

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/174

TITLE: Holt LLOYd Australasia Pty Ltd Enterprise Agreement

I.R.C. NO: 97/4947

DATE APPROVED/COMMENCEMENT: 18 September 1997

TERM: 12 months

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees connected with the manufacture, packaging & processing of automotive products for retail sale

PARTIES: Holt Lloyd Australasia Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, National Union of Workers, New South Wales Branch



# **HOLT LLOYD AUSTRALASIA PTY LTD**

**ACN 000 498 153**

## **ENTERPRISE AGREEMENT**

This Agreement has been developed through a voluntary process of consultation and participation between Holt Lloyd Australasia Pty Ltd and the Australian Liquor, Hospitality and Miscellaneous Union, Miscellaneous Workers Division, New South Wales Branch and the National Union of Workers, New South Wales Branch representing employees directly connected with the manufacture, packaging and distribution of automotive products for retail sale and reflects the ongoing commitment of all parties to the delivery of quality services and the creation of a rewarding and fulfilling working environment.

EX2



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## PART 1: PURPOSE

### 1.1 PARTIES TO THE AGREEMENT

An enterprise Agreement made in pursuance of the New South Wales Industrial Relations Act 1996 in accordance with Section 29 of the said Act entered into on ..... between Holt Lloyd Australasia Pty Ltd ( the Company) located at 15 Hudson Avenue Castle Hill of the one part and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division New South Wales Branch and the National Union of Workers, New South Wales Branch on the other part representing the employees engaged on duties directly connected with the manufacture, packaging and processing of automotive products for retail sale.

It is agreed by the parties as follows:

### 1.2 TITLE OF AGREEMENT

- (a) This Agreement shall be known as the Holt Lloyd Australasia Pty Ltd Enterprise Agreement.
- (b) This Agreement shall only apply to the employees so nominated.
- (c) This Agreement was not entered into under duress by any party to the Agreement.
- (d) This Agreement contains all employment provisions applicable to the said employees therefore the provisions of the former Industrial Agreement Number 8463, will not apply from date of registration of this Agreement.



### 13 AIM OF AGREEMENT

It is the objective of the parties to this Agreement to implement workplace practices so as to provide more flexible working arrangements which will improve efficiency and productivity, enhance job skills and job satisfaction and assist positively in ensuring the Company becomes a more efficient enterprise.



The parties agree that the objectives of this Agreement are to facilitate:

- (a) workplace productivity, and
- (b) the development of and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the objectives will not be limited to (a) and (b). It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved in increasing productivity.

## PART 2: TERMS AND CONDITIONS OF EMPLOYMENT



### 2.1 TERMS OF ENGAGEMENT

Employees other than casual employees shall be deemed to be hired by the week subject to the following conditions:

- (a) An employee shall be considered probationary for the first four weeks of employment. During this period employment may be terminated by one days notice on either side with the termination taking place at the end of a days work or by the payment or forfeiture as the case may be of one days wage in lieu of notice, however, the Company will give the employee the opportunity to respond to any accusations and improve themselves before making a decision to terminate employment.

An employee who has previously satisfactorily completed a period of four continuous weeks and is reemployed within twelve months of that period shall be paid by the week.

- (b) Employment other than probationary shall be terminated by the giving of one weeks notice by EITHER the employee or Company with the termination taking place at the end of a days work or by the payment or forfeiture as the case may be of one weeks wages in lieu thereof.

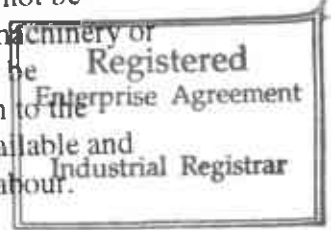
The Company will comply with the provisions of relevant Legislation where it is necessary to consider terminating an employee's employment.

This shall not affect the right of the Company to dismiss an employee without notice for serious and wilful misconduct, in which case payment shall only be made up to time of dismissal.

Should the Employee representative dispute the termination of such an employee, the employee shall be suspended for a maximum period of two weeks pending resolution of the dispute: provided that discussions continue between the parties during the period of suspension. Should the employee be reinstated the employee will be paid for the period of suspension.

- (c) An employee who is absent from duty shall not be entitled to payment in respect of such absence except when the employee is claiming leave as provided by this Agreement.

(d) The Company shall not be required to pay for any time an employee cannot be usefully employed because of any strike, or through any breakdown in machinery or any stoppage of work through any cause for which the Company cannot be reasonably held responsible or upon 10 working days notice being given to the employees that due to economic circumstances adequate work is not available and subject to the non-use by the Company in the latter situation of casual labour.



- (e) A casual employee shall receive a minimum of one days wages subject to subclauses (b) and (d) of this clause.
- (f) Employees covered by this Agreement shall perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or function.
- (g) All employees working on the line(s) shall be responsible for and aim to the best of their ability for an improved standard of all finished products. This shall include, but not be limited to, employees checking for:
- (i) correct labels
  - (ii) correct printing on caps
  - (iii) the weight of the finished product
  - (iv) ball bearings in the spray cans
  - (v) valves and actuators positioned correctly
  - (vi) dirty cans
  - (vii) removing any incorrect cans, caps, labels, etc. from the line
  - (viii) any products that in their opinion do not meet quality standards.

## 2.2 ABANDONMENT OF EMPLOYMENT

An employee absent from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be deemed to have abandoned their employment provided that:

- (a) If within a period of seven days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Company that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned their employment.
- (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted or the date of the last absence in respect of which notification was given to the employer whichever is the latter.



## 2.3 REDUNDANCY

### Definitions:

(a) Redundancy shall mean and shall be deemed to exist where:

- (i) the Company has ceased, or intends to cease to carry on the business, or
- (ii) the Company has ceased, or intends to cease to carry on the business in the place at which the employees were contracted to work, or
- (iii) the requirements of the business for employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish, or
- (iv) the requirements of the business for employees to carry out work of a particular kind, in the place at which they were contracted to work, have ceased or diminished or are expected to cease or diminish.

(b) Business includes a part of the business.

(c) Ordinary rate of pay means the normal weekly payment received by the employee at the date of notification of retrenchment or when that person's services are terminated, whichever is the higher, and shall include incremental payments, service grants, disability payments, industry loading and shift allowance where applicable.

(d) Employee includes weekly or part-time employees.

### Proposed Termination On Account of Redundancy

Notwithstanding any other provisions of this Agreement when it is proposed to terminate the employment of any employee wholly or substantially on account of redundancy the Company shall:

(a) Notify employees at the earliest possible time, however, no later than as stipulated in sub-clause (b) or (e) as applicable.

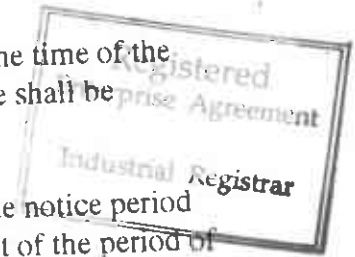
#### **(b) Notice of termination**

The Company will provide notice of termination due to redundancy as follows:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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



- c) 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.
- (d) 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.
- (e) In the event of the introduction or proposed introduction by the Company of mechanisation or technological changes and the Company proposes to terminate the employment of an employee who has been employed by the Company for the preceding 12 months it shall give the employee 3 months notice of the termination of employment: provided that if such notice is not given in full, (a) the Company shall pay the employee at the ordinary rate of pay applicable under this Agreement for a period equal to the difference between 3 months and the period of the notice given, and (b) the period of notice required by this clause shall be deemed to be service with the Company for the purpose of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of those Acts; and provided further that the right of the Company summarily to dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of employment.
- (f) In consultation with the Employee representative the Company shall call for employees who are willing to volunteer for such termination and in the event that an employee volunteers then the Company shall terminate the employment of such volunteer in preference to any employee who did not volunteer, provided always that such a termination of the employment by the employee, and such volunteering shall not remove the Company's liability to pay the relevant redundancy payments, and
- (g) Permit the employee to take reasonable leave with pay during the period of such notice for the purpose of attending interviews for other employment, and
- (h) The employee shall be allowed to use Company facilities to contact prospective employers, and
- (i) During the period of notice of retrenchment, the employee shall not be dismissed for any reason prior to consultation with the Employee representative, and
- (j) Permit the employee who has been given notice to resign at any time during the period of such notice and notwithstanding such resignation the employment shall be deemed to have been terminated by the Company pursuant to this clause and such employee shall be eligible for retrenchment payments.





### **Redundancy Payments on Termination**

Notwithstanding any other provision of this Agreement, when termination of the employment of an employee occurs wholly or substantially on account of redundancy the Company shall:

- (a) Give to the employee not later than the time of termination a Certificate of Service indicating the period of the employee's employment and reason for termination, and
- (b) Pay to the employee not later than the time of termination -
  - (i) A redundancy payment of two weeks ordinary payment for each completed year of service, plus pro-rata payment for completed weeks of service after twelve months completed service
  - (ii) Long Service Leave - as per Long Service Leave Act
  - (iii) Annual Leave - a pro-rata payment based on 3.08 hours pay at the ordinary rate of pay for each five ordinary working days worked
  - (iv) Annual Leave Loading - to be paid on a pro-rata basis, the payment to be calculated to a completed period of five ordinary working days worked.
- (c) All employees made redundant to have first consideration for any vacancies which may arise in the next twelve months at the Company. Subject to only one offer of employment being made by the Company and refusal by the employee of the offer, alleviates the Company of its obligation, unless the former employee has mitigating circumstances.
- (d) If an employee dies while under notice of retrenchment the employee's entitlements are to be paid into that employee's estate.

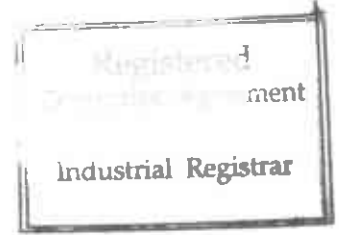
### **2.4 PART-TIME EMPLOYMENT**

Part-time employees may be employed subject to the following:

- (a) A part-time employee, for all ordinary hours worked, shall be paid a loading of ten percent in addition to the appropriate ordinary hourly rate for the class of work performed.
- (b) Part-time employees shall be paid a minimum of twenty ordinary hours each week.
- (c) Part-time employees shall receive all entitlement under this Agreement as for full-time employees, however, on a pro-rata basis.

## 2.5 CASUAL EMPLOYMENT

Casual employees may be employed under this Agreement and shall be paid a loading of twenty percent in addition to the appropriate ordinary hourly rate for the class of work performed, plus one twelfth in lieu of annual holidays.



## PART 3: DEFINITIONS, WAGES AND ALLOWANCES

### 3.1 DEFINITIONS

- (i) The classifications of employees shall be as follows:

	<u>Level</u>
Warehouseperson	1
Fillers and Packers	1
Cap Machine Operators	1
Paint Blender	2
Line Minder	3
Chemical Mixer	4



### 3.2 WAGES

- (i) The **minimum rates of pay** for any classification as set out in clause 3.1 Definitions shall, subject to the other provisions of this Agreement, be the weekly rate hereinafter appearing opposite the classification:

<u>Classification - Adult</u>	<u>Rate per Week</u>
Probation	\$ 425.00
1	\$ 460.00
2	\$ 481.00
3	\$ 514.00
4	\$ 525.00

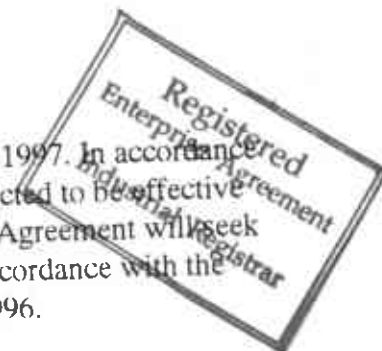
(ii) **Junior Employees**

Junior employees under 18 years of age shall be properly supervised at all times. A junior employee shall be paid at the following percentage of the ordinary rate prescribed by this Agreement for the appropriate adult classification

At 16 years of age - 70%  
At 17 years of age - 85%  
At 18 years of age - 100%

- (iii) An employee appointed as a leading hand, by reason of being in charge of other employees, shall be paid an additional sum of \$19.45 week, including a day taken as a Rostered Day Off.

- (iv) The aforementioned rates of pay are applicable from 2 January 1997. In accordance with the practice of the Company, salary reviews will be conducted to be effective in January 1998. Where such rates are varied the parties to the Agreement will seek either a variation to this Agreement or a new Agreement in accordance with the provisions of the New South Wales Industrial Relations Act 1996.



### 3.3 CHRISTMAS BONUS

The Company will make a one off payment at Christmas time each year to employees who are in employment at that time based upon employees weekly wage. Provided that such employee has a minimum six months continuous service. An employee having between six months and a year's service will receive a pro-rata payment.

### 3.4 PAYMENT OF WAGES

- (i) All wages and overtime shall be paid not later than Thursday in each week.
- (ii) The pay period shall close not more than two working days prior to the recognised pay day.
- (iii) Payment is to be made by Electronic Funds Transfer to a Financial Institution nominated by the employee.

### 3.5 MIXED FUNCTIONS

- (i) An employee required to carry out work carrying a higher rate of pay than the employee's ordinary classification for more than two hours shall be paid at the higher rate for the whole of the day.
- (ii) Subject to subclause (i) of this clause, an employee who is required on any one day to do the work of a higher paid classification for at least one hour shall be paid the rate prescribed for such work whilst so engaged.

### 3.6 MEAL HOURS - MEAL MONEY

- (i) Employees, other than shift workers, shall be allowed a meal break of not less than thirty minutes nor more than one hour, Monday to Friday, inclusive.
- (ii) An employee required to work during a meal break as defined in subclause (i) shall be paid at overtime rates for all time worked until such meal break is granted, unless the delay has been scheduled.



- (iii) No employee shall work longer than five hours without a meal break.
- (iv) Employees shall be supplied at meal times with boiling water or facilities for boiling water.
- (v) **OVER TIME - MEAL MONEY**
  - (a) An employee required to work over time for more than two hours, after the employee's ordinary ceasing time without being notified before leaving work on the previous day of the requirement to work overtime shall be provided either with a suitable meal (free of cost) or paid the sum of \$7.77 in lieu of such meal and if required to work a further four hours be supplied with a second meal by the Company or paid a further sum of \$7.77 for the second meal.
  - (b) If an employee pursuant of such notice, has provided a meal/s and is not required to work overtime or is required to work less than the amount so that the meal/s are surplus, the employee shall be paid in accordance with paragraph (a) of this subclause



### 3.7 OVERTIME

- (i) Notwithstanding anything elsewhere contained in this Agreement, all overtime on any day other than Sunday or a public holiday shall be paid for at the rate of one and a half times the appropriate rate for the first two hours and two times the appropriate rate thereafter.
- (ii) Employees shall be paid at the rate of double time for work done on Sundays and double time and a half for work done on public holidays.
- (iii) In calculating overtime, each day shall stand alone.
- (iv) An employee shall work reasonable overtime (up to two hours per day) as requested by the Company, or as offered, provided the employee is available to work such overtime.
- (v) An employee required to work overtime on a Saturday, Sunday or public holiday, shall be afforded at least four hours work or paid for four hours at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.
- (vi) An employee recalled to work after leaving Company premises shall be paid a minimum of four hours at the appropriate rate.
- (vii) An employee working overtime and finishing work when the usual means of transport are unavailable shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport.
- (viii) Where overtime is necessary it shall, wherever reasonably practical, 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 overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work the next day such that the employee has not had at least ten consecutive hours off duty between these times, shall subject to this subclause be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ix) Where the Company alters a planned overtime arrangement a minimum payment of two hours pay shall be given to all affected employees.
- (x) Overtime shall be paid for at the end of each week.
- (xi) The hourly rate for overtime shall be calculated by dividing the appropriate weekly rate by 38.

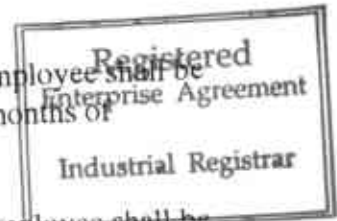


## PART 4: HOURS OF WORK

- (a) The ordinary hours of work shall be an average of thirty eight (38) hours per week (over a full roster cycle and shall not exceed eight hours per day) Monday to Friday inclusive, except for meal breaks at the discretion of the Company, between the hours of 7:00 am and 11:00 pm; provided the spread of daily hours prescribed may be altered as to all or a section of employees by mutual agreement between the Company and employees: provided further that day work shall not in any event commence before 6:00 am or finish after 6:00 pm.
- (b) The ordinary hours of work shall be continuous except for an unpaid meal break.
- (c) Provided further that work done outside the spread of hours nominated in this clause for which overtime rates are otherwise payable shall be deemed to be part of the ordinary hours of work where for reasons other than for proven illness or by leave of the Company the ordinary hours worked within the prescribed set of hours in any week are less than an average of thirty eight (38) over the four week cycle.
- (d) The ordinary working hours shall be worked as a four (4) week cycle of 8 hours each day, Monday to Friday inclusive. There shall be an entitlement to employees to take a paid leave day - a rostered day or shift off - as though worked in each 4 week cycle arising from a credit of 0.4 of an hour (i.e. 24 minutes) for each 8 hour day worked. The rostered days or shifts off shall be determined by the Company as follows:
- (i) (a) By fixing 1 work day in the fourth week of the work cycle as a rostered day (or shift) off, or
    - (b) By accumulating rostered days or shifts off to be taken off by mutual agreement between the employees and the Company.
  - (ii) Each day of paid leave taken (excluding annual leave and long service leave) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided, however, that rostered days off shall not be regarded as part of annual leave for any purposes.
  - (iii) An employee who has not worked a complete four week cycle in order to accrue a rostered day off shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination (i.e. an amount of 24 minutes for each 8 hour day worked).



(iv) Notwithstanding any other provisions of this agreement, an employee shall be entitled to no more than 12 paid rostered days in any twelve months of consecutive employment.



(v) **Notice:** Except as provided elsewhere in this agreement an employee shall be given no less than two weeks notice by the Company of the rostered day or shift an employee is rostered off duty except where an emergency situation occurs.

(vi) **Substitution:** An individual employee by agreement with the Company may substitute the day or shift rostered off duty for another day.

(vii) **Rostered Day Off Falling on a Public Holiday:** Where an employee's rostered day or shift off duty falls on a public holiday the employee and the Company shall agree to the substitution of an alternative day off. Provided, however, that where such an agreement is not reached the substituted day shall be determined by the Company.

(viii) Where an employee is required to work on a rostered day or shift off, be either paid at:

(a) time and one half for so working and receive a days pay in lieu of a rostered day off, or

(b) ordinary rates for so working and receive a rostered day or shift off in lieu.

(ix) **Sickness on Rostered Day Off:** Where an employee is sick or injured on a rostered day or shift off there shall be no entitlement to sick pay nor shall sick pay entitlement be reduced as a result of sickness or injury on that day.

(x) **Payment of Wages:** In the event that an employee by virtue of the arrangement of ordinary working hours is rostered off duty on a day which coincides with pay-day such employee shall be paid no later than the working day immediately following such pay day.

(xi) **Bereavement Leave:** An employee shall not be entitled to Bereavement Leave of this agreement in respect of any period which coincides with any other period of leave entitlement under this agreement or otherwise or in respect of rostered day or shift off duty.

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## **PART 5: SKILL DEVELOPMENT AND TRAINING**

The parties are committed to the provision of relevant training to ensure that all personnel have the opportunity to progress within the Company. This training will include but not be limited to:

- Occupational health and safety
- Teamwork
- Total quality management relevant to their particular duties

## PART 6: ENTITLEMENTS

### 6.1 HOLIDAYS

- (i) Subject to the provisions of this clause, employees other than casuals, shall be entitled to the following public holidays without loss of ordinary pay that the employee would normally receive, viz. Christmas Day, New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day and Boxing Day, and any other public holidays proclaimed for the County of Cumberland or the State.
- (ii) In addition, employees on weekly hire shall be entitled to a day agreed as a Picnic Day without loss of pay, normally to be the first Monday in August.
- (iii) Any employee who is absent without leave or reasonable excuse on the working day succeeding or preceding a holiday shall not be entitled to payment for such holiday.

### 6.2 SICK LEAVE

- (i) An employee, excluding casual employees, who is absent from work by reason of personal illness or personal injury, shall be entitled to paid leave of absence subject to the following conditions and limitations:
  - (a) The employee shall within 24 hours of the commencement of such absence inform the Company of the inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
  - (b) The employee shall prove to the satisfaction of the Company, by the production of a medical certificate or other satisfactory evidence for sickness in excess of 2 days, that the employee was unable, on account of such illness or injury, to attend for duty on the days for which sick leave is claimed.

Provided that the Company shall agree to accept from the employee, in respect to the single days absences, a Statutory Declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this paragraph limits the Company's rights under paragraph (b) of this subclause; provided further in the event of an employee producing a Statutory Declaration and the Company does not accept the facts stated therein, the onus of proving that the said facts are falsely stated shall lie with the Company.



Provided further that where such single day absence occurs before or after a public holiday or a rostered day off a medical certificate shall be supplied.

- (c) An employee shall be entitled to sick leave of 10 days in the first year and subsequent years of employment. This leave shall be paid at ordinary working time rate.
- (d) During the first year of employment, the employee shall be entitled to one days leave at the end of each month's service subject to subclause (c) herein. Provided further that on application by the employee during the eleventh month of employment and subject to availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first 10 months and in respect of which payment was not made.
- (ii) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (i) of this clause which has not been allowed by the Company to an employee as paid sick leave may be claimed, subject to the conditions prescribed by this clause by an employee in a subsequent year of continued employment. Any rights which accumulate pursuant to this subclause shall be available to the employee so long as the employment continues.
- (iii) Accumulated Sick leave shall be paid out on the termination of employment of the employee; provided that accumulated sick leave under this subclause shall be paid out by the Company on an annual basis where the employee concerned has received in excess of a bank of 10 sick days which shall be maintained and claimable pursuant to subclauses (i) and (ii) herein.
- (iv) Service before the date of coming into force of this agreement shall be counted as service for the purposes of qualifying thereunder.
- (v) "Year" in this clause means the year of anniversary of service of the employee.

### 6.3 FAMILY LEAVE

#### 1. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), 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 6.2, 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.

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(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 family 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 the Agreement

(i) The employee being responsible for the care of the person concerned; and Industrial Registrar

(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, 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

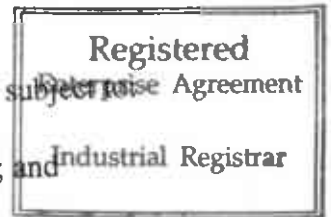
(e) A relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

(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 company notice prior to the absence of the intention to take leave, the name of a 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 company by telephone of such absence at the first opportunity on the day of absence.



## 2. Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 1 who is ill.



## 3. Annual Leave

- (a) An employee may elect with the consent of the company, subject to the Annual Holidays Act 1994, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and the company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

## 4. Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the company, to take time off in lieu of payment for overtime at a time or times agreed with the company within twelve 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 twelve 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 agreement.

## 5. Make Up Time

- (a) An employee may elect with the consent of the company, 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 agreement, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the company 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.

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#### 6. Rostered Days Off

- (a) An employee may elect, with the consent of the company, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the company, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the company, 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 company and employee, or subject to reasonable notice by the employee or the employer.

#### 6.4 ANNUAL LEAVE

See Annual Holidays Act 1944.

#### 6.5 ANNUAL LEAVE LOADING

- (a) In this clause the Annual Holidays Act 1944 is referred to as "The Act";
- (b) Before an employee is given and takes an annual holiday or whereby agreement between the Company and employee the annual holiday is given and taken in more than one separate period, then before each such separate period the Company shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes annual holiday wholly or partly in advance.)
- (c) The loading is payable in addition to the ordinary pay given and taken and due to the employee under "The Act".
- (d) The loading is the amount payable for the period or the separate period as the case may be at the rate of 20 per cent of the appropriate ordinary weekly time rate of pay at the time the employee commences such leave.

(e) 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 the employee would have become entitled under "The Act" to annual holiday, the loading is then payable in respect of the period of such holiday and is to be calculated on the basis of the ordinary rate of pay payable at the time of taking the leave.

(f) Where in accordance with "The Act" the Company temporarily closes down for the purpose of giving an annual holiday or leave without pay to employees concerned -

(1) An employee who is entitled under "The Act" to annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (d) of this clause.

(2) 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 under "The Act" such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to annual holiday.

(g) (1) When the employment of an employee is terminated by the Company, other than for misconduct, and at the time of termination the employee has completed twelve months continuous service and has not been given and has not taken the whole of an annual entitlement the employee shall be paid a loading calculated in accordance with subclause (d) for the period not taken.

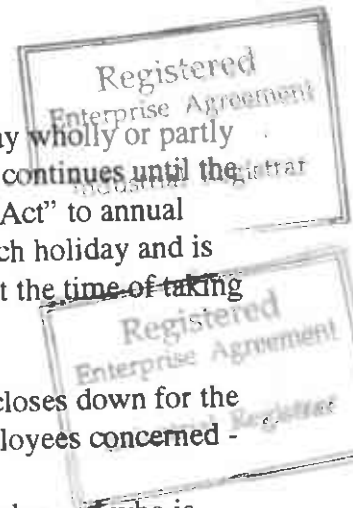
(2) Except as provided by paragraph (1) of this subclause no loading is payable on the termination of an employee's employment.

## 6.6 LONG SERVICE LEAVE

See Long Service Leave Act 1955.

## 6.7 BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of two days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, grandfather, grandmother, mother, brother, sister, child, stepchild, grandchild or parents-in-law, de facto husband, de facto wife, father-in-law or mother-in-law, foster father or mother, stepfather or mother. Provided further an employee on weekly hiring shall be entitled to a maximum two days leave without loss of pay on each occasion and on production of satisfactory evidence on the death outside of Australia of an employee's husband, wife, father or mother, where such employee travels outside Australia to attend the funeral.





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## 6.8 MATERNITY, PATERNITY AND ADOPTION LEAVE

An employee requiring time off for maternity, paternity or adoption leave will be entitled to leave in accordance with the New South Wales Industrial Relations Act 1996.

## 6.9 JURY SERVICE

An employee on weekly hiring required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage that would have been received in respect of the ordinary time the employee would have worked had it not been for jury service. An employee shall notify the Company as soon as practicable of the date required to attend for jury service and shall provide the Company with proof of attendance, duration of such attendance and the amount received in respect thereof.

## 6.10 SUPERANNUATION

The Company on behalf of each weekly employee will contribute to the Holt Lloyd Staff Superannuation Fund, an approved superannuation fund, an amount required by legislation, as varied from time to time, on the weekly ordinary time earnings of each employee. (This includes where applicable, leading hand allowance, shift allowance and any over Agreement payment for ordinary hours of work).

Contributions for casual employees will only apply where such employee has worked more than 12 hours in any one calendar month and will be based on the ordinary time earnings of that employee.

Contributions shall continue during periods of paid leave, including the first 26 weeks in which the employee is entitled to payments under the Workers Compensation Act 1987.

The Company will remit all such payments in respect of such employees at the conclusion of each calendar month.

The Company shall retain for a period of six years all records relating to such payments. Such records being available for inspection by representatives of the superannuation fund.

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

### **7.1 GRIEVANCE AND DISPUTE PROCEDURE**



When an employee or employees wish to raise a grievance or dispute the following procedures must be followed in order that all grievances or disputes are resolved as close to the source as possible:

1. Employee or employees notify immediate supervisor (in writing or otherwise) as to the nature of the grievance or dispute and requests a meeting to resolve the issue.
2. Discussion held between employee/employees and Line Manager or Supervisor as applicable within one working day.

**If the matter is not resolved:**

3. Employee/employees confer with Managing Director or delegated officer within one working day.

**If the matter is not resolved:**

4. Referral to the NSW Industrial Relations Commission.

Whilst the above process is being effected normal work is to continue, unless it is a matter concerning safety, in which case normal work will be carried out, except that in question until the matter is resolved.

If any matter is not resolved at the conclusion of a particular step the Company will provide a response to the employee/s grievance or dispute, including reasons for not implementing any proposed remedy.

**AN EMPLOYEE MAY HAVE A WITNESS PRESENT IN EACH STEP SHOULD THE EMPLOYEE SO DESIRE OR BE REPRESENTED BY AN INDUSTRIAL ORGANISATION OF EMPLOYEES**

## 7.2 COUNSELLING AND DISCIPLINARY PROCEDURE

(a) This clause shall not apply where the actions and/or behaviour of an employee are such to constitute grounds for summary dismissal on the grounds of serious and wilful misconduct.

(b) In any reasonable case where the actions and/or behaviour of an employee are unacceptable to the Company the employee shall be counselled.

(c) The following counselling procedure shall apply -

(1) The employee shall be verbally counselled in the presence of a union delegate or other authorised union representative. The Company shall clearly identify the unacceptable actions and/or behaviour and advise on corrective measures.

(2) Where initial counselling has failed to correct the unacceptable actions and/or behaviour a further review will occur and will incorporate a written warning to the employee identifying the unacceptable actions and/or behaviour, the corrective measures required, review date and advising of subsequent steps which may be taken including termination of employment.

(3) Where unacceptable action continues a final warning and review date will be given. Should this action not be corrected termination of employment will occur.

(4) Where warnings have been made under the procedure prescribed herein and a subsequent review shows that the appropriate corrective measures have been taken then the warnings shall be withdrawn after the expiration of a 6 month period.

## 7.3 PROTECTIVE CLOTHING / EQUIPMENT

(i) Where necessary for the performance of their duties employees shall be provided with suitable rubber boots, waterproof clothing, clogs, goggles, masks, gloves, aprons or other suitable substitutes.

(ii) Any employee issued with protective clothing shall wear such clothing whilst engaged on work for which it was deemed necessary for protective clothing to be issued.

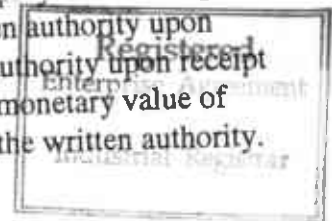
(iii) Clothing and equipment shall remain the property of the Company.

(iv) The Company shall provide clean overalls weekly for the use of its employees.



- (v) The Company shall provide safety glasses and hearing protection where the employee is required to carry out any function or work in any area where the wearing of safety glasses or hearing protection is a standard practice.

Where on termination the employee fails to return any overalls or protective clothing/equipment issued, the Company may deduct the monetary value of such overalls or protective clothing/equipment from the employee's termination pay. Such deduction shall only occur where prior authorisation has been given by the employee in writing. Where the Company so requests, an employee shall sign such written authority upon receipt of the next issue of overalls or protective clothing/equipment. The monetary value of such overalls or protective clothing/equipment shall be included in the written authority.



#### 7.4 FIRST AID KIT AND ALLOWANCE

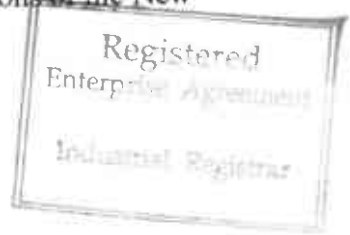
- (i) A first aid and ambulance chest, fully equipped and maintained, shall be placed in a position available to allow access at any time when work is being carried out (Section 60 of the Factories, Shops & Industries Act 1962).
- (ii) The Company shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at its establishment.
- (iii) An employee trained to render first aid and who is a current holder of appropriate first aid qualifications, such as a certificate from St Johns Ambulance or similar body, shall be paid a weekly allowance of \$8.82 if appointed by the Company to perform first aid duty.
- (iv) The Company will reimburse travelling and text book expenses actually incurred when an employee carries out first aid training at the request of the Company.

#### 7.5 AMENITIES

The requirements in relation to amenities shall conform at least to the minimum requirements set out in the guide to welfare facilities and amenities provided under the Factory & Industrial Welfare Board as constituted by the Factories, Shops & Industries Act 1962.

**PART 8: TERM**

This Agreement shall operate from the date of registration and shall remain in force for a period of 12 Months unless varied or terminated earlier under the provisions of the New South Wales Industrial Relations Act 1996.



Signed for and on behalf of  
the Company, Holt Lloyd  
Australasia Pty Ltd.



*C Goldrick*  
CHRIS GOLDRICK -  
MANAGING DIRECTOR

Witness *[Signature]*  
Date *17.9.97*

*Wayne Munn*  
*John Craig Bygott*  
*17/9/97*

Signed for and on behalf of  
the employees by the Australian  
Liquor, Hospitality Workers Union  
Miscellaneous Workers Division  
New South Wales Branch

*Chris Raper*  
CHRIS RAPER  
SECRETARY

Witness *[Signature]*  
Date *16.9.97*

Signed for and on behalf of  
the employees by the National  
Union of Workers, New South Wales  
Branch.

*Frank Belan*  
FRANK BELAN  
SECRETARY

Witness *[Signature]*  
Date *17.9.97*