

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/48

TITLE: Holt Lloyd Australasia Pty Ltd Enterprise Agreement

I.R.C. N : 2000/1980

DATE APPROVED/COMMENCEMENT: 21 June 2000/5 January 2000

TERM: _____ 12 months

NEW AGREEMENT OR

VARIATION: New. Replaces EA97/174

AGREEMENT REFERENCE: 16 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 28

CVERAGE/DESCRIPTION:

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

PARTIES: Holt Lloyd Australasia Pty Ltd -&- National Union of Workers, New South Wales Branch



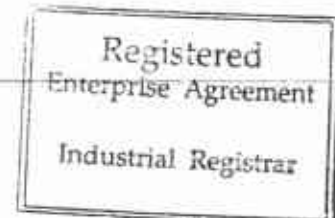


HOLT LLOYD AUSTRALASIA PTY LTD

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 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.



PART 1: PURPOSE

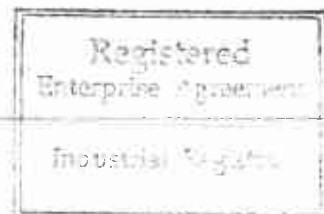
1.1 PARTIES TO THE AGREEMENT

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 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 AND APPLICATION 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.
- (e) This agreement will be read in conjunction with the Storemen and Packers, General (State) Award.



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.

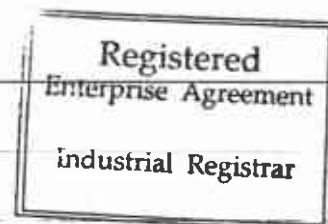
- (b) Employment other than probationary shall be terminated by the giving of one weeks notice by EITHER the employee or Company with the termination taking place at the end of a days work or by the payment or forfeiture as the case may be of one weeks wages in lieu thereof.

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.



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

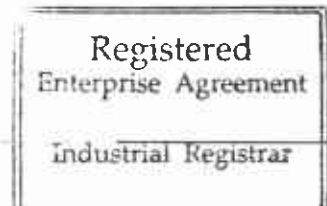
Notwithstanding any other provisions of this Agreement when it is proposed to terminate the employment of any employee wholly or substantially on account of redundancy the Company shall:

- (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:

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



Redundancy Payments on Termination

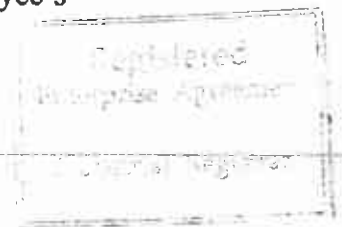
Notwithstanding any other provision of this Agreement, when termination of the employment of an employee occurs wholly or substantially on account of redundancy the Company shall:

- (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 three 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 it's 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.



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 Sprayer	2
Paint Blender	2
Forklift Driver	2
Line Minder	3
Paint Matcher	3
Chemical Mixer	4
Supervisor	5

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:

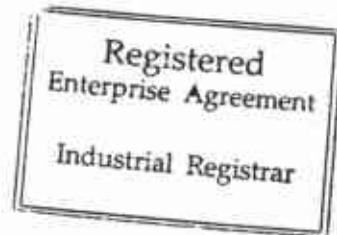
<u>Classification - Adult</u>	<u>Rate per Week</u>
Probation	\$ 475.00
1	\$ 515.00
2	\$ 545.00
3	\$ 575.00
4	\$ 585.00
5	\$ 605.00

(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%

- (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 \$8.00 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 \$8.00 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



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).

<p>Registered Enterprise Agreement Industrial Registrar</p>

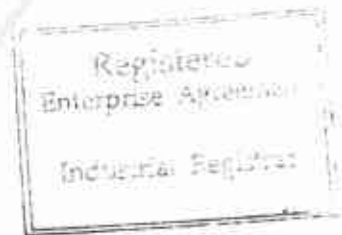
PART 5: SKILL DEVELOPMENT AND TRAINING

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



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.

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 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and 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.

(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.

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 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.

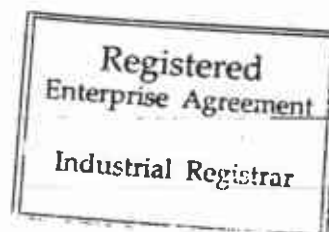
If the matter is not resolved:

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



- (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 engagement. Existing employees may be required to sign such an 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 \$9.08 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.

