

2022-2023
2023-2024

FINEMORE'S JOINERY PTY LTD

JOINERS AND ASSOCIATED WORKERS

ENTERPRISE AGREEMENT



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consumer.

that raise the quality of work life standards for all employees whilst maintaining a cost effective price for the

(d) Continues the company's advancement of working conditions, including the health and safety precautions position; and

(c) Supports the introduction of new work practices and associated changes that will enhance the company's and Joinery environment; and

(b) Increases the employment prospects of staff by suitably addressing the competitive nature of the Carpenters relations and practices by developing a mutual understanding between all parties, and

(a) The Enterprise Agreement aims to create a facilitative process that encourages harmonious working relations and practices by developing a mutual understanding between all parties, and

and prosperity of the company, its employees and all stakeholders is assured.

these goods using high quality, low cost and environmentally responsible processes, so that the future security excellent and cost effective products for their customers. Finemore's Joinery intends to continue to produce enhance the positive outcomes that will be created for employers and employees and their goal of producing The purposes of this Enterprise Agreement, created through the combined efforts of management and staff is to

5. Statement of purpose and aims of the Agreement

Finemore's Joinery Pty Ltd situated in Wagga Wagga, NSW.

This agreement shall only apply to those employees who undertake tasks in the Joinery Trade and who work for

4. Intention

The Enterprise for which the agreement was made is Finemore's Joinery Pty Ltd, Wagga Wagga NSW.

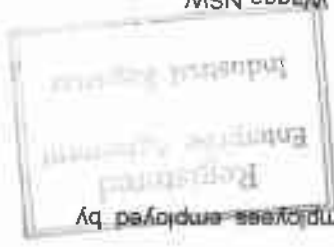
3. The Enterprise

Finemore's Joinery Pty Ltd who undertake Joiner's and Associated tasks.

The parties to this Enterprise Agreement are Finemore's Joinery Pty Ltd and the employees employed by

a) the provision of sections 32 - 47 of the Industrial Relations Act 1996; and,

b) the principles for approving Enterprise Agreements as provided by section 33 (1) of the Act.



The Enterprise Agreement is made in accordance with:

2. - Parties to the Agreement

The title of this agreement is the Finemore's Joinery Pty Ltd, Joiners and Associated Workers Enterprise Agreement.

1. Title of Agreement

It is accepted that during the life of this Agreement, resignations and retirements will take place. The parties to this Enterprise Agreement acknowledge that management has the right of decision as to replacement or otherwise for any particular job where an incumbent has resigned or retired. This decision may however be taken in consultation with other members of the Finemore's Joinery Enterprise Agreement Consultative Committee.

Finemore's Joinery Pty Ltd has a policy that seeks to preserve employment. The parties recognise that over the course of time the mix of jobs and skills required will change. In the event that an employee's job is to be displaced by new technology or work methods, the employee will be offered an alternative position and if necessary the required training. In the event that suitable alternative employment cannot be provided, employees who are qualified for redundancy payments, will be afforded the agreed redundancy provisions of this Agreement.

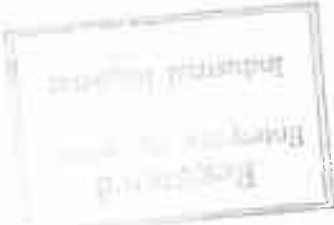
9. Employment security

8.2 The parties to this Agreement undertake that they will not seek or pursue any extra claims for the life of the Agreement.

8.1 This Agreement shall operate from the date of registration and shall remain in force for a period of 24 months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

8. Term/No Extra Claims

This Agreement shall rescind totally the terms and conditions of employment previously regulated by the Joiners (State) Award of 1993, and its associated splitter Agreements.



7. Incidence

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

6. Duress

The parties to this Agreement also understand that the objectives reached herein do not limit the company or its employees to the above measures as set out. It is recognised that an important factor in reaching the above objectives is the development of a work environment, where all parties are involved with the decision making process. Towards this end both management and employees are committed to co-operating positively to implement work practices that are flexible and meet the requirements of the company and its employees.

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

New South Wales for resolution.

(c) In the event the matter remains unresolved, it shall be referred to the Industrial Relations Commission of

representative of the Finemore's Joinery Enterprise Agreement Consultative Committee.

(b) If the matter is unresolved it shall be taken up with the employer concerned, or by the employer

matter with the immediate supervisor or foreperson.

(a) Where any claim, dispute or grievance arises at any place of work the aggrieved employee shall raise the

this agreement shall be settled in the following manner:

Any dispute or claim as to wages and/or conditions of employment of any employee bound by the provisions of

14. Settlement of Disputes

with additional meetings on an as required basis.

the enterprise. This committee shall be a forum for open discussion and shall meet at set bi-monthly intervals

employer and employees for consultation and negotiation on matters affecting the efficiency and productivity of

The parties governed by this Agreement have established a consultative mechanism with representation of the

13. Joint consultative committee

parties covered by the agreement.

agreement, a copy or copies of this document shall be displayed in places readily visible and accessible to all

As required by the Industrial Relations Act 1996, and as a statement of the collaboration represented by this

12. Agreement to be displayed

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act of 1977.

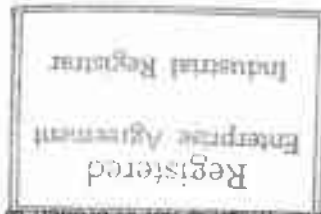
11. Anti-discrimination

to all benefits and be bound by all obligations made under this Agreement.

become a party to the Agreement. The new employee shall, as from the date of becoming a party, be entitled

The parties agree that any employee who is engaged by the employer during the term of this Agreement will

10. New employees



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

15. Ongoing Agreement review and renewal negotiations

The parties agree that regular meetings of the Finemore's Joinery Enterprise Agreement Consultative Committee commencing no later than 6 months prior to the expiration of this Agreement will be held to review the viability of this Agreement. This committee will be responsible for initiating, developing and ratifying a replacement Agreement for use upon the expiration of this Agreement.

In the event that the parties fail to negotiate a new Agreement and this Agreement is terminated in accordance with the provisions of the Industrial Relations Act 1996, employees covered by the Agreement will revert to the appropriate State Agreement.

In the event of grievance and/or dispute, the parties also agree to meet to ensure adherence to the terms of this Agreement.

16. Basic Wage

This agreement, in so far as it fixes rates of wages, is made by reference to the Wage Table as set out in Annexure 1, Monetary Rates.

17. Part-time Employment

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

17.2 An employee so engaged shall be paid per hour one fortieth of the weekly rate prescribed by Annexure 1, Rates of Pay, for the classification in which the employee is engaged.

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

17.4 A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with the appropriate clause regarding overtime.

18.1 To become entitled to payment of a weekly wage, an employee must perform such work as the management shall from time-to-time require on the days and during the hours usually worked by the employees or as changed through the process of clause 32, hours, covered by and in accordance with the terms of this agreement.

18.2 An employee, other than a casual, engaged for the first time shall, be employed from day-to-day at the weekly (40 hour) base rate as fixed by this agreement and as shown in annexure 1.

18.3 An employee failing to attend for duties shall lose pay for the time of such non-attendance, except as provided for elsewhere in this agreement or at Common Law. Non attending employees not provided for elsewhere may also be served an appropriately formal letter which will also be filed with their personnel details for future use in disciplinary action.

19. Casual Employment

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

19.1 Engagement shall be by the hour with a minimum daily engagement of 8 hours.

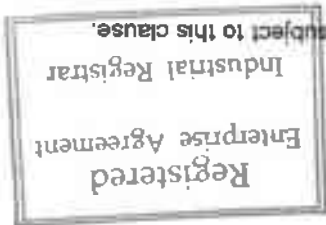
19.2 Termination of employment shall be by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.

19.3 An employee shall not be employed as a casual employee for more than twelve weeks in any twelve months; other than where there are:

(a) exceptional work demands;

(b) relieving an employee who is on extended leave or workers' compensation.

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



An employee means a person employed under the terms and conditions of this agreement including apprentices.

20. Employee

21.1 "Assembler A" means an employee who in manufacturing any article is:

(a) wholly engaged in assembling prepared pieces of timber or other material (which is dressed, morticed, tenoned or otherwise prepared by machining) by cramping, nailing, screwing, gluing or fastening in any way;

(b) not responsible for the dimensions of the article, other than by checking with gauges or other measuring instruments, but may be required to trim, dress and/or sand such prepared articles (excepting the fitting of joints) in accordance with instructions given by a carpenter and/or joiner.

21.2 "Assembler B" means an employee engaged exclusively on repetitive assembly of joinery components on any automatic, semi-automatic or single purpose machine and whose work may include:

(a) the repetitive assembling of component parts of any article in predetermined positions in which no fitting or adjustment is required;

(b) the attachment of accessories, such as window fasteners, casement stays or balances, to articles in predetermined prepared positions, provided that no such employee shall be responsible for the setting up of machinery or the dimensions of the products.

21.3 "Carpenter and Joiner" means an employee employed as a carpenter and/or joiner upon shopfitting work or construction work (as defined) and upon any work ordinarily performed by carpenters and/or joiners in any workshop, establishment or yard not located as an "on-site" building project. Without limiting the generality of the foregoing, the work of carpenters may include:

(a) work in connection with prefabricated units;

(b) the marking out, lining, plumbing and levelling of steel formwork and supports thereon;

(c) the stripping of steel formwork shutters or boxing;

(d) the erection of curtain walling and the fixing of external wall cladding;

(e) the erection of suspended ceilings, except where wet plaster is used;



21.11 "Joinery Work" means all work performed in a joinery shop (as defined) and such work shall be performed exclusively by the classifications contained within this agreement and includes the preparation, decoration and

is not located on an "on-site" construction project.

21.10 "Joinery Shop" means any establishment wherein joinery work is performed, provided such establishment

normal part of their duties.

21.9 "Joiner Special Class" means an employee employed on complex, intricate, special or detail work as a

engaged in cutting and glazing all types of glass up to and including 6.35 millimetres in thickness.

21.8 "Joiner" means a person employed under this agreement as a tradesperson joiner on joinery work other than in classifications defined elsewhere in this clause and includes a tradesperson employed in a joinery shop

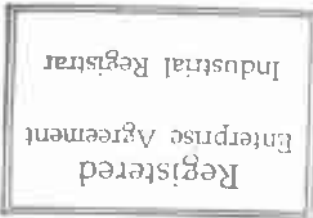
necessitating the use of trade tools or machines, and the prefabricating of a building in an open yard. woodwork and fittings in connection therewith, the making, preparing, assembling and fixing of any material Mixed Functions), or buildings and/or structures, including the making, preparing, assembling or fixing of all erection, ornamentation, repair, demolition, renovation and maintenance (except as provided by clause 31,

21.7 "Construction Work", when performed under this agreement shall include, without being limited to, the

position or without sufficient ventilation.

21.6 "Confined Space" means a place the dimensions or nature of which necessitate working in a cramped

21.5 "Commission" means the Industrial Relations Commission of New South Wales.



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

(i) the preparatory work and the fixing and installation of joinery, including cabinets.

or components;

(n) pre-cutting or prefabricating of buildings, including the actual erection of a building using prepared sections

paragraphs (c), (d) and (e) of this subclause.

(ii) nothing in this definition shall be construed as giving a carpenter an exclusive right to work specified in

(i) the drawing or shaping of metal is not required in respect of paragraphs (c) and (d) of this subclause;

methods, provided that:

(g) the manufacture, installation, alteration and/or repair of shopfronts, show cases, exhibitor's stands, and interior fittings and fixtures in or on buildings, and the erection or installation of partitions, including the insertion of glass panels where the glass is 6.35 mm or less in thickness, by beads or moulds or other dry glazing

(f) the erection of metal windows or doors;

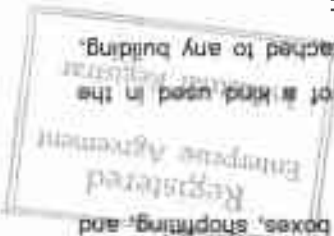
assembling of joinery or building components in timber or other recognised building and joinery material in the shop, factory or yard of employers bound by this agreement. Without limiting the foregoing, joinery shall include:

- (a) the manufacture of all building components, fittings or fixtures in any material to be used in or fixed to any building and any work incidental thereto;
- (b) any work normally performed by a joiner and any process of manufacture which has superseded or will supersede any such work;
- (c) the assembling, gluing and fixing of any joinery or parts thereof and the machining of joinery done by a joiner incidental to his other work;

(d) the manufacture of all built-in cupboards, kitchen cupboards (save for those excluded by paragraph (e) of this subclause) and all built-in shelving, counters, benches, laboratory cupboards, letter boxes, shopping and all other built-ins.

For the purpose of this paragraph, "built-in" means in relation to an article that is of a kind used in the construction, reconstruction, renovation, alteration or repair of and wrought into or attached to any building, structure or other fixture and, without limiting the generality of the foregoing, shall include:

- Cold rooms and parts thereof;
- Cornice boxes, cornice rods and rails;
- Counters of shops, bars, banks, etc., including counters consisting partly of glass;
- Drawers for fixtures and all parts, whether or not movable or fixtures;
- Windows, or parts thereof, in any material;
- Fly-screens;
- Doors of any kind and in any material including garage doors, glazed and/or mirror doors and fly-screen doors;
- Ironing boards, attached;
- Mullions;
- Pretabricated housing parts, including roof trusses and wall frames;
- Joiner and turnery for see saws, swings, etc.
- Alcove seats, attached;
- Alcove tables, attached;
- Bar bottle racks, attached;
- Arches;
- Balustrades;
- Cupboard doors and fronts;
- Dressers, attached;
- EC cabinets and seats;
- Mantle brackets and mantle shelves;
- Paneling, partitions and screens;
- Plate racks, attached;



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

an on-site building project.

21.15 "Shop work" or "Factory work" means any work performed in a workshop or factory or yard not located as

glazing methods.

the inserting of glass panels where the glass is 6.35mm or less in thickness by beads or moulds or other dry partitions including partitions involving wrap-around glazing and the erection or installation of partitions including (including counters, shelves, cupboards, vanities, robes, etc.) in or on buildings and the erection or installation of installation, alteration and/or repair of shopfronts, showcases, exhibitors stands and interior fittings and fixtures (d) all work including the use of whatever tools and material are necessary in regard to the manufacture,

(c) the erection of metal windows or doors;

(b) the erection of curtain walling and the fixing of external wall cladding;

(a) work in connection with prefabricated units;

shopfitter or shopfitters and joiners may include:

establishment, yard or site as defined in this clause. Without limiting the generality of the foregoing, the work or work and upon any work ordinarily performed by shopfitters or shopfitters and joiners in any workshop, 21.14 "Shopfitter or Shopfitter and Joiner" means a person engaged upon shopfitting or shopfitting and joinery

regulations of the State to operate explosive-powered tools.

21.13 "Operator of Explosive-powered Tools" means an employee qualified in accordance with the laws and

persons.

21.12 "Leading Hand" means an employee responsible for directing and/or supervising the work of other

replacing same.

(f) any process which replaces any of the above, or any work done by employees who substantially perform work described above, or any work described above which is done in timber or metal or plastic or any material

Wash troughs.

Wall seats.

Shower screens in any material.

Sideboards, attached.

Shop fronts.

Shelf brackets.

Shaving cabinets.

Roller grilles.



NOTE: In this agreement, unless the contrary intention appears, words importing the masculine gender shall include females.

22. Apprenticeship Trade List and Trade Description

22.1 Trades for which an apprenticeship shall be established are as follows:

a) Shopfitting and/or joinery.

(b) "Apprentice joiner" means a person employed as an apprentice joiner on all or any aspect of joinery in all or any material and related work.

(c) "Apprentice Shopfitter and Joiner" means a person employed as an apprentice shopfitter and/or joiner upon shopfitting work or joinery work, and upon any work ordinarily performed by shopfitters and joiners in any workshop, establishment, yard or site as defined in this clause. Without limiting the generality of the foregoing, the work of shopfitters and/or joiners may include:

(i) work in connection with prefabricated units;

(ii) the erection of curtain walling and the fixing of external wall cladding;

(iii) the erection of metal windows or doors;

(iv) all work including the use of whatever tools and materials are necessary in regard to the manufacture, installation, alteration and/or repair of shopfronts, showcases, exhibitors' stands and interior fittings and fixtures (including counters, shelves, cupboards, vanities, robes, etc.) in or on buildings and the erection or installation of partitions including partitions involving wrap-around glazing and the erection or installation of partitions including the insertion of glass panels where the glass is 6.35 mm or less in thickness by beads or moulds or other dry glazing methods; provided that the drawing or shaping of metal is not required in respect of subparagraphs (ii), (iii) and (iv) of this paragraph; and nothing in this definition shall be construed as giving a shopfitter an exclusive right to the work specified in subparagraphs (i), (iii) and (iv) of this paragraph.

23. Rates of Pay

23.1 Except as elsewhere provided, the minimum rates of pay payable to a full time employee shall be the total of the base rate which includes supplementary payments, and as identified in Annexure 1 respective broadbanded group, plus where applicable the Industry Allowance, and Tool Allowance for the appropriate



be as set out in Annexure 1.

(i) The minimum rates of wages for four-year apprentices shall

(d) Rates of Pay - Trainee Apprentices -

be progressed to the third-year rate.

commence at the second-year rate and continue for a period of nine months, at which time the apprentice shall Technical and Further Education, shall serve a 33-month period of apprenticeship and the wage shall apprenticeship course in either of those trades, of 36 weeks' duration, conducted by the Department of pre-

(ii) Any person under 21 years of age entering the trade of shopfitting and/or joinery, who has completed the

- Wages.

(i) The minimum ordinary rate of pay for all juniors shall be in accordance with the table as set out in Annexure 1

(c) Rates of Pay - Indentured Apprentices -

level shall be varied to reflect the percentage nominated for that classification. adjustment, the relative position of the final base rate and supplementary payment shown for each classification (b) At the time of the variation of the base rate and supplementary payment to reflect the final minimum rates

an Assembler A

prescribed by paragraph (b) of subclause 9.1 of clause 9, Apprenticeship Trade List and Trade Description, for rate of pay for juniors shall be in accordance with the figures as set out in Annexure 1, of the rate of pay 23.4 (e) Rates of Pay - Junior employees who work in association with adult employees - The minimum ordinary

highest, in accordance with the number of persons in the employee's charge. Annexure 1 - the rate of the highest classification supervised, or the employee's own rate, whichever is the 23.3 A person specifically appointed to be a leading hand (as defined) shall be paid as set out in Item 1 of

Assembler B2
Assembler A/B3
Assembler A4
Joiner5
Carpenter6

Classification - Broadbanded Group

classifications shall be as follows:

23.2 The classifications covered by this agreement and the appropriate broadbanded group for such

groups. The base rate shall be used for the purpose of all casual and part-time engagements, and be divided to an hourly rate by dividing that base by 40. All paid leave entitlements shall be based upon that base rate.



(ii) Any person under 21 years of age entering the trade of shopfitting and/or joinery, who has completed the pre-apprenticeship course in either of those trades, of 36 weeks' duration, conducted by the Department of Technical and Further Education, shall serve a 33-month period of apprenticeship and the wage shall commence at the second-year rate and continue for a period of nine months, at which time the apprentice shall be progressed to the third-year rate.

23.5 (a) Particulars of details of payment to each employee shall be included on the envelope containing the payment, or in a statement handed to the employee at the time payment is made, and shall contain the following information:

(i) Date of payment.

(ii) Period covered by such payment.

(iii) The amount of wages paid for work at ordinary rates.

(iv) The number of hours paid at overtime rates.

(v) The amount of allowances or special rates paid and the nature thereof.

(vi) The gross amount of wages and allowances paid.

(vii) The amount of each deduction made and the nature thereof.

(viii) The net amount of wages and allowances paid.

(ix) Any annual holiday payments.

(b) Particulars of details of payment of each apprentice shall be included on the envelope holding the payment, or in a statement handed to the apprentice at the time such payment is made, and shall contain the following information:

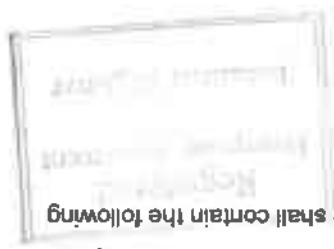
(i) Date of Payment.

(ii) Period covered by such payment.

(iii) The amount of wages paid for work at ordinary rates.

(iv) The gross amount of wages and allowances paid.

(v) The amount of each deduction made and the nature thereof.



25.2 An employer may, by agreement with the apprentice's parent or guardian, elect to provide the apprentice

in Annexure 1.

25.1 Employees shall be paid the entitled tool allowance per week for all purposes of the agreement as set out

25 Tool Allowance

The foregoing allowance shall be paid for all purposes of the agreement.

allowance per week as set out in that annexure - to compensate for the disabilities associated with the industry.

24.1 In addition to the basic wage prescribed in Annexure 1, Rates of Pay, an employee shall be paid an

24. Industry Allowance

two working days of termination.

23.7 Where the employer gives notice in accordance with the said clause, all moneys due shall be paid at termination. Where this is not practicable, the employer shall forward the moneys due by registered post within

week's pay, when the right to waiting time shall terminate.

23.6 Where an employee gives notice in accordance with the Termination of Employment Clause, for all moneys due and not paid on termination the employer shall have two working days to send moneys due by registered post; provided that, if the money is not posted within that time, then such time spent waiting beyond the two working days shall be paid for at ordinary rates, such payment to be at the rate of eight hours per day up to a

(xii) The employee's long service registration number.

(xi) The employer/the employee's building superannuation number.

holidays.

(x) Payment due on termination, including payment for annual leave, rostered day off accumulation and public

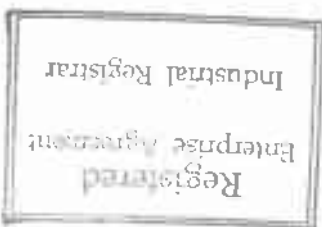
(ix) Annual holiday payments.

(viii) The amount of allowances or special rates paid and the nature thereof.

(vii) The number of hours paid at overtime rates and the amount paid therefore.

statement when such payments and benefits apply:

(vi) The net amount of wages and allowances paid. In addition, the following details will also be included in the



26.2 An employee shall be reimbursed by the employer to a maximum amount as set out in Item 19 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for loss of tools or clothes by fire or breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, job or workshop or in a lock-up as provided in this Agreement or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness. Provided

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

26. Compensation for Clothes and Tools

This subclause, however, should not apply to employees employed as at the day of making the Agreement or apprentices, unless otherwise agreed between the parties.

the employer, or at the employer's premises, the employee shall not be held responsible for the loss.

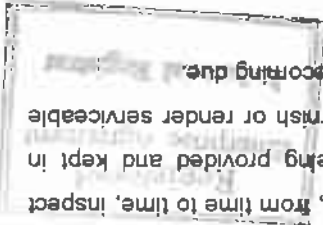
(ii) an employee provided with tools of trade by the employer shall replace all or any tools of trade lost due to the negligence of the employee; provided that, where the tools of trade are locked in a secure location provided by the employer, or at the employer's premises, the employee shall not be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

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

allowance shall be payable. Further that, in such cases:

required by the tradesperson to perform all the functions of his/her employment, and in such cases no tool decision is conveyed in writing to his/her employees), then such employer must provide all the tools reasonably

25.3 Provided that where an employer makes a definite decision to provide a tradesperson's tools (and such decision is conveyed in writing to his/her employees), then such employer must provide all the tools reasonably required by the tradesperson to perform all the functions of his/her employment, and in such cases no tool allowance shall be payable. Further that, in such cases:



Provided further that where a tool allowance is paid to apprentices the employer may, from time to time, inspect tools provided by an apprentice and if not satisfied that reasonable tools are being provided and kept in serviceable condition, having regard to the quantum of tool allowance paid, may furnish or render serviceable such tools and deduct the cost thereof from the tool allowance payments thereafter becoming due.

(i) deduct from any moneys owing to the apprentice the amount then owing; or

(ii) by agreement, retain tools at the originally nominated value to the amount still owing.

In the event of an apprentice being dismissed or leaving his employment before the cost of the tool kit has been reimbursed, the employer shall be entitled to:

allowance until the cost of tools is reimbursed.

with a kit of tools and, subject to establishing the value of the tools at the time of so providing, deduct the tool

(b) An apprentice shall not perform any work other than with the materials and tools of trade usually used by a shopfitter and/or joiner.

(a) An apprentice shall be deemed to be working at the trade when he is working in association with a tradesperson upon the material and with the tools of trade usually used by a shopfitter and/or joiner, as the case may be.

28.2 Prohibition of Labouring Work, etc. -

Under 16 years of age 13.5 kg
Under 18 years of age 18 kg

28.1 Weights - No apprentice shall be permitted or required to lift or carry by hand a greater weight than:

28. Other Provisions for Apprentices

Any employee who is a qualified first-aid person and who is appointed by the employer to carry out first-aid duties in addition to their usual duties, shall be paid an additional amount weekly as set out in Annexure 1.



27. First Aid

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

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

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

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

26.3 Provided that, for the purpose of this clause -

that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

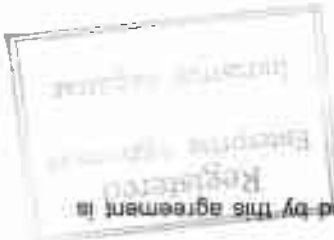
Gauze sterilised, plain cotton, absorbent lint, absorbent plaster, adhesive - an adequate assortment.
 Tweezers - 1 pair
 Tourniquet - 1
 Scissors - 1 pair
 Sal volatile - 180 g
 Pins, safety - packet
 - 1 pint
 90g absolute alcohol and 2 pints distilled water
 1 1/2 teaspoons of powered picric acid,
 Picric acid solution made according to the following prescription:
 Petroleum carbonised - 1 jar
 Manual, first-aid - 1
 Iodine, tincture - 60g
 Castor oil - 60g
 Bandages, cotton and gauze - 1 dozen assorted sizes
 Antiseptic solution - 1 bottle

(ii) The first-aid outfit shall contain the following equipment:

appliances.
 (a) (i) The employer shall provide at the place of work and continuously maintain an efficient first-aid outfit and

agreement.
 30.1 The following provisions shall apply to apprentices employed by employers who are bound by this

30 Hygiene and Safety First-aid Outfits



required to use muriatic acid, he shall be provided with protective clothing.

(b) If, in the course of his employment, an apprentice employed by an employer bound by this agreement is

brushes, dowel plates, trammels, and thumbscrews.
 not ordinarily used in a brace, hammers (except claw hammers and tack hammers), glue pots and glue
 Shopfitter and /or joiner; dogs and cramps of all descriptions over 60 cm long, augers of all sizes, star bits

be performed by the apprentices:

(a) The employer shall provide the following tools and protective clothing when they are required for the work to

29 Special Tools and Protective Clothing -

32.5 A flexi or unpaid day of leave may be taken as a matter of private agreement between the employer and any employee upon request by the employee - consent shall not be unreasonably withheld for leave without pay up to a maximum of 13 days per annum.

32.4 Ordinary hours may be varied from a current cycle by agreement, or by a minimum of 2 days notice from the employer.

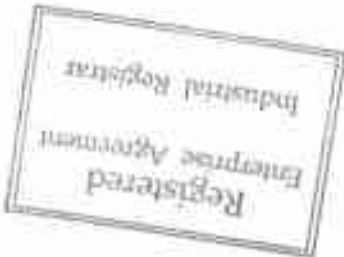
32.3 An employee who has not worked a complete 40 hour week shall receive pro rata accrued entitlements for each hour worked.

32.2 Each day of paid leave taken (except a rostered time off in lieu day) and any prescribed holiday occurring shall be regarded as a day worked for accrual purposes.

Ordinary hours shall be worked as five-days of eight hours each on any five consecutive days between Monday and Saturday, inclusive, between the hours of 6.00 a.m. and 9.00 p.m. Sunday work is not applicable unless at overtime rates.

32.1 The ordinary working hours shall be 40 or an average of 40 hours per week worked on the following basis:

32. Hours



31.1 An employee engaged for more than two hours during one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day, the employee shall be paid the higher rate for the time so worked.

31. Mixed Functions

30.3 At a place of work where fifty or more employees are employed the employer shall provide a stretcher and, where practicable, include amongst his employees a qualified first-aid person.

30.2 The employer shall, as soon as reasonably possible, supply means free of charge to convey to the nearest hospital or doctor at which, or by whom, the apprentice is to be treated, any apprentice so seriously injured that it is not reasonably possible for such apprentice to travel independently of such conveyance.

35.3 All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half.

35.2 Provided that if any other day be, by a State Act of Parliament or State Proclamation, substituted for any of the said holidays, the day so substituted shall be observed.

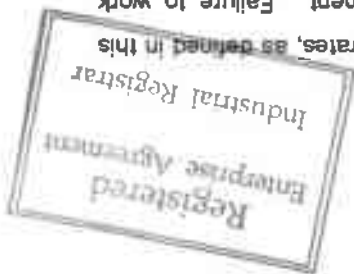
35.1 An employee, other than a casual employee (as defined), shall be entitled to the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day or Labour Day, Boxing Day or Christmas Day, Christmas Day, Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

35. Public Holidays and Holiday Work

34.3 Provided that upon agreement between the employer and an employee or employees, and at the request of either party, payment of overtime may be delayed until a later date agreed to by both parties.

34.2 Except as provided for in this agreement, all time worked in excess of the hours prescribed in clause 32 - Hours, shall be allowed for at the rate of time and one-half rates for the first three hours and at the rate of double time or at double rates thereafter in the case of time workers, as the case may be.

34.1 The company may require any employee to work reasonable overtime at overtime rates, as defined in this clause, and such employees shall work overtime in accordance with such requirement. Failure to work reasonable overtime without reasonable excuse shall be considered a reason for the process of dismissal.



34. Overtime and Special Time

33.3 When an employee is required to work overtime for each two hours, an employee shall be allowed to take, without deduction of pay, a crib time of twenty minutes in duration immediately after that two hours.

33.2 There shall be allowed, without deduction of pay, a rest period of ten minutes after the first 2 hours of any employees individual work shift.

33.1 There shall be a cessation of work and of working time for the purpose of a meal on each day, of not less than thirty minutes, to be taken no less than four hours and no later than six hours after the commencement of work.

33. Rest Periods, Meals and Crib Time

36.1 All work performed on the day after Good Friday shall be paid for at the rate of double time and a half.

36. Easter Saturday

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

37. Jury Service

36.4 For the purpose of this clause, "spouse" shall include a person who lives with the employee as a de facto spouse.

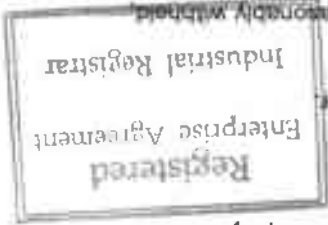
36.3 Provided further that, with the consent of the employer, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave of up to ten working days in respect of the death within Australia or overseas of a relation to whom this clause applies, and that any dispute as to the granting of unpaid bereavement leave may be dealt with in accordance with clause 49, Settlement of Disputes.

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

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

36 Bereavement Leave

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



39. Annual Leave

39.1 Payment of Leave - Each leave day shall be paid at 8 hours at ordinary rates, calculated by dividing the employees base rate, as defined in Annexure 1 by 40, for each day of leave taken. In the event of leave being taken at periods of less than a full day a pro-rata arrangement for payment of leave shall be undertaken.

39.1(b) Period of Leave - A period of twenty-eight consecutive days, exclusive of any public holidays occurring during the period, shall be given and taken as leave annually to all employees, other than casual employees, after twelve months' continuous service (less the period of annual leave) with an employer.

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

39.3 Leave Allowed Before Due Date -

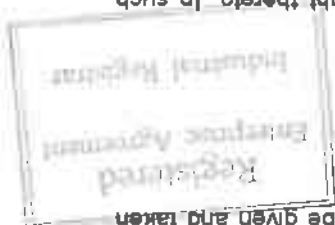
a) An employer may allow an employee to take annual leave prior to the employee's right thereto. In such circumstances, the qualifying period of further annual leave shall not commence until the expiration of twelve months in respect of which the leave so allowed was taken.

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

(c) Notwithstanding anything contained in this subclause, an employee who has worked for twelve months in the industry with a number of different employers, without taking annual leave, shall be entitled to take annual leave and be paid one-twelfth of an ordinary week's wages in respect of each completed forty hours of continuous service with the current employer.

39.4 Proportionate Leave on Termination - Where an employee has given five working days or more continuous service, (excluding overtime), and either leaves employment or employment is terminated by the employer, the employee shall be paid one-twelfth of an ordinary week's wages in respect of each completed five working days of continuous service with the employer for which leave has not been granted or paid for in accordance with this Agreement.

39.5 Broken Service - Where an employee breaks continuity of service by an absence from work for any reason



39.8 Service Under Previous Agreement - For the purpose of calculating annual leave, the service of the employee prior to the operative date of this Agreement shall be taken into account but an employee shall not be

termination.

Monetary Rates, if applicable. The loading prescribed above shall also apply to proportionate leave on lawful Allowance, and leading hand rates as set out in item 1 of Table 2 - Other Rates and Allowances, of Part B, loadings and allowances prescribed by clauses 10, Rates of Pay, 13, Industry Allowance, and 14, Tool employee shall receive during a period of annual leave a loading of 17.5 per cent calculated on the rates, (b) Annual Leave Loading - In addition to the payment prescribed in paragraph (a) of this subclause, an

the employee during the currency of the leave.

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

39.7 Payment for Period of Leave -

thereafter, of the reason for the absence and probable duration thereof.

Provided that the reason shall not be deemed satisfactory unless the employee has informed the employer within twenty-four hours of the time when the employee was due to attend for work, or as soon as practicable

(g) Any reason satisfactory to the employer or, in the event of dispute, to the Industrial Relations Commission.

(f) Long service leave.

(e) Where called up for military service of up to three months in any qualifying period.

workers' compensation was received.

(d) Injury received during the course of employment and up to a maximum of twenty-six weeks for which

(c) Jury service.

(b) Bereavement leave.

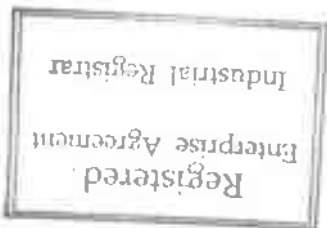
(a) Illness or accident up to maximum of four weeks after the expiration of paid sick leave.

continuous, notwithstanding an employee's absence from work for any of the following reasons:

39.6 Calculation of Continuous Service - For the purpose of this clause, service shall be deemed to be

week's pay for each week or part thereof during which any such absence occurs.

employee would have been entitled under subclause 34.4 of this clause shall be reduced by one-twelfth of a or part thereof during which any such absence occurs and the amount of payment in lieu of leave to which the would have been entitled under subclause 34.1 of this clause shall be reduced by one forty-eighth for each week other than a reason as set out in subclause 34.6 of this clause, the amount of leave to which the employee



(i) He/she shall, within twenty-four hours of the commencement of such absence, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

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

40.1 All sick leave not taken upon the anniversary of each year of this agreement may be cashed in at exactly 50% of its value.

40. Sick Leave

39.11 Prohibition of Alternative Arrangements - An employer shall not make payment to an employee in lieu of the employee's annual leave or any part thereof except as is provided for in this clause and no contract, arrangement or agreement shall annul, vary or vitiate the provisions of this clause, whether entered into before or after the commencement of this agreement.

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

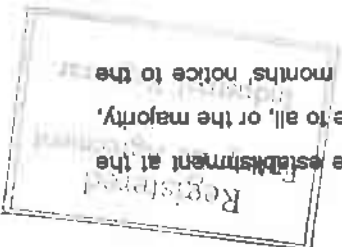
Provided that where an employer at the employer's option decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all, or the majority, of the employees then qualified for such leave, the employer shall give at least two months'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

(b) stand off without pay during the period of leave any employee who has not qualified under subclause 34.1 of this clause and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each forty hours continuous service (excluding overtime).

(a) stand off without pay during the period of leave any employee who has not yet qualified under subclause 34.1 of this clause; or

39.9 Annual Close Down - Notwithstanding anything contained in this agreement, an employer giving any leave in conjunction with the Christmas-New Year holidays may, at the employer's option, either:

has been allowed or made under any previous agreement or Agreement.
entitled to leave (or payment in lieu thereof) for any period in respect of which leave (or payment in lieu thereof)



In such case the employee's next year of service will commence after a total of twelve months has been served

engagement.

of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-
(e) If an employee is terminated by his/her employer and is re-engaged by the same employer within a period

subsequent service with another employer.

one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of
(d) Any sick leave for which an employee may become eligible under this Agreement by reason of service with

period of six years but for no longer from the end of the year in which it accrues.

Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a

prescribed in respect to that year.

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

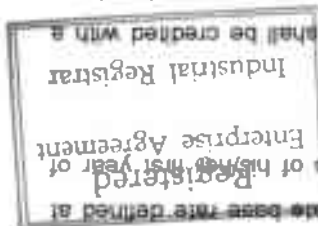
the employer's rights under subparagraph (ii) of paragraph (a) of this subclause.

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

to paragraph (e) of this subclause, shall commence on the anniversary of engagement.

rate defined at Annexure 1 by 40, at the beginning of his/her second and each subsequent year, which, subject
further ten days' sick leave entitlement at the rate of 8 hours pay calculated by dividing the appropriate base

Provided that an employee who has completed one year of continuous employment shall be credited with a



employment.

Annexure 1 by 40, at the beginning of each calendar month for the last ten months of his/her first year of
entitlement at the rate of one day of 8 hours pay calculated by dividing the appropriate base rate defined at
(iii) An employee during his/her first year of employment with an employer shall be entitled to sick leave

duty on the day or days for which sick leave is claimed.

Commission of New South Wales) that he/she was unable, on account of such illness or injury, to attend for
(ii) He/she shall prove to the satisfaction of his/her employer (or, in the event of dispute, the Industrial Relations

with that employer, excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

40.2 Apprentices -

(a) Each apprentice shall be allowed sick leave of up to a maximum of a fortnight for each year of apprenticeship. Such sick leave shall be cumulative for the period of apprenticeship; provided that, in the event of a transfer to another employer, credit shall not be given for any balance of sick leave not taken whilst in the service of the previous employer.

(b) For absence due to sickness of two days or less the parent or guardian shall notify the employer by telephone and confirm the information by letter furnished on the day of resumption. Time lost for such absences shall not be paid for if the absence is not notified in the manner prescribed.

(c) A medical certificate shall be furnished for absence in excess of two days.

41. Parental Leave

41.1 Nature of Leave - Parental leave is unpaid leave.

41.2 Definitions - For the purposes of this clause:

(a) (i) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

(ii) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

Provided that "employee" does not include an employee engaged upon casual or seasonal work.

(b) "Parental Leave" means leave of the type provided for in this clause and comprises maternity leave, paternity leave and adoption leave, whether prescribed in an agreement or otherwise.

(i) "Maternity Leave" means leave associated with the employee's own pregnancy (including special maternity leave as prescribed below).

(ii) "Paternity Leave" means leave associated with the confinement of the employee's own spouse.

(b) An employee shall be entitled to up to 52 weeks of parental leave, subject to the following provisions:

must produce to the employer the appropriate certification as prescribed by subclause 29.4 of this clause.

(a) An employee seeking parental leave must have completed at least 12 months' continuous service with the employer immediately preceding the date of commencement of parental leave. To be eligible, the employee

41.3 Eligibility for Parental Leave -

of the child.

prescribed at the time of confinement or placement of the child taken in order to become the primary care giver

(i) "Extended parental leave" in the case of paternity leave or adoption leave means leave in excess of that

(iii) any period of leave or absence authorised by the employer or by the agreement.

(ii) any period of part-time employment worked in accordance with this clause; or

(i) any period of leave taken in accordance with this clause;

(h) "Continuous service" means service under an unbroken contract of employment and includes

(g) "Spouse" includes a de facto spouse or, except in the case of adoption, a former spouse.

definition.

of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this

are other positions available for which the employee is qualified and the duties of which the employee is capable

or part-time employment under this clause whichever first occurs or, if such position no longer exists but there

(f) "Former position" means the position held by an employee immediately before proceeding on parental leave

child.

(e) "Primary care giver" means a person who assumes the principal role of providing care and attention to a

uncle (whether of the whole blood or half blood by marriage).

(d) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or

previously lived continuously with the employee for a period of six months or more.

adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has

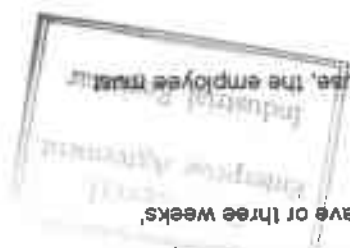
of adoption, means a person under the age of five years who is placed with the employee for the purposes of

(c) "Child" means a child of the employee or male employee's spouse under the age of one year or, in the case

(iii) "Adoption Leave" means leave associated with the placement of a child for adoption by the employee.



- (i) Parental leave shall not extend past the child's first birthday or, in the case of adoption, past the first anniversary of placement.
 - (ii) An employee's entitlement to parental leave is reduced by any periods of parental leave taken by the employee's spouse in relation to the same child.
 - (iii) An employee shall not take parental leave concurrently with parental leave taken by the employee's spouse in respect of the same child except for an unbroken period of up to one week of paternity leave which may be taken concurrently at the time of the confinement of the employee's spouse or, in the case of adoption, an unbroken period of up to three weeks' adoption leave which may be taken concurrently at the time of placement.
 - (iv) Subject to subclauses 29.6 and 29.10 of this clause, a female employee who becomes pregnant shall be entitled to an unbroken period of maternity leave which shall include a period of six weeks compulsory leave immediately following confinement.
 - (v) An employee shall be entitled to one or two periods of paternity leave or adoption leave. Where two periods are taken the first shall be taken as an unbroken period of up to one week's paternity leave or three weeks' adoption leave as prescribed by subparagraph (iii) of this paragraph.
- 41.4 Certification - At the time specified in subclauses 29.5A, 29.5B or 29.5C of this clause, the employee must produce to the employer:
- (a) in the case of a female employee who is pregnant, a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; or
 - (b) in the case of a male employee seeking paternity leave, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place; or
 - (c) in the case of an employee seeking adoption leave:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order, and
 - (d) in relation to maternity leave and any period of extended paternity or adoption leave to be taken under subparagraph (iv) of paragraph (b) of subclause 29.3 of this clause, a statutory declaration stating:
 - (i) particulars of any period of parental leave sought or taken by the employee's spouse; and



(ii) for the period of parental leave the employee will not engage in any conduct inconsistent with his or her contract of employment; and, where paternity or adoption leave is sought,

(iii) that the employee is seeking parental leave to become the primary care giver of the child.

Notice Requirements -

4.1.5 In the case of a female employee who is pregnant:

(a) She shall:

(i) not less than ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (a) of subclause 29.4 of this clause; and

(ii) give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d) of subclause 29.4 of this clause.

(b) The employer, by not less than fourteen days' notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

(c) The employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (ii) of paragraph (a) of this subclause, if such failure is occasioned by the confinement occurring earlier than the presumed date.

4.1.6 (a) A male employee shall, not less than ten weeks prior to each proposed period of paternity leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause 29.4 of this clause.

(b) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (a) of this subclause if such failure is due to:

(i) the birth occurring earlier than the expected date; or

(ii) the death of the mother or the child, or

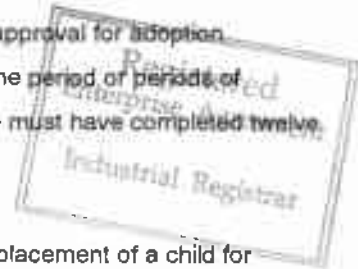
(iii) other compelling circumstances.

(c) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause 29.4 of this clause.



41.7 (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

(b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee must have completed twelve months continuous service prior to commencing any such leave.



(c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than fourteen days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under subparagraph (iii) of paragraph (b) of subclause 29.3 of this clause.

(d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (iv) of paragraph (b) of subclause 29.3 of this clause, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (c) and (d) of this subclause, if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

41.8 Transfer to a Safe Job (Pregnant Employee) - Where, in the opinion of a registered medical practitioner, illness or risk arising out of an employee's pregnancy or hazards connected with the work assigned to her make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses 36.13, 36.14, 36.15 and 36.16 of this clause.

41.9 Variation of Period of Parental Leave -

(a) Provided the maximum period of parental leave does not exceed the period to which the employee is entitled under subclause the period of maternity leave or extended parental leave:

(i) may be lengthened once only by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be lengthened;

(ii) may be further lengthened by agreement between the employer and the employee.

(b) The period of parental leave may, with the consent of the employer, be shortened by the employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be shortened.

41.10 Cancellation of Parental Leave -

(a) Maternity leave, adoption leave or extended paternity leave, applied for but not commenced, shall be cancelled when:

(i) the pregnancy of an employee or employee's spouse terminates other than by the birth of a living child; or

(ii) should the placement of the child not proceed.

(b) Where:

(i) the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, the employee may give notice in writing to the employer that she desires to resume work; or

(ii) the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer in writing forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

Special Maternity Leave and Sick Leave -

41.11 (a) Where the pregnancy of an employee not then on maternity leave terminates after twenty-eight weeks other than by the birth of a living child, then:

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(ii) for illness other than the normal consequences of confinement she shall be entitled, whether in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause 29.3 of this clause.



41.12 Special Adoption Leave - The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of special leave.

41.13 Parental Leave and Other Leave Entitlements -

(a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under subclause 29.3 of this clause, an employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which the employee is entitled.

(b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during an absence on parental leave.

41.14 Effect of Parental Leave on Employment - Subject to this clause, notwithstanding any Agreement or other provision to the contrary, absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant agreement or agreement.



41.15 Termination of Employment -

(a) An employee on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this agreement.

(b) An employer shall not terminate the employment of an employee on the grounds of pregnancy, an application to adopt a child or absence on parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

41.16 Return to Work After Parental Leave or Part-Time Work -

(a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of maternity or extended parental leave.

(b) An employee, upon returning to work after parental leave or the expiration of the notice required by paragraph (a) of this subclause, shall be entitled to the position held immediately before proceeding on parental leave.

(c) An employee who had at least twelve months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(d) In the case of an employee who has transferred to a safe job pursuant to subclause 36.6 of this clause, the position which she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of her former position.

41.17 Replacement Employees -

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave or working part-time under this clause.



(b) A replacement employee for an employee working part-time under this clause may be employed part-time. Subject to this subclause, subclauses 37.17, 37.18, 37.19, 37.20 and 37.23 of this clause apply to the part-time employment of a replacement employee.

(c) Before an employer engages a replacement employee, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(d) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(e) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

41.18 Entitlement to Part-time Work - With the agreement of the employer:

(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

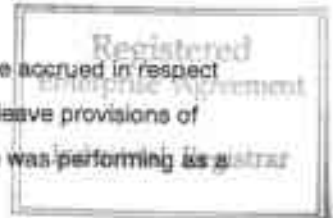
(d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

41.19 Effect of Part-time Employment on Continuous Service - Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

41.20 Pro Rata Entitlements - Subject to the provisions of this subclause and the matters agreed to in accordance with subclause 36.19 of this clause, part-time employment shall be in accordance with the provisions of this agreement which shall apply pro rata.

41.21 Transitional Arrangements - Annual Leave -

(a) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this agreement, as if the employee were working full time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.



(b) (i) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in the agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(ii) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

41.22 Transitional Arrangements - Sick Leave - An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

41.23 Part-time Work Agreement -

(a) Before commencing a period of part-time employment under this subclause, the employee and the employer shall agree:

(i) that the employee may work part-time;

(ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(iii) upon the classification applying to the work to be performed; and

(iv) upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it shall be reduced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(d) The terms of this agreement shall apply to the part-time employment.



41.23 Termination of Employment -

(a) The employment of a part-time employee under this clause may be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(b) Any termination of entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all services as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all services as a part-time employee on a pro rata basis.

41.24 Extension of Hours of Work - An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause 29.19 of this clause.

41.25 Nature of Part-time Work - The work to be performed part-time need not be the work performed by the employee in his or her former position, but shall be work otherwise performed under this Agreement .

41.26 Inconsistent Agreement Provisions - An employee may work part-time under this clause, notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked, including provisions:

(a) limiting the number of employees who may work part-time;

(b) establishing quotas as to the ratio of part-time to full-time employees;

(c) prescribing a minimum or maximum number of hours a part-time employee may work; or

42. Termination of Employment

42.1 This Agreement shall apply in respect of full-time and part-time persons employed in the classifications specified by the Joiners(State) Agreement .

42.2 In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of clause 6, Termination of Employment.

42.3 Notwithstanding anything contained elsewhere in this Agreement , this Agreement shall not apply to employees with less than one years continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

42.4 Not withstanding anything contained elsewhere in this Agreement , this Agreement shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or task or where employment is terminated due to the ordinary and customary turnover of labour.

42.5 Introduction of Change

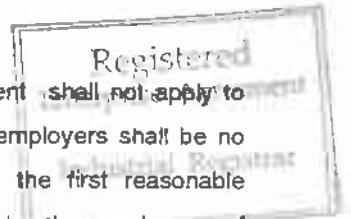
42.6 Employers duty to notify

42.7 Where an employer 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 employer shall notify the employees who may be affected by the proposed changes.

42.8 Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job 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 specified in of clause 3, Application, makes provision for alteration of any o the matters referred to herein, an alteration shall be deemed not to have significant effect.

42.9 Employers duty to discuss change



42.10 The employer shall discuss with the employees affected, inter alia, the introduction of the changes, 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 in relation to the changes.

42.11 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the appropriate subclause of this clause.

42.12 For the purpose of such discussion, the employer shall provide to the employees concerned all relevant information about the changes, including the nature of the changes proposed, the expected effect of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

42.13 Redundancy

42.14 Discussions before terminations (a) Where an employer has made a definite decision that the employee no longer wishes the job the employee has been doing to be done by anyone pursuant to clause Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected.

42.15 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 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.

42.16 For the purposes of the discussions the employer shall as soon as practicable, provide to the employees concerned all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

42.17. Termination of Employment

(i) Notice for changes in production, programme, organisation or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with, Introduction of Change.

42.18 In order to terminate the employment of an employee, the employer 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

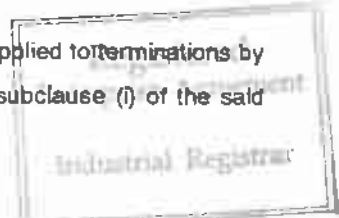
3 years and less than 5 years.....3 weeks

5 years and over.....4 weeks

42.19 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.

42.20 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.

(ii) Notice for technological change- This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with paragraph(a) of subclause (i) of the said clause.



42.21 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

42.22 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.

42.23 The period of notice required by this subclause to be given shall be deemed to be service with the employer 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.

42.24 Time off during the notice period

42.25 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

42.26 If the employee has been allowed leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

42.27 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 as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances, the employee

shall not be entitled to payment in lieu of notice.

42.28 Statement of employment-The employer 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.

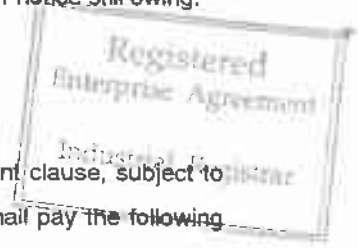
42.29 Notice to Commonwealth Employment Service- Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and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

42.30 Department of Social Security Employment Separation Certificate - The employer 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.

42.31 Transfer to lower paid duties-Where an employee is transferred to lower paid duties for reasons set out in subclause, Introduction of Change, 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 employer may, at the employer'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.

42.32 Severance Pay

42.33 Where an employee is to be terminated pursuant to this, Termination of Employment clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:



42.34 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:
Years of service Under 45 years of age entitlement

- 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

42.35 Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of service 45 years of age and over entitlement

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



42.36 "Week's 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 Agreement payments, shift penalties and allowances paid in accordance with clause 5, Tool Allowance, and clause 7, Industry Allowance, of the Joiners (State) Agreement .

42.37 In capacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount)of severance pay than that contained in subclause (i) of this clause. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) of this clause will have on the employer.

42.38 Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount(or no amount)of severance pay than that contained in subclause(i) of this clause, if the employer obtains acceptable alternative employment for an employee.

43. Time Records

43.1 Each employer shall keep a record from which can be readily ascertained the following:

(a) The name of each employee and the classification.

(b) The hours worked each day.

(c) The gross amount of wages and allowances paid.

(d) The amount of each deduction made and the nature thereof.

(e) The nett amount of wages and allowances paid.

(f) The superannuation contributions made.

(g) Any relevant records which detail taxation deductions and remittance to the Australian Taxation Office, including those payments made as PAYE Tax, whether under a Group Employer's Scheme or not; and, where appropriate:

(h) A certificate or other documentation from the State Long Service Leave Board or Authority which will confirm the employer's registration, the day of the last payment, and the period for which that payment applies (where such documentation is available under State legislation).

(i) The employer's workers' compensation policy or other satisfactory proof of insurance such as renewal certificate.

43.2 Consistent with the provisions of the Industrial Relations Act 1996 all records and documentation referred to in subclause 38.1 of this clause, or copies thereof, shall be available for inspection by a duly accredited official of an organisation bound by this Agreement during the usual office hours at the employer's office or other convenient place.

Provided that an inspection shall not be demanded unless the Secretary of the organisation or of a Branch of the organisation, where applicable, reasonably suspects that a breach of the Agreement has been committed. Employers shall, consistent with the Industrial Relations Act 1991, supply a copy of the record as required under 43.2 of this clause.



44. Protection of Employees

44.1 For employees engaged in joinery work, as defined, in New South Wales, the employer shall provide sufficient facilities for washing and five minutes shall be allowed before lunch and before finishing time to enable employees to wash and put away gear.

44.2 When an employer requires an employee to wear spectacles with toughened glass lenses, the employer will pay the cost of the toughening process.

44.3 This Agreement shall not override the obligations of the employer to comply with the provisions of the Factories, Shops and Industries Act 1962, or the Construction Safety Act 1912.



45. Amenities

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

45.2 Provided that this Agreement shall not apply in respect of any other area of amenities subject to the State legislation listed in clause 45, Protection of Employees.

46. Payment of Wages

46.1 All wages due other than those stipulated in clause 35, shall be paid and be available not later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday, mutually acceptable alternative arrangements shall be made.

46.2 All rates, allowances and other monies shall be paid by cash, cheque or direct credit to the account of an approved financial institution as nominated by the employee, provided that payment other than by cash creates no undue financial burden to the employee.

46.3 Where an employer makes a request to make wage payments to all employees covered by the Agreement in a form other than cash, the agreement of employees shall not be unreasonably withheld. Notwithstanding this provision, if the employer and the majority of employees agree, all employees shall be paid their wages by direct transfer.

47. Right to Deduct Pay

48.1 The employer may deduct payment for any day or part thereof upon which an employee cannot be usefully employed because of any strike by or participation in any strike by members of a union; or because of any strike by members of the union employed by the employer; or because of any strike by or participation in any strike by any other union, organisation or association or by any branch thereof, or by any members thereof who are employed by the employer; or because of any stoppage of work for any cause, including breakdown of machinery or failure or lack of power, for which cause the employer is not responsible.

48. Accident Pay



48.1 Employees shall qualify for accident pay as prescribed hereunder.

48.2 The employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensations are payable by or on behalf of the employer pursuant to the provisions of the relevant State workers' compensation legislation.

48.3 "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the relevant workers' compensation legislation and the employee's appropriate 40-hour base rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said base rate for that period.

48.4 An employer shall pay or cause to be paid accident pay as defined in subclause 51.3 of this clause, during the incapacity of the employee arising from any one injury for a total of twenty-six weeks, whether the incapacity is in one continuous period or not.

48.5 The liability of the employer to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the relevant workers' compensation legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident pay as provided in this clause.

48.6 In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

48.7 An employer may, at any time, apply to the Industrial Relations Commission for exemption from the terms of this clause on the grounds that an accident pay scheme proposed and implemented by that employer contains provisions generally not less favourable to his employees than the provisions of this clause.

49. Superannuation

49.1 As per regulations of the Superannuation Guarantee (Administration) Act 1992. Notwithstanding those regulations all overtime payments will not be included in the notional earnings of employees for the purposes of Superannuation.

49.2 Employee Contributions -

(a) Subject to the rules of each particular fund, employees who wish to, may make contributions to the fund additional to those being paid pursuant to this clause, shall be entitled to do so. Such employees may either forward their own contribution directly to the fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.

50. Shiftwork

50.1 Shiftwork will not be worked if in the event of extra hours worked outside of ordinary times specified in clause 32, then overtime rates will be paid.

51. Construction Site Allowances

51.1 Relevant allowances as applicable will be paid in the event of employees working on a construction site.

52. Family Leave

A. Family Leave

52.1 Use of Sick Leave -

(a) An employee with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 19 February 1997 for absences to provide care and support for such persons when they are ill.

(b) The employee shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

(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:

(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 and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or

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

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

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

"relative" means a person related by blood, marriage or affinity, "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and "household" means a family group living in the same domestic dwelling.

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

(ii) Unpaid Leave for Family Purpose -

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

(iii) Annual Leave -

(a) To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed upon by the parties.



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

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

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Enterprise Agreement
Industrial Registrar

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

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

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

(c) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the award for any overtime worked under paragraph (a) of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer an employee must elect, within six months of accrual, whether to take overtime worked under the said paragraph (a) as an overtime payment or as time off work at the ordinary-time rate of pay.

(v) Make-up Time -

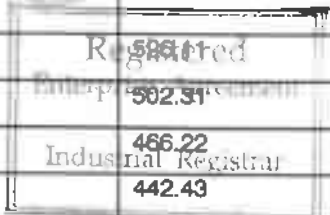
(a) An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

(vi) Grievance Process -

(a) In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the appropriate clause dealing with Grievance Procedure.

ANNEXURE 1

ADULT BROAD BANDED GROUP	BASE +	INDUSTRY ALLOWANCE	TOOL ALLOWANCE		BASE ON RATIFICATION OF AGREEMENT	BASE ON FIRST YEAR'S ANNIVERSARY OF AGREEMENT
Carpenter	462.10	16.50	18.70	6	505.87	586.61
Joiner	441.20	16.50	18.70	5	482.99	502.31
Assembler A	409.50	16.50	5.50	4	448.29	466.22
Assembler A/B	388.60	16.50	5.50	3	425.41	442.43
Assembler B	366.00	16.50	0.00	2	400.67	416.70
LEADING HAND ALLOWANCES	In charge of 2 and not more than 5 persons 23.50 In charge of 6 and not more than 10 persons 29.90 In charge of more than 10 persons 39.80					
JUNIORS (with adults)						
20	303.50	16.50	Nil		332.25	345.54
19	269.70	16.50	Nil		295.25	307.06
18	219.10	16.50	Nil		239.85	249.45
17	185.60	16.50	Nil		203.18	211.31
16	151.70	16.50	Nil		166.07	172.71
INDENTURE APPRENTICES						
4th year	369.20	16.50	18.70		404.17	420.34
3rd year	306.90	16.50	18.70		335.97	349.41
2nd year	238.50	16.50	18.70		261.09	271.53
1st year	180.20	16.50	18.70		197.27	205.16
TRAINEE APPRENTICES						
4th year	388.60	16.50	18.70		425.41	442.43
3rd year	335.30	16.50	18.70		367.06	381.74
2nd year	262.60	16.50	18.70		287.47	298.97
1st year	199.50	16.50	18.70		218.40	227.13



First Aid Allowance \$1.70

ANNEXURE 2

Broadbanded Group Definitions and Skill Level Descriptions

Registered
Enterprise Agreement

Industrial Registrar

BROADBANDED GROUP/LEVEL 1

An employee at this level will undertake up to thirty-eight hours induction training which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and, to the level of their training:

1. performs work as directed;
2. performs routine duties essentially of a manual and repetitive nature;
3. is responsible for the quality of their own work, subject to direct supervision;
4. works in a safe manner so as not to injure themselves or other employees;
5. is able to solve basic problems associated with their work;
6. whilst undertaking structured training performs work within the scope of that training, subject to safety and training requirements.

Indicative of the tasks which an employee at this level may perform are the following:

carry out general labouring and cleaning duties from written or verbal instructions;
provide assistance to other employees at this or other skill levels within their level of skill and training; any other tasks as directed in accordance with their level of skill and training.

BROADBANDED GROUP/LEVEL 2

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Level 1 and, to the level of their skill and training:

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures, subject to supervision;
5. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following:

repetitive fixing of pre-made components or parts of any article in pre-determined ways, using basic written, spoken and/or diagrammatic instructions;

repetition work on automatic, semi-automatic or single purpose machines or equipment; uses selected hand tools and hand operated power tools;

maintains simple records;

manual handling skills;

uses hand trolleys and pallet trucks;

problem solving skills.

BROADBANDED GROUP/LEVEL 3

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Level 2 and, to the level of their skill and training:

1. perform work as directed;
2. exercise limited discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. understand and undertake basic quality control/assurance procedures, subject to supervision;
5. perform routine duties which may involve the use of machinery or tools;
6. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following:

produces standard components operating machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2;

ability to interpret and follow standard procedures;

operates flexibly between assembly stations;

receiving, despatching, distributing, sorting, checking, packing, documenting and recording of goods, materials and components;

basic inventory control in the context of a production process;

basic keyboard skills;

operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;

ability to measure accurately;

assists one or more tradepersons [i.e., level 5 and above];

problem solving skills.



BROADBANDED GROUP/LEVEL 4

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Level 3 and, to the level of their skill and training:

1. perform work as directed;
2. exercise discretion and utilise basic fault finding skills in the course of their work;
3. work in a safe manner so as not to injure themselves or other employees;
4. are responsible for the quality of their own work, subject to limited supervision;
5. work from more complex standards and procedures;
6. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following:

carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;

operates materials handling equipment requiring a licence or certificate;

sets up and operates and adjusts machinery to produce more detailed components to exact specifications and standards;

fixes components or parts in pre-determined ways and is able to undertake simple rectification work to jobs in progress;

provides assistance to other employees at this and other skill levels within their level of skill and training;

any other tasks as directed in accordance with their level of skill and training;

ability to complete simple clerical tasks;

ability to select suitable methods for completing tasks and plan the order in which to complete them;

keyboard skills at a level higher than that of an employee at Level 3;

lubrication of production machinery equipment;

problem solving skills.



BROADBANDED GROUP/LEVEL 5

An employee to be classified at this level will hold a trade certificate, Tradesperson's Rights Certificate, have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Level 4 and, to the level of their skill and training:

1. understand and apply quality control techniques;
2. are able to inspect products and/or materials for conformity with established operational standards;
3. exercise good interpersonal communication skills;
4. exercise discretion and utilise basic fault finding skills in the course of their work;
5. work in a safe manner so as not to injure themselves or other employees;
6. perform work under limited supervision either individually or in a team environment;
7. conduct training in conjunction with a skilled trainer as required;
8. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following:

carries out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;

selects materials and operates machinery and/or equipment to produce articles in accordance with trade standards;

identifies and initiates relevant action to obtain materials, tools and machinery requirements for a particular job;

maintenance and use of hand held pneumatic, power and personal tools;

understands and undertakes basic quality control/assurance procedures on the work of employees in lower classifications;

assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;

exercises keyboard skills at a level higher than Level 4;

operates all lifting equipment incidental to his/her work;

performs non-trade tasks incidental to his/her work;

performs work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;

approves and passes first-off samples and maintains quality of product;

operates, sets up and adjusts all production machinery in a plant to the extent of his/her training;

can perform a range of maintenance functions;

understands and applies computer techniques as they relate to production process operations;

high level of stores and inventory responsibility beyond the requirements of an employee at Level 4;

any other tasks as directed in accordance with their level of skill and training.



BROADBANDED GROUP/LEVEL 6

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Level 5 and, to the level of their skill and training:

1. perform work under general supervision either individually or in a team environment. Are able to examine, evaluate and develop solutions to problems within the scope of this level;
2. understand and implement quality control techniques and are responsible for the quality of their work and are able to identify faults in the work of others at this or lower levels;
3. exercise discretion and utilise fault finding skills in the course of their work;
4. work in a safe manner so as not to injure themselves or other employees. Are able to identify hazards and unsafe work practices which may affect others in the team environment;
5. exercise good interpersonal skills;
6. provide guidance and assistance as part of a work team;
7. whilst undertaking structured training perform work within the scope of that training, subject to safety and training requirements.



Indicative of the tasks which an employee at this level may perform are the following:

reads, interprets and calculates information from production drawings, prints or plans;

assists in the provision of on-the-job training in conjunction with other tradespersons and supervisors;

exercises trades skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;

operates a wide range of complex machines or equipment in the workplace;

ability to apply relevant legislation to work of self and others;

any other tasks as directed in accordance with their level of skill and training.

BROADBANDED GROUP/LEVEL 7

An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

Employees at this level perform work above and beyond the skills of an employee at Level 6 and, to the level of their skill and training:

1. exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;
2. provide guidance and assistance as part of a work team;
3. assist in the provision of training in conjunction with supervisors and trainers;
4. understand and implement quality control techniques and are responsible for the quality of their work and are able to identify faults in the work of others at this or lower levels;
5. work in a safe manner so as not to injure themselves or other employees. Are able to identify hazards and unsafe work practices which may affect others in the team environment;
6. exercise excellent interpersonal skills;
7. perform work under limited supervision either individually or in a team environment;
8. exercise discretion within their level of training.



Indicative of the tasks which an employee at this level may perform are the following:

exercises high precision trade skills using various materials and/or specialised techniques;

performs operations on a CAD/CAM terminal in the performance of routine modifications.

**Registered
Enterprise Agreement
Industrial Registrar**

We the undersigned authorise Craig Stephens & Philip Murphy to be our signatories to the Finemore's Joinery Pty Ltd Joiners and Associated Workers Enterprise Agreement.

1. Darren Cook Signature: *John Cook*
2. Benjamin Jones Signature: *[Signature]*
3. Glen Turner Signature: *Glen Turner*
4. Glenn Jones Signature: *Glenn Jones*
5. Brent Langfield Signature: *Brent Langfield*
6. Anthony Morris Signature: *Anthony Morris*
7. Simon O'Brien Signature: *[Signature]*
8. Robert Sorely Signature: *[Signature]*



We sign this document on behalf of all employees, as a true and correct copy of the agreement negotiated between us and Finemore's Joinery Pty Ltd.



Craig Stephens



Philip Murphy

Witness:



25/9/97

Leah Harriott
Returning Officer

DIRECTOR - 

WITNESS 

