

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/10

TITLE: Ausdoc Information Management Enterprise Agreement 2005

I.R.C. NO: IRC5/6795

DATE APPROVED/COMMENCEMENT: 9 January 2006 / 28 November 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/289.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 75

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by AUSDOC Information Management Pty Ltd, a wholly owned subsidiary of Brambles Industries Limited, located at 159 Mitchell Road, Alexandria NSW 2015 and at the Company's Moorebank site, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Ausdoc Information Management Pty Ltd -&- the National Union of Workers, New South Wales Branch

AUSDOC INFORMATION MANAGEMENT ENTERPRISE AGREEMENT 2005

This Agreement made on 28 November 2005, between Ausdoc Information Management Pty Ltd (A.C.N. 004 270 991), 159 Mitchell Road, Alexandria, New South Wales, 2015 and the National Union of Workers, New South Wales Branch, 3-5 Bridge Street, Granville, New South Wales, 2142, records that it is mutually agreed by the parties as follows:

1. TITLE

This Agreement shall be known as the "Ausdoc Information Management Enterprise Agreement, 2005."

2. ARRANGEMENT

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3. AGREEMENT OBJECTIVES

The parties to the Agreement are committed to:

- 3.1 The ongoing profitability and success of the business in the shared interests of its employees, customers and shareholders.
- 3.2 Continuous improvements in productivity and efficiency.

- 3.3 A well trained highly motivated workforce and management team.
- 3.4 Continuous improvement in safety and the awareness of correct safety procedures such that LTIs and MTIs are tending towards zero.
- 3.5 Equal or better the service standards required by clients with a substantial reduction in errors, queries and lead times.
- 3.6 Promoting flexible and adaptive work practices.

4. PARTIES

The parties to this Agreement are as follows:

- AUSDOC Information Management Pty Ltd;
- National Union of Workers, New South Wales Branch

5. APPLICATION OF AGREEMENT

This Agreement shall apply to employees of AUSDOC Information Management Pty Ltd in the occupations specified in the Award, situated at the Company's various sites in New South Wales.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers (General) State Award, provided that where there is any inconsistency between the two, this Agreement shall prevail to the extent of the inconsistency. See Appendix B.

7. OPERATION OF AGREEMENT

- 7.1 This Agreement shall take effect from 28 November, 2005 and shall remain in force until 28 November, 2008. Thereafter the Agreement shall remain in force until varied, replaced or rescinded in accordance with the provisions of the *Industrial Relations Act, 1996*.
- 7.2 The parties agree to commence discussions during September 2008 for the purposes of achieving a replacement agreement prior to the expiration of this Agreement.

8. NO FURTHER CLAIMS

This Agreement is in full and final settlement of all claims. During the currency of the Agreement the Company, Union and employees undertake not to make any further claims in respect to any matter covered by the Agreement. This shall not affect the Company's rights under the Award.

9. DEFINITIONS

- "The Company" is AUSDOC Information Management Pty Ltd
"The Union" is the National Union of Workers (NSW Branch)
"The Award" is the Storemen and Packers General (State) Award

10. TRAINING

Where an employee undertakes employer approved training on a Saturday, that is in addition to their ordinary hours of work, it shall be paid at ordinary time rates. The training will be conducted at a mutually convenient time where the employee has the right to refuse a nominated time by the employer. No employee will be required to train on Saturdays if it is not a convenient time. Furthermore, no more than 16 hours per employee per year can be done unless there is an alternative agreement.

11. CLASSIFICATION/OCCUPATION

All grades shall perform work in accordance with the job descriptions published by the Company, and classifications shall be as per the Storemen and Packers General (State) Award. Note that AUSDOC company drivers or transport contractors (not party to this Agreement) may perform duties relating to the wrapping and movement of pallets on AUSDOC premises.

12. RATES OF PAY

12.1 Weekly Employees

- 12.1.1 Employees to whom the Agreement applies will be paid the following rates for working ordinary hours, effective from the dates shown:

	Rates Applicable at Expiry of Previous Agreement \$	Rates Effective From the First Full Pay Period on or After 1.12.2005 \$	Rates Effective From the First Full Pay Period on or After 1.12.2006 \$	Rates Effective From the First Full Pay Period on or After 1.12.2007 \$
Grade 2	632.33	657.62	680.64	701.06
Grade 3	659.34	685.71	709.71	731.00
Grade 4	691.95	719.63	744.82	767.16
Grade 5	745.46	775.28	802.41	826.48

- 12.1.2 The wage rates specified above absorb any minimum safety net adjustments or other wage increases deriving from wage case decisions during the operation of this Agreement, unless otherwise expressly determined by the Industrial Relations Commission.
- 12.1.3 A Grade 4 is able to support a Grade 5 as and when required. This Grade can perform Grade 5 duties as and when determined by the Company. A Grade 4 will be paid a Grade 5 if he/she performs the duties for more than 5 consecutive business days.

12.2 Casuals

12.2.1 All casual employees are to be paid in accordance with the site rates as follows:

	From the First Full Pay Period on or After 1/12/05 Per Week \$	From the First Full Pay Period on or After 1/12/06 Per Week \$	From the First Full Pay Period on or After 1/12/07 Per Week \$
Grade 2	21.56	22.31	22.98
Grade 3	22.48	23.27	23.97
Grade 4	23.60	24.43	25.16
Grade 5	25.42	26.31	27.10

This rate includes the 15% casual loading and one-twelfth of ordinary time rate in lieu of annual leave.

12.2.2 The wage rates specified above absorb any minimum safety net adjustments or other wage increases deriving from wage case decision's during the operation of this Agreement, unless expressly determined by the Industrial Relations Commission.

12.2.3 Regular and systematic casuals that have completed 8 months employment will be offered a permanent position with Ausdoc. The exception to a regular and systematic casual employee of 8 months being offered permanent employment is for project or task related work, or any position that is made available because of leave circumstances. Leave is taken to include, but not be limited to, sick leave, annual leave, long service leave, parental leave, or workers' compensation. However, at the time of this Agreement, AUSDOC employs the following quantity of permanent employees at each of its Sydney facilities:

12.2.4

- Moorebank: 20
- Burrows Rd, Alexandria (Cataloguing): 3
- Burrows Rd, Alexandria (Archive): 9
- Mitchell Rd, Alexandria: 15

If the number of permanent employees increases above these levels at any site, then AUSDOC may employ up to 10% of the workforce at that location on a casual basis indefinitely.

12.3 Age Restriction

There will be no Junior Rates of Pay.

13. HOURS OF WORK

13.1 Hours

The ordinary working hours for day workers, exclusive of meal times, shall be an average of 38 hours per week, Monday to Friday, worked as follows:

13.1.1 The hours to be worked will be between the hours, 5.00am to 6.00pm.

13.1.2 Employees covered by this Agreement will be rostered off one weekday during a four-week cycle, mutually agreed to between the Company and the employee. Employees will be eligible to accrue up to a maximum of five rostered days off with prior management approval. Employees who accumulate RDO's may request that they be paid-out in cash and their RDO bank reduced accordingly.

13.1.3 A roster will be formulated by the Company, though with prior notice and approval by Ausdoc Management, RDO's can be exchanged with another employee under the Storemen and Packers (State) Award.

13.1.4 Overtime will be paid at the rate of time and a half for the first 2 hours worked and double time thereafter for each day where overtime is worked, Monday to Saturday, except the first 3 hours of overtime in a week (Monday to Friday) which will be paid at the rate of time and one a half.

Overtime will be paid at the rate of double time and a half on Sundays.

13.2 Rostering

Rostered starting and finishing times for ordinary hours can be changed by seven days notice from the Company to an employee or by mutual agreement. In exceptional circumstances, to allow the Company to respond to customer needs, rostered starting times may be changed by 12 hours notice from the Company.

For the purposes of Clause 13.2 "Exceptional circumstances" shall include, for example:

- Urgent requests from customers;
- Flood, storm and fire affecting company or customer premises;
- Employee absences at short notice.

14. TEA BREAKS

In addition to the scheduled meal break, an employee may take one paid 10 minutes "morning or afternoon tea break" if working a minimum of an 8-hour shift.

15. OH&S AND FIRST-AID

15.1 The Company is committed to providing a safe and healthy workplace for all employees.

15.2 All employees are expected to familiarise themselves with and comply with safety notices displayed throughout the Company premises. Employees must not operate any piece of equipment until they have received adequate training and have the relevant authorisation from their supervisor.

15.3 All employees are expected to wear the provided personal protective equipment, if relevant to their duties.

15.4 All employees are expected to adhere to instructions from management and/or Occupational Health and Safety committee members with regard to OH&S issues.

15.5 Any Occupational Health and Safety representative or a First-Aid Officer must be a permanent employee for a minimum of 6 months.

15.6 The Company will issue a copy of the Occupational Health and Safety Policy to each employee.

16. PAYMENT OF WAGES

Employees covered by this Agreement will be paid fortnightly by EFT.

17. CONSULTATIVE COMMITTEE

The Consultative Committee shall meet as required (but it is anticipated it will be a minimum of bi-monthly) to ensure that the implementation of this Agreement is achieved in a timely manner and to monitor the ongoing compliance with this Agreement.

The purpose of the Consultative Committee is to solely implement the Agreement and add value to the Company.

18. AVOIDANCE OF DISPUTES PROCEDURE

- 18.1 Where possible issues in dispute or grievances will be resolved between employees and management at the premises of the Company.
- 18.2 When required, the union delegate and appropriate company representative will assist in the resolving of the dispute.
- 18.3 Should issues remain unresolved, the appropriate Union official and company representative will then become involved.
- 18.4 If the matter still cannot be resolved the matter may be referred to the NSW Industrial Relations Commission by either party, for determination. Such determination will be accepted by the parties to this Agreement.
- 18.5 Without prejudice to either party, work shall continue in accordance with this Agreement while the matters in dispute are being dealt with and the status quo will prevail.

19. REDUNDANCY

- 19.1 Where the Company has made a definite decision that the Company no longer wishes the job, an employee has been doing, to be done by anybody and that decision will result in the termination of employment, then the affected employee shall be entitled to the following redundancy payments:
 - 19.1.1 Four weeks pay in lieu of notice of termination of employment irrespective of the employees period of continuous service. Employees over the age of 45 years shall receive an additional 2 weeks pay in lieu of notice.
 - 19.1.2 The severance payment of 4 weeks pay per year of service shall be applied on a pro-rata basis of 1 week's pay for each completed three months service.

In the circumstances of voluntary redundancy the maximum period for severance pay shall be 10 years and over, i.e. 40 weeks.

In the circumstances of involuntary redundancy there will be no maximum period for severance pay for all employees employed prior to 28 November 2005. For all employees, employed after this date, the maximum period for severance payment shall be limited to 52 weeks.

19.2 Table of Payments

Period of Service	Payment in Lieu of Notice (Weeks)	Severance Pay (Weeks)	Total Weeks Pay	Add for Over 45 Years of Age (Weeks)	Total Over 45 Years of Age (Weeks)
1 year	4	4	8	2	10
2 years	4	8	12	2	14
3 years	4	12	16	2	18
4 years	4	16	20	2	22
5 years	4	20	24	2	26
6 years	4	24	28	2	30
7 years	4	28	32	2	34
8 years	4	32	36	2	38
9 years	4	36	40	2	42
10 years and over	4	40	44	2	46

NOTE: Payment of severance pay shall be calculated on a pro-rata basis of 1 week for each completed period of 3 months continuous service, e.g. 3 years and 10 months continuous service would be calculated as 3.75 years for the purposes of this clause and would attract the following benefits:

4 weeks in lieu of notice	4
3 years x 4 weeks	12
3 quarters x 1 week	3

	19 weeks

- 19.3 Employees who accept a redundancy package have no preference for re-employment.
- 19.4 In the event of having to make redundancies during the period of the Agreement, such redundancies will be considered on a voluntary basis. However, the Company reserves the right to select those employees to be made redundant on the basis of skill and the Company's future requirements.
- 19.5 In addition to severance payments an employee shall be paid their outstanding statutory entitlements to long service leave and annual leave.
- 19.6 In the event of the death of an employee who has been given notice of termination of employment on account of redundancy, then the redundancy benefits shall be paid into the Estate of the deceased.
- 19.7 Employees affected by redundancy shall be allowed up to one day time off for each week of notice without loss of pay to seek other employment.
- 19.8 As soon as practicable after the decision has been taken the Company shall provide advice to those employees to be made redundant.
- 19.9 In the event that the Company closes a particular work location and an employee affected by this closure is offered continued employment with the Company, then that employee will not be eligible for redundancy payments.
- 19.10 The Union and employees undertake that there will be no further claims made upon the Company in regard to redundancy prior to 28 November, 2008.

20. UNION RECOGNITION

- 20.1 All employees subject to this Agreement will be given the opportunity to join the National Union of Workers (NSW Branch).
- 20.2 The Company will provide new employees on commencement NUW documentation or information it wishes to provide as part of the Employee Induction process providing the material is provided by the Union to Ausdoc and it conforms with Industrial Legislation and is packaged as a single unsealed handout.

21. RELOCATION

- 21.1 The current custom and practice of employee's performing their duties at multiple work locations will continue.
- 21.2 In the event that the Company closes a particular work location and an employee affected by this closure continues in employment with the Company at another work location and this involves excessive travel then the Union may raise the issue of compensation with the Company. For the purposes of this clause "excessive travel" shall be where the radial distance to the new work site, measured from the employees home, is at least an additional 20 kilometres over the distance from the employees home to the work site that has been closed.

22. ILLEGAL DRUGS & ALCOHOL

The parties to the agreement are committed to maintaining a workplace free of illegal drugs and alcohol. The use, sale, transfer or possession of illegal drugs or other illegal substances is strictly prohibited at all sites covered by this agreement, in transit between these sites, and during working hours. This also includes the illegal or improper use of controlled substances.

Attending work under the influence of any such substance is also strictly prohibited.

Any breach of this provision amounts to gross misconduct and the employment of employees involved may be terminated accordingly.

23. PERFORMANCE COUNSELLING PROCEDURE

- 23.1 Performance of work habit issues will be dealt with by the appropriate manager in a timely manner. The company views the decision to counsel an employee as a serious occurrence and will always ensure that fairness and reasonableness applies in each case.
- 23.2 In every case where a performance or work habit issue occurs, a discussion will take place to make the employee aware of this issue and to give the employee a chance to explain and to rectify the situation or problem.
- 23.3 If the employee does not meet the required standards, then a verbal warning will be issued. Again the discussion will be followed up with within an agreed time frame.
- 23.4 Should the employee not meet the required standards, then a first written warning will be issued
- 23.5 If, following an opportunity to meet the required standards of performance, an employee still, or again, does not meet the required standards, then a second written warning will be issued.
- 23.6 If, following an opportunity to meet the required standards of performance, an employee still, or again, does not meet the required standards, then the employee's employment may be terminated.

- 23.7 Warnings issued in accordance with this procedure will remain 'active' and on the employee's personnel file for a period of 12 months, after which the warning will be removed from the file and destroyed.
- 23.8 The procedure outlined above in 23.1-23.7 does not apply to instances of serious misconduct. For example: gross negligence, theft, OH&S breaches, or refusing duty.
- 23.9 The procedure outlined above in 23.1-23.7 does not apply where there is another specific Company procedure to deal with an issue. For example: harassment and discrimination.
- 23.10 The procedure outlined above in 23.1-23.7 does not apply to employees who are serving a probation period.

24. TRANSMISSION OF BUSINESS

Subject to the provisions of the NSW Industrial Relations Act, 1996 this agreement shall apply to any successor, assignee or transmittee of all or any of the work.

25. SIGNATORIES

Signed for and on behalf of:
AUSDOC INFORMATION MANAGEMENT PTY LTD

Name: _____

Witness: _____

Date: _____

Signed for an on behalf of:
NATIONAL UNION OF WORKERS

Name: _____

Witness: _____

Date: _____

APPENDIX A

Employees of Labour Hire firms engaged to supplement the Ausdoc Information Management work force shall be paid the applicable wage rate under the Ausdoc Information Management Pty Ltd Enterprise Agreement, 2005.

AWARD**1. Arrangement****PART A**

Clause No.	Subject Matter
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PART B

MONETARY RATES

Table 1 — Minimum Award Wage Rates

Table 2 — Other Rates and Allowances

SCHEDULE A

Award and Variations Incorporated

SCHEDULE B

Changes Made on Review

2. Definitions

- (i) A "Casual employee" shall mean an employee who is engaged and paid as such.
- (ii) A "Shift worker" shall mean a worker who is engaged and paid as such.
- (iii) A "Work cycle" shall mean any period of 28 consecutive days.
- (iv) In this award any reference to one gender shall mean a reference to the other gender.
- (v) A "leading hand", for the purposes of this award:
 - (a) shall be appointed by the employer to assist in the good order of work flow in an operating area by:
 - (1) receiving instructions and allocating the work flow to employees;
 - (2) determining shortages in labour, or material or equipment failures, and bringing any deficiencies to the employer for consideration;
 - (b) shall, where a failure in training or behaviour occurs, disengage himself/herself from further action and refer the matter to the employer (provided that this does not preclude a leading hand from giving training, but only on the general instructions of the employer);
 - (c) shall not become involved in planning annual leave rosters or rostered days off except by consultation with the employer to ensure an orderly overview of work cover;
 - (d) shall not become involved in disciplining of employees for behaviour, absenteeism or performance;
 - (e) shall give advice to the employer or other staff to assist with each of the above but only to the extent of ensuring good order and work flow;
 - (f) shall not breach any confidence placed in them by fellow employees or the employer;
 - (g) is appointed on merit and skill, taking into account the following factors:
 - (1) clerical aptitude;
 - (2) H.O.W. supervisor assessment;
 - (3) work performance experience;
 - (4) attendance;
 - (5) attention to detail;
 - (6) general attitude to company standards;
 - (7) training and education.

2A. Classifications

All storemen and packers covered by this award shall be classified as follows:

Five Grade Structure —

Storeman and Packer Grade 1 — For the purposes of this award, a Storeman and Packer Grade 1 shall mean an employee who performs work to the level of their training, and:

- (1) is responsible for the quality of their own work (subject to instructions and direction);
- (2) works in a team environment and/or under routine supervision;
- (3) undertakes duties in a safe and responsible manner;
- (4) exercises discretion within their level of skills and training;
- (5) possesses good interpersonal and communication skills.
- (6) Indicative of the tasks which an employee at this level may be required to perform include the following:

General labouring and cleaning duties.
Order assembling, including picking stock.
Loading/unloading.
Receiving, checking, dispatching and sorting of products.
Satisfying internal and external customer needs.
Operation of a keyboard to carry out stores work.
Documenting and recording of goods, materials and components.
Basic inventory control.
Use of hand trolleys and pallet trucks.

Storeman and Packer Grade 2 — For the purposes of this award, a Storeman and Packer Grade 2 shall mean an employee who, in addition to performing the duties of a Grade 1 Storeman and Packer:

- (1) has performed 12 months' service as a Storeman and Packer Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
- (2) may be required to use, for training purposes, materials handling equipment which requires licensing/certification; and
- (3) may be required to assist in the development of Grade 1 Storeman and Packer.

Storeman and Packer Grade 3 — For the purposes of this award, a Storeman and Packer Grade 3 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is:

- (1) able to work from complex instructions and procedures;
- (2) able to co-ordinate work in a team environment under general supervision;
- (3) responsible for assuring the quality of their own work;
- (4) possesses sound interpersonal and communication skills;
- (5) licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.; and
- (6) may be required to perform the following tasks/duties:

Inventory and stores control.
 VDU operation using intermediate keyboard skills to carry out stores work.
 Use of other electronic equipment, e.g., scanner, to carry out stores work.
 Routine maintenance of stores equipment and machinery.

Storeman and Packer Grade 4 — For the purposes of this award, a Storeman and Packer Grade 4 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single storeworker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

An employee appointed in this capacity performs work to the level of their training, and:

- (1) understands and is responsible for their own quality control;
- (2) possesses a sound level of interpersonal and communication skills;
- (3) sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product;
- (4) Where appropriate, accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product, e.g., chemicals, solvents and explosives;
- (5) may perform work requiring minimal supervision, either individually or in a team environment;
- (6) must be competent to perform the following tasks/duties:
 - Licensed to operate appropriate materials handling equipment, e.g., fork lifts, mobile crane, carousel, etc.
 - Routine maintenance of stores equipment or machinery.
- (7) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional).
- (8) May also be responsible for quality control of the work of other Storemen and Packers without being responsible for their direction (optional).

Storeman and Packer Grade 5 — For the purposes of this award, a Storeman and Packer Grade 5 shall mean an employee who has undertaken stores work of all lower grades and who has, at the request of the employer, completed the Warehousing and Distribution Course (No. 8502) at a Registered Training Organisation. An employee who is appointed by the employer to this level may be required to perform the following, in addition to the work performed by other grades:

- (1) implement quality control techniques and procedures;
- (2) utilise highly developed level of interpersonal and communication skills;
- (3) assist in the provision of on-the-job training and standards.
- (4) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (5) This position is accountable for performing some of the following tasks, or a combination thereof:

Performing multiple stores activities.

Managing the information within the store.
Has a sound knowledge of the employer's operation and product.

3. Enterprise Arrangements

See the enterprise arrangements principle of the State Wage Case Fixing Principles.

4. Consultative Mechanisms

Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

5. Disputes Procedure

- (i) Any dispute arising out of employment shall be referred by the shop steward or an individual employee to the Company representative appointed for this purpose.
- (ii) Failing settlement at this level between the Company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the Company.

All efforts shall be made by the Company and the union organiser to settle the matter but, failing settlement, the union organiser shall refer the dispute to the union Secretary and the Company shall refer the dispute to its employer association and the union Secretary shall take the matter up with the employer association.

- (iii) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (iv) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

6. Labour Flexibility

- (i) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between the employer and the majority of employees concerned to allow the employees to perform any work in an enterprise within the scope of their skills and competence.
- (ii) Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks and participation of employees in additional training.
- (iii) Notwithstanding the provision of subclause (ii) hereof, employees shall perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.
- (iv) Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instructions from authorised personnel.
- (v) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.
- (vi) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- (vii) Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this award, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- (viii) Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introductions of new technology has taken place.

7. Terms of Engagement

- (i) Except as to casual employees, employment shall be on a weekly basis.
- (ii) Employment of weekly hands during the first week of service shall be from day to day at the weekly rate, terminable at a day's notice on either side; provided that the employer shall indicate, in writing, to an employee at the time of engagement whether he/she is being engaged as a casual worker or on a weekly basis.
- (iii) Subject as provided elsewhere in this award, employment shall be terminated by a week's notice on either side, given at any time during the week, or by payment or forfeiture, as the case may be, of an amount equal to 1 week's wages.
- (iv) Notwithstanding any provisions of the foregoing subclauses, the employer shall have the right to dismiss an employee without notice for misconduct and/or refusing duty.
- (v) Provided that an employee whose employment is terminated by the employer on the working day immediately preceding a holiday or holidays, otherwise than from misconduct, shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first month of engagement.
- (vi) Each employee on the termination of his/her employment shall, on request, be given a statement in writing by his/her employer or his/her manager, stating the position held by the employee and the length of service.

7A. Part-time Work

- (i) An employee may be engaged on a part-time basis. A part-time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full-time employee.
- (ii) A part-time employee is entitled to a minimum start per occasion of 3 continuous hours, except:
 - (a) where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
 - (1) a 2-hour start is sought by the employee to accommodate the employee's personal] circumstances, which must be specified, or
 - (2) the place of work is within a distance of 5 kilometres of the employee's place of residence.
- (iii) A part-time employee may work up to 38 hours per week without the payment of overtime.
- (iv) A part-time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full-time employee of the same classification contained in Table 1 of this Award.
- (v) Any hours worked by a part-time employee outside the ordinary hours of work as set out in clause 13, or in addition to the 38 hours per week shall be paid at overtime rates.
- (vi) Subject to this clause, all the provisions of this award shall apply to a part time employee on a pro rata basis.

8. Proportion of Juniors

One junior may be employed to every three or fraction of three storemen and/or packers receiving not less than the adult rate.

9. Junior Employees — Wages

The minimum rate of pay to be paid to juniors shall be the following percentages of the appropriate rate of pay as set out in Table 1 — Minimum Award Wage Rates, of Part B, Monetary Rates, for the employee's classification.

Such percentages shall be calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding half of 5 cents to be disregarded.

Percentage of Appropriate Rate (Clause 2A) Per Week as per Employee's Classification	Per Week
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

At 21 years of age, the minimum adult wage for the classification in which the employee is working; provided that where an employee under 21 years of age is called upon to stack goods weighing 31.75 kg or over more than 0.9144 metres high or to lift or carry without assistance goods weighing over 45.36 kg, he/she shall be entitled to the minimum wage prescribed for the appropriate classification.

10. Wages

- (i) The wage rates as set out in Table 1— Minimum Award Wage Rates, of Part B, Monetary Rates, are minimum award wage rates per week.

- (ii) **Leading Hand** — Storeman and Packer in charge of 1 to 5 employees shall be paid as set out in Item 1 of Table 2 — Other Rates and Allowances, of the said Part B, in addition to the rates set out in the said Table 1, according to the classification.

Storeman and Packer in charge of 6 to 10 employees shall be paid as set out in Item 2 of the said Table 2 in addition to the rates set out in Table 1, according to the classification.

Storeman and Packer in charge of 11 to 15 employees shall be paid as set out in Item 3 of Table 2 in addition to the rates set out in Table 1, according to the classification.

Storeman and Packer in charge of over 15 employees shall be paid as set out in Item 4 of Table 2 in addition to the rates set out in Table 1, according to the classification.

- (iii) **Casual Hands** — Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus 15 per cent, calculated to the nearest half cent, with a minimum payment on any day of four hours.

(NOTATION — The Annual Holidays Act 1944 provides that casual employees under this award are entitled to receive an additional amount equal to 1/12 of their ordinary-time earnings in lieu of annual leave.)

- (iv) **Single Employees** — Where a Storeman and Packer is in charge of a bulk store, i.e., where there is no other person located in the same or adjoining premises to whom such Storeman and Packer is responsible, then such Storeman and Packer shall be paid a margin of not less than the rate set out in Item 5 of Table 2 in addition to his/her ordinary rate of pay.

- (v) **Fork Lift and/or Mobile Crane Drivers** —

(a) A Storeman and Packer who, in the course of his/her employment, operates a fork lift shall, in addition to the rates otherwise payable in accordance with this clause, be paid as set out in Item 6 of Table 2 whilst so employed.

(b) A Storeman and Packer who, in the course of his/her employment, operates a mobile crane shall, in addition to the rates otherwise payable in accordance with this clause, be paid as set out in Item 7 of Table 2 whilst so employed; provided that in respect of any hour or part thereof in which both of the additional payments prescribed in paragraph (a) and this paragraph become payable, the amount payable in respect of that hour shall not exceed the payment as set out in Item 8 of Table 2.

(c) The additional rates provided for in this subclause shall be calculated on the total time in which employees are actually engaged on such work but any time exceeding half an hour counted shall be counted as one hour and any time less than half an hour counted as half an hour; provided further that the ordinary weekly wage payable to any such employee shall not exceed the amounts as set out in Groups 4 and 5 of Table 1, attached to drivers of fork lifts and/or mobile cranes who may be exclusively employed as such.

- (vi) In iron yards, iron and steel pipe yards, machinery stores and ship chandlers, or where the handling of barbed wire, fencing wire, plain or corrugated galvanised iron or bar iron forms part of the usual duty of any employee, an additional amount as set out in Item 9 of Table 2 shall be paid.

- (vii) Employees engaged in packing crockery, china, glass and glassware shall be paid an additional amount as set out in Item 10 of Table 2.

- (viii) Employees engaged in the blending of honey shall be paid an amount at the rate as set out in Item 11 of Table 2 in addition to the ordinary rate for Storemen and Packers.
- (ix) Employees engaged in the preparation of butter for wrapping and packing, the wrapping, packing or despatching of same, or any work in connection therewith, shall be paid a rate as set out in Group 6 of Table 1; provided that employees engaged in reclaiming waste butter from paper wraps shall be paid an additional payment at the rate as set out in Item 12 of Table 2.
- (x) When carrying bagged stuff or other packages exceeding 68.04 kg in weight for one hour or more per day, casual or weekly employees shall be paid the amount as set out in Item 13 of Table 2 in excess of ordinary rates for the time so engaged. When the weights exceed 81.65 kg the rate shall be as set out in Item 14 of Table 2 in excess of ordinary rates. A stacker of bagged stuff shall be paid carrying rates.

10A. Arbitrated Safety Net Adjustments

- (a) The rates of pay in this award include the first, second and third arbitrated Safety Net Adjustments (\$8.00 per week — 18 February 1994, 8 May 1995, 27 April 1998) payable under the State Wage Case — December 1994 decision. All of the above safety net adjustment may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

11. Shift Workers

- (i) Definitions — For the purposes of this clause:
- "Early Morning Shift" means any shift commencing at or after 4.00 a.m. and before 6.30 a.m.
- "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- "Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.
- (ii) Hours — Continuous Work Shifts — The ordinary working hours of shift workers employed on continuous work shall be an average of 38 per week as provided in clause 13, Hours. Such ordinary working hours:
- (a) shall not exceed 152 in any work cycle; and
 - (b) except as provided in subclause (iv) of the said clause 13, shall not exceed:
 - (1) 8 in any 1 day; or
 - (2) 48 in any 1 week; or
 - (3) 88 in any 14 consecutive days; or
 - (4) 128 in any 21 consecutive days.
- (iii) Hours — Other Than Continuous Work — The ordinary working hours of shift workers not on continuous shifts shall be an average of 38 per week as provided for in clause 13. Such ordinary working hours:
- (a) shall not exceed 152 in any work cycle; and
 - (b) except as provided in subclause (iv) of clause 13, shall not exceed:
 - (1) 8 in any 1 day; or
 - (2) 40 in any 1 week; or
 - (3) 80 in any 14 consecutive days; or
 - (4) 120 in any 21 consecutive days.
- (iv) Hours — General — The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:
- (a) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any 24 hours.
 - (b) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
 - (c) The ordinary working hours of any shift shall be worked continuously except for meal breaks, to be taken at such times as the employer may direct.
 - (d) No employee shall be required to work for more than 5 consecutive hours without a meal break.
- (v) Rosters — Subject to paragraph (a) of this subclause, shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

- (a) An employee shall not be required by an employer to work an early morning shift where this would impose upon that employee any unreasonable personal hardship(s). Without limiting the generality of the concept "any unreasonable personal hardship", it shall include where an employee is unwilling to work a morning shift on account of "illness, incapacity, domestic or other pressing necessity". Provided further that an employer shall consult with the accredited representative of the union in relation to the implementation of an early morning shift.
- (vi) Variations by Agreement — The method of working shifts may, in any case, be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by the employer to the employees.
- (vii) Early Morning Shift Allowances —
- (a) A shift worker whilst on early morning shift shall be paid for such shift a penalty payment of 12.5 per cent in addition to his/her ordinary rate of pay.
- (b) A shift worker who works on morning shift which does not continue for at least 5 successive mornings in a 5-day workshop, or for at least 6 successive mornings in a 6-day workshop shall be paid for each such shift 50 per cent for the first 3 hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.
- (viii) Afternoon or Night Shift Allowances —
- (a) A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his/her ordinary rate.
- (b) A shift worker who works on an afternoon or night shift which does not continue for at least 5 successive afternoons or nights in a 5-day workshop or for at least 6-successive afternoons or nights in a 6-day workshop shall be paid for each such shift 50 per cent for the first 3 hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.
- (c) An employee who:
- (1) during a period of engagement on shift, works night shift only; or
 - (2) remains on night shift for a longer period than 4 consecutive weeks; or
 - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one-third of his/her working time off night shift in each shift cycle; shall, during such engagement period or cycle, be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.
- (ix) Saturday Shifts — The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and one-half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (vii) and (viii) of this clause.
- (x) Overtime — Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, shall:
- (a) if employed on continuous work be paid at the rate of double time; or
 - (b) if employed on other shift work be paid at the rate of time and one-half for the first 2 hours and double time thereafter, except in each case when the time is worked:

- (c) by arrangement between the employees themselves;
- (d) for the purpose of effecting customary rotation of shifts; or
- (e) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day.

Provided that when not less than 8 hours' notice has been given to the employer by a relief employee that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered day off, the unrelieved employee shall be paid double time.

- (xi) Requirements to Work Reasonable Overtime — An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

- (xii) Sundays and Holidays — Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:

- (a) Sundays — at the rate of double time.
- (b) Holidays — as prescribed by clause 24, Holidays, at the rate of double time. Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 25, Holiday and Sunday Rates of Pay.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

- (xiii) Daylight Saving — Notwithstanding anything contained elsewhere in this award, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subclause the expressions "standard time" and "summer time" shall have the same meanings as are prescribed by the relevant State legislation.

- (xiv) Clauses 16, Overtime, 14, Meal Hours, and subclause (i) of clause 13, Hours, shall not apply to shift workers.
- (xv) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall,

subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

12. Payment of Wages

- (i) Wages of weekly employees shall be paid not later than Thursday of each week; provided that the pay day and the days held in hand for employees employed in a mixed industry shall be the same as for the majority of employees in that industry, conditional upon the employer notifying the National Union of Workers, New South Wales Branch.
- (ii) Except as otherwise provided for in this clause, no employer shall hold more than 1 day's wages in hand.
- (iii) Casual hands shall be paid at the place of their employment on termination of their service.
- (iv) Any person left waiting for more than 15 minutes shall be paid the casual rate for such waiting time.
- (v) In the event that an employee, by virtue of the arrangement of the ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- (vi) Subject to the remainder of this clause, payment of wages may be made by means of payment by cash or electronic funds transfer, provided that payment by electronic funds transfer shall not be used wherever its use would create harsh or unreasonable circumstances for employees.
- (vii) Wherever wages are paid by electronic funds transfer under subclause (vi) hereof, the employer shall meet the following costs:
 - (a) The employee's account establishment cost.
 - (b) The cost of each deposit of wages in the employee's account, including Government charges.
 - (c) The cost of a single withdrawal of each deposit of wages from an employee's account.

12A. Deduction and Remittance of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (viii) The above variations shall take effect:
 - (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 25 March 2003.

- (b) In the case of employers who do not fall within subparagraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 25 June 2003.
- (c) For all other employers, from the beginning of the first pay period to commence on or after 25 September 2003.

13. Hours

- (i) The ordinary working hours, exclusive of meal times, shall average 38 per week, Monday to Friday, worked as follows:
 - (a) The hours to be worked will be between the span of hours 6.30 a.m. to 5.30 p.m.
 - (b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least 7 days' notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
- (ii) Except as provided in subclauses (iv) and (v) of this clause, the 38-hour average week may be implemented in any one of the following ways:
 - (a) by employees working less than 8 ordinary hours each day; or
 - (b) by employees working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) by rostering the employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- (iii) The method of implementation of the 38-hour average week shall be at the discretion of the employer, who shall nominate which method prescribed in subclause (ii) of this clause shall apply. Provided that the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect.
- (iv) Subject to the provisions of subclause (i) of this clause and (ii) and (iii) of clause 11, Shift Workers, should the employer and the majority of employees in any establishment agree, the ordinary working hours may exceed 8 on any day to enable a weekday off to be taken more frequently than would otherwise apply.
- (v) Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- (vi) Except as provided in subclause (vii) of this clause, in cases where an employee, in accordance with paragraphs (c) and (d) of subclause (ii) of this clause, is entitled to a day off during his/her work cycle, such employer shall be advised by the employee at least 4 weeks in advance of the weekday he/she is to take off.
- (vii)
 - (a) An employer, with the agreement of a majority of employees in any establishment, may substitute the day an employee is to take off in accordance with paragraphs (c) or (d) of subclause (ii) of this clause, for another day in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business in the event of rush orders or some other emergency situation.
 - (b) An employee who is required by his/her employer to work on his/her scheduled day off in circumstances other than those in paragraph (a) of this subclause shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.
 - (c) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.

- (d) An employer may hold up to a maximum of 5 days accrued in accordance with paragraphs (c) and (d) of subclause (ii) of this clause. The accrued days are to be taken at a time mutually agreed between the employer and the employee.

14. Meal Hours

- (i) Not less than 30 minutes or more than one hour shall be allowed for meal breaks. The meal break shall be taken no later than to finish at 2.00 p.m., provided that no employee shall be required to work for more than 5 hours without a break for a meal. Such meal break shall not count as time worked.
- (ii) Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes or more than 1 hour shall be allowed for tea and shall be taken within 1 hour of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break; provided that any employer and his/her employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.
- (iii) Subject to subclauses (i) and (ii) of this clause, an employer may require an employee to work during his/her recognised meal break as part of his/her ordinary time.

15. Morning Rest Period

All employees shall be allowed ten minutes each morning as a rest period for morning tea, such time to be counted as time worked.

16. Overtime

- (i) All work done before the starting time and/or after the finishing time fixed in accordance with clause 13, Hours, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter. Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four hours at the appropriate rate.
- (ii) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.
- (iii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

17. Crib Time

An employee working overtime shall be allowed a crib of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

18. Meal Allowance

An employee who works overtime for more than one hour on any day or shift after the fixed ceasing time shall be paid on such day the amount as set out in Item 15 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, as a meal allowance unless notified on the previous day of the intention to work such overtime. Such payment shall be made prior to the commencement of the meal time on the day overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he/she shall be paid the amount as set out in Item 16 of Table 2.

19. Special Rates

- (i) Dirty Work — Work which a foreman and Storeman and Packer shall agree is of an unusually dirty or offensive nature shall be paid the amount as set out in Item 17 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates.

In the case of disagreement between the foreman and workman, the Storeman and Packer or his/her shop steward on his/her behalf shall be entitled, within 24 hours, to ask for a decision on the Storeman and Packer's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision shall be given on the workman's claim within 48 hours of it being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the appropriate industrial committee.

- (ii) Hot Places — Working for more than 1 hour in the shade in places where the temperature is raised by artificial means to between 46.1 degrees Celsius and 54.4 degrees Celsius — the amount as set out in Item 18 of Table 2; in places where the temperature exceeds 54.4 degrees Celsius — the amount as set out in Item 19 of Table 2. Where work continues for more than 2 hours in temperatures exceeding 54.4 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (iii) Wet Places — An employee working in any place where his/her clothing or boots becomes saturated, whether by water, oil or otherwise, shall be paid the amount as set out in Item 20 of Table 2; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

20. Obnoxious Materials

- (i) Employees directly engaged in the handling of the materials named in this subclause, subject to the conditions set out herein, shall be paid such extra hourly rate as is set out in Item 21 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates, regarding the following paragraphs (a) and (b):
 - (a) Soda ash, lignosol, bulk sulphur, phosphate rock, manganese, carbon black, lamp black or fish meal (other than in undamaged steel drums, undamaged casks or undamaged polythene bags).
 - (b) Oxides, including antimony oxide, zinc oxide, yellow oxide, titanium, red lead, litharge or any oxide with a similar base when free or packed in sacks or bags (other than in undamaged steel drums, undamaged casks or undamaged polythene bags).
- (ii) Employees engaged in the handling of hydrogen fluoride shall be paid at the rate of double time whilst so engaged.
- (iii) Employees engaged in the handling of any of the materials mentioned in this clause and for which extra rates are provided shall, subject to the conditions specified herein, be paid a minimum of four hours at the appropriate rate for each day upon which the employee is so engaged.
- (iv) Employees engaged in the loading, unloading or handling by mechanical appliance of any materials in unbroken containers in circumstances such that the employee is not exposed to any disability arising from the obnoxious nature of the materials, shall not qualify for the extra rates stipulated herein.
- (v) Leave is reserved to the parties to apply as they may be advised for a variation of this clause in relation to the following items:

Offal, inflammable or hazardous liquids and gases, cryolites, nitram, nuco clay, powdered molasses, clinker dust and wheat dust.
- (vi) In the event of any dispute as to the obnoxious nature of any additional materials not mentioned in this clause, or the extra rate to be paid for any goods classified as obnoxious materials or as to the application of subclause (v) of this clause, any party to these proceedings may refer the matter to the appropriate industrial committee or the Industrial Relations Commission of New South Wales for determination.

21. Fares and Travelling Time

- (i) All weekly employees shall be paid at ordinary rates (or overtime rates if overtime is worked) for all time occupied in travelling to and from work when they are required or directed to work at a place other than their usual place of work. When employees have a fixed starting point, they shall be paid for all time occupied in travelling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares shall be paid by the employer.
- (ii) If employees are unable to reach their homes at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein, shall be paid to them.
- (iii) An employee who is required by the employer to use his/her own motor vehicle for travelling on the employer's business shall be paid a rate as set out in Item 22 of Table 2 — Other Rates and Allowances, of Part B, Monetary Rates.

22. First-aid

The employee who is appointed as a first-aid attendant shall be paid an additional payment at the rate as set out in Item 23 of Table 2.

23. Mixed Functions

An employee employed in a higher classification for 2 hours or more for which a higher rate of pay is provided for herein, shall receive such higher rate of pay for the full day.

If employed for less than 2 hours on any day on any such higher classification, he/she shall receive such higher rate of pay whilst so employed.

The aforementioned provisions shall not apply to employees receiving the hourly allowance under subclause (vi), Fork Lift and/or Mobile Crane Drivers, of clause 10, Wages.

No employee shall suffer any reduction in wages if temporarily employed on work other than on which he/she is regularly employed and for which a lower rate is provided for herein.

24. Holidays

- (i) The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays.
- (ii) In addition to the holidays specified in subclause (i) of this clause, one additional paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. Such holiday shall be on the day prescribed in subclause 7.5.1(b)(ii) of Clause 7, Public Holidays, of the Metal Engineering and Associated Industries Award 1998 - Part I, as an additional holiday in New South Wales; provided that where any other day is observed as a picnic day by the general body of employees in any establishment, then such day shall be substituted for the additional holiday hereinbefore prescribed.

By agreement between any employer and the majority of the employees, another day may be substituted for the additional holiday prescribed by this subclause in such employer's undertaking.

- (iii) In the case of an employee whose ordinary hours of work are arranged in accordance with subclause (iv) or paragraphs (c) or (d) of subclause (ii) of clause 13, Hours, the weekday to be taken off shall not coincide with any holiday fixed in accordance with subclauses (i) and (ii) of this clause. Provided that in the event that a holiday is prescribed after an employee has been given notice of his/her weekday off in accordance with subclause (vi) of the said clause 13, and the holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.
- (iv) An employee who works continuous work and who, by the circumstances of the arrangement of his/her ordinary hours of work is entitled to a rostered day off which falls on a public holiday described by this clause, shall, at the discretion of the employer, either be paid for that day, at ordinary rates, or have an additional day added to their annual leave. This provision shall not apply when the holiday on which he is rostered off falls on a Saturday or Sunday.
- (v) Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

25. Holiday and Sunday Rates of Pay

- (i) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- (ii) All time worked on Sunday shall be paid for at the rate of two and one-half times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one-half.
- (iii) For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one-half.
- (iv) The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

26. Sick Leave

- (i) (a) An employee working under the award who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the *Workers' Compensation Act 1987*), not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance; provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- (b) An employee shall, within 6 hours of the commencement of such absence or within such time as is practicable for the employee, inform the employer of his/her inability to attend for duty and, as far as possible, state the estimated duration of the incapacity.
- (c) The employee shall prove to the satisfaction of the employer (or, in the event of a dispute, the Industrial Relations Commission of New South Wales) that he/she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- (d) Except as herein provided, he/she shall not be entitled, in the first year of employment, to leave in excess of 5 days, and 10 days in the second and subsequent years of employment. Sick pay entitlement for part-day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- (e) The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in any subsequent year of employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of 12 years in addition to the current year, but no longer, from the end of the year in which they have accrued.
- (f) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payment shall be made.
- (g) For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the employer. Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (h) Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by this clause.
- (i) Single-day Absences — In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee, if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's right under paragraph (c) of subclause (i) of this clause.

26A. Personal/Carer's Leave**(1) Use of Sick Leave —**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 26, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) 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 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 subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "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 that person's 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.

(2) 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 member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave —
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (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.
- (4) 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 with the employer within 12 months of the said election.
- (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) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12- month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time —
- (a) An employee may elect, with the consent of the 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.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off —
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

27. Annual Leave

See *Annual Holidays Act 1944*. Leave is reserved pending the outcome of any test case on this matter in the Industrial Relations Commission of New South Wales.

28. Annual Leave Loading

- (i) This clause takes effect on and from 1 January 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.
- (ii) In this clause, the Annual Holidays Act 1944 is referred to as "the Act".
- (iii) Before an employee is given and takes an annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employee shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employer takes an annual holiday wholly or partly in advance — see subclause (vii) of this clause.)
- (iv) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act.
- (v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 January 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) of this clause as to holidays taken wholly or partly in advance after 31 December 1973.)
- (vi) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (v) of this clause, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by Table 1 — Minimum Award Wage Rates, of Part B, Monetary Rates, for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with, where applicable, the rate prescribed by Item 5 (Single employee) of Table 2 — Other Rates and Allowances, of Part B, but shall not include any other allowances, penalty or disability rates, shift allowances, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this award.
- (vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause, applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance of 31 December 1973 and the entitlement to the holiday arises on or after 1 January 1974.
- (viii) Where, in accordance with the Act and on or after 1 January 1974, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- (ix) (a) When the employment of an employee is terminated by his/her employer on or after 1 January 1974 for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled after 31 December 1973 she/he shall be paid a loading calculated in accordance with subclause (vi) for the period not taken.

- (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.

- (x) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

29. Long Service Leave

See *Long Service Leave Act 1955*.

30. Bereavement Leave

- (i) An employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal Carer's Leave in subclause (1)(c)(ii) of Clause 26A provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in subclause (iii) above, if the employee goes overseas to attend the funeral.
- (vi) Bereavement leave may be taken in conjunction with other leave available under subclauses 1(a), 2, 3, 4, 5 and 6 of Clause 26A, Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

31. Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working. An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

32. Repatriation Leave

Upon the production of evidence satisfactory to the employer, an employee who is entitled to supervision by the Department of Veteran's Affairs shall be entitled to be paid the employee's award rate of pay; provided that the employer shall be obliged to make such payments on not more than four occasions in any year and payment is not to exceed four hours' pay on each occasion.

33. General Conditions

- (i) There shall be provided a sufficient supply of boiling water at meals for all employees and an adequate supply of fresh cold water for drinking purposes shall be supplied on the job.
- (ii) Where the nature of the work performed by employees necessitates suitable waterproof clothing and/or aprons, rubber boots or clogs, gloves, goggles and protective breathing apparatus applicable to that work, they shall be supplied to and worn by the employees and paid for by the employer and shall remain the property of the employer.
- (iii) See also relevant Occupational Health & Safety Legislation and Regulations as amended from time to time.

34. Redundancy

(i) Application:

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's 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.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause 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 tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change:

(a) Employer's Duty of Notify:

- (1) 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 and the union to which they belong.
- (2) '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 award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's Duty to Discuss Change:

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

(iii) Redundancy:

(a) Discussions Before Terminations

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

(iv) Termination of Employment:

- (a) Notice for Changes in Production, Programme Organisation or Structure — This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme" "organisation" or "structure" in accordance with subclause (ii)(a)(1) above.

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

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

- (b) 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 subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The period of notice required by this subclause to be given shall be deemed to be service with the 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.
- (c) Time Off During the Notice Period
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up on one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee Leaving During the Notice Period — If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of Employment — The 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.
- (f) Notice to Appropriate Commonwealth Agency — Where a decision has been made to terminate employees, the employer shall notify the appropriate Commonwealth Agency thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) CentreLink Employment Separation Certificate — The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee as "Employment Separation Certificate" in the form required by the Department of Social Security.
- (h) Transfer to Lower Paid Duties — Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the 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.
- (v) Severance Pay:
- (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service.
 - (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

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

- (2) 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

- (3) "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, overaward payments, shift penalties and allowances for in the relevant award.
- (b) Incapacity 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 paragraph (a) above.
- The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.
- (c) Alternative Employment — 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 Paragraph (a) above if the employer obtains acceptable alternative employment for an employee.
- (vi) Savings Clause — Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

35. Shop Steward

An employer shall allow a shop steward, appointed by employees in each establishment and whose name has been forwarded by the union, in writing, to the employer the necessary time during working hours to interview him/her or his/her representatives on matters affecting the employees whom the steward represents.

36. Exemptions

- (i) W.D. & H.O. Wills (Aust.) Limited is exempted from the provisions of this award; provided that the present conditions observed and agreed to by and between the said company and The Federated Tobacco and Cigarette Workers' Union of Australia, New South Wales Branch, are adhered to in respect of such employees.
- (ii) For the purpose of the Australasian Conference Association Limited at Cooranbong, the words "Friday" (other than in the expression "Good Friday"), "Saturday" (other than in the expression "Easter Saturday"), "Sunday", and "Monday" (other than in the expression "Easter Monday") wherever appearing in this award are to be read, respectively, as "Thursday", "Friday", "Saturday" and "Sunday".

37. Superannuation

(i) Definitions — In this clause the following definitions shall apply:

- (a) "L.U.C.R.F." shall mean the Labour Union Co-operative Retirement Fund.
- (b) "Approved Fund" shall mean a superannuation fund which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- (c) "Eligible Employee" shall mean a weekly or casual employee who is employed to work in an establishment pursuant to the terms of this award and who has been so employed for four calendar weeks.

In the case of casual employees, ordinary hours of service need not be continuous. All hours of service accumulated by a casual employee shall be included in the calculation of ordinary hours of service towards the attainment of the qualifying period.

- (d) "Freedom of Choice" shall mean an individual choice of each employee as to which superannuation scheme he/she wishes to join. The options shall be either L.U.C.R.F. or an approved fund of the company's choosing.
- (e) "Ordinary-time Earnings" shall mean:
 - (1) In the case of a weekly employee, his/her classification's weekly rate of pay for ordinary hours of labour; or
 - (2) in the case of a casual employee, earnings for his/her classification during ordinary working hours (including 15% casual loading).
 - (3) A classification's rate shall include the rate per week and allowances related to work and/or conditions.
 - (4) Ordinary-time earnings shall also include any overaward payment.

"Overaward payment" means the amount (whether it be termed "overaward payment", "attendance bonus", "service increment", or any term whatsoever) which an employee would receive in excess of an award and/or industrial agreement rate of pay for the classification in which such an employee is engaged. Provided that such payment shall exclude payments related to overtime, meal money allowance and any other ancillary payment of a like nature prescribed by an award and/or industrial agreement.

(ii) Contributions —

- (a) An employer shall pay to the Trustee of L.U.C.R.F. or an approved fund, in respect of each eligible employee, an amount equal to three per cent of the employee's ordinary-time earnings in accordance with the exercise of such employee's freedom of choice.
- (b) When an employee becomes an eligible employee by having completed the required qualifying period of employment, the employer shall pay contributions for the qualifying period.
- (c) Provided that where an eligible employee has not joined the fund and refuses in writing to do so, the employer shall not be bound to make contributions for that eligible employee.
- (d) An employer may make a pro rata deduction from the weekly contribution for each hour that an employee is absent from work without pay.
- (e) An employer shall remit to the Trustee of L.U.C.R.F. or an approved fund, whichever is applicable, all payments due in respect of eligible employees immediately at the conclusion

of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the Trustee.

- (iii) Existing Arrangements — Nothing in this clause shall affect any arrangement for the payment of three per cent occupational superannuation (emanating from the State Wage Case decision of 1986 and subsequent decisions) into L.U.C.R.F. or an approved fund, which commenced before 20 March 1989.

Further, it is not the intent of this clause to reduce the terms of any existing agreement between an employer and the Trustee of L.U.C.R.F. or of an approved fund, whichever is applicable.

Leave Reserved — Leave is reserved to any party to apply in Matter No. 11 of 1989 in respect of any unforeseen circumstances not contemplated by the parties at the time that clause was inserted into this award.

(NOTATION: Employees covered by this award are also covered by the provisions of the Superannuation Guarantee Charge Act 1992 (Cth.) and the Superannuation Guarantee (Administration) Act 1992 (Cth.) and complementary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of the making of this award.)

38. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES —

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

39. Area, Incidence and Duration

- (a) This award shall apply to employees in the classifications specified in the award within the jurisdiction of the Storemen and Packers, General (State) Industrial Committee (sections 1, 2, 5, 6, 7, 8 and 9).
- (b) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Storemen and Packers, General (State) Award published 21 May 1999 (309 I.G. 369) and all variations thereof.
- (c) The award published 21 May 1999 took effect from the beginning of the first pay period to commence on or after 27 April 1998 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) are set out in the attached Schedule B and take effect on or after 22 December 1999.
- (e) The award remains in force until varied or rescinded, the period for which it was made having already expired.

NOTATION -

STOREMEN AND PACKERS, GENERAL (STATE) AWARD INDUSTRIAL COMMITTEE

The Commission orders that -

1. The Industrial Committee, known as the Storemen & Packers, General (State) Industrial Committee published on 28 July 2000 (317. I.G. 492) be dissolved.
2. There be established a new Storemen & Packers, General (State) Industrial Committee for the Industries and Callings of:-

Section 1 - Storemen and Packers, Produce, &c. Stores (State)

Storemen and packers, employed by wholesale and by retail produce, seed and grain merchants, and storemen and packers engaged in handling of produce, grain and seed in stores, in the vicinity of railway stations, sidings, or lines, including in each case storemen and packers who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, and employees engaged in the preparation of butter for wrapping and packing, the electrical appliances, in connection therewith in wholesale or retail produce stores in the State, excluding the County of Yancowinna, and excluding the area within the radius of 16.09 km 10 miles round the post and telegraph office, Newcastle, and excluding also as to all but retail establishments the towns of East and West Maitland:

excepting

storemen and packers employed in retail shops and stores which have no distinct and separate produce, seed, or grain departments, and of which the sale of produce, seed or grain forms only the smaller part of the business.

Section 2 - Storemen and Packers, Retail Stores (State)

Storemen and packers in retail shops and stores in the State excluding the County of Yancowinna; including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances in retail shops and stores.

Section 3

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Section 4 - Storemen and Packers, Wholesale, Drug Stores (State)

Storemen and packers, including storemen and packers who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, employed in wholesale drug stores, drug factories and drug laboratories in the State, excluding the County of Yancowinna.

Section 5 - Storemen and Packers, Wholesale, Drug Stores (State)

Storemen and packers, and sorters and assemblers, including storemen and packers and, sorters and assemblers who, for the purpose of and in the course of their work as storemen and packers sorters and assemblers use mechanical or electrical appliances in wholesale grocers and tea warehouses (but not including tea packers) in the State, excluding the County of Yancowinna, and excluding the area within a radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and excluding the towns of East and West Maitland;

Section 6 - Storemen and Packers, Wholesale Hardware Stores (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances in wholesale hardware, ironmonger, machinery, general merchants, ship chandlers and fancy goods houses, iron yards and rope stores in the State, excluding the County of Yancowinna, excluding the area within a radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and excluding the towns of East and West Maitland;

and excepting

The employees of Australian Wire Industries Pty Ltd - Sydney Wiremill;

and excepting also

Employees of Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited) Industrial Committee and the Quarries (Australian Iron and Steel Pty Limited) Industrial Committee;

Section 7 - Storemen and Packers, Wholesale Softgoods, &c. Stores (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances in wholesale softgoods, boot and shoe and stationery stores and museums in the State, excluding the County of Yancowinna, and excluding the area within the radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and excluding the towns of East and West Maitland;

Section 8 - Storemen and Packers, Not Elsewhere Included (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, other than those mentioned in Sections 1, 2, 3, 4, 5, 6, 7 and 9, and other than those mentioned in the Storemen and Packers, Wharf Stores (State) Industrial Committee, Storemen and Packers, Wholesale Paint, Varnish, Oil and Colour Stores (State) Industrial Committee and the Storemen and Packers, Wholesale Oil and Petroleum Products (State) Industrial Committee, in the State, excluding the County of Yancowinna;

Excepting

Storemen and packers in the porcelain enamelling industry; and

Excepting also

Employees of the Council of the City of Sydney, and employees in bond and free stores, but including employees in engineering and shipbuilding establishments or any factory;

and excepting also

Employees of Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Pty Limited) Industrial Committee and the Quarries (Australian Iron & Steel Pty Limited) Industrial Committee, the Wholesale Fruit and Vegetable Employees (State) Industrial Committee;

and excepting also persons employed in or by The United Dental Hospital of Sydney.

Section 9 - Storemen and Packers (Newcastle)

All storemen and packers (other than those in retail shops and stores) employed within a radius of 16.09 km (10 miles) round the post and telegraph office, Newcastle, and in the towns of East and West Maitland, and including in both areas sorters and assemblers in wholesale grocery warehouses, and including also storemen and packers and such sorters and assemblers who, for the purpose of and in the course of their work as storemen and packers and sorters and assemblers, use mechanical or electrical appliances;

Excepting

In both areas those in wholesale drug warehouses;

and excepting also

Storemen and packers in wholesale oil and colour stores, in wharf stores, and in bond and free stores;

and excepting also

Employees within the jurisdiction of the Shortland County council Industrial Committee;

Section 10 - Storemen and Packers, Bond and Free Stores (State)

Storemen and packers, including storemen and packers, who, for the purpose of and in the course of their work as storemen and packers, use mechanical or electrical appliances, employed in bond and free stores in the State, excluding the County of Yancowinna;

Excepting

All persons employed by The Sydney County Council;

Excepting

In all sections:

All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work;

and also excepting in all sections employees within the jurisdiction of the following Industrial Committees:

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);
University Employees, &c. (State);
Tubemakers of Australia Limited, Newcastle;
County Councils (Electricity Undertakings) Employees;

Smelting &c. (Electrolytic R. & S. Company &C.);
 John Lysaght (Australia) Limited Newcastle;
 John Lysaght (Australia) Limited Port Kembla;
 Australian Wire Industries Pty Limited – Newcastle Ropery;
 John Lysaght (Australia) Limited Unanderra;
 Tubemakers of Australia Limited, Yennora;
 Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilizers Limited);
 Milk Treatment, &C. and Distribution (State);
 Cement Workers &C. (State);
 Shoalhaven Scheme;

and also excepting in all sections employees of:

The Broken Hill Proprietary Company Limited
 Australian Wire Industries Pty Ltd. At its Newcastle Wiremill;
 Blue Circle Southern Cement Limited;
 The Council of the City of Newcastle;
 The Northern Rivers County Council;
 The Electricity Commission of New South Wales;
 State Rail Authority of New South Wales;
 State Transit Authority of New South Wales;
 The Commissioner for Motor Transport;
 Prospect Electricity;
 The Australian Gas Light Company;

3. The said Industrial Committee shall consist of representatives of employers and representatives of employees.
4. The representatives of employers shall be appointed, upon nomination as prescribed;

EMPLOYERS' MEMBERS:

Sections 1, 2 and 5 - 9

1. One nominee appointed by Employers First
2. One nominee appointed by the Australian Retailers' Association.
3. One nominee appointed by Australian Business Industrial

Section 4:

1. One nominee appointed by Australian Business Industrial.

Section 10:

1. One nominee appointed by Employers' First.

Alternate Nominating Rights: (Section 10):

One nominee appointed by the New South Wales Road Transport Association Inc.

5. The representatives of employees shall be appointed, upon nomination as prescribed:

EMPLOYEE'S MEMBERS:

Section 1, 2 and 5 - 9:

1. Three nominees appointed by the National Union of Workers, New South Wales Branch.

Section 4:

One nominee appointed by the National Union of Workers, New South Wales Branch.

Section 10:

1. One nominee appointed by the National Union of Workers, New South Wales Branch.

PART B
MONETARY RATES

Table 1 - Minimum Award Wage Rates

Classification	Former Award Rates (Per Week) 6 October 2004 \$	Minimum Award Wage Rates (Per Week) 6 October 2005 \$
Storeman & Packer Level 1	506.70	523.70
Storeman & Packer Level 2	521.70	538.70
Storeman & Packer Level 3	527.50	544.50
Storeman & Packer Level 4	546.30	563.30
Storeman & Packer Level 5	561.20	578.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	10(iii)	In charge -	
2		1-5	16.55 per week
3		6-10	24.90 per week
4		11-15	34.05 per week
5	10(v)	over 15	42.75 per week
5	10(v)	Single employee	13.19 per week
6	10(vi)(a)	Operates fork lift	0.65 per hour
7	10(vi)(b)	Operates mobile crane	0.80 per hour
8		Not to exceed	0.80 per hour
9	10(vii)	In iron yards, etc. handling various materials	5.56 per week
10	10(viii)	Packing crockery etc.	12.60 additional
11	10(ix)	Blending of honey	13.69 additional
12	10(x)	Reclaiming waste butter	13.69 additional
13	10(xi)	Carrying bagged stuff etc	
14		Exceeding 68.04 kg	0.41 per hour
15	18	Exceeding 81.65 kg	0.47 per hour
16		Overtime - more than 1 hour	9.95 per meal
16		Notified and not called upon	9.95 per meal
17	19(i)	Dirty work	0.42 per hour extra
18	19(ii)	Hot places -	
19		Between 46 and 54.4o Celsius	0.42 per hour extra
19		Exceeds 54.4o Celsius	0.57 per hour extra
20	19(iii)	Wet places	0.42 per hour extra
21	20(i)(a)	Obnoxious materials	0.78 per hour extra
21		(b)	Other obnoxious materials
22	21(iii)	Use of own vehicle	0.63 per km
23	22	First-aid	2.00 per day

SCHEDULE A

Award and Variations Incorporated

Clause	Award or Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette Vol.	Industrial Gazette Page
Award	B6534	21.5.99	First pay period from 27.4.98	309	369
7A, Part-time Work, 34, Redundancy	B6923	2.7.99	22.12.98	309	027
Table 1 - Minimum Award Wage Rates, Table 2 - Other Rates and Allowances	B8537	17.3.00	6.10.99	314	189
39, Anti-Discrimination	B8332	12.5.00	3.6.99	315	830

SCHEDULE B

Changes Made on Review

Date of Effect: 22.12.99

(1) Provisions Modified:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol.	Page
Storemen and Packers (General) (State)	30, Bereavement Leave	315	442

(2) Provisions Removed:

Award	Clause	Previous Form of Clause Last Published at:	
		IG Vol.	Page
Storemen and Packers (General) (State)	2B, Transitional provisions	309	369