

REGISTER OF  
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TITLE: TDG Cold Storage Blacktown Enterprise Agreement 1997



COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees under the terms of Cold Storage and Ice Employees (State) Award at the Blacktown Site.

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



T D G COLD STORAGE PTY LTD



ENTERPRISE

AGREEMENT

03 MARCH 1997

## 1. ARRANGEMENT

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**SCHEDULE B**  
**Allowances Generally**

*Exhibit 1*  
*[Signature]*

2. TITLE

This document shall be known as the TDG BLACKTOWN COLD STORAGE ENTERPRISE AGREEMENT 1996, hereinafter called the Agreement.

3. DEFINITIONS

The parties to the Agreement shall be TDG Cold Storage Pty Ltd, hereinafter called the employer, the employees engaged by the employer at the Blacktown 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 Cold Storage Enterprise ~~Agreement~~ <sup>Award</sup> 1994 Award (IRC 1917/94) NSW and the Cold Storage and Ice Employees (State) Award of NSW, hereinafter called the Award.

The provisions contained in the <sup>Agreement</sup> ~~Award~~ which had application at the ~~Prospect~~ <sup>Blacktown</sup> 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 1998. The parties shall commence to negotiate a new Agreement in March 1998 and in the event a new agreement is not filed and registered to replace the Agreement by April 1998, they may elect to continue with the terms and conditions of this Agreement until such a new agreement is finalised and registered.

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

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*[Signature]*

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 three (3) 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 three 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 degree 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-eight 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
- 8.3 A casual employee shall not be engaged for less than four hours on any one start.
- 8.4 The employer shall not engage more than three casuals at any one time except for the purposes of hand unloading or hand loading containers.
- 8.5 A casual employee shall terminate at the conclusion of his/her shift and may be re-engaged for another shift at the discretion of the employer.

## 9. CLASSIFICATIONS

The following employee classifications structure shall apply:

- [a] A Grade 8 employee shall be a Senior Leading Hand who will be appointed to reflect the higher level of responsibility expected of the employee.
  - [i] Such appointments, and the number of Grade 8 employees required on individual sites, will be at the discretion of the employer.
  - [ii] A Grade 8 may be the operator to whom a Grade 7 reports.
  - [iii] Grade 8 employees shall be capable of and may perform any duties of grades 2-7.
  
- [b] A Grade 7 employee is one who is appointed as a Leading Hand and is responsible for the routine operation of a warehouse/cold store or a large section of a warehouse/cold store.
  - [i] Shall possess a highly developed level of interpersonal and communication skills.
  - [ii] 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 his/her charge.
  - [iii] May be in charge of any number of employees as designated by the employer.
  - [iv] Shall implement quality control techniques and procedures.
  - [v] shall have appropriate VDU/keyboard skills.
  - [vi] Shall be competent to perform the following skills:
    - \* liaising with management, suppliers and customers with respect to store operations.
    - \* maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports of stock movements, dispatches etc.
  - [vii] Shall exercise discretion within the scope of this grade.
  - [viii] Grade 7 employees shall be capable of and may perform any duties of grades 2-6.



- [c] A Grade 6 employee is one who:
- [i] Shall have the knowledge to identify the correct use of cartons in respect of various export markets.
  - [ii] Shall be able to place correct port markings on export cartons and containers.
  - [iii] Shall be able to mark and collate individual weights of cartons of export and local catchweight product.
  - [iv] Shall attend to carcass weight procedures and identification of product as defined by management.
  - [v] Grade 6 employees shall be capable of and may perform any duties of grades 2-5.
- [d] A Grade 5 employee is an employee who is wholly or principally engaged in the checking of goods in and out of storage or containers on the employers premises and who may be required by the employer to perform other duties from time to time.
- [i] shall have appropriate VDU/keyboard skills.
  - [ii] Shall have basic literacy and numeracy skills.
  - [iii] Shall be capable of and may perform any duties of grades 2-4.
- [e] A Grade 4 employee is an employee who is principally engaged in operating machinery for which a certificate of competency is required [e.g., fork lift operation, fixed track pallet, stacker crane operation etc.] and:
- [i] shall be responsible for unloading and loading vehicles;
  - [ii] Shall attend to in loading and out loading procedures;
  - [iii] Shall attend to pallet consolidation and product tying if required;
  - [iv] shall perform the storage and retrieval of stock in and from the warehouse;
  - [v] Shall attend to battery maintenance and recharging procedures;
  - [vi] Shall carry out running repairs of a mechanical nature with appropriate training;
  - [vii] Shall be involved in scanning operations;
  - [viii] Shall be capable of and may perform any duties of grades 2-3.

NOTE: Employees operating forklifts shall hold the required certificate of competence pursuant to Section 17 of the Construction and Safety Act (NSW) as amended.

[f] A Grade 3 employee is an employee who spends not less than two thirds of his working time performing the function of order picking by carton, and:

[i] shall have appropriate VDU/keyboard skills.

[ii] Shall be capable of and may perform any duties of Grade 2.

[g] A Grade 2 employee means an employee handling products or goods received to be refrigerated including going into loose trucks or containers and who may be required to carry /transport products or goods into or out of refrigerated storage or processing rooms, and:

[i] shall be required to operate manual, mechanical or electrical equipment for which no licence is required;

[ii] Shall stack or consolidate pallet loads;

[iii] May attend to battery maintenance and recharging procedures for pallet transporters;

[iv] May be required to operate an electric scrubber and attend to basic non-trade maintenance;

[v] Shall attend to store cleaning duties of a general nature;

[vi] After proper training , shall:-

\* be responsible for the quality of his own work subject to detailed direction;

\* work in a team environment and/or under supervision;

\* undertake duties in a safe and responsible manner;

\* possess basic interpersonal and communication skills.

[vii] Shall be competent to perform one or more of the following tasks/duties or a combination thereof:-

\* storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;

\* preparation and receipt of appropriate documentation including liaison with suppliers;

- \* allocating and retrieving goods from specific store areas;
- \* basic VDU/keyboards skills;
- \* periodic housekeeping and stock checks.

[h] A Grade 1 employee shall mean a new employee who will remain a trainee for a period of up to three months, and:

[i] Shall perform routine duties associated with the operation of a warehouse/store under direct supervision and requiring minimal judgement;

[ii] Shall receive such in-house training as may be required.

## 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 5 consecutive days during the following hours. All ordinary hours for day and shift workers will be worked in consecutive hours on consecutive days.

<u>Dayshift:</u>	Monday to Friday	5.00am to 6.00pm
	Saturday	5.00am to 2.00pm

Afternoon shift: shall be a shift which finishes ordinary hours after 6.00pm and before midnight Monday to Saturday.

Night Shift: shall be a shift which finishes work after midnight but before 7.00am Monday to Saturday.

All work performed at ordinary time on Saturday will be paid at ordinary time plus 50% (Refer to Schedule A - Saturday ordinary hourly rate).

### 10.2 Shift Allowance

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

Afternoon shift:	20%
Night shift:	30%

### 10.3 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 a 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 subclause 10.3.
- 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 rostered in accordance with either subclause 10(b)(iii) or 10(b)(iv) shall:
- (a) accumulate one RDO in each four week work cycle; and
  - (b) not take a 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 his/her 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 with an employee for purposes of subclause 13.1 (c).

- 13.4 During the months of May to September an employee may volunteer to work on his/her RDO accumulated during his/her 4 week cycle and be paid at the ordinary rate in addition to his/her 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 his/her 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 or 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 he/she would have been paid for the working of the overtime.
- 14.8 An employee who works overtime whilst on afternoon shift or night shift shall be paid at double time the ordinary rate. If such employee works overtime in order to replace a casual employee.

- 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 he/she worked for 4 hours at the overtime rate.

## **15. AUTHORISED BREAKS INCLUDING MEAL TIME**

- 15.1 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 unloading of a truck commenced before the meal break was to be taken and 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.

- 15.2 The meal break for an employee on day shift shall be for 30 minutes and be unpaid.

- 15.3 An employee on afternoon shift or night shift shall receive a paid meal break of 20 minutes.

- 15.4 In addition to the meal break an employee shall be entitled to a 20 minutes paid break during the course of his/her work shift.

- 15.5 An employee engaged in the unloading of stock from a truck shall continue the unloading and receipt of the stock until complete and shall secure the stock in the proper procedure for refrigeration or freezer to be applied to the stock before taking the work break.

- 15.6 The employer and the employee may decide when authorised breaks are to be taken to best suit the needs of the enterprise.

## **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, Eight Hour Day, Christmas Day, Boxing Day, all proclaimed public holidays for the State and the annual picnic day of the Australasian Meat Industry

Employees' Union, New South Wales Branch of which day one month's notice shall be given by union to employers.

- 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.
- 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 and the picnic day 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 [including the picnic day] 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.

## **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 he/she would have made alternative arrangement 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, defacto, 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 as defined at subclause 17.4.

17.6 For the purposes of this clause an employee taking family leave shall not have his/her 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.

## 19. ANNUAL LEAVE LOADING

19.1 At the time an employee is given and takes his/her 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 his/her annual leave, a 17.5% loading for all time taken as annual leave providing the employee has worked 12 continuous months since his/her commencement date anniversary with the employer.
- 19.3 No loading is payable to an employee who takes annual leave wholly in advance.
- 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 he/she is entitled, he/she shall be paid a loading as at subclause 19.2.
- [b] Except as provided by paragraph (a) of this subclause no loading is payable on the termination of employee's employment.
- 19.5 An employee who commences annual leave before he/she has completed 12 continuous months of employment since his/her 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 subclause 19.5 above shall prevent an employee and the employer from making other mutually acceptable arrangements.

## 20. SICK LEAVE

An employee who, after not less than three months continuous service in his/her employment with the employer is unable to attend for duty during his/her 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 his/her own serious and wilful misconduct) shall be entitled to be paid for such non-attendance the amount of his/her 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 his/her employment and is receiving compensation under the Workers; Compensation Act, 1987, as amended, the employer shall pay to such employee, if he/she so requests, in addition to such compensation, the difference between the amount of the compensation and his/her ordinary time rates of pay (exclusive of overtime and other penalty payments) with a minimum payment not exceeding the balance, if any, of his/her 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 his/her 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, he/she 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 his/her 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 he/she is or was 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.

- [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 tens 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 his/her 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 subclause, shall be available to the employee whilst he/she remains in the employ of the employer.
- 20.8 An employee, who unreasonably refuses the interview or unreasonably refuses or prevents the examination specified in subclause 14.3 of this clause, shall not be entitled to payment for the period during which he/she is 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 he/she 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 his/her 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 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 he had not been on such leave.

21.2 The right to such leave 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

21.1 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 his/her 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 his/her union office and the manager may refer the matter to his/her enterprise 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 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 the procedure at subclause 22.1 is being followed.
- 22.4 No side shall be prejudiced in the final outcome of a resolution by following the status quo provision as at subclause 22.3 above.
- 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 him/her;
  - (b) the employee shall be entitled to place his/her 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 his/her 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 his/her 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.

24.3 The employer shall compensate bank and government charges on one withdrawal per week of the employee's wage by adding such charge to the employee's wages.

#### **25. WAGES**

Wages shall be paid in accordance with schedule A at the rear of the Agreement.

#### **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 to clause 26.4 above 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 to a permanent employee who regularly works in the freezer chamber a weekly allowance of \$46.00.

27.2 The freezer allowance shall be paid for all purposes of the Agreement but shall only apply whilst the employee is so engaged.

27.3 For purposes of the clause a freezer chamber shall be a chamber where the temperature operates below minus 18 degrees celsius.

## 28. ALLOWANCES GENERALLY

Work related allowances, other than freezer allowances, shall be paid as in Schedule B at the rear of the Agreement.

## 29. ACCIDENT PAY

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

(i) "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.

(ii) "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.

(iii) "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



26.5 In addition to clause 26.4 above the ICC 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 an employee (permanent, part-time, casual) who works in the freezer chamber an allowance of \$1.21 per hour for work done in the freezer chamber.

27.2 For each hour of overtime worked the freezer allowance of \$1.21 per hour shall be paid in addition to the overtime rate.

27.3 The freezer allowance shall be paid for all purposes of the Agreement excluding overtime as per clause 27.2 above.

27.4 For purposes of the clause a freezer chamber shall be a chamber where the temperature operates below minus 18 degrees celsius.

## 28. ALLOWANCES GENERALLY

Work related allowances, other than freezer allowances, shall be paid as in Schedule B at the rear of the Agreement.

## 29. ACCIDENT PAY

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

(i) "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.

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(iii) "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 his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his employer proof of his attendance, the duration of attendance and the amount received in respect of such jury service. The provisions of this clause do not apply to employees of The Metropolitan Meat Industry board.

### 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 per in the table above.
- 32.3 An employee wishing to terminate his/her 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 his/her 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 his or her 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 his/her 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 subclause 30.5 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, he/she 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 his/her 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 subclause (33.2), 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, he/she 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 union membership fees and who signs an authority to deduct from to this effect shall have such fees deducted from his/her wages.
- 38.2 The employer shall forward such fees as deducted from an employee's wages to the union on a regular basis or otherwise as agreed between the employer and the union.



C. Donzau

Signed for and on behalf of the Australasian Meat Industry Employees Union (NSW Branch).

**TDG COLD STORAGE PTY LTD**  
PO BOX 6601  
BLACKTOWN BUSINESS CENTRE 2148

 17/2/97

Brad J O'Connor  
Signed for and on behalf of TDG Cold Storage Pty Ltd



SCHEDULE A

WAGE RATES

Weekly wages to be paid for each classification shall be as follows:

Upon Agreement.

01/01/96 ADULT WEEKLY RATE			
GRADE	Old Rate per week	Increases per week	New Rate per week
1	\$410.40	\$34.19	\$444.59
2	\$410.40	\$34.19	\$444.59
3	\$422.90	\$34.19	\$457.09
4	\$433.20	\$34.19	\$467.39
5	\$440.90	\$34.19	\$475.09
6	\$440.90	\$34.19	\$475.09
7	\$466.50	\$34.19	\$500.69
8	\$477.80	\$34.19	\$511.99

Productivity increases (As soon as scheme is agreed to)

PRODUCTIVITY INCREASES			
GRADE	Old Rate per week	Increases per week	New Rate per week
1	\$442.59	\$9.00	\$451.59
2	\$442.59	\$9.00	\$451.59
3	\$455.09	\$9.00	\$464.09
4	\$465.39	\$9.00	\$474.39
5	\$473.09	\$9.00	\$482.09
6	\$473.09	\$9.00	\$482.09
7	\$498.69	\$9.00	\$507.69
8	\$509.99	\$9.00	\$518.99

To apply from the first full wage period on or after - 01/08/96

ADULT WEEKLY RATE			
GRADE	Old Rate per week	Increases per week	New Rate per week
1	\$453.59	\$10.98	\$464.57
2	\$453.59	\$10.98	\$464.57
3	\$466.09	\$10.98	\$477.07
4	\$476.39	\$10.98	\$487.37
5	\$484.09	\$10.98	\$495.07
6	\$484.09	\$10.98	\$495.07
7	\$509.69	\$10.98	\$520.67
8	\$520.99	\$10.98	\$531.97

To apply from the first full wage period on or after - 01/01/97

ADULT WEEKLY RATE				
GRADE	Old Rate per week	Increases per week	New Rate per week	New Rate per hour
1	\$464.57	\$10.98	\$475.55	\$12.5144
2	\$464.57	\$10.98	\$475.55	\$12.5144
3	\$477.07	\$10.98	\$488.05	\$12.8434
4	\$487.37	\$10.98	\$498.35	\$13.1144
5	\$495.07	\$10.98	\$506.05	\$13.3171
6	\$495.07	\$10.98	\$506.05	\$13.3171
7	\$520.67	\$10.98	\$531.65	\$13.9907
8	\$531.97	\$10.98	\$542.95	\$14.2881

ADULT WEEKLY RATE	
GRADE	Saturday ordinary hourly rate
1	18.7717
2	18.7717
3	19.2651
4	19.6717
5	19.9756
6	19.9756
7	20.9861
8	21.4322

SCHEDULE B

ALLOWANCES GENERALLY

- [c] 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 follows:

1.	Freezer	\$1.21/hour
2.	Laundry Overalls	\$3.25/week
	Freezer Suits	\$8.00/month

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.

- [b] Meal Allowance

3.	First Meal	\$7.00
	Additional Meal	\$4.40

- (i) Meal allowance shall only be paid if an employee is required to work for more than one and a half hours after his/her rostered finishing time of ordinary hours.
- (ii) An additional meal allowance shall be paid if the employee is required to work a further four hours of overtime after the first meal allowance period has expired.

First Aid Allowance \$6.80