

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/59

**TITLE:** **Patrick Logistics Prospect Cold Storage Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/6847

**DATE APPROVED/COMMENCEMENT:** 2 December 2004 / 19 October 2004

**TERM:** 29

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/106.

**GAZETTAL REFERENCE:** 18 March 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Patrick Logistics Ltd located at 560 Reservoir Road, Prospect who fall within the coverage of the Cold Storage and Ice Employees (State) Award.

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

# PATRICK LOGISTICS PTY LIMITED PROSPECT COLD STORAGE ENTERPRISE AGREEMENT 2004

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## **1. Title**

- 1.1. This document shall be known as the Patrick Logistics Prospect Cold Storage Enterprise Agreement 2004 (the "Agreement").

## **2. Parties**

- 2.1. This Agreement is made between Patrick Logistics Pty Limited, ("Patrick" or "the Company") and the Australasian Meat Industry Employees Union, New South Wales Branch, ("AMIEU" or the "Union").

### **3. Scope**

- 3.1. Subject to Clause 4.1, this Agreement shall apply to all relevant persons employed under the Cold Storage and Ice Employees (State) Award in respect of Patrick's operations at 7 Steel Street Blacktown NSW 2148, but does not apply to employees of the Company employed on other Agreements to the exclusion of this Agreement in accordance with the *Industrial Relations Act 1996*.
  - 3.1.1. Patrick will issue a letter of appointment to those persons specifying that their terms and conditions of employment are governed by this Agreement and the relevant Award.
- 3.2. Nothing in this Agreement prevents Patrick from extending or curtailing its operation in or beyond those operations or from employing any person on other Agreements to the exclusion of this Agreement in accordance with the *Industrial Relations Act 1996* or at common law.
- 3.3. This Agreement may not be varied other than in accordance with the provisions of the *Industrial Relations Act 1996* (the "Act").
- 3.4. An employee of the Company shall perform any work as the Company may reasonably require including any function for which the employee is qualified including work of a higher or lower grade provided that the employee is remunerated in accordance with the Award and this Agreement.
- 3.5. This agreement is to be read in conjunction with the current Patrick Policies, Entitlements and Obligations document.

### **4. Term of Agreement**

- 4.1. This Agreement shall commence operation from the first full pay period on or after the day on which it is signed by the parties and shall remain in force until 31 March 2007.

### **5. Previous Agreements Rescinded and/Or Varied**

- 5.1. This Agreement and attached schedules are intended to cover the field on all matters. Without exception, it shall provide a complete and final resolution of all claims, whether specifically covered in/by this Agreement or not, relating to terms and conditions of employment for all employees employed under the terms of this Agreement, other than any specific claim referred to and allowed for in this Agreement. It is not open to any party to raise additional matters relating to employment and employment conditions.
- 5.2. This Agreement shall replace and rescind the Patrick Logistics Blacktown Cold Storage Enterprise Agreement 2003 and any other Agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangements(s), written or unwritten which applied prior to the commencement of this Agreement and which regulated the terms and conditions of employment of employees to whom this Agreement applies.
- 5.3. This Agreement shall be read in conjunction with any Schedule attached to this Agreement providing that the terms of any such Schedule shall not be inconsistent with the terms of the Agreement itself.
- 5.4. Upon signing of the Agreement as set out in Clause 4.1, the parties shall apply to the NSW Industrial Relations Commission (the "NSW IRC" or the "Commission") to terminate the Agreement in Clause 5.2 and to certify this Agreement. Such application to the Commission shall not delay the immediate implementation of this Agreement.

### **6. Certification & Operation of the Agreement**

- 6.1. Subject to the approval of the NSW IRC, this Agreement shall be certified in accordance with the provisions of the "Act".
- 6.2. This Agreement is to be read and interpreted wholly in conjunctions with the provisions contained in the Cold Storage and Ice Employees (State) Award (the "Award"), excluding any variations to that Award

made subsequent to certification of this Agreement unless otherwise agreed between the parties. To the extent of any inconsistencies between this Agreement and the provisions contained in the Award, this Agreement shall prevail.

- 6.3. Nothing in this Agreement shall impede the process of ongoing change to continuously improve the viability, efficiency and productivity of the Company.
- 6.4. Clause 27 provides procedures for preventing and settling disputes between the parties. It is recognised by the parties and all employees covered by this Agreement that the Avoidance of Disputes Procedure requires that any matter must firstly be raised by the employee or his/her delegate/representative at job level with his/her manager prior to referral to the Union or corporate Company management. No matter shall be processed in accordance with the Procedures unless it has firstly been genuinely addressed at site level and thereafter still remains unresolved.

## **7. Anti-Discrimination**

- 7.1. It is the intention of the parties bound by this agreement to achieve the object in section 3(f) of the New South Wales *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.
- 7.2. It follows that in fulfilling their obligations under the disputes 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 of operation, has a direct or indirect discriminatory effect.
- 7.3. 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.
- 7.4. Nothing in this clause is to be taken to affect:
  - Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - Offering or providing junior rates of pay to persons less than 21 years of age;
  - Any act or practice of a body established to propagate religion, which is exempted under Section 56 (d) of the *Anti-Discrimination Act* 1977; or
  - A party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 7.5. 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.
- 7.6. Section 27 provides procedures for preventing and settling disputes between the parties. It is recognised by the parties and all employees covered by this Agreement that the Avoidance of Disputes Procedure requires that any matter must firstly be raised by the employee or his/her delegate/representative at job level with his/her manager prior to referral to the Union or corporate Company management. No matter shall be processed in accordance with the Procedures unless it has firstly been genuinely addressed at site level and thereafter still remains unresolved.

## **8. Intent**

- 8.1. It is the intent of all parties to continue a fundamental and ongoing reform to the Patrick employment arrangements and to encourage the development of world's best practice in all facets of the company's operations.

- 8.2. It is recognised by the Company that job security, career paths, potential high earning capacity, communication/employee involvement, cooperation, non discrimination, equal employment opportunity, equitable, transparent and safe employment arrangements and relationships are standards expected by employees and the Union which the Company will strive to achieve at all times.
- 8.3. Patrick employees have rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. It is recognised by the employees and the Union that the employees role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, technology based expertise, equipment care, stability and reliability.
- 8.4. The Union and employees also recognise that economic cycles, volume changes, gains and losses of business, revenue and cost variations and sub-standard performance can seriously impact upon the ability of the Company to achieve the standards expected by employees.
- 8.5. Patrick management has rights and responsibilities and nothing within this Agreement shall be taken to diminish these in any manner. For the avoidance of doubt, the Company at any time may determine which positions, structures and work practices shall exist and the manner in which employees placed by the Company to those positions and structures carry out their duties. This process will be based on merit and with all things being equal seniority will be the deciding factor.
- 8.6. The Company acknowledges that employees may choose to be represented by the Union and its Officers appointed in accordance with the Union's rules. Right of Entry arrangements for Union officials are in accordance with the Act.
- 8.7. Patrick recognises the Australasian Meat Industry Employees Union, New South Wales Branch (AMIEU) as the relevant union to provide coverage for the workplace/s covered by this Agreement. The AMIEU and Patrick recognise and acknowledge the need for a continuing climate of mutual co-operation to maximise the benefits of the working and employment relationships.
- 8.8. Employees subject to this Agreement shall be advised of the AMIEU representation on the site. Upon commencement of employment, each employee will be given suitable induction for the position they are appointed to and will have access to discussions with the AMIEU site delegate and Management.
- 8.9. Each employee shall have access to a copy of this Agreement, which will be maintained in hard copy at the workplace and where available, via the Intranet.
- 8.10. An employee may authorise Patrick in writing to deduct membership fees for the AMIEU from their weekly pay and Patrick will remit such fees directly to the Union.
- 8.11. The union may apply to the Company for paid leave for a delegate/s to attend training courses organised by Union with appropriate input from the Company. The Company shall not unreasonably withhold approval for such application whilst at the same time the Company reserves the right to withdraw from this arrangement should the extent, frequency or content of such courses exceed levels or nature of courses prevailing at the time of making of this Agreement.
- 8.12. An employee shall be required to be familiar with and to observe at all times, various Company policies and procedures that shall be consistent with this Agreement. Any concern over the intended changed policies and/or procedures shall be progressed through the Avoidance of Disputes procedure contained in Section 27.

## **9. Contract of Employment**

- 9.1. 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.
- 9.2. 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.

- 9.3. 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.
- 9.4. A "fixed term employee" shall mean an employee engaged on a weekly basis for a specified period.
- 9.5. 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 by Patrick as a casual employee which runs consecutively with the above weekly employment shall be deemed to be part of the three month period.
- 9.6. 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;
  - (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, the achievement of all personal productivity levels as defined by group consultation;
  - (c) Employees shall keep in good working order any equipment or materials they are supplied with;
  - (d) Employees shall not impose or continue to enforce any 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;
  - (e) Employees shall not impose any limitations or continue to enforce any limitations on supervisors/managers or technical personnel demonstrating the use of equipment or machinery or in emergency situations;
  - (f) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times;
  - (g) Employees shall comply with the relevant Occupational Health and Safety procedures and the relevant Act;
  - (h) An employee required to regularly work in the freezer chamber where the temperature is minus 18 degrees Celsius or colder shall be medically selected as fit to perform such work as per the company's current policies and procedures. This shall only apply to future employees and where there is a genuine risk to current employees health;
  - (i) An employee required to work in the freezer chamber where the temperature is minus 18 degrees Celsius or colder for long periods shall be allowed reasonable breaks outside the chamber;
  - (j) All employees are to be dressed and ready for work at the commencement of their starting time. Employees will be given 5 minutes undressing time at the completion of the working hours; and
  - (k) All employees must comply with the Patrick Logistics Quality procedures. Failure to comply with these procedures may result in employee counselling or termination of employment on the grounds of misconduct. All employees will be trained in such procedures.

## **10. Damages**

#### 10.1. Product Damage

Employees causing any damage must abide by the following procedure. If product damage occurs, the employee must remove the damaged product to the designated area, and the area where the damage occurred must be cleaned immediately. These incidents must be dealt with in accordance with the company's Damage Goods Procedure and reported to the immediate supervisor or manager. If damages are not reported this may result in employee counselling or termination of employment on the grounds of misconduct

#### 10.2. Plant, Property and Equipment

Employees must report all accidents or near misses they are involved in resulting in damage or near damage to buildings, forklifts, equipment and stock, to their supervisor or manager. Failure to report damages may result in employee counselling or termination of employment on the grounds of misconduct.

### **11. Part-Time Employment**

- 11.1. The employer may engage permanent part-time employees.
- 11.2. "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.
- 11.3. An employee so engaged shall be paid per hour one thirty-eighth of the weekly wage rate for the grade in which the employee is engaged.
- 11.4. 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.
- 11.5. A part-time employee will be given preference for any suitable permanent position with the employer that may become available.

### **12. Casual Employee**

- 12.1. 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).
- 12.2. A casual employee shall not be engaged for less than four hours in any single engagement.
- 12.3. A casual employee shall terminate at the conclusion of their shift and may be re-engaged for another shift at the sole discretion of the employer.
- 12.4. The employer shall not engage more than 1 in 4 casuals to permanent employees, except in the case of container unloading, or to cover absenteeism, holidays, seasonal fluctuations or changes in business requirements.

### **13. Classifications**

The following employee classifications structure shall apply:

#### 13.1. Leading Hand:

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

- (a) Shall possess a highly developed level of interpersonal and communication skills;

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

### 13.2. Multiskilled Operator

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

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

- (a) Shall be responsible for the loading, unloading and checking of goods into and from vehicles and containers.
- (b) Shall be responsible and required to perform general warehouse duties such as pallet consolidation, product tying, product stacking, stock movement etc.
- (c) As part of the duties will need to have appropriate computer skills and be able to operate scanning equipment. This includes the ability to check, count and adjust stock levels if required.
- (d) Shall be responsible for general maintenance and repairs of materials handling equipment where appropriate training has been given. This includes battery maintenance and changing.
- (e) Employees will be required to hold all current licences that may be required by law to operate any equipment on site.
- (f) Shall be responsible for and able to perform all duties involved in receiving and despatching goods including identification, tallying, scanning.
- (g) Shall be responsible for the quality of goods, which will include performing quality control techniques and procedures.
- (h) Shall be capable and willing to perform any duties of an Order Picker / General Hand.

### 13.3. General Hand / Order Picker



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

- (a) Shall be required to operate manual, mechanical or electrical equipment, for which no licence is required,
- (b) Order pick by carton,
- (c) May attend to battery maintenance and recharging procedures for pallet transporters.
- (d) May be required to operate an electric scrubber and attend to basic non-trade maintenance,
- (e) Shall attend to store cleaning duties of a general nature;
- (f) After proper training, shall:
  - (i) Be responsible for the quality of work subject to detailed direction,
  - (ii) Work in a team environment and/or under supervision;
  - (iii) Undertake duties in a safe and responsible manner;
  - (iv) Possess basic interpersonal and communication skills.
- (g) Shall be competent to perform the following tasks / duties:
  - (i) Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
  - (ii) Preparation and receipt of appropriate documentation including liaison with suppliers;
  - (iii) Allocating and retrieving goods from specific store areas;
  - (iv) Basic VDU / keyboard and scanning skills;
  - (v) Periodic housekeeping and stock checks;
  - (vi) Stack and consolidate pallet loads.

#### **14. Ordinary Hours of Work**

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

14.1.1. The ordinary hours of work for day shift shall be between the following spans:

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

14.1.2. Afternoon shift shall be a shift which finishes ordinary hours after 7.00pm and at or before 1.00am, Monday to Sunday.

14.1.3. Night shift shall be a shift which finishes work after 1.00am but before 5am, Monday to Sunday.

Note: No employee, whose employment commenced prior to 19 March 2003, will be moved to a permanent Sunday shift unless it is mutually agreeable.

#### 14.2. Shift Allowances

An employee engaged in shiftwork as defined by clauses 16.1.2 and 16.1.3 shall be paid, in addition to their ordinary rate of pay, the following loading during ordinary hours:

Afternoon shift:	20%
Night shift:	30%

#### 14.3. 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.

#### 14.4. Day workers and Shift Workers

- (a) The 38-hour week shall be worked on one of the following basis':
  - (1) Thirty-eight ordinary hours of service shall constitute a week's work,
  - (2) 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 to a pattern determined by the employer with up to 5 days of accrual.
  - (3) Such hours shall be worked in shifts of not less than four and no more than ten consecutive hours.
- (b) The method or methods of operating less than ten hours per day may be any of the following to be implemented at the discretion of the employer in consultation with an employee. Whereby an employee:
  - (1) Works less than 8 ordinary hours each day; or
  - (2) Works less than 8 ordinary hours on one or more days; or
  - (3) By rostering an employee off on a day of a week during a particular work cycle so that the employee has one day off during that cycle, where the employee is rostered to work no more than 8 ordinary hours on each shift of day; or
  - (4) Circumstances may arise where different methods of operating the 38 hour week apply to different groups or sections of employees with the business of an employer; and

### **15. Maximum Hours on Ordinary Time**

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

## **16. Rosters**

- 16.1. 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 that the employee is required for work.
- 16.2. A roster may be any one as stated at above.
- 16.3. An employee's starting and finishing times of ordinary work may be changed by mutual agreement between the employee and the employer without notice.
- 16.4. 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.
- 16.5. 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.

## **17. Rostered Day Off (RDO's)**

- 17.1. Full time employee's shall accrue two hours per week towards an RDO. This is achieved by working extra ordinary time each day as part of their standard roster, completing a 40 hour week during ordinary time
- 17.2. Where extra time is not worked, RDO's do not accrue.
- 17.3. RDO's will be allocated to each employee on a rotating roster system and shall not fall on any public holiday as prescribed in clause 21.
- 17.4. Full time employees do not have to participate in RDO accrual if they choose not to. In this instance they will advise their Manager in writing and will complete a 38 hour week during ordinary time.

## **18. Overtime**

- 18.1. An employee may be required to work reasonable overtime.
- 18.2. An employee who works outside their rostered hours shall be paid overtime except if the employee is working make up time in which case the ordinary rate shall apply.
- 18.3. Except as provided for in clause 17, 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.
- 18.4. No employee shall work outside the spread of ordinary hours without the payment of overtime.
- 18.5. Overtime shall be paid at time and a half for the first two hours and double time thereafter calculated daily.
- 18.6. Stocktake Period:

An employee is expected to work overtime during a Stocktake period provided:

- (a) The employee is given not less than 7 days notice of being required to work overtime; and
- (b) No employee is required to work overtime on more than 4 Stocktake periods in any one calendar year; and
- (c) An employee who would suffer genuine personal hardship by working overtime during a Stocktake period may seek an exemption to such overtime by providing to the employer the

grounds of the personal hardship. However, the employer may reject such grounds and the issue may be treated under the disputes procedure.

- 18.7. By mutual agreement an employee who has worked overtime may forgo overtime payment and take the equivalent time off work for which they would have been paid for the working of the overtime.
- 18.8. After completing or being rostered to complete a normal weekly roster a weekly employee may volunteer to work additional hours and the company shall give preference to such a request where work is available and would otherwise be undertaken by a casual employee. Such additional hours will be paid Monday to Friday at ordinary rates of pay and Saturday at 150% the ordinary rate of pay.
- 18.9. When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times, shall, subject to this clause, be released after the completion of overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence. If an employee resumes or continues work, on the instruction of the employer, without having had an absence of 10 consecutive hours, the employee shall be paid at double time rates until released from duty for that period.
- 18.10. An employee required for overtime work on a Saturday shall have not less than 4 hours work or be paid for not less than if they worked for 4 hours at the overtime rate.

### **19. Meal Breaks, Breaks and Meal Allowances**

#### 19.1. Breaks on ordinary hours

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

- (a) Where a casual or part-time employee is engaged for only 6 hours in that shift in which case no meal break shall be taken; and
- (b) Where the loading or unloading of a truck commenced before the meal break was to be taken the employee shall:
  - (1) Continue to take delivery of stock and complete the removal of the stock from the truck, and
  - (2) Place the stock in a secure location where refrigeration and or freezing procedures are applied to the stock, and
  - (3) The employee shall take the meal break thereafter and no penalty shall apply for the employee taking a delayed meal break.
- (c) The employer and employee may decide when authorised breaks are to be taken to best suit the needs of the enterprise.
- (d) The employer may implement measures to ensure operational requirements are met. This may require the alteration of scheduled meal breaks for one or more employees if the employer considers such alternation is necessary for continuity of operations. The employer will respect the needs of employees when altering such breaks.
- (e) A day shift employee will be entitled to:
  - (1) One 30 minute unpaid meal break (lunch)
  - (2) 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.

#### 19.2. Breaks and Allowances on Overtime

- (a) Any employee working overtime for a period equal to 2 or more hours per day will receive a meal allowance in the amount prescribed in Schedule 2.
- (b) An additional meal allowance shall be paid if any employee is required to continue overtime for a further 4 hours after the first meal allowance period has expired.
- (c) An employee working 2 or more hours overtime, after the completion of their ordinary hours, will be entitled to a 20 minute paid meal break. 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. Where the overtime meal break is not taken, the employee will receive an additional payment of 20 minutes for each.
- (d) The above breaks and allowances are not cumulative, e.g. for overtime in excess of 2 hours only one meal allowance and one overtime meal break will be paid.

### **20. Sundays and Public Holidays**

- 20.1. The following days shall be recognised as holidays: New Years day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing day, as well as all proclaimed public holidays for the State of N.S.W and the annual picnic day of the Australasian Meat Industry Employee's the union, New South Wales Branch, and shall be taken as one day per calendar year.
- 20.2. 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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 the employee concerned agrees it; and

- (d) Minimum payment of 4 hours on public holidays.
- 20.6. 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.
- 20.7. All time worked on Sundays that is not part of ordinary hours shall be paid at Double time.

### **21. Family Leave**

- 21.1. An employee who is required to provide 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.
- 21.2. An employee applying for family leave shall be required to satisfy the employer that such leave is genuine and no prior notice was available to the employee in which time they would have made alternative arrangements to provide care for the family member.
- 21.3. Family leave taken under this clause shall be deducted from the employee's unused sick leave entitlements, annual leave or banked RDO time.
- 21.4. 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 care.
- 21.5. 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.
- 21.6. For the purposes of this clause an employee taking family leave shall not have their ordinary pay deducted for the period of family leave but such leave shall not be cumulative from year to year.

### **22. Annual Leave**

- 22.1. 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.
- 22.2. An employee seeking annual leave shall apply to the employer at least one month prior to the date when annual leave is requested.
- 22.3. The employer may require an employee to take annual leave to suit the running of the business.
- 22.4. Employees agree to substitute the union picnic day (as per clause 20.1) for an additional day of annual leave, which will attract annual leave loading.

### **23. Annual Leave Loading**

- 23.1. At the time an employee is given and takes their annual leave, or, where by agreement between the employer and employee the annual leave is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee an annual leave loading.
- 23.2. An employee taking annual leave shall be entitled to be paid, in addition to their annual leave, a 17.5% loading for all time taken as annual leave providing the employee has worked 12 continuous months since their commencement date anniversary with the employer.
- 23.3. 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.

- 23.4. 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 the annual leave to which they are entitled, they shall be paid the annual leave loading.
- 23.5. An employee who commences annual leave before they have completed 12 continuous months of employment since their commencement date anniversary shall be paid the annual leave loading only for the period of annual leave which falls after the anniversary date.
- 23.6. Nothing in this clause shall prevent an employee and the employer from making other mutually acceptable arrangements.
- 23.7. All shift workers shall receive the applicable shift loading in addition to the annual leave loading when taking annual leave.

#### **24. Sick Leave**

- 24.1. An employee who, after not less than three months continuous service with the employer is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the Worker's Compensation Act, 1987 as amended, received in the said employment not due to their own serious and wilful misconduct) shall be entitled to be paid for such non-attendance the amount of their ordinary rate of pay, subject to the following:
- 24.2. Where an employee is absent from duty by reason of incapacity due to injury arising out of or in the course of their employment and is receiving compensation under the Workers Compensation Act, 1987, as amended, the employer shall pay to such employee, if they so request, in addition to such compensation, the difference between the amount of the compensation and their ordinary time rates of pay (exclusive of overtime and other penalty payments) with a minimum payment not exceeding the balance, if any, of their entitlement to paid leave of absence under this Clause.
- 24.3. The employee shall, within two (2) hours before the commencement of such absence (where possible) inform the employer of their inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the same. If the employee is unable to inform the employer within this time, they shall inform the employer within 24 hours of the commencement of such absence.
- 24.4. For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof (including, where applicable, the estimated duration of their absence) the employer through any person appointed by it to interview employees for this purpose (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 also include the right to examine the employee.
- 24.5. The employee shall prove to the satisfaction of the employer that they are or were unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.

Notwithstanding the above, for absences before or after public holidays and any other planned absence, proof by way of a suitably detailed medical certificate shall be supplied irrespective of the length of the absence.

- 24.6. An employee shall be entitled, in respect of any year of continuous service, to paid sick leave, 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 day's sick leave entitlement - 8 days.

(b) In the second and subsequent years of service

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

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

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

24.8. An employee, who unreasonably refuses the interview or unreasonably refuses or prevents the examination specified in sub clause 24.4 of this clause, shall not be entitled to payment for the period during which they are absent from duty.

24.9. 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.

24.10. Provided that once an employee has had three months continuous service with the employer they shall be paid for any absence owing to illness during the first three months of service.

24.11. This Clause does not apply to casual employees.

24.12. Notwithstanding anything else stated in this clause, an employee, but not a casual employee, who has in excess of 10 days of unused sick leave at the end of their anniversary date of employment may elect to be paid those excess days on a day in that calendar year as determined by the employer.

## **25. Bereavement Leave**

25.1. 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 be for a period not exceeding 16 working hours without loss of any ordinary pay which the employee would have earned if they had not been on such leave.

25.2. The right to such leave will be dependent on compliance with the following conditions:

(a) The employee shall give the employer notice of intention to take such leave as soon as reasonably practicable after the death of such relation;

(b) The employee shall furnish proof of such death to the satisfaction of the employer;

(c) The employee shall not be entitled to leave under this Clause during any period in respect of which he had been granted any other leave.

25.3. 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.



25.4. This Clause does not apply to casual employees.

## **26. Settlement of Disputes Procedure**

- 26.1. Subject to the provisions of the NSW *Industrial Relations Act 1996*, the following mechanism and procedure must be used for the resolution of any dispute (including potential dispute) arising in the workplace.
- 26.2. This procedure applies to disputes between an employee and the employer in respect of any employment matter. The procedure applies to a single employee or to any number of employees.
- 26.3. The parties agree that it is in the interest of all parties to resolve disputes and grievances in the most timely and efficient manner possible. It is therefore agreed that as soon as is practicable after the dispute or claim has arisen, the employee/s will refer the issue directly to their immediate supervisor, affording them reasonable opportunity to remedy the dispute or claim.
- 26.4. If the matter remains unresolved, or is of such a nature that a direct discussion between the employee/s and their immediate supervisor would be inappropriate, the employee will refer the matter to the next level of supervision or management as appropriate.
- 26.5. If the matter remains unresolved at this stage the employee may seek assistance in resolving the matter from a union delegate or a representative of their choice. The employee and their representative should take the matter up directly with the appropriate level of management.
- 26.6. A reasonable time frame will be permitted for management to investigate the matter and respond to the employee/s, and unless a valid reason exists to do otherwise, an initial response shall be provided within forty-eight hours of the matter being raised in 26.5 above.
- 26.7. If after discussion between Patrick and the employee/s and their representative, the matter remains unresolved after the parties have genuinely attempted to achieve a resolution, either party may refer the matter to the Industrial Relations Commission of NSW.
- 26.8. Pending the completion of the procedure set out in this clause, work shall continue in accordance with this Agreement without interruption. When a dispute arises over the lawful exercise by the Company of management discretion and is not at variance with a clearly expressed and acknowledged Agreement, pending resolution of the matter, work shall continue in accordance with this Certified Agreement, contracts of employment and the direction of the Company. Where the above does not apply, the status quo will apply in accordance with any clearly expressed and acknowledged Agreement pending resolution of the matter.
- 26.9. Without interfering with either parties rights, the instigator of the issue that gives rise to the dispute shall carry the onus of reference to the Commission for resolution.
- 26.10. Discussions at any stage of this procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it take a reasonable period of time for the appropriate response to be made.

## **27. Counselling Procedure**

- 27.1. The employer shall follow a disciplinary procedure directed towards improving the conduct, performance and work standard of each employee.
- 27.2. 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.
- 27.3. The employer shall have a counselling and warning procedure, which shall be consistent with the terms of this clause.

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

### **28. Payment of Wages**

- 28.1. Payment of wages and other work related allowances and entitlements shall be paid by electronic funds transfer, hereinafter called EFT.
- 28.2. Wages may be paid weekly, fortnightly or monthly by agreement between the employer and the employee.

### **29. Freezer Allowance**

- 29.1. The employer shall pay all employees (permanent, part-time, casual and fixed term employees) who work in the freezer chamber an allowance for work done in the freezer chamber.
- 29.2. For each hour of overtime worked the freezer allowance shall be paid. This is a flat hourly allowance and is not multiplied by the overtime penalty rate.
- 29.3. The freezer allowance shall be paid for all purposes of the agreement, with overtime being paid as per clause 29.2. All purpose shall mean payment of freezer allowance on: annual leave, sick leave, long service leave, bereavement leave, workers compensation, and public holidays.
- 29.4. For purposes of this clause a freezer chamber shall be a chamber where the temperature operates below minus 18oC.

### **30. Allowances Generally**

- 30.1. All allowances, unless prescribed otherwise by this Agreement, are for worked hours only.

### **31. Accident Pay**

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

- 31.1. "Accident Pay" means a weekly payment of an amount representing the difference between the amounts of compensation received and the rate of wage prescribed for such employee for the week in question.
- 31.2. "Compensation" means the weekly payment for incapacity made pursuant to the Act and in the case of partial incapacity includes the amount which the employee earned or which the Workers' Compensation Commission determines or the parties agree the employee was able to earn in the week in question in some suitable employment or business.
- 31.3. "Injury" means personal injury arising out of or in the course of the employment (including, but without limiting the generality of the foregoing any disease to which the provisions of the Act apply and any injury received during a daily or other periodic journey or any other journey to which the provisions of the Act apply or during any ordinary recess referred to in section 7 of the Act) resulting in incapacity and for which compensation is being paid.

### **32. Jury Service**

- 32.1. An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 32.2. An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of his/her attendance, the duration of attendance and the amount received in respect of such jury service.

### **33. Employee Protection & Clothing**

- 33.1. An employee required to work in the freezer chamber shall be supplied with a Freezer suit, gloves, freezer boots and suitable head covering.
- 33.2. An employee shall be entitled to appropriate safety footwear whilst working in the movement of stock.
- 33.3. The employer shall provide appropriate protective clothing for an employee expected to work in wet or iced conditions such as gumboots and waterproof coats if reasonably required.
- 33.4. The employer shall provide facilities for the satisfactory drying of protective clothing between shifts.
- 33.5. Employees when overheated, through working outside, shall be allowed to cool down before entering the chamber.
- 33.6. No employees shall be called upon to work in a chamber where the floor is wet or substantially iced, or where there is a serious dripping of moisture from pipes or where a leak of ammonia exists. Where wet or iced conditions prevail employees shall be required to perform such work as required by management to alleviate such conditions, before a normal resumption of work takes place.
- 33.7. All Employees party to this agreement undertake to wear safety footwear that complies with the current Australian Standards whilst at work. Safety footwear will be selected and supplied by the company, and will be replaced on a fair wear and tear, one for one basis. All Employees agree to wear a Safety Vest or High Visibility shirt or jacket that complies with the current Australian Standards for High Visibility clothing, whilst at work. These items will be selected and supplied by the company, and will be replaced on a fair wear and tear, one for one basis. The company shall undertake to make available all appropriate protective clothing to perform clean-up of all spills and damages in accordance with the guidelines as stated in the OH&S legislation for N.S.W.

33.8. All Employees will wear company issued uniforms at all times during working hours, any employee failing to comply with this requirement will not be able to start work until they comply with this requirement.

33.9. It is the responsibility of each employee to clean and maintain all company-supplied items to an acceptable standard as defined by management. Company supplied uniforms will be replaced on a fair wear and tear, one for one basis.

### 34. Termination

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

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

34.2. An employee who is terminated by the employer and who is over 45 years of age shall be entitled to receive one extra week in addition to the notice in the table above.

34.3. An employee wishing to terminate their employment shall be required to give to the employer the same notice as in the table above but an employee over 45 years of age shall not be expected to give the extra one week.

34.4. The employer and employee may agree to forgo the notice period and mutually agree to another period and in this event the employee shall be paid for only the time worked.

34.5. The employer shall be entitled to pay to an employee the notice period or the balance of the notice period and in such case the employee shall terminate at the time of payment.

34.6. Termination payment shall be paid by EFT unless the employer and the employee mutually agree to another method of payment.

34.7. An employee who is terminated summarily for serious misconduct shall not be entitled to any notice.

### 35. Redundancy

35.1. Definitions

(a) "Redundancy" is when an actual reduction in the number of permanent employees employed at the enterprise shall occur as a result of economic downturn or technological change and where alternative employment cannot be found.

(1) Where an employer initiates a reduction in the number of Permanent employees required, redundancy shall apply; or

(2) The employer ceases to carry on the business at the current location and does not offer transfer and continuing employment at a new location.

(b) Casual employment shall not be included for the purpose of redundancy.

(c) "Ordinary rate of pay" means the normal weekly payment received by an employee for the ordinary hours of work at the date of redundancy and shall be determined at average rate paid for annual leave. It shall include allowances normally paid, such as Leading Hand allowances, First Aid Allowances, but excludes any shift allowance or overtime penalty payments.

### 35.2. Notice of Redundancy

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

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

### 35.3. Selection

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 suit the operational needs of the continuing enterprise. The union will be kept fully informed.

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

### 35.4. Consultation

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

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

### 35.5. Redundancy Payments

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

### 35.6. Redundancy Payments on Termination

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

### 35.7. Notification to CentreLink

Where a decision has been made to terminate the employment of more than 15 employees due to redundancy, 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.

### 35.8. Time Off to Seek A Job

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

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

#### 35.9. Superannuation

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

#### 35.10. Exceptions

Redundancy shall not apply where employment is terminated as a consequence of conduct that justified instant dismissal including malingering, inefficiency, or neglect of duty. Redundancy shall not apply to casual employees, or for persons engaged to complete a specific task or tasks. Redundancy shall not apply where an employee advised of a pending redundancy, elects to terminate their services prior to the date nominated by the employer.

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

#### 35.11. 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.

#### 35.12. Access to the Employer's Facilities

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

#### 35.13. Leaving Employment During Period of Notice

The Company shall permit an employee who has been given formal notice to leave employment during the period of such notice without affecting their entitlement to the redundancy payment prescribed by sub clause 35.5 of this clause. In this situation redundancy payments will be calculated up to and including the date of termination of employment and the employee will forfeit the remainder of the notice period.

### **36. 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; and
- (b) Whether the employer has hired a replacement casual employee.

### **37. Mixed Functions**

37.1. Should an employee engaged at a higher paid class of work be transferred temporarily to a lower paid class of work, they shall continue to receive the higher rate during such transferred temporary employment.

37.2. An employee, who is required to do work carrying a higher rate than their ordinary classification for 2 hours or more on any day or shift, shall be paid at the higher rate for the whole of the day or shift.

37.3. Subject to sub clause 37.2, 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.

37.4. While an employee is under training and supervised, they will retain existing wage rates for a training period as a guide of 152 hours (or 4 weeks) (and paid freezer allowance if working in freezers) in any one job.

**38. First Aid**

Any employee, who hold a current First Aid Certificate and is duly appointed as a first aid officer, will receive a weekly first aid allowance as prescribed by Schedule B.

**39. Signatories**

This Agreement is made at ..... on the ..... day of ..... 2004.

Signed for and on behalf of:  
PATRICK LOGISTICS PTY LIMITED

Witness

Paul Digney  
General Manager

Name (Please Print)

Signed for and on behalf of:

AUSTRALASIAN MEAT INDUSTRY EMPLOYEE'S UNION  
(New South Wales Branch)

Witness

Charlie Donzow  
Secretary

Name (Please Print)

Witness

Name (Please Print)

**SCHEDULE A**

**Rates of Pay**

The rates of pay for each classification shall be as follows and are payable for the first full pay period on or after the dates below:

Classification	Current Rate		4% Increase April 2004		4% Increase April 2005		4% Increase April 2006	
	Weekly (38 hrs)	Hourly	Weekly (38 hrs)	Hourly	Weekly (38 hrs)	Hourly	Weekly (38 hrs)	Hourly
Order Picker General Hand	\$622.06	\$ 16.37	\$646.94	\$17.02	\$672.82	\$17.71	\$699.73	\$18.41
Multiskilled Operator	\$674.88	\$17.76	\$701.88	\$18.47	\$729.95	\$19.21	\$759.15	\$19.98
Leading Hand	\$709.08	\$18.66	\$737.44	\$19.41	\$766.94	\$20.18	\$797.62	\$20.99

## SCHEDULE B

### Allowances

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

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

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

- (b) Allowances Table

The following allowances are payable on the first full pay period on or after the dates below:

Item	Clause	Current Rate	Apr-04	Apr-05	Apr-06
Freezer Allowance (per hour)	29	\$1.39	\$1.45	\$1.50	\$1.56
Laundry Allowance (per week)	33.9	\$5.73	\$5.96	\$6.20	\$6.45
1st Aid Allowance (per week)	38	\$7.64	\$7.95	\$8.26	\$8.59
Meal Allowance (1st Instance)	19.2 (a)	\$12.39	\$12.89	\$13.40	\$13.94
Meal Allowance (2nd Instance)	19.2 (b)	\$4.95	\$5.15	\$5.35	\$5.57

## SCHEDULE C

### Performance Standards

A set of standards for the performance of tasks has been agreed as per the following table:

Movement/Task	Standard Per Hour
Check In (Pallets)	30
Full Pick (Pallets)	18
Full Replenishment (Pallets)	12
Manual Move (Pallets)	12
Pallet Rezone	25
Pallet Update	30
Part Pick (Cartons)	110
Pick & Drop (Pallets)	18
Put Away (Pallets)	18
Stock Check (Pallets)	5
Stock Take (Pallets/Cartons)	45
Truck Load (Pallets)	25

To maintain acceptable performance, employees are required to reach or better the agreed standard for each task performed, as per the list above.

Should an employee repeatedly fail to reach these standards, Patrick has the right to counsel the employee under the Patrick Disciplinary Policy.



Prior to disciplinary action commencing, all work activity will be taken into account. Examples of work activity to be considered are:

Non RF Work;

Accessibility to work area and machinery;

Travel Time;

Training of other employees; and

Amount of tasks performed on any single day.