

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/272

**TITLE: Hettich Australia Warehouse Employees Enterprise Agreement 2005-2006**

**I.R.C. NO:** IRC5/3018

**DATE APPROVED/COMMENCEMENT:** 24 June 2005 / 1 January 2005

**TERM:** 12

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/6.

**GAZETTAL REFERENCE:** 21 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 26

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Hettich Australia Pty Ltd located at 1 Herbert Place, Smithfield NSW who are engaged in the classification of stores personnel ( receiving, picking, packing and despatching Hettich products for the Smithfield warehouse), who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**PARTIES:** Hettich Australia Pty Ltd -&- The Australian Workers' Union, New South Wales

# HETTICH AUSTRALIA WAREHOUSE EMPLOYEES ENTERPRISE AGREEMENT 2005 - 2006

## 1. Title

This Agreement shall be referred to as the: Hettich Australia Warehouse Employees Enterprise Agreement 2005 - 2006.

## 2. Application and Incidence of Agreement

(a) This Agreement shall apply at the establishment of Hettich Australia - 1 Herbert Place, Smithfield NSW and shall apply to all stores personnel, engaged in receiving, picking, packing and despatching Hettich products - from their Smithfield warehouse. This Agreement shall be read in conjunction with the Metal, Engineering and Associated Industries (State) Award and where the Agreement is silent the provision of the Award shall prevail.

(b) Parties to the Agreement

(i) Hettich Australia A Limited Partnership (Registered in Queensland) ABN 11 569 515 611

(ii) The Australian Worker's Union (NSW Branch)

(c) Date and Period of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after date registration and shall remain in force from 1 January 2005 to 31st December 2006. The parties shall continue to monitor the application of this Agreement to ensure the effective implementation of structural efficiency and enterprise bargaining.

(d) National Standards

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

(e) ATTACHMENT 1 - ANTI-DISCRIMINATION

(i) it is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the work place. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

(ii) It follows that fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

(iii) 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.

(iv) Nothing in this clause is to be taken to affect:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation;

(b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practise of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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#### **4. Overview/General Conditions**

- a) The enterprise trades and/or occupations involved are Hettich's activity as supplier to furniture hardware users and Hettich's employees organised under the following Enterprise Bargaining Agreement.
- b) No parties have been placed under duress to accept and/or conform to any conditions of the following Enterprise Agreement.

#### **5. Conditions & Agreement**

##### **a. PRODUCTIVITY TARGET OBJECTIVES**

Due to Hettich's aim to continue as market leader in a highly competitive business environment, it is imperative that the highest possible levels of service and delivery performance be achieved. Productivity target objectives are set annually and negotiated by the management and employees and documented separately to this agreement.

##### **b. UNIFORMS**

Hettich will cover the full cost of supplying the following Hettich-embossed items, for each permanent person:

Cleaning and care is at the cost and responsibility of each employee.

Replacements for at-work damage will be made as requested and approved, by the Warehouse Manager.

The Warehouse Manager to maintain an issue log for each employee.

Full issue to be made 30 days after an individual is hired as a permanent employee.

Issued on a fair wear and tear basis - on the production of worn issue, which is approved by the Warehouse Manager.

Items include:

- 1 pair safety cap shoes (individually sourced if required) to a value of \$100.00
- 1 Winter jacket
- 5 shirts

2 jumpers

3 singlets

3 pairs shorts or long pants (individually sourced), must be navy blue - to be reimbursed at a maximum cost of \$40.00 per pair

All parties agree that uniforms will be worn on all occasions

c. **ROSTERED DAYS OFF (RDO'S)**

The re-introduction of RDO's has been agreed based on the principle that the rostered time off has been self funded by the employees due to the fact that in a previous agreement the employees base rate was increased to compensate for not having an RDO.

**RDO Conditions**

- a. A 40 hour week worked and 2 hours each week banked towards an RDO, that is employees pay is based on a 38 hour week (or 7.6 hours per day).

For example:

Week 1 = 38 hours paid 2 hours banked - 40 hours worked  
Week 2 = 38 hours paid 2 hours banked - 40 hours worked  
Week 3 = 38 hours paid 2 hours banked - 40 hours worked  
Week 4 = 38 hours paid 1.6 hours banked - 32 hours worked

- b. RDO's can either be paid out on a six monthly basis or taken 1 day each month
- c. Employees must nominate for each 6 month period whether they intend taking monthly RDO's or if the RDO's will be paid out. Once agreed this will be fixed for 6 months.
- d. A schedule of which day per month an employee will have as an RDO will be decided a month in advance. The actual day of the week will be rotated so each person is treated fairly. If an individual wants to swap an RDO they must have agreement with another employee and then have it approved by the Warehouse Manager.
- e. Time towards RDO's is accrued as follows:
- i. Time accrued when on: paid sick leave (that is on your sick leave entitlement, not accrued when sick leave entitlement runs out) and on public holidays.
- ii. Time not accrued when on: annual leave or workers compensation.

d. **STAFF ROTATION**

In order to most effectively train and utilise all employees, it is agreed that a deliberate program of staff rotation will be implemented. All employees will be rotated, at the discretion and direction of Supervisors, through all areas of picking, packing, despatch and receiving.

e. **SUPERANNUATION**

Up until the 1st July 2005 the Company will make contributions to the Hettich Australia Superannuation Plan in accordance with the percentage contribution levels set by the SGL legislation. After the 1st July 2005 employees can elect to have their SGL paid into a complying fund of their choice.

f. **CASUAL/SUPPLEMENTARY LABOUR**

Mutual agreement is recorded on the subject of casual/supplemental labour, where only a minimum of such activity is desirable - with the stated and clear aim to handle peak workload situations with overtime activity. The Company reserves the right to engage casual employees directly under the terms of this Agreement/Award.

Agreed exceptions to this principle include, among other situations:

The deliberate screening of selected casuals, over a trial work period, with the aim of increasing permanent staff levels.

Emergency packing situations - such as bulk to ten-pack drawers.

Excessive peak workloads, where reasonable overtime cannot satisfy such peaks. For instance, receipt of multiple back ordered items, where delivery is critical to maintaining acceptable customer service levels.

Temporary placements for injured or sick employees (or multiple vacation situations).

In the main, such supplementary (casual) labour activity is agreed to be minimal.

As future emergency, peak workload situations obviously cannot be anticipated in advance, therefore exact requirements for supplementary (casual) labour activity also cannot be determined in advance.

Overtime will be offered to permanent employees in preference to supplemental/casual labour.

Supplementary labour shall receive wages and conditions no less favourable than those contained in this Agreement.

g. SAFETY COMMITTEE

The Company will ensure compliance with the NSW Occupational Health & Safety legislation and maintain a Safety Committee onsite to ensure safety issues are addressed with full consultation and involvement with employees.

h. SERVICE RECOGNITION

In acknowledgement of length of service, those employed beyond 10 years will be duly acknowledged. That acknowledgement will vary from employee to employee at the discretion of Hettich.

i. INCOME PROTECTION INSURANCE

A Sickness and Accident Income Protection Plan, endorsed by the AWU, shall cover all permanent employees to whom this Enterprise Bargaining Agreement applies. The Company agrees to pay the insurance premium for the life of this agreement providing 100% base wage protection. (Currently through Holdfast Insurance at a premium of 1.62%).

## 6. Contract of Employment

(a) Fortnightly Employment

Except as provided in subclause (c) hereof, employment shall be by the month. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the fortnight.

(b) Part-time Employment

Part time employees will receive pro-rata conditions based on hours worked as per this agreement.

(c) Casual Employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one 40th of the weekly wage prescribed herein for the work, which he or she performs, plus 25 percent.

(d) Termination of Employment

(i) Notice of Termination by Employer

1. In order to terminate the employment of an employee, the employer shall give to the employee 2 weeks notice in writing.
2. In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
3. Payment in lieu of the notice prescribed 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.
4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had his or her employment not been terminated, shall be used.
5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal. The period of notice shall not apply in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
6. For the purpose of this clause, continuity of service shall be calculated in the matter prescribed by subclause - Calculation of Continuous Service, of this Agreement.

(ii) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be one month. Such notice shall be given in writing.

If an employee fails to give notice, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

(iii) Time Off During Notice Period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

(iv) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee and the reason for termination. The employer shall, upon separate request, provide the employee with a statement as to the employee's conduct and services whilst employed.

(v) Summary Dismissal



Notwithstanding the provisions in subparagraph 6d)i)1. (Notice of Termination by Employer) hereof, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal and in such cases the wages shall be paid up to the time of dismissal only.

(vi) Unfair Dismissal

Termination of employment by an employer shall not be harsh, unjust or unreasonable. The employee shall be given adequate information about the alleged breach of discipline, time to respond and be given a fair hearing in all circumstances. He or she will have the right to union assistance in such discussions with management.

For the purposes of this clause, termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

(vii) Disputes Settlement Procedures - Unfair Dismissals

Subject to the provisions of the *Industrial Relations Act* 1996, any dispute or claim arising under the paragraph "Unfair Dismissal" above, should be dealt with in the following manner:

1. As soon as is practicable after the dispute or claim has arisen, the employee concerned will take the matter up with his or her immediate supervisor, affording him or her the opportunity to remedy the cause of the dispute or claim.
2. Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of his or her union who, if he or she considers that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer or his or her representative.
3. If the matter is not settled it shall be submitted to the Industrial Relations Commission of NSW, which shall endeavour to resolve the issue between the parties by conciliation.
4. Without prejudice to either party, work should continue in accordance with the agreement while the matters in dispute are being dealt with in accordance with this paragraph.

(e) Avoidance of Industrial Disputes

In order to avoid situations and misunderstandings and in an effort to solve problems before they become "issues", it is mutually agreed and accepted that the following principles shall apply, in regards to disputes or disagreements:

- (i) There shall be open, frank and honest discussions between initially involved parties, in the hope for earliest and most agreeable resolution to dispute/s.
- (ii) Those involved should include:  
  
Employee/s  
Immediate supervisor  
Union shop steward/delegate (if requested)
- (iii) If dispute is unresolved, then more senior management should become involved.

- (iv) If continued disputation exists, then appropriate representatives from State branch of the Union involved should be consulted. If disputation continues to exist, parties will refer the matter to the Industrial Commission of New South Wales.
  - (v) There shall be a commitment by all parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to grievance or dispute. The completion time for each stage shall be no longer than ten (10) working days.
  - (vi) Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded. Thus disputes can be avoided, allowing full productive potential from and by all concerned.
  - (vii) In the event of a dispute, relating to this agreement, the status quo will be maintained while the disputes avoidance procedure outlined above is followed, in accordance with section 130, 131 & 132 of the *Industrial Relations Act*, 1996.
- (f) Abandonment of Employment
- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned his employment.
  - (ii) Provided that if within a period of 14 days from his last attendance at work or the date of his last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of his employer that he was absent for reasonable cause, he shall be deemed to have abandoned his employment.
  - (iii) 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 day's 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 later.
- (g) Time Keeping
- (i) Latecomers  

Notwithstanding anything elsewhere contained in this agreement, an employer may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who, without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times. An employer who adopts a proportion for this purpose shall apply the same proportion for the calculation of overtime.
  - (ii) Make-Up Time
    - (i) An employee on day work may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this agreement.
    - (ii) An employee on shift work may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate, which would have been applicable to the hours taken off.
- (h) Employees' Duties

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to paragraphs i) and ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **7. Disciplinary Guidelines**

### Step 1: First counselling meeting - reprimand

A counselling meeting with the employee is arranged for the purpose of discussing the incident/problem concerning his/her work that has come to the attention of management. An opportunity is given for the employee to have another person present at the interview, if this is deemed to be appropriate for the first counselling meeting:

- i. The employee is made aware of the incident/problem concerning his/her work, and why it is unacceptable.
- ii. The manager explains what is expected in the future concerning adherence to work instructions, work standards or company policy.
- iii. The employee is asked whether he/she has any explanation or reason for the unsatisfactory work and/or conduct. Full consideration is given to the employee's response.
- iv. If the employee does not have a reasonable explanation for the problem, the employee is informed that the unsatisfactory work and/or conduct must be rectified. If it is appropriate, assistance is offered to the employee in overcoming the cause of the problem, eg, offering additional training in the work or use of equipment.
- v. A time limit is established for the correction of the problem, at the end of which the employee's performance is to be reviewed in a second counselling meeting to determine whether the required improvement has been achieved. The employee, of course, may seek assistance at any time up to the second counselling session and should be advised whom he/she may contact for clarification of issues.
- vi. The employee is to be given the warning that failure to improve may put their employment at risk.
- vii. This reprimand is put in writing, forwarded to the employee and a copy placed on the employee's file.

### Step 2: Second counselling meeting - formal warning

At this meeting, the following occurs:

- i. The manager informs the employee whether or not the required improvement has been achieved.
- ii. If not, the employee will be asked for any explanation for why improvement has not occurred.
- iii. The manager will consider the employee's explanation.
- iv. A formal warning of the seriousness and consequences of non-improvement is given, which is followed up with a written formal warning letter requiring improvement by a specified date.
- v. A formal warning shall remain in place for a period of 6 months.

### Step 3: Third counselling meeting - final warning before termination

A further meeting is arranged:

- i. The manager informs the employee whether or not the required improvement has been achieved.
- ii. If not, the employee is advised that despite previous reprimands and formal warning his/her performance in connection with the problem/issue is not meeting the standards detailed to him/her.
- iii. A final warning is given that management finds this situation unacceptable. The verbal final warning is followed up with a written final warning letter requiring improvement by a specified date, otherwise termination of employment is the likely consequence.
- iv. A formal warning shall remain in place for a period of 6 months.

## **8. Payment of Wages**

### (a) Salaries

Persons covered by the Agreement are paid fortnightly (from the 1st May 2005) -

Method of Payment

Annual salary divided by 26 = fortnightly gross payment

Overtime will be paid in arrears in the following fortnightly pay.

Pays will be based on a 38 hour week. Additional monies will be paid

based on whether the employee has elected to be paid his RDO bank

or has taken it as time off. (see section 5c - RDO Flexibility)

### (b) Absences from Duty

An employee who is paid wages in accordance with subclause a) hereof and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, bereavement leave or jury service) shall for each day he or she is absent, lose average pay for that day which equates to 7.6 hours pay.

An employee who is so absent from duty for part of a day shall lose average pay for each hour or part thereof he or she is absent at an hourly rate.

### (c) Payment During First Month of Employment

On the first pay day occurring during his/her employment, an employee shall be paid whatever wages are due to them up to the completion of their work on the previous day. Provided that this subclause shall not apply to employees who make a practice of allowing advances approximating wages due.

### (d) Details of Payments to be Given

On or prior to payday, the employer shall state to each employee in writing the amount of wages to which they are entitled, the amount of deduction made therefrom, and the net amount being paid to them.

## **9. Wage Rates**

(See attached Schedule A)

### (a) Definitions

Actual Rate of Pay is defined as the total amount an employee would normally receive for performing 38 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, and any other ancillary payments of a like nature. Provided further that this definition shall not include production bonuses and other methods of payment by results, which by virtue of their basis of calculation already produce the results intended by this clause.

(b) Leading Hands

Leading hands will be paid an allowance as per the Award. In extraordinary situations an equivalent of the leading hand allowance may, at total employer discretion, be extended to an individual employee, not necessarily or directly in charge of other workers.

## 10. Hours of Work

(a) Day Workers

The ordinary hours of work shall be an average of 40 hours per week (made up of 38 hours paid and 2 hours banked towards an RDO) to be worked on any day or all of the days of the week, Monday to Friday.

(b) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm. Currently the actual ordinary hours of work are 7.30 am through to 4.00 pm.

(c) The ordinary hours of work prescribed herein shall not exceed ten (10) hours on any day, provided that:

(i) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of an employer and the majority of employees in the plant or work section or sections concerned; and

(ii) By arrangement between an employer, an employee and union representative concerned and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve (12) on any day may be worked, subject to:

1. The employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts;
2. Proper health monitoring procedures being introduced;
3. Suitable roster arrangements being made; and
4. Proper supervision being provided

(d) Suitable Days

(i) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(ii) An individual employee, with the agreement of his employer, may substitute the day he is to take off for another day.

## 11. Shift Work

(a) Definitions

For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six (6) consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 6.00 am.

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours notice.

(b) Hours - Continuous Work Shifts

This subclause shall apply to shift workers on continuous work as herein before defined. The ordinary hours of shift workers shall average 40 hours per week inclusive of crib time and shall not exceed 160 hours in 28 consecutive days. Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 40 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the following conditions, such shift workers shall work at such times as the employer may require:

A shift shall consist of not more than ten (10) hours inclusive of crib time, provided that:

- (i) In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any shift, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- (ii) By agreement between an employer, the union representative and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve (12) on any day may be worked, subject to:

The employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts;

Proper health and monitoring procedures being introduced;

Suitable roster arrangements being made; and

Proper supervision being provided.

- (iii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iv) Twenty (20) minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

(c) Hours - Other than Continuous Work

This subclause shall apply to shift workers not on continuous work as herein before defined. The ordinary hours of work shall be an average of 40 per week to be worked on one of the following bases:

- i) 40 hours within a period not exceeding seven (7) consecutive days
- ii) 80 hours within a period not exceeding fourteen (14) consecutive days
- iii) 120 hours within a period not exceeding twenty one (21) consecutive days
- iv) 160 hours within a period not exceeding twenty eight (28) consecutive days

The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than five (5) hours without a break for a

meal. Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

Provided that:

1. The ordinary hours of work prescribed herein shall not exceed ten (10) hours on any day.
2. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any shift the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
3. By agreement between an employer, the union representative and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve (12) on any day may be worked subject to:
  - a. The employer and the employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - b. Proper health and monitoring procedures being introduced;
  - c. Suitable roster arrangements being made; and
  - d. Proper supervision being provided.

(d) Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

(e) Variation by Agreement

Subject to subclauses b) and c) hereof, the method of working shifts may in any case be varied by agreement between the employer and the majority of employees concerned. The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven (7) days' notice of alteration given by the employer to the employees.

(f) Afternoon or Night Shift Allowances

- i. A shift worker working outside defined and agreed ordinary work hours shall be paid for such shift 15 percent more than his ordinary rate.
- ii. A shift worker who works on an afternoon or night shift which does not continue:
  - a. For at least five (5) successive afternoons or nights in a five day workshop, or six (6) successive afternoons or nights in a six (6) day workshop, or

For at least the number of ordinary hours prescribed by one of the alternative arrangements in subclauses (b) or (c) hereof:

Shall be paid for each such shift 50 percent for the first three (3) hours thereof and 100 percent for the remaining hours thereof in addition to his ordinary rate. (Note: For all five (5) shifts).

- iii. An employee who:

During a period of engagement on shift, works night shift only, or

Remains on night shift for a longer period than four consecutive weeks; or

Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one third of his working time off night shift in each shift cycle:

Shall during such engagement period or cycle, be paid 30 percent more than his ordinary rate for all time worked during ordinary working hours on such night shift.

(g) Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon any other shift premiums outlined in clause 12 hereof.

## 12. Meal Breaks

(a) An employee shall not be required to work for more than five (5) hours without a break for a meal.

Provided that:

- i. In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five (5) hours, an employee shall not be required to work for more than six (6) hours without a break for a meal.
  - ii. By agreement between an employer and an employee or the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five (5) hours but not more than six (6) hours at ordinary rates of pay without a meal break.
- (b) The time of taking a scheduled meal break or rest break by one or more employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) An employer may stagger the time of taking a meal and rest break to meet operational requirements.
- (d) Subject to the provisions of subclause a), hereof, an employee employed as a regular maintenance man shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- (e) Except as provided in subclause a) and d) hereof, and except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

## 13. Overtime

(a) Payment for Working Overtime

For all work done outside ordinary hours the rates of pay shall be time and a half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause c) hereof in computing overtime each day's work shall stand alone.

For the purposes of this clause, ordinary hours shall mean the hours worked fixed in an establishment in accordance with clauses 9 or 10 of this agreement.

The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 40, even in cases when an employee works more than 40 ordinary hours in a week.



(b) Requirement to Work Reasonable Overtime

Reasonable overtime in this agreement will mean that during busy period's employees will commit to working a minimum of 4.5 hours Monday to Friday ( that is 3 mornings of 1.5 hours each). When an employees RDO falls in a week the amount of overtime will be reduced to a minimum of 3 hours. The Company is not guaranteeing overtime, but requires employees to commit to a minimum expected during busy periods to support the business.

The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

(c) Rest Period After Overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.

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

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

(d) Call Back

An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work or where the employee has been paid for standing by in accordance with subclause f) hereof shall be paid for a minimum of three (3) hours work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three (3) or four (4) hours as the case may be if the job he was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause c) of this clause when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

(e) Saturday Work

A day worker required to work overtime on a Saturday shall be afforded at least four (4) hours work or paid for four (4) hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

(f) Standing By

Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released, be paid standing-by time at ordinary rates from the time which he is so to hold himself in readiness.

(g) Crib Time

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

Provided that where a day worker is required to work overtime on a Saturday, the first prescribed crib time shall, if occurring between 10.00 am and 1.00 pm, be paid at ordinary rates.

Unless the period of overtime is less than or equal to one and a half (1½) hours, an employee before starting working ordinary hours, shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

(h) Meal Allowance

An employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid as per the Award for the first meal and each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he shall be paid as above prescribed for meals which he has provided but which are surplus.

(i) Transport of Employees

When an employee, after having worked overtime or shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

(j) Time Off In Lieu of Overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (ii) 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.
- (iii) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in this agreement, for any overtime worked under paragraph I) of this subclause, where such overtime has not been taken within four weeks of accrual.

#### **14. Holidays and Sunday Work**

(a) Prescribed Holidays

- (i) An employee on monthly hire shall be entitled to public holidays, without loss of pay, as follows:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday

Eight Hour Day or Labour Day  
Christmas Day

Boxing Day (or such other day as is generally observed in a locality as a substitute for any of the said days respectively). "Therefore making a maximum total of 10 paid public holidays per year". Picnic Day (employees are entitled to one (1) Picnic Day per year to be taken by agreement between the parties.

- (b) For the purpose of this agreement:
  - (i) Where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
  - (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
  - (iii) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day, and the said Saturday and/or Sunday shall be deemed not to be holidays.

- c) By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

- d) Payment for Work on Public Holidays

An employee not engaged on continuous work shall be paid at the rate of double time and a half for work done on public holidays. Such double time and a half to continue until he is relieved from duty.

- (e) Holidays - Absence on Working Day Before and After

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday, without reasonable excuse, or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

- (f) Payment for Work on Sundays

An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays. Such double time to continue until he is relieved from duty.

- (g) Rest Period - Holidays and Sundays

An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a Public Holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until he has had ten (10) consecutive hours off duty without deduction of pay for ordinary time of during occurring during such absence.

- (h) Minimum Payment - Holidays and Sundays

Employees required to work on Sundays or Public Holidays, shall be paid for a minimum of three (3) hours work.

- (i) Crib Time - Holidays and Sundays

An employee not engaged on continuous work working on a Sunday or Public Holiday, shall be allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of work, if the employee continues work after such crib time. Provided that where a day worker is required to work on a Sunday or Public Holiday the first prescribed crib time shall, if occurring between 10.00 am and 1.00 pm, be paid at ordinary rates.

- (j) Meal Allowance - Holidays and Sundays

An employee not engaged on continuous work, required to work on a Sunday or Public Holiday for more than four (4) hours without being notified on the previous day or earlier that he will be so required to work, shall either be supplied with a meal by the employer or paid the appropriate allowance as per the Award for the meal taken during the first crib break, and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home from meals.

An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a Sunday or Public Holiday, or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in this subclause for meals which he has provided but which are surplus.

## **15. Sick Leave**

### **(a) Entitlement to Sick Leave**

An employee on monthly hire who is absent from his work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of his inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of such absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of a dispute, of a Board of Reference) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) **First Year of Employment**

During the first year of employment an employee is entitled to sick leave equivalent to 8 days of ordinary work time. No sick leave will be paid during the first 3 months of employment. When an employee has completed 3 months of employment unclaimed sick leave will be paid subject to the employee having an accrued balance of sick leave available.

An employee will accrue during the first five (5) months of the first year of service with an employer one day of sick leave for each month of service completed.

### **(v) Second and Subsequent Years of Employment**

An employee will be entitled to sick leave equivalent to 10 days of ordinary work time.

### **(vi) Part-Day Absences**

In the case of employees whose hours of work are fixed, sick pay entitlements for part-day absences shall be calculated on a proportionate basis.

### **(vii) Alternative Methods of Payment**

Provided further that, where the employer and the majority of employees concerned agree, an alternative method of calculating sick leave entitlements to that provided for in this clause may be introduced.

### **(b) Single Day Absences**

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. However, an employer may agree to accept from the employee a Statutory Declaration, stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a certificate of a duly qualified medical practitioner as prescribed by this subclause.

Nothing in this subclause shall limit the employer's rights under paragraph iii) or subclause a) hereof.

(c) Cumulative Sick Leave

Unused sick leave will accumulate from year to year.

That is for each year of service the unused portion of sick leave will accumulate up to a maximum period of 12 years.

(d) Attendance at Hospital, etc

Notwithstanding anything contained in subclause a) hereof, an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

(e) Broken Service

If an employee is terminated by Hettich Australia and is re-employed within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

In such a case, the employee's next year of service will commence after a total of 12 months has been served with that employer, excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

(f) Definition of Year of Service

"Year of Service" for the purpose of this clause means the period between the date of commencement of employment in any year and the anniversary of the commencement of employment in the next year.

(g) Family Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

Without in any way limiting an employee's rights under this agreement, an employee who requires family leave may utilise the following provisions in this agreement:

- (i) Sick leave consistent with subclause v);
- (ii) Annual leave consistent with clause 16);
- (iii) Time off in lieu of payment for overtime consistent with clause 13j);
- (iv) Make-up time consistent with clause 6g)ii) - Make-up Time

(v) Use of Sick Leave

1. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.
2. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
3. The entitlement to use sick leave in accordance with this subclause is subject to:
  - (a) The employer being responsible for the care of the person concerned: and
  - (b) The person concerned being either:
    - \* A member of the employee's immediate family; or
    - \* A member of the employee's household
  - (c) The term "immediate family" includes:
    - \* A spouse, (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
    - \* A child or an adult (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
  - (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### **16. Annual Leave**

Annual provisions, as described in the Award and NSW *Annual Holiday Act 1944* shall apply.

#### **17. Notice Board**

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his plant or in separate buildings in each plant so that it will be reasonably accessible to all his employees working under the agreement. Accredited union representative shall be permitted to put on the notice board or boards, union notices signed or counter-signed by the representative posting them. Any notice posted on such board not so signed or counter-signed may be removed by an accredited union representative or by the employer.

#### **18. First Aid**

(a) Attendant

An employer shall endeavour to have at least one employee trained to render first aid in attendance when work is performed at an establishment.

(b) First Aid Outfit

In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places, reasonably accessible to all employees, an efficient first aid outfit. Provided that this subclause shall not apply to any employer who pursuant to any other agreement or determination or any State Act or regulations, provides an efficient first aid outfit.

(c) First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body, shall be paid as a fortnightly allowance if he is appointed by his employer to perform first aid duty. The allowance will be indexed in line with the EBA increase (see Schedule A for rate).

## **19. Staff Flexibility**

In order to gain most cost efficient results, in keeping with technical complexity of Hettich Australia's product range, this agreement allows for non-distribution employees to assist at time of stocktake. This is inclusive of ongoing internal audit activities of Hettich finance department with periodic cycle counting activities.

## **20. Miscellaneous**

(i) Lockers

An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities, which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided, unless the employer proves to the satisfaction of a Board of Reference that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Board of Reference determines.

(ii) Showers

Hettich shall provide hot and cold shower facilities.

(iii) Washing and Sanitary Conveniences

Employers shall provide proper and sufficient washing and sanitary conveniences.

## **21. Introduction of Change**

(a) Employer's Duty to Notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes in their union or unions.

(ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(b) Employer's Duty to Discuss Change

(i) The employer shall discuss with the employees affected and their union representative or union, the introduction of the changes referred to in subclause 28a) hereof, the effects the changes are

likely to have on employees, 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 their unions in relation to the changes.

- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 28 a) hereof.
- (iii) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the representative or union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## **22. Redundancy**

### (a) Discussion Before Terminations

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their union representative or union.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 29 a) i) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purpose of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and their union representative or union, 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 that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

### (b) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 29 (a) (i) hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

### (c) Severance Pay

Three (3) weeks for each year of service pro-rata, capped at 52 weeks. In cases of 6 years or less of service either 3 weeks or the State Awards provision will be paid, which ever is the greater.

### (d) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 21 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

### (e) Alternative Employment



An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(f) Time Off During Notice Period

- (i) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a Statutory Declaration will be sufficient.

(g) Transmission of Business

- (i) Where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:
  - (1) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
  - (2) The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be the service of the employee with the transferee.

In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

(h) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant 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.

(i) Employees Exempted

- (i) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

(j) Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

(k) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

### **23. Long Service Leave**

The provisions of the NSW *Long Service Leave Act 1955* shall prevail.

#### **24. Product Training**

As part of this agreement, all employees agree to participate in ongoing training and development activities.

Urgency for such training cannot be over-emphasised, as an overall part of warehouse employee's job description and needs.

#### **25. Union Fees**

The Company will facilitate the deduction of union dues from employees' wages on the provision of a signed authorisation by the employee.

Deductions will be remitted to the union on a monthly basis and adjusted, from time to time, in accordance with formal written advice from the union and subject to agreement of the warehouse employees.

#### **26. Smoking**

Employees will not be allowed to smoke during work hours except on designated breaks, being morning tea and lunch.

#### **27. Interdepartmental Staff**

Interdepartmental staff that want to work in the warehouse will be allowed to work overtime (Saturdays) in the warehouse as long as:

- i. they have had recent Hettich warehouse work experience (in the last 12 months)
- ii. they earn the same rate of pay as the other warehouse staff

#### **28. Summary Comments**

- (a) Renewal of Contract

The parties shall commence discussions three (3) months prior to the expiry of this agreement.

#### **29. No Further Claims**

Both parties agree that there will be no further claims for the life of this agreement.

#### **30. Accepted and Agreed By**

\_\_\_\_\_  
(signed) (date)

BRADFORD O'CONNOR  
MANAGING DIRECTOR OPERATIONS  
HETTICH AUSTRALIA

\_\_\_\_\_  
(signed) (date)

MR R COLLISON  
STATE SECRETARY  
AUSTRALIAN WORKERS' UNION

### **SCHEDULE A:**

#### **PAY RATES**

Warehouse Employees	Prior to Agreement Current 2004	1st January 2005	1st January 2006
Pay Rate			
Hourly Rate of Pay	\$16.4322	\$17.0895	\$17.7731
Fortnightly Pay		\$1298.80	\$1350.76
Percentage increase		4%	4%
First Aid Allowance			
Fortnightly Allowance	\$21.60	\$23.30	\$24.24