

# ENTERPRISE AGREEMENT

NO: E.A. 297 /1996

DATE REGISTERED: 21-10-96

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**ZIG ZAG RAILWAY ENTERPRISE  
AGREEMENT 1996**

**Filed with the Industrial Registrar on**

An ENTERPRISE AGREEMENT made this . th day of MAY, 1996, in accordance with the provisions of Part 3 Division 2 of the NSW Industrial Relations Act, 1991 between the The Zig Zag Railway Co-operative Limited located at End Bells Road, Lithgow NSW and employees of the Zig Zag Railway Co-operative Limited who are engaged pursuant to the Clerks (State) Award, Shop Employees (State) Award, Metal and Engineering (State) Award and Coachmakers, &c., Rail (State) Award

It is agreed by the parties as follows:

### 1. TITLE OF AGREEMENT

This agreement shall be known as the Zig Zag Railway Enterprise Agreement, 1996.

### 2. ARRANGEMENT

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### **3. DEFINITIONS**

For the purpose of this Agreement the following definitions shall apply:

"Agreement" shall mean the Zig Zag Railway Enterprise Agreement, 1996.

"Employee" or "Employees" shall mean a person or persons employed by the Zig Zag Railway Co-operative Limited pursuant to the Clerks (State) Award, Shop Employees (State) Award, Metal and Engineering (State) Award and Coachmakers, &c., Rail (State) Award

"Employer" shall mean the Zig Zag Railway Co-operative Limited.

"Parent Award" shall mean the Clerks (State) Award, Shop Employees (State) Award, Metal and Engineering (NSW) Award or Coachmakers, &c., Rail (State) Award

"the Act" shall mean the NSW Industrial Relations Act, 1991.

### **4. INTERPRETATION**

Unless the context of this Agreement indicates otherwise, classifications and words in the masculine gender shall be read as being equally applicable to the feminine gender.

### **5. SCOPE OF THE AGREEMENT**

This Agreement shall apply to all Employees of the Employer who are employed pursuant to the Parent Awards.

### **6. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to regulate wholly the conditions of employment of Employees employed by the Employer.

### **7. DURESS**

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

## 8. CLASSIFICATIONS

### **Administrative Assistant**

An employee who maintains the day-to-day commercial and financial records of the employer's business under the guidance of the Manager, Administration Finance and Marketing; provides functional office support for the operations of the employer and secretariat function for management and the Board of Directors.

### **General Hand**

An employee other than a tradesperson who performs work of a general support nature including assisting a tradesperson; carriage, yard, and office cleaning not covered by contract cleaners, assists in tracklaying and carrying out general track maintenance; non-trades landscaping; shop assistance.

### **Senior Shop Assistant**

An employee who carries out on-site retail sales including ticket sales and sale of food, drinks and souvenir items and has responsibility for stock control, instructing and supervising shop assistants, arranging the cash float and acquitting cash takings.

### **Shop Assistant**

An employee who carries out on-site retail sales including ticket sales and sale of food, drinks and souvenir items.

### **Tradesperson (Mechanical)**

An employee who maintains internal combustion powered or steam locomotives, motor vehicles and other powered equipment; may repair or restore related components; may act as driver for Rail Motor or steam locomotive excursions; may provide instruction and assistance to volunteer work teams.

### **Tradesperson (Mechanical, Diesel)**

An employee who is capable of carrying out repair, restoration, rebuilding, installation and commissioning of diesel engines without technical supervision.

### **Tradesperson (Non-mechanical)**

An employee who maintains and/or restores non-mechanical elements of rolling stock and stationary carriages, etc.; repairs and maintains buildings and other structures; may provide instruction and assistance to volunteer work teams.

## 9. WAGES

- (i) The ordinary rates of pay under this Agreement shall be:

CLASSIFICATION	\$ PER WEEK
Administrative Assistant	474.10
General Hand (Experienced)	393.90

General Hand	375.50
General Hand (in probationary period)	353.50
Senior Shop Assistant	453.20
Shop Assistant	439.80
Tradesperson's Assistant (appointed as such)	418.70
Tradesperson (Mechanical)	476.50
Tradesperson (Mechanical, Diesel)	522.50
Tradesperson (Non-Mechanical)	476.30

- (ii) The hourly rate to be used for the calculation of overtime shall be the rate for the employee's classification in sub-clause (i) of this clause divided by 38.
- (iii) No employee shall suffer a reduction in pay as a result of the application of this Agreement. An employee who at the commencement of this Agreement is paid an ordinary rate of pay above the prescribed rate for his classification shall have the higher rate preserved on a "present occupant only" basis with the absorption, subject to any decision to the contrary by an Industrial Tribunal, of further rate increases which may otherwise apply to that classification until the margin between the present paid rate and the classification rate has been eroded.

## 10. ALLOWANCES

### (i) CERTIFICATION ALLOWANCE

An employee who is in possession of a valid certificate of competency and is required by the employer in either a regular or relief capacity to operate plant or equipment to which the certificate applies or to render First Aid shall, in addition to his ordinary rate of pay, receive in respect of each such certificate the following weekly amount:

Ex Mine Loco Driver	5.00 (cumulative with allowances below)
Diesel Loco Driver	5.00
Mobile Crane Driver	5.00
Dogman	2.50
Front End Loader/Backhoe	5.00
Boiler Attendant	5.00
Pressure Welding	5.00
First Aid	5.00

PROVIDED THAT any such payment shall be subject to the relevant competency being maintained by the employee.

(ii) An employee who at the time of approval of this Agreement is paid a rate of pay which is 10% or more in excess of the rate for his classification prescribed under clause 5, Wages, shall not be entitled to any additional payments under subclause (i) or (v) of this clause until such time as the excess is reduced to less than 10%.

(iii) **LEADING HAND ALLOWANCE**

An employee appointed as a leading hand shall be paid in addition to the rate otherwise prescribed, the following:

	Per Week
Leading Hand- in charge of up to and including 5 employees	\$25.00

(iv) **SITE ALLOWANCE**

Employees working at the Zig Zag site shall receive in addition to all other rates an allowance of \$15.00 per week.

(v) Allowances for internal Zig Zag operational qualifications where required for the performance of the employee's normal duties or otherwise requested by the employer, subject to sub-clause (ii) of this clause, are payable as follows:

Safeworking	\$ 10.00 per week
Hyrrail	\$ 5.00 per week

PROVIDED THAT any such payment shall be subject to the relevant competency being maintained by the employee.

(vi) The allowances provided in (i), (iv) and (v) above are payable to part-time employees where appropriate in the same proportion as their part-time work is to a full-time employee, taken to the nearest half-day.

(vii) Transition provision: The allowances described in sub-clause (i) of this clause shall take effect from the first full pay period to commence on or after 1st October 1995 for all employees who were employed at that time and are in the employ of the employer at the commencement of this Agreement.

## 11. TERMS OF ENGAGEMENT

(i) An employee shall be employed as one of the following:

- (a) a full-time weekly employee
- (b) a part-time weekly employee
- (c) a fixed term employee
- (d) a casual employee

(ii) All full-time and part-time employees shall be employed subject to the first three

months of their employment being probationary. During this probationary period an employee's employment may be terminated:

- (a) by the employer upon the provision of one week's notice or payment in lieu of notice; or
- (b) by the employee upon the provision of one week's notice or the forfeiture of one week's pay in lieu of notice.

(iii) An employee's employment may be terminated:

- (a) by the employer upon the provision of notice or payment in lieu of notice in accordance with the table set out below; or
- (b) by the employee upon the provision of notice or forfeiture of payment in lieu of notice in accordance with the table set out below.

**Employee's period of continuous service with the employer**

**Period of Notice**

Not more than one year	At least one week
More than one year but not more than three years	At least two weeks
More than three years but not more than five years	At least three weeks
More than five years	At least four weeks

(iv) Nothing in this clause shall limit the right of the employer to terminate an employee for misconduct or unsatisfactory performance.

(v) **PART-TIME EMPLOYMENT**

A part-time employee shall be entitled to all of the conditions of full-time employment, on a pro-rata basis, subject to the following:

- (a) A part-time employee is a person employed under a contract of employment the regular hours of which are less than 38 hours per week.
- (b) The contracted hours may be altered by agreement between the employer and employee/s concerned without payment of overtime up to a maximum which is less than 38 hours in any week.
- (c) Part-time employees shall, notwithstanding anything else contained herein, be paid overtime for hours worked in excess of eight per day.
- (d) An employee, prior to accepting part-time employment, shall be advised in writing of the minimum weekly hours applying to their employment, being not less than 8 ordinary hours.



**(vi) FIXED TERM EMPLOYMENT**

A fixed term employee shall be entitled to all of the conditions of full-time employment, on a pro-rata basis, subject to the following:

- (a) fixed term employees will be employed on a fixed-term basis for a period of not less than one week and not more than twenty weeks in order to meet seasonal fluctuations;
- (b) fixed term employees may be employed on a full-time or part-time basis;
- (c) each fixed term employment will stand alone, however, in the event that a fixed term employee is engaged for consecutive fixed terms totalling twelve months or more, the employee will become a full-time or part-time employee;
- (d) in the event a fixed term employee is engaged for consecutive fixed terms, such employees will be entitled to carry forward to his or her next engagement all accrued annual sick leave entitlements. For the purpose of this sub-clause only, the expression "consecutive fixed terms" shall include any fixed term which commences within seven days from the conclusion of an employee's previous fixed term engagement.
- (e) an employee shall, prior to the commencement of fixed term employment be advised, in writing of the period of the fixed term and whether the employment is on a full-time or part-time basis, and if part-time the minimum weekly and eight weekly average hours.

**(vii) CASUAL EMPLOYMENT**

A casual employee is one engaged as such subject to the following limitations:

- (a) The employee shall be engaged for a minimum of three hours, to be worked consecutively.
- (b) The appropriate hourly rate shall be established by dividing the appropriate weekly rate by 38 and the adding of a loading of 20 per cent. The 20% loading prescribed herein includes the 1/12 payment for annual leave under the Annual Holidays Act, 1944, sick leave, public holidays and to compensate for the nature of casual employment.

**12. STAND-DOWN**

See Section 231 of the Industrial Relations Act, 1991

*J. G.*

*[Signature]*

*[Signature]* 22R  
*[Signature]*  
*[Signature]*  
*[Signature]*



- (6) An employee required to work on a rostered day off shall be paid at overtime rates unless an alternative day off is agreed in writing between the employer and the employee concerned.
- (ii) Employees shall be entitled to a meal break each day of not less than thirty minutes in duration and not more than one hour in duration; provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m. Such meal break shall not count as time worked.
- (iii) The employer shall by legible notice accessible to employees notify, not less than 7 days in advance, the ordinary hours of duty in respect of weekend work and the allocation of rostered days off. Such hours, once notified, may only be changed with not less than 48 hours notice provided to the employee. An employee shall likewise give to the employer not less than 48 hours notice of a desired change of his rostered day off.

#### **14. FLEXTIME**

- (i) A flexitime system shall operate by which an employee may receive credit for time worked outside of the ordinary hours of work on any one day and have the equivalent time off on another day which shall be counted as ordinary time worked for the day on which it is taken off, provided that
  - (a) All additional time to be worked shall have the prior approval of the manager in charge of that area of the work;
  - (b) An employee's credit or debit balance must not exceed four hours in total;
  - (c) Time credited must be taken by mutual agreement between the employer and employee as soon as reasonably possible.
- (ii) The employer shall provide a suitable system to enable each employee to personally record the commencement and finishing times of work, which will also provide the record for each employee as to flexitime hours credited or debited and the balance of any available credit hours.

#### **15. WEEKEND WORK**

- (i) Employees required or requesting to work at weekends shall be rostered so that there is as far as practicable an even distribution of duty days between employees so rostered and further, so that an employee shall only work on one of the weekend days, alternating with the other day on his next rostered day.
- (ii) An employee rostered to work on a Saturday or Sunday shall receive equivalent time off in the week next following and where practicable, unless he requests the

employer otherwise, such day shall be allowed so as to provide to the employee two consecutive days off work.

- (iii) In addition to the time off in lieu provided in (ii) above, an employee participating in the weekend roster shall receive an allowance of \$20.00 per week, which amount is agreed in anticipation of an employee being rostered on for one day per month (averaged over the year). An employee shall not be required to work more than 9 full weekends or 18 single weekend days (or the equivalent combination thereof) in any one year.
- (iv) By mutual agreement an employee may work on both days of the one weekend and in such case no penalty rate shall apply provided the average of rostered days referred to in sub-clause (iii) of this clause is maintained.

### **15. RAIL AND SLEEPER LIFTING**

Not less than eight, ten or twelve men shall be employed in actually lifting 27.2, 36.3, 40.8 or 45.4 kg rails of standard length, respectively. On railway construction not less than two men shall lift sleepers.

### **16. PROTECTIVE CLOTHING & EQUIPMENT**

- (i) The employer shall provide at no cost to the employee protective clothing and/or equipment appropriate to protect the employee from injury or exposure to health hazards arising from the work to be undertaken.
- (ii) The employer shall supply and maintain all tools ordinarily required by tradespersons in the performance of the work, including hand tools and power tools.
- (iii) The employee shall take reasonable care of such clothing or equipment, use it only for the purpose supplied and promptly report any defect to the Manager, Mechanical.

### **17. OVERTIME**

- (i) Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 13, or in excess of eight hours in any one day at the rate of time and one-half for the first two hours and double time thereafter.
- (ii) Employees called upon to work during the recognized meal break shall be paid at ordinary overtime rates for all time worked until they receive a meal break of the usual period, provided that where, for special reasons, it is necessary to alter the time of the recognised meal hour, employees may be called upon to work for not more than thirty minutes during such recognised meal hours without additional rates of pay, provided further that they receive equivalent meal time.

(iii) (a) An employee who works so much overtime -

- (1) between the termination of his ordinary work day or shift, and the commencement of his ordinary work in the next day or shift that he has not had at least ten consecutive hours off duty between these times; or
- (2) on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his ordinary commencing time on his next ordinary day or shift;

shall, subject to this subclause be released after completion of such overtime until he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence: provided that if, on the instructions of his employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iv) **Meal Breaks**

An employee who is required to work overtime for 2 hours or more after the normal ceasing time shall be allowed, at the expiration of the said 2 hours, 30 minutes for a meal and thereafter a similar time allowance after every additional 4 hours of overtime worked. Time for meals through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.

Provided that where an employee is eligible for a meal(s) (as defined above) and having regard to statutory requirements an employer and employee may agree for the meal to be taken at any time. Where such break is not taken, the employee shall be entitled to be paid for the meal break(s) at the appropriate overtime rate.

(v) **Meal Allowance**

Where an employee becomes entitled to a meal break under (iv) above and the employee has been notified in advance of the requirement to work overtime the employee shall be paid a Meal Allowance of \$6.00 in respect of each meal entitlement. Where the overtime is of an emergency nature such that there is no opportunity for prior notification to the employee, the employer shall provide the employee with a meal in lieu of payment of a meal allowance.



for a period of six years, but for no longer, from the end of the year in which they accrued.

- (g) For the purpose of this clause "continuous service" shall be deemed not to have been broken by -
  - (1) any absence from work on leave granted by the employer; or
  - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (h) Service with the employer before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.

### **19. LONG SERVICE LEAVE AND ANNUAL HOLIDAYS**

See Long Service Leave Act, 1955 and Annual Holidays Act, 1944.

### **20. PUBLIC HOLIDAYS**

- (i) Payment to the amount which ordinarily would have been paid had the day been a working day, shall be made for the following days, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday (or in lieu, a Picnic Day nominated by the majority of employees under this Agreement) Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Eight Hour Day or Labour Day, whenever celebrated and any other gazetted Federal and State holidays.
- (ii) Reasonable time off shall be allowed by the employer for voting on election and referendum days.
- (iii) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any acts throughout any state or part thereof. Such a day shall within the defined locality be deemed to be a holiday for the purposes of this Agreement provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- (iv) For work done on any of the holidays referred to in subclause (i) of this clause, double time and one-half shall be paid.

### **21. PAYMENT OF WAGES**

Unless otherwise agreed between the employer and employees, wages shall be paid by cash or into the employee's bank account subject to the following conditions:-

- (i) One day of each pay period shall be recognized as the pay day for each job. It shall not be later than the same day in each period. In the event that a scheduled day off falls on pay day the employer shall pay wages to the employee or deposit them into a bank account of the employee's choice on the following working day. Subject to the employer being able to make payment the wages may be paid or deposited as aforesaid on the working day preceding the scheduled day off: Provided that where the scheduled day off falls on a pay day which is a Friday the employer shall pay or deposit the wages (as aforesaid) on the working day prior to the day off.
- (ii) When or before payment of wages is made by either cash or bank deposit to an employee he shall be issued with a docket showing at least the gross amount of wages and the amount of any deductions which are made from his earnings. Wages shall be paid or deposited into the employee's bank account during ordinary working hours. If they are paid by cash during the usual meal time such time occupied shall be added to the actual meal time. Any employee required to wait for more than fifteen minutes after his ordinary ceasing time to receive his wages or have his wages deposited into his bank account shall be paid at overtime rates for all time he is kept waiting for such wages.
- (iii) When employees are discharged, except for misconduct, they shall be paid all wages due to them or have such wages deposited into their bank account at the time of their discharge. In the case of discharge for misconduct or of resignation they shall be paid all wages or have such wages deposited into their bank account within twenty-four hours after discharge or after the timekeeper and/or ganger is notified of resignation by the employee.
- (iv) In the case of any delay, beyond the time herein stated, the employees shall be paid at ordinary rates for all working time they are kept waiting. The pay period shall close not more than three working days before the recognised pay day.
- (v) The employer will give favourable consideration to paying employees in cash where they can demonstrate special hardship when paid by account.

## **22. MULTI-SKILLING**

- (i) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.



- (iii) Any direction issued by the employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) The employer shall take every practical opportunity to provide training and experience to enhance or extend the skills of its employees.

### **23. COMPASSIONATE LEAVE**

On the death of a weekly employee's wife, husband, father, mother, brother, sister, parent-in-law, grandparents, grandchildren, child, or step child, the employee shall be entitled to leave:

- (a) Not exceeding two (2) days if such relation dies within Australia; or
- (b) Not exceeding three (3) days if such relation dies overseas and the employee travels overseas to attend the funeral.

Provided that any unpaid leave of absence authorised by the company taken in conjunction with such leave, shall not affect the employee's continuity of service.

For the purpose of this clause the word "wife" or "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto partner, or is a same sex partner.

### **24. JURY SERVICE**

- (i) An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.
- (ii) An employee shall notify the employer as soon as practicable of the date upon which he is required to attend for jury service, and shall provide his employer with proof of his attendance, the duration of such attendance, and the amount received in respect thereof.

### **25. GRIEVANCE AND INDUSTRIAL DISPUTES PROCEDURE**

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

procedural steps.

- (i) Procedure relating to a grievance of an individual employee:
  - (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) The grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) The employer may be represented by the Employers' Federation of NSW and the employee may be represented by the appropriate union party to this agreement for the purpose of each procedure.
- (ii) Procedure of a dispute between an employer and the employees:
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time levels must be allowed for discussion at each level of authority.
  - (c) While procedure is being followed, normal work must continue.
  - (d) The employer may be represented by the Employers' Federation of NSW and the employees may be represented by the appropriate union party to this agreement for the purpose of each procedure.

## **26. INCIDENCE AND DURATION**

- (i) This agreement shall regulate the terms and conditions of and apply only to employees of the Zig Zag Railway Co-operative Limited who:
  - (a) are employed in or in connection with the preservation and operation of the historical tourist attraction collectively known as the Zig Zag Railway;

and

- (b) are employed in the classifications set out in clause 8 of the Agreement.
- (ii) This Agreement shall take effect from the first pay period to commence on or after (Date of Approval) and shall remain in force for a period of 18 months.

**27. SIGNATORIES**

Signed for and on behalf of the Zig Zag Railway Co-operative Limited:

Name:.....TERENCE DANIEL NUNAN.....

Title:.....DEPUTY CHAIRMAN.....

Signature:.....T. Nunan.....

Date:.....10-5-96.....

Witnessed By:

Name:.....JOHN EDWARD COMPAGNENS.....

Title:.....DIRECTOR.....

Signature:.....J. Compagnens.....

Date:.....10th May 1996.....



Signed by Employees of the Zig Zag Railway Co-operative Limited:

1. *Blair* ..... Date *10.5.96*  
[NAME]
2. *John A. Carr* ..... Date *16.5.96*  
[NAME]
3. *W. Gifford* ..... Date *16.5.96*  
[NAME]
4. *Stuart* ..... Date *16.5.96*  
[NAME]
5. *James* ..... Date *16.5.96*  
[NAME]
6. *R. S. Halden* ..... Date *16.5.96*  
[NAME]
7. *S. J. Hardy* ..... Date *17.5.96*  
[NAME]
8. *M. Morris* ..... Date *17.5.96*  
[NAME]
9. .... Date .....  
[NAME]
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