

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/217

TITLE: Sika Australia Pty Limited New South Wales Enterprise Agreement 2006

I.R.C. NO: IRC6/1860

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 17 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 16 June 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Sika Australia Pty Limited, located at 55 Elizabeth Street, Wetherill Park NSW 2164, who are engaged within the classifications specified in this agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Sika Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

SIKA AUSTRALIA PTY LIMITED NEW SOUTH WALES ENTERPRISE AGREEMENT 2006

It is agreed by the Parties as follows:

1. Agreement title

This Agreement shall be known as the “Sika Australia Pty Limited New South Wales Enterprise Agreement 2006” (“**Agreement**”).

2. Arrangement

This Agreement is arranged as follows:

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3. Parties

The parties to this Agreement are:

- 3.1 Sika Australia Pty Limited; and
- 3.2 The National Union of Workers, New South Wales Branch.

4. Definitions

- 4.1 **Act** means the *Industrial Relations Act 1996 (NSW)* (as amended from time to time);
- 4.2 **Award** means the *Storemen & Packers General (State) Award* (as varied from time to time);
- 4.3 **Commission** means the Industrial Relations Commission of New South Wales;
- 4.4 **Company** means Sika Australia Pty Limited;
- 4.5 **Employee** means an employee covered by this Agreement;
- 4.6 **Industrial Registrar** means the Industrial Registrar appointed under the Act from time to time; and
- 4.7 **Union** means the National Union of Workers, New South Wales Branch.

5. Date the Agreement starts and term

The Agreement will be operative on and from the beginning of the first pay period to commence on or after 17 March 2006. It shall operate from that date until the third anniversary of that date unless replaced, varied or terminated consistent with the provisions of the Act.

6. Application of Agreement

This Agreement applies to all persons employed by the Company in New South Wales at its Wetherill Park premises within the classifications specified in this Agreement.

7. Relationship to Award

This Agreement is to be read and interpreted together with the Award. Where any inconsistency arises between the Award and this Agreement, the terms of this Agreement shall apply to the extent of any inconsistency.

8. Terms of engagement

- 8.1 Except as to casual employees, employment shall be on a weekly basis. Employment during the first week of service shall be from day to day at the weekly rate, terminable at a day's notice on either side, provided that the Company shall indicate, in writing, to an employee at the time of engagement that he/she is being engaged as a casual worker or on a weekly basis.
- 8.2 Except as provided elsewhere in this Agreement, employment shall be terminated by 1 week's notice on either side, given at any time during the week, or by payment in lieu of notice or forfeiture, as the case may be, of an amount equal to 1 week's wages.
- 8.3 Notwithstanding any provisions of the foregoing subclauses, the Company shall have the right to dismiss an employee without notice or payment in lieu of notice for misconduct and/or refusing duty.
- 8.4 Provided that an employee whose employment is terminated by the Company on the working day immediately preceding a holiday or holidays, otherwise than from misconduct, shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first month of engagement.
- 8.5 Each employee on the termination of his/her employment shall, on request, be given a statement in writing by the Company or his/her manager, stating the position held by the employee and the length of service.

9. Part-time work

- 9.1 An employee may be engaged on a part-time basis. A part-time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full-time employee.
- 9.2 A part-time employee is entitled to a minimum start per occasion of 3 continuous hours, except where the Company and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week provided that:
- (1) a 2-hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified; or
 - (2) the place of work is within a distance of 5 kilometres of the employee's place of residence.
- 9.3 A part-time employee may work up to 36.25 hours per week without the payment of overtime.
- 9.4 A part-time employee will be paid per hour $1/36.25$ of the weekly rate of pay prescribed for a full time employee of the same classification contained in clause 10 of this Agreement.

- 9.5 Any hours worked by a part-time employee outside the ordinary hours of work as set out in clause 15 of this Agreement, or in addition to 36.25 hours per week shall be paid at overtime rates.
- 9.6 Subject to this clause, all the provisions of this Agreement shall apply to a part-time employee on a pro rata basis.

10. Classifications

- 10.1 All employees covered by this Agreement shall be classified within the following 3 level structure:

Level 1

- 10.2 **Plant Operator Level 1** means an employee who performs work to the level of their training, experience and expertise including but not limited to:

- (1) being responsible for the quality of their own work (subject to instructions and direction);
- (2) working in a team environment and/or under routine supervision;
- (3) possessing good interpersonal and communication skills;
- (4) operating Company plant and equipment;
- (5) co-coordinating work in a team environment under general supervision;
- (6) identifying, picking, replacing, weighing, recording, labeling, packing, allocating, charging, processing and manufacturing material in accordance with Company procedures from time to time;
- (7) loading and unloading transport vehicles and containers and liaising with transport companies as required;
- (8) routinely maintaining production equipment or machinery;
- (9) being licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.;
- (10) ensuring compliance with safety, health and environmental requirements, operating plant in a safe and responsible manner and maintaining housekeeping standards;
- (11) cleaning Company plant and equipment and reporting malfunctions in accordance with Company procedures; and
- (12) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

- 10.3 **Storeperson Level 1** means an employee who performs work to the level of their training, experience and expertise including but not limited to:

- (1) being responsible for the quality of their own work (subject to instructions and direction);

- (2) working in a team environment and/or under routine supervision;
- (3) possessing good interpersonal and communication skills;
- (4) storing, checking, controlling, identifying, picking, marking, assembling, packaging, inspecting, monitoring, labeling and despatching goods in accordance with Company procedures from time to time;
- (5) loading and unloading transport vehicles and containers and liaising with transport companies as required;
- (6) ensuring goods received and despatched are accompanied by correct documentation and preparing additional documentation as required for despatch;
- (7) monitoring goods and inventory and reporting any non-conformance;
- (8) assisting with Company stocktakes and other processes designed to ensure inventory record accuracy;
- (9) routinely maintaining stores equipment or machinery;
- (10) being licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.;
- (11) ensuring compliance with safety, health and environmental requirements and maintaining housekeeping standards; and
- (12) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

10.4 **Laboratory Technician** means an employee who performs work to the level of their training, experience and expertise including but not limited to:

- (1) being responsible for the quality of their own work (subject to instructions and direction);
- (2) working in a team environment and/or under routine supervision;
- (3) possessing good interpersonal skills and communication skills;
- (4) providing technical assistance as required;
- (5) participating in testing, development work and complaint analyses as required;
- (6) undertaking quality control work;
- (7) assisting in the development of new products and testing and verifying products for quality assurance;
- (8) maintaining laboratory equipment in good working order and arranging for/ conducting calibration and maintenance of laboratory equipment;
- (9) maintaining clear and accurate records in accordance with Company procedures;

- (10) keeping detailed notes to allow evaluation of results and easy following of methodology and reasoning by third parties;
- (11) being licensed and/or certified to operate all appropriate materials handling equipment required for the performance of their duties;
- (12) ensuring compliance with safety, health and environmental requirements, including operating equipment in safe, professional and responsible manner, especially with regard to chemical and physical hazards and maintaining housekeeping standards; and
- (13) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

Level 2

10.5 Experienced Plant Operator Level 2 means an employee who the Company considers performs work to a sufficient level of training, experience and expertise so as to be employed at this level. An Experienced Plant Operator Level 2 will perform work including but not limited to:

- (1) performing the duties of a Plant Operator Level 1;
- (2) operating plant and equipment and performing work requiring minimum supervision, either individually or in a team environment;
- (3) taking responsibility for assuring the quality of his/her work;
- (4) possessing sound interpersonal and communication skills;
- (5) working from complex instructions and procedures;
- (6) coordinating work in a team environment under general supervision;
- (7) undertaking inventory and stores control;
- (8) being licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.;
- (9) undertaking VDU operation using immediate keyboard skills to carry out production work;
- (10) using other electronic equipment, e.g., scanner, to carry out production work;
- (11) routinely maintaining production equipment and machinery and carrying out minor repairs and maintenance to plant and equipment within their level of competency and responsibility; and
- (12) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

10.6 Experienced Storeperson Level 2 means an employee who the Company considers performs work to a sufficient level of training, experience and expertise so as to be employed at this level. An Experienced Storeperson Level 2 will perform work including but not limited to:

- (1) performing the duties of a Storeperson Level 1;
- (2) performing work requiring minimum supervision, either individually or in a team environment;
- (3) working from complex instructions and procedures;
- (4) coordinating work in a team environment under general supervision;
- (5) taking responsibility for ensuring the quality of his/her work;
- (6) possessing sound interpersonal and communication skills;
- (7) where appropriate, being accredited by the Company as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product e.g., chemicals, solvents and explosives;
- (8) ensuring goods received and despatched are accompanied by correct documentation;
- (9) checking contents of inward goods against documentation and processing inventory transactions as required;
- (10) being licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.;
- (11) undertaking VDU operation using immediate keyboard skills to carry out production work;
- (12) using other electronic equipment, e.g., scanner, to carry out production work;
- (13) routinely maintaining stores equipment and machinery and carrying out minor repairs and maintenance to stores equipment within their level of competency and responsibility;
- (14) carrying out quarantine procedures in accordance with Company procedures; and
- (15) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

Level 3

10.7 **Production Team Leader** means an employee who performs work to the level of their training, experience and expertise including but not limited to:

- (1) performing the duties of an Experienced Plant Operator Level 2;
- (2) implementing quality control techniques and procedures;
- (3) utilising a highly developed level of interpersonal and communication skills;
- (4) assisting in the provision of on-the-job training and standards;
- (5) organising, leading and supervising work teams;

- (6) assisting in production planning;
- (7) engaging and directing contractors to carry out repairs and maintenance of plant and equipment for breakdown situations;
- (8) preparing plant for external maintenance, documenting work and filing work maintenance records;
- (9) assisting in, making recommendations for improvements to safety, health, environment, quality and productivity;
- (10) having sound knowledge, understanding of and ability to implement Company procedures; and
- (11) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

10.8 **Warehouse Team Leader** means an employee who performs work to the level of their training, experience and expertise including but not limited to:

- (1) performing the duties of an Experienced Storeperson Level 2;
- (2) implementing quality control techniques and procedures;
- (3) utilising a highly developed level of interpersonal and communication skills;
- (4) assisting in the provision of on-the-job training and standards;
- (5) organising, leading and supervising work teams;
- (6) ensuring goods are accurately picked and available for despatch on time;
- (7) ensuring stocks are rotated on a FIFO (first in first out) basis;
- (8) monitoring release of back orders and liaising closely with Logistics as required;
- (9) monitoring non-stock consumables and advising as to replenishments; and
- (10) performing other duties as required or directed from time to time to the level of their training, expertise and experience.

10.9 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between the Company and the majority of employees concerned to allow the employees to perform any work in an enterprise within the scope of their skills and competence.

10.10 Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks and participation of employees in additional training.

10.11 Despite subclause 10.10, employees shall perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.

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

- 10.13 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by this agreement.
- 10.14 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 10.15 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this Agreement, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 10.16 Employees shall not unreasonably impose any limitation or continue to enforce any limitations on personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.

11. Wages

- 11.1 Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 36.25 plus 15%, calculated to the nearest half cent, with a minimum payment on any day of 4 hours. Casual employees receive an additional 1/12th of their ordinary time earnings in lieu of annual leave in accordance with the provisions of the Annual Holidays Act 1944 (NSW).
- 11.2 Monetary rates under this Agreement:

Level	Classification	Rates (per annum)	Hourly Rate (Annual rate ÷ 52.14 ÷ 36.25 hrs per week)
Level 1	Plant Operator/ Storeperson/ Laboratory Technician	\$33,749.00	\$17.855
Level 2	Experienced Plant Operator/ Experienced Storeperson	\$37,569.00	\$19.876
Level 3	Production Team Leader/ Warehouse Team Leader	\$42,887.00	\$22.690

12. Wage increases

- 12.1 Employees covered by this Agreement will receive wage increases as follows:
- (1) **Stage 1:** from the beginning of the first pay period to commence on or after 1 January 2007, the rates of pay will be increased by 4%;
 - (2) **Stage 2:** from the beginning of the first pay period to commence on or after 1 January 2008, the rates of pay will be increased by 4%; and
 - (3) **Stage 3:** from the beginning of the first pay period to commence on or after 1 January 2009, the rates of pay will be increased by 4%.

13. Payment of Wages

- 13.1 Employees covered by this Agreement will be paid monthly, 2 weeks in advance and 2 weeks in arrears.
- 13.2 Payment of wages may be made by electronic funds transfer into the account nominated by the employee.
- 13.3 The Company shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (1) the employee has authorised the Company to make such deductions in accordance with clause 13.3;
 - (2) the Union shall advise the Company of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount;
 - (3) deduction of Union membership fees will only occur in each pay period in which payment has or is to be made to an employee, and
 - (4) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 13.4 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the Company to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation onto the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 13.5 Monies deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts, provided that:
- (1) where the Company has elected to remit on a weekly or fortnightly basis, the Company shall be entitled to retain up to 5% of the monies deducted; and
 - (2) where the Company has elected to remit on a monthly or quarterly basis, the Company shall be entitled to retain up to 2.5% of the monies deducted.
- 13.6 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 13.7 The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the Company a minimum of two months' notice of any such change.
- 13.8 An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.

13.9 Where an employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the Company in order for payroll deductions of Union membership fees to cease.

14. Shift workers

Definitions

14.1 For the purposes of this clause:

- (1) "Shift Worker" means an employee who commences or finishes, as the case may be, his or her hours of work within the times prescribed by this clause for Early Morning Shift, Afternoon Shift, Night Shift or who performs work between midnight on Friday and midnight on Saturday as prescribed by this clause, or who performs work on Sundays or Holidays as prescribed by this clause.
- (2) "Early Morning Shift" means any shift commencing at or after 4.00 am and before 6.00 am;
- (3) "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight;
- (4) "Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company;
- (5) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 pm; and
- (6) "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.

Hours — Continuous Work shifts

14.2 The ordinary working hours of Shift Workers employed on continuous work shall be an average of 36.25 per week as provided in clause 15, Hours. Such ordinary working hours:

- (1) shall not exceed 145 in any work cycle; and
- (2) except as provided in subclause 15.5, shall not exceed:
 - (a) 7.6 in any 1 day; or
 - (b) 45.6 in any 1 week; or
 - (c) 83.6 in any 14 consecutive days; or
 - (d) 121.6 in any 21 consecutive days.

Hours — Other than Continuous Work

14.3 The ordinary working hours of Shift Workers not on continuous work shall be an average of 36.25 per week as provided for in clause 15. Such ordinary working hours:

- (1) shall not exceed 145 in any work cycle; and
- (2) except as provided in subclause 15.5, shall not exceed:
 - (a) 7.6 in any 1 day; or
 - (b) 38 in any 1 week; or
 - (c) 76 in any 14 consecutive days; or
 - (d) 114 in any 21 consecutive days.

Hours — General

14.4 The ordinary working hours of Shift Workers shall be worked at such times as the Company may require, provided that:

- (1) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any 24 hours;
- (2) the ordinary working hours of any shift shall be worked continuously except for meal breaks, to be taken at such times as the Company may direct; and
- (3) no employee shall be required to work for more than 5 consecutive hours without a meal break.

Rosters

14.5 Subject to clause 14.6, shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

14.6 An employee shall not be required by the Company to work an Early Morning Shift where this would impose upon that employee any unreasonable personal hardship(s). Without limiting the generality of the concept "any unreasonable personal hardship", it shall include where an employee is unwilling to work a morning shift on account of "illness, incapacity, domestic or other pressing necessity". Provided further that the Company shall consult with the accredited representative of the Union in relation to the implementation of an Early Morning Shift.

Variations by agreement

14.7 The method of working shifts may, in any case, be varied by agreement between the Company and the accredited representative of the Union to suit the circumstances of the establishment. The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the Company and the accredited representative of the Union to suit the circumstances of the establishment or, in the absence of agreement, by 7 days' notice of alteration given by the Company to the employees.

Early Morning Shift allowances

14.8 A Shift Worker whilst on Early Morning Shift shall be paid for such shift a penalty payment of 12.5 per cent in addition to his/her ordinary rate of pay. A Shift Worker who works on Early Morning Shift which does not continue for at least 5 successive mornings in a 5-day workshop, or for at least 6 successive mornings in a 6-day workshop shall be paid for each such shift 50 per cent for the first 3 hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

Afternoon or Night Shift allowances

14.9 A Shift Worker whilst on Afternoon or Night Shift shall be paid for such shift 15 per cent more than his/her ordinary rate.

14.10 A Shift Worker who works on an Afternoon or Night Shift which does not continue for at least 5 successive afternoons or nights in a 5-day workshop or for at least 6 successive afternoons or nights in a 6-day workshop shall be paid for each such shift 50 per cent for the first 3 hours thereof and 100 per cent for the remaining hours thereof in addition to his/her ordinary rate.

14.11 An employee who:

- (1) during a period of engagement on shift, works Night Shift only;
- (2) remains on Night Shift for a longer period than 4 consecutive weeks; or
- (3) works on a Night Shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one third of his/her working time off Night Shift in each shift cycle;

shall, during such engagement period or cycle, be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such Night Shift.

Saturday shifts

14.12 The minimum rate to be paid to a Shift Worker for work performed between midnight on Friday and midnight on Saturday shall be time and one half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses 14.8, 14.9, 14.10 and 14.11.

Shift allowances

14.13 The shift allowances in this clause are not cumulative. A Shift Worker receives the highest shift allowance applicable to his or her shift in whole or in part. That allowance is the sole shift allowance payable to the employee for that shift or part of that shift as the case may be.

Overtime

14.14 Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift, shall:

- (1) if employed on continuous work be paid at the rate of double time; or

- (2) if employed on other shift work be paid at the rate of time and one half for the first 2 hours and double time thereafter, except in each case when the time is worked:
 - (a) by arrangement between the employees themselves;
 - (b) for the purpose of effecting customary rotation of shifts; or
 - (c) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Company to deduct payment for a day.

Provided that when not less than 8 hours' notice has been given to the Company by a relief employee that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered day off, the unrelieved employee shall be paid double time.

Requirements to Work Reasonable Overtime

14.15 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.

Sundays and Holidays

14.16 Shift Workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows instead of the shift allowance that would otherwise apply:

- (1) Sundays — at the rate of double time; or
- (2) Holidays — as prescribed by clause 23, Holidays, at the rate of double time. Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 24, Holiday and Sunday Rates of Pay instead of the shift allowance that would otherwise apply.

Where shifts commence between 11.00 pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

Daylight Saving

14.17 Notwithstanding anything contained elsewhere in this Agreement, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

- (1) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (2) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant legislation.

In this subclause the expressions "standard time" and "summer time" shall have the same meanings as are prescribed by the relevant legislation.

- 14.18 Clauses 18, Overtime, clause 16, Meal hours, and clause 15, Hours, shall not apply to Shift Workers.
- 14.19 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- 14.20 An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 14.21 If, on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 14.22 The provisions of this subclause shall apply in the case of Shift Workers as if 8 hours were substituted for 10 hours when overtime is worked:
- (1) for the purpose of changing shift rosters;
 - (2) where a Shift Worker does not report for duty and a Day Worker or a Shift Worker is required to replace such Shift Worker; or
 - (3) where a shift is worked by arrangement between the employees themselves.

15. Hours

- 15.1 "Day Worker" means an employee whose ordinary working hours are 36.25 per week (exclusive of meal times), to be worked Monday to Friday, inclusive, between the hours of 6.00am and 6.00pm.
- 15.2 The ordinary working hours of Day Workers, exclusive of meal times, shall average 36.25 per week, Monday to Friday, worked as follows:
- (1) the hours to be worked will be between the span of hours 6.00 am to 6.00 pm; and
 - (2) once having been fixed, the time for commencing and finishing work shall not be altered without at least 7 days' notice to the employees concerned or by mutual agreement between the Company and such employees. Where the majority of the employees and the Company so agree, the starting time may be varied to an earlier time.

- 15.3 Except as provided in subclauses 15.5 and 15.6, the 36.25 hour average week may be implemented in any one of the following ways:
- (1) by employees working less than 7.6 ordinary hours each day;
 - (2) by employees working less than 7.6 ordinary hours on 1 or more days each week;
 - (3) by fixing 1 week day on which all employees will be off during a particular work cycle; or
 - (4) by rostering the employees off on various days of the week during a particular work cycle so that each employee has 1 week day off during that cycle.
- 15.4 The method of implementation of the 36.25 hour average week shall be at the discretion of the Company, which shall nominate which method prescribed in subclause 15.3 shall apply. Provided that the Company shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect.
- 15.5 Subject to the provisions of subclause 15.2 should the Company and majority of employees agree, the ordinary working hours may exceed 36.25 on any day to enable a week day to be taken more frequently than would otherwise apply.
- 15.6 Different methods of implementation of a 36.25 hour week may apply to various groups or sections of employees.
- 15.7 Except as provided in subclause 15.8, in cases where an employee, in accordance with subclauses 15.3(3) and 15.3(4), is entitled to a day off during his/her work cycle, the Company shall be advised by the employee at least 4 weeks in advance of the day he/she is to take off.
- 15.8 The Company, with the agreement of a majority of employees, may substitute the day an employee is to take off in accordance with subclauses 15.3(3) and 15.3(4) for another day in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business in the event of rush orders or some other emergency situation.
- 15.9 An employee who is required by his/her Company to work on his/her scheduled day off in circumstances other than those in subclause 15.8 shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.
- 15.10 An individual employee, with the agreement of the Company, may substitute the day he/she is to take off for another day.
- 15.11 The Company may hold up to a maximum of 5 days accrued in accordance with subclauses 15.3(3) and 15.3(4), to be taken at a time mutually agreed between the Company and the employee.

16. Meal hours

- 16.1 A break of 45 minutes shall be allowed for meal breaks. The meal break shall be taken no later than to finish at 2.00 pm, provided that no employee shall be required

to work for more than 5 hours without a break for a meal. Such meal breaks shall not count as time worked.

- 16.2 Where overtime is necessary for more than 1 hour after the usual finishing time, a break of not less than 30 minutes or more of such finishing time. Where such overtime does not exceed 1 hour, there shall not be any break, provided that the Company and the employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.
- 16.3 Subject to subclauses 16.1 and 16.2, the Company may require an employee to work during his/her recognised meal break as part of his/her ordinary time.

17. Morning Rest Period

All employees shall be allowed 20 minutes each morning as a rest period for morning tea, such time to be counted as time worked.

18. Overtime

- 18.1 All work done before the starting time and/or after the finishing time fixed in accordance with clause 15, Hours, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter. Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four hours at the appropriate rate.
- 18.2 An employee recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.
- 18.3 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- 18.4 An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 18.5 If, on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

18.6 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.

19. Allowances

19.1 The wages payable under this Agreement as set out in clause 10.8(10) of this Agreement and the wage increases under clause 12 have been set above the Award rate in recognition that the above-Award payment substitutes for any other allowance and penalty payments otherwise applicable under the Award except to the extent provided for by this Agreement.

19.2 The allowances in clauses 20, Meal allowance, 21, Higher duties and 22, First aid allowance, will be increased by the percentages and from the dates specified in clause 12, Wage increases.

20. Meal allowance

An employee who works overtime for more than 1 hour on any day or shift after the fixed ceasing time shall be paid on such day a \$10.40 meal allowance unless notified on the previous day of the intention to work such overtime. Such payment shall be made prior to the commencement of the mealtime on the day the overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so, he/ she shall be paid the same meal allowance rate as above.

21. Higher duties

21.1 An employee employed to perform duties at the higher classification of Production Team Leader/ Warehouse Team Leader for 2 consecutive hours or more per day for which a higher rate of pay is provided herein, shall receive such higher rate of pay for the full day.

21.2 If an employee is employed for less than 2 consecutive hours on any day in such higher classification, he/she shall receive such higher rate of pay whilst so employed.

21.3 No employee shall suffer a reduction in wages if temporarily employed on work other than on which he/she is regularly employed and for which a lower rate is provided herein.

22. First aid allowance

An employee who has appropriate training and is appointed by the Company as a first-aid attendant shall be paid an additional amount per day of \$1.95.

23. Holidays

23.1 The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays.

Employees are not entitled to one additional paid holiday in lieu of the Union Picnic Day.

- 23.2 In the case of an employee whose ordinary hours of work are arranged in accordance with subclauses 15.3(3) and 15.3(4) or subclause 15.5 of this Agreement, Hours, the week day to be taken off shall not coincide with any holiday fixed in accordance with subclause 23.1 or subclause 23.2. Provided that in the event that a holiday is prescribed after an employee has been given notice of his/her week day off in accordance with subclause 15.4 of this Agreement, and the holiday falls on the week day the employee is to take off, the Company shall allow the employee to take the day off on an alternative week day.
- 23.3 An employee who works continuous work and who, by the circumstances of the arrangement of his/her ordinary hours of work is entitled to a rostered day off which falls on a public holiday described by this clause, shall, at the discretion of the Company, either be paid for that day, at ordinary rates, or have an additional day added to their annual leave. This provision shall not apply when the holiday on which he is rostered off falls on a Saturday or Sunday.
- 23.4 Where an employee is absent from his/her employment on the working day before or the working day after a public holiday, without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the Company of such an absence prior to normal starting time wherever practicable.

24. Holiday and Sunday rates of pay

- 24.1 All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- 24.2 All time worked on Sunday shall be paid for at the rate of two and one-half times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one-half.
- 24.3 For work performed on a holiday, which falls on a Saturday, payment shall be made at the rate of double time and one-half.
- 24.4 The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

25. Annual leave

See the Annual Holidays Act 1944.

26. Annual leave loading

- 26.1 In this clause, the Annual Holidays Act 1944 is referred to as "the AH Act".
- 26.2 Before an employee is given and takes an annual holiday or where, by agreement between the Company and the employee, the annual holiday is given and taken in more than one separate period, then before each such separate period the employee shall pay the employee a loading determined in accordance with this clause. (Note:

the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance)

- 26.3 The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the AH Act.
- 26.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31 December 1973 under the AH Act and this Agreement (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked) and which commences on or after 1 January 1974 or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- 26.5 The loading is the amount payable for the period or the separate period, as the case may be, at the rate per week of 17 and one-half per cent of the appropriate ordinary weekly time rate of pay for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- 26.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that if the employment of such an employee continues until the day when he/she would have become entitled under the AH Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 26.5, applying the rates of wages prescribed under this Agreement payable on that day.
- 26.7 Where, in accordance with the AH Act, the Company's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- (1) an employee who is entitled under the AH Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 26.5; or
 - (2) an employee who is not entitled under the AH Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the AH Act, such proportion of the loading that would have been payable under this clause if he/she had become entitled to an annual holiday prior to the close down as his/her qualifying period of employment in completed weeks bears to 52.
- 26.8 When the employment of an employee is terminated by the Company for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled she/he shall be paid a loading calculated in accordance with subclause 26.5 for the period not taken.
- 26.9 Except as provided by subclause 26.7(1) no loading is payable on the termination of an employee's employment.
- 26.10 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a Shift Worker if not on holiday, provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of

the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

27. Parental leave

The provisions of the Act apply.

28. Long Service leave

The provisions of the Long Service Leave Act 1955 (NSW) apply.

29. Bereavement leave

29.1 An employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days' work on each occasion of the death of a person prescribed in subclause 31.3.

29.2 The employee shall provide proof of death to the satisfaction of the Company, if required by the Company.

29.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

29.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

29.5 An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in subclause 31.3, if the employee goes overseas to attend the funeral.

29.6 Bereavement leave may be taken in conjunction with Personal/Carer's Leave. In determining such a request, the Company will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

30. Sick leave

30.1 An employee working under this Agreement who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the Workers Compensation Act 1987 (NSW), not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.

30.2 An employee shall, within 6 hours of the commencement of such absence or within such time as is practicable for the employee, inform the Company of his/her inability to attend for duty and, as far as possible, state the estimated duration of the incapacity.

- 30.3 The employee shall prove to the satisfaction of the Company (or, in the event of a dispute, the Commission) that he/she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.
- 30.4 Except as herein provided, he/she shall not be entitled, in the first year of employment, to leave in excess of 5 days, and 10 days in the second and subsequent years of employment. Sick pay entitlement for part-day absences shall be calculated on a proportionate basis by multiplying the duration of sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- 30.5 The rights under this clause shall accumulate from year to year, so that any part of the sick leave which has not been allowed in any year may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the Company in any subsequent year of employment. Any rights, which accumulate pursuant to this subclause, shall be available to the employee for a period of 12 years in addition to the current year, but no longer, from the end of the year in which they have accrued.
- 30.6 The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment, at which time the payment shall be made.
- 30.7 For the purpose of this clause, continuous service shall be deemed not to have been broken by any absence from work on leave granted by the Company. Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 30.8 Accumulated leave at the credit of the employee at the commencement of this Agreement will not be increased or reduced by this clause.
- 30.9 A doctor's certificate is not required for the first two single days of sick leave taken within the 12 months commencing from an employee's commencement date or anniversary date as the case may be. An employee's anniversary date is the date 12 months from the date the employee commenced employment with the Company.

31. Personal/Carer's leave

Use of Sick Leave

- 31.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 31.3(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 30, 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.
- 31.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 31.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
 - (a) a spouse of the employee;
 - (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;
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;
 - (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.
- (3) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

Unpaid Leave for Family Purpose

- 31.4 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in clause 31.3(2) who is ill.

Annual Leave

- 31.5 An employee may elect, with the consent of the Company, subject to the Annual Holidays Act 1944 (NSW), to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 31.6 Access to annual leave, as prescribed in subclause 31.5, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 31.7 An employee and the Company may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

Time Off in Lieu of Payment for Overtime

- 31.8 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company within 12 months of the said election.
- 31.9 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.
- 31.10 If, having elected to take time as leave in accordance with subclause 31.8, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- 31.11 Where no election is made in accordance with the said subclause 31.8, the employee shall be paid overtime rates in accordance with this Agreement.

Make-up Time

- 31.12 An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.
- 31.13 An employee on shift work may elect, with the consent of the Company, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

Rostered Days Off

- 31.14 An employee may elect, with the consent of the Company, to take a rostered day off at any time.
- 31.15 An employee may elect, with the consent of the Company, to take rostered days off in part-day amounts.
- 31.16 An employee may elect, with the consent of the Company, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and employee, or subject to reasonable notice by the employee or the Company.
- 31.17 This subclause is subject to the Company informing the Union of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union(s) to participate in negotiations.

32. Jury service

- 32.1 An employee shall be allowed leave of absence during any period when required to attend for jury service.
- 32.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's rate of pay as prescribed in this Agreement as if working. An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance

on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

33. Repatriation leave

Upon the production of evidence satisfactory to the Company, an employee who is entitled to supervision by the Department of Veteran's Affairs shall be entitled to be paid the employee's ordinary rate of pay, provided that the Company shall be obliged to make such payments on not more than 4 occasions in any year and payment is not to exceed 4 hours' pay on each occasion.

34. Redundancy

Application

- 34.1 This clause shall apply in respect of full-time and part-time Employees only.
- 34.2 This clause shall only apply to the Company if it employs 15 or more Employees immediately prior to the termination of employment of Employees.
- 34.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to Employees with less than 1 year's continuous service and the general obligation the Company 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.
- 34.4 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.

Introduction of Change

Company's Duty to Notify:

- 34.5 Where the Company 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 Company shall notify the Employees who may be affected by the proposed changes and the Union.
- 34.6 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provisions for alteration of the matters referred to herein, an alteration will be deemed not to have a significant effect.

Company's Duty to Discuss Change

- 34.7 The Company shall discuss with the Employees affected and the Union, inter alia, the introduction of the changes referred to in subclauses 34.5 and 34.6, 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.
- 34.8 The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclauses 34.5 and 34.6.
- 34.9 For the purpose of such discussion, the Company shall provide to the Employees concerned and the 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 the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

Redundancy

Discussions Before Terminations

- 34.10 Where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing done by anyone pursuant to subclauses 34.5 and 34.6, and that decision may lead to the termination of employment, the Company shall hold discussions with the Employees directly affected and with the Union.
- 34.11 The discussions shall take place as soon as practicable after the Company has made a definite decision which will invoke the provision of subclause 34.10 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the Employees concerned.
- 34.12 For the purposes of the discussion, the Company shall, as soon as practicable, provide to the Employees concerned and the Union, all relevant information about the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out. Provided the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

Termination of Employment:

Notice for changes in production, programme organisation or structure

- 34.13 This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 34.5.
- 34.14 In order to terminate the employment of an Employee the Company 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

- (1) In addition to the notice above, Employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service, shall be entitled to an additional week's notice.
- (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 thereof.

Notice for Technological Change

34.15 This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "technology" in accordance with subclause 34.5 above:

- (1) in order to terminate the employment of an Employee the Company shall give to the Employee 3 months notice of termination;
- (2) payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof; and
- (3) the period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of the Long Service Leave Act 1955 (NSW), the Annual Holidays Act 1944 (NSW), or any Act amending or replacing either of those Acts.

Time Off During the Notice Period

34.16 During the period of notice of termination given by the Company, an Employee shall be allowed up on 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.

34.17 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 Company, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

Employee Leaving During the Notice Period

34.18 If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this clause had the Employee remained with the Company until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

Statement of Employment

34.19 The Company shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

Notice to Appropriate Commonwealth Agency

34.20 Where a decision has been made to terminate Employees, the Company shall notify the appropriate government agency thereof as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

CentreLink Employment Separation Certificate

34.21 The Company 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.

Transfer to Lower Paid Duties

34.22 Where an Employee is transferred to lower paid duties for reasons set out in subclauses 34.5 and 34.6 above, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

Severance Pay

34.23 Where an Employee is to be terminated pursuant to the subclause "Termination of employment" above, subject to further order of the Commission, the Company shall pay the following severance pay in respect of a continuous period of service:

- (1) If an Employee is under 45 years of age, the Company shall pay in accordance with the following scale:

Years of continuous service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an Employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of continuous service	45 years of age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(3) "Week's Pay" means the all-purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, any applicable shift penalties and allowances provided for under this Agreement.

34.24 Incapacity to Pay — Subject to an application by the Company and further order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 34.23 above. The Commission shall have regard to such financial and other resources of the Company concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 34.23 above will have on the Company.

34.25 Alternative Employment — Subject to an application by the Company and further order of the Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in subclause 34.23 above if the Company obtains acceptable alternative employment for an Employee.

Savings clause

34.26 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 the Company.

35. Superannuation

35.1 Employees covered by this Agreement are covered by the provisions of the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee (Administration) Act 1992 (Cth) and complementary legislation. Nothing in this Agreement will reduce any benefits enjoyed by employees as at the date of making this Agreement.

35.2 Nothing in this Agreement is intended to limit any law relating to choice of superannuation fund for any employee covered by its terms. Without limiting any such law, Company superannuation contributions on behalf of an employee may be made to the Navigator Super Solutions Fund or to the Labour Union Co-operative Retirement Fund or to such fund or funds that replaces or succeeds either fund from time to time as the case may be.

36. Anti-Discrimination

- 36.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the Act to prevent and eliminate unlawful 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.
- 36.2 In fulfilling their obligations under the dispute resolution procedure outlined in 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 unlawfully discriminatory in effect. 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 unlawfully discriminatory effect.
- 36.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.
- 36.4 Nothing in this clause is to be taken to affect:
- (1) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) offering or providing junior rates of pay to persons under 21 years of age;
 - (3) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW); and
 - (4) a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 36.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

36.6 NOTES

- (1) The Company and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides "*Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.*"

37. Disputes procedure

- 37.1 The parties to this Agreement commit themselves to ensure they comply with the following principles:
- (1) the parties undertake to resolve any grievances, or industrial disputes on the basis of goodwill, consultation, discussion, open communication and disclosure of all relevant facts;
 - (2) all grievances must be properly investigated and potential disputes receive fair, prompt and careful attention and consideration;

- (3) any dispute arising out of employment shall be referred by the delegate representative appointed by the employee(s) for this purpose to the appropriate Company representative (appointed by the Company);
- (4) failing settlement at this level between the Company and the delegate, the delegate may refer the dispute within a reasonable time to the Union organiser who will take the matter up with the Company. All reasonable efforts shall be made by the Company and the Union organiser to settle the matter, but failing settlement, the Union organiser shall refer the dispute to the Union secretary who shall take the matter up with the Company or the Company's nominated representative;
- (5) at any time either party shall have the right to notify the dispute to the Industrial Registrar of the Commission;
- (6) during the dispute resolution process, work continues normally and the Company continues to trade without interruption from industrial stoppages, bans and/or limitations, whilst the procedure above is put into effect, except in circumstances where an employee holds a reasonable concern about an imminent risk to his or her health or safety. Subject to any applicable occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work that is safe and appropriate for the employee to perform; and
- (7) no party shall be prejudiced, in relation to the final settlement of a dispute by the continuance of work in accordance with these principles. During discussions the status quo remains, subject to clause 37.1(1), and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or matter giving rise to the dispute.

38. Shop Steward

The Company shall allow a shop steward appointed by employees and whose name has been forwarded by the Union, in writing, to the Company the necessary time during working hours to interview employees on matters affecting the employees whom the steward represents under this Agreement.

39. No duress

This Agreement was not entered into by duress by either party.

40. Review of Agreement

The parties agree to commence discussions designed to achieve a replacement Agreement 3 months prior to the expiration of this Agreement.

41. No retrospectivity

The parties agree not to bring any claim relating to an employee's terms and conditions of employment covered by this Agreement relating to any period before the date this Agreement commences.

42. No extra claims

42.1 It is agreed that for the term of this Agreement the employees covered by it and the Union will not by any means:

- (1) demand, pursue or make any extra claims relating to wages, benefits or conditions contained in this Agreement; or
- (2) seek any changes to the terms and conditions of employment of the employees covered by this Agreement.

Signed by)
as authorised representative for **SIKA**)
AUSTRALIA PTY LIMITED in the)
presence of:)
)
)
Signature of witness)
)
)
Name of witness (block letters))
)
)
)
)

Signed by)
as authorised representative for)
NATIONAL UNION OF WORKERS,)
NSW BRANCH in the presence of:)
)
)
)
Signature of witness)
)
)
Name of witness (block letters))
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