

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/8

**TITLE:** Cold Storage Enterprise Agreement 2003

**I.R.C. NO:** IRC3/3987

**DATE APPROVED/COMMENCEMENT:** 4 August 2003

**TERM:** 29

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/38

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Frigmobile Pty Ltd, located at Jemma Rd, Lurnea NSW 2170, and Woodmasons Pty Ltd located at Birnie Ave, Lidcombe NSW 2141, engaged in the classifications of Grades 1-8 and who fall within the coverage of the Cold Storage Enterprise Award 1998

**PARTIES:** Frigmobile Pty Limited, Woodmasons Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

# COLD STORAGE ENTERPRISE AGREEMENT - 2003

Frigmobile Pty Limited Woodmasons Pty Limited and Australasian Meat Industry Employees' Union (N S W Branch)

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## **2. Application**

This agreement shall apply to the employment of persons classified in clause 3, Definitions, herein by those nominated companies at their nominated locations and shall be read in conjunction with the Cold Storage Enterprise Award 1998 (308 IG 375). To the extent of any inconsistency this agreement shall apply.

The nominated companies are:

Frigmobile Pty Ltd, Jemma Road, Lurnea, 2170  
Woodmasons Pty Ltd, Birnie Ave. Lidcombe, 2141

### 3. Definitions

3.1 The following definitions shall apply to this agreement:

- (a) "The Union" shall mean the Australasian Meat Industry Employees Union, New South Wales Branch.
- (b) "The Federation" shall mean Employers First™.

3.2 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 their 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 checking 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 vehicles;
  - (ii) Shall attend to outloading procedures;
  - (iii) Shall attend to pallet consolidation, product tying and shrink wrapping if required;
  - (iv) Shall attend to battery maintenance and recharging procedures;
  - (v) Shall carry out running repairs of a mechanical nature with appropriate training;
  - (vi) Shall be involved in scanning operations;
  - (vii) 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 their working time performing the function of order picking by carton, and :
  - (i) Shall possess 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 their 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/keyboard 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.

#### **4. Part-Time Employment**

Due to the exigencies of this service industry part-time employment is essential for the future growth of this industry.

- 4.1 "Permanent Part-time employee" means a weekly employee who is employed by the week to work regularly a minimum of 20 hours and less than 38 hours per week.
- 4.2 An employee so engaged shall be paid per hour one thirty-eight of the weekly rate prescribed in Clause 7, Wages for the grade in which the employee is engaged.
- 4.3 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.
- 4.4 Any part-time employee will be given preference for any suitable permanent position in the Company that may become available.

#### **5. Contract of Employment**

- 5.1 Employees shall be employed on a full time or casual basis. Full time permanent employees shall be employed for an average of 38 ordinary hours per week. Where an employee is engaged on a weekly basis the employment may be terminated by the employee by one week's notice or forfeiture of a week's wages in lieu of such notice or by the employer by giving notice in accordance with Section 170CM(2) of the *Australian Workplace Relations Act 1996*, as amended or by the payment thereof in lieu of such notice. The scale for notice is:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years bur not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice is increased by 1 week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer.

- 5.2 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.
- 5.3 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.
- 5.4 "Casual employees" shall mean an employee engaged and paid by the hour. Casual employees may be employed for not less than four hours at each start and shall be paid at the hourly rate of one thirty-eighth of the weekly wage for an appropriate Grade plus a loading of 15 per centum. The said loading shall compensate casual employees for sick pay.

NOTE: A casual required to work on a Saturday and/or Sunday will be paid the appropriate loading as set out in Clause 9 of this Agreement prior to application of the 15% loading. Furthermore, the rate prescribed by this clause for casual employment is exclusive of the one-twelfth pro-rata annual holiday entitlement due to casual employees under the terms of the *Annual Holiday Act 1944*.

- 5.5 A "fixed term employee" shall mean an employee engaged on a weekly basis for a specified period.
- 5.6 All new weekly 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.
- 5.7 In order to promote labour flexibility in the industry 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.

Where the company has made a definite decision to introduce major changes in warehousing and distribution systems, procedures, organisations, structure and or technology that are likely to have significant effects on the employees, the company shall discuss the relevant issues with the union delegates and shall endeavour to notify the AMIEU official/s prior to any changes being introduced with the relevant employees;

- (c.) Employees shall accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee within the employee's Grade;

- (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 new 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 and the employer shall comply with the relevant Occupational Health and Safety procedures and the relevant Act.

## **6. Disputes Procedure**

- 6.1 Should a dispute of any nature arise, in the future, at the works of an employer specifically, the following procedure shall apply:
- (a) there shall not be a cessation of work, which includes the holding of a stop work meeting;
  - (b) the dispute shall forthwith be submitted to the management by the Union delegate;
  - (c) in the first instance, the grievance should be dealt with quickly and effectively between the job delegate/s and the management should there be no resolution, further discussions will be arranged between the President or Secretary of the Union or other official(s) designated by the Union and the company;
  - (d) during these discussions, a 'status quo' shall remain and work shall proceed normally and in a manner that existed prior to the dispute;
  - (e) if unresolved, the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.
- 6.2 Should a dispute of any nature arise, in the future, that applies to the industry generally, the following procedure shall apply:
- (a) there shall not be a cessation of work, which includes the holding of a stop work meeting;
  - (b) the dispute shall forthwith be submitted to the Senior Management by the Union;
  - (c) The Senior Management shall discuss the dispute with the President or Secretary of the Union or other official(s) designated by the Union;
  - (d) failing agreement the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.
- 6.3 In any event, products shall never be exposed to temperature deterioration.
- 6.4 Disciplinary Leave
- (a) In lieu of dismissal for an action other than wilful misconduct, the employer and employees' representative may agree to direct the employee concerned on disciplinary leave. Such leave shall be without pay and shall be for a period of not less than one (1) working day and not more than 20 working days.

- (b) This option may only be exercised once in any 12 month period for an individual employee.

## **7. Wage Rates and Allowances**

The minimum rates of pay for each classification and work related allowances are set out in APPENDICES 'A' & 'B', attached to this Agreement.

## **8. Payment of Wages**

- 8.1 Wages shall be paid by electronic funds transfer, cheque or cash, the method for which is at the employer's discretion.
- 8.2 Wages may be paid weekly, fortnightly or monthly by agreement between the employee and employer.
- 8.3 Casual employees shall be paid weekly.

## **9. Hours and Shift Work**

### **9.1 Dayworkers**

- (a) The ordinary hours of work shall be an average of 38 hours each week, Monday to Sunday, worked on no more than 5 consecutive days as set out in sub-clause 9.3. The spread of hours will not exceed 12 hours, set by agreement between the company and appropriate employee(s) between a range of from 5.00am and 7.00pm.
- (b) Where ordinary time is worked on a Saturday, a pay rate equivalent to time and one half (T1½) of the ordinary pay rate will be paid for all ordinary time worked and for ordinary time worked on a Sunday, a pay rate equivalent to time and three quarters (T¾) of the ordinary pay rate.
- (c) An employee shall not be required to work more than five hours without an unpaid meal break for lunch except six hours may be worked without a break for a meal by agreement between the employer and appropriate employee(s):
- (i) Where employees are working in accordance with the provisions of subclause 9.3(b)(ii);  
or
- (ii) Where a casual or part-time employee is engaged to work no more than 6 hours in any one day.

### **9.2 Shift Workers**

- (a) Definitions:
- (i) "Afternoon shift" means any shift finishing after 7.00 p.m. and on or before midnight, Monday to Sunday.
- (ii) "Night shift" means any shift which finishes after midnight and on or before 6.00 a.m. Monday to Sunday.
- (b) Shift Allowances:
- |                  |     |
|------------------|-----|
| Afternoon shift: | 20% |
| Night shift:     | 30% |
- (c) A paid crib break of 20 minutes shall be allowed during any afternoon or night shift which shall be considered the employee's meal break.
- (d) Any overtime worked on an afternoon shift or night shift shall be paid at the rate of double time.



- (e) Shift workers rostered on a shift the major portion of which is performed on a Saturday, Sunday or public shall be paid as follows:

(i)	Saturday:	At the rate of double time.
(ii)	Sunday:	At the rate of double time.
(iii)	Public holiday:	At the rate of double time and a half

The penalty rates prescribed by this subclause for work on a Saturday or Sunday shall be payable in lieu of the shift allowances prescribed in subclause 9.2[b] hereof.

### 9.3 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 on consecutive days during each week in shifts of not less than four and not more than twelve consecutive hours, unless agreed between the employer and the employee(s).
- (b) The employer reserves the right to discuss the flexibility of the rostering of hours with employees and furthermore, to withdraw by agreement between the company and such new employee the provision of rostering ordinary hours of work around a regular RDO system for employees commencing employment after the date of registration of this agreement.
- (c) The method or methods of operating not less than 7.6 hours per day may be any of the following to be implemented at the discretion of the employer in consultation with Employee/Union:
  - (i) by employees working less than 8.0 ordinary hours each day; or
  - (ii) by employees working less than 8.0 ordinary hours on one or more days; or
  - (iii) by rostering employees off on various days of the week during a particular work cycle so that each 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) by rostering employees off on various days of the week during a particular work cycle so that each employee is rostered off on one or more days during that cycle.
  - (v) 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.

- (d) Where the method of implementation is organised in accordance with paragraph (c)(iii) and (c)(iv) agreement may be reached between an employer and the employees concerned to accrue up to a maximum of eight (8) rostered days off.
- (e) By agreement with the employees/union concerned, payout of RDO's may occur with a minimum payment of 5 days and a maximum of 12 days with payout to be at current rates. An employer may postpone the taking of a rostered day off (where that is the method of implementation) to another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation. The substituted day shall be agreed between the employer and the employees/union concerned.
- (f) Starting and ceasing times may be alterable by no less than 48 hours notice. This can be varied where there is agreement between an employer and the employee(s) concerned.

### **10. Overtime**

- 10.1 Overtime at the rate of time -and-one-half for the first two hours and double time thereafter shall be paid in the following circumstances:
  - (a) Where daily hours exceed the prescribed ordinary hours for the day.
  - (b) Where the hours exceed the prescribed ordinary hours for the week.
  - (c.) Before or after agreed starting and finishing times.
- 10.2 An employee called upon to work overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment of four (4) hours except where overtime is worked in conjunction with ordinary rostered hours of work on such days when normal overtime or public holiday provisions will apply.

### **11. Meals and Meal Breaks**

- 11.1 Lunch shall not be less than half an hour and not more than one hour between the hours of 11.00 a.m. and 2.00 p.m. Other arrangements as to lunch time may be made between the employer and the employee.
- 11.2 Unless otherwise agreed to between the employee and the employer, an employee called upon to work more than one and a half hours after his normal ceasing time shall be allowed a meal break of not less than one half hour or more than one hour.
 

This break will be taken by mutual agreement at the end of his normal ceasing time or at the conclusion of the period of overtime.
- 11.3 Subject to subclause 11.2 of this Clause, if no meal hour or less than the prescribed meal hour is allowed employees shall be paid double the rates awarded for that day for the difference between the time which they have been allowed off and that which they should have been allowed off.
- 11.4 An employee required to work overtime for more than one and a half hours after the normal ceasing time shall be paid the amount set out in Schedule B subclause [c][i] and an additional amount as set out in Schedule B subclause (c)(ii) of this agreement for each further four hours worked.
- 11.5 An employer may implement measures to enable the employer:
  - (a) to require the alteration of a scheduled meal break for one or more employees if the employer considers such alteration is necessary in order to meet a requirement for continuity of operations;
  - (b) to stagger the taking of meal and rest breaks to meet operational requirements.

When at the date of the 38 hour week coming into operation, where smokos and time out are provided as part of the agreed breaks, then smokos shall be deleted for all purposes.

## **12. Dressing Time**

On commencing work for the day, a 'freezer hand' employee shall be allowed ten minutes in which to dress for his work and such time shall count as time worked.

## **13. Sundays and Public Holidays**

- 13.1 The following days shall be recognised as holidays in the industry: New Year's Day, Australia Day, Good Friday, Easter Saturday, 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.
- 13.2 For all overtime worked on a Sunday, double rates shall be paid with a minimum payment of four hours at such rate.
- 13.3 Time worked on holidays defined in this clause shall be paid for at the rate of double time and one-half with a minimum payment of 4 hours at such rate.
- 13.4 All weekly 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.
- 13.5 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 they work provided the employee has not ceased work without permission, on such said day.
- 13.6 The employers 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:
  - (i) Substituting of days in lieu of the taking of public holidays [including the picnic day] during peak periods;
  - (ii) Where substitution does occur the day or days may be taken in half day lots by agreement;
  - (iii) 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;
  - (iv) Minimum payment of 4 hours on public holidays.
- 13.7 Where an employee's work roster does not provide for work on a gazetted public holiday or union picnic day, the employee shall be entitled to payment for the day at the appropriate classification rate.

## **14. Sick Leave**

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

- 14.1 Where an employee is absent from duty by reason of incapacity due to an injury arising out of or in the course of employment and is receiving compensation under the *Workers Compensation Act, 1987*, as amended, the employer shall pay to such employee, if so requested, in addition to such compensation, the difference between the amount of the compensation and the ordinary time rate of pay (exclusive of overtime and other penalty payments) with a minimum payment not exceeding the balance, if any, of entitlement to paid leave of absence under this Clause.
- 14.2 An employee shall where practicable prior to and shall within two (2) hours of the commencement of such absence [where possible] inform the employer of an inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of absence.
- 14.3 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 the 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.
- 14.4 The employee shall prove to the satisfaction of the employer an inability 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.

- 14.5 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.

- 14.6 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.
- 14.7 The rights under this Clause shall accumulate from year to year so long as the 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 the employee remains in the employment of the employer.

- 14.8 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 there was an absence from duty.
- 14.9 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.
- 14.10 Provided that once an employee has had three months' continuous service with the employer a payment, within the entitlement, shall be made for any absence owing to illness that occurred during the first three months of service.
- 14.11 Service before the date of coming into force of this Clause shall be counted as service for the purpose of qualifying thereunder.
- 14.12 This Clause does not apply to casual employees.
- 14.13 Accumulated Sick Leave Payout

Notwithstanding the provisions as set out in subclause 14.7 of this clause and effective from the date of registration of this agreement, accumulated sick leave will be paid out on either of the following options:

Option 1 - Apply the agreement conditions up to the time an employee terminates with the Company. On ceasing employment, all untaken sick leave which has accumulated shall be paid out. For the purpose of this clause, termination of employment shall be the cessation of work of an employee, other than dismissal as defined in sub-clause 5.3 of clause 5 'Contract of Employment'.

Option 2 - All accumulated sick leave over 10 days in each year of employment shall be paid out to the employee in the pay period following the employee's anniversary date.

## **15. Personal Carer's Leave**

- 15.1 Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 41, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (I) the employee being responsible for the care of the person concerned; and
    - (ii) the person concerned being:
      - (a) a spouse of the employee; or

- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c.) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same

household, where for the purposes of this subparagraph:

- 1. "relative" means a person related by blood, marriage or affinity;
- 2. "Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 15.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

#### 15.3 Annual Leave

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

#### 15.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c.) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

#### 15.5 Make-Up Time

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

### 16. Annual Leave

See *Annual Holidays Act*, 1944.

### 17. Annual Leave Loading

17.1 This Clause takes effect on and from 1st January, 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 31st December, 1973.

17.2 In this Clause the *Annual Holidays Act*, 1944, is referred to as "the Act".

17.3 Before an employee is given and takes an annual holiday, or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this Clause.

(NOTE: This obligation to pay in advance does not apply where an employee takes annual holiday wholly or partly in advance - see subclause 17.7).

17.4 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Agreement.

17.5 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 31st December, 1973, under the Act and this Agreement (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), and which commences on or after 1st January, 1974, or, where such a holiday is given and taken in separate period, then in relation to each such separate period.

(NOTE: See subclause 17.7 as to holidays taken wholly or partly in advance after 31st December, 1973).

17.6 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 17.5 of this Clause, at the rate per week of 33\_ per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing his annual holiday but shall not include any other allowances, penalty rates, shift allowance, overtime rates or any other payments prescribed by this Agreement.

17.7 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: Provided that, if the employment of such an employee continues until the day when the employee would become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 17.1 of this Clause applying the Agreement rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 31st December, 1973, and entitlement to the holiday arises after that date.

17.8 Where, in accordance with the Act and after 31st December 1973, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holidays or leave without pay to the employees concerned:

- (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause 17.6 of this Clause.
- (b) An employee is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this Clause if he had become entitled to an annual holiday prior to the close down as his qualifying period of employment in completed weeks bears to 52.

17.9

- (a) When the employment of an employee is terminated by the employer on or after 1st January 1974, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee becomes entitled after 31st December 1973, such employee shall be paid a loading calculated in accordance with subclause 17.6 of this clause for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of employee's employment.

#### **18. Bereavement Leave**

- 18.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person as prescribed in subclause 18.3 of the clause.
- 18.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- 18.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause 15.1 of Clause 15 - Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 18.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 15.2, 15.3, 15.4 and 15.5 of the said clause 15. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

#### **19. Parental Leave**

See Chapter 2, Part 4, Division 1, of the *NSW Industrial Relations Act, 1996*.

#### **20. Long Service Leave**

See *Long Service Leave Act, 1955*.

#### **21. Jury Service**

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



An employee shall notify the employer as early as possible of the date upon which there is a requirement to attend for jury service, further, the employee shall give to the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **22. 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.

## **23. Training**

### **23.1 Workplace**

- (a) The parties to this agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commitment themselves to:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) removing barriers to the utilisation of skills required.
- (b) Through consultation with the employees or through the establishment of a training committee, the employer shall develop a training program consistent with:
  - (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise; and
  - (iii) the need to develop vocational skills relevant to the enterprise.

### **23.2 Union**

Employees shall be entitled to paid trade union training leave in accordance with the following provisions:

- (i) Leave is to be confined to workplace delegates or persons who have been elected as workplace representatives and who have held such or similar positions for a period of not less than 3 months, which may include broken periods of employment;
- (ii) the company is to be consulted before the nature and content of the particular course to be attended is finalised;
- (iii) leave is to be confined to 5 days per year for each employee and is not to be cumulative;
- (iv) The courses for which leave is granted are those which are conducted by the union [or its agent] and approved by the union and the company as being relevant to the industry;
- (v) the leave shall be paid for in accordance with clause 7 of this agreement, for the relevant skill level;
- (vi) applications for leave must be made to the company at least two weeks before the course commences;

- (vii) the union may nominate no more than eight persons, or half the number of delegates or representatives whichever is the lesser number, who shall be entitled to leave at the same time;
- (viii) leave may only be granted where the courses to be attended are such as to improve the employee's knowledge of industrial relations or related issues.

#### **24. Drug and Alcohol Testing of Employees**

In keeping with Occupational Health and Safety requirements, it has been agreed to by the parties to this Agreement that they will work towards an acceptable procedure for counselling employees reasonably suspected of drug or alcohol abuse where such abuse may contribute toward workplace safety.

#### **25. Right of Entry**

In accordance with Section 298 of the *Industrial Relations Act*, 1996, as amended, an officer of the union duly authorised may enter the premises of any employer party to this Agreement. 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 .

In all other respects, Section 298 of the *Industrial Relations Act*, 1996, as amended, shall apply.

#### **26. Savings Provisions**

No employee shall, as a result of the operation of this agreement, suffer any loss of wages or other benefits which the employee enjoyed prior to the operation of commencement of this agreement.

During the life of this agreement the parties commit to holding meaningful discussions regarding the operation of Dry Goods Meadow Lea site located at Lyn Parade Lurnea. The parties further agree that the pay increases contained in this agreement will not count towards the possible introduction of changes to the Dry Goods Meadow Lea site.

The parties to this agreement, agree that the payment of 15 minute blocks at the Woodmasons Homebush site which have been in place will continue to operate during the life of this agreement.

#### **27. Mixed Functions**

- 27.1 Should any employee engaged at a higher paid class of work be transferred temporarily to a lower paid class of work, he shall continue to receive the higher rate during such transferred temporary employment.
- 27.2 An employee, who is required to do work carrying a higher rate than his 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.
- 27.3 Subject to subclause (28.2), 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.
- 27.4 While employees are under training and supervised, they will retain existing wage rates for a training period as a guide of 152 hours (or 4 weeks) and be paid a freezer allowance as set out in subclause [a] of Appendix B if working in a freezer chamber in any one job.

Each employee shall be medically selected as fit to work in temperatures in excess of -25? C.

## 28. Redundancy

### 28.1 Definitions

- (a) "Redundancy" is when an actual reduction in the number of permanent employees employed in the work area shall occur as a result of economic downturn or technological change and where alternative employment cannot be found.
  - (i) Where an employee 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) "Business" includes a part of a business.
- (c) This Agreement shall apply to the permanent weekly workforce of the Company. Casual employment shall not be included for the purpose of this Agreement.
- (d) "Ordinary rate of pay" means that 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 industry allowances normally paid, such as Leading Hand allowances, First Aid Allowance, but excludes any shift allowance or overtime penalty payments.

### 28.2 Notice of Redundancy

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

- (a) Advise its 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) Any 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.

### 28.3 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 commercial needs of a continuing business. 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.

### 28.4 Consultation

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

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

28.5 Redundancy Payments

For under 12 months weekly service - Nil.

At the completion of each 12 months weekly service - as per attached schedule with an overall maximum of 36 weeks base pay.

Completed Years	Weekly Pay
1	3
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
1	30
1	33
1	36 Maximum

28.6 Redundancy Payments on Termination

In the event of the Company 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 employee. Anyone accepting redundancy shall not be entitled to be re-engaged in less than six months.

28.7 Notification to Centrelink

Where a decision has been made to terminate the employment of employee, the employer shall notify Centrelink 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.

28.8 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 to seek other employment.

28.9 Superannuation

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

28.10 Exceptions

Redundancy shall not apply where employment is terminated as a consequence of conduct that justified instant dismissal including malingering, in efficiency, 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 continuous service at the time of retrenchment are not entitled to a severance payment.

#### 28.11 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.

#### 28.12 Access to Company Facilities

The company shall allow any employee who has been given notice, and subject to the approval of his supervisor, reasonable access to the Company's facilities to contact prospective employers and arranging interviews.

#### 28.13 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 clause 28.5 of this Agreement. In this situation redundancy payments will be calculated up to and including the date of termination of employment.

#### 28.14 Review

Whilst the terms for redundancy as contained in this agreement are applicable during the term of the agreement, there is agreement between the parties that on-going discussions may be held in relation to redundancy principles.

### **29. Consultative Mechanism**

#### 29.1 Consultation Principles

Each plant, enterprise or depot shall establish an in-house consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

#### 29.2 Workplace Delegates

An employee elected as a union delegate shall, upon notification to the company by the union, be recognised as the accredited union representative and shall be allowed necessary time during working hours to interview employees and or relevant company representatives on matters affecting employees of the company.

The union delegate shall, with the agreement of the company, be afforded time to hold union meetings to discuss industrial issues affecting the employees of the company.

#### 29.3 Union Recognition

On commencement, all employees are made aware that the Australian Meat Industry Employees' Union is the site union. All employees shall be provided with an application form to join the union at the point of recruitment.

#### 29.4 Union Membership

The company will, upon appropriate employee authorisation, deduct union membership dues, as levied by the union and in accordance with its rules, from the pay of employee who are members of that union. Such dues collected shall be forwarded to the union at the beginning of each month together with all necessary information to enable the reconciliation of subscriptions to members accounts.

### 30. Undertakings

The parties to this agreement acknowledge that wage adjustments granted as a result of negotiations leading to the registration of this agreement are based on past productivity gains and there is a commitment to continue discussions during the life of this agreement, either as a group of companies or on a company by company basis, to further improve productivity and efficiency.

Furthermore, that whilst the terms of this Agreement may not form part of the actual conditions of employment at the employees place of work at the time of registration, such conditions as set out within the terms of this Agreement may be introduced into the workplace at any time during its term and provided that reasonable and appropriate notice has been given by management to the affected employees.

### 31. Superannuation

The employer will provide superannuation benefits in accordance with the requirements of the *Superannuation Guarantee (Administration) Act, 1992*.

### 32. Anti-Discrimination

32.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

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

32.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

32.4 Nothing in this clause is to be taken to affect :

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

32.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides :

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

**33. Date of Registration and Duration**

This Agreement shall remain in force for a nominal period up to 24 January 2006 and shall be effective from the date of approval by the Industrial Relations Commission of NSW.

**34. Signatories to the Agreement**

Signed for and on behalf of Woodmasons Pty Ltd

Position: \_\_\_\_\_ Date

Witness \_\_\_\_\_ Date

Signed For And On Behalf Of Frigmobile Pty Ltd

Position: \_\_\_\_\_ Date

Witness \_\_\_\_\_ Date

Signed For And On Behalf Of The Australasian Meat Industry Employees’ Union[Nsw Branch]

Secretary \_\_\_\_\_ Date

Witness \_\_\_\_\_ Date

**APPENDIX A**

Wage Rates

This Agreement Shall Apply At The Following Companies:

Frigmobile Pty. Ltd Woodmasons Pty. Ltd

- 1. Weekly Rate Adjustments For Ordinary Hours Worked Monday To Friday

Grades	Old Rate \$	1st Increase (From 1st full pay period on or after 24/1/03 –4%) \$	2nd Increase (From 1st full pay period on or after 24/1/04 – 4%) \$	3rd Increase (From 1st full pay period on or after 24/1/05–4% ) \$
Grade 1	577.055	600.132	624.137	649.102
Grade 2	577.055	600.132	624.137	649.102
Grade 3	594.490	618.269	643.000	668.720
Grade 4	609.001	633.361	658.695	685.043
Grade 5	620.025	644.826	670.619	697.443
Grade 6	620.025	644.826	670.619	697.443
Grade 7	655.908	682.144	709.430	737.807
Grade 8	671.768	698.638	726.584	755.647

2. Hourly Rate For Ordinary Hours Worked Monday To Friday

Grades	Old Rate \$	1st Increase (From 1st full pay period on or after 24/1/03 – 4%) \$	2nd Increase (From 1st full pay period on or after 24/1/04 – 4%) \$	3rd Increase (From 1st full pay period on or after 24/1/05 – 4%) \$
Grade 1	15.185	15.792	16.424	17.081
Grade 2	15.185	15.792	16.424	17.081
Grade 3	15.644	16.269	16.920	17.597
Grade 4	16.028	16.669	17.335	18.029
Grade 5	16.316	16.968	17.647	18.353
Grade 6	16.316	16.968	17.647	18.353
Grade 7	17.260	17.950	18.668	19.414
Grade 8	17.678	18.385	19.120	19.885

3. Hourly Rate For Ordinary Hours Worked On Saturday  
Hourly rate includes 50%

Grades	Old Rate \$	1st Increase (From 1st full pay period on or after 24/1/03 – 4%) \$	2nd Increase (From 1st full pay period on or after 24/1/04 – 4%) \$	3rd Increase (From 1 <sup>st</sup> full pay period on or after 24/1/05 – 4%) \$
Grade 1	22.778	23.689	24.636	25.622
Grade 2	22.778	23.689	24.636	25.622
Grade 3	23.463	24.401	25.377	26.392
Grade 4	24.036	24.997	25.997	27.037
Grade 5	24.473	25.451	26.469	27.528
Grade 6	24.473	25.451	26.469	27.528
Grade 7	25.888	26.923	28.000	29.120
Grade 8	26.513	27.573	28.676	29.823

4. Hourly Rate For Ordinary Hours Worked On Sunday  
Hourly rate includes 75%

Grades	Old Rate \$	1st Increase (From 1st full pay period on or after 24/1/03 – 4%) \$	2nd Increase (From 1st full pay period on or after 24/1/04 – 4%) \$	3rd Increase (From 1st full pay period on or after 24/1/05 – 4%) \$
Grade 1	26.574	27.636	28.742	29.892
Grade 2	26.574	27.636	28.742	29.892
Grade 3	27.374	28.468	29.607	30.792
Grade 4	28.044	29.165	30.332	31.545
Grade 5	28.551	29.693	30.880	32.115
Grade 6	28.551	29.693	30.880	32.115
Grade 7	30.204	31.412	32.668	33.975
Grade 8	30.934	32.171	33.458	34.796

NOTE: In respect of the periods which the above increases are referable to, should the Consumer Price Index (CPI) exceed the said increases, the company will increase wages to equal the CPI movement.



**APPENDIX B**

Allowances

- (a) Freezer Allowance: An employee performing work in a freezing chamber shall be paid on the following basis for each hour so worked:

Temperature	Per Hour \$
In excess of -25 C	1.54

- (b) 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.

Provided 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:

	\$
Overalls	4.18 per week
Freezer suits	2.40 per week

Where employer's are providing the above, employees 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.

- (c.) Meal Allowance

	\$
For the first meal	9.04
For an additional meal	5.69

Refer to sub-clause 11.4 of Clause 11 for the application of the above allowances.

NOTE: The allowances in Appendix B shall be increased at the same time, and by the same percentage amount, as any increase to the wage rates provided in Appendix A.