

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/236

TITLE: **Lubrizol International, Inc. Enterprise Agreement 2005**

I.R.C. NO: IRC5/3457

DATE APPROVED/COMMENCEMENT: 21 July 2005 / 21 July 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/107.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Lubrizol International, Inc. engaged as Plant Operators carrying out work at 28, River Street, Silverwater and at any other locations as directed by Lurizol International, Inc. from time to time, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Lubrizol International, Inc -&- the National Union of Workers, New South Wales Branch

LUBRIZOL INTERNATIONAL, INC. ENTERPRISE AGREEMENT 2005

1. Title

This Agreement shall be known as the Lubrizol International, Inc. Enterprise Agreement 2005.

2. Application

This Enterprise Agreement is made between Lubrizol International, Inc. (referred to as "LZAust"), 28 River Street, Silverwater and the National Union of Workers, New South Wales Branch.

It shall apply to Plant Operators carrying out work at 28 River Street, Silverwater, NSW, and at any other locations as directed by LZAust from time to time.

This Agreement shall be read in conjunction with the Storeman and Packers General (State) Award ("the Award"). Where the terms of this Agreement are inconsistent with the terms of the Award, the Agreement shall prevail.

The Award at the date of approval of this Agreement shall apply.

This Agreement shall take effect from the date this Agreement is registered under the Industrial Relations Act 1996, being 21 July 2005, and shall remain in force for three years.

3. Hours of Work

- i The ordinary hours of work shall be 38 hours per week, Monday to Friday inclusive, between the hours of 6.30 a.m. and 5.30 p.m. This span of hours does not apply when employees are discharging ships.
- ii Employees shall be allowed an unpaid lunch break of 30 minutes daily, which normally commences at 12.00 p.m.
- iii Employees shall be allowed a rest period of 15 minutes during each morning's work, at a convenient time. This rest period shall be part of the ordinary hours of work.

4. Salary and Benefits

- (a) Base Salaries are as follows:

Trainee Blender	A\$44,357 per annum
Blender	A\$55,838 per annum
Operator	A\$59,833 per annum
Supervisor's Allowance	
- Relief Plant Supervisor	A\$4,000 per annum (pro rata)
- Warehouse Supervisor	A\$4,800 per annum (pro rata)

- (b) Your base salary includes provision for:

- (i) any allowances or loadings that would otherwise be payable under the Award
- (ii) overtime of up to five (5) hours per week, averaged over a three (3) month period

- (c) Salaries are to be reviewed annually in accordance with international practices of Lubrizol International, Inc.

- (d) LZAust will subsidise 75% of the employee contribution to a private medical health fund. This monthly subsidy shall not exceed 75% of the premium charged by MBF on the scales offered to LZAust. For administration purposes, LZAust may deduct 25% of the premium from an employee's monthly pay.

- (e) Superannuation -
 - (i) LZAust shall make Employer Superannuation Contribution equivalent to 12% of the base salary.
- (f) Special Licences - An employee required to hold any licence or permit to carry out their duties shall have the cost of that licence paid by LZAust. Driver's Licences which are required in the course of employment, shall be reimbursed upon renewal.
- (g) Salary Continuance - LZAust shall pay the premium for the insurance benefit of Salary Continuance, under LZAust's chosen Insurance Policy.
- (h) LZAust may pay a discretionary Bonus, after considering LZAust's, The Lubrizol Corporation's and individual's performance. If paid, this would normally be in the month of March.

5. Payment of Salary

- (a) With the Base annual salary, 1/12th is paid by EFT to a maximum of three (3) nominated accounts after all deductions, on approximately the 12th of each month.
- (b) The Shipping Allowance will be included in the monthly salary, in the pay period following the ship discharge, and calculated in accordance with the rates as shown in the clause 20 Discharging of Ships.
- (c) Casual employees may be paid weekly by cheque or EFT.

6. Duties & Classification Structure

- (i) Trainee Blender

Position entered into by all new employees for production and operations

Maximum three (3) month tenure

Must achieve minimum qualifications within the three (3) month period to then move to Blender

Minimum Qualifications

Trade - not required but consideration will be given at time of employment, depending upon the requirements of LZAust at the time

Fitness commensurate with carrying out duties

Current Driver's Licence

Duties

Drumming off/drum receipts

Ship Discharge

Housekeeping - scrub-outs/hosing out, general duties

Maintenance identification and repair of future problems

Blend Shop attendant

To be Trained In

Basic Plant operation and layout

Basic cause and effect

Container unloading

Forklift Licence

(ii) Blender

This role is the basic building block of the operational role at LZAust. There is no minimum or maximum time in this role.

Minimum qualification

Forklift Licence

Duties.

Those of Trainee Blender plus:

Container devanning

Ability to communicate by phone or face to face, with site contractors and LZAust's partners e.g. transport companies

Blend Shop responsibilities

Warehouse organisation and planning

To Be Trained In

Tanker loading

Confined Space Entry (within six months of commencement at LZAust)

Boiler Attendant

Lower Warehouse operations and truck drum loading and dispatch

Transport Regulations

(iii) Operator

This role is the senior role of the standard qualifications. The objective is to train all Plant personnel to progress to this classification, in order to achieve maximum personnel flexibility via task and duty rotation.

Minimum Qualifications

Confined Space Entry

Boiler Certificate

Tanker loading

Transport Regulations (course attendance)

Duties

Those of Blender, plus:

Site project leader

Tank entry and maintenance

Product dispatch/export

Vehicle monitor/barge monitor

As Required By LZAust, May Be Trained In:

Supervisory skills

Computer literacy (e.g. .Email, Windows, SAP, Chp)

(iv) Operator Supervisor

This role is one that may be done on a rotational basis:

- Relief Plant Supervisor

To stand in for the Plant Supervisor in his absence i.e. sick leave, annual leave, meetings, etc. or as delegated.

- Warehouse Supervisor

Supervise, co-ordinate and be responsible for the activities in the Lower Warehouse.

Duties -

Supervise, co-ordinate and be responsible for the activities in nominated area, within the production and maintenance guidelines laid down for the Plant Supervisor.

Selection Criteria -

- (i) To be considered for one of these roles at each staff rotation, the Operator must express an interest to the Plant Supervisor, or be nominated by the Plant Supervisor, for one of the two Supervisor roles.
- (ii) If existing Supervisors wish to be considered for a repeat or the alternate Supervisor role, then they must also re-express their interest to the Plant Supervisor.
- (iii) Prior to a candidate rotating into a Supervisor position, the individual's performance will be reviewed regularly during the training period, by the Plant Supervisor and management. Examples of criteria to be addressed, but not limited to:

Position Description

people skills

timeliness and attendance

accuracy

attention to detail

safe work practices

Qualifications -

Completed Supervisory Skills course

Computer literacy

7. Conditions of Employment

It is a term and condition of employment, that an employee shall:

- (i) perform all such work as LZAust shall, from time to time, reasonably require. As we are a small team, operating in a dynamic environment, employees may be given other duties from time to time. This may result in responsibilities and accountability being amended from time to time, as specified in Position Descriptions.
- (ii) use all appropriate protective clothing and equipment provided by LZAust for specific circumstances, and keep the workplace and equipment in a clean and safe condition.
- (iii) on joining LZAust, be subject to a period of probation for the first six months of employment. During the probation period LZAust will assess the employee's performance and suitability for the position including the employee's performance related to the discharging of ships. The probation period is set at six months so that LZAust can assess the employee's suitability for the position, including the employee's ability to discharge ships, which they may only be required to do 2-3 times in a six month period. Termination during the probationary period is immediate and without notice.

8. Overtime

- (a) Employees shall be available for work beyond the ordinary hours of work, either by starting earlier or finishing later, including the possibility of work on Saturday, Sunday or Public Holiday.

Reasonable notice will be given prior to work beyond the ordinary hours of work is to commence.

- (b) Except as provided in (c) or (d) overtime shall be paid for at the rate of 1.5 times for the first two (2) hours and double time thereafter.
- (c) Overtime shall not be paid in the following circumstances:
 - (i) For overtime of up to five (5) hours per week, averaged over a three (3) month period. This overtime component is provided in the base salary.
 - (ii) For all hours overtime worked in the discharging of ships. This overtime component is included in the Tonnage Allowance.
- (d) By Agreement Between LZAust and an Individual Employee, Time Off in Lieu of Overtime May be Granted, on a Time Off for Time Worked Basis.

9. Annual Leave

- (a) As per *Annual Holidays Act 1944*.
- (b) Subject to the *Annual Holidays Act 1944*, approval for the taking and timing of leave is at the Plant Supervisor's or General Manager's discretion.
- (c) Employees will receive 22.5% Annual Leave Loading, paid in the month of the employee's anniversary date.

10. Long Service Leave

- (a) As per *Long Service Leave Act 1955*.
- (b) An entitlement of three (3) months per ten (10) years of service (1.3 weeks per year) will be provided to eligible employees.

- (c) As per Annual Leave, approval for the taking and timing of leave is at the Plant Supervisor's or General Manager's discretion.

11. Sick Leave

- (a) An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the OHS Act 2000), not due to their 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 they shall not be entitled to paid leave of absence for any period in respect of which they are entitled to Workers' Compensation.
- (b) Sick leave accumulates from year to year for twelve (12) years.
- (c) Sick leave not taken in each year of service will be available to the employee for a period of twelve (12) years from the end of each such year.
- (d) Any absence from work on sick leave for two (2) or more consecutive working days (including Friday and Monday) must be supported by a medical certificate.
- (e) An employee shall, within six (6) hours of the commencement of such absence or within such time as is practicable for the employee, inform LZAust of his/her inability to attend for duty and, as far as possible, state the estimated duration of incapacity.
- (f) Except as herein provided, an employee shall be entitled in the first year of employment, to sick leave up to five (5) days, and up to ten (10) days in the second and subsequent years of employment.
- (g) 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 LZAust until the employee completes such three (3) months of employment, at which time the payment shall be made.

12. Personal Carer's Leave

Use of Sick Leave -

Sick Leave may be converted to Carer's Leave. A medical certificate may be requested for that member of the family for whom the employee is caring.

- (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 sub clause, any current or accrued sick leave entitlement, provided for in Clause 11 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 sub clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this sub clause 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 step child, 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:
 - i "relative" means a person related by blood, marriage or affinity;
 - ii "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - iii "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give LZAust 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 LZAust by telephone of such absence at the first opportunity on the day of absence.

13. Jury Service

As per Storeman and Packers General (State) Award.

14. Parental Leave

As per *Industrial Relations Act 1996*.

15. Bereavement Leave

- (a) An employee other than a Casual employee, shall be granted up to three (3) days' bereavement leave without deduction of pay in respect of the death of a person as prescribed in clause 12 (Personal/Carers Leave) subsection (c).
- (b) The employee must notify LZAust as soon as practicable of the intention to take bereavement leave and will, if required by LZAust, provide to the satisfaction of LZAust proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carers Leave in clause 12 provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) 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.
- (e) Bereavement leave may be taken in conjunction with other leave available under clause 12. In determining such a request LZAust will give consideration to the circumstances of the employee and the reasonable operation requirement of the business.

16. Public Holidays

- (a) If an employee is required to work on a Public Holiday, LZAust and the employee can agree that the employee will take a day off at a mutually convenient time in substitution for the Public Holiday.
- (b) 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.

- (c) In addition to the holidays specified, two (2) additional paid holidays (in lieu of Picnic Day), shall apply in each calendar year to an employee on weekly hire.
- (d) By agreement between LZAust and the majority of its employees, another day may be substituted for the additional holidays prescribed in LZAust's undertaking.
- (e) 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 LZAust, 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 LZAust of such an absence prior to normal starting time, wherever practicable.

17. Redundancy

i Application -

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) 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 LZAust 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.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

ii Introduction of Change

(a) Employer's duty to notify -

1. Where LZAust has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, LZAust 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 LZAust'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.
3. Provided that, where this agreement or parent award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change -

1. LZAust 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) of this subclause, 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 LZAust to make the changes referred to in the said paragraph (a).
3. For the purpose of such discussion, LZAust 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 LZAust shall not be required to disclose confidential information the disclosure of which would adversely affect LZAust.

iii Redundancy -

(a) Discussions before terminations -

1. Where LZAust has made a definite decision that LZAust no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) of this clause, and that decision may lead to the termination of employment, LZAust 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 is practicable after LZAust has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph, and shall cover 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 purpose of the discussion LZAust 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 LZAust shall not be required to disclose confidential information the disclosure of which would adversely affect LZAust.

iv. Termination of Employment -

Notice for Changes in Production, Programme, Organisation or Structure - This paragraph 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 subparagraph (1) of paragraph (a) of sub clause (ii) of this clause.

1. In order to terminate the employment of an employee LZAust 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 giving of the notice with not less than two (2) 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.
 - (a) Notice for Technological Change - This paragraph sets out the notice provision to be applied to terminations by LZAust for reasons arising from "technology" in accordance with subparagraph (1) of paragraph (a) of sub clause (ii) of this clause.

1. In order to terminate the employment of an employee LZAust shall give to the employee three (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 sub clause to be given shall be deemed to be service with LZAust for the purposes of the Long Service Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.
- (b) Time off during the notice period -
1. During the period of notice of termination given by LZAust, an employee shall be allowed up to 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 LZAust, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (c) 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 LZAust until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (d) Statement of employment - LZAust shall, upon receipt of a request form 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.
- (e) Notice to Centrelink - Where a decision has been made to terminate employees, LZAust shall notify Centrelink 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.
- (f) Department of Social Security Employment Separation Certificate - LZAust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (g) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons as set out in paragraph (a) of sub clause (ii) of this clause, 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 LZAust may at LZAust'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 rate for the number of weeks of notice still owing.

v Severance Pay -

- (a) Where the employment of an employee is to be terminated pursuant to sub clause (iv) of this clause, subject to further order of the Industrial Relations Commission, LZAust shall pay the following severance pay in respect of a continuous period of service:

Four (4) weeks' pay plus

Four (4) weeks' pay per year of service, up to a maximum of 52 weeks.

- (b) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination.
- (c) Incapacity to Pay - Subject to an application by LZAust and further order of the Industrial Relations Commission, LZAust may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this sub clause.

The Industrial Relations Commission shall have regard to such financial and other resources of LZAust as the Industrial Relations Commission thinks relevant, and the probable effect of paying such an amount will have on LZAust.

- (d) Alternative Employment - Subject to an application by LZAust and further order of the Industrial Relations Commission, LZAust may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (a) if LZAust obtains acceptable alternative employment for an employee.
- (e) Savings Clause - Nothing in this agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and LZAust bound by this agreement.

18. Notice of Termination

- (a) Notice of termination by Employer -
 - (i) In order to terminate the employment of an employee (other than Casual employees) LZAust shall give to the employee four (4) weeks' notice. If employee is over 45 years of age and has more than five (5) years' service, they will be entitled to an additional one (1) week's notice.
 - (ii) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.
- (b) Notice of termination by Employee -
 - (i) The employee shall give LZAust four (4) weeks' notice.
 - (ii) If an employee fails to give notice, LZAust shall have the right to withhold monies due to the employee, with a maximum amount equal to the ordinary time rate of pay for the period of notice.

19. Grievance Procedure

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

- (a) Procedure relating to a grievance of an employee -
 - (i) The employee shall notify LZAust (in writing or otherwise) as to the substance of the grievance, request a meeting with LZAust for bilateral discussions and state the remedy sought.
 - (ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority such as your Supervisor, LZAust's H.R. Co-ordinator, LZAust's General Manager or the Chief H.R. Officer of The Lubrizol Corporation in the U.S..
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.

- (iv) At the conclusion of the discussion, LZAust must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) Either party may make application to the Industrial Relations Commission of New South Wales for conciliation or arbitration in accordance with the Industrial Relations Act 1996.
 - (vi) While a procedure is being followed, normal work must continue.
 - (vii) LZAust may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- (b) Procedure for a dispute between an employer and the employees:
- (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority such as your Supervisor, LZAust's H.R. Co-ordinator, LZAust's General Manager or the Chief H.R. Officer of The Lubrizol Corporation in the U.S..
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) LZAust may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
 - (v) Either party may make application to the Industrial Relations Commission of New South Wales for conciliation or arbitration in accordance with the Industrial Relations Act 1996.

20. Discharging of Ships

- (a) Discharging of ships is a special activity undertaken periodically by LZAust employees and is separately remunerated, in addition to the normal wages.
- (b) Discharging of ships includes all activities associated with loading and unloading bulk chemicals from ships and barges, including MARPOL washing where applicable.
- (c) Remuneration for work on the discharging of ships is wholly provided by the Tonnage Allowance as follows:

Tonnage Allowance	
Trainee Blender	A\$0.75/mT
Blender	A\$0.80/mT
Operator	A\$0.86/mT
Ship Shift Supervisor	A\$1.01/mT

- (d) Tonnage Allowance shall be reviewed as per clause 4 (c) and may be increased by either the same percentage as the salary increase, or the CPI for the preceding twelve (12) months, whichever is the lesser.
- (e) This work must continue uninterrupted until the ship is fully discharged, whilst maintaining a fully operational facility.
- (f) Employees will be organised to discharge ships according to a deployment roster.
 - (i) Employees engaged on discharging ships must have at least a ten (10) hour break between finishing the discharge and resuming normal duties.
 - (ii) Should an employee's ten (10) hour break end within four (4) hours of the end of the ordinary hours of work, he shall not be required to report to work that day.

- (g) The time for discharging the ships is set according to the arrival of the ship. LZAust will endeavour to adjust work requirements prior to and after completion of ships, to avoid workloads which may result in excessive workload.
- (h) If an employee is required to work on a Public Holiday, LZAust and the employee can agree that the employee will take a day off at a mutually convenient time in substitution for the Public Holiday.
- (i) Ship discharge hours are not accrued for overtime calculations.
- (j) The standard shift length is twelve (12) hours. There may be occasions where, at the discretion of LZAust, it is practical to extend this to a maximum of fourteen (14) hours, to ensure that the replacement crew is not required for a very short period of time.
- (k) If an employee is on leave (Annual or Long Service) for the whole or part of a ship discharge, they will only be remunerated for that part of the ship discharge they attended.
- (l) Ship Shift Supervisor -
 - (i) As per Operator Supervisor, interest must be expressed in order to be considered or the Plant Supervisor will nominate the Shift Supervisor.
 - (ii) For each ship discharge, there are four (4) Shift Supervisor roles.
 - (iii) At the time of a ship discharge, an Operator Supervisor not working as a Ship Shift Supervisor, will receive the Operator tonnage allowance.

21. Anti-Discrimination

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