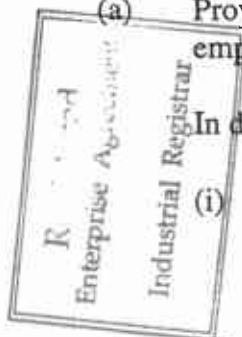
Our intention is to create an environment which will encourage and support a highly skilled and committed work force where participation and development of employees will be a priority for the betterment of the individual and the business.

Work will be organised to maximise the flexibility of the work force and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained. Single status employment will be upheld wherever possible.

The agreement aims to further the objectives of Kurri Contracting Services which is to:

- (a) Provide training and access to employment mainly for disabled persons with emphasis on encouraging disabled employees to move into open employment.

In doing so Kurri Contracting Services will endeavour :



- (i) to work co-operatively with the community, agencies and government in developing and implementing planning, strategies, management and project based activity.
- (ii) to stimulate the development of disability services within Hunter region.
- (iii) to enhance the quality of employment of Kurri Contracting Services employees.
- (b) In this agreement, these aims will be strengthened by :
- (i) developing a team approach to all enterprise activity, which will enable any employee to perform, where required, any enterprise task for which that employee is suitably trained.
- (ii) developing a workplace culture characterised by structures in which quality management responsibilities are shared by all employees, and in which multi-skilling and continuous skills development, together with the sharing of broad common goals among employees and management, are features of the workplace.
- (iii) developing structures and procedures which reflect the principles of employee consultation and participation by employees in decision making processes.

**1.2 Duress**

The parties agree that this agreement was not entered into under duress and is in the interest of the parties to the agreement. Special arrangements have been made to ensure that people with disabilities have been adequately consulted.

**1.3 Incidence**

This agreement shall be binding upon ;

Kurri Kurri Community Centre Inc. (hereafter referred to as ("**the Organisation**") of 251 Lang Street KURRI KURRI, NSW 2327 in respect of employees covered by this agreement ; and

The Australian Liquor Hospitality and Miscellaneous Workers Union - Misc Division, (hereafter referred to as "**the Union**") its officers and members and persons eligible to be members of the Union employed by the Company.

This agreement shall apply to all employees of Kurri Contracting Services engaged in the classifications specified in Clause 3.1 Classifications of this agreement.

**1.4 Date and Period of Operation**

This agreement shall operate from the <sup>24.3.98</sup>~~date of certification~~ and shall remain in force until 30 June 1999.

**1.5 No Extra Claims**

No extra claims including wage or allowance increases shall be granted or claimed other than those contained or provided herein for the duration of this agreement.

**1.6 Demarcations**

It is agreed there will be no demarcations other than those arising from individual levels of skill.

**1.7 Industrial Action**

No industrial action will be taken during the life of this agreement in support of causes influenced by organisations outside the company sphere, except for National or State stoppages whereas the individual employee will have the option to participate at his/her discretion.



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## **PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Terms of Engagement**

Upon engagement, the company shall provide each new employee with a written Terms of Engagement encompassing a job description which shall specify the following information :

- (i) qualifications or experience required for the position and ;  
lines of authority and ;  
accountabilities, functions and responsibilities and ;  
frequency and type of staff appraisal and ;  
terms and conditions of service.
- (ii) a summary of the duties of the position, including a signed statement that the employee acknowledges and understands the provisions of the terms of engagement and will carry out other duties as required by the company.
- (iii) a summary of requirements, if any, for the position which have been specified by the funding authority.
- (iv) commencement date and of completion of the employee's contract of employment and ;  
the employee's regular hours of work and ;  
the employee's classification ;  
the employee's rate of pay.
- (v) a summary of the employee's training obligations.
- (vi) information about the Enterprise Agreement, and time will be made available for the employee to read. An advocate, friend and/or family member will be requested to assist those employees unable to understand its content.
- (vii) any other information including Company Policy, and procedures.

### **2.2 Engagement**

#### **2.2.1 Permanent Employees**

Except for casual, part-time and/or seasonal employees, engagement shall be by the week.

#### **2.2.2 Part-Time Employees**

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 permanent/temporary employees. A part time employee shall be paid a pro-rata

proportion of the full time weekly rate applying to the classification, and shall be entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

### **2.2.3 Casual Employees**

Casual employees shall mean an employee who is paid as such and engaged by the hour.

A casual employee, in addition to the hourly rate calculated in accordance with this agreement applying to the employees classification, shall be paid twenty four per cent (24 %) inclusive of the annual leave entitlement pursuant to the Annual Holidays Act 1944.

Casual employees will be engaged only where there is an unforeseen, immediate and short-term need for such employment.

If the need to perform the tasks continues beyond the initial short-term period, the position may be filled by part or full-time engagement.

### **2.2.4 Seasonal Employees**

A seasonal employee shall mean a person engaged specifically to provide additional labour during periods of identified operational needs.

A seasonal employee may be engaged on either a permanent or part-time basis but must be for a specific term.

## **2.3 Probationary Period**

A probationary period of three months will apply to all new employees. During this period the employee's performance will be monitored with the employee being advised regularly of their performance outcomes.

## **2.4 Termination of Employment**

In order to terminate the employment of an employee the company shall give to the employee the following notice :

| <b>Period of Continuous Service</b>         | <b>Period of Notice</b> |
|---|-------------------------|
| Not more than 1 year                        | One week                |
| More than 1 year but not more than 3 years  | Two weeks               |
| More than 3 years but not more than 5 years | Three weeks             |
| More than 5 years                           | Four weeks              |

The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the company.

The notice of termination required to be given by an employee shall be the same as that required of the company, except that there shall be no additional notice based on the age of the employee concerned.

By mutual arrangement between the parties, employees after having been given or have given notice, may leave their employment before the expiration of the notice period and receive wages up to the last day worked.

**2.5 Performance of Work**

Employees will perform all work within their skill and competence, including work that may be peripheral and/or incidental to their main task or function. Further, it is agreed that there will be no demarcations other than those arising from individual levels of skill, competence and training.

**2.6 Summary Dismissal**

Notwithstanding the provisions of subclauses 2.3 and 2.4 the company shall have the right to dismiss any employee without notice for serious misconduct, which justifies instant dismissal - including but not limited to - refusal of duty or failure to obey the OH&S Act and associated regulations in which case the employee shall be paid up to the time of dismissal only.



## PART 3 - DEFINITIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

### 3.1 Classifications

All employees of the company shall have a basic knowledge and/or shall undertake training in the following:

#### Company Induction

- \* Information on the company
- \* Conditions of employment
- \* Introduction to supervisors and fellow workers
- \* Company policies and procedures
- \* Occupational Health and Safety policy
- \* Equal Employment Opportunity policy



#### INTRODUCTORY LEVEL

An employee at this level exercises minimal judgement, performs a range of varied but simple tasks, using well-established techniques and practices under direct supervision. An employee at this level is undertaking training to enable him/her to work at a higher level. After three months employment at this level, an employee shall progress to Gardener Level 1.

An employee appointed to this level may be required to perform any of the duties associated with the position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following :

1. Bagging Grass ; and
2. General Cleaning ; and

other duties for which the employee has been trained and deemed necessary by the company to complete a task at this grade.

#### GARDENER LEVEL 1

An employee at this level performs a range of varied but simple tasks, using well-established techniques and practices under direct supervision either individually or in a team environment.

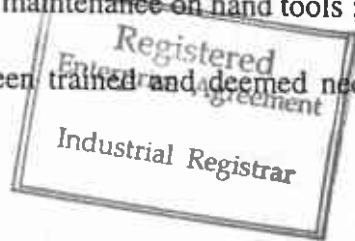
An employee at this level exercises skills beyond those of an Introductory Level employee and undertakes additional training to enable the employee to progress to Gardener Level 2.

An employee appointed to this level may be required to perform any of the duties of a Introductory Level employee and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to

the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following ;

1. Watering using hand held hoses ; and
2. Using and performing routine maintenance on hand tools ; and

other duties for which the employee has been trained and deemed necessary by the company to complete a task at this grade.



### **GARDENER LEVEL 2**

An employee at this level performs a range of varied but simple tasks above those of a Gardener Level 1 employee, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 1 and undertakes additional training to enable the employee to progress to Gardener Level 3.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 1 and any of the duties associated with this position for which he/she has been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following :

1. Motor Mowing by hand (push mowers); and
2. Performing routine maintenance on motor mowers ; and
3. Using basic fixed sprinkler systems ; and

other duties for which the employee has been trained and deemed necessary by the company to complete a task at this grade.

### **GARDENER LEVEL 3**

An employee at this level performs a range of varied tasks above those of a Gardener Level 2, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 2 and is undertaking additional training to enable the employee to progress to Gardener Level 4.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 2 and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following :

1. Bagging Grass ; and
2. General Cleaning ; and



3. Motor Mowing by hand ; and
4. Brushcutter Operating ; and
5. Blower Vac Operating ; and
6. Basic Weeding ; and
7. Motor Mowing using ride on mower ; and
8. Routine Maintenance on motorised self propelled mowers and motorised edgers
9. Organising work of other employees ; and
10. Liaising with Customer Contacts, and

other duties for which the employee has been trained and deemed necessary by the company to complete a task at this grade.



#### **GARDENER LEVEL 4**

An employee at this level performs a range of varied tasks above those of a Gardener Level 3, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 2 and undertakes additional training to enable the employee to progress to Gardener Level 4.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 2 and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following ;

1. Bagging Grass ; and
2. General Cleaning ; and
3. Motor Mowing by hand ; and
4. Brushcutter Operating ; and
5. Blower Vac Operating ; and
6. Motor Mowing using ride on mower ; and
7. Use of motorised edgers ; and
8. Performance of routine maintenance on ride on mowers and motorised edgers ; and
9. Organising work of other employees ; and
10. Liaising with Customer Contacts; and

other duties for which the employee has been trained and deemed necessary by the company to complete a task at this grade.

**GARDENER LEVEL 5**

An employee at this level performs a range of varied tasks above those of a Gardener Level 4, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 4 and undertakes additional training to enable the employee to progress to Gardener Level 6.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 4 and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Brushcutters and or whipper snippers.
2. Maintenance of above equipment.



**GARDENER LEVEL 6**

An employee at this level performs a range of varied tasks above those of a Gardener Level 5, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 5 and undertakes additional training to enable the employee to progress to a Gardener Level 7.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 5 and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Ride on Mowers
2. Pruning techniques.
3. Maintenance of ride on mowers

**GARDENER LEVEL 7**

An employee at this level performs a range of varied tasks above those of a Gardener Level 6, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 6 and undertakes additional training to enable the employee to progress to Gardener Level 8.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 6 and any of the duties associated with this position for which they

have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. Working under routine supervision.
2. Assisting supervisor with quality control of work.
3. Assisting supervisor to co-ordinate equipment and work.



### **GARDENER LEVEL 8**

An employee at this level performs a range of varied tasks above those of a Gardener Level 7, using well-established techniques and practices under direct supervision individually or in a team environment.

An employee at this level exercises skills beyond those of a Gardener Level 7 and undertakes additional training to enable the employee to progress to a Supervisor.

An employee appointed to this level may be required to perform any of the duties of a Gardener Level 7 and any of the duties associated with this position for which they have been trained. He/she shall undertake all routine activities related to the duties and apply established practices and procedures. The duties of an employee at this level shall include but are not limited to the following:

1. May work under general supervision.
2. Can follow grievance procedure.
3. Can identify and implement company safety procedures, and can ensure correct use of safety equipment.
4. Can assist in job training under direction of supervisor.
5. May perform basic office administration.

### **3.2 Skills Development**

The parties to this agreement are committed to providing for a more flexible working arrangement, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in employee development.

The organisation recognises that appropriate training and development is critical for all employees. Training and development will be directed towards a highly skilled and productive work force, a supportive working environment designed to broaden an employee's skills base.

Every employee will be given the opportunity to undertake training subject to the requirements to maintain productivity levels, the skills needed within the organisation and the financial constraints of the organisation - and further the requirements of the Disability Service Standards.

The organisation will endeavour to provide employees with career opportunities through appropriate training and education. Training programs will be structured to

meet all current legislative requirements and where practicable, training, learning outcomes, assessment and certification will comply with the enterprise competency standards developed by the organisation and consistent with National Training Board principles.

### **3.2.1 Training**

Training is a feature of skills development, and where it is determined by the organisation that training is required it shall be so arranged to be included as part of an employee's normal working hours.

A structured orientation program will introduce new employees to relevant aspects of the organisation and will aim to prepare them for their role and responsibilities.

A mechanism will be put in place for identifying employee development and education needs. The mechanism will take account of such issues as employee appraisals, objectives of the organisation and quality assurance.

Employees will be provided with the opportunity to attend on-the-job training, in-service education and continuing education programs which are appropriate to their work.

Employees may be required to perform work which, while primarily involving the skills of the employee's calling, are incidental or peripheral to the primary task, but will facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

### **3.2.2 Career Path Planning**

A career path structure will be made available to all employees of the organisation. It will be based on the development of a job model matrix, through the identification of skills held by employees and/or required by the organisation. Career progress will be linked to skill development exercises, in-house on the job training, and/or off-site training with training providers and through the development of educational strategies.

### **3.2.3 Progression**

An employee is required to have obtained the requisite skills nominated within a Level before advancing to that higher level.

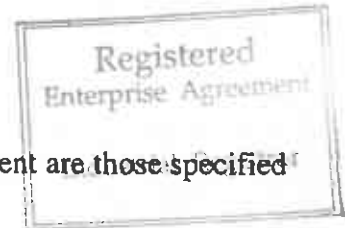
### **3.2.4 Performance Review**

A review of an employee's performance shall take place three months after commencement. A further review shall take place six months after commencement and every six months thereafter.

Progression through the levels structure is dependant upon the aspirations of the employee and the needs within the structure of the organisation.

**PART 4 - WAGES AND ALLOWANCES**

**4.1 Remuneration**



The minimum rates of pay for employees covered by this agreement are those specified in the attachment, **SCHEDULE "A"**

The agreement recognises the need for employees to benefit from an improved economic climate and to catch up with the cost of living.

To this extent a five percent (5%) increase will be paid on the agreement rates of pay from the first pay period on or after the 30 June 1998.

The rates of pay recognise and compensate the flexible arrangement within the work force in relation to the way employees utilise the skills they possess.

Assessment of employees from the current classification structure to the agreement levels structure shall be conducted by Kurri Contracting Services personal and an independent assessor ( with the appropriate workplace assessor qualification ).

Savings clause shall apply to current rates of pay, so that no current employee shall receive less than they receive prior to the implementation of the agreement.

**4.2 Overtime**

The organisation may require an employee to work a reasonable amount of overtime as and when required. The amount of overtime worked may vary according to work loads and organisation needs. The working of overtime shall be mutually agreed between the parties.

In the computation of overtime each day shall stand alone. For the purposes of this clause, a day shall mean "from the commencement of one ordinary shift to the commencement of the next ordinary shift".

**4.2.1 Monday to Friday**

For all work done outside ordinary hours the rate of pay shall be time and one half for the first two hours and double time thereafter. Such double time is to continue until the completion of the overtime work.

**4.2.2 Saturday**

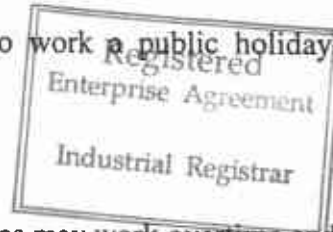
For all work done outside ordinary hours on a Saturday the rate of pay shall be time and one half for the first two hours and double time thereafter. Such double time is to continue until the completion of the overtime work.

#### **4.2.3 Sunday and Holidays**

An employee shall be paid at the rate of double time for all work done on Sundays, such double time to continue until the completion of the Sunday overtime work.

All time worked on public holidays shall be paid for at the rate of double time and one half, with a minimum of four hours at the appropriate rate of pay. Such payment shall be in substitution for and not cumulative upon provisions of Clause 6.7 **Public Holidays** of this agreement.

An employee shall, when called upon to work a public holiday, be guaranteed a minimum payment of four hours.



#### **4.2.4 Banking of Overtime**

On the approval of the Company, employees may work overtime and may take off time accumulated by so working, but only under the following conditions :

- (i) Once overtime is worked and banked, the time banked will be calculated at overtime rates. (eg. In any one weekday, the overtime worked will be banked at the rate of ordinary time and a half for the first two hours, and double ordinary time thereafter.)
- (ii) Overtime may be banked up to an accumulated maximum equivalent to twenty (20) hours ordinary time. Once per year, an employee may bank up to thirty two and one half ( 32.5 ) hours by mutual agreement with the company on the condition that such accumulation be taken with Annual Leave entitlement. For the purpose of this clause, a twelve month period shall mean the period between the 1st July in any calendar year and the 30th June in the following calendar year.
- (iii) The Company may require employees who have banked overtime to take off such time as ordinary time. Where practicable, notice will be given by the Company as to the requirement to take off banked overtime. In addition management may grant applications by employees to take off ordinary time. In either event, the ordinary time equivalent of the banked overtime for the employees concerned will be reduced by the ordinary time so taken off. No employee will be required to take off ordinary time in excess of the ordinary time equivalent of that employee's banked overtime, except where otherwise provided for in this agreement.
- (iv) All banked overtime credited to an employee under this agreement must be paid back to the employee before 30 June in each calendar year at overtime rates, if not taken as leave prior to that date.

#### **4.3 Payment of Wages**

Wages shall be paid weekly.

The selected pay day shall not be changed without agreement of the majority of employees and the company.

Upon termination of employment, wages due to an employee shall be paid on the date of termination or forwarded by post on the next working day.

The company may deduct from amounts due to an employee such amounts as are authorised in writing by the said employee.



#### 4.4 Meal Allowance

An employee required to work overtime for more than two (2) hours after his/her ordinary ceasing time and who has not been notified on the immediately preceding working day that he or she would be required to work such overtime, shall be paid an allowance as set out in "Schedule A" Meal Allowance of this agreement.

Provided that where the company provides a suitable meal for the employees, no allowance shall be payable.

#### 4.5 Motor Allowance

An employee, who by agreement is required to use his/her own motor vehicle on company business shall be paid an allowance in accordance with "Schedule A" Motor Allowance of this agreement for each kilometre travelled. Provided ;

- (i) the motor vehicle meets all the requirements of the Motor Traffic Act including, registration, and CTP insurance ; and
- (ii) comprehensive motor vehicle insurance.



**PART 5 - HOURS OF WORK**

**5.1 Ordinary Hours of Work**

The company has always had a flexible arrangement with the work force in relation to working hours. The provisions of this clause are designed to provide employees with options to make flexible time a benefit to all parties and not just the selected minority.

The ordinary working hours of full-time employees shall be an average of 38 hours per week to be worked continuously - except for meal breaks - with no more than twelve (12) hours worked on any one day.

The primary method of working thirty eight (38) hours per week shall be Monday to Friday, in any of the following ways by approval of the company ;

- (i) one hundred and fifty two (152) hours in twenty working days ; or
- (ii) nineteen equal days in twenty (ie one rostered day off per month) ; or
- (iii) four equal days and one short day per week
- (iv) a flexible arrangement where agreement exists between the company and the employee to allow for variable working arrangements with provision for one day off per fortnight with a maximum carryover of plus or minus ten (10) hours at the end of each fortnight ; or
- (v) any other method which is consistent with the needs of the company and its clients, and which is arranged in accordance with the provisions of this agreement and by mutual written consent between the company and the employee.
- (vi) Ordinary hours of work shall be six and one half ( 6.5 ) hours per day. All hours in excess of six and one half hours shall be accrued as " time in lieu ".

**5.2 Spread of Hours**

The ordinary hours of work prescribed within this agreement may be worked within no more than five days on any day of the week, Monday to Saturday. The ordinary hours of work shall be worked continuously, between six (6.00) am and six (6.00) PM, except for meal breaks, which will be taken at the discretion of the company: Provided further that the spread of hours may be altered to between 7.00 am and 7.00 pm by mutual agreement between the company and the majority of the employees concerned.

**5.3 Saturday Ordinary Time Work**

Saturday ordinary time work will be restricted to mutual arrangements between the company and individual employees involved from time to time.



#### **5.4 Meal Breaks**

An unpaid meal break of not less than one half hour will be taken according to the dictates of work requirements, but no greater than five hours after the normal starting time of an employee. The length of time taken for a meal break may be varied by mutual consent by the majority of employees and the company.

#### **5.5 Rest Pause ( Morning Tea )**

A fifteen minute sustenance break will be provided without loss of pay at a time agreed between the company and the employees taking into consideration the work requirements and within four (4) hours of the employee's normal starting time.

#### **5.6 Accrued Leisure Time (RDO'S or Flexi-time)**

Subject to clause 5.1 **Hours of Work** of this agreement, the company may implement by agreement the hours provision in one of the following ways:

##### **5.6.1 One day off after 19 days**

Employees to work up to eight (8) ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after nineteen (19) working days Monday to Friday, subject to the conditions and limitations of this clause. An employee who works more or less than eight ordinary hours on any day shall accrue leisure time on a pro-rata basis. (eg. if an employee works four ten hour days in any week he/she would accrue thirty (30) minutes per day leisure time).

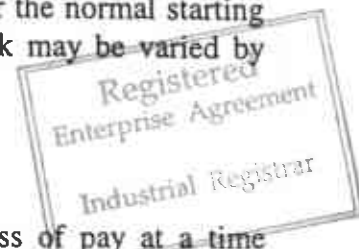
The day off shall be on an agreed roster basis. The payment for the day off will be on the basis of the appropriate hours being accrued for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, and annual leave, and other paid leave but shall not include, workers compensation, long service leave, unpaid sick leave or other unpaid leave.

The company shall prepare a roster of days to be taken off as leisure time which will always remain as a notice of advice. Leisure time shall not be rostered to coincide with a public holiday.

The company may with the agreement of the relevant employee, substitute the day an employee is to take off for another day to meet the staffing needs of the organisation.

An individual employee, with the agreement of the company, may substitute the day he/she is to take off for another day within that cycle.

In the event of sickness occurring on a pre-arranged leisure day, no sick leave deduction will be made, however, the employee shall receive payment for the leisure time for that day.



All accrued credits as a result of the time credited towards leisure time shall be paid out on the termination of each employee's employment.

Overtime shall only apply after the nominated ordinary hours have been worked on any day.

#### **5.6.2 Nine (9) Day Fortnight**

Employees to work up to eight (8) hours ~~twenty seven (27)~~ <sup>36</sup> minutes ordinary per day with the additional time in excess of 7 hours ~~36~~ minutes being aggregated for accrued leisure time which shall fall due after nine (9) working days Monday to Friday, subject to the conditions and limitations of this clause. An employee who works more or less than eight ordinary hours on any day shall accrue leisure time on a pro-rata basis. (eg. if an employee works four ten hour days in any week he/she would accrue sixty four (64) minutes per day leisure time).

The day off shall be on an agreed roster basis. The payment for the day off will be on the basis of the appropriate hours being accrued for each day worked. For payment purposes "a day worked" shall include paid sick leave, paid public holidays, and annual leave, and other paid leave but shall not include, workers compensation, long service leave, unpaid sick leave or other unpaid leave.

The company shall prepare a roster of days to be taken off as leisure time which shall be in the second week of the cycle and which will always remain as a notice of advice. Leisure time shall not be rostered to coincide with a public holiday.

The company may - with the agreement of the relevant employee - substitute the day an employee is to take off for another day to meet the staffing needs of the organisation.

An individual employee, with the agreement of the company, may substitute the day he/she is to take off for another day within that cycle.

In the event of sickness occurring on a pre-arranged leisure day, no sick leave deduction will be made, however, the employee shall receive payment for the leisure time for that day.

All accrued credits as a result of the time credited towards leisure time shall be paid out on the termination of each employees employment.

Overtime shall only apply after the nominated ordinary hours have been worked on any day.

**5.6.3 Other agreed methods of implementation**

The company and the employees may agree upon a different method of implementation which may apply to individual employees, various groups of employees, or all employees of the company which is consistent with these principles.

**5.6.4 Work on a rostered day off**

Notwithstanding anything else contained in this clause and by agreement between the company and an employee, the nominated rostered day off may be worked at ordinary time rate of pay, subject to the employee being able to nominate ;

- (i) an alternate day off in consultation with the company ; or
- (ii) that the day off forsaken by working be payable to the employee at ordinary time rate, plus the payment of the time worked on the nominated day off at ordinary time rate.



**PART 6 - LEAVE**

**6.1 Sick Leave**



Employees shall, be entitled to five (5) days sick leave during the first year and eight (8) days during subsequent years of service on full pay.

The payment of sick leave shall be subject to the production of a medical certificate or other evidence satisfactory to the company (which may include a statutory declaration) following ;

- (a) after one single days absence and/or where an apparent pattern of absenteeism has been observed ; or
- (b) after three single days absences in any entitlement year ; or
- (c) one day before or after a public holiday.

Employees shall inform his/her immediate supervisor where practical, within two (2) hours of the employee's normal commencement time of such inability to attend for duty, and as far as practicable state the nature of the illness/injury and the estimated duration of absence.

Where the employee does not notify the company of the employee's inability to attend for duty in accordance with this clause the said employee may not, at the discretion of the company be entitled to payment for the first day of such absence.

Any portion of sick leave entitlement not taken in any one year, shall be cumulative from year to year to a maximum of ten (10) weeks sick leave.

The payment for any absence on sick leave in accordance with this clause during the first three (3) months of employment of an employee may be withheld by the company until the employee completes such three (3) months of employment at which time the payment shall be made.

**6.2 Family Leave**

Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

An immediate family member is identified as follows :

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

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph:
  - (i) 'Relative' means a person relative by blood, marriage or affinity;
  - (ii) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other; and
  - (iii) 'Household' means a family group living in the same domestic dwelling.

Leave granted in accordance to this clause shall be deducted from the employee's sick leave entitlement.

### **6.3 Annual Leave**

#### **6.3.1 Entitlement**

See Annual Holidays Act, 1944.

Except where altered to grant additional leave privileges the Annual Holidays Act, 1944 as amended, shall apply in all respects.

#### **6.3.2 Annual Holiday Loading**

During the period of annual leave, an employee shall be entitled and receive a loading of 17.5% calculated on the weekly ordinary rate of pay for the employee. Leave loading will be payable on all annual leave due but not on accrued annual leave.

Loading shall be payable after six months continuous service with the company in respect of all annual leave due and accrued annual leave on the termination of employment by the company. No payment will be payable for accrued annual leave if the employee is terminated pursuant to Clause 2.6 Summary Dismissal of this agreement or resigns from the company.

### **6.4 Long Service Leave**

Long Service Leave shall be in accordance with the New South Wales "Long Service Leave Act, 1995" as amended.



**6.5 Bereavement Leave**

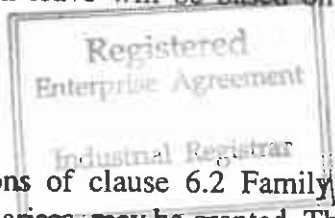
Paid leave of three (3) days will be provided for the death of an immediate family member.

An additional two days leave may be granted if the death of the immediate family member and subsequent arrangements are interstate or overseas.

If required by the company, approval of such leave will be based on suitable proof being provided by the employee.

**6.6 Compassionate Leave**

Paid/unpaid leave in excess of the provisions of clause 6.2 Family Leave of this agreement or where genuine need or hardship arises, may be granted. The approval and length of the leave will be at the discretion of the company.



**6.7 Public Holidays**

Public Holidays shall be those gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day, Union Picnic Day.

All permanent employees will be granted such holidays without deduction of pay.

**6.7.1 Absent Without Leave**

An employee absent without notifying the company on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday.

Where the company is satisfied that the employee's absence was caused through illness or other acceptable reason(s), wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence.

Where an employee is required to work on a public holiday and is absent without a reasonable excuse or without consent of the company, the employee shall not be entitled to payment for the public holiday.

**6.8 Jury Service**

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees shall notify the company as soon as possible of the date(s) upon which they are required to attend for jury service. Further, the employee concerned shall give written confirmation of the amount of payment received, and the duration of the attendance in respect of such jury service.

**6.9 Parental Leave**

Parental leave will be in accordance with the New South Wales Industrial Relations Act 1996

**6.10 Leave Without Pay**

Special leave without pay for a limited period may be granted on application by an employee. Such leave shall be at the discretion of the company.



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## **PART 7 - COMPANY POLICY AND PROCEDURES**

### **7.1 Avoidance of Disputes Policy and Procedure**

To ensure the orderly conduct of and speedy resolution of disagreements, disputes or occupational health and safety concerns, the following Resolution Procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.



#### **7.1.1 Procedure Principles**

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute.
- (e) To achieve the peaceful resolution of issues the parties shall be committed to avoid stoppages of work, lockouts, or any other bans or limitations on the performance of work whilst the procedure of consultation, negotiation, conciliation and arbitration is being followed.

#### **7.1.2 Resolution procedure**

##### **Stage one**

The employee with the issue or concern will discuss the matter with the employee's immediate supervisor.



The supervisor will set aside time to hear the issue of concern in a private discussion with the employee, the employee's representative and/or a third party observer, and after consideration (48 hours maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

### **Stage two**

In the event of the employee not being satisfied with the answer provided, he/she will advise their supervisor who will arrange a meeting with the Department Manager (same procedure as Stage one paragraph 2). All relevant facts shall be clearly recorded.

### **Stage three**

In the event that the matter is still not resolved it will be referred to the Management Committee or their representative who will convene a meeting with all the people previously involved in the matter including a Union representative - if requested - to reconsider the issue or concern and the answers given thus far. All relevant facts shall be clearly recorded.

The same procedure as set out in Stage one and Stage two ~~will be adopted with all~~ relevant facts being clearly recorded.

### **Stage four**

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

## **7.2 Disciplinary Policy and Procedures**

The objective of the disciplinary policy and procedures is to ensure that all matters relating to employee work performance and conduct are dealt with promptly, investigated thoroughly, considered reasonably and handled fairly and consistently and to encourage and improve employee work performance and conduct.

### **7.2.1 Definitions**

Unsatisfactory work performance is the failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance may include unsafe work practices, excessive absenteeism or lateness, low productivity or inefficiency, negligence or uncooperative behaviour.

Unsatisfactory conduct is failure to observe company policies and procedures.

The company regards the following actions as constituting serious misconduct and justifying instant dismissal ; falsifying company records, dishonesty, fighting, drunkenness, being under the influence of or in possession of illegal drugs at work, theft of company property and wilful refusal of duty.

### **7.2.2 Unsatisfactory Work Performance or Conduct**

In relation to instances of unsatisfactory work performance or conduct the following procedure will be followed ;

#### **Step 1. Counselling/Verbal Warning**

This is an opportunity to bring the performance or conduct which is unacceptable to the attention of the employee concerned, to establish the reasons for the unacceptable behaviour and to establish whether the company can provide any assistance to the employee to avoid it occurring in further instances.

During the initial counselling session the counsellor in the presence of a third party observer should ;

- (a) Discuss the unacceptable performance or conduct identified with the employee and outline the standard of work performance or conduct which is required.
- (b) Give the employee an opportunity to respond to the allegations made and provide an explanation. (If the explanation given is justifiable, no further disciplinary action should be taken)
- (c) Agree on a specific action to be taken to remedy the situation and set a date for review.
- (d) Warn the employee that failure to improve will result in further disciplinary action being taken.

The counselling/disciplinary interview record should be completed and kept on the employee's file.

#### **Step 2. First Written Warning**

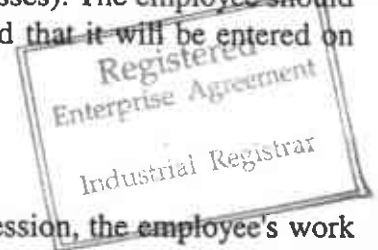
If by the review date established in the initial counselling session, the employee's work performance or conduct has not improved, a second interview should be arranged which may lead to a first written warning being issued.

During the second counselling session the counsellor in the presence of a third party observer should ;

- (a) Restate the unsatisfactory work performance or conduct identified.
- (b) Restate the agreed corrective actions identified at the previous session including establishing a date for review.

- (c) Give the employee an opportunity to defend him/herself against the allegations made. (Again, if the explanation is satisfactory, no further disciplinary action should be taken).
- (d) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued with a first written warning.
- (e) Agree on specific action to be taken to remedy the problem and set a date for review.
- (f) Warn the employee that failure to improve will result in further disciplinary action being taken which could ultimately lead to dismissal.

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the written warning is completed and authorised by the General Manager, it should be signed by all parties (including witnesses). The employee should be issued a copy in the presence of a witness and informed that it will be entered on his/her record.



### **Step 3. Final Written Warning**

If by the review date established in the second interview session, the employee's work performance or conduct has still not improved, another interview should be arranged which may lead to a final written warning being issued.

During the third counselling session the counsellor in the presence of a third party observer should ;

- (a) Again restate the unsatisfactory work performance or conduct identified and refer to previous interview sessions including the agreed corrective actions and review date set.
- (b) Give the employee an opportunity to defend him/herself against the allegations made. (Again, if the explanation is satisfactory, no further disciplinary action should be taken).
- (c) If the employee's explanation is not acceptable, indicate to the employee that he/she is to be issued a final written warning.
- (d) Agree on specific action to be taken to remedy the problem and set a date for review.
- (e) Warn the employee that failure to improve will result in dismissal.

The counselling/disciplinary interview record should be completed and kept on the employee's file. Once the final written warning is completed and authorised by the General Manager, it should be signed by all parties (including witnesses). The

employee should be issued a copy in the presence of a witness and informed that it will be recorded on his/her record.

#### **Step 4. Termination**

If the employee's performance does not improve to an acceptable standard or there is a repeated occurrence of the unacceptable conduct identified, a further interview should be arranged, subject to the approval of the General Manager, which may lead to dismissal.

The interviewer should ;

- (a) Advise the employee of the reason for the proposed dismissal.
- (b) Discuss the employee's employment history, including records of prior counselling sessions, warnings etc.
- (c) Ensure the employee has had an adequate opportunity to defend him/herself.
- (d) Explore whether any reasonable alternatives to termination exist.



If the decision is made to dismiss the employee, the employee must be provided with written advice of the termination of his/her employment with the company and the effective time and date. If the employee requests that the reason for termination is given in writing or a certificate of employment identifying the period of employment and duties performed, such documentation should be provided.

#### **7.2.3 Serious Misconduct**

As soon as an instance of serious misconduct comes to the attention of the Manager, the following procedure will be followed ;

##### **Step 1.**

Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing witnesses and reviewing the employee's employment record. Record all information received.

##### **Step 2.**

If the investigations appear to substantiate the allegations, interview the employee(s) concerned with a witness present. Ensure the employee is given clear details of the allegations and given the opportunity to explain or defend him/herself with the assistance of another person, if requested.

##### **Step 3.**

If the employee's defence or explanation can not be substantiated or is not acceptable and the serious misconduct substantiated by witnesses justifies termination, the

termination must be communicated to the employee at the time of the termination. Termination for serious misconduct does not require notice or compensation in lieu of notice. Termination without notice must not be proceeded with unless authorised by the General Manager.

**Step 4.**

If requested, the employee should also receive a certificate of employment detailing their period of service and nature of duties performed and a written reason for termination.

**7.3 Equal Employment Opportunity**

The company is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.



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## **PART 8 - OCCUPATIONAL HEALTH AND SAFETY**

### **8.1 Protective Clothing and Safety Equipment**

The company shall provide, free of charge to employees, protective clothing and safety equipment in work situations where such provisions may be required under the Occupational Health and Safety Act or associated regulations.

All protective clothing and safety equipment issued shall remain the property of the company and shall be returned where required on termination of employment.

Employees engaged in carrying out work for which protective clothing and/or safety equipment is required shall be obliged to wear or use such equipment supplied.

### **8.2 Worker's Compensation**

Workers' compensation shall be in accordance with the New South Wales "Workers Compensation Act, 1987" as amended.



Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment. Employees may choose a qualified rehabilitation provider to assist in the rehabilitation process.

### **8.3 First Aid**

The company shall provide and maintain a suitable first aid outfit in accordance with the Occupational Health and Safety (First Aid) Regulations 1989, which shall be available to employees and - where practicable - a qualified first aid person for each work location shall be appointed by the company.

Employees, upon successful completion of a St John's or any other accredited first aid course shall be entitled to reimbursement of course expenses by the company.

### **8.4 Inclement Weather**

Employees will not be asked or expected to work in situations where health or safety is compromised.

Where a decision by a supervisor is taken that the conditions are such as not to compromise health or safety and work proceeds, the position is to be kept under review by the team leader in consultation with the other employees.

In any case, where work continues throughout the day in inclement weather, work may cease two hours earlier than the usual finishing time without loss of pay, and employees will be entitled to leave the site.

The operation of this clause is to be monitored by the Company during the initial three months of this Agreement.

Nothing in this clause shall limit the responsibility as prescribed under the Occupational Health and Safety Act.

**8.5 Drinking Water**

Wholesome and fresh drinking water shall be made available at all work sites as defined by the company.



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**PART 9 - MISCELLANEOUS**

**9.1 Superannuation**

The company will ensure that the requirements of superannuation legislation in relation to its employees are fully met.





**SCHEDULE " A "****WAGE INCREASES**

The minimum wage rates specified below refer to the wage rates for a week comprising thirty eight (38) hours work :

| <b>SKILL LEVEL</b>   | <b>AGREEMENT RATE</b> | <b>AGREEMENT INCREASE 5% AS AT 30/6/98</b> | <b>NEW AGREEMENT RATE</b> |
|----------------------|-----------------------|--|---------------------------|
| Introductory Level   | 40.00                 | 2.00                                       | 42.00                     |
| Gardener Level One   | 45.00                 | 2.25                                       | 47.25                     |
| Gardener Level Two   | 50.00                 | 2.50                                       | 52.50                     |
| Gardener Level Three | 55.00                 | 2.75                                       | 57.75                     |
| Gardener Level Four  | 60.00                 | 3.00                                       | 63.00                     |
| Gardener Level Five  | 70.00                 | 3.50                                       | 73.50                     |
| Gardener Level Six   | 80.00                 | 4.00                                       | 84.00                     |
| Gardener Level Seven | 90.00                 | 4.50                                       | 94.50                     |
| Gardener Level Eight | 150.00                | 7.50                                       | 157.50                    |

The rates of pay contained in the above table only relate to those employees eligible for and in receipt of a Disability Support Pension.

| Year       | 1870 | 1880 | 1890 | 1900 | 1910 | 1920 | 1930 | 1940 | 1950 | 1960 | 1970 | 1980 | 1990 | 2000 |
|------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Population | 100  | 150  | 200  | 250  | 300  | 350  | 400  | 450  | 500  | 550  | 600  | 650  | 700  | 750  |
| Area       | 100  | 150  | 200  | 250  | 300  | 350  | 400  | 450  | 500  | 550  | 600  | 650  | 700  | 750  |
| ...        | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  | ...  |

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PART 10 - SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF

Kurri Kurri Community Centre Inc.



*James Ryan*  
\_\_\_\_\_

Name :

JAMES RYAN

Title :

VICE - PRESIDENT

WITNESSED BY :

*David Carey*  
\_\_\_\_\_

Name :

DAVID CAREY

Title :

Manager

Dated this 23 day of January 1998.

SIGNED FOR AND ON BEHALF OF

Australian Liquor Hospitality and Miscellaneous Workers Union (Misc Div)

*Chris Raper*

Name :

CHRIS RAPER

Title :

BRANCH SECRETARY

WITNESSED BY :

*W. G. Law*  
\_\_\_\_\_

Name :

WILMA LAW

Title :

Justice of the Peace

Dated this 5th day of March 1998.

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