

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/283

TITLE: TDG Prospect Cold Storage Enterprise Agreement 2000

I.R.C. NO: 2000/2514

DATE APPROVED/COMMENCEMENT: 16 June 2000

TERM: 22 months

**NEW AGREEMENT OR
VARIATION: New Replaces EA99/124**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Cold Storage and Ice Employees (State) Award located at Prospect

PARTIES: TDG Cold Storage Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

T D G COLD STORAGE

PROSPECT

ENTERPRISE

AGREEMENT

01 JUNE 2000

**Registered
Enterprise Agreement
Industrial Registrar**

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2. TITLE

This document shall be known as the TDG PROSPECT COLD STORAGE ENTERPRISE AGREEMENT 2000, hereinafter called the Agreement.

3. DEFINITIONS

The parties to the Agreement shall be TDG Cold Storage, hereinafter called the employer, the employees engaged by the employer at the Prospect Cold Storage site to perform work regulated by the terms and conditions of the Agreement, hereinafter called the employees, and the Australasian Meat Industry Employees Union, New South Wales Branch, hereinafter called the union.

4. APPLICATION & STATUS

The terms and conditions of the Agreement shall replace the terms and conditions contained in the TDG Cold Storage Prospect Enterprise Agreement (IRC 5964/98) NSW.

The provisions contained in the Cold Storage and Ice Employees (State) Award of NSW (127/96) 1996, hereinafter called the Award that had application at the Prospect site have been incorporated into the Agreement and the terms of the Agreement shall prevail. Should it happen the Agreement is silent on a matter then the terms and conditions of the Award as they would apply to that matter shall prevail.

5. LIFE OF AGREEMENT

The Agreement shall commence on the day on which the Industrial Relations Commission of New South Wales, hereinafter called the commission, approves and registers the Agreement and shall continue until 30th April 2002. The parties shall commence to negotiate a new Agreement in March 2002 and in the event a new agreement is not filed and registered to replace the Agreement by April 2002, the terms and conditions of this agreement shall prevail.

6. CONTRACT OF EMPLOYMENT

- 6.1 Employees shall be employed on a weekly, part-time or casual basis; where an employee is engaged on a weekly basis his / her employment may be terminated by the appropriate notice on either side given on any day after one week's employment or by the payment or forfeiture of a week's wages in lieu of such notice.
- 6.2 The employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down as the result of refusal of



duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown of machinery or due to any cause for which the employer cannot reasonably be held responsible.

- 6.3 The employer shall have the right to dismiss an employee, without notice, for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of dismissal only.
- 6.4 A "fixed term employee" shall mean an employee engaged on a weekly basis for a specified period.
- 6.5 All new weekly and part-time employees shall serve a probationary period of two (2) months from the date of commencement of employment with the employer. Provided that any employment as a casual employee which runs consecutively with the above weekly employment shall be deemed to be part of the two month period.
- 6.6 In order to promote labour flexibility the following employee duties shall apply to all employees employed under this agreement after proper training:
- (a) Employees shall perform such work as is reasonable and lawful required of them by the employer including accepting instructions from authorised personnel such as a job superintendent, supervisor or leading hand or from nominated technical personnel;
 - (b) Employees shall comply with all reasonable requests to transfer, or change jobs;
 - (c) Employees shall accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee;
 - (d) Employees shall keep in good working order any equipment or materials they are supplied with;
 - (e) Employees shall not impose or continue to enforce existing demarcation barriers between the work of employees provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned;
 - (f) Employees shall not impose any limitations or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of equipment or machinery or in emergency situations;
 - (g) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times;

- (h) Employees shall comply with the relevant Occupational Health and Safety procedures and the relevant Act;
- (i) An employee required to regularly work in the freezer chamber where the temperature is minus 18 degrees celsius or colder shall be medically selected as fit to perform such work;
- (j) An employee required to work in the freezer chamber where the temperature is minus 18 degree celsius or colder for long periods shall have reasonable breaks outside the chamber.

7. PART-TIME EMPLOYMENT

- 7.1 The employer may engage permanent part-time employees.
- 7.2 "Permanent Part-time employee" means a weekly employee who is employed by the week to work regularly a minimum of 12 hours and less than 38 hours per week.
- 7.3 An employee so engaged shall be paid per hour one thirty-eighth of the weekly wage rate for the grade in which the employee is engaged.
- 7.4 An employee engaged on a part-time basis shall be entitled to payments in respect to annual leave, sick leave, public holidays and bereavement leave, on a proportionate basis subject to the provisions of the appropriate Clauses of the Agreement.
- 7.5 A part-time employee will be given preference for any suitable permanent position with the employer that may become available.

8. CASUAL EMPLOYEE

- 8.1 The employer may engage casual employees to suit the needs of the business.
- 8.2 A casual employee shall be paid the ordinary rate for the classification of work for which the employee is performing and in addition the employee shall be paid a 23.34% loading for all hours worked on ordinary time. The 23.34% loading shall be inclusive of the annual leave provision (but excluding the long service leave provision).
- 8.3 A casual employee shall not be engaged for less than four hours on any one start.
- 8.4 A casual employee shall terminate at the conclusion of their shift and may be re-engaged for another shift at the discretion of the employer.

- 8.5 The employer shall not engage more than 1 in 4 casuals to permanent employees except in the case of container unloading, to cover absenteeism and holidays, seasonal fluctuations or changes in business requirements.

9. CLASSIFICATIONS

The following employee classifications structure shall apply:

9.1 Leading Hand:

An employee who is appointed as a Leading Hand is responsible for the routine operation of a warehouse / cold store or a large section of a warehouse/cold store who:

- (a) Shall possess a highly developed level of interpersonal and communication skills;
- (b) Shall supervise and provide job direction and guidance to other employees, assistance in induction and "on the job" training, and attend to matters of safety and occupational health as well as the disciplining and counselling of employees under their charge;
- (c) May be in charge of any number of employees as designated by the employer;
- (d) Shall implement quality control techniques and procedures;
- (e) Shall have appropriate advanced computer skills;
- (f) Shall be competent to perform the following skills:
 - [i] liaising with management, suppliers and customers with respect to store operations;
 - [ii] maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports of stock movements, dispatches etc.
- (g) Shall exercise discretion within the scope of this grade;
- (h) Leading Hands shall be capable of and may perform any duties of a Multiskilled Operator or a General Hand / Order Picker.

9.2 Receiving & Despatch Co-ordinator

An employee engaged as a Receiving / Despatch Co-ordinator who is engaged in the co-ordination of movements of vehicles to and from the store, data entry

functions, external contacts with the cold store and other cold store administration tasks. They

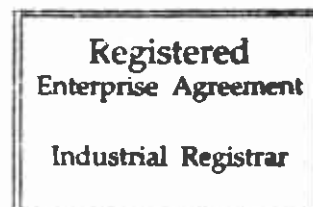
- (a) Shall possess a highly developed level of interpersonal and communication skills;
- (b) Shall implement quality control techniques and procedures;
- (c) Shall have appropriate advanced computer skills;
- (d) Shall be competent to perform the following skills:
 - [i] liaising with management, suppliers and customers with respect to store operations.
 - [ii] maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports of stock movements, dispatches etc.
- (e) Shall be responsible for site pallet control, including communication with pallet hirer, reconciliations and all other requirements to successfully control pallets on site.
- (f) Shall exercise discretion within the scope of this grade.

9.3 Multiskilled Operator

TDG's aim at Prospect has always been to have a flexible multi-skilled workforce where all employees can carry out all functions within the warehouse, to this end the classification of multiskilled operator encompasses all duties associated with working in a warehouse, with the exception of employee supervision which is the role of the Leading Hand.

The following is a list of indicative skills, but not limited to, that a multiskilled operator may be asked to perform.

- (a) Shall be responsible for the loading, unloading and checking of goods into and from vehicles and containers.
- (b) Shall be responsible and required to perform general warehouse duties such as pallet consolidation, product tying, product stacking, stock movement etc.
- (c) As part of the duties will need to have appropriate computer skills and be able to operate scanning equipment. This includes the ability to check, count and adjust stock levels if required.



- (d) Shall be responsible for general maintenance and repairs of materials handling equipment where appropriate training has been given. This includes battery maintenance and changing.
- (e) Employees will be required to hold the required certificate of competence pursuant to Section 17 of the Construction and Safety Act (NSW) as amended.
- (f) Shall be responsible for and able to perform all duties involved in receiving and despatching goods including identification, tallying, scanning.
- (g) Shall be responsible for the quality of goods which will include performing quality control techniques and procedures.

Shall be capable and willing to perform any duties of an Order Picker / General Hand.

9.4 General Hand / Order Picker

This means an employee handling products or goods received to be refrigerated including going into trucks or containers and who may be required to carry/transport products or goods into or out of refrigerated storage or processing rooms, and:

- (a) Shall be required to operate manual, mechanical or electrical equipment for which no licence is required;
- (b) Order pick by carton;
- (c) May attend to battery maintenance and recharging procedures for pallet transporters;
- (d) May be required to operate an electric scrubber and attend to basic non-trade maintenance;
- (e) Shall attend to store cleaning duties of a general nature;
- (f) After proper training, shall:-
 - [i] be responsible for the quality of his own work subject to detailed direction;
 - [ii] work in a team environment and/or under supervision;
 - [iii] undertake duties in a safe and responsible manner;
 - [iv] possess basic interpersonal and communication skills.

- (g) Shall be competent to perform the following tasks / duties:-
- [i] storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - [ii] preparation and receipt of appropriate documentation including liaison with suppliers;
 - [iii] allocating and retrieving goods from specific store areas;
 - [iv] basic VDU / keyboard and scanning skills;
 - [v] periodic housekeeping and stock checks;
 - [vi] stack and consolidate pallet loads.

10. ORDINARY HOURS OF WORK

10.1 The ordinary hours of work for all shifts shall be an average of 38 per week which shall be worked in no more than five consecutive days during the following hours. All ordinary hours for day and shift workers will be worked in consecutive hours on consecutive days.

Dayshift: Monday to Friday - 5.00am to 7.00pm
Saturday - 6.00am to 4.00pm
Sunday - 6.00am to 4.00pm

Afternoon shift: shall be a shift which finishes ordinary hours after 7.00pm and before 1.00am.

Night Shift: shall be a shift which finishes work after 1.00am but before 5.00am.

The above hours are Monday - Sunday inclusive.

10.2 Shift Allowance

An employee engaged on a shift as indicated shall be paid, in addition to their ordinary pay rate the following loading whilst on ordinary hours:

Afternoon shift: 20%
Night shift: 30%

10.3 Weekend Loadings for Ordinary Hours

- (a) All work performed at ordinary time on Saturday will be paid at ordinary time plus 50% (Refer to Schedule A) and shall be paid for all purposes of the agreement.
- (b) All work performed at ordinary time on Sunday will be paid at ordinary time plus 75% (Refer to Schedule A) and shall be paid for all purposes of the agreement.

10.4 Dayworkers and Shift Workers

- (a) The 38 hour week shall be worked on one of the following basis:
 - [i] thirty-eight ordinary hours of service shall constitute a week's work;
 - [ii] the ordinary hours may be worked in any of the following ways by agreement:
 - * five equal days per week;
 - * nineteen equal days in twenty;
 - * four equal days and one short day per week;
 - * four equal days per week;
 - * three equal days over 5 weeks and four equal days in the sixth week;
 - * any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by the employer with up to 5 days of accrual.
 - [iii] such hours shall be worked in shifts of not less than four and no more than ten consecutive hours.
- (b) The method or methods of operating less than ten hours per day may be any of the following to be implemented at the discretion of the employer in consultation with an employee. Whereby an employee:
 - [i] works less than 8 ordinary hours each day; or
 - [ii] works less than 8 ordinary hours on one or more days; or
 - [iii] by rostering an employee off on a day of a week during a particular work cycle so that the employee has one day off

during that cycle, where the employee is rostered to work no more than 8 ordinary hours on each shift of day; or

[iv] circumstances may arise where different methods of operating the 38 hour week apply to different groups or sections of employees with the business of an employer; and

[v] for purposes of the Agreement a day which is rostered off work during a particular work cycle shall be called a rostered day off, hereinafter called an RDO.

11. MAXIMUM HOURS ON ORDINARY TIME

No employee shall be rostered to work for more than ten hours on ordinary time in any one day without the payment of overtime.

12. ROSTERS

12.1 A part-time and weekly employee shall be subject to a roster which shall state the employee's starting and finishing time and the days which the employee is required for work.

12.2 A roster may be any one as stated at above.

12.3 An employee's starting and finishing times of ordinary work may be changed by mutual agreement between the employee and the employer without notice.

12.4 An employee's starting and finishing times of ordinary work may be changed without mutual agreement by the employer giving 48 hours notice of such change to the employee.

12.5 An employee's roster showing the days on which the employee is required for ordinary work may be changed by the employer giving to the employee seven days notice or where the employer and the employee mutually agree without notice.

13. ROSTERED DAYS OFF

13.1 An employee working on a roster may:

- (a) Accumulate one RDO in each four week work cycle; and
- (b) Not take an RDO between October and April inclusive of both months; and;
- (c) An employee may elect, with the consent of the employer to either -

- [i] have the accumulated RDO's paid out at the ordinary rate of pay, or
 - [ii] take the accumulated RDO's off work without loss of pay during the months of May to September, provided the days chosen to be taken are suitable to the employer, or
 - [iii] have the accumulated RDO's added to their annual leave.
- 13.2 The employer shall make available a table of days in the appropriate months when accumulated RDO's may be taken.
- 13.3 The employer shall not be unreasonable in reaching agreement for the taking of RDO's.
- 13.4 During the months of May to September an employee may volunteer to work on their RDO accumulated during his / her 4 week cycle and be paid at the ordinary rate in addition to their RDO and the overtime clause shall not apply in such case.

14. OVERTIME

- 14.1 An employee may be required to work reasonable overtime.
- 14.2 A weekly employee shall not work more than 38 hours in any one week without the payment of overtime unless the employee is on a four week work cycle in which case the employee shall not work more than 38 hours in any one week when averaged over the 4 week work cycle.
- 14.3 No employee shall work outside the spread of ordinary hours without the payment of overtime.
- 14.4 An employee who works outside their rostered hours shall be paid overtime except if the employee is working make-up time in which case the ordinary rate shall apply.
- 14.5 Overtime shall be paid at time and a half for the first two hours and double time thereafter.
- 14.6 An employee may be expected to work overtime during a stocktake period provided:
- (a) The employee is given not less than 7 days notice of being required to work overtime; and
 - (b) No employee is required to work overtime on more than 4 stocktake periods in any one calendar year; and



- (c) An employee who would suffer genuine personal hardship by working overtime during a stocktake period may seek an exemption to such overtime by providing to the employer the grounds of the personal hardship. However, the employer may reject such grounds and the issue may be treated under the disputes procedure.
- 14.7 By mutual agreement an employee who has worked overtime may forgo overtime payment and take the equivalent time off work for which they would have been paid for the working of the overtime.
- 14.8 After completing or being rostered to complete a normal weekly roster a weekly employee may volunteer to work additional hours and the company shall give preference to such a request where work is available and would otherwise be undertaken by a casual employee. Such additional hours will be paid Monday to Friday at ordinary rates of pay and Saturday at 150% the ordinary rate of pay.
- 14.9 An employee required for overtime work on a Saturday shall have not less than 4 hours work or be paid for not less than if they worked for 4 hours at the overtime rate.

15. MEAL BREAKS, BREAKS AND MEAL ALLOWANCES

15.1 Breaks on ordinary hours

No employee shall be required to work more than 5 hours without a meal break except:

- (a) Where a casual or part-time employee is engaged for only 6 hours in that shift in which case no meal break shall be taken; and
- (b) Where the loading or unloading of a truck commenced before the meal break was to be taken the employee shall:
- [i] continue to take delivery of stock and complete the removal of the stock from the truck, and
 - [ii] place the stock in a secure location where refrigeration and or freezing procedures are applied to the stock, and
 - [iii] the employee shall take the meal break thereafter and no penalty shall apply for the employee taking a delayed meal break.
- (c) The employer and employee may decide when authorised breaks are to be taken to best suit the needs of the enterprise.
- (d) The employer may implement measures to ensure operational requirements are met. This may require the alteration of scheduled

meal breaks for one or more employees if the employer considers such alternation is necessary for continuity of operations. The employer will respect the needs of employees when altering such breaks.

- (e) A day shift employee will be entitled to:
 - [i] one 30 minute unpaid meal break (lunch)
 - [ii] one 20 minute paid meal break (morning tea).
- (f) An afternoon or night shift employee will be entitled to two 20 minute paid meal breaks.

15.2 Breaks and Allowances on overtime

- (a) Any employee required to work overtime for any period in excess of 1 hour and 39 minutes of their usual ceasing time will be paid a meal allowance.

Any employee required to work overtime for a period equal to 2 hours will be paid a meal break and a meal allowance. As long as an employee does not exceed the safety limit of working 5 hours without a break, the employee will work the required overtime without taking the meal break, unless mutually agreed between the manager and the employee.

Any employee required to work overtime in excess of 2 hours will be paid a meal break and a meal allowance. The employee will have the option to either take the paid meal break or work through and be paid for the meal break in addition to the hours worked.

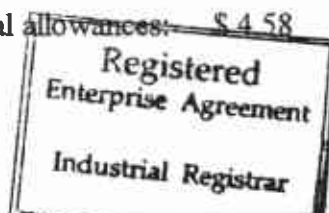
Meal allowance and meal break payment schedule

Overtime worked	Meal break (20 minutes)	Meal Allowance (\$11.00)
0 - 1' 39"	nil	nil
1' 40" - 1' 59"	nil	\$11.45
2' 00"	paid, not taken	\$11.45
2' 00" or greater	paid, taken at the employees request	\$11.45

Note: the above breaks and allowances are not cumulative, e.g. for overtime in excess of 2 hours only 1 meal break and 1 meal allowance is paid.

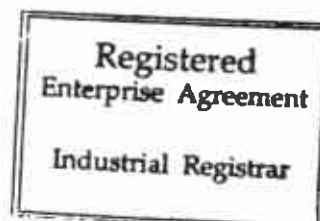
- (b) An additional meal allowance shall be paid if the employee is required to work a further 4 hours of overtime after the first meal allowance period has expired.
- (c) Summary

1st meal allowance	\$11.45
2nd & additional meal allowances:	\$ 4.58



16. SUNDAYS AND PUBLIC HOLIDAYS

- 16.1 The following days shall be recognised as holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all proclaimed public holidays for the State and the annual picnic day of the Australasian Meat Industry Employee's the union, New South Wales Branch, and shall be taken in accordance with sub clause 18.4 of this agreement.
- 16.2 Time worked on Holidays defined in this clause shall be paid for at the rate of double time and one-half inclusive of public holiday pay with a minimum payment of 4 hours for all employees.
- e.g. Time worked on public holidays will be paid as follows:
- (a) The normal public holiday pay (7.6 hours).
 - (b) Time and one half for hours worked during the ordinary hours of the public holiday
 - (c) All hours worked in excess of a normal day (7.6 hours) will be paid at double time.
- 16.3 All weekly and part-time employees shall be paid for the holidays specified in this clause: Provided that such employees do not absent themselves from work on the working day preceding or the working day succeeding such holiday and have not ceased work without permission before the normal time of ceasing work in either or both of these days.
- 16.4 When such holidays fall on consecutive days an employee who works either the working day preceding or the working day succeeding such holiday, but not on both shall be entitled to payment for such holiday closest to the said day on which the employee works provided they have not ceased work without permission, on such said day.
- 16.5 The employer may consider it appropriate that a review of provisions concerning public holidays occur so as to improve efficiency by increasing the flexibility in this area. The following areas should be reviewed by agreement with the employee(s) concerned:
- (a) Substituting of days in lieu of the taking of public holidays during peak periods;
 - (b) Where substitution does occur the day or days may be taken in half day lots by agreement;



- (c) No notice required for the working of a public holiday if it is required for reasons of an emergency situation or where it is agreed by the employee concerned;
 - (d) Minimum payment of 4 hours on public holidays.
- 16.6 Where an employee's roster does not include a Public Holiday when it occurs as a normal working day the employee shall be entitled to payment for that day at the classification rate.
- 16.7 All time worked on Sundays that is not part of ordinary hours shall be paid at double time.

17. FAMILY LEAVE

- 17.1 An employee who is required to provided genuine family care, where prior notice was not available to the employee of such need, shall have up to 3 days per calendar year for such leave.
- 17.2 An employee applying for family leave shall be required to satisfy the employer that such leave is genuine and no prior notice was available to the employee in which time they would have made alternative arrangements to provide care for the family member.
- 17.3 Family leave taken under this clause shall be deducted from the employee's:

 unused sick leave entitlements; or annual leave,
 or banked RDO's
- 17.4 For the purpose of this clause family leave shall only apply in the event of needing to care for the employee's spouse, de-facto, child, mother, father or another member of the household who is dependent upon the employee to provide the care.
- 17.5 An employee seeking family leave shall if necessary, provide evidence, satisfactory to the employer, of the illness of the family member and the relationship of the family member to the employee. The same requirement shall apply if the person requiring care is a member of the employee's household and not a family member.
- 17.6 For the purposes of this clause an employee taking family leave shall not have their ordinary pay deducted for the period of family leave but such leave shall not be cumulative from year to year.

18. ANNUAL LEAVE

- 18.1 An employee shall be entitled to paid annual leave after the completion of 12 months continuous service in accordance with the Annual Holidays Act 1944, hereinafter called the Act.
- 18.2 An employee seeking annual leave shall apply to the employer at least one month prior to the date when annual leave is requested.
- 18.3 The employer may require an employee to take annual leave to suit the running of the business.
- 18.4 Employees agree to substitute the union picnic day in lieu of an additional day of annual leave which will attract annual leave loading.

19. ANNUAL LEAVE LOADING

- 19.1 At the time an employee is given and takes their annual leave, or, where by agreement between the employer and employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee an annual leave loading.
- 19.2 An employee taking annual leave shall be entitled to be paid, in addition to their annual leave, a 17.5% loading for all time taken as annual leave providing the employee has worked 12 continuous months since their commencement date anniversary with the employer.
- 19.3 No loading is payable to an employee who takes annual leave wholly in advance however such loading shall be paid on the employee's anniversary date..
- 19.4 (a) When the employment of an employee is terminated by the employer, 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 leave to which they are entitled, they shall be paid the annual leave loading.
- 19.5 An employee who commences annual leave before they have completed 12 continuous months of employment since their commencement date anniversary shall only be paid the annual leave loading only for the period of annual leave which falls after the anniversary date.
- 19.6 Nothing in clause 19 above shall prevent an employee and the employer from making other mutually acceptable arrangements.
- 19.7 All shift workers shall receive the applicable shift loading in addition to the annual leave loading when taking annual leave.

20. SICK LEAVE

An employee who, after not less than three months continuous service in their employment with the employer is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the Worker's Compensation Act, 1987 as amended), received in the said employment (not due to their own serious and wilful misconduct) shall be entitled to be paid for such non-attendance the amount of their ordinary rate of pay, subject to the following:

20.1 Where an employee is absent from duty by reason of incapacity due to injury arising out of or in the course of their employment and is receiving compensation under the Workers Compensation Act, 1987, as amended, the employer shall pay to such employee, if they so request, in addition to such compensation, the difference between the amount of the compensation and their ordinary time rates of pay (exclusive of overtime and other penalty payments) with a minimum payment not exceeding the balance, if any, of their entitlement to paid leave of absence under this Clause.

20.2 The employer shall, within two (2) hours of the commencement of such absence (where possible) inform the employer of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.

If the employee is unable to inform the employer within this time, they shall inform the employer within 24 hours of the commencement of such absence.

20.3 For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof (including, where applicable, the estimated duration of their absence) the employer through any person appointed by it to interview employees for the purpose state (such appointment being notified to the Union), shall have the right to interview any employee who is or has been absent from duty. Where a person so appointed is a legally qualified medical practitioner the right to interview an employee shall include the right to examine the employee.

20.4 The employee shall prove to the satisfaction of the employer that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.

Notwithstanding the above, for absences before or after public holidays and rostered days off, proof by way of a medical certificate shall be supplied irrespective of the length of the absence.

20.5 An employee shall not be entitled in respect of any year of continuous service to sick pay and pay, supplementary to Workers' Compensation, in accordance with the following:

(a) In the first year of service;

After 3 months continuous service - 2 days

After 6 months continuous service - further 2 days

After 9 months continuous service - further 2 days

After 1 years continuous service - further 2 days

Total paid days sick leave entitlement - 8 days.

(b) In the second and subsequent years of service

Total paid days sick leave entitlement - 10 days, pro-rata over 12 months.

(c) Any period of paid sick leave or pay, supplementary to Workers Compensation, allowed by the employer to an employee, in any such year, shall be deducted from the period of leave which may be allowed or carried forward under this clause in respect of such year.

20.6 An employee shall not be entitled in respect of any year of continued employment to sick pay and pay supplementary to workers compensation for more than a total amount equivalent to payment for eight days in the first year of employment and ten days in the second and subsequent years. Any period of paid sick leave or pay supplementary to workers compensation allowed by the employer to an employee, in any such year, shall be deducted from the period of leave which may be allowed or carried forward under this clause in respect of such year. No payment shall be due for illness or incapacity for less than one day.

20.7 The rights under this clause shall accumulate from year to year so long as their employment continues with the employer, so that any part of eight days or ten days which has not been allowed in any year, may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate, pursuant to this sub clause, shall be available to the employee whilst they remain in the employ of the employer.

20.8 An employee, who unreasonably refuses the interview or unreasonably refuses or prevents the examination specified in sub clause 20.3 of this clause, shall not be entitled to payment for the period during which they are absent from duty.

20.9 For the purpose of this clause continuous service shall be deemed not having been broken:

(a) Any absence from work on leave granted by the employer.

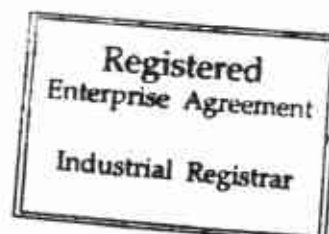
(b) Any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the

employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

- 20.10 Provided that once an employee has had three months continuous service with the employer they shall be paid for any absence owing to illness during the first three months of service.
- 20.11 Service before the date of coming into force of this Clause shall be counted as service for the purpose of qualifying thereunder.
- 20.12 This Clause does not apply to casual employees.
- 20.13 Notwithstanding anything else stated in this clause, an employee, but not a casual employee, who has in excess of 10 days of unused sick leave at the end of their anniversary date of employment may elect to be paid those excess days on a day in that calendar year as determined by the employer.

21. BEREAVEMENT LEAVE

- 21.1 An employee shall, on the death of the wife, husband, father, mother, child or stepchild, brother or sister, mother-in-law or father-in-law, grandparents of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding 16 working hours be without loss of any ordinary pay which the employee would have earned if they had not been on such leave.
- 21.2 The right to such leave will be dependent on compliance with the following conditions:
- (a) The employee shall give the employer notice of intention to take such leave as soon as reasonably practicable after the death of such relation;
 - (b) The employee shall furnish proof of such death to the satisfaction of the employer;
 - (c) The employee shall not be entitled to leave under this Clause during any period in respect of which he had been granted any other leave.
- 21.3 For the purpose of this clause the words wife or husband shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto.
- 21.4 This Clause does not apply to casual employees.



22.

SETTLEMENT OF DISPUTES PROCEDURE

- 22.1 In the event of a dispute or grievance arising out of employment the following procedure shall be followed:
- (a) The employee shall raise the dispute or grievance with their immediate manager or supervisor in an attempt to resolve the dispute or grievance;
 - (b) If the matter is not resolved the employee may refer the dispute or grievance to the employee representative, or union delegate whichever is the case, and the employee representative shall discuss the dispute or grievance with the next level of management in an attempt to resolve the dispute or grievance;
 - (c) If the matter is not resolved the union delegate may refer the matter to their union office and the manager may refer the matter to their enterprise's senior manager;
 - (d) The matter shall be discussed between a senior union official and senior manager, or their representatives, in an attempt to resolve the dispute or grievance;
 - (e) If the dispute is not resolved within 49 hours of when it was referred to the senior representatives then either side may refer the dispute or grievance to the commission for resolution.
- 22.2 Whilst the above procedure is being followed work shall continue as normal and no stop-work meeting shall take place.
- 22.3 If the dispute or grievance arises from a changed work practice which has not previously being discussed and agreed then the situation existing before the dispute or grievance arose shall continue whilst this procedure is being followed.
- 22.4 No side shall be prejudiced in the final outcome of a resolution by following the status quo provision.
- 22.5 Notwithstanding anything else written in this clause no employee shall be expected to work in a situation or area where there is a genuine risk to health and safety.

23. COUNSELLING PROCEDURE

- 23.1 The employer shall follow a disciplinary procedure directed towards improving the conduct, performance and work standard of each employee.
- 23.2 The employer shall take all reasonable steps to make known to employees, by way of verbal and or printed communication, the required standard of

performance and conduct which is expected whilst at the workplace or in circumstances which would directly impact on the workplace.

- 23.3 The employer shall have a counselling and warning procedure which shall be consistent with the terms of this clause.
- 23.4 When the employer is to issue a warning to an employee the following steps shall be observed:
- (a) The employee shall be advised of the complaint against them;
 - (b) The employee shall be entitled to place their defence to the complaint and the employer shall consider such response prior to issuing the warning;
 - (c) The employer shall advise the employee what shall be expected of the employee to improve their work performance or conduct and the employer shall provide the employee with any reasonable assistance to achieve the required standard of performance and or conduct;
 - (d) The warning shall be recorded in writing and the employee shall be requested to sign the warning and shall be given a copy thereof;
 - (e) The warning shall contain the complaint raised by the employer, the response or defence given by the employee and any follow-up which may be required. The warning shall also note the seriousness of the complaint and if the employee's employment is in jeopardy or likely to be in jeopardy;
 - (f) The employee shall be entitled to have the employee representative, or union delegate whichever is the case, present at all stages of the warning if so requested.
- 23.5 An employee who disregards the seriousness of a warning or refuses to acknowledge counselling may be terminated provided the employee is advised that their behaviour in disregarding the warning and or counselling may result in termination.
- 23.6 The employer may, in lieu of termination, with the consent of the employee representative, or union delegate - whichever is the case, stand-down the offending employee without pay for a period of one working day and up to twenty working days. However, the employer shall not adopt this alternative for the same employee more than once in any twelve month period.

24. PAYMENT OF WAGES

- 24.1 Payment of wages and other work related allowances and entitlements shall be paid by electronic funds transfer, hereinafter called **EFT**.

24.2 Wages may be paid weekly, fortnightly or monthly by agreement between the employer and the employee.

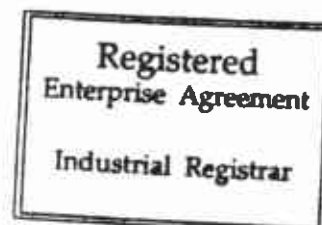
25. WAGES

In return for continuing the existing enterprise agreement until the 31st of March 2002 the company agree that

- Wages shall be increased by 4% from the 31st of March 2000, a further of 4% or the CPI (NSW) for the preceding year, whichever is the greater shall be paid as of the 31st of March 2001. Any increase above 4% in CPI (NSW) for the preceding year shall be paid to the employee's on the 31st of March 2002. Wages shall be paid in accordance with schedule A at the rear of the Agreement.
- The parties agree that wage reviews be undertaken on the 31st of March 2001 September 2001, to ensure that a fair and equitable analysis of cost living increases, including GST, can be assessed when specific information is available

26. CONSULTATIVE & PRODUCTIVITY MECHANISM

- 26.1 The employer and employees shall form a joint consultative committee, hereinafter called the JCC, which shall comprise not more than three members of management and three representatives from the employees.
- 26.2 The JCC shall operate throughout the life of the Agreement and shall meet as required or as decided arising from a meeting of the JCC. In any event the JCC shall meet at least once in each eight week period.
- 26.3 The JCC shall review the progress of the Agreement and ensure that the interests of the employer and employees are being met.
- 26.4 Notwithstanding anything else in this clause the JCC shall examine, discuss and agree upon an acceptance work standard for the enterprise and or each work function.
- 26.5 In addition the JCC shall establish a program on how productivity increases above the work standard can be achieved and a formula whereby the employer and the employees can fairly share the benefits of increased productivity.
- 26.6 Nothing in this clause shall prevent the benefits arising from increased productivity being expressed as further wage increases for employees subject to sustaining the increased productivity.



27. FREEZER ALLOWANCE

- 27.1 The employer shall pay all employees (permanent, part-time, casual and term employees) who work in the freezer chamber an allowance of \$1.29 per hour for work done in the freezer chamber.
- 27.2 For each hour of overtime worked the freezer allowance of \$1.29 per hour shall be paid. This is a flat hourly allowance and is not multiplied by the overtime penalty rate.
- 27.3 The freezer allowance shall be paid for all purposes of the Agreement excluding overtime as per clause 27.2 above. All purposes shall mean payment of freezer allowance on:
- (a) annual leave
 - (b) sick leave
 - (c) long service leave
 - (d) bereavement leave
 - (e) workers compensation
 - (f) public holidays
- 27.4 For purposes of this clause a freezer chamber shall be a chamber where the temperature operates below minus 18°C.

28. ALLOWANCES GENERALLY

Work related allowances, shall increase by 4 % and paid as per Schedule B attached.

29. ACCIDENT PAY

For the purpose of this clause the following words shall, unless the context otherwise indicates, have the following meanings:

- 29.1 "Accident Pay" means a weekly payment of an amount representing the difference between the amount of compensation received and the rate of wage prescribed for such employee for the week in question.
- 29.2 "Compensation" means the weekly payment for incapacity made pursuant to the Act and in the case of partial incapacity includes the amount which the employee earned or which the Workers' Compensation Commission determines or the parties agree the employee was able to earn in the week in question in some suitable employment or business.
- 29.3 "Injury" means personal injury arising out of or in the course of the employment (including, but without limiting the generality of the foregoing any disease to which the provisions of the Act apply and any injury received during a daily or other periodic journey or any other journey to which the provisions

of the Act apply or during any ordinary recess referred to in section 7 of the Act) resulting in incapacity and for which compensation is being paid.

30. JURY SERVICE

An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of his/her attendance, the duration of attendance and the amount received in respect of such jury service.

31. EMPLOYEE PROTECTION & CLOTHING

- 31.1 An employee required to work in the freezer chamber shall be supplied with a blanket suit, gloves, freezer boots and suitable head covering and overalls if requested.
- 31.2 An employee shall be entitled to appropriate safety footwear whilst working in the movement of stock.
- 31.3 The employer shall provide appropriate protective clothing for an employee expected to work in wet or iced conditions such as gum boots and waterproof coats if reasonably required.
- 31.4 The employer shall provide facilities for the satisfactory drying of protective clothing between shifts.
- 31.5 Employees when overheated, through working outside, shall be allowed to cool down before entering the chamber.
- 31.6 No employees shall be called upon to work in a chamber where the floor is wet or substantially iced, or where there is a serious dripping of moisture from pipes or where a leak of ammonia exists. Where wet or iced conditions prevail employees shall be required to perform such work as required by management to alleviate such conditions, before a normal resumption of work takes place.

32. TERMINATION

- 32.1 Termination of employment may take place by giving of notice in accordance with the following table:

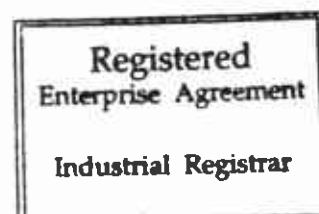
Years of Employment	Notice period
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 32.2 An employee who is terminated by the employer and who is over 45 years of age shall be entitled to receive one extra week in addition to the notice in the table above.
- 32.3 An employee wishing to terminate their employment shall be required to give to the employer the same notice as in the table above but an employee over 45 years of age shall not be expected to give the extra one week.
- 32.4 The employer and employee may agree to forgo the notice period and mutually agree to another period and in this event the employee shall be paid for only the time worked.
- 32.5 The employer shall be entitled to pay to an employee the notice period or the balance of the notice period and in such case the employee shall terminate at the time of payment.
- 32.6 Termination payment shall be paid by EFT unless the employer and the employee mutually agree to another method of payment.
- 32.7 An employee who is terminated summarily for serious misconduct shall not be entitled to any notice.

33. REDUNDANCY

33.1 Definitions

- (a) "Redundancy" is when an actual reduction in the number of permanent employees employed at the enterprise shall occur as a result of economic downturn or technological change and where alternative employment cannot be found.
- [i] where an employer initiates a reduction in the number of permanent employees required, redundancy shall apply; or



- [ii] the employer ceases to carry on the business at the current location and does not offer transfer and continuing employment at a new location.
- (b) Casual employment shall not be included for the purpose of redundancy.
- (c) "Ordinary rate of pay" means the normal weekly payment received by an employee for the ordinary hours of work at the date of redundancy and shall be determined at average rate paid for annual leave. It shall include allowances normally paid, such as Leading Hand allowances, First Aid Allowances, but excludes any shift allowance or overtime penalty payments.

33.2 Notice of Redundancy

Where the enterprise proposes to terminate the employment of an employee on account of redundancy it shall:-

- (a) Advise the employees of the intention to cease operations at least one month in advance and will give individual employees notice of redundancy. Notwithstanding the above, each employee will be given maximum practicable notice of termination of service:
- (b) An employee who terminates their employment on a date prior to having received the formal notice of redundancy hereof will not be eligible for any redundancy payment.

33.3 Seniority

Employees made redundant shall be retrenched after carefully considering length of service occupational skills and qualifications and satisfactory work record. The selection of employees will be made on the basis of retaining those who best service the operational needs of the continuing enterprise. The union will be kept fully informed.

Initially, redundancy may commence on a voluntary basis but if not enough employees take up voluntary redundancy then the above criteria will be used to provide sufficient flexibility into this area of selection.

33.4 Consultation

Where the 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.



The employer shall provide to the employees concerned all relevant information about the changes proposed, and the expected effects of the changes on the employees.

33.5 Redundancy Payments

- (a) For under 12 months weekly service - Nil.
- (b) For each completed year of service, after 1 year, an employee made redundant shall receive three weeks pay for each year of service up to a maximum of sixty (60) weeks pay.

33.6 Redundancy Payments on Termination

In the event of the employer terminating the employment of an employee on account of redundancy, it shall give the employee a detailed statement of entitlements where practicable, at least two weeks prior to the date of termination, together with a statement of service setting out the employment record and reason for termination of the employee. An employee accepting redundancy shall not be entitled to be re-engaged in less than six months.

33.7 Notification to the Commonwealth Employment Service

Where a decision has been made to terminate the employment of employee, the employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

33.8 Time Off to Seek A Job

The employee on notice of retrenchment shall be entitled to time off as per the following scale without loss of pay, in order to seek other employment, proof of which may be required by the employer.

- (a) Employees up to 3 years, 2 days paid leave to seek other employment.
- (b) Employees up to 5 years, 4 days paid leave to seek other employment.
- (c) All other employees 5 days paid leave to seek other employment.

33.9 Superannuation

Superannuation shall be paid in accordance with the relevant trust deed.

33.10 Exceptions

Redundancy shall not apply where employment is terminated as a consequence of conduct that justified instant dismissal including malingering, inefficiency, or neglect of duty. Redundancy shall not apply to casual employees, or for

persons engaged to complete a specific task or tasks. Redundancy shall not apply where an employee advised of a pending redundancy, elects to terminate their services prior to the date nominated by the employer.

Employees with less than 12 months weekly service at the time of retrenchment are not entitled to a severance payment.

33.11 Legal Entitlements

All legal entitlements will be paid out, such as:-

- (a) Long Service Leave, after 5 years service;
- (b) Annual Leave and Annual Leave Loading as legally required in New South Wales.

33.12 Access to the Employer's Facilities

The employer shall allow an employee who has been given notice, and subject to the approval of their supervisor, reasonable access to the employer's facilities to contact prospective employers and arrange interviews.

33.13 Leaving Employment During Period of Notice

The Company shall permit the employee who has been given notice to leave employment during that period by giving one week's pay in lieu and still receive the redundancy payment prescribed by sub clause 33.5 of this clause. In this situation redundancy payments will be calculated up to and including the date of termination of employment.

34. LATENESS

Where an employee is late for work, the employer shall have the option of sending the employee home without pay by taking into account such factors as:

- (a) Reason for lateness;
- (b) Whether the employer has hired a replacement casual employee.

35. RIGHT OF ENTRY

35.1 In accordance with Section 733 of the Industrial Relations Act, 1991, as amended, an officer of the union duly authorised may enter the employer's enterprise. Provided that such officer shall not wilfully hamper or hinder the



employees during their working time and may interview employees or converse with them in any lunch-time or non-working time.

- 35.2 In all other respects, Section 733 of the Industrial Relations Act, 1991, as amended, shall apply.

36. MIXED FUNCTIONS

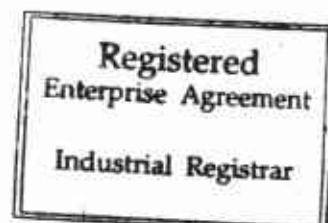
- 36.1 Should an employee engaged at a higher paid class of work be transferred temporarily to a lower paid class of work, they shall continue to receive the higher rate during such transferred temporary employment.
- 36.2 An employee, who is required to do work carrying a higher rate than their ordinary classification for 2 hours or more on any day or shift, shall be paid at the higher rate for the whole of the day or shift.
- 36.3 Subject to sub clause 36.2, of this clause, an employee who, on any day or shift, is required to do work of a higher paid classification for at least one hour shall be paid the rate prescribed for such work whilst so engaged.
- 36.4 While an employee is under training and supervised, they will retain existing wage rates for a training period as a guide of 152 hours (or 4 weeks) (and paid freezer allowance if working in freezers) in any one job.

37. SAVINGS PROVISIONS

- 37.1 No employee shall, as a result of the operation of the Agreement, suffer any loss of wages or other benefits which the employee enjoyed prior to the commencement of the Agreement unless the benefit was exchanged for another benefit or gain.

38. UNION FEES

- 38.1 An employee who requests to have his/her Australasian Meat Industry Employees Union NSW Branch membership fees and who signs an authority to deduct form to this effect shall have such fees deducted from their wages.
- 38.2 The employer shall forward such fees as deducted from an employee's wages to the Australasian Meat Industry Employees Union NSW Branch on a regular basis or otherwise as agreed between the employer and the union.



39. FIRST AID

39.1 All employees who hold a current First Aid Certificate will receive an allowance of \$7.07 per week.

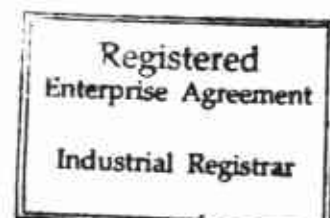
40. NO EXTRA CLAIMS

Subject to the provisions of clause (25) Wages and clause (41) Commitment to Further Consultation) it is a condition of the agreement that the A.M.I.E.U (NSW) Branch and employees covered by this agreement will not pursue any or extra claims for the duration of this agreement.

41. Commitment to Further Consultation

The parties recognise that there are a number of issues that need to be addressed during the life of this Agreement. It is the intention of the parties to include these issues in the next Enterprise Agreement, or if resolved sooner, to seek to amend this Agreement. The parties agree that whilst meaningful discussions are taking place the status quo shall remain.

1. Sick Leave - The parties agree to discuss and implement a procedure to curb abuse of excessive absenteeism on Saturday and Sunday as a matter of urgency.
- (2) Cold Storage Employees Driving Trucks Within the Yard - Driving of trucks for Nestle Dairy Products from the parking area to the docks limited to the TDG premises, for the purpose of loading and unloading vehicles is at the present time not covered by this Agreement, or the Award. However, the parties have agreed that the present arrangements shall continue, ie the Cold Storage employees will carry out these duties whilst meaningful discussions regarding this issue continue.
- (3) Drivers Loading and Unloading Trucks - The Company acknowledges that there are No provisions in the current Agreement or Award for the loading and unloading of trucks by drivers and concedes this gives flexibility and productivity, efficiency gains. The Company only allows this practice with TDG's own drivers and vehicles. The Parties agree that the status quo will remain whilst meaningful negotiations, between the parties continue to resolve this issue.



42. SIGNATORIES

Signed for an on behalf of:

TDG Cold Storage

J. Spina

In the presence of

J. H. H. H.

Dated this 1st day of June ~~1998~~ 2000

The Australasian Meat Industry
Employees' Union - New South
Wales Branch

C. Donzau



In the presence of

[Signature]

Dated this 5th day of JUNE ~~1998~~ 2000



SCHEDULE A - WAGE RATES

MONETARY RATES

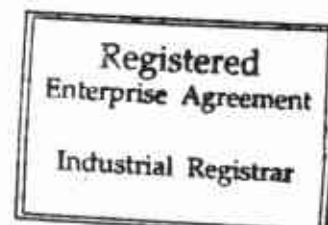
Adult Basic Wage: \$121.40 per week

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from the 1st April 2000 shall be as follows:

ADULT WEEKLY WAGE RATES				
Classification	Weekly Rate	Hourly Rate Mon- Fri	Hourly Rate Saturday	Hourly Rate Sunday
Order Picker / General Hand	\$540.05	\$14.2118	\$21.3178	\$24.8706
Multiskilled Operator	\$571.40	\$15.0373	\$22.5559	\$26.3152
Receiving & Despatch Co- ordinator	\$605.05	\$15.9226	\$23.8840	\$27.8645
Leading Hand	\$605.05	\$15.9226	\$23.8840	\$27.8645

The minimum ordinary rates of pay for Permanent and Part Time Employees for each classification from the 1st April 2001 shall be as follows:

Classification	Weekly Rate	Hourly Rate Mon-Fri	Hourly Rate Saturday	Hourly Rate Sunday
Order Picker General Hand	\$561.65	\$14.7803	\$22.1704	\$25.8655
Multiskilled Operator	\$594.26	\$15.6385	\$23.4578	\$27.3673
Receiving and Dispatch Co- ordinator	\$629.26	\$16.5595	\$24.8393	\$28.9791
Leading Hand	\$629.26	\$16.5595	\$24.8393	\$28.9791



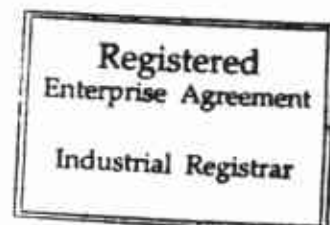
The minimum ordinary rates of pay for Casuals Employee's for each Classification from the 1st April 2000 shall be as follows

Grades	Hourly Rate Mon-Fri	Hourly Rate Saturday	Hourly Rate Sunday
Order Picker General Hand	\$17.5288	\$26.2933	\$32.6754
Multiskilled Operator	\$18.5465	\$27.8194	\$32.4562

The minimum ordinary rates of pay for Casuals Employee's for each Classification from the 1st April 2001 shall be as follows

Grades	Hourly Rate Mon-Fri	Hourly Rate Saturday	Hourly Rate Sunday
Order Picker General Hand	\$18.2299	\$27.3449	\$31.9023
Multiskilled Operator	\$19.2884	\$28.9326	\$33.7547

NOTE: The overall rate of pay for casual employee's shall be based on the ordinary rates of pay for permanent and part time employee's.



SCHEDULE B - ALLOWANCES GENERALLY

- (a) The employer will supply and launder the following protective clothing suitable to the nature of each employee's work: overalls, boots, gloves, or if working in a freezer room, blanket suit, gloves, freezer boots, suitable head covering and overalls if requested.

Providing that an employee shall receive a laundry allowance in lieu of the employer being able to provide laundering for the said protective clothing as set out below.

Where the employer is providing the above, an employee shall owe a duty of care to the employer for all protective clothing and equipment supplied to the employee during the course of duty and if the employee damages or loses the issue wilfully or negligently, the employee shall reimburse the employer.

Item No.	Clause No.	Brief Description	Amount \$
1	27.27	Freezer Allowance - Below minus 18 degrees	\$1.29 per hour
2		Laundry Allowance - Overalls Freezer Suits	\$3.38 per week \$1.92 per week
3	39	First Aid Allowance	\$7.07 per week

