

# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA00/186** 

TITLE: Bega Cheese Employees Enterprise Agreement 2000

I.R.C. NO:

00/138

DATE APPROVED/COMMENCEMENT: Approved 16 June 2000 and commence 13

January 2000

TERM:

12 July 2001

**NEW AGREEMENT OR** 

**VARIATION:** 

New

**GAZETTAL REFERENCE:** 

4 August 2000

**DATE TERMINATED:** 

NUMBER OF PAGES:

13

**COVERAGE/DESCRIPTION OF** 

**EMPLOYEES:** 

It applies to all employees of the company

**PARTIES:** Australian Services Union of N.S.W. -&- Bega Co-operative Society Limited, The Australasian Meat Industry Employees' Union, New South Wales Branch, The Australian Workers' Union, New South Wales



# **BEGA CHEESE EMPLOYEES** 2000 ENTERPRISE AGREEMENT



# Clause No:

Charge 110.	
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	Signatories to Agreement Industrial Registrar

### 1. Title

This Agreement shall be known as the 2000 Bega Cheese Employees Enterprise Agreement.

# 2. Parties, Area and Incidence

This agreement is made between the Bega Co-operative Society Limited and employees at the Lagoon Street and Ridge Street sites, within the scope of the parent Award, whether members or not members of the following Unions:

- The Australian Manufacturing Worker's Union, NSW Branch
- The Australasian Meat Industry Employees Union, NSW Branch
- The Federated Clerks Union, NSW Branch

# 3. Relationship with Parent Award

This agreement shall be read and interpreted in conjunction with The Bega Co-operative Society limited (Bega Employees) 1997 Enterprise Award ("the 1997 Enterprise Award").

The terms and conditions of the 1997 Enterprise Award shall remain in force. In the event of any inconsistency, this agreement shall take precedent over the 1997 Enterprise Award.

# Date and period of operation

This Agreement shall come into force from January 13<sup>th</sup> 2000 and will terminate on the earlier of 12<sup>th</sup> July 2001 or the date upon which the 1997 Enterprise Award is terminated. In any event, the Agreement will remain in force for a period of not less than twelve (12) months.

The parties agree to enter into negotiations to determine arrangements to apply beyond the termination of this Agreement, not later than January 12<sup>th</sup> 2001.

#### No extra claims

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It is a term of this Agreement that Bega Cheese, the Unions and all employees bound by this Agreement will comply with the terms of this Agreement (and the parent Award). It is agreed that additional claims will not be pursued through the life of the Agreement unless all parties agree to consider any such additional claims.

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# 6. Joint Consultative Committee

A Joint Consultative Committee (JCC) will be formed and will continue for the life of this Agreement and shall be a forum for open discussion and resolution of issues relevant to this Agreement and the Enterprise Award.

The JCC will meet at least six-monthly and will be constituted, unless otherwise determined by a majority vote of all eligible employees, by the members of the EBA negotiating committee.

# 7. Contract of Employment

In addition to the classifications provided for under Clause 13.1 of the Award, (weekly, part-time and casual) an employment category of Permanent B is now operative in accordance with the terms of Appendix 2.

### 8. Classifications

Within one month of the commencement of this Agreement a thorough review of all Award classifications will be commenced by a Committee endorsed by the Joint Consultative Committee.

This review will include, but not be limited to:

- Reviewing the relevance and effectiveness of the current classification structure across both sites, including the tittle and definition/s of each classification
- Assessing the need for fewer or larger numbers of classifications
- Assessing wage relativities between classifications, taking into account skills, competencies and other relevant factors
- Comparison of the Bega Cheese system to other relevant companies

Recommendations from the Review Committee will be concluded by the first week of June 2000 and will be referred to the JCC and company management for approval. Once approved, employees will be asked to vote upon the recommendations and, if a majority support the recommendations, the new Classification structure will be incorporated into the Agreement from 13<sup>th</sup> July 2000.

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### 9. Wages and Allowances

The minimum rates of wages for adult weekly employees are set out in Appendix 1 which includes WAGES (Table 1) and Other Rates & Allowances (Table 2).

In relation to Clause 16.1 of the Award – First Aid Allowance – the company will appoint as many First Aid Officers as it believes appropriate (but at least two), having regard to total employee numbers, departmental needs, shift work patterns and the relevant provisions of the NSW Occupational Health & Safety (First-Aid) Regulation 1989.

In relation to clause 16.3 of the Award – Leading Hand – this allowance is payable only when the employee is actually working as a Leading Hand. An employee working as a Leading Hand for a period of less than one week, shall be entitled to the full weekly Leading Hand allowance.

# 10. Notification of change to working/shift hours

The start/finish times of employees, including the requirement to work shifts, may be varied by Bega Cheese with one week's notice, or otherwise with the agreement of the majority of employees in the work unit for the purposes of meeting the Company's needs.

In some circumstances, particularly those related to responding to retail ordering patterns, the company may request employees to change their current working/shift hours with a fininimum of four days notice (including weekends).

Unless reasonable excuse exists, employees will agree to this request. Where there is a reasonable excuse, other arrangements shall be agreed between the company and the affected employees.

# 11. Leisurebank

This clause relates to, and updates, only that part of Clause 22.5 headed "Time Off In Lieu of Overtime Worked" under the present Award.

A Leisurebank scheme will be introduced as soon as practical after the commencement of this Agreement, to operate in accordance with Appendix 3, "Leisurebank".

# 12. Superannuation

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Throughout the life of this agreement, unless inconsistent with any government legislation, employee superannuation contributions shall be made only to the company appointed superannuation fund manager.

Any exception to this must be approved by the Superannuation Policy Committee.

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	Current	Rate from	Rate from	Rate from
	12-Jul-99	13-Jan-00	13-Jul-00	13-Jan-01
	Rate	1.5% inc	1.0% inc	1.5% inc
Production employees				
Production Employee 1	469.00	476.04	480.80	488.01
Production Employee 2	479.04	486.23	491.09	498,45
Production Employee 3	493.76	501.17	506.18	513.77
Production Employee 4	506.87	514.47	519.62	
Production Employee 5	516.14	523.88	529.12	537.06
Administration/clarical en	nployees			
Trainee				
- 16 years	183.33			
- 17 years	228.56			
- 18 years	279.93			
- 19 years	317.44			
- 20 years	373.63			
Clerical Assistant	473.01			
Clerical Officer	523.39			
Data Officer	543.64			
Senior Clerical Officer	614.14	623.35	629.59	639.03
Maintenance employees				
Boiler Attendant	532.90	540.89	546.30	554.5
(Tool allowance included)				
Maintenance Employee 1	553.37			
Maintenance Employee 2	594.42			4
Maintenance Employee 3	617.61	626.87	633.14	642.6
Apprentice Fitter & Turner				
- Year 1 (42% of ME2 rate				
- Year 2 (55% of ME 2 rate	231.85		-	
- Year 3 (75% of ME2 rate	316.10			
- Year 4 (88% of ME2 rate	370.87			
plus tool all. Each year	10.66	10.82	10.93	11.0
Apprentice Electrician	1			
-Year 1	188.38			
- Year 2	248,21			
- Year 3	358.4			
- Year 4	411.5			
plus tool all. Each year	10.68	10.82	10.93	11,0

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Heritage Centre	Rate 12/7/99	Rate 13/1/00	Rate 13/7/00	Rate 13/1/01	Heritage Centre	Overtime 5's			1	
Employees	12///99	13/1/00	13///00	13/1/01	- CENER					
Manager	620.00	E20 74	534.00	542.01		Rate	Rate	Rate	Rate	
with duty of buying	520,90	528.71	334.00	542.01	Age	12/7/99	13/1/00	13/7/00	13/1/0	
2IC Manager		£12.00	540.43	525.90	Under 16.	5.84	5.93	5.99	6.08	
without duty of buying	505.42	513,00	518.13	323,30	16 years	7.28	7.39	7.46	7.58	
Permanent Shop Assistant/			101.00	504 T4	17 years	8.75	8.88	8.97	9.10	
Demonstrator	482.17	489.40	494.30	501,71					10.61	
Casual Shop Assistant/			_		18 years	10.20	10.35	10.46		
Demonstrator					19 years	11.66	11.83	11.95	12.13	
(Man to Sat.12 noon - )					20 years	13.12	13.32	13.45	13,65	
					21 years & over	14.58	14.80	14.95	15.17	
Under 16 years	6,31	5,40	6.47	6.57	ac over	14.56	14.50	14.23	1,3.17	
16 years	7,90	8,02	8.10	8.22	Heritage		S	aturday &		
	9.47	9,61	9.71	9.85	Centre	100		mday p.m		
17 years	11.05	11.22	11.33	11,50		[FE] E		S's	. 88	
18 years	12.63	12.82	12.95	13.14		Rate	Rate	Rate	Rate	
19 years	14.22	14.43	14.58	14.80	Age	12/7/99	13/1/00	13/7/00	13/1/01	
20 years		16.04	16.20	16.44	Under 16	9.22	9.36	9.45	9.59	
21 years and over	15.80	10,04	10.20	10,44	16 years	11,54	11.71	11.83	12,01	
** 10		77-	to 4 hou		17 years	13.84	14.05	14.19	14,40	
Heritage	200	_	Saturday		18 years	16.16	16.40	16,57	16.81	
Centre	**		•.		19 years	18.46	18.74	18.92	19.21	
	Penalties S's								21.61	
					20 years	20,77	21.08	21.29	21.01	
			_	*	21 years	** **	22.42	22.66	24.02	
	Rate	Rate	Rate	Rate	& over	23.08	23.43	23,66	24,02	
Age	12/7/99	13/1/00	13/7/00	13/1/01						
Under 16	3.49	3.54	3.58	3.63	Heritage				-	
16 years	3.49	3.54	3.58	3.63	Centre	1	1	enalty S's		
17 years	3.49	3.54	3.58	3.63			- T	-	3.5	
18 years	3.49	3.54	3,58	3,63		Rate	Rate	Rate	Rate	
19 years	3.49	3.54	3.58	3.63	Age	12/7/99	13/1/00	13/7/00	13/1/0	
20 years	3.49	3,54	3,58	3.63	Under 16	15.07	15.30	15.45	15.68	
21 years & over	5.24	5,32	5.37	5.45	16 years	18.84	19.12	19,31	19,60	
\\					17 years	23.03	23.38	23.61	23.96	
Heritage		Four	ponta enq	over	18 years	26.87	27,27	27.55	27.96	
Centre			Saturday		19 years	30,15	30.60	30.91	31.37	
2		P	enalties S	9	20 years	33.91	34,42	34.76	35,28	
3.5	200,00			- 1	21 years		-			
	ARCH				& over	37,68	38.25	38.63	39.21	
1	Rate	Rate	Rate	Rate	_					
Age	12/7/99	13/1/00		13/1/01					-	
Under 16	5,91	6.00	6.06	6.15						
16 years	5.91	6,00	6.06	6.15						
17 years	5.91	6,00	6.06	6.15						
18 years	5.91	6.00	6.06	6,15						
19 years	5.91	6.00	6,06	6.15						
20 years	5.91	6.00	6.06	6.15						
21 years & over	10.19	10.34	10.45	10.60						

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Item Number	Chase	Brief Description	Amount 5 12/7/99	Amount \$ 13/1/00	Amount S 13/7/00	Amount S 13/1/01				
			Carreni	1.5% inc	1.0% inc	1.5% inc				
1	15,1	First Aid Allowance (per week)	8.95	9.08	9.18	9.3				
2	15.2	Laundry Allowance	4,78	4.85	4.90	4.97				
3	15.3	Leading Hand Allowance (per week)								
		(psyable only when engaged as a Leading Hand)								
		- in charge of between 2 & 10 employees	12.46	12.65	12.77	12.90				
		- in charge of more than 10 employees	14.32	14.53	14.68	14.9				
4	15.4	Feridift Operator Allowance (per week)	5.69	5.78	5.83	5.9				
		(payable at PE1 & PE2 levels if forklift duries represent a significant requirement of the position								
5 0	15.5	Production Shift Allowances (per shift)				1				
		- Early morning (finish after 9.0am, before 2.0pm)	7.82	7.94	8.02	8.1				
		- Afternoon (finish after 6.00pm & st/before midnight)	10.25	10.40	10.51	10.6				
		- Night (finish after midnight and at/before 9.00am)	12.90	13.09	13.22	13.4				
		- Night (12 hour night shift only)	n/a	21.03	21.24	21.5				
6	15.6	Maintenance Employees Shift Allowance (per shift)								
		- Afternoon or Night Shift	15% extra	15% extra	15% extra	15% extra				
7	15.7	Tool Allowance (per week)								
		- Tradestown	10.66	10.82	10.93	11.0				
		- Apprentices Year I	10.66	10.82	10,93	11.0				
		- Apparentices Year 2	10.66	10.82	10.93	11.0				
		- Apparentices Year 3 (	10.66	10.82	10.93	11.0				
		- Apprentices Year 4	10,66	10.82	10.93	11.0				
8	15.8	Stand In Foreman's Allowance (per day)	7.32	7,43	7.50	7.6				
9	15.9	Maal Allowance (per meal)	8.11	8.23	8.31	8.4				
10		Special Dury	23.19	23.54	23.77	24.1				
.0		Special Duty	25.50	25.88	26.14	26.5				
		Special Duty	30.60	31.06	31.37	31.8				
	T.	Special Dury	34,79	35.31	35.66	36,2				
		Special Dury	46.38							
	·	Special Dury	57,98							
	Ť		14.96							
- 11	-	On - call	14,30	13.10	12.11	131				

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# APPENDIX 2 - Contract of Employment

# Incorporation of the Permanent B classification

The intention of introducing a classification of Permanent (B) reflects the desire of the parties (Company, Employees & Unions) to minimise the need for casual employment and to provide a reasonable level of security and clear criteria to progress from casual to Permanent (B) to full-time weekly (Permanent A).

### Clause 13.1 of the Award is varied to read:

"An employee shall be engaged either on a weekly, Permanent B, part-time or casual basis and each employee shall be notified before commencing work of the nature of their employment with Bega Co-op."

The operation of the Permanent B classification is detailed below.

### a) Guaranteed level of work

A Permanent (B) employee will be guaranteed a minimum of 40 weeks work (plus accrued annual leave) in any twelve month period.

# Entitlement to all usual employment conditions

Permanent (B) employees will have the same conditions of service as Permanent (A) employees, calculated on a pro-rata basis for hours actually worked. A Permanent (B) employee is therefore not entitled to a casual loading.

### c) Accrual of leave on pro-rata basis

Accrual of annual, sick and long service leave shall be on the basis of 40 weeks p.a. with an annual adjustment at the end of each twelve month period to take account of any additional time worked in excess of 40 weeks. For example, if a Permanent (B) employee works 47 weeks in the year then they will accrue leave entitlements at the rate of 47/52nds of the usual full-time weekly rate.

Permanent (B) employees are entitled to the same Bereavement Leave provisions as Permanent (A) employees, as per Clause 29. This leave is not pro-rated, however, Bereavement Leave is not available to an employee who is in a stand-down situation.

#### d) Jury Service

A Permanent (B) employee called for Jury Service whilst employed will be entitled to the same benefits as per clause 32. Payment under this clause will continue even in the event of the company introducing stand-downs that would otherwise have resulted in the employee being stood down.

An employee who, at the time of proceeding on Jury Service was in a stand-down period, will not have their pay made-up as in Clause 32. However, if the employee would have resumed work after the stand-down, but was unable to do so because of continuing Jury Service, then the provisions of clause 32 will apply from the time when the employee would usually have returned to work.

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### e) Preference of employment

Permanent (B) employees shall have preference of employment, subject to having the necessary skills, over casual employees i.e. in the event of stand-downs, a Permanent (A) employee will have seniority, followed by Permanent (B) employees and casual employees.

### f) Qualification criteria

A casual employee will automatically be offered (but does not have to accept) Permanent (B) employment, when they have worked a total of 1400 or more ordinary hours (not including overtime) in any twelve month period. This is the equivalent of 40 weeks work (in any twelve-month period) at an average of 35 hours per week.

# Progression to full-time, weekly classification

A Permanent (B) employee who works 48 or more consecutive weeks in any 15 month period since becoming a Permanent (B) employee, will be offered Permanent (A) employment (weekly). This qualification period is in addition to that worked under f) above.

# Short absences not included for service qualification calculations

Where a Permanent (B) employee is stood-down from work for less than one week, then this absence shall not be taken into consideration when calculating total weeks worked in any fifteen month period i.e. no reduction shall be made for absences of less than one week.

# Not obliged to accept offer of Permanent (B) or Permanent (A) employment

A casual employee is not obliged to accept an offer of Permanent (B) employment, and a Permanent (B) employee is not obliged to accept an offer of Permanent (A) employment. However, in both cases the company would prefer this to occur. If an employee remains as a casual or Permanent (B) employee, then they do so on the understanding that they will be laid off before any Permanent (A) or (in the case of a causal) any Permanent (B) employee, even if they have longer total service (seniority) than those employee/s.

Every reasonable effort will be made by the company to advise an employee in writing of their eligibility to move to Permanent B or Permanent A (weekly) at least one week prior to their due date.

# Company may vary criteria in agreed circumstances

The parties recognise that there may be some situations where an employee could be offered Permanent (B) or Permanent (A) status prior to the usual time. This may occur, for example, where the company needs to attract a person with particular skills, and that person would not, for example, be likely to accept employment on a casual or Permanent (B) basis.

Such a variation would be acceptable only if existing employees were provided the opportunity to apply for the position and had been genuinely considered, but found to be inappropriate or noticeably under-skilled in relation to external applicants.

#### k) Stand down provisions

Permanent (B) employees may be stood down as the company requires, usually, but not always in response to issues such as machinery break-downs, shortages of sto-k high inventory levels etc.

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At least two week's written notice of a stand-down will be provided to Permanent B employees.

A stand-down will be for a period of not less than one week and not more than four weeks. To the best of its ability, the company will indicate the duration of the stand-down at the time of the written notice.

The company will provide at least one week's notice of the recommencement date of employees who have been stood down (this notice may occur at the time of the stand-down).

An employee stood -down is required to firstly use up some or all of their accrued annual leave, unless mutually agreed between the company and the employee.

An employee stood-down may undertake other work, on the proviso that they are available to re-commence work with the company when required at the conclusion of the stand-down period.

Where a public holiday falls during a stand-down period, the employee shall not be entitled to payment for that public holiday.

#### Determining the order of stand-downs

The identification of those staff to be stood-down will be based on a seniority list covering all operational departments, with the aim of ensuring that, in the event of a stand-down, those capable of performing the job and with the longest service (within their classification level) are offered work first, regardless of what department they are within.

As an example, in the event of a stand-down, an employee graded PE3 or higher, will automatically be allocated to their usual position. However, a lower graded employee (PE1, PE2) with greater seniority may appeal (through their Supervisor), to be placed in a higher graded position in preference to the usual incumbent of that position. Such an appeal must be based on their greater seniority and their ability to perform the job without any additional training.

#### m) Scheduling of annual shut-downs

It is the company's intention and desire (subject to production requirements) to schedule the taking of annual leave for the majority of employees during the Christmas/New Year and Easter periods. In the case of Permanent (B) employees this will provide them with the greatest benefit in relation to payment for public holidays.

The company will also recognise and, wherever possible and practical, support employees who desire to take annual leave outside of major shut-down periods.

#### n) Seniority

Seniority refers to an employee's commencement date at Ridge Street (which, in the case of employees employed prior to May 1st 1999, will include a credit for any prior service at Lagoon Street).

In the case of a Permanent B or weekly employee, their seniority date is the date on which they entered their Permanent B or weekly classification.

Seniority dates remain the same, even if promoted, demoted or if an employee moves from one Registered department to another.

ee moves from one Registered Enterprise Agreement

# APPENDIX 3 - Leisurebank

# Introduction of Bega Cheese Leisurebank

#### 1.0 INTRODUCTION

The Bega Cheese Enterprise Committee has agreed to introduce a voluntary form of Leisurebank under the Bega Cheese Enterprise Agreement.

# 2.0 DEFINITION OF LEISUREBANK

Leisurebank is a formal system of time-in-lieu of overtime which is gaining greater acceptance throughout industry. It enables an employee to accrue overtime during busy periods and take the time off at a later date, rather than being paid for the overtime at the time it is worked.

# 3.0 BEGA CHEESE LEISUREBANK ARRANGEMENTS

### i) Eligibility

All weekly and Permanent B employees operating under the Bega Enterprise Award would be eligible to participate in the Leisurebank scheme.

# ii) Prior Approval

Leisurebank time can only be accrued if the overtime to be "banked" was approved by the Departmental manager prior to the time being worked and it was agreed that the overtime would be accrued to the staff member's Leisurebank.

# iii) Recording Leisurebank Hours

At the end of each week the amount of overtime to be accrued to the staff member's Leisurebank is to be noted on their time sheet and approved by the supervisor/departmental manager. The Payroll Officer will then record the actual hours of overtime in the Leisurebank of each staff member. The Leisurebank will record the actual hours worked and the penalty rate escalation which would have applied if the overtime was taken as overtime paid.

# iv) Minimum Number of Hours

A minimum of one hour of approved Leisurebank time must be worked on any day before Leisurebank is accrued.

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# v) Maximum Number of Hours

Each employee is only entitled to accrue up to a maximum of 500 hours of overtime as Leisurebank. If additional overtime is worked such that the balance of the Leisurebank would exceed 500 hours, the staff member is to be paid the overtime and not accrue any more than the maximum of 500 hours.

# vi) Maximum Duration for Accruing Leisurebank

The balance of Leisurebank is not to be accrued for more than 12 months. That is, if a staff member accrued 20 hours into Leisurebank in January 2000, that 20 hours must be taken off prior to January 2001.

# vii) Taking Time Off

Given the seasonal nature of our Lagoon Street business, the Leisurebank would ordinarily be accrued in spring/summer and taken off in autumn/winter. The Leisurebank should therefore largely be cleared before the next season's peak period begins.

For the Ridge Street business, the "season" will be influenced by our major customers, with November/early December traditionally being very busy and late December/January traditionally being very quiet. In addition, given the short term cycle of the Ridge Street business (affected by BCT promotions, activities of our competitors in the domestic market, demands of export customers, etc) overtime may be necessary over 1-3 weeks, but then a shut down may be required. We would expect time to be accrued to Leisurebank in the busy weeks and taken off in the quieter weeks.

Notwithstanding the above, the Leisurebank hours can only be redeemed/taken off at a time mutually agreed between the employee and the supervisor or Departmental manager.

# viii) Notice That Leisurebank is to be Redeemed

The time sheet is to record all hours of Leisurebank taken off by each staff member each week. The time sheet is to be signed by the supervisor. The Payroll Officer is to record the actual Leisurebank hours redeemed and adjust the employee's Leisurebank.

# ix) Rate at Which Leisurebank is Accrued

Leisurebank is to be accrued on an actual hours worked basis, and no penalty rate "gross-up" is to apply. That is, if an employee accrues ten hours to his/her Leisurebank, they will be entitled to take ten hours off at a later date.

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# x) Voluntary Scheme

The decision to accrue Leisurebank hours will be at the discretion of the employee and is subject to prior approval by the supervisor/departmental manager. The employee may choose to take overtime as paid overtime if he/she does not wish to participate in the Leisurebank scheme.

Unless otherwise advised, the Payroll Officer will assume that employees wish to take overtime, not Leisurebank hours.

### xi) Payout of Leisurebank

Leisurebank hours may subsequently be paid out as cash from an employee's Leisurebank, if specifically requested in writing by the employee. The amount paid out will be at the same hourly rate which existed at the time the overtime was initially worked. In addition, the amount paid shall be "grossed-up" for the overtime hours, such that the amount subsequently paid is equal to the amount which would have been paid if the overtime had originally been taken as overtime paid.

On termination/resignation, employees will be paid out the balance of their Leisurebank at the end of their last day of work on the same basis as above (i.e. grossed-up but at original rates of pay).

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13.	Signa	tories	to	the	Ag	reem	<u>ent</u>
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Signed for and on behalf of The Bega		
(A)	21/2/2000	
Signature	Date Valid	
and ariff in	Company Scientery (Este Financial Late	
Printed Name	Position	
Common Seal of	the Company	
Signed for and on behalf of The Austra	alasian Meatworker's Union, William	177
New South Wales Branch	A NEW AND	
C D-111- 1	16.3.2000	
Signature	Date South E	
0400118 - 1-	SECRETARY	
CHARLES DONZOW  Printed Name	Position	
1 1111000 1 18820		
Signed for and on behalf of The Austr	alian Manufacturing Worker's Union,	
New South Wales Branch	94	
Signature	Date	
Printed Name	Position	
Signed for and on behalf of The Feder	rated Clerk's Union,	
New South Wales Branch		
Signature	Date	
Printed Name	Position	
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