

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/282**

**TITLE: TDG Blacktown Cold Storage Enterprise Agreement 2000**

**I.R.C. NO: 2000/2515**

**DATE APPROVED/COMMENCEMENT: 16 June 2000**

**TERM: 21 months**

**NEW AGREEMENT OR  
VARIATION: New Replaces EA97/87**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 35**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged pursuant to the Cold Storage and Ice Employees (State) Award at the Blacktown site

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

**T D G COLD STORAGE**

**BLACKTOWN**

**ENTERPRISE**

**AGREEMENT**

**01 JUNE 2000**

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## 2. TITLE

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

## 3. DEFINITIONS

The parties to the Agreement shall be TDG Cold Storage, hereinafter called the employer, the employees engaged by the employer at the 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 TDG Cold Storage Blacktown Enterprise Agreement (IRC 5966/98) NSW

The provisions contained in the Cold Storage and Ice Employees (State) Award of NSW (127/96) 1996, hereinafter called the Award that had application at the Blacktown 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 31st March 2002. The parties shall commence to negotiate a new Agreement in March 2002 and in the event a new agreement is not filed and registered to replace the Agreement by April 2002, the terms and conditions of this agreement shall prevail.

## 6. CONTRACT OF EMPLOYMENT

6.1 Employees shall be employed on a weekly, part-time or casual basis; where an employee is engaged on a weekly basis his/her employment may be terminated by the appropriate notice on either side given on any day after one week's employment or by the payment or forfeiture of a week's wages in lieu of such notice.

6.2 The employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down as the result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which the employee cannot be usefully employed because of any strike or through any breakdown of



machinery or due to any cause for which the employer cannot reasonably be held responsible.

- 6.3 The employer shall have the right to dismiss an employee, without notice, for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of dismissal only.
- 6.4 A "fixed term employee" shall mean an employee engaged on a weekly basis for a specified period.
- 6.5 All new weekly and part-time employees shall serve a probationary period of 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.



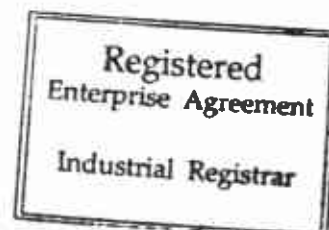
- (i) An employee required to regularly work in the freezer chamber where the temperature is minus 18°C or colder shall be medically selected as fit to perform such work.
- (j) An employee required to work in the freezer chamber where the temperature is minus 18°C or colder for long periods shall have 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 (but excluding the long service leave provision).
- 8.3 A casual employee shall not be engaged for less than four hours on any one start.
- 8.4 A casual employee shall terminate at the conclusion of his/her shift and may be re-engaged for another shift at the discretion of the employer.
- 8.5 The employer shall not engage more than three (3) casuals at any one time except for the purpose of hand unloading or hand loading containers.



## **9. CLASSIFICATIONS**

The following employee classifications structure shall apply:

- 9.1 Grade 8 employee shall be a Senior Leading Hand who will be appointed to reflect the higher level of responsibility expected of the employee.
- (a) Such appointments, and the number of Grade 8 employees required on individual sites, will be at the discretion of the employer.
  - (b) A Grade 8 may be the operator to whom a Grade 7 reports.
  - (c) Grade 8 employees shall be capable of and may perform any duties of grades 2-7.
- 9.2 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.
- (a) Shall possess a highly developed level of interpersonal and communication skills.
  - (b) Shall supervise and provide job direction and guidance to other employee's, 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.
  - (c) May be in charge of any number of employees as designated by the employer.
  - (d) Shall implement quality control techniques and procedures.
  - (e) Shall have appropriate VDU / keyboard skills.
  - (f) Shall be competent to perform the following skills:
    - [i] liaising with management, suppliers and customers with respect to store operations.
    - [ii] maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports of stock movements, dispatches etc.
  - (g) Shall exercise discretion within the scope of this grade.
  - (f) Grade 7 employees shall be capable of and may perform any duties of grades 2-6.



9.3 A Grade 6 employee is one who:

- (a) Shall have the knowledge to identify the correct use of cartons in respect of various export markets.
- (b) Shall be able to place correct port markings on export cartons and containers.
- (c) Shall be able to mark and collate individual weights of cartons of export and local catchweight product.
- (d) Shall attend to carcass weight procedures and identification of product as defined by management.
- (e) Grade 6 employees shall be capable of and may perform any duties of grades 2-5.

9.4 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.

- (a) Shall have appropriate VDU/keyboard skills.
- (b) Shall have basic literacy and numeracy skills.
- (c) Shall be capable of and may perform any duties of grades 2-4.

9.5 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:

- (a) Shall be responsible for unloading and loading vehicles;
- (b) Shall attend to in loading and out loading procedures;
- (c) Shall attend to pallet consolidation and product tying if required;
- (d) Shall perform the storage and retrieval of stock in and from the warehouse;
- (e) Shall attend to battery maintenance and recharging procedures;
- (f) Shall carry out running repairs of a mechanical nature with appropriate training;
- (g) Shall be involved in scanning operations;
- (h) Shall be capable of and may perform any duties of grades





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

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

- (a) shall have appropriate VDU / keyboard skills.
- (b) shall be capable of and may perform any duties of Grade 2.

9.7 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:

- (a) shall be required to operate manual, mechanical or electrical equipment for which no licence is required;
- (b) Shall stack or consolidate pallet loads;
- (c) May attend to battery maintenance and recharging procedures for pallet transporters;
- (d) May be required to operate an electric scrubber and attend to basic non-trade maintenance;
- (e) Shall attend to store cleaning duties of a general nature;
- (f) After proper training, shall:-
  - [i] be responsible for the quality of his / her own work subject to detailed direction;
  - [ii] work in a team environment and / or under supervision;
  - [iii] undertake duties in a safe and responsible manner;
  - [iv] possess basic interpersonal and communication skills.
- (g) Shall be competent to perform one or more of the following tasks duties or a combination thereof:-
  - [i] storing and packing of goods and materials in accordance with appropriate procedures and / or regulations;
  - [ii] preparation and receipt of appropriate documentation including liaison with suppliers.

- [iii] allocating and retrieving goods from specific store areas;
- [iv] basic VDU / keyboard skills;
- [v] periodic housekeeping and stock checks.

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

- (a) Shall perform routine duties associated with the operation of a warehouse / store under direct supervision and requiring minimal judgement;
- (b) 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.

Current employees as at 23 March 1998:

Day Shift: 5.00am to 6.00pm

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

Night Shift: shall be a shift which finishes ordinary hours after midnight but before 5:00am.

New employees hired after 23 March 1998:

Day Shift: 5:00am - 7:00pm

Afternoon Shift: Shall be a shift which finishes ordinary after 7:00pm - 12:00am (midnight)

Night Shift: Shall be a shift which finishes work after 12:00am midnight but before 5:00am

The above hours are Monday - Sunday inclusive, however the Sunday requirement is optional to current employees as at 23 March 1998 and applies to all new employees.



## 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 Weekend Loadings for Ordinary Hours

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

## 10.4 Dayworkers and Shift Workers

- (a) The 38 hour week shall be worked on one of the following basis:
  - [i] Thirty-eight ordinary hours of service shall constitute a week's work.
  - [ii] The ordinary hours may be worked in any of the following ways by agreement:
    - \* Five equal days per week.
    - \* Nineteen equal days in twenty.
    - \* Four equal days and one short day per week.
    - \* Four equal days per week.
    - \* Three equal days over 5 weeks and four equal days in the sixth (6) 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 (4) and no more than ten (10) 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

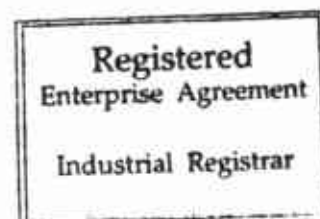
- [i] works less than eight (8) ordinary hours each day; or
- [ii] works less than eight (8) ordinary hours on one or more days;  
or
- [iii] by rostering an employee off on a day of a week during a particular work cycle so that the employee has one day off during that cycle, where the employee is rostered to work no more than eight (8) ordinary hours on each shift of day; or
- [iv] circumstances may arise where different methods of operating the thirty eight (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 (10) 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 above.
- 12.3 An employee's starting and finishing times of ordinary work may be changed by mutual agreement between the employee and the employer without notice.
- 12.4 An employee's starting and finishing times of ordinary work may be changed without mutual agreement by the employer giving 48 hours notice of such change to the employee.
- 12.5 An employee's roster showing the days on which the employee is required for ordinary work may be changed by the employer giving to the employee seven days notice or where the employer and the employee mutually agree without notice.



### **13. ROSTERED DAYS OFF**

- 13.1 All employees working on a roster may:
- (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 for the taking of RDO's.
- 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 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.
- 14.9 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.

## **15. MEAL BREAKS, BREAKS AND MEAL ALLOWANCES**

### **15.1 Breaks on ordinary hours**

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

- (a) where a casual or part-time employee is engaged for only 6 hours in that shift in which case no meal break shall be taken; and
- (b) where the unloading of a truck commenced before the meal break was to be taken the employee shall:
  - [i] continue to take delivery of stock and complete the removal of the stock from the truck, and
  - [ii] place the stock in a secure location where refrigeration and or freezing procedures are applied to the stock, and
  - [iii] the employee shall take the meal break thereafter and no penalty shall apply for the employee taking a delayed meal break.

- (c) The employer and employee may decide when authorised breaks are to be taken to best suit the needs of the enterprise.
- (d) Once agreement is reached between the parties regarding a productivity scheme the following may be implemented.
  - [i] the employer may implement measures to ensure operational requirements are met. This may require the alteration of scheduled meal breaks for one or more employees if the employer considers such alteration is necessary for continuity of operations. The employer will respect the needs of employees when altering such breaks.
- (e) A day shift employee will be entitled to:
  - [i] one 30 minute unpaid meal break (lunch)
  - [ii] one 20 minute paid meal break (morning tea).
- (f) An afternoon or night shift employee will be entitled to two 20 minute paid meal breaks.

15.2 Breaks and Allowances on overtime

- (a) Any employee required to work overtime for any period in excess of 1 hour and 39 minutes of their usual ceasing time will be paid a meal allowance.
- (b) Any employee required to work overtime for a period equal to 2 hours will be paid a meal break and a meal allowance. As long as an employee does not exceed the safety limit of working 5 hours without a break, the employee will work the required overtime without taking the meal break, unless mutually agreed between the manager and the employee.

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

**Meal allowance and meal break payment schedule**

Overtime worked	Meal break (20 minutes)	Meal Allowance (\$11.00)
0 - 1' 39"	Nil	nil
1' 40" - 1' 59"	Nil	\$11.44
2' 00"	paid, not taken	\$11.44
2' 00" or greater	paid, taken at the employees request	\$11.44



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

- (b) An additional meal allowance shall be paid if the employee is required to work a further 4 hours of overtime after the first meal allowance period has expired.
- (c) Summary 1st meal allowance           \$11.44  
2nd & additional meal allowances: \$ 4.58

## **16. SUNDAYS AND PUBLIC HOLIDAYS**

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



flexibility in this area. The following areas should be reviewed by agreement with the employee(s) concerned:

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

## **17. FAMILY LEAVE**

- 17.1 An employee who is required to provided genuine family care, where prior notice was not available to the employee of such need, shall have up to 3 days per calendar year for such leave.
- 17.2 An employee applying for family leave shall be required to satisfy the employer that such leave is genuine and no prior notice was available to the employee in which time 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, de-facto, child, mother, father or another member of the household who is dependent upon the employee to provide the care.
- 17.5 An employee seeking family leave shall if necessary, provide evidence, satisfactory to the employer, of the illness of the family member and the relationship of the family member to the employee. The same requirement shall apply if the person requiring care is a member of the employee's household and not a family member 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.
- 18.4 Employees agree to substitute the union picnic day in lieu of an additional day of annual leave which will attract annual leave loading.

## **19. ANNUAL LEAVE LOADING**

- 19.1 At the time an employee is given and takes 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 however such loading shall be paid on the employee's anniversary date.
- 19.4 (a) When the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual leave to which 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.

19.7 All shift workers shall receive the applicable shift loading in addition to the annual leave loading when taking annual leave.

## 20. SICK LEAVE

An employee who, after not less than three months continuous service in 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 per 12 months.

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

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

20.7 The rights under this clause shall accumulate from year to year so long as 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:



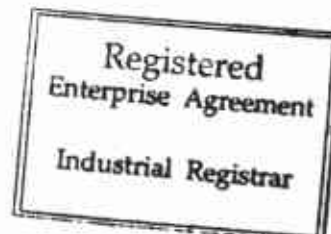
- (a) any absence from work on leave granted by the employer.
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying 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, grandparents of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding 16 working hours be without loss of any ordinary pay which the employee would have earned if 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