

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/286

TITLE: **Ullrich Aluminium Certified Agreement 2005-2008**

I.R.C. NO: IRC6/1775

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 16 December 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 August 2006

DATE TERMINATED:

NUMBER OF PAGES: 33

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Ullrich Aluminium Pty Ltd., 185-187 Woodpark Road, Smithfield NSW 2164, who are engaged in or in connection with receiving, unloading, storing, packing, sorting, handling, preparing material for order and despatch, loading and despatching steel or any other similar material and/or transporting steel or any other similar material and truck driving at the company's Mayfield West and Smithfield locations, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Ullrich Aluminium Pty Limited -&- the National Union of Workers, New South Wales Branch

ULLRICH ALUMINIUM CERTIFIED AGREEMENT 2005 - 2008

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1. Commencement date of Agreement and Period of Operation

1.1 Period of Operation

This agreement applies from 16 December 2005 and will remain in force until 15 December 2008.

1.2 Renegotiation of Agreement

The parties agree to commence negotiations for a new agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

2. Coverage of Agreement

2.1 This Agreement applies to Ullrich Aluminium Distribution employees who work in, or in connection with:

- receiving;
- unloading;
- storing;
- packing;
- sorting;
- handling;
- preparing material for order and despatch; or loading and despatching steel or any other similar material and / or transporting steel or any other similar material;
- Truck driving.

and who are employed by the employer at its Mayfield West and Smithfield locations where this work is performed.

2.2 This agreement shall apply to any successor, assignee or transmittee of all or any of the work in circumstances where redundancy does not occur.

3. Parties Bound and Relationship to other Awards

3.1 Parties Bound

3.1.1 This Agreement shall be binding upon:

3.1.1(a) Ullrich Aluminium Pty Limited ("the employer")

3.1.2(b) The National Union of Workers NSW Branch ("the Union") 3 / 5 Bridge Street, Granville NSW 2142 and its members; and

3.1.3(c) All employees, whether members of the National Union of Workers or not whose employment is at any time whilst this agreement is in operation, subject to this agreement.

3.1.2 This Agreement shall not apply to employees of any business acquired by Ullrich Aluminium during the term of this Agreement. The terms and conditions of the acquired business will continue to prevail until a new Agreement covering that particular site or business is negotiated. If the terms and conditions of the acquired business are regulated by an industrial Award or Instrument, then that Award or Instrument shall continue to apply

4. **Objective of Agreement**

The parties to this agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the employer's business and to enhance the career opportunities and job security of employees.

Consistent with the objective the parties acknowledge that the application of this agreement at each of the workplaces may be varied by agreement between the employer and a majority of employees attested and the Union.

Consultative mechanisms and procedures appropriate to the size and structure of each workplace shall be established to facilitate this objective.

Where any agreement is reached the Union shall be notified and where appropriate an application for its certification shall be made to the NSW Industrial Relations Commission.

5. **Disputes Procedure**

5.1 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.

5.2 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 or legal advisors and the union Secretary shall take the matter up with that party.

5.3 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.

5.4 At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

6. **Classifications**

All production employees covered by this agreement shall be classified as follows:

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

6.1.1 is responsible for the quality of their own work (subject to instructions and direction);

6.1.2 works in a team environment and/or under routine supervision;

6.1.3 undertakes duties in a safe and responsible manner;

6.1.4 exercises discretion within their level of skills and training;

6.1.5 possesses good interpersonal and communication skills.

- 6.1.6 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.
- 6.2 Storeman and Packer Grade 2 - For the purposes of this agreement, a Storeman and Packer Grade 2 shall mean an employee who, in addition to performing the duties of a Grade 1 Storeman and Packer:
- 6.2.1 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;
- 6.2.2 may be required to use, for training purposes, materials handling equipment which requires licensing/certification; and
- 6.2.3 may be required to assist in the development of Grade 1 Storeman and Packer.
- 6.3 Storeman and Packer Grade 3 - For the purposes of this agreement, 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:
- 6.3.1 able to work from complex instructions and procedures;
- 6.3.2 able to co-ordinate work in a team environment under general supervision;
- 6.3.3 responsible for assuring the quality of their own work;
- 6.3.4 possesses sound interpersonal and communication skills;
- 6.3.5 licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.; and
- 6.3.6 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.

6.4 Storeman and Packer Grade 4 - For the purposes of this agreement, 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:

- 6.4.1 understands and is responsible for their own quality control;
- 6.4.2 possesses a sound level of interpersonal and communication skills;
- 6.4.3 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;
- 6.4.4 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;
- 6.4.5 may perform work requiring minimal supervision, either individually or in a team environment;
- 6.4.6 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.
- 6.4.7 In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards (optional).
- 6.4.8 May also be responsible for quality control of the work of other Storemen and Packers without being responsible for their direction (optional).

6.5 Storeman and Packer Grade 5 - For the purposes of this agreement, 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:

- 6.5.1 implement quality control techniques and procedures;
- 6.5.2 utilise highly developed level of interpersonal and communication skills;
- 6.5.3 assist in the provision of on-the-job training and standards.
- 6.5.4 In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- 6.5.5 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.

6.6 Truck drivers, shall mean an employee whose primary purpose is driving a truck to transport aluminium and/or facilitate deliveries and other functions (including loading / unloading) associated with the employer's business.

6.6.1 For the 1st year of this agreement Truck Drivers will be classified as either Truck Driver, Sydney or Truck Driver, Newcastle depending on whether they work at the employers' Smithfield or Mayfield West sites. From 16 December 2006 onwards, all Truck Drivers under this agreement will have the same classification whether they work at the Smithfield or Mayfield West sites.

7. **Labour Flexibility**

7.1 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.

7.2 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.

7.3 Notwithstanding the provision of subclause 7.2 above, employees shall perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.

7.4 Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instructions from authorised personnel.

7.5 Employees shall comply with all reasonable requests to transfer or to perform any work provided by the employer.

7.6 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.

7.7 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this agreement, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.

7.8 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.

8. **Terms of Engagement**

8.1 Except as to casual employees, employment shall be on a weekly basis.

8.2 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.

8.3 Subject as provided elsewhere in this agreement, weekly and regular part time 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.

8.4 Casual employees are employed from day to day and either side may terminate their employment at a day's notice on either side.

8.5 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.

8.6 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.

8.7 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.

9. Part-time Work

9.1 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.

9.2 A part-time employee is entitled to a minimum start per occasion of 3 continuous hours, except:

9.2.1 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:

9.2.1.1 a 2-hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or

9.2.1.2 the place of work is within a distance of 5 kilometres of the employee's place of residence.

9.2.2 A part-time employee may work up to 38 hours per week without the payment of overtime.

9.2.3 A part-time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a fulltime employee of the same classification contained in Table 1 of this agreement.

9.2.4 Any hours worked by a part-time employee outside the ordinary hours of work as set out in clause 15, or in addition to the 38 hours per week shall be paid at overtime rates.

9.2.5 Subject to this clause, all the provisions of this agreement shall apply to a part time employee on a pro rata basis.

10. Casual Work

The employer agrees to offer permanent weekly employment subject to the ongoing operational requirements of the employer's business on terms and conditions not inconsistent with this agreement to any casual employee who successfully completes (3) months of continuous employment as a casual employee.

11. 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.

11A. 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 - Wage Rates, 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.

12. Wages

12.1 The wage rates as set out in Table 1—Wage Rates, Monetary Rates, are minimum wage rates per week.

12.2 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, 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.

12.3 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.

In addition the Annual Holidays Act 1944 provides that casual employees are entitled to receive an additional amount equal to 1/12 of their ordinary time earnings in lieu of annual leave.

12.4 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.

12.5 Fork Lift and/or Mobile Crane Drivers –

12.5.1 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.

12.5.2 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.

12.5.3 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.

12A. Future Wage Increases

12A.1 It is agreed between the parties that over the life of this agreement, there will be wage increases totalling 13% applicable to the wage rates set out in Table 1 – Wage Rates, Monetary Rates, payable in the following increments:

12A.1.1 5% commencing from the 1st pay period on or after 16 December 2005;

12A.1.2 a further 4% commencing from the 1st pay period on or after 16 December 2006;

12A.1.3 a further 4% commencing from the 1st pay period on or after 16 December 2007.

12A.2 In addition to the above increases it is agreed that the minimum wage for Newcastle Truck Driver(s) will increase to be the same as that of a Sydney Truck Driver as at 16 December 2006, immediately before applying the 4% increase due on the 1st pay period on or after the 1st anniversary date, with the intention that all Truck Driver(s) of either classifications will be paid on equal minimum wage as and from 16 December 2006.

12A.3 It is agreed that any State or Federal wage increases that occur during the life of this agreement are to be absorbed within the increases referred to at paragraph 12A.1 above.

13. Shift Workers

13.1 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.

13.2 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 15, Hours. Such ordinary working hours:

13.2.1 shall not exceed 152 in any work cycle; and

13.2.2 except as provided in subclause (iv) of the said clause 13, shall not exceed:

13.2.2.1 8 in any 1 day; or

13.2.2.2 48 in any 1 week; or

13.2.2.3 88 in any 14 consecutive days; or

13.2.2.4 128 in any 21 consecutive days.

- 13.3 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:
- 13.3.1 shall not exceed 152 in any work cycle; and
 - 13.3.2 except as provided in subclause clause 15, shall not exceed:
 - 13.3.2.1 8 in any 1 day; or
 - 13.3.2.2 40 in any 1 week; or
 - 13.3.2.3 80 in any 14 consecutive days; or
 - 13.3.2.4 120 in any 21 consecutive days.
- 13.4 Hours - General - The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:
- 13.4.1 Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any 24 hours.
 - 13.4.2 Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
 - 13.4.3 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.
 - 13.4.4 No employee shall be required to work for more than 5 consecutive hours without a meal break.
- 13.5 Rosters - Subject to paragraph 13.5.1 of this subclause, shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 13.5.1 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.
- 13.6 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.
- 13.7 Early Morning Shift Allowances –
- 13.7.1 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.
 - 13.7.2 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.

13.8 Afternoon or Night Shift Allowances –

- 13.8.1 A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his/her ordinary rate.
- 13.8.2 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.
- 13.8.3 An employee who:
 - 13.8.3.1 during a period of engagement on shift, works night shift only; or
 - 13.8.3.2 remains on night shift for a longer period than 4 consecutive weeks; or
 - 13.8.3.3 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.
- 13.9 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 13.7 and 13.8 of this clause.
- 13.10 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:
 - 13.10.1 if employed on continuous work be paid at the rate of double time; or
 - 13.10.2 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:
 - 13.10.3 by arrangement between the employees themselves;
 - 13.10.4 for the purpose of effecting customary rotation of shifts; or
 - 13.10.5 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.

- 13.11 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.
- 13.12 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:
 - 13.12.1 Sundays - at the rate of double time.
 - 13.12.2 Holidays - as prescribed by clause 26, 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 27, 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.

13.13 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:

13.13.1 commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

13.13.2 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.

13.14 Clauses 18, Overtime, 16, Meal Hours, and subclause 15.1, Hours, shall not apply to shift workers.

13.15 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:

13.15.1 for the purpose of changing shift rosters; or

13.15.2 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

13.15.3 where a shift is worked by arrangement between the employees themselves.

14. **Payment of Wages**

14.1 Wages of weekly employees shall be paid not later than Thursday of each week.

14.2 Except as otherwise provided for in this clause, no employer shall hold more than 1 day's wages in hand.

14.3 Casual hands shall be paid at the place of their employment on termination of their service.

- 14.4 Any person left waiting for more than 15 minutes shall be paid the casual rate for such waiting time.
- 14.5 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.
- 14.6 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.
- 14.7 Wherever wages are paid by electronic funds transfer under subclause (vi) hereof, the employer shall meet the following costs:
- 14.7.1 The employee's account establishment cost.
 - 14.7.2 The cost of each deposit of wages in the employee's account, including Government charges.
 - 14.7.3 The cost of a single withdrawal of each deposit of wages from an employee's account.

14A Deduction and Remittance of Union Membership Fees

- 14A.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- 14A.1.1 the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - 14A.1.2 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;
 - 14A.1.3 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
 - 14A.1.4 there shall be no requirement to make deductions for casual employees with less than three months' service (continuous or otherwise).
- 14A.2 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.
- 14A.3 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:
- 14A.3.1 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
 - 14A.3.2 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.
- 14A.4 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.

- 14A.5 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.
- 14A.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 14A.7 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.

15. **Hours**

- 15.1 The ordinary working hours, exclusive of meal times, shall average 38 per week, Monday to Friday, worked as follows:
- 15.1.1 The hours to be worked will be between the span of hours 6.30 a.m. to 5.30 p.m.
- 15.1.2 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.
- 15.2 Except as provided in subclauses 15.4 and 15.5 of this clause, the 38-hour average week may be implemented in any one of the following ways:
- 15.2.1 by employees working less than 8 ordinary hours each day; or
- 15.2.2 by employees working less than 8 ordinary hours on one or more days each week; or
- 15.2.3 by fixing one weekday on which all employees will be off during a particular work cycle; or
- 15.2.4 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.
- 15.3 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 15.2 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.
- 15.4 Subject to the provisions of subclause 15.1 of this clause and clauses 13.2 and 13.3 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.
- 15.5 Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the plant or establishment concerned.
- 15.6 Except as provided in subclause 15.7 of this clause, in cases where an employee, in accordance with sub-paragraphs 15.2.3 and 15.2.4 of subclause 15.2 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.

- 15.7 (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 sub-paragraphs 15.2.3 or 15.2.4 of subclause 15.2 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 sub-paragraphs 15.2.3 and 15.2.4 of subclause 15.2 of this clause. The accrued days are to be taken at a time mutually agreed between the employer and the employee.

16. Meal Hours

- 16.1 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.
- 16.2 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.
- 16.3 Subject to subclause 16.1 of this clause, an employer may require an employee to work during his/her recognised meal break as part of his/her ordinary time.

17. 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.

18. Overtime

- 18.1 All work done before the starting time and/or after the finishing time fixed in accordance with clause 15, 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.
- 18.2 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.
- 18.3 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.

19. 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.

20. 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 9 of Table 2 - Other Rates and Allowances, 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 10 of Table 2.

21. Special Rates

- 21.1 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 11 of Table 2 - Other Rates and Allowances, 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.

- 21.2 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 12 of Table 2; in places where the temperature exceeds 54.4 degrees Celsius - the amount as set out in Item 13 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.

- 21.3 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 14 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.

22. **Obnoxious Materials**

- 22.1 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 15 of Table 2 - Other Rates and Allowances, Monetary Rates, regarding the following paragraphs 22.1.1 and 22.2.2:
- 22.1.1 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).
- 22.1.2 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).
- 22.2 Employees engaged in the handling of hydrogen fluoride shall be paid at the rate of double time whilst so engaged.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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 22.5 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.

23. **Fares and Travelling Time**

- 23.1 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.
- 23.2 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.
- 23.3 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 16 of Table 2 - Other Rates and Allowances, Monetary Rates.
- 23.4 Should a truck driver be unable to reach their homes at night all reasonable expenses in the form of approved accommodation and meals will be met by the employer.

24. 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 17 of Table 2 – other Rates and Allowances, Monetary Rates.

25. 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 12.5, Fork Lift and/or Mobile Crane Drivers, of clause 12, 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.

26. Holidays

26.1 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.

26.2 In addition to the holidays specified in subclause 26.1 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.

26.3 In the case of an employee whose ordinary hours of work are arranged in accordance with subclause 15.4 or paragraphs 15.2.3 or 15.2.4 of subclause 15.2, Hours, the weekday to be taken off shall not coincide with any holiday fixed in accordance with subclauses 26.1 and 26.2 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 15.6 of the said clause 15, 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.

26.4 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.

26.5 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.

27. Holiday and Sunday Rates of Pay

27.1 All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.

27.2 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.

27.3 For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one-half.

27.4 The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

28. **Sick Leave**

28.1 (a) An employee working under this agreement 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.

29. Personal/Carer's Leave

29.1 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 28, 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.

29.2 Unpaid Leave for Family Purpose

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 29.1(c) (ii).

29.3 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 ten 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 agreement.
- (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.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date which it falls due.

29.4 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.

29.5 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.

29.6 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.

30. Parental Leave

30.1 Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

30.2 An employer must not fail to re-engage a regular casual employee because:

- (a) the employee or employee's spouse is pregnant, or
- (b) the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30.3 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 30.3(a)(ii) and 30.3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 30.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

30.4 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave;
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with sub-paragraph (a) above.

31. Annual Leave

In accordance with the *Annual Holidays Act 1944*.

32. Annual Leave Loading

32.1 This clause applies only in relation to annual holidays to which employees become or have become entitled after 31 December 1973.

32.2 In this clause, the Annual Holidays Act 1944 is referred to as "the Act".

32.3 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 employer 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.)

32.4 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.

32.5 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 agreement (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.)

32.6 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, 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, 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 agreement.

32.7 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 32.6 of this clause, applying the 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.

32.8 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.

32.9 (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 32.6 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.

32.10 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.

33. Long Service Leave

33.1 Long Service Leave accrual prior to the commencement of this agreement is to be in accordance with the *Long Service Leave Act 1955*.

33.2 Long Service Leave accrual after the commencement of this agreement is to be in accordance with the *Long Service Leave Act 1955*, except that by agreement the following amendments apply to clause 4(2) of the Long Service Leave Act 1955:

- (a) amend clause 4(2)(a)(i)(A) to delete the words "2 months" and instead substitute the words "9 weeks";
- (b) amend clause 4(2)(a)(i)(B) to delete the words "1 months" and instead substitute the words "4.5 weeks";
- (c) amend clause 4(2)(a)(i)(C) to delete the words "2 months" and instead substitute the words "9 weeks";
- (d) amend clause 4(2)(ii) to delete the words "3 months" and instead substitute the words "13.5 weeks";
- (e) amend clause 4(2)(iii) to delete the words "2 months" and instead substitute the words "9 weeks".

34. Bereavement Leave

- 34.1 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 34.3 below.
- 34.2 The employee shall provide proof of death to the satisfaction of the employer, if required by the employer.
- 34.3 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 29.1(c)(ii) of Clause 29 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 34.4 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.
- 34.5 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 34.3 above, if the employee goes overseas to attend the funeral.
- 34.6 Bereavement leave may be taken in conjunction with other leave available under subclauses 29.1(a), 29.2, 29.3, 29.4, 29.5 and 29.6, 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.
- 34.7 Bereavement entitlement for casual employees:
- (a) subject to the evidentiary and notice requirements in sub-clause 34.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 29.1(c)(ii). The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

35. 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 ordinary 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.

36. 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 ordinary 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.

37. **Trade Union Training Leave**

37.1 One Delegate per site may apply for up to five (5) extra days paid leave per annum in order to attend bona-fide trade union training courses subject to this clause.

37.2 A request for leave must be in writing provide two (2) weeks notice, state the date and duration of the training and the content of the training.

37.3 Agreement to attend such training will not be unreasonably withheld but will be subject to the operation requirements of the business.

38. **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.

39. **General Conditions**

39.1 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.

39.2 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.

40. **Uniform**

Uniform will be provided to the employees and paid for by the employer in the form of work shirts and boots. It has been expressly acknowledged by the parties that uniform is not to include work pants or shorts.

41. **Redundancy**

41.1 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.

41.2 Introduction of Change:

(a) Employer's Duty to 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 this agreement 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.

41.3 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 41.2 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.

41.4 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 41.2(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 41.2(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 upon 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 subclause 41.2(a) 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.

41.5 Severance Pay:

- (a) Where an employee is to be terminated pursuant to subclause 41.4 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	Under 45 Years of Age 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, any additional payments, shift penalties and allowances.
- (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 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.

42. Superannuation

42.1 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 employee'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 additional payment.

"Additional payments" means the amount (whether it be termed "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 industrial agreement.

42.2 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 the amount prescribed under the relevant federal legislation 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 so join, 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.

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.

43. **No Extra Claims**

It is term of this agreement between the parties bound by clause 3.1.1 of this agreement that for the period of this agreement the parties will not pursue any extra claims, award or over award, except as provided in the Leave Reserved Clause.

44. **Leave Reserved**

Leave is reserved to the parties with respect to the following matters:

- (a) interpretation of the final paragraph of Clause 11A – Junior Employees of this agreement.

45. **Anti-Discrimination**

45.1 It is the intention of the parties bound by this agreement 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.

45.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement, 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

45.3 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.

45.4 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 agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

45.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the 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”.

SIGNATORIES TO AGREEMENT

.....
Signed for and on behalf of
Ullrich Aluminium Pty Limited

.....
Date

.....
Signed for and on behalf of
National Union of Workers

.....
Date

.....
Signature of Worker
(Employee Representative Newcastle)

.....
Date

.....
Name of Worker

.....
Signature of Worker
(Employee Representative Sydney)

.....
Date

.....
Name of Worker

MONETARY RATES
Table 1 - Minimum Wage Rates

Classification	Minimum Wage Rates as at 6 October 2005 \$
Storeman & Packer Level 1	523.70
Storeman & Packer Level 2	538.70
Storeman & Packer Level 3	544.50
Storeman & Packer Level 4	563.30
Storeman & Packer Level 5	578.20
Truck Driver – Newcastle	566.00
Truck Driver – Sydney	577.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	12.2	In charge – 1 – 5	16.55 per week
2		6 – 10	24.90 per week
3		11 – 15	34.05 per week
4		over 15	42.75 per week
5	12.4	Single employee	13.19 per week
6	12.5.1	Operates fork lift	0.65 per hour
7	12.5.2	Operates mobile crane	0.80 per hour
8		Not to exceed	0.80 per hour
9	18	Overtime – more than 1 hour	9.95 per meal
10		Notified and not called upon	9.95 per meal
11	21.1	Dirty work	0.42 per hour extra
12	21.2	Hot places –	
13		Between 46 and 54.4o Celsius	0.42 per hour extra
		Exceeds 54.4o Celsius	0.57 per hour extra
14	21.3	Wet places	0.42 per hour extra
15	22.1.1	Obnoxious materials	0.78 per hour extra
	22.1.2	Other obnoxious materials	0.66 per hour extra
16	23.3	Use of own vehicle	0.63 per km
17	24	First aid	2.00 per day